



City Council Agenda

Grimes City Council
March 10, 2026 @ 5:30 PM
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 Proposed 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 03-0126 Approving Previous Meeting Minutes
 - b. Resolution 03-0226 Claims Report \$2,174,391.71
 - c. Resolution 03-0326 Approving Payments for Professional Services
 - i. Invoice #2 McClure Engineering Company - Water System On-Call Services \$601.10
 - ii. Invoice #12 McClure Engineering Company - SE 41st Street and SE Park Drive Extension \$628.75
 - iii. Invoice #6 MSA Professional Services, Inc. - SE 2nd Street Water Main \$6,891.51
 - iv. Invoice #16 MSA Professional Services, Inc. - SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction \$2,899.84
 - d. Resolution 03-0426 Approving Capital Project Payment Requests

- i. Pay Request #1 Elder Corporation - S James Street & S 19th Street Improvements \$137,033.00
- e. Resolution 03-0526 Approving Change Orders
 - i. Change Order #1 Elder Corporation - S James Street & S 19th Street Improvements \$24,954.25
- f. Resolution 03-0626 Approving a Letter to the Surface Transportation Board Regarding the Norfolk Southern Railway Company Abandonment (AB-290, SUB-NO. 424X)
- g. Resolution 03-0726 Approving State of Iowa Alcohol Licenses
- h. Resolution 03-0826 Expressing Support for SpinCo (Corteva's Seed Business) and Its Global Headquarters in Johnston, Iowa
- i. Resolution 03-0926 Approving Personnel Transactions
- j. Resolution 03-1026 to Enter into a Three-Year Service Contract with Frontline Warning Systems to Repair and Maintain Severe Weather Warning Sirens
- k. Resolution 03-1126 to Approve Well Field Generator Repair
- l. Resolution 03-1226 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
- m. Resolution 03-1326 To Enter Into Contract for Professional Services with Construction Materials Testing for SW 19th Street and SW Jazzwood Drive Overlay
- n. Resolution 03-1426 To Enter Into Contract for Professional Services with Snyder & Associates For NE Gateway Drive Lane Extension – NE 2nd Court to NE Heritage Drive
- o. Resolution 03-1526 to enter into Contract for Professional Services with Foth Infrastructure & Environment, LLC for IA-141 Safety Action Plan from the I-35/80 Interchange through NE Beaverbrooke Blvd.
- p. Resolution 03-1626 Approving Purchase Agreement — Meadows Phase 2 Greenway, Reap Grant
- q. Resolution 03-1726 Appointing Boards and Commission Members for 2026

PROPOSED ACTION ITEMS

1. Public Hearing on proposal to enter into an Essential Purpose Loan Agreement
 - a. Resolution 03-1826 Taking additional action on proposal to enter into an Essential Purpose Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay the same
2. Second Consideration of Ordinance 810 Establishing Standards for Small Wireless Facilities
3. Third Reading of Ordinance 809 Brookside Village North Rezone
4. Public hearing on a proposed amendment to the Grimes Urban Renewal Area
 - a. Resolution 03-1926 to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area
5. Public hearing on a proposed development agreement with Brookside North, LLC

- a. Resolution 03-2026 Approving Development Agreement with Brookside North, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
6. Award and Authorizing Construction Contract and Bonds for the NE Destination Drive Extension - Phase 2
 - a. Resolution 03-2126 Making Award of Construction Contract for the NE Destination Drive Extension – Phase 2
 - b. Resolution 03-2226 Authorizing Construction Contract and Bond for the NE Destination Drive Extension – Phase 2
7. Award and Authorizing Construction Contract and Bonds for the SW 19th Street and SW Jazzwood Drive Overlay
 - a. Resolution 03-2326 Making Award of Construction Contract for the SW 19th Street and SW Jazzwood Drive Overlay
 - b. Resolution 03-2426 Authorizing Construction Contract and Bond for the SW 19th Street and SW Jazzwood Drive Overlay
8. Staff Reports
9. Mayor and City Council Reports
10. Adjournment



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Approving Previous Meeting Minutes

BACKGROUND: The City Clerk keeps minutes of all City Council meetings according to Iowa Code Section 21.3. The minutes are published in a newspaper of general circulation in the city within 15 days following a Council meeting.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 03-0126 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 03-0126

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 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, February 24, 2026

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor David Gisch February 24, 2026, at 5:30 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: David Gisch, Council Members: Eric Johansen, Andrew Borcharding, Laurie DePhillips, Leslie Irlbeck (via Zoom), Jared Lovelady
Absent: NA

4. Approval of Agenda

Mayor Gisch asked for approval of the agenda.
Moved by DePhillips, Second by Borcharding, to approve the agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

5. Public Forum

Alex Aubert, 1900 Juniper Court, Des Moines, president of the Johnston-Grimes Fire Department Union, voiced support for the proposed franchise fee to cover costs needed to hire firefighters.

Brian Hansen, 109 NW Calista Court, Grimes, communicated his disappointment with the location of the approved Public Administration Building at Waterworks Park.

Teri Golightly, 1810 NE Heritage Drive, Grimes, shared her thoughts on Waterworks Park and the future Highway 44 expansion.

Kristen Hansen, 12705 NW 142nd Street, Madrid, questioned the zoning and cost of the approved Public Administration Building.

Nick Reggio, business owner of 103 E 1st Street, Grimes, expressed concerns about the decision-making behind selecting Waterworks Park for the approved Public Administration Building.

Mayor and Council members shared thoughts after hearing public forum speakers.

6. Approval of the Consent Agenda
 - a. Resolution 02-2126 Approving Previous Meeting Minutes
 - b. Resolution 02-2226 Claims Report \$1,483,331.49

- c. Receiving and Filing Reports
 - i. Finance Report for January 2026
 - ii. Johnston-Grimes Metropolitan Fire District 2025 Annual Report
- d. Resolution 02-2326 Approving Payments for Professional Services
 - i. Invoice #37 McClure Engineering Company — Phase 1A Water System Improvements \$3,866.25
 - ii. Invoice #17 OPN Architects, Inc - Grimes Public Administration Building
 - iii. \$6,369.58
 - iv. Invoice #5 ISG - NW 27th Street Trail Connection \$10,028.33
- e. Resolution 02-0426 Approving Capital Project Payment Requests
 - i. Pay Application #14 (Retainage) 1st Interiors Inc. — Grimes Public Safety Center \$23,468.05
 - ii. Pay Application # 1 US Erectors — Grimes Administration Building \$44,911.00
 - iii. Pay Application #5 (Retainage) Midwest Automatic Fire Sprinkler Company –Grimes Public Safety Center \$3,840.00
 - iv. Pay Application #11 (Retainage) Mid-American Glazing Systems - Grimes Public Safety Center \$20,303.60
 - v. Pay Application #1 Kruck Plumbing & Heating Co, Inc. — Grimes Administration Building \$22,148.98
 - vi. Pay Application #1 Iowa Earth Works - SW 19th Street SRF Sponsored Pond \$160,499.11
 - vii. Pay Application #9 (Retainage) Hopkins Roofing - Grimes Public Safety Center \$15,512.50
 - viii. Pay Application #7 (Retainage) Henkel Construction Company - Grimes Public Safety Center \$64,026.17
 - ix. Pay Application #6 Henkel Construction Company - Grimes Public Safety Center \$10,061.93
 - x. Pay Application #6 (Retainage) Forrest & Associate, Inc. — Grimes Public Safety Center \$13,575.06
 - xi. Pay Application #12 (Retainage) DDVI - Grimes Public Safety Center \$65,984.49
 - xii. Pay Application #1 Ford Metro Inc. - Grimes Administration Building \$10,941.60
- f. Resolution 02-2526 To Amend Contract for Professional Services with The Weitz Company, LLC for the Grimes Public Administration Building
- g. Resolution 02-2626 To Enter Into Contract for Professional Services with Tune for the Grimes Public Administration Building
- h. Resolution 02-2726 Ordering Construction of the SW 19th Street Water Transmission Main Extension, and Fixing a Date for Hearing thereon and Taking of Bids Therefor
- i. Resolution 02-2826 Approving to Enter into an Aquatic Vegetation and Algae Management Contract
- j. Resolution 02-2926 Setting the date for Public Hearing and additional action on proposal to enter into a General Obligation Loan Agreement and to borrow money thereunder
- k. Resolution 02-3026 to Make a One-Time Water and Sewer Adjustment for a Customer
- l. Resolution 02-3126 Setting the date for Public Hearing on the Fiscal Year 2026-2027 Proposed City Property Tax Levy
- m. Resolution 02-3226 Approving Amended Offer to Purchase and Agreement – Shipley - 142nd Street Improvements

- n. Resolution 02-3326 Approving Amended Offer to Purchase and Agreement - EBH Inc - 142nd Street Improvements
- o. Resolution 02-3426 Approving Temporary Construction Easement - Marco Properties - 19th Street SRF Pond
- p. Resolution 02-3526 Approving Consent and Agreement to Improvements Within An Overland Flowage Easement and Storm Sewer Easement for Lot 3 of Beaverbrooke West Plat 6 - 921 NW Calista Drive
- q. Resolution 02-3626 to Amend Contract for Professional Services with OPN Architects for the Grimes Public Administration Building

Mayor Gisch asked for approval of the consent agenda.

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

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

PROPOSED ACTION ITEMS

1. Resolution 02-3726 Approving Professional Services Agreement – ISG – Waterworks Park Phase 2 Improvements

Development Services Director Pfaltzgraff presented details of the agreement to bring some play equipment back into Waterworks Park where older play equipment will be removed.

Council asked questions pertaining to the project in respect to the budget, accessibility, and the detention basin.

Mayor Gisch asked for approval of Resolution 02-3726 Approving Professional Services Agreement – ISG – Waterworks Park Phase 2 Improvements

Moved by DePhillips, Second by Lovelady, to approve Resolution 02-3726 Approving Professional Services Agreement – ISG – Waterworks Park Phase 2 Improvements

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

2. NE Destination Drive Extension – Phase 2

City Engineer Ahrens shared the timeline of work completed for NE Destination Drive and the next projects to finish the street. The low bid was made by Sternquist Construction, and the completion of NE Destination Drive will also include the removal of NE 18th Street to Highway 141.

- a. Public Hearing on Plans, Specifications, Form of Contract and Estimate of Cost for the NE Destination Drive Extension – Phase 2

Mayor Gisch opened the Public Hearing at 6:23 p.m. No oral or written comments were made. Mayor Gisch closed the Public Hearing at 6:23 p.m.

- b. Resolution 02-3826 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NE Destination Drive Extension – Phase 2

Mayor Gisch asked for approval of Resolution 02-3826 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NE Destination Drive Extension – Phase 2

Moved by Borcharding, Second by Johansen, to approve Resolution 02-3826 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the NE Destination Drive Extension – Phase 2

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

3. SW 19th Street and SW Jazzwood Drive Overlay

City Engineer Ahrens presented components of the project including an agreement with the City of Urbandale to complete SW 19th Street. The low bid was from Des Moines Asphalt and Paving.

a. Public Hearing on SW 19th Street and SW Jazzwood Drive Overlay

Mayor Gisch opened the Public Hearing at 6:29 p.m. No oral or written comments were made. Mayor Gisch closed the Public Hearing at 6:30 p.m.

b. Resolution 02-3926 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SW 19th Street and SW Jazzwood Drive Overlay

Mayor and Council members asked questions about traveling on the roads during construction and communication strategies with the farmers in the area.

Mayor Gisch asked for approval of Resolution 02-3926 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SW 19th Street and SW Jazzwood Drive Overlay

Moved by Borcharding, Second by Lovelady, to approve 02-3926 Adopting Plans, Specifications, Form of Contract and Estimate of Cost for the SW 19th Street and SW Jazzwood Drive Overlay

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

4. Ordinance 810 Establishing Standards for Small Wireless Facilities

Public Works Director Hensley provided an explanation of what small wireless facilities are and where they would be allowed for placement.

a. Public Hearing on Ordinance 810 Establishing Standards for Small Wireless Facilities

Mayor Gisch opened the Public Hearing at 6:40 p.m. Teri Golightly, 1810 NE Heritage Drive, asked if the wireless facilities would be allowed in residential neighborhoods and if this is already common in other communities. Dick Piphon, 1501 NE Park Street, expressed his trust in the Public Works Department to keep the City beautiful. Mayor Gisch closed the Public Hearing at 6:44 p.m.

b. First Consideration of Ordinance 810 Establishing Standards for Small Wireless Facilities

Council members discussed the difficulty of meeting requirements with wireless facilities and asked questions about the ordinance.

Mayor Gisch asked for approval of First Consideration of Ordinance 810 Establishing Standards for Small Wireless Facilities

Moved by Johansen, Second by DePhillips, to approve First Consideration of Ordinance 810 Establishing Standards for Small Wireless Facilities
Roll Call: Ayes: All. Nays: None. Motion passes: 5 - 0.

5. Resolution 02-4026 Approving Revised Economic Development Incentive Policy for the City of Grimes, Iowa

Economic Development Director Lord shared general details of the proposed policy.

Mayor and Council members discussed the components of the policy.

Mayor Gisch asked for a motion on Resolution 02-4026 Approving Revised Economic Development Incentive Policy for the City of Grimes, Iowa

Moved by Borcharding, Second by Lovelady, to table Resolution 02-4026 Approving Revised Economic Development Incentive Policy for the City of Grimes, Iowa

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

6. Resolution 02-4126 Approving Final Plat of Rider Logistics Center Plat 2 and Certain Related Easements and Agreements

Assistant Planner Hoodjer shared features of the final plat located south of SE 37th Street and west of SE Beisser Drive and including 2 developable lots and 1 street lot.

Council member Johansen asked about the radius allowed for turning trucks at the intersection. City Engineer Ahrens commented that it has been sized appropriately.

Mayor Gisch asked for approval of Resolution 02-4126 Approving Final Plat of Rider Logistics Center Plat 2 and Certain Related Easements and Agreements

Moved by Borcharding, Second by Lovelady, to approve Resolution 02-4126 Approving Final Plat of Rider Logistics Center Plat 2 and Certain Related Easements and Agreements

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

7. Second Reading of Ordinance 809 Brookside Village North Rezone

Senior Planner Coffey commented that there were no changes since the first consideration and provided a review of the rezone.

Council members asked questions about parks and the removal of NE 18th Street.

Mayor Gisch asked for approval of Second Reading of Ordinance 809 Brookside Village North Rezone

Moved by Johansen, Second by DePhillips, to approve Second Reading of Ordinance 809 Brookside Village North Rezone

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

8. Grimes Strategic Plan Communications Update

Development Services Director Pfaltzgraff announced that the strategic plan will be more assessable to the public moving forward as well as how the strategic planning process works.

9. Staff Report

City Manager Anderson shared that there is a regional effort for rails to trails with some sections of the railroad being abandoned by Norfolk Southern Railway.

10. Mayor and City Council Reports

Mayor and Council members commented on their experiences at various board meetings to which they were appointed.

11. Adjournment

There being no further business, the meeting was adjourned at 7:45 p.m.

Motion by DePhillps, Second by Johansen to adjourn.

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

ATTEST:

Rachel Greving, City Clerk

David Gisch, Mayor



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution 03-0226 Claims Report \$2,174,391.71

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

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke

Return to: Marcia Woodke



Expense Approval Report

By Vendor Name

Payment Dates 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
Vendor: 0000001078 - A TECH INC.		
A TECH INC.	FIRE MONITORING-ASR- 3/1/...	165.00
A TECH INC.	FIRE MONITORING- WTP-3/1/...	74.85
A TECH INC.	LIBRARY FIRE MONITORING- 3...	165.00
		165.00
Vendor 0000001078 - A TECH INC. Total:		404.85
Vendor: 0000004391 - AGRILAND FS INC		
AGRILAND FS INC	DIESEL FUEL	210.21
AGRILAND FS INC	DIESEL FUEL	309.14
AGRILAND FS INC	DIESEL FUEL	61.70
AGRILAND FS INC	DIESEL FUEL	80.81
AGRILAND FS INC	DIESEL FUEL	46.96
AGRILAND FS INC	UNLEADED FUEL	233.50
AGRILAND FS INC	UNLEADED FUEL	432.82
AGRILAND FS INC	UNLEADED FUEL	89.04
AGRILAND FS INC	UNLEADED FUEL	67.82
AGRILAND FS INC	UNLEADED FUEL	31.97
AGRILAND FS INC	DIESEL FUEL	332.42
AGRILAND FS INC	DIESEL FUEL	36.31
AGRILAND FS INC	DIESEL FUEL	470.54
AGRILAND FS INC	DIESEL FUEL	49.19
AGRILAND FS INC	DIESEL FUEL	83.84
AGRILAND FS INC	DIESEL FUEL	101.73
AGRILAND FS INC	DIESEL FUEL	65.15
AGRILAND FS INC	DIESEL FUEL	554.68
AGRILAND FS INC	DIESEL FUEL	121.52
AGRILAND FS INC	DIESEL FUEL	306.62
AGRILAND FS INC	DIESEL FUEL	44.65
AGRILAND FS INC	DIESEL FUEL	122.08
		122.08
Vendor 0000004391 - AGRILAND FS INC Total:		3,852.70
Vendor: 0000003936 - AIRGAS USA LLC		
AIRGAS USA LLC	CYLINDER RENTAL 1/1/26 TO ...	145.95
		145.95
Vendor 0000003936 - AIRGAS USA LLC Total:		145.95
Vendor: 0000002832 - ALEX GOODVIN		
ALEX GOODVIN	MOBOTREX CONF PARKING RE..	27.50
		27.50
Vendor 0000002832 - ALEX GOODVIN Total:		27.50
Vendor: 0000004685 - ALEX MILLER		
ALEX MILLER	IPRA CONFERENCE PER DIEM	172.00
		172.00
Vendor 0000004685 - ALEX MILLER Total:		172.00
Vendor: VEN01024 - AMANDA MEYER		
AMANDA MEYER	MUSIC FOR TOTS 10-25 & 1-26	632.00
		632.00
Vendor VEN01024 - AMANDA MEYER Total:		632.00
Vendor: 0000001115 - AMANDA RASMUSSEN		
AMANDA RASMUSSEN	PLA CONFERENCE PER DIEM L...	230.00
		230.00
Vendor 0000001115 - AMANDA RASMUSSEN Total:		230.00
Vendor: VEN01022 - AMAZON CAPITAL SERVICES - LIBRARY		
AMAZON CAPITAL SERVICES - ...	DURA HEAT ELECTRIC FORCED...	97.52
AMAZON CAPITAL SERVICES - ...	NIGHT THRASHER REMIX	10.10
AMAZON CAPITAL SERVICES - ...	REGRETTING YOU BLU	24.99
AMAZON CAPITAL SERVICES - ...	FIVE NIGHTS AT FREDDY'S 2 B...	22.95
AMAZON CAPITAL SERVICES - ...	SONG SUNG BLUE BLU	22.95
AMAZON CAPITAL SERVICES - ...	2026 UNITED STATES POSTAG...	19.22
AMAZON CAPITAL SERVICES - ...	FIVE NIGHTS AT FREDDY'S 2 D...	17.95

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
AMAZON CAPITAL SERVICES - ...	LONG GAME	13.48
AMAZON CAPITAL SERVICES - ...	DIM SUM PALACE	11.34
AMAZON CAPITAL SERVICES - ...	MELISSA AND DOUG DRAWIN...	13.35
AMAZON CAPITAL SERVICES - ...	ALL HER FAULT	18.10
AMAZON CAPITAL SERVICES - ...	MADDEN NFL 26 XBOX	34.96
AMAZON CAPITAL SERVICES - ...	SEVEN RINGS	30.74

Vendor VEN01022 - AMAZON CAPITAL SERVICES - LIBRARY Total: 337.65

Vendor: AMAZON CAPITAL SERVI - AMAZON CAPITAL SERVICES

AMAZON CAPITAL SERVICES	FLEET MAINTENANCE	84.50
AMAZON CAPITAL SERVICES	Axe Throwing	140.80
AMAZON CAPITAL SERVICES	8 golf putters	85.55

Vendor AMAZON CAPITAL SERVI - AMAZON CAPITAL SERVICES Total: 310.85

Vendor: 0000003586 - ANKENY SANITATION INC.

ANKENY SANITATION INC.	FEB 2026 RECYCLING/GARBA...	758.00
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Vendor 0000003586 - ANKENY SANITATION INC. Total: 758.00

Vendor: 0000001080 - APWA IOWA CHAPTER

APWA IOWA CHAPTER	APWA IOWA CHAPTER 2026 S...	250.00
APWA IOWA CHAPTER	APWA IOWA CHAPTER 2026 S...	100.00
APWA IOWA CHAPTER	APWA IOWA CHAPTER 2026 S...	100.00

Vendor 0000001080 - APWA IOWA CHAPTER Total: 450.00

Vendor: 0000004760 - ASCENDANCE TRUCKS MIDWEST LLC

ASCENDANCE TRUCKS MIDWE...	EXHAUST BRACKETS S-206	39.44
ASCENDANCE TRUCKS MIDWE...	PROFESSIONAL SERVICES-TEL...	442.42
ASCENDANCE TRUCKS MIDWE...	PROFESSIONAL SERVICES-TEL...	442.42
ASCENDANCE TRUCKS MIDWE...	PROFESSIONAL SERVICES-TEL...	442.42

Vendor 0000004760 - ASCENDANCE TRUCKS MIDWEST LLC Total: 1,366.70

Vendor: 0000004148 - BACKFLOW SOLUTIONS INC

BACKFLOW SOLUTIONS INC	ANNUAL SUBSCRIPTION FEE	495.00
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Vendor 0000004148 - BACKFLOW SOLUTIONS INC Total: 495.00

Vendor: 0000004405 - BERKLEY CIERRA

BERKLEY CIERRA	PLA CONFERENCE PER DIEM L...	230.00
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Vendor 0000004405 - BERKLEY CIERRA Total: 230.00

Vendor: 0000001164 - BLACK HILLS ENERGY

BLACK HILLS ENERGY	GAS	862.83
BLACK HILLS ENERGY	GAS	204.13
BLACK HILLS ENERGY	GAS	1,156.20
BLACK HILLS ENERGY	GAS-CIWW	805.37
BLACK HILLS ENERGY	GAS	805.36
BLACK HILLS ENERGY	GAS	2,607.46
BLACK HILLS ENERGY	GAS	910.92
BLACK HILLS ENERGY	GAS	577.67
BLACK HILLS ENERGY	GAS	1,124.53
BLACK HILLS ENERGY	GAS	327.15

Vendor 0000001164 - BLACK HILLS ENERGY Total: 9,381.62

Vendor: VEN01018 - BLACKSTONE AUDIO INC

BLACKSTONE AUDIO INC	TRUST NO ONE AUDIO	42.49
BLACKSTONE AUDIO INC	HADACOL BOOGIE AUDIO	38.24
BLACKSTONE AUDIO INC	ANTIHERO AUDIO	33.99
BLACKSTONE AUDIO INC	STOLEN IN DEATH AUDIO	33.99

Vendor VEN01018 - BLACKSTONE AUDIO INC Total: 148.71

Vendor: 0000001182 - BOMGAARS

BOMGAARS	SHOP SUPPLIES	39.92
BOMGAARS	TURBO TIP	109.99
BOMGAARS	ZIPTIES	25.98

Vendor 0000001182 - BOMGAARS Total: 175.89

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
Vendor: 0000002232 - BRAVO GREATER DES MOINES		
BRAVO GREATER DES MOINES	28E-FY26 FEBRUARY 2026	1,816.80
Vendor 0000002232 - BRAVO GREATER DES MOINES Total:		1,816.80
Vendor: 0000001204 - BUSINESS PUBLICATIONS COR		
BUSINESS PUBLICATIONS COR	Advertising	5,700.00
Vendor 0000001204 - BUSINESS PUBLICATIONS COR Total:		5,700.00
Vendor: 0000003947 - CAIL FLETCHER		
CAIL FLETCHER	PLA CONFERENCE PER DIEM L...	230.00
Vendor 0000003947 - CAIL FLETCHER Total:		230.00
Vendor: 0000001214 - CAPITAL CITY EQUIP. CO.		
CAPITAL CITY EQUIP. CO.	COUPLER FOR AUGER	80.24
Vendor 0000001214 - CAPITAL CITY EQUIP. CO. Total:		80.24
Vendor: 0000001217 - CAPITAL SANITARY SUPPLY		
CAPITAL SANITARY SUPPLY	TRASH BAGS 30X37 20-30GL 1...	169.90
CAPITAL SANITARY SUPPLY	HAND TOWELS MR UNIV WHI...	260.61
Vendor 0000001217 - CAPITAL SANITARY SUPPLY Total:		430.51
Vendor: 0000001228 - CENTRAL IOWA PEST		
CENTRAL IOWA PEST	PEST CONTROL-GCC	115.00
CENTRAL IOWA PEST	PEST CONTROL-DEV SERV	35.00
CENTRAL IOWA PEST	PEST CONTROL-CHAMB&ECO ...	35.00
CENTRAL IOWA PEST	PEST CONTROL-CH	70.00
CENTRAL IOWA PEST	PEST CONTROL-WTP-CIWW	120.00
CENTRAL IOWA PEST	PEST CONTROL-PW	70.00
CENTRAL IOWA PEST	PEST CONTROL- PLEX	185.00
Vendor 0000001228 - CENTRAL IOWA PEST Total:		630.00
Vendor: 0000002326 - CENTURY LINK		
CENTURY LINK	2/13-3/12/26 PHONE SERVICE	152.06
Vendor 0000002326 - CENTURY LINK Total:		152.06
Vendor: 0000001586 - CHERYL HEID		
CHERYL HEID	PLA CONFERENCE PER DIEM L...	230.00
Vendor 0000001586 - CHERYL HEID Total:		230.00
Vendor: 0000002141 - CINTAS FIRST AID & SAFETY		
CINTAS FIRST AID & SAFETY	INDUST EYE RELIEF 1/2 OZ	14.94
CINTAS FIRST AID & SAFETY	LENS/SCREEN WIPES 36/BX	11.90
CINTAS FIRST AID & SAFETY	LENS/SCREEN WIPES 100/BX	10.96
CINTAS FIRST AID & SAFETY	ALLERGY RELIEF TABLET MED	10.77
CINTAS FIRST AID & SAFETY	HARD SURFACE DISINFECT	30.12
CINTAS FIRST AID & SAFETY	IBUPROFEN TABS SMALL	7.50
CINTAS FIRST AID & SAFETY	DAYQUIL VAPOCOOL SMALL	12.92
CINTAS FIRST AID & SAFETY	BURN RELIEF DRESSING 4"X4"	26.85
CINTAS FIRST AID & SAFETY	HONEYLMN MNTHL COUGH D...	20.18
Vendor 0000002141 - CINTAS FIRST AID & SAFETY Total:		146.14
Vendor: 0000001241 - CITY OF DES MOINES		
CITY OF DES MOINES	WRA APRIL 2026	241,349.20
Vendor 0000001241 - CITY OF DES MOINES Total:		241,349.20
Vendor: 0000004360 - CITY OF GRIMES HSA		
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	841.32
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	137.00
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	3.01
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	75.08
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	75.06
CITY OF GRIMES HSA	CITY OF GRIMES HSA DEDUCT...	21.99
Vendor 0000004360 - CITY OF GRIMES HSA Total:		1,153.46
Vendor: 0000005036 - CITY OF GRIMES RETIREMENT		
CITY OF GRIMES RETIREMENT	EMPLOYEE FLEX SPENDING - R...	157.74
Vendor 0000005036 - CITY OF GRIMES RETIREMENT Total:		157.74

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Vendor Name	Description (Item)	Amount
Vendor: 000004247 - CITY OF GRIMES/FLEX		
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	400.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	400.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	2,500.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	33.76
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	378.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	25.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	137.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	100.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	313.46
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	200.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	12.47
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	23.36
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	384.62
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	53.00
CITY OF GRIMES/FLEX	2.13.26	20.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	15.29
CITY OF GRIMES/FLEX	2.18.26	15.00
CITY OF GRIMES/FLEX	2.19.2026	45.00
CITY OF GRIMES/FLEX	2.19.2026	20.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	378.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	25.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	137.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	100.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	313.46
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	200.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	9.57
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	15.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	521.47
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	192.31
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	192.31
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	10.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	30.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	3,269.27
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	576.93
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	25.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	33.95
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	15.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	12.54
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	40.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	8.83
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	219.10
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	50.80
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	39.28
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	192.31
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	192.31
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	999.23
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	86.91
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	35.00
CITY OF GRIMES/FLEX	EMPLOYEE FLEX SPENDING	740.02
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	1,062.56
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	180.77
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	50.73
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	66.23
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	135.18
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX SPENDI...	3.00
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX - DEPEN...	1,410.40
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX - DEPEN...	192.31
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX - DEPEN...	70.38
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX - DEPEN...	367.31

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Vendor Name	Description (Item)	Amount
CITY OF GRIMES/FLEX	CITY OF GRIMES FLEX - DEPEN...	175.01
Vendor 0000004247 - CITY OF GRIMES/FLEX Total:		17,450.44
Vendor: 0000001240 - CITY OF JOHNSTON		
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	57,105.27
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	1,239.40
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	120,533.40
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	3,470.01
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	10,881.00
CITY OF JOHNSTON	28E FIRE/AMB MONTHLY MAR..	38,891.92
CITY OF JOHNSTON	BLACK HILLS REIMBURSE-200 S..	490.16
Vendor 0000001240 - CITY OF JOHNSTON Total:		232,611.16
Vendor: 0000001224 - CITY OF URBANDALE		
CITY OF URBANDALE	MEREDITH DRIVE PROJECT AS...	195,093.50
Vendor 0000001224 - CITY OF URBANDALE Total:		195,093.50
Vendor: 0000001248 - COLLECTION SERVICES CENTE		
COLLECTION SERVICES CENTE	IA CHILD SUPPORT	957.68
Vendor 0000001248 - COLLECTION SERVICES CENTE Total:		957.68
Vendor: 0000001252 - CONSTRUCTION & AGGREGATE		
CONSTRUCTION & AGGREGATE	SUPPLIES HOSE NOZZLE AND ...	111.96
Vendor 0000001252 - CONSTRUCTION & AGGREGATE Total:		111.96
Vendor: 0000001261 - CORE & MAIN		
CORE & MAIN	SUPPLIES	361.39
CORE & MAIN	HYDRANT PARTS	103.76
CORE & MAIN	SIGN SUPPLIES	1,118.00
CORE & MAIN	MANHOLE ADJUSTMENT RIN...	835.77
Vendor 0000001261 - CORE & MAIN Total:		2,418.92
Vendor: 0000001272 - CROWN TROPHY		
CROWN TROPHY	YOUTH & ADULT TROPHIES &...	865.55
Vendor 0000001272 - CROWN TROPHY Total:		865.55
Vendor: 0000002486 - DES MOINES WATER WORKS		
DES MOINES WATER WORKS	CIWW EXP/JOINT FIXED MAR ...	97,989.00
Vendor 0000002486 - DES MOINES WATER WORKS Total:		97,989.00
Vendor: 0000002409 - EFTPS		
EFTPS	SOCIAL SECURITY	20,354.48
EFTPS	SOCIAL SECURITY	3,263.50
EFTPS	SOCIAL SECURITY	1,023.48
EFTPS	SOCIAL SECURITY	2,572.90
EFTPS	SOCIAL SECURITY	2,189.76
EFTPS	SOCIAL SECURITY	644.46
EFTPS	FEDERAL WITHHOLDING	14,272.77
EFTPS	FEDERAL WITHHOLDING	2,054.95
EFTPS	FEDERAL WITHHOLDING	637.08
EFTPS	FEDERAL WITHHOLDING	1,563.46
EFTPS	FEDERAL WITHHOLDING	1,388.08
EFTPS	FEDERAL WITHHOLDING	438.29
EFTPS	MEDICARE	4,828.44
EFTPS	MEDICARE	763.22
EFTPS	MEDICARE	239.36
EFTPS	MEDICARE	601.84
EFTPS	MEDICARE	512.02
EFTPS	MEDICARE	150.70
Vendor 0000002409 - EFTPS Total:		57,498.79
Vendor: 0000001336 - ELDER CORPORATION		
ELDER CORPORATION	S JAMES ST/S 19TH ST IMPRO...	137,033.00
Vendor 0000001336 - ELDER CORPORATION Total:		137,033.00
Vendor: 0000004029 - EMPLOYEE BENEFIT SYSTEMS		
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	466.15

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Vendor Name	Description (Item)	Amount
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	42.46
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	34.79
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	12.90
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	18.06
EMPLOYEE BENEFIT SYSTEMS	LONG TERM DISABILITY	8.55
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	16,156.63
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	1,444.90
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	1,180.96
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	2,307.33
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	1,719.44
EMPLOYEE BENEFIT SYSTEMS	INSURANCE PREMIUM	430.35
EMPLOYEE BENEFIT SYSTEMS	VOLUNTEER LIFE INSURANCE	418.27
EMPLOYEE BENEFIT SYSTEMS	VOLUNTEER LIFE INSURANCE	46.10
EMPLOYEE BENEFIT SYSTEMS	VOLUNTEER LIFE INSURANCE	11.99
EMPLOYEE BENEFIT SYSTEMS	VOLUNTEER LIFE INSURANCE	48.84
EMPLOYEE BENEFIT SYSTEMS	VOLUNTEER LIFE INSURANCE	40.58
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	347.79
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	28.35
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	13.04
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	26.00
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	23.34
EMPLOYEE BENEFIT SYSTEMS	SHORT TERM DISABILITY INSU...	5.69
Vendor 0000004029 - EMPLOYEE BENEFIT SYSTEMS Total:		24,832.51
Vendor: 0000001039 - EOCENE ENVIRONMENTAL GROUP INC		
EOCENE ENVIRONMENTAL G...	PROFESSIONAL SERVICES-GR...	1,080.00
Vendor 0000001039 - EOCENE ENVIRONMENTAL GROUP INC Total:		1,080.00
Vendor: VEN01090 - FAGAN FENCING INC		
FAGAN FENCING INC	MATERIALS	5,524.99
Vendor VEN01090 - FAGAN FENCING INC Total:		5,524.99
Vendor: 0000001370 - FASTENAL		
FASTENAL	SUPPLIES	100.58
Vendor 0000001370 - FASTENAL Total:		100.58
Vendor: 0000001382 - FIONNUALA HUTCHINS		
FIONNUALA HUTCHINS	PLA CONFERENCE PER DIEM L...	230.00
Vendor 0000001382 - FIONNUALA HUTCHINS Total:		230.00
Vendor: 0000004692 - GANNETT IOWA LOCALIQ		
GANNETT IOWA LOCALIQ	PUBLICATIONS	960.48
Vendor 0000004692 - GANNETT IOWA LOCALIQ Total:		960.48
Vendor: 0000001419 - GOLDEN CIRC MUNICIPAL OFF ASSO		
GOLDEN CIRC MUNICIPAL OFF...	GCMOA ANNUAL DUES	60.00
Vendor 0000001419 - GOLDEN CIRC MUNICIPAL OFF ASSO Total:		60.00
Vendor: 0000001421 - GRAINGER		
GRAINGER	MATERIALS FOR S-401	37.00
Vendor 0000001421 - GRAINGER Total:		37.00
Vendor: 0000001425 - GREATER DES MOINES CVB		
GREATER DES MOINES CVB	FEBRUARY 2026 HOTEL/MOTE...	1,589.70
Vendor 0000001425 - GREATER DES MOINES CVB Total:		1,589.70
Vendor: 0000002989 - GREAT-WEST TRUST COMPANY, LLC		
GREAT-WEST TRUST COMPAN...	DEFER COMP PRETAX - EMP...	978.61
GREAT-WEST TRUST COMPAN...	DEFER COMP PRETAX - EMP...	37.28
GREAT-WEST TRUST COMPAN...	DEFER COMP PRETAX - EMP...	20.00
GREAT-WEST TRUST COMPAN...	DEFER COMP PRETAX - EMP...	59.11
GREAT-WEST TRUST COMPAN...	DEFER COMP PRETAX - EMP...	20.00
GREAT-WEST TRUST COMPAN...	DEFERRED COMP ROTH - EM...	1,024.71
GREAT-WEST TRUST COMPAN...	DEFERRED COMP ROTH - EM...	64.18
GREAT-WEST TRUST COMPAN...	DEFERRED COMP ROTH - EM...	50.00
GREAT-WEST TRUST COMPAN...	DEFERRED COMP ROTH - EM...	89.11

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Vendor Name	Description (Item)	Amount
GREAT-WEST TRUST COMPAN...	DEFERRED COMP ROTH - EM...	50.00
Vendor 0000002989 - GREAT-WEST TRUST COMPANY, LLC Total:		2,393.00
Vendor: 0000004678 - GREEN RESOURCE MANAGEMENT		
GREEN RESOURCE MANAGEM...	CH SHREDDING SERVICE	48.00
Vendor 0000004678 - GREEN RESOURCE MANAGEMENT Total:		48.00
Vendor: 0000001437 - GRIMES CHAMBER & ECONOMIC		
GRIMES CHAMBER & ECONO...	Contractual fees	76,040.00
Vendor 0000001437 - GRIMES CHAMBER & ECONOMIC Total:		76,040.00
Vendor: 0000001450 - HAWKEYE TRUCK EQUIPMENT		
HAWKEYE TRUCK EQUIPMENT	PARTS FOR SNOW PLOWS	324.26
HAWKEYE TRUCK EQUIPMENT	V-PLOW SNOW DEFLECTOR	260.52
Vendor 0000001450 - HAWKEYE TRUCK EQUIPMENT Total:		584.78
Vendor: 0000001455 - HAWKINS INC.		
HAWKINS INC.	ANTISCALANT- CIWW	8,000.00
Vendor 0000001455 - HAWKINS INC. Total:		8,000.00
Vendor: 0000004320 - HEARTLAND BUSINESS SYSTEMS LLC		
HEARTLAND BUSINESS SYSTE...	MONTHLY OFFICE 365	4,107.84
Vendor 0000004320 - HEARTLAND BUSINESS SYSTEMS LLC Total:		4,107.84
Vendor: 0000001022 - ICAP		
ICAP	PUBLIC SAFETY CENTER INS	2,744.00
ICAP	INSURANCE	29,871.28
ICAP	INSURANCE	2,064.18
ICAP	INSURANCE	27,058.32
ICAP	INSURANCE	245.99
ICAP	INSURANCE	24,100.23
ICAP	INSURANCE	93,701.91
ICAP	INSURANCE	23,834.13
ICAP	INSURANCE	121,089.43
ICAP	INSURANCE	14,710.49
ICAP	INSURANCE	95,085.89
ICAP	INSURANCE	56,268.26
ICAP	INSURANCE	28,838.89
Vendor 0000001022 - ICAP Total:		519,613.00
Vendor: 0000001535 - IMFOA		
IMFOA	4/1/26-4/1/27 DUES - WOOD...	50.00
IMFOA	4/1/26-4/1/27 DUES - THORN...	20.00
Vendor 0000001535 - IMFOA Total:		70.00
Vendor: 0000002383 - INFOMAX OFFICE SYSTEMS, I		
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT-LIBRARY	292.98
Vendor 0000002383 - INFOMAX OFFICE SYSTEMS, I Total:		292.98
Vendor: VEN01017 - INGRAM LIBRARY SERVICES LLC		
INGRAM LIBRARY SERVICES LLC	EVERYONE IN THE GROUP CH...	11.40
INGRAM LIBRARY SERVICES LLC	TOM CLANCY TERMINAL VEL...	27.40
INGRAM LIBRARY SERVICES LLC	STAR STRUCK	8.44
INGRAM LIBRARY SERVICES LLC	STAFF OF KNOWLEDGE	12.34
INGRAM LIBRARY SERVICES LLC	BEST OFFER WINS	16.09
INGRAM LIBRARY SERVICES LLC	COMET TOGETHER	8.44
INGRAM LIBRARY SERVICES LLC	GET OUTER MY SPACE	8.44
INGRAM LIBRARY SERVICES LLC	HAVING IT ALL	17.24
INGRAM LIBRARY SERVICES LLC	MURRAY THE KNIGHT	12.37
INGRAM LIBRARY SERVICES LLC	FALL DAY FOR BEAR	10.92
INGRAM LIBRARY SERVICES LLC	TRUTH SEEKER	10.79
INGRAM LIBRARY SERVICES LLC	AT THE RESCUE CAT CAFE	10.90
INGRAM LIBRARY SERVICES LLC	COULD SHOULD MIGHT DON'T	17.25
INGRAM LIBRARY SERVICES LLC	ZIP ZAP WICKETY WACK	10.92
INGRAM LIBRARY SERVICES LLC	MILLIE FLEUR SAVES THE NIG...	10.92
INGRAM LIBRARY SERVICES LLC	PICCOLO	10.92

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Vendor Name	Description (Item)	Amount
INGRAM LIBRARY SERVICES LLC	DUCKE AND SNAPS	11.24
INGRAM LIBRARY SERVICES LLC	ART AND SCIENCE OF CONNE...	11.39
INGRAM LIBRARY SERVICES LLC	COVER STORY	11.39
INGRAM LIBRARY SERVICES LLC	AND THEN THERE WAS YOU	11.40
INGRAM LIBRARY SERVICES LLC	SECRET NIGHTS AND NORTHE...	11.40
INGRAM LIBRARY SERVICES LLC	IF I BUILT A TOWN	11.49
INGRAM LIBRARY SERVICES LLC	PATCHWORK	11.49
INGRAM LIBRARY SERVICES LLC	IF YOU MAKE A CALL ON A BA...	11.49
INGRAM LIBRARY SERVICES LLC	MURRAY THE VIKING	9.77
INGRAM LIBRARY SERVICES LLC	HAVEN'T KILLED IN YEARS	17.25
INGRAM LIBRARY SERVICES LLC	MAGIC AT THE MANSION	12.34
INGRAM LIBRARY SERVICES LLC	SNOWBALL FIGHT	11.49
INGRAM LIBRARY SERVICES LLC	PROPHECIES BEGIN	22.94
INGRAM LIBRARY SERVICES LLC	RUMPELSTILTSKIN	14.83
INGRAM LIBRARY SERVICES LLC	UNSETTLING SALAD	12.79
INGRAM LIBRARY SERVICES LLC	99 WAYS TO DIE	17.46
INGRAM LIBRARY SERVICES LLC	BLIZZARD CHALLENGE	28.51
INGRAM LIBRARY SERVICES LLC	IT'S ALMOST TIME FOR EASTER	8.24
INGRAM LIBRARY SERVICES LLC	COMPANY OF OWLS	14.38
INGRAM LIBRARY SERVICES LLC	LETTER SETTERS IN FUN	11.59
INGRAM LIBRARY SERVICES LLC	CATCH HER IF YOU CAN	17.25
INGRAM LIBRARY SERVICES LLC	EUROPA	10.92
INGRAM LIBRARY SERVICES LLC	CRUX	17.63
INGRAM LIBRARY SERVICES LLC	CROSS AND SAMPSON LARGE ...	20.40
INGRAM LIBRARY SERVICES LLC	BORED	10.92
INGRAM LIBRARY SERVICES LLC	HEATED RIVALRY	11.78
INGRAM LIBRARY SERVICES LLC	LOST LAMBS	16.10
INGRAM LIBRARY SERVICES LLC	SIMONE BILES	28.51
INGRAM LIBRARY SERVICES LLC	I'M A DUMBO OCTOPUS	27.13
INGRAM LIBRARY SERVICES LLC	PRISM	18.40
INGRAM LIBRARY SERVICES LLC	LULA DEAN'S LITTLE LIBRARY	17.25
INGRAM LIBRARY SERVICES LLC	SUITOR ARMOR V3	16.24
INGRAM LIBRARY SERVICES LLC	AI INCIDENT	10.92
INGRAM LIBRARY SERVICES LLC	KINGDOM OF WATER	16.24
INGRAM LIBRARY SERVICES LLC	WITCHES OF BROOKLYN	14.29
INGRAM LIBRARY SERVICES LLC	OPPENHEIMER AND THE ATO...	10.92
INGRAM LIBRARY SERVICES LLC	GAMERS 1	10.34
INGRAM LIBRARY SERVICES LLC	SNIPS A BAD BUZZ	9.74
INGRAM LIBRARY SERVICES LLC	ADORABLE EMPIRE	16.24
INGRAM LIBRARY SERVICES LLC	BLACKBIRD GIRLS	7.49
INGRAM LIBRARY SERVICES LLC	I LIKE HOOPS	9.19
INGRAM LIBRARY SERVICES LLC	ROBERT B PARKER'S BIG SHOT	26.25
INGRAM LIBRARY SERVICES LLC	ASTRAL LIBRARY	26.25
INGRAM LIBRARY SERVICES LLC	STAGE OF SHADOWS	9.71
INGRAM LIBRARY SERVICES LLC	CAMP MONSTER	10.01
INGRAM LIBRARY SERVICES LLC	LIONS' RUN	10.92
INGRAM LIBRARY SERVICES LLC	STOLEN IN DEATH	17.56
INGRAM LIBRARY SERVICES LLC	GEORGE FALLS THROUGH TIME	17.40
INGRAM LIBRARY SERVICES LLC	EVELYN IN TRANSIT	17.24
INGRAM LIBRARY SERVICES LLC	PENDERGAST THE BEGINNING	17.25
INGRAM LIBRARY SERVICES LLC	SUPER NINTENDO	18.92
INGRAM LIBRARY SERVICES LLC	WILLS RACE FOR HOME	10.34
INGRAM LIBRARY SERVICES LLC	HERO'S GUIDE TO SUMMER V...	10.92
INGRAM LIBRARY SERVICES LLC	PROFESSOR THOMAS CATS GU..	12.74
INGRAM LIBRARY SERVICES LLC	GREENWILD THE WORLD BEH...	10.92
INGRAM LIBRARY SERVICES LLC	GREENWILD FOREST IN THE S...	10.34
INGRAM LIBRARY SERVICES LLC	IS THIS THE BUS FOR US	10.34
INGRAM LIBRARY SERVICES LLC	A MOMENT TO LOVE	11.39
INGRAM LIBRARY SERVICES LLC	GOOD EGG	11.49
INGRAM LIBRARY SERVICES LLC	PIGS DIG A ROAD	11.49

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Vendor Name	Description (Item)	Amount
INGRAM LIBRARY SERVICES LLC	COUNTDOWN TO RICHES	15.72
INGRAM LIBRARY SERVICES LLC	UNDER THE STARS	17.25
INGRAM LIBRARY SERVICES LLC	EVA SAVES THE DAY	23.74
INGRAM LIBRARY SERVICES LLC	EVA AND THE NEW TEACHER	23.74
INGRAM LIBRARY SERVICES LLC	WHEN I KILL YOU	25.68
INGRAM LIBRARY SERVICES LLC	UP FROM DUST	10.79
INGRAM LIBRARY SERVICES LLC	VENUS FIERCE AND FABULOUS	10.92
INGRAM LIBRARY SERVICES LLC	HOME IS WHERE THE HEART IS	14.99
INGRAM LIBRARY SERVICES LLC	MIRACLES AMONG US	17.24
INGRAM LIBRARY SERVICES LLC	PRICE OF MERCY	30.46
INGRAM LIBRARY SERVICES LLC	LA LUCCI	17.24
INGRAM LIBRARY SERVICES LLC	KIN	21.77
INGRAM LIBRARY SERVICES LLC	BRAWLER	16.68
INGRAM LIBRARY SERVICES LLC	IT'S NOT HER	20.41
INGRAM LIBRARY SERVICES LLC	GUMSHOE	16.24
INGRAM LIBRARY SERVICES LLC	HOW DO HURRICANES HAVE ...	10.55
INGRAM LIBRARY SERVICES LLC	MORE THAN ENOUGH	25.68
INGRAM LIBRARY SERVICES LLC	OBSESSED WITH THE BEST	23.00
INGRAM LIBRARY SERVICES LLC	HYMN TO LIFE	22.67
INGRAM LIBRARY SERVICES LLC	HILO PRESENTS THE MIGHTY	15.29
INGRAM LIBRARY SERVICES LLC	WANDA HEARS THE STARS	10.92
INGRAM LIBRARY SERVICES LLC	A KID LIKE ME	16.24
INGRAM LIBRARY SERVICES LLC	WHAT A SMALL CAT NEEDS	11.02
INGRAM LIBRARY SERVICES LLC	WORLD APPEARS	33.53
INGRAM LIBRARY SERVICES LLC	CROSSROADS	22.67
Vendor VEN01017 - INGRAM LIBRARY SERVICES LLC Total:		1,541.48

Vendor: 0000001528 - INTEGRATED PRINT SOLUTIONS
 INTEGRATED PRINT SOLUTIONS WINDOW ENVELOPES - CH

	384.00
Vendor 0000001528 - INTEGRATED PRINT SOLUTIONS Total:	384.00

Vendor: 0000002991 - IOWA DEPT OF ADMIN SERVICES
 IOWA DEPT OF ADMIN SERVIC...RIC ANNUAL FEE

	50.00
Vendor 0000002991 - IOWA DEPT OF ADMIN SERVICES Total:	50.00

Vendor: 0000001527 - IOWA DEPT OF REVENUE

IOWA DEPT OF REVENUE	STATE WITHHOLDING	4,299.93
IOWA DEPT OF REVENUE	STATE WITHHOLDING	608.22
IOWA DEPT OF REVENUE	STATE WITHHOLDING	545.08
IOWA DEPT OF REVENUE	STATE WITHHOLDING	479.18
IOWA DEPT OF REVENUE	STATE WITHHOLDING	150.78
IOWA DEPT OF REVENUE	STATE WITHHOLDING	4,168.74
IOWA DEPT OF REVENUE	STATE WITHHOLDING	611.45
IOWA DEPT OF REVENUE	STATE WITHHOLDING	545.30
IOWA DEPT OF REVENUE	STATE WITHHOLDING	453.46
IOWA DEPT OF REVENUE	STATE WITHHOLDING	155.39
Vendor 0000001527 - IOWA DEPT OF REVENUE Total:		12,017.53

Vendor: 0000001545 - IOWA PUBLIC EMPLOYEES RET

IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	26,164.36
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	4,328.37
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	3,424.79
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	2,959.90
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	962.71
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	369.68
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	26,056.85
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	4,265.43
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	3,460.91
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	2,881.20
IOWA PUBLIC EMPLOYEES RET	IPERS Contribution	983.05
Vendor 0000001545 - IOWA PUBLIC EMPLOYEES RET Total:		75,857.25

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
Vendor: 0000001546 - IOWA SIGNAL INC		
IOWA SIGNAL INC	GATEWAY & HERITAGE PUSH...	300.00
Vendor 0000001546 - IOWA SIGNAL INC Total:		300.00
Vendor: 0000001548 - IOWA STORMWATER EDUCATION		
IOWA STORMWATER EDUCAT...	I-STORM CONFERENCE-SALT...	245.00
Vendor 0000001548 - IOWA STORMWATER EDUCATION Total:		245.00
Vendor: 0000004500 - JANA SCHWERDTFEGER		
JANA SCHWERDTFEGER	PLA CONFERENCE PER DIEM L...	230.00
Vendor 0000004500 - JANA SCHWERDTFEGER Total:		230.00
Vendor: 0000002443 - KANOPY INC		
KANOPY INC	DOWNLOADABLE MATERIALS	51.00
Vendor 0000002443 - KANOPY INC Total:		51.00
Vendor: 0000001380 - KARALEE KERR		
KARALEE KERR	PLA CONFERENCE PER DIEM L...	230.00
Vendor 0000001380 - KARALEE KERR Total:		230.00
Vendor: 0000001654 - LEAF		
LEAF	COPIER CONTRACT - DS	338.57
Vendor 0000001654 - LEAF Total:		338.57
Vendor: 0000001683 - LIBERTY READY MIX		
LIBERTY READY MIX	FOOTINGS FOR PED SIGNALS	309.00
Vendor 0000001683 - LIBERTY READY MIX Total:		309.00
Vendor: 0000001681 - LIBRARY JOURNAL		
LIBRARY JOURNAL	SUBSCRIPTION RENEWAL	189.00
Vendor 0000001681 - LIBRARY JOURNAL Total:		189.00
Vendor: 0000003131 - LUMEN CENTURY LINK		
LUMEN CENTURY LINK	1/16-2/15/26 FIBER-CIWW	646.71
Vendor 0000003131 - LUMEN CENTURY LINK Total:		646.71
Vendor: 0000001763 - MACQUEEN EQUIPMENT		
MACQUEEN EQUIPMENT	PARTS FOR S-404	301.14
MACQUEEN EQUIPMENT	PARTS FOR S-404	150.30
Vendor 0000001763 - MACQUEEN EQUIPMENT Total:		451.44
Vendor: 0000002988 - MATRIX TRUST COMPANY (DEN)		
MATRIX TRUST COMPANY (D...	DEFER COMP PRETAX - MATR...	942.30
Vendor 0000002988 - MATRIX TRUST COMPANY (DEN) Total:		942.30
Vendor: 0000002830 - MCCLURE ENGINEERING		
MCCLURE ENGINEERING	SE 41ST ST/SE PARK DR EXT #...	628.75
MCCLURE ENGINEERING	WATER SYS ON-CALL SRVCS #2	601.10
Vendor 0000002830 - MCCLURE ENGINEERING Total:		1,229.85
Vendor: 0000001726 - MEDIACOM		
MEDIACOM	CITY HALL TV	83.89
Vendor 0000001726 - MEDIACOM Total:		83.89
Vendor: 0000002713 - MENARDS - GRIMES		
MENARDS - GRIMES	CUTTING WHEEL	8.97
MENARDS - GRIMES	CUP PHONE HOLDER	16.99
MENARDS - GRIMES	MAG SAFE EXTENDER	12.99
MENARDS - GRIMES	GRABBER	17.97
MENARDS - GRIMES	5/8 FLAT WASHER 13 PC	2.69
MENARDS - GRIMES	5/8-11 HEX NUT	5.98
MENARDS - GRIMES	4-1/2 MULTI-CUTTING	11.96
MENARDS - GRIMES	ALL THRD 5/8-11	17.98
MENARDS - GRIMES	SUPPLIES	21.92
MENARDS - GRIMES	WALLACE FARM FENCE REPAI...	30.19
Vendor 0000002713 - MENARDS - GRIMES Total:		147.64

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
Vendor: 0000002495 - MERCYONE WATERLOO MEDICAL CTR		
MERCYONE WATERLOO MEDI...	CONSORTIUM FEE	75.00
Vendor 0000002495 - MERCYONE WATERLOO MEDICAL CTR Total:		75.00
Vendor: 0000001738 - METRO WASTE AUTHORITY		
METRO WASTE AUTHORITY	LARGE ITEM STICKERS	2,500.00
METRO WASTE AUTHORITY	FEBRUARY 2026 CURB-IT FEE	21,538.88
METRO WASTE AUTHORITY	FEBRUARY 2026 GARBAGE FEE	55,025.49
Vendor 0000001738 - METRO WASTE AUTHORITY Total:		79,064.37
Vendor: 0000004633 - METRONET SYSTEMS HOLDINGS LLC		
METRONET SYSTEMS HOLDIN...	INTERNET FOR FLEXNET SYST...	239.95
Vendor 0000004633 - METRONET SYSTEMS HOLDINGS LLC Total:		239.95
Vendor: 0000001756 - MID COUNTRY MACHINERY, IN		
MID COUNTRY MACHINERY, IN	FORKS FOR FORKLIFT	1,281.18
Vendor 0000001756 - MID COUNTRY MACHINERY, IN Total:		1,281.18
Vendor: 0000002723 - MI-FIBER, LLC		
MI-FIBER, LLC	CENSUS OFFICE INTERNET	90.60
MI-FIBER, LLC	GCC INTERNET	373.90
MI-FIBER, LLC	DS INTERNET	14.00
Vendor 0000002723 - MI-FIBER, LLC Total:		478.50
Vendor: 0000003134 - MSA PROFESSIONAL SERVICES		
MSA PROFESSIONAL SERVICES	SE LTL BEAV/4TH-6TH ST REC...	2,899.84
MSA PROFESSIONAL SERVICES	SE 2ND STREET WATER MAIN ...	6,891.51
Vendor 0000003134 - MSA PROFESSIONAL SERVICES Total:		9,791.35
Vendor: 0000001833 - ODP BUSINESS SOLUTIONS LLC		
ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	52.87
Vendor 0000001833 - ODP BUSINESS SOLUTIONS LLC Total:		52.87
Vendor: 0000004460 - ON TIME TELECOM, INC.		
ON TIME TELECOM, INC.	UB AUTO CALLS-ACCT #19271...	269.95
ON TIME TELECOM, INC.	UB AUTO CALLS-ACCT #19271...	269.94
Vendor 0000004460 - ON TIME TELECOM, INC. Total:		539.89
Vendor: 0000001827 - O'REILLY AUTO PARTS		
O'REILLY AUTO PARTS	CORE RETURN INV #6383-361...	-22.00
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE SUPP...	29.94
Vendor 0000001827 - O'REILLY AUTO PARTS Total:		7.94
Vendor: 0000001755 - PEACEFUL PRACTICE YOGA		
PEACEFUL PRACTICE YOGA	YOGA	607.50
Vendor 0000001755 - PEACEFUL PRACTICE YOGA Total:		607.50
Vendor: 0000001870 - PETERSON PEST & TERMITE		
PETERSON PEST & TERMITE	PEST CONTROL-LIBRARY	45.00
Vendor 0000001870 - PETERSON PEST & TERMITE Total:		45.00
Vendor: 0000001891 - PIONEER MANUFACTURING CO		
PIONEER MANUFACTURING CO	GREEN PAINT	619.65
PIONEER MANUFACTURING CO	BLITZ 2.0	966.00
PIONEER MANUFACTURING CO	BROWN PAINT	619.65
PIONEER MANUFACTURING CO	REMOVER BRUSH	123.45
Vendor 0000001891 - PIONEER MANUFACTURING CO Total:		2,328.75
Vendor: 0000004733 - PYE-BARKER FIRE & SAFETY		
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. CHAMBER	110.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT OLD LIBRARY	120.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. NW LS	100.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT OLD FS	130.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. CH	120.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. WRA LS	120.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. INSPECTI...	320.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. HVMP	190.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. GATEWAY ...	100.00

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. 37 LS	100.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. GCC	240.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. SSC	130.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT INSPECTION...	670.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. NSC	120.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT LIBRARY	160.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT. INSPECTI...	110.00
PYE-BARKER FIRE & SAFETY	ANNUAL FIRE EXT	265.00
Vendor 0000004733 - PYE-BARKER FIRE & SAFETY Total:		3,105.00
Vendor: 0000004468 - RINGCENTRAL, INC.		
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	678.58
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	283.05
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	316.67
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	283.05
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	277.22
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	56.86
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	50.65
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	45.23
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	45.24
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	135.70
RINGCENTRAL, INC.	CITY PHONE SERVICES - SHAR...	639.16
Vendor 0000004468 - RINGCENTRAL, INC. Total:		2,811.41
Vendor: 0000004532 - SBS SERVICES GROUP LLC		
SBS SERVICES GROUP LLC	CLEANING SERVICE- CENSUS	650.00
SBS SERVICES GROUP LLC	CLEANING SERVICE- PW	832.36
SBS SERVICES GROUP LLC	CLEANING-LIBRARY	2,291.80
SBS SERVICES GROUP LLC	JANITORIAL SERVICES-CITY HA...	628.52
Vendor 0000004532 - SBS SERVICES GROUP LLC Total:		4,402.68
Vendor: 0000002997 - SECURITY EQUIPMENT INC		
SECURITY EQUIPMENT INC	REKEY LOCKS AT WRA LIFT ST...	262.88
Vendor 0000002997 - SECURITY EQUIPMENT INC Total:		262.88
Vendor: VEN01088 - SENTRY CUSTOM SECURITY INC		
SENTRY CUSTOM SECURITY INC	Door counter	1,558.00
Vendor VEN01088 - SENTRY CUSTOM SECURITY INC Total:		1,558.00
Vendor: VEN01091 - TEMPLE HOLDINGS LLC		
TEMPLE HOLDINGS LLC	RESOLUTION 12-3125 TEMP E...	112,680.00
Vendor VEN01091 - TEMPLE HOLDINGS LLC Total:		112,680.00
Vendor: 0000002105 - TOMPKINS INDUSTRIES INC.		
TOMPKINS INDUSTRIES INC.	S-403 MAITNENANCE SUPPLIES	146.12
Vendor 0000002105 - TOMPKINS INDUSTRIES INC. Total:		146.12
Vendor: 0000004915 - TONIES US INC		
TONIES US INC	DISNEY ZOOTOPIA TONIE	12.00
TONIES US INC	CLEVER TONIE	20.00
TONIES US INC	PAW PATROL TONIE	12.00
TONIES US INC	MINDFULNESS TONIE	12.00
TONIES US INC	PAW PATROL TONIE	12.00
TONIES US INC	LALALINOS TONIE BAG	24.00
TONIES US INC	NATIONAL GEOGRAPHIC TONIE	12.00
TONIES US INC	FAVORITE TONIE	12.00
TONIES US INC	PURPLE STARTER TONIE	80.00
TONIES US INC	BLIPPI TONIE	12.00
Vendor 0000004915 - TONIES US INC Total:		208.00
Vendor: 0000002147 - ULINE		
ULINE	PESTICIDE SPILL CONTAINME...	531.22
Vendor 0000002147 - ULINE Total:		531.22

Expense Approval Report

Payment Dates: 2/25/2026 - 3/10/2026

Vendor Name	Description (Item)	Amount
Vendor: 000002128 - UNPLUGGED WIRELESS		
UNPLUGGED WIRELESS	INSTALL RADIOS- S-211 & S-2...	1,484.98
Vendor 000002128 - UNPLUGGED WIRELESS Total:		1,484.98
Vendor: 000002986 - Valic/AIG		
Valic/AIG	DEFER COMP PRETAX - VALIC	340.00
Valic/AIG	DEFER COMP PRETAX - VALIC	9.01
Valic/AIG	DEFER COMP PRETAX - VALIC	8.99
Valic/AIG	DEFERRED COMP ROTH - VALIC	163.57
Valic/AIG	DEFERRED COMP ROTH - VALIC	300.00
Valic/AIG	DEFERRED COMP ROTH - VALIC	26.08
Valic/AIG	DEFERRED COMP ROTH - VALIC	20.00
Valic/AIG	DEFERRED COMP ROTH - VALIC	62.93
Valic/AIG	DEFERRED COMP ROTH - VALIC	109.92
Vendor 000002986 - Valic/AIG Total:		1,040.50
Vendor: 000002163 - VAN WALL EQUIPMENT		
VAN WALL EQUIPMENT	P-421 TIRE INSTALL	55.00
VAN WALL EQUIPMENT	P-405 HYDRAULIC CYLINDER	558.22
VAN WALL EQUIPMENT	SUPPLIES	28.13
VAN WALL EQUIPMENT	SW-412 REPAIR	42.45
Vendor 000002163 - VAN WALL EQUIPMENT Total:		683.80
Vendor: 000004095 - VICTORY MOUNDS		
VICTORY MOUNDS	REPLACEMENT SPIKES	453.20
Vendor 000004095 - VICTORY MOUNDS Total:		453.20
Vendor: 000002970 - Voya International Trust Co.		
Voya International Trust Co.	DEFER COMP PRETAX - VOYA	2,874.23
Voya International Trust Co.	DEFER COMP PRETAX - VOYA	398.46
Voya International Trust Co.	DEFER COMP PRETAX - VOYA	398.47
Voya International Trust Co.	DEFERRED COMP ROTH - VOYA	600.01
Voya International Trust Co.	DEFERRED COMP ROTH - VOYA	23.50
Voya International Trust Co.	DEFERRED COMP ROTH - VOYA	23.49
Vendor 000002970 - Voya International Trust Co. Total:		4,318.16
Vendor: 000002198 - WEBSPEC DESIGN		
WEBSPEC DESIGN	WEBSITE SUPPORT LIBRARY	1,950.00
Vendor 000002198 - WEBSPEC DESIGN Total:		1,950.00
Vendor: 000002200 - WHITFIELD & EDDY, PLC		
WHITFIELD & EDDY, PLC	GENERAL - JANUARY 2026	14,569.00
Vendor 000002200 - WHITFIELD & EDDY, PLC Total:		14,569.00
Vendor: 000002213 - WRIGHT OUTDOOR SOLUTIONS		
WRIGHT OUTDOOR SOLUTIO...	PLANT MAINTENANCE LIBRARY	166.00
Vendor 000002213 - WRIGHT OUTDOOR SOLUTIONS Total:		166.00
Payables Total		1,998,918.34
Payroll dated 3/06/2026		175,473.37
Grand Total		2,174,391.71

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL	809,516.90
002 - LIBRARY FUND	53,907.37
110 - ROAD USE TAX	145,067.85
112 - EMPLOYEE BENEFITS	63,729.58
160 - HOTEL/MOTEL/ECON DEV	3,406.50
301 - CAPITAL PROJECT FUND	740.60
345 - ANNUAL WATER MAIN REPLACE	6,891.51
363 - WRA SANI SEWER PHASE 3	5,524.99
369 - SE 11TH & JAMES	249,713.00
371 - 11TH & GATEWAY SIGNAL	2,899.84
385 - SE 41ST & SE PARK EXTNSN	628.75
600 - WATER	223,147.93
610 - SEWER	314,100.12
670 - LANDFILL/GARBAGE	79,822.37
740 - STORM WATER	6,396.19
750 - MULTIPLEX	33,424.84
Fund Totals	1,998,918.34
Payroll dated 3/06/2026	175,473.37
Grand Total	2,174,391.71

RESOLUTION 03-0326 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 03-0326

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 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Water System On-Call Services
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 600-810-6407 **Finance Project #** _____
Vendor Project or Invoice #: 2025002750-000 **PO #** _____
Original Contract Date: November 25, 2025 **Vendor #** 2830

Date of Council Meeting: March 10, 2026 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: December 28, 2025 Through: January 31, 2026

Contract Summary

Original Contract Amount:	\$	<u>60,000.00</u>	
Net change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>60,000.00</u>	
Total completed and stored to date:	\$	<u>16,676.60</u>	
Retainage: <u>0</u> % of Completed Work:			
Total Earned less Retainage:	\$	<u>16,676.60</u>	
Less previous applications for payment:	\$	<u>16,075.50</u>	
SUBTOTAL			\$ <u>601.10</u>

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE **\$ 601.10**

Balance to finish, including retainage: \$ 43,323.40

Contract Time Remaining (If applicable) - WORKING DAYS

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

Construction Contractor Approval:

Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: McClure Engineering Company

Heather Dallen Digitally signed by Heather Dallen
DN: E=hdallen@mcclurevision.com,
O=McClure Engineering Co.,
CN=Heather Dallen
Date: 2026.02.17 16:34:24 -0600
February 10, 2026
 Signature _____ Date _____

City of Grimes Staff Approval:

 Signature _____ Date 3-2-26

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 27, 2026	\$ 16,075.50
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
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64		
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66		
67		
68		
69		
70		

TOTAL \$ 16,075.50

Record of Change Orders

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

TOTAL \$ -

Contract Time Remaining

Contract Period:	<u>WORKING DAYS</u>
Original Contract Date:	<u>November 25, 2025</u>
Original Contract Time:	_____
Added by Change Order:	_____
Contract Time to Date:	<u>-</u>
Time Used to Date:	_____
Contract Time Remaining:	<u>-</u>



1360 NW 121st Street
Clive, IA 50325

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

February 02, 2026
Project No: 2025002750-000
Invoice No: 165982
Due Date: March 04, 2026

Project 2025002750-000 Grimes Water System On-Call Services

Professional Services from December 28, 2025 to January 31, 2026

Phase 901 On-Call Services

	Hours	Rate	Amount	
Engineer I	2.00	135.00	270.00	
Team Leader	.75	250.00	187.50	
Principal I	.50	275.00	137.50	
Totals	3.25		595.00	
Total Labor				595.00

Mileage (.725/.686 p/mile)

6.10

Total this Phase \$601.10

	Current	Prior	To-Date	
Total Billings	601.10	16,075.50	16,676.60	
Contract Limit (not-to-exceed)			20,000.00	
Contract Limit Remaining			3,323.40	
				Total Due this Invoice \$601.10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: March 10, 2026 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: December 28, 2025 Through: January 31, 2026

Contract Summary

Original Contract Amount:	\$	<u>179,700.00</u>	
Net change by Change Orders:	\$	<u>151,555.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>331,255.00</u>	
Total completed and stored to date:	\$	<u>177,721.27</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>177,721.27</u>	
Less previous applications for payment:	\$	<u>177,092.52</u>	
SUBTOTAL	\$	<u>628.75</u>	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE **\$ 628.75**

Balance to finish, including retainage: \$ 153,533.73

Contract Time Remaining (If applicable) - WORKING DAYS

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


Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

McClure Engineering Company
Firm Name


Signature February 16, 2026
Date

City of Grimes Staff Approval:


Signature 3-2-26
Date

Submit to: Engineering Department

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	December 26, 2023	\$ 5,872.59
2	February 13, 2024	\$ 6,283.75
3	March 12, 2024	\$ 7,407.50
4	April 9, 2024	\$ 34,256.30
5	May 14, 2024	\$ 23,880.59
6	April 22, 2025	\$ 76,925.54
7	June 24, 2025	\$ 3,298.75
8	August 26, 2025	\$ 4,685.00
9	October 14, 2025	\$ 5,625.00
10	November 25, 2025	\$ 958.75
11	January 27, 2026	\$ 7,898.75
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 177,092.52

Record of Change Orders

No.	Date	Amount
1	November 25, 2025	\$ 151,555.00
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TOTAL \$ 151,555.00

Contract Time Remaining

Contract Period:	<u>WORKING DAYS</u>
Original Contract Date:	<u>September 12, 2023</u>
Original Contract Time:	_____
Added by Change Order:	_____
Contract Time to Date:	-
Time Used to Date:	_____
Contract Time Remaining:	-



1360 NW 121st Street
Clive, IA 50325

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

January 31, 2026
Project No: 2022001381-001
Invoice No: 165711
Due Date: March 02, 2026

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

Professional Services from December 28, 2025 to January 31, 2026

Phase	850	Project Management
Task	851	Project Management and Coordination

	Hours	Rate	Amount
Project Manager I	1.00	185.00	185.00
Project Manager II	2.00	205.00	410.00
Project Coordinator	.25	135.00	33.75
Totals	3.25		628.75
Total Labor			628.75

Total this Task \$628.75

Total this Phase \$628.75

	Current	Prior	To-Date
Total Billings	628.75	177,092.52	177,721.27
Contract Limit (not-to-exceed)			331,255.00
Contract Limit Remaining			153,533.73
		Total Due this Invoice	\$628.75

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 2nd Street Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 345-810-6407 **Finance Project #** _____
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: July 22, 2025 **Vendor #** 3134

Date of Council Meeting: 03/10/2026 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 01/25/2026 Through: 02/21/2025

Contract Summary

Original Contract Amount:	\$	<u>50,140.00</u>	
Net change by Change Orders:	\$	<u>30,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>81,040.00</u>
Total completed and stored to date:	\$	<u>46,406.61</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>46,406.61</u>
Less previous applications for payment:	\$		<u>39,515.10</u>
SUBTOTAL			\$ <u>6,891.51</u>
OTHER CHARGES (Attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE	\$		<u>6,891.51</u>
Balance to finish, including retainage:	\$		<u>34,633.39</u>
Contract Time Remaining (If applicable)		<u>-</u>	CALENDAR DAYS

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

Construction Contractor Approval:

 Firm Name

 Signature Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.
 Firm Name
Nichole Simgren
 Signature
02/27/2026
 Date

City of Grimes Staff Approval:

Matt Allen
 Signature
3-3-26
 Date

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2025	\$ 10,758.06
2	November 10, 2025	\$ 12,893.34
3	December 9, 2025	\$ 5,629.84
4	January 13, 2025	\$ 3,637.50
5	February 10, 2026	\$ 6,596.36
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Previous Applications for Payment

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TOTAL \$ 39,515.10

Record of Change Orders

No.	Date	Amount
1	November 10, 2025	\$ 30,900.00
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TOTAL \$ 30,900.00

Contract Time Remaining

Contract Period: CALENDAR DAYS
 Original Contract Date: July 22, 2025
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: _____ -
 Time Used to Date: _____
 Contract Time Remaining: _____ -



INVOICE

TO MAKE A PAYMENT BY CREDIT CARD, PLEASE REQUEST A SECURE LINK VIA COLLECTIONS@MSA-PS.COM. A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD. PAST DUE BALANCES ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER MONTH.

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

Invoice No: 026364
Invoice Date: 2/27/2026
Invoice Terms: Due upon receipt
Project No: R09410019.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

email invoice
include supporting documents
NTE \$50,140.00
From 01/25/2026 To 02/21/2026

R09410019.00 Grimes IA SE 2nd St Water Main

R09410019.00.300 - Final Design

Subtotal Final Design 957.86

R09410019.00.500 - Bidding

Subtotal Bidding 41.33

R09410019.00.600 - Project Administration

Subtotal Project Administration 2,837.16

Total 3,836.35

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

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

Check Payments:

MSA
1230 South Boulevard
Baraboo, WI 53913



INVOICE

TO MAKE A PAYMENT BY CREDIT CARD PLEASE REQUEST A SECURE LINK VIA COLLECTIONS@MSA-PS.COM A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD PAST DUE BALANCES ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER MONTH

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

Invoice No: 026363
Invoice Date: 2/27/2026
Invoice Terms: Due upon receipt
Project No: R09410030.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

email invoice with supporting documentation
From 01/01/2026 To 02/21/2026

R09410030.00 SE 2nd Street Watermain CRS

R09410030.00.100 - Construction Administration

Subtotal Construction Administration 3,055.16

Total 3,055.16

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

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

Check Payments:

MSA
1230 South Boulevard
Baraboo, WI 53913

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Little Beaver Dr. and SE 4th Thru 6th Sts. Reconstruction
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 371-210-6407 Finance Project #:
Vendor Project or Invoice #: PO #:
Original Contract Date: April 23, 2024 Vendor #: 3134

Date of Council Meeting: March 10, 2026 PAYMENT REQUEST #: 16
PAYMENT PERIOD: From: 01/25/2026 Through: 02/21/2026

Contract Summary

Original Contract Amount: \$ 106,200.00
Net change by Change Orders: \$ 157,500.00
Contract Amount to Date: (line 1 ± 2) \$ 263,700.00
Total completed and stored to date: \$ 212,475.33
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 212,475.33
Less previous applications for payment: \$ 209,575.49
SUBTOTAL \$ 2,899.84

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,899.84

Balance to finish, including retainage: \$ 51,224.67

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.

Firm Name

Nichole Sengren

Signature Date 02/27/2026

City of Grimes Staff Approval:

Matthew

Signature Date 3-3-26

Submit to: Engineering Department

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 25, 2024	\$ 10,176.43
2	July 23, 2024	\$ 7,465.00
3	August 27, 2024	\$ 13,936.25
4	September 24, 2024	\$ 14,398.40
5	October 22, 2024	\$ 54,409.47
6	November 26, 2024	\$ 35,113.72
7	May 27, 2025	\$ 30,921.61
8	June 24, 2025	\$ 4,293.62
9	July 22, 2025	\$ 3,893.47
10	August 12, 2025	\$ 5,201.97
11	September 9, 2025	\$ 7,250.54
12	November 10, 2025	\$ 9,617.83
13	December 9, 2025	\$ 6,329.38
14	January 13, 2026	\$ 2,723.44
15	February 10, 2026	\$ 3,844.36
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 209,575.49

Record of Change Orders

No.	Date	Amount
1	June 25, 2024	\$ 45,400.00
2	February 25, 2025	\$ 59,100.00
3	October 28, 2025	\$ 53,000.00
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TOTAL \$ 157,500.00

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	April 23, 2024
Original Contract Time:	_____
Added by Change Order:	_____
Contract Time to Date:	-
Time Used to Date:	_____
Contract Time Remaining:	-



INVOICE

TO MAKE A PAYMENT BY CREDIT CARD, PLEASE REQUEST A SECURE LINK VIA COLLECTIONS@MSA-PS.COM. A 3% SERVICE FEE WILL BE ADDED TO INVOICES PAID BY CREDIT CARD. PAST DUE BALANCES ARE SUBJECT TO AN INTEREST RATE OF 1.5% PER MONTH.

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

Invoice No: 026365
Invoice Date: 2/27/2026
Invoice Terms: Due upon receipt
Project No: R09410029.00
Project Manager: Nichole Sungren
Client Liaison: Nichole Sungren
Customer Ref:

email invoice
From 01/25/2026 To 02/21/2026

R09410029.00 SE 5th and SE 6th CRS

R09410029.00.100 - Project Manual & Bidding

Subtotal Project Manual & Bidding 38.43

R09410029.00.200 - Construction Administration

Subtotal Construction Administration 2,717.41

R09410029.00.300 - Construction Staking

Subtotal Construction Staking 144.00

Total 2,899.84

Please include the MSA Invoice Number and Project Number with your payment.

ACH Payments:

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

**Check Payments:
MSA**

1230 South Boulevard
Baraboo, WI 53913

RESOLUTION 03-0426 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 03-0426

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 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S James Street & S 19th Street Improvements
Contractor: Elder Corporation
Address: 5088 E Univeristy Ave, Pleasant Hill, IA 50327
Finance Budget Code: 369-210-6499 **Finance Project #** _____
Vendor Project or Invoice #: _____ **PO #** _____
Original Contract Date: November 25, 2025 **Vendor #** 1336

Date of Council Meeting: March 10, 2026 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 18, 2026 Through: February 26, 2026

Contract Summary

Original Contract Amount:	\$	<u>7,415,000.00</u>	
Net change by Change Orders:	\$	<u>24,954.25</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>7,439,954.25</u>
Total completed and stored to date:	\$	<u>141,271.13</u>	
Retainage: <u>3</u> % of Completed Work:	\$	<u>4,238.13</u>	
Total Earned less Retainage:	\$		<u>137,033.00</u>
Less previous applications for payment:	\$	<u>-</u>	
SUBTOTAL			\$ <u>137,033.00</u>
OTHER CHARGES (Attach an itemized list)	\$		<u>-</u>
CURRENT PAYMENT DUE			\$ <u>137,033.00</u>
Balance to finish, including retainage:	\$		<u>7,302,921.25</u>

Contract Time Remaining (if applicable) 581.00 CALENDAR DAYS

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

Construction Contractor Approval: Elder Corporation
 Firm Name
 Signature: Lydia Jones Date: 02/27/2026

Engineer / Consultant Approval: Foth Infrastructure & Environment
 Firm Name
 Signature: Todd Holup Date: 02/27/2026

City of Grimes Staff Approval:
 Signature: Matt Allen Date: 3-2-26

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	VALUE OF STORED MATERIALS REMAINING	TOTAL COMPLETED WORK AND STORED MATERIALS	REMAINING QUANTITY	PERCENT COMPLETE
2.1	CLEARING & GRUBBING	UNIT	455.00		455.00	\$ 18.00	\$ 8,190.00	104.10	\$ 1,873.80	\$ -	\$ 1,873.80	350.90	22.88%
2.2	TOPSOIL, ON SITE	CY	10,257.00	(10.00)	10,247.00	\$ 10.50	\$ 107,593.50	575.00	\$ 6,037.50	\$ -	\$ 6,037.50	9,672.00	5.61%
2.3	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	8,644.00	26.00	8,670.00	\$ 3.75	\$ 32,512.50		\$ -	\$ -	\$ -	8,670.00	0.00%
2.4	EXCAVATION, CLASS 10, EMBANKMENT IN PLACE	CY	27,003.00	(47.00)	26,956.00	\$ 1.75	\$ 47,173.00		\$ -	\$ -	\$ -	26,956.00	0.00%
2.5	EXCAVATION, CLASS 10, IMPORT	CY	3,524.00		3,524.00	\$ 5.00	\$ 17,620.00		\$ -	\$ -	\$ -	3,524.00	0.00%
2.6	SUBGRADE PREPARATION, 6 IN.	SY	1,658.00		1,658.00	\$ 2.50	\$ 4,145.00		\$ -	\$ -	\$ -	1,658.00	0.00%
2.7	SUBGRADE TREATMENT, 2% CEMENT	SY	35,197.00		35,197.00	\$ 1.00	\$ 35,197.00		\$ -	\$ -	\$ -	35,197.00	0.00%
2.8	CEMENT (2% AT 114 PCF)	TON	360.00		360.00	\$ 210.00	\$ 75,600.00		\$ -	\$ -	\$ -	360.00	0.00%
2.9	SUBBASE, MODIFIED, 6 IN.	SY	36,855.00		36,855.00	\$ 7.75	\$ 285,626.25		\$ -	\$ -	\$ -	36,855.00	0.00%
2.10	REMOVAL OF ABANDONED RAILROAD	LF	35.00		35.00	\$ 42.00	\$ 1,470.00		\$ -	\$ -	\$ -	35.00	0.00%
3.1	TRENCH FOUNDATION	TON	100.00		100.00	\$ 52.00	\$ 5,200.00		\$ -	\$ -	\$ -	100.00	0.00%
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	200.00	10.00	210.00	\$ 131.00	\$ 27,510.00		\$ -	\$ -	\$ -	210.00	0.00%
4.2	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	1,245.00		1,245.00	\$ 93.00	\$ 115,785.00		\$ -	\$ -	\$ -	1,245.00	0.00%
4.3	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	99.00		99.00	\$ 117.00	\$ 11,583.00		\$ -	\$ -	\$ -	99.00	0.00%
4.4	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	857.00		857.00	\$ 132.00	\$ 113,124.00		\$ -	\$ -	\$ -	857.00	0.00%
4.5	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	221.00		221.00	\$ 190.00	\$ 41,990.00		\$ -	\$ -	\$ -	221.00	0.00%
4.6	STORM SEWER, TRENCHED, RCP, CLASS III, 54 IN.	LF	1,248.00		1,248.00	\$ 250.00	\$ 312,000.00		\$ -	\$ -	\$ -	1,248.00	0.00%
4.7	STORM SEWER, TRENCHED, RCP, CLASS V, 12 IN.	LF	26.00		26.00	\$ 68.00	\$ 1,768.00		\$ -	\$ -	\$ -	26.00	0.00%
4.8	STORM SEWER, TRENCHED, RCP, CLASS V, 15 IN.	LF	1,322.00		1,322.00	\$ 77.00	\$ 101,794.00		\$ -	\$ -	\$ -	1,322.00	0.00%
4.9	STORM SEWER, TRENCHED, RCP, CLASS V, 18 IN.	LF	680.00		680.00	\$ 87.00	\$ 59,160.00		\$ -	\$ -	\$ -	680.00	0.00%
4.10	REMOVAL OF STORM SEWER LESS THAN OR EQUAL TO 36 IN.	LF	971.00		971.00	\$ 39.00	\$ 37,869.00		\$ -	\$ -	\$ -	971.00	0.00%
4.11	REMOVAL OF STORM SEWER GREATER THAN 36 IN.	LF	78.00		78.00	\$ 50.00	\$ 3,900.00		\$ -	\$ -	\$ -	78.00	0.00%
4.12	PIPE APRON, CONCRETE, 54 IN.	EA	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	\$ -	\$ -	1.00	0.00%
4.13	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	3,639.00	461.00	4,100.00	\$ 19.00	\$ 77,900.00		\$ -	\$ -	\$ -	4,100.00	0.00%
4.14	SUBDRAIN CLEANOUT, TYPE A-1	EA	6.00		6.00	\$ 950.00	\$ 5,700.00		\$ -	\$ -	\$ -	6.00	0.00%
4.15	SUBDRAIN CONNECTION TO STRUCTURE OR PIPE	EA	22.00	24.00	46.00	\$ 390.00	\$ 17,940.00		\$ -	\$ -	\$ -	46.00	0.00%
4.16	FIELD TILE REPAIR, PVC, UNSPECIFIED DIAMETER	LF	250.00		250.00	\$ 37.00	\$ 9,250.00		\$ -	\$ -	\$ -	250.00	0.00%
4.17	STORM SEWER ROCK CHIMNEY	LF	1,812.00	(962.00)	850.00	\$ 26.00	\$ 22,100.00		\$ -	\$ -	\$ -	850.00	0.00%
4.18	SANITARY SEWER SAG REPAIR, GROUTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00		\$ -	\$ -	\$ -	1.00	0.00%
5.1	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	1,045.00		1,045.00	\$ 61.00	\$ 63,745.00		\$ -	\$ -	\$ -	1,045.00	0.00%
5.2	WATER MAIN, TRENCHED, PVC, RESTRAINED JOINT, 8 IN.	LF	341.00	130.00	471.00	\$ 52.00	\$ 24,492.00		\$ -	\$ -	\$ -	471.00	0.00%
5.3	WATER MAIN, TRENCHED, PVC, RESTRAINED JOINT, 12 IN.	LF	80.00		80.00	\$ 80.00	\$ 6,400.00		\$ -	\$ -	\$ -	80.00	0.00%
5.4	WATER MAIN, TRENCHED, PVC, RESTRAINED JOINT, 16 IN.	LF	5,110.00		5,110.00	\$ 104.00	\$ 531,440.00		\$ -	\$ -	\$ -	5,110.00	0.00%
5.5	WATER MAIN, TRENCHED, RESTRAINED JOINT, DIP, W/ ZINC COATING, 24 IN.	LF	175.00		175.00	\$ 350.00	\$ 61,250.00		\$ -	\$ -	\$ -	175.00	0.00%
5.6	FITTINGS BY COUNT, DUCTILE IRON, 8" BEND	EA	4.00	2.00	6.00	\$ 700.00	\$ 4,200.00		\$ -	\$ -	\$ -	6.00	0.00%
5.7	FITTINGS BY COUNT, DUCTILE IRON, 8" SOLID SLEEVE	EA	2.00		2.00	\$ 1,000.00	\$ 2,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.8	FITTINGS BY COUNT, DUCTILE IRON, 12" BEND	EA	7.00		7.00	\$ 1,200.00	\$ 8,400.00		\$ -	\$ -	\$ -	7.00	0.00%
5.9	FITTINGS BY COUNT, DUCTILE IRON, 12"x8" TEE	EA	2.00		2.00	\$ 1,500.00	\$ 3,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.10	FITTINGS BY COUNT, DUCTILE IRON, 12"x12" TEE	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	\$ -	\$ -	1.00	0.00%
5.11	FITTINGS BY COUNT, DUCTILE IRON, 16" SOLID SLEEVE	EA	2.00		2.00	\$ 2,300.00	\$ 4,600.00		\$ -	\$ -	\$ -	2.00	0.00%
5.12	FITTINGS BY COUNT, DUCTILE IRON, 16" BEND	EA	12.00		12.00	\$ 2,400.00	\$ 28,800.00		\$ -	\$ -	\$ -	12.00	0.00%
5.13	FITTINGS BY COUNT, DUCTILE IRON, 16"x8" CROSS	EA	1.00		1.00	\$ 2,900.00	\$ 2,900.00		\$ -	\$ -	\$ -	1.00	0.00%
5.14	FITTINGS BY COUNT, DUCTILE IRON, 16"x8" TEE	EA	1.00	1.00	2.00	\$ 2,900.00	\$ 5,800.00		\$ -	\$ -	\$ -	2.00	0.00%
5.15	FITTINGS BY COUNT, DUCTILE IRON, 16"x12" TEE	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00		\$ -	\$ -	\$ -	1.00	0.00%
5.16	FITTINGS BY COUNT, DUCTILE IRON, 16"x16" TEE	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.17	FITTINGS BY COUNT, DUCTILE IRON, 24"x 16" TEE	EA	2.00		2.00	\$ 7,400.00	\$ 14,800.00		\$ -	\$ -	\$ -	2.00	0.00%
5.18	FITTINGS BY COUNT, DUCTILE IRON, 24"x12" REDUCER	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	\$ -	\$ -	1.00	0.00%
5.19	FITTINGS BY COUNT, DUCTILE IRON, 24" BEND	EA	6.00		6.00	\$ 4,500.00	\$ 27,000.00		\$ -	\$ -	\$ -	6.00	0.00%
5.20	FITTINGS BY COUNT, DUCTILE IRON, 24" SOLID SLEEVE	EA	1.00		1.00	\$ 4,100.00	\$ 4,100.00		\$ -	\$ -	\$ -	1.00	0.00%
5.21	WATER MAIN REMOVAL	LF	426.00		426.00	\$ 59.00	\$ 25,134.00		\$ -	\$ -	\$ -	426.00	0.00%
5.22	VALVE, GATE, 8 IN.	EA	5.00	1.00	6.00	\$ 2,500.00	\$ 15,000.00		\$ -	\$ -	\$ -	6.00	0.00%
5.23	VALVE, GATE, 12 IN.	EA	4.00		4.00	\$ 4,300.00	\$ 17,200.00		\$ -	\$ -	\$ -	4.00	0.00%
5.24	VALVE, GATE, 16 IN.	EA	9.00		9.00	\$ 11,000.00	\$ 99,000.00		\$ -	\$ -	\$ -	9.00	0.00%
5.25	VALVE, BUTTERFLY, 24 IN.	EA	1.00		1.00	\$ 21,000.00	\$ 21,000.00		\$ -	\$ -	\$ -	1.00	0.00%
5.26	TAPPING VALVE ASSEMBLY, 24"x8" TAPPING SLEEVE	EA	2.00		2.00	\$ 10,000.00	\$ 20,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.27	VALVE, GATE, 12 IN., LIVE INSERT	EA	2.00		2.00	\$ 21,000.00	\$ 42,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.28	LINE STOP, 12 IN.	EA	2.00		2.00	\$ 19,000.00	\$ 38,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.29	FIRE HYDRANT ASSEMBLY	EA	13.00	1.00	14.00	\$ 9,000.00	\$ 126,000.00		\$ -	\$ -	\$ -	14.00	0.00%
5.30	VALVE BOX EXTENSION	EA	4.00		4.00	\$ 450.00	\$ 1,800.00		\$ -	\$ -	\$ -	4.00	0.00%
5.31	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	\$ 2,300.00	\$ 4,600.00		\$ -	\$ -	\$ -	2.00	0.00%
5.32	FIRE HYDRANT ASSEMBLY REMOVAL	EA	2.00		2.00	\$ 1,000.00	\$ 2,000.00		\$ -	\$ -	\$ -	2.00	0.00%
5.33	VALVE REMOVAL, 8 IN.	EA	2.00		2.00	\$ 1,200.00	\$ 2,400.00		\$ -	\$ -	\$ -	2.00	0.00%
5.34	VALVE REMOVAL, 12 IN.	EA	5.00		5.00	\$ 1,600.00	\$ 8,000.00		\$ -	\$ -	\$ -	5.00	0.00%
6.1	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.00		1.00	\$ 6,400.00	\$ 6,400.00		\$ -	\$ -	\$ -	1.00	0.00%
6.2	MANHOLE, STORM SEWER, SW-402, 4 FT X 5 FT	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	\$ -	\$ -	1.00	0.00%
6.3	MANHOLE, STORM SEWER, SW-403, 6 FT X 5 FT	EA	1.00		1.00	\$ 16,000.00	\$ 16,000.00		\$ -	\$ -	\$ -	1.00	0.00%
6.4	INTAKE, SINGLE GRATE, SW-501	EA	11.00		11.00	\$ 3,200.00	\$ 35,200.00		\$ -	\$ -	\$ -	11.00	0.00%
6.5	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503	EA	10.00		10.00	\$ 5,900.00	\$ 59,000.00		\$ -	\$ -	\$ -	10.00	0.00%
6.6	INTAKE, SINGLE GRATE WITH MANHOLE, SW-503, MOD 1	EA	2.00		2.00	\$ 9,200.00	\$ 18,400.00		\$ -	\$ -	\$ -	2.00	0.00%
6.7	INTAKE, DOUBLE GRATE, SW-505	EA	6.00		6.00	\$ 5,300.00	\$ 31,800.00		\$ -	\$ -	\$ -	6.00	0.00%
6.8	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EA	6.00		6.00	\$ 9,300.00	\$ 55,800.00		\$ -	\$ -	\$ -	6.00	0.00%
6.9	INTAKE, CIRCULAR AREA, SW-512 (24")	EA	4.00		4.00	\$ 2,100.00	\$ 8,400.00		\$ -	\$ -	\$ -	4.00	0.00%
6.10	INTAKE, CIRCULAR AREA, SW-512 (30")	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00		\$ -	\$ -	\$ -	2.00	0.00%
6.11	INTAKE, LARGE WELL, DOUBLE GRATE WITH MANHOLE, SW-516, MOD 1	EA	6.00		6.00	\$ 16,000.00	\$ 96,000.00		\$ -	\$ -	\$ -	6.00	0.00%
6.12	MANHOLE ADJUSTMENT, MINOR, SANITARY	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	\$ -	\$ -	2.00	0.00%
6.13	MANHOLE ADJUSTMENT, MAJOR, SANITARY	EA	5.00		5.00	\$ 3,800.00	\$ 19,000.00		\$ -	\$ -	\$ -	5.00	0.00%
6.14	INTAKE ADJUSTMENT, MAJOR	EA	1.00		1.00	\$ 8,000.00	\$ 8,000.00		\$ -	\$ -	\$ -	1.00	0.00%
6.15	REMOVE MANHOLE	EA	2.00		2.00	\$ 880.00	\$ 1,760.00		\$ -	\$ -	\$ -	2.00	0.00%
6.16	REMOVE INTAKE	EA	7.00		7.00	\$ 890.00	\$ 6,230.00		\$ -	\$ -	\$ -	7.00	0.00%
6.17	CONNECTION TO EXISTING MANHOLE, SANITARY	EA	2.00	(1.00)	1.00	\$ 9,100.00	\$ 9,100.00		\$ -	\$ -	\$ -	1.00	0.00%
0.6	MANHOLE, SANITARY SEWER, SW-303, 48 IN.	EA	-	1.00	1.00	\$ 9,425.00	\$ 9,425.00		\$ -	\$ -	\$ -	1.00	0.00%
0.6	CAST IN PLACE INTAKE AND TOP ADJUSTMENT	EA	-	2.00	2.00	\$ 2,685.00	\$ 5,370.00		\$ -	\$ -	\$ -	2.00	0.00%
7.1	PAVEMENT, PCC, CLASS C-4, 9 IN.	SY	19,680.00		19,680.00	\$ 72.00	\$ 1,416,960.00		\$ -	\$ -	\$ -	19,680.00	0.00%
7.2	PAVEMENT, PCC, CLASS C-4, 10 IN.	SY	11,662.00		11,662.00	\$ 79.00	\$ 921,298.00		\$ -	\$ -	\$ -	11,662.00	0.00%
7.3	CONCRETE MEDIAN, 6 IN.	SY	446.00		446.00	\$ 105.00	\$ 46,830.00		\$ -	\$ -	\$ -	446.00	0.00%
7.4	CURB AND GUTTER, MODIFIED MEDIAN CURB, PCC, CLASS 4, 2 FT	LF	167.00		167.00	\$ 69.00	\$ 11,523.00		\$ -	\$ -	\$ -	167.00	0.00%
7.5	CURB AND GUTTER, MODIFIED MEDIAN CURB, PCC, CLASS 4, 2.5 FT	LF	440.00		440.00	\$ 43.00	\$ 18,920.00		\$ -	\$ -	\$ -	440.00	0.00%
7.6	CURB AND GUTTER, 1.5 FT, 10 IN.	LF	48.00		48.00	\$ 57.00	\$ 2,736.00		\$ -	\$ -	\$ -	48.00	0.00%
7.7	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 27,000.00	\$ 27,000.00		\$ -	\$ -	\$ -	1.00	0.00%
7.8	GRANULAR SHOULDER, 9 IN.	TON	22.00		22.00	\$ 38.00	\$ 836.00		\$ -	\$ -	\$ -	22.00	0.00%
7.9	REMOVAL OF SIDEWALK AND SHARED USE PATH	SY	3,646.00		3,6								

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

7.20	TEMPORARY PAVEMENT, PCC, 6 IN.	SY	834.00		834.00	\$ 54.00	\$ 45,036.00		\$ -	\$ -	\$ -	834.00	0.00%
7.21	TEMPORARY GRANULAR SURFACING	TON	250.00		250.00	\$ 24.50	\$ 6,125.00		\$ -	\$ -	\$ -	250.00	0.00%
7.22	MODIFIED MEDIAN CURB RETROFIT, 6 IN.	LF	665.00		665.00	\$ 34.00	\$ 22,610.00		\$ -	\$ -	\$ -	665.00	0.00%
8.1	TRAFFIC SIGNAL	LS	1.00		1.00	\$215,000.00	\$ 215,000.00		\$ -	\$ -	\$ -	1.00	0.00%
8.2	TEMPORARY TRAFFIC SIGNAL	LS	1.00		1.00	\$ 9,200.00	\$ 9,200.00		\$ -	\$ -	\$ -	1.00	0.00%
8.3	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	66.40		66.40	\$ 155.00	\$ 10,292.00		\$ -	\$ -	\$ -	66.40	0.00%
8.4	PAINTED PAVEMENT MARKINGS, DURABLE	STA	104.40		104.40	\$ 206.00	\$ 21,506.40		\$ -	\$ -	\$ -	104.40	0.00%
8.5	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	31.00		31.00	\$ 360.00	\$ 11,160.00		\$ -	\$ -	\$ -	31.00	0.00%
8.6	WET, RETROFLECTIVE REMOVABLE TAPE MARKINGS	STA	7.40		7.40	\$ 165.00	\$ 1,221.00		\$ -	\$ -	\$ -	7.40	0.00%
8.7	PAVEMENT MARKINGS REMOVED	STA	138.90		138.90	\$ 52.00	\$ 7,222.80		\$ -	\$ -	\$ -	138.90	0.00%
8.8	GROOVES CUT FOR PAVEMENT MARKINGS	STA	104.40		104.40	\$ 170.00	\$ 17,748.00		\$ -	\$ -	\$ -	104.40	0.00%
8.9	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	31.00		31.00	\$ 180.00	\$ 5,580.00		\$ -	\$ -	\$ -	31.00	0.00%
8.10	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$45,000.00	\$ 45,000.00		\$ -	\$ -	\$ -	1.00	0.00%
8.11	TEMPORARY DIRECTIONAL AND ACCESS SIGNS	EA	2.00		2.00	\$ 410.00	\$ 820.00		\$ -	\$ -	\$ -	2.00	0.00%
8.12	PORTABLE DYNAMIC MESSAGE BOARDS	CDAY	112.00		112.00	\$ 103.00	\$ 11,536.00		\$ -	\$ -	\$ -	112.00	0.00%
8.13	TYPE A SIGN ASSEMBLY, REMOVE AND SALVAGE	EA	14.00		14.00	\$ 103.00	\$ 1,442.00		\$ -	\$ -	\$ -	14.00	0.00%
9.1	CONVENTIONAL SEEDING, TYPE 1 (PERM LAWN MIX)	AC	13.00		13.00	\$ 1,500.00	\$ 19,500.00		\$ -	\$ -	\$ -	13.00	0.00%
9.2	HYDRAULIC SEEDING, FERTILIZING & MULCHING, TYPE 4 (URBAN TEMP EROSION CONTROL MIX)	AC	13.00		13.00	\$ 2,100.00	\$ 27,300.00		\$ -	\$ -	\$ -	13.00	0.00%
9.3	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), PREPARATION	LS	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00	\$ -	\$ -	1,200.00	100.00%
9.4	STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00		1.00	\$ 6,200.00	\$ 6,200.00		\$ -	\$ -	\$ -	1.00	0.00%
9.5	FILTER SOCKS, 12 IN., INSTALLATION	LF	22,998.00		22,998.00	\$ 2.25	\$ 51,745.50		\$ -	\$ -	\$ -	22,998.00	0.00%
9.6	FILTER SOCKS, MAINTENANCE & REMOVAL	LF	22,998.00		22,998.00	\$ 0.25	\$ 5,749.50		\$ -	\$ -	\$ -	22,998.00	0.00%
9.7	RIP RAP, CLASS E	TON	73.00		73.00	\$ 80.00	\$ 5,840.00		\$ -	\$ -	\$ -	73.00	0.00%
9.8	EROSION STONE	TON	25.00		25.00	\$ 81.00	\$ 2,025.00		\$ -	\$ -	\$ -	25.00	0.00%
9.9	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	11,472.00		11,472.00	\$ 1.50	\$ 17,208.00		\$ -	\$ -	\$ -	11,472.00	0.00%
9.10	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	918.00		918.00	\$ 1.50	\$ 1,377.00		\$ -	\$ -	\$ -	918.00	0.00%
9.11	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	11,472.00		11,472.00	\$ 0.01	\$ 114.72		\$ -	\$ -	\$ -	11,472.00	0.00%
9.12	EROSION CONTROL MULCHING, CONVENTIONAL	AC	13.00		13.00	\$ 770.00	\$ 10,010.00		\$ -	\$ -	\$ -	13.00	0.00%
9.13	EROSION CONTROL MULCHING, HYDROMULCHING	AC	13.00		13.00	\$ 1,800.00	\$ 23,400.00		\$ -	\$ -	\$ -	13.00	0.00%
9.14	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE, INSTALLATION	EA	10.00		10.00	\$ 103.00	\$ 1,030.00		\$ -	\$ -	\$ -	10.00	0.00%
9.15	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE, MAINTENANCE	EA	10.00		10.00	\$ 5.25	\$ 52.50		\$ -	\$ -	\$ -	10.00	0.00%
9.16	INLET PROTECTION DEVICE, GRATE INTAKE, INSTALLATION	EA	84.00		84.00	\$ 129.00	\$ 10,836.00		\$ -	\$ -	\$ -	84.00	0.00%
9.17	INLET PROTECTION DEVICE, GRATE INTAKE, MAINTENANCE	EA	84.00		84.00	\$ 26.00	\$ 2,184.00		\$ -	\$ -	\$ -	84.00	0.00%
9.18	INLET PROTECTION DEVICE, ROCK, INSTALLATION	EA	5.00		5.00	\$ 206.00	\$ 1,030.00		\$ -	\$ -	\$ -	5.00	0.00%
9.19	INLET PROTECTION DEVICE, ROCK, MAINTENANCE	EA	5.00		5.00	\$ 26.00	\$ 130.00		\$ -	\$ -	\$ -	5.00	0.00%
9.20	REMOVAL OF FENCE, FIELD FENCE	LF	1,164.00		1,164.00	\$ 3.75	\$ 4,365.00	97.00	\$ 363.75	\$ -	\$ 363.75	1,067.00	8.33%
9.21	TEMPORARY FENCE, CONSTRUCTION	LF	1,000.00		1,000.00	\$ 2.75	\$ 2,750.00		\$ -	\$ -	\$ -	1,000.00	0.00%
11.1	MOBILIZATION	LS	1.00		1.00	\$527,184.33	\$ 527,184.33	0.25	\$ 131,796.08	\$ -	\$ 131,796.08	0.75	25.00%
11.2	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	\$ 3,400.00	\$ 3,400.00		\$ -	\$ -	\$ -	1.00	0.00%
11.3	CONCRETE WASHOUT	LS	1.00		1.00	\$19,000.00	\$ 19,000.00		\$ -	\$ -	\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 7,439,954.25

\$ 141,271.13

1.90%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

No.	Date	Amount
1	March 10, 2026	\$ 24,954.25
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TOTAL \$ 24,954.25

Contract Time Remaining

Contract Period:	<u>CALENDAR DAYS</u>
Original Contract Date:	<u>November 25, 2025</u>
Original Contract Time:	<u>590.00</u>
Added by Change Order:	<u> </u>
Contract Time to Date:	<u>590.00</u>
Time Used to Date:	<u>9.00</u>
Contract Time Remaining:	<u>581.00</u>

RESOLUTION 03-0526 APPROVING CHANGE ORDERS

Grimes Resolution No. 03-0526

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

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

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

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

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 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

CHANGE ORDER FORM



Project Title: S James Street & S 19th Street Improvements
Contractor: Elder Corporation
Address: 5088 E Univeristy Ave, Pleasant Hill, IA 50327
Finance Budget Code: 369-210-6499 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: November 25, 2025 **Vendor #** 1336

Change Order Number: 1

Change Order Date: March 10, 2026

Purpose of Change Order:

Per the request of the developer, the sanitary sewer service stub for Parcel 19 moved from an existing sanitary manhole to down the center of S Norton Street. There was not an existing manhole at this location, so Item CO 6.18 was added.

Due to storm sewer and roadway profile constraints, there was insufficient clearance between the top of pipe and the bottom of pavement to install precast structures #12 and #59. Item CO 6.19 reflects the additional cost for the Contractor to construct the intake and top of structures #12 and #59 in place.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.2	TOPSOIL, ON SITE	CY	(10.00)	\$ 10.50	\$ (105.00)
2.3	EXCAVATION, CLASS 10, ROADWAY & BORROW	CY	26.00	\$ 3.75	\$ 97.50
2.4	EXCAVATION, CLASS 10, EMBANKMENT IN PLACE	CY	(47.00)	\$ 1.75	\$ (82.25)
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	10.00	\$ 131.00	\$ 1,310.00
4.13	SUBDRAIN, CORRUGATED, PVC, TYPE 1, CASE B, 6 IN.	LF	461.00	\$ 19.00	\$ 8,759.00
4.15	SUBDRAIN CONNECTION TO STRUCTURE OR PIPE	EA	24.00	\$ 390.00	\$ 9,360.00
4.17	STORM SEWER ROCK CHIMNEY	LF	(962.00)	\$ 26.00	\$ (25,012.00)
5.2	WATER MAIN, TRENCHED, PVC, RESTRAINED JOINT, 8 IN.	LF	130.00	\$ 52.00	\$ 6,760.00
5.6	FITTINGS BY COUNT, DUCTILE IRON, 8" BEND	EA	2.00	\$ 700.00	\$ 1,400.00
5.14	FITTINGS BY COUNT, DUCTILE IRON, 16"X8" TEE	EA	1.00	\$ 2,900.00	\$ 2,900.00
5.22	VALVE, GATE, 8 IN.	EA	1.00	\$ 2,500.00	\$ 2,500.00
5.29	FIRE HYDRANT ASSEMBLY	EA	1.00	\$ 9,000.00	\$ 9,000.00
6.17	CONNECTION TO EXISTING MANHOLE, SAINTARY	EA	(1.00)	\$ 9,100.00	\$ (9,100.00)
CO 6.18	MANHOLE, SANITARY SEWER, SW-303, 48 IN.	EA	1.00	\$ 9,425.00	\$ 9,425.00
CO 6.19	CAST IN PLACE INTAKE AND TOP ADJUSTMENT	EA	2.00	\$ 2,685.00	\$ 5,370.00
7.15	SIDEWALK, PCC, 6 IN.	SY	12.00	\$ 111.00	\$ 1,332.00
7.16	DETECTABLE WARNING	SF	20.00	\$ 52.00	\$ 1,040.00

Change Order Number: 1 makes the following adjustments to the contract: **\$ 24,954.25**

Contractor Accepted: Elder Corporation
 Firm Name
 Signature: [Signature] Date: 2-27-2026

Engineer Approved: Foth Infrastructure & Enviroment
 Firm Name
 Signature: [Signature] Date: 2-27-2026

Owner Accepted: City of Grimes ACJ 2-27-26
 Signature: _____ Title: _____
 Date: _____

Attest for Owner:
 Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 7,415,000.00
1	March 10, 2026	\$ 24,954.25
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Revised Contract Amount \$ 7,439,954.25



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Letter to the Surface Transportation Board Regarding the Norfolk Southern Railway Company Abandonment (AB-290, SUB-NO. 424X)

BACKGROUND:

Norfolk Southern Railway has filed a request with the Surface Transportation Board (STB) to abandon certain rail lines located in Polk County.

The proposed abandonment presents a potential opportunity to preserve the rail corridor for future public use, including transportation and recreational trail purposes.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Jake Anderson, City Administrator, 515-986-3036, janderson@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Jake Anderson; Rachel Greving

RESOLUTION 03-0626 APPROVING A LETTER TO THE SURFACE TRANSPORTATION BOARD REGARDING THE NORFOLK SOUTHERN RAILWAY COMPANY ABANDONMENT (AB-290, SUB-NO. 424X)

Grimes Resolution No. 03-0626

WHEREAS, Norfolk Southern Railway Company has filed for abandonment of certain rail lines located in Polk County, Iowa, identified as Case No. AB-290 (Sub-No. 424X); and

WHEREAS, the City of Grimes recognizes the potential public benefit of preserving said rail corridor for future transportation and recreational purposes, specifically as a public trail; and

WHEREAS, the City of Grimes desires to cooperate with the **Iowa Natural Heritage Foundation (INHF)** and the **Des Moines Area Metropolitan Planning Organization (MPO)** to represent the City's interests in these proceedings before the Surface Transportation Board (STB); and

WHEREAS, it is necessary to formally authorize the INHF to file for a **Public Use Condition** and a **Notice of Interim Trail Use (NITU)** to protect the region's right to negotiate for the acquisition of the corridor; and

WHEREAS, a letter has been drafted to the STB Chief of Case Administration outlining these authorizations and requesting a waiver of filing fees.

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

1. **Approval:** The City Council hereby approves the letter dated March 10, 2026, addressed to the Surface Transportation Board regarding the Norfolk Southern Railway Company abandonment.
2. **Authorization:** The mayor is hereby authorized and directed to sign said letter on behalf of the City.
3. **Representation:** The City formally requests and authorizes the Iowa Natural Heritage Foundation (INHF) to act as its representative in filing the necessary documentation for Public Use and Interim Trail Use.
4. **Implementation:** City staff are directed to take all necessary steps to effectuate the purpose and intent of this resolution.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk



March 10, 2026

Chief of Case Administration, Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423-0001

RE: AB-290 (Sub-No. 424X), Norfolk Southern Railway Company Abandonment – In Polk County, Iowa

To whom it may concern:

The City Council, for the City of Grimes, Iowa, has requested that the Iowa Natural Heritage Foundation (INHF), with support from the Des Moines Area Metropolitan Planning Organization (MPO), represents our interests in the above matter.

We authorize INHF to file for Public Use Condition as well as a certificate of Notice of Interim Trail Use on our behalf.

The City of Grimes requests that the filing fee be waived as INHF is acting on behalf of a public agency.

Sincerely,

David Gisch, Mayor
City of Grimes, Iowa



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: State of Iowa Alcohol Licenses

BACKGROUND: In accordance with Grimes City Code Section 5-1-4, the City Council is required to approve or disapprove the issuance of liquor licenses and retail wine and beer permits. Following Council approval, the City Clerk will forward the approved applications, as listed in Exhibit A, to the Iowa Alcoholic Beverage Division for further action.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 03-0726 APPROVING STATE OF IOWA ALCOHOL LICENSES

Grimes Resolution No. 03-0726

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 City Council, the City Clerk shall forward such a 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 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

City Council Meeting March 10, 2026
Alcohol Licenses

1. Hacienda Vieja – 1101 E 1st Street, #101
2. El Huapango – 3600 SE Crossroads Drive, Ste E



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution 03-0826 Expressing Support for SpinCo (Corteva's Seed Business) and Its Global Headquarters in Johnston, Iowa

BACKGROUND: This resolution expresses the City Council's support for Corteva Agriscience and its continued investment and expansion in Central Iowa, including the proposed establishment of the global headquarters for its new seed company, currently referred to as SpinCo, in Johnston. Corteva maintains a major seed business and research and development presence in Johnston and employs approximately 2,800 people statewide, serving as one of the largest private employers in Polk County and a global leader in agricultural innovation.

Johnston is the only Iowa community under consideration for this headquarters investment. As such, this is not an intrastate competition, but a statewide opportunity to secure a significant global headquarters in Central Iowa. The entire region stands to benefit from winning this investment.

Corteva's economic impact extends throughout Central Iowa, including Grimes, through workforce participation, supplier relationships, and regional economic activity. Securing the headquarters in Johnston will further strengthen the regional economy and directly support Grimes' continued growth and vitality.

By adopting this resolution, the City of Grimes formally affirms its support for Corteva and recognizes the regional economic and community benefits associated with this unique opportunity.

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/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov
Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

RESOLUTION 03-0826 EXPRESSING SUPPORT FOR SPINCO (CORTEVA'S SEED BUSINESS) AND ITS GLOBAL HEADQUARTERS IN JOHNSTON, IOWA

Grimes Resolution No. 03-0826

WHEREAS, Corteva Agriscience, a global leader in agriculture innovation, crop protection, and seed technology, with a major business unit and research campus in Johnston, Iowa, is splitting its chemical and seed business, with its new seed company now referred to as SpinCo; and

WHEREAS, Corteva's presence in Central Iowa contributes significantly to the regional economy through high-quality employment opportunities, research and development investment, capital improvements, and community engagement; and

WHEREAS, Corteva employs thousands of Iowans in high-skilled fields including science, technology, research, business operations, and advanced agriculture, creating economic stability and opportunity for families throughout the region, including Grimes; and

WHEREAS, the economic impact of Corteva extends beyond municipal boundaries, benefiting communities across Central Iowa, including residents of Grimes, through workforce participation, regional partnerships, supplier relationships, and community philanthropy; and

WHEREAS, Corteva's continued investment in innovation and agricultural advancement strengthens Iowa's reputation as a global leader in agricultural science and biotechnology; and

WHEREAS, expanding existing operations and relocating SpinCo's global corporate headquarters to Johnston, Iowa enhances the state's competitiveness, fosters innovation ecosystems, and promotes long-term economic growth throughout the region.

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

1. The City Council formally expresses its strong support for Corteva and SpinCo and its continued presence and growth in Central Iowa.
2. The City of Grimes recognizes the substantial regional economic, workforce, and community benefits generated by Corteva and strongly supports Corteva relocating SpinCo's global seed headquarters to Johnston, Iowa.

The City Clerk is directed to transmit a copy of this Resolution to the leadership of Corteva Agriscience and appropriate local, regional and state economic development partners.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: This resolution authorizes changes to current Parks & Recreation job descriptions previously approved by City of Grimes Resolution 03-1022, as part of the normal course of business of the HR Department.

BUDGETARY CONSIDERATIONS: These positions were included in the previously approved budget for FY26 unless otherwise stated herein.

STRATEGIC PLANNING:

Prioritized: ___ YES NO

*High-Performing Organization/Exception Professional Services

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

*Dynamic Town/Strong Sense of Community ___

*More Beautiful/Vibrant Community ___

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Lindsey Edgeton, Erik Fisk

Return to: Erik Fisk, Lindsey Edgeton, Marcia Woodke, Carol Thornburg

RESOLUTION APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 03-0926

WHEREAS, the Human Resources department, in consultation with the Parks & Recreation department, recommends revisions to the Program Supervisor and Program Assistant job descriptions. A fully detailed summary and explanation of the changes is attached to this resolution.

WHEREAS, the Human Resources department, in consultation with the Parks & Recreation department, has updated and intends to recruit for a "Seven Month Maintenance Worker - Parks," which has been otherwise adjusted in keeping with other revisions to part-time job descriptions after the Department's migration to the NeoGov platform for recruiting and applicant tracking. A true and correct copy of the current job description is attached to this resolution and approved by reference.

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

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

RE: Parks & Recreation Job Description Changes

Due to recent changes to Iowa Child Labor Laws, the allowable time and hour restrictions for 14- and 15- year-olds have been extended. As a result, staff is recommending the following updates to these Parks & Recreation job descriptions.

Part-Time Program Supervisor

- Under *Education/Experience*, revise the minimum age requirement from 16 years of age or older to 14 years of age or older.
- Under *Licenses/Certifications*, remove the requirement for a valid Iowa driver's license.

Part-Time Program Assistant

- Under *Education/Experience*, revise the minimum age requirement from 16 years of age or older to 14 years of age or older.
- Under *Licenses/Certifications*, remove the requirement for a valid Iowa driver's license.



City of Grimes (IA)
Seven Month Maintenance Worker - Parks

Class Spec Code	7M Maintenance Worker - Parks	Established Date	03/14/2023
Last Revised Date	03/04/2026	Salary Range	\$22.00 - \$23.50 Hourly
Bargaining Unit	NA	EEO	Other
Occupational Group	N/A	FLSA	Non-Exempt
Benefit Code	FT	Physical Class	N/A

Job Summary

Under the general supervision of the Sport Facilities Operations Manager, the Seven Month Maintenance Worker operates a variety of light and medium-duty equipment for the maintenance, mowing, operation, and construction activities related to athletic fields at the Hy-Vee Multiplex and occasionally the North and South Sports Complex. Will perform heavy manual labor when required. The nature of the work performed requires that an employee in this class establishes and maintains effective working relations with the Parks and Recreation Department, outside contractors, sports clubs, tournament directors, volunteers, and the public. The principal duties of this class are performed at the Hy-Vee Multiplex, North Complex, and South Complex. Willing to work weekends and/or holidays when needed.

Essential Duties

- Maintains and repairs baseball/softball fields, soccer fields, common areas, parking lots, and other structures to sustain the sports facilities infrastructure.
- Operates various vehicles and equipment such as: mowers, utility vehicles, power tools, and hand tools.
- Performs basic landscaping techniques, including planting, pruning, weeding, and mulching.
- Performs minor mechanical and maintenance service and performs and documents daily inspections to assigned parks vehicles and equipment.

- Performs trash pickup, restroom cleaning, mowing, and other facility and site maintenance tasks as necessary or assigned.
- Assures that the City's missions, goals, and objectives are fully initiated and supported.
- Performs other facility and site maintenance tasks as assigned.

Qualifications

Education/Experience

- High School Diploma or GED.
- General experience in the operation and maintenance of light and medium maintenance equipment or additional skills, training, or education.

Licenses/Certifications

- Valid Iowa driver's license with access to transportation with insurance at required state levels to conduct business throughout the relevant areas.

Knowledge and Skills

- Knowledge of the programs and practices in a public recreational facility.
- Knowledge of the tools and equipment associated with sports fields in a public recreational facility.
- Ability to safely operate a variety of manual and mechanical tools and equipment.
- Ability to follow written and oral instructions.

Working Conditions and Physical Requirements

- Heavy work, with occasional ability to exert up to 100 pounds occasionally, up to 50 pounds frequently, and up to 20 pounds of force constantly and move objects.
- Stand or sit, walk use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
- Exposure to outside extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, and mechanical hazards.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution to Enter into a Three-Year Service Contract with Frontline Warning Systems to Repair and Maintain Severe Weather Warning Sirens

BACKGROUND: The severe weather sirens play a critical role in notifying the residents of the City of Grimes of impending weather events that require everyone to take shelter. The prior service agreement for inspection, maintenance and repair has now expired. There are six (6) warning sirens that need service, updates and/or repairs. Frontline Warning Systems is the approved contractor for the City's system and has provided a cost for services for renewal of the contract for an additional 3 years.

BUDGETARY CONSIDERATIONS: Cost to service and maintain warning sirens is \$10,800.00 plus additional costs for batteries and/or repairs if needed.

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/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: JB

Return to: KH, JB

RESOLUTION TO ENTER INTO A THREE-YEAR SERVICE CONTRACT WITH FRONTLINE WARNING SYSTEMS TO REPAIR AND MAINTAIN SEVERE WEATHER WARNING SIRENS

Grimes Resolution No. 03-1026

WHEREAS, the City of Grimes puts the safety of its residents first and foremost;

WHEREAS, the city owns six (6) severe weather warning sirens that require yearly inspection, service and/or maintenance and,

WHEREAS, the previous service contract for inspection, maintenance and repair of the City's severe weather warning sirens has expired; and

WHEREAS, Frontline Warning Systems has provided a cost to provide inspection, service and maintenance for a period of three (3) years at a cost of \$10,800.00, plus additional costs for batteries and any necessary repairs or updates

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Public Works Director is authorized to execute a three (3) year service agreement with Frontline Warning Systems for the inspection, maintenance, and repair of the City's severe weather warning sirens.

BE IT FURTHER RESOLVED that the Public Works Director is authorized to expend funds in accordance with the agreement, including additional costs as necessary for batteries, repairs, and required updates to ensure proper operation of the warning sirens.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

Frontline Warning Systems

Frontline Plus Fire & Rescue
 DBA/Frontline Warning Systems
 8004 Aetna Avenue NE
 Monticello, MN 55362

Phone #
 763-295-3650

frontlineplus@tds.net
 www.frontlinewarningsystems.com

Invoice

Date	Invoice #
1/30/2026	14639

Bill To
City of Grimes, IA 1700 SE Destination Dr Grimes IA 50111 Attn: Fire Chief

Ship To

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
	Net 30 Days	3/31/2026	AG			

Item	Description	Qty	Rate	Amount
SIREN SERVICE CO...	This invoice is for siren service in Grimes, IA Three total years of maintenance is included for the sirens listed below. Any additional batteries and/or repairs will be invoiced separately as needed. Effective dates are 3/1/2026 to 12/31/2028 Siren Contract Service Agreement; To service siren/s as specified in contract between Front Line Plus and city listed. (3) Whelen Vortex R4 sirens installed 7/2021. 3253 SE Gateway Dr (batteries due 7/2028) Lions Park on 5th St (batteries due 7/2028) North Ridge Elementary School (batteries due 7/2028) (1) Whelen Vortex R4 siren installed 2025 Public Safety Center (batteries due 11/2029)	12	600.00	7,200.00T
Federal Siren Annua...	Annual inspection and preventative maintenance contract per manufacturers guidelines. Includes but not limited to, battery load test, contactor and relay testing and cleaning, Radio RF path verification, rotor and chopper inspection via bucket truck including belt tension measure, greasing of drive shafts and full inspection. Also includes grounding inspection and full diagnostic report. From Jan 1, 2026 until Dec 31, 2026 174 S James St (FD); (batteries due 7/2028) SE 37th St: (abandoned per DG email on 9/13/24) Water Treatment: (batteries due 7/2028)	6	800.00	4,800.00T
Discount	Discount: Discount for new siren at Public Safety Center (Year 1 of 2)	1	-600.00	-600.00T

Please review siren service contract/sign and return one copy. Thank You.	Subtotal
	Sales Tax (0.0%)
	Total
	Balance Due

Frontline Warning Systems

Frontline Plus Fire & Rescue
 DBA/Frontline Warning Systems
 8004 Aetna Avenue NE
 Monticello, MN 55362

Phone #
 763-295-3650

frontlineplus@tds.net
 www.frontlinewarningsystems.com

Invoice

Date	Invoice #
1/30/2026	14639

Bill To
City of Grimes, IA 1700 SE Destination Dr Grimes IA 50111 Attn: Fire Chief

Ship To

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
	Net 30 Days	3/31/2026	AG			

Item	Description	Qty	Rate	Amount
Discount	Discount for new siren at Public Safety Center (Year 2 of 2)	1	-600.00	-600.00T

Please review siren service contract/sign and return one copy. Thank You.		Subtotal	\$10,800.00
Customer is responsible for any local and state sales tax that may apply.		Sales Tax (0.0%)	\$0.00
		Total	\$10,800.00
		Balance Due	\$10,800.00



8004 Aetna Ave NE Monticello, MN 55362

1-800-879-3177

763-295-3650 (fax)

frontlineplus@tds.net

www.frontlinewarningsystems.com

Annual Service Contract for Grimes IA Outdoor Warning Sirens.

Effective January 1, 2026 to December 31, 2028

Frontline Warning Systems, Inc. of Monticello, Minnesota hereby issues the following contract for users of Whelen Mass Warning Products.

To ensure quality operation and longevity of Whelen Warning Products, it is necessary to perform inspection and maintenance of siren systems. This includes maintenance of the batteries, cabinet assembly, electronics, and other components of the siren system.

As a factory authorized Premier Level service outlet, Frontline Warning Systems proposes to perform this work prior to Severe Weather season to ensure reliable operation.

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee for each Whelen Siren. The included official quotation will be the total price, including batteries and/or other parts. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

The specific dates that maintenance is to be completed upon will ultimately be under the authority and convenience of Frontline, but will be within appropriate seasons, including prior to severe weather season respectfully. Frontline will coordinate these dates with each user. If specific service dates are desired, please coordinate these with Frontline as early as possible.

In addition, Frontline will gather, record, and store records of maintenance for each individual siren site that carries a service contract. These records will be made exclusively available to the owner/operator of each site. These records will not be shared unless requested and will only be shared with personnel authorized by the siren's owner/operator. This will be a complete maintenance contract only. Frontline Warning Systems will perform maintenance duties as outlined in the Whelen operation and installation manuals by the factory. Replacement batteries, repair of individual components, component

replacement, upgrades or other expenses are not included in this contract. This contract, under no conditions, will cover damages incurred by acts of God, vandalism, misuse, abuse, or improper operation. Charges for a bucket truck (including mobilization/travel charges) are not included unless specifically allowed for under payment terms.

If non-critical components fail, Frontline will notify the end user. A separate purchase order may be issued for those repairs. Components (such as batteries or other critical components) that have failed and have taken the siren completely off-line at the time of inspection will be replaced immediately at market price unless otherwise dictated at the time of contract acceptance.

Under this contract, Frontline Warning Systems will be available for a 48 hour response time on system failures. If a siren that is under contract fails, a representative from Frontline will be on-site within 48 hours to inspect, repair, or service accordingly. Also while under contract, there will be no trip charge issued for this response. This does not apply to failures as a result of non-replacement of items suggested during pre-season inspection.

The following siren units are covered under this contract:

- 3253 SE Gateway Dr (Whelen Vortex R4)
- Lions Park on 5th St (Whelen Vortex R4)
- North Ridge Elementary School (Whelen Vortex R4)
- Public Safety Center (Whelen Vortex R4)
- 174 S James St (Federal Signal 2001DC)
- Water Treatment Facility (Federal Signal 2001-130)

Each individual siren will carry a charge as listed in the associated invoice; this is a one-time charge per siren per year for year of 2026 through 2028. With an authorized signature on this form, the contract will begin from date of acceptance or January 1, 2026 (whichever is earlier) and will end December 31th, 2028. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

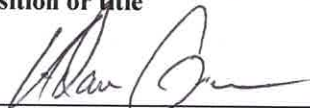
A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1st, 2029 when the customer can choose to renew or cancel the contract.

Authorized signature

Date

Position or title

Grimes, IA - 6 locations
Siren/s Location (city)



Frontline Plus authorized signature

3-3-26
Date



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution to Approve Well Field Generator Repair

BACKGROUND: During a recent inspection of the well field generator system, the automatic transfer switch (ATS) was found to need replacement. The ATS is a critical component that allows the generator to automatically assume electrical load during a utility power failure. Failure of this equipment could result in extended loss of water service, reduced system pressure, and increased risk during emergency events.

BUDGETARY CONSIDERATIONS: The total cost of the automatic transfer switch replacement is \$10,770.06.

This project qualifies for reimbursement through Central Iowa Water Works (CIWW) under existing agreements related to regional water infrastructure improvements.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION: Staff Recommends Council Approval

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: DG

Return to: KH, JB, DG

RESOLUTION TO APPROVE WELL FIELD GENERATOR REPAIRS

Grimes Resolution No. 03-1126

WHEREAS, the City of Grimes operates municipal well fields that provide essential potable water services to residents; and

WHEREAS, reliable backup power at well field facilities is critical to maintaining continuous water service during power outages; and

WHEREAS, an inspection of the generator system at the well field identified the need to replace the automatic transfer switch to ensure proper and reliable operation; and

WHEREAS, the City has a maintenance agreement with Interstate Power Systems and received a quote in the amount of \$10,770.06 for removal and replacement of the automatic transfer switch; and

WHEREAS, the project is eligible for full reimbursement by Central Iowa Water Works (CIWW) in accordance with existing agreements related to regional water infrastructure improvements;

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

1. The replacement of the generator automatic transfer switch at the well field is hereby approved.
2. The Public Works Director is authorized to execute all necessary documents and approve payment related to this project.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300
FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 59336
INVOICE NUMBER: E012023916
INVOICE DATE:
INVOICE TERMS: NET30
VEHICLE#: 798448



SERVICE ESTIMATE

BILL-TO

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

SHIP-TO

CITY - GRIMES (121ST WELL
FIELD)
8805 NW 121ST ST
GRIMES, IA 50111

Cust. Unit #:	121ST ST WELL FIE	Make:	ONAN	Model:	DGEA-4959592	Tag #:	GEN
VIN:	E010241193	Model #:		In Serv Date:	12/31/9999	Year:	NA
Engine S/N:	46100448	Model #:	6CT8.3-G2	In Serv Date:		Mileage:	1
Tran S/N:		Model #:		In Serv Date:		Eng Hrs:	0
Reefer S/N:		Model #:		In Serv Date:		Warr ID:	
APU S/N:		APU Gen S/N:		In Serv Date:		Date Create:	01/16/2026
		BOM/Spec:		SPEC:	M		

Estimate Operations

Job#1 *FLD-FOR16* *FIELD - GENERATOR LABOR* *F-GCUS*

Condition REMOVE AND REPLACE AUTOMATIC TRANSFER SWITCH PER FINDINGS DURING INSPECTION.

Cause

Correction

Qty	Item	Description	Price Each	Extended
	FOR16-GEN	FIELD - GENERATOR LABOR		3,075.00
1	J3ADTSA30400NGX0,11BE, 23GB,37A	ASCO 300 480V 400AMP (SEE NOTE	4,757.50	4,757.50
80	3692172	#3/0 COPPER WIRE	10.43	834.40
18	6830-525-001	3/0 CABLE SPLICE - QUICKCABLE	12.50	225.00
18	IMP 919536-8	9 HEAVY WALL SHRINK TUBE PKG3	39.52	711.36
1	MOUNTING PLATE - MEDIUM	STEEL MOUNTING PLATE FOR PANEL	80.42	80.42
47	GEMG-0	MILEAGE- ELECTRICAL	2.75	129.25
	COM-1	Will require an extended outage for replacement. Alternative measures are available at an additional charge.	0.00	0.00
1	P-FRT	PARTS- FREIGHT CHARGE	300.00	300.00
	COM-1	ASCO 300 AUTO DELAYED 3 POLE SOLID NEUTRAL 480V 400A OPEN TYPE W 11BE DONGLE KIT, 23GB CURRENT SENSING, 37A EXTENSION HARNESS	0.00	0.00
	COM-1	ESTIMATED LEAD TIME AS OF 1/22/26 IS 5 WEEKS OR 2/25/26.	0.00	0.00
Prepay:0.00 Parts:6,608.68 Labor:3,075.00 Misc:429.25 Sublet:0.00				10,112.93

INTERSTATE
Power Systems

407 ADVENTURELAND DRIVE NE
ALTOONA, IA 50009-4224
PHONE: (515) 957-3300
FAX: (515) 957-3301
www.istate.com

ACCOUNT NUMBER: 59336
INVOICE NUMBER: E012023916
INVOICE DATE:
INVOICE TERMS: NET30
VEHICLE#: 798448



Diagnostic/Tech Services:	215.25
Labor:	3,075.00
Misc. Charges:	429.25
Parts:	6,608.68
Sublet:	0.00
Prepay:	0.00
Shop Supplies (ESC):	441.88
Taxes:	0.00
Total:	10,770.06

This document is subject to the General Terms and Conditions, the Mechanic's Lien Rider, the Abandoned Vehicle Rider, the Storage Fee & Lien Rider, Tampered Emissions Systems Policy, and Code of Conduct, which are expressly incorporated herein by reference, and are available at: <http://www.istate.com/about/terms-and-conditions> or in hard copy upon request.

All claims must be accompanied by this invoice. Diagnostic and Technical service charge may apply.

All claims and returned goods must be accompanied by this invoice. No returns on electrical or special order parts. Returned parts may be subject to a handling or restocking fee. All cores must be returned in original packaging within 90 days.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution 03-1226 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 10th and 16th, 2026, the Council held budget workshops and the proposed new rates were incorporated to fund the additional charges from Metro Waste Authority for 2027. The city is also proposing a rate that will fully fund the operations of the solid waste proprietary fund, to make it sustainable.

BUDGETARY CONSIDERATIONS: Solid waste fees will increase \$1.32 per cart, per household and recycling fees will increase \$.49 per cart, per household, for a combined monthly increase of \$1.81.

STRATEGIC PLANNING:

Prioritized: X YES ____ NO

*High-Performing Organization/Exception Professional Services X

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

*Dynamic Town/Strong Sense of Community ____

*More Beautiful/Vibrant Community ____

BOARD/COMMISSION ACTIONS: Council held the budget workshops on February 10th and 16th.

STAFF RECOMMENDATION: Staff recommends setting the public hearing and first reading for March 24, 2026.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke

Return to: Marcia Woodke

RESOLUTION 03-1226 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

Grimes Resolution No. 03-1226

WHEREAS, the City of Grimes is proposing an Ordinance amending fees charged under Grimes Code of Ordinance 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 amended 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 sold 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 of public hearing for March 24, 2026, at 5:30 p.m.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

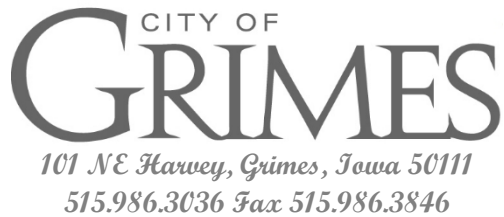
Rachel Greving, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING GRIMES CODE OF ORDINANCES REGARDING THE AMOUNTS CHARGED UNDER SECTION 9-15-6 (1) FOR COLLECTION OF RECYCLABLE 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 24th day of March, 2026, 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.



GRIMES ORDINANCE NO. 811

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, 2026.

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, 2026, 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.

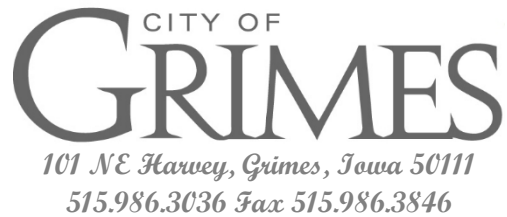
B. The monthly charge shall be ~~\$4.64~~ \$5.13, effective on the bill dated July 1, 2025 2026.

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 multiple-family dwelling is:

A. ~~\$11.05~~ \$12.37 per month, which includes one solid waste collection cart effective on the bill dated July 1, 2025 2026.



B. ~~\$11.72~~ \$12.37 per month for each additional solid waste collection cart effective on the bill dated July 1, ~~2025~~ 2026.

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, ~~2025~~ 2026.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: SW 19th Street and SW Jazzwood Drive Overlay Field and Laboratory Testing – Construction Materials Testing Professional Services Agreement.

BACKGROUND: The City of Grimes needs to contract independent field and laboratory testing and inspection services for the construction of the SW 19th Street and SW Jazzwood Drive Overlay project. CMT is currently performing these services on other projects in the area and staff have worked with them before and feels comfortable working with them on this project.

BUDGETARY CONSIDERATIONS: This agreement provides a basis for the costs associated with the testing and observations required for this project. The estimated cost is approximately \$9,060.00. This number may go up or down based off the actual testing and observations performed during construction, which are unknown at the beginning of the project’s construction phase.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None.

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 03-1326 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH CONSTRUCTION MATERIALS TESTING FOR SW 19TH STREET AND SW
JAZZWOOD DRIVE OVERLAY

Grimes Resolution No. 03-1326

WHEREAS, the City of Grimes (Grimes) needs to contract for independent field and laboratory testing and inspection services for the SW 19th Street and SW Jazzwood Drive Overlay project; and,

WHEREAS, the geotechnical & material consultant firm of Construction Materials Testing (Consultant), has substantial experience in field and laboratory testing, and is qualified to provide inspection services for said project; and,

WHEREAS, Consultant has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Consultant and compensation to be paid by Grimes for their consulting services related to the SW 19th Street and SW Jazzwood Drive Overlay testing and inspection;

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

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk



STANDARD SUBCONTRACT

This Agreement is made this 26th day of February, 2026, between City of Grimes (Client) and Construction Materials Testing, Inc. (Construction Materials Testing)

The work described in Section 1 below shall be performed in accordance with the prime contract between Client and Construction Materials Testing, Inc (Owner) and in accordance with all plans, specification and other contract documents attached to or incorporated into the prime contract for the project known as: SW 19th St. and SW Jazzwood Dr. Overlay

SECTION 1 SCOPE. PRICE AND PAYMENT. Client agrees to pay Construction Materials Testing, Inc. for the strict performance of quality control testing and / or engineering services per monthly invoiced amounts. Individual line item charges will be agreed to on a bid basis, yearly agreement or published price list. Invoices will be paid within 30 days of issuance of invoice. Services charges will be applied to any invoice that is greater than 30 days of age.

If the client or other responsible party delays making any payment to Contractor from which payment is scheduled, client and its sureties shall have a reasonable time to make payment to Construction Materials Testing. "Reasonable Time" shall be determined according to the relevant circumstance, but in no event shall be less than the time Contractor. Contractor's sureties and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

If Construction Materials Testing asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the client or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the owner or other responsible party. Subcontractor shall be bound by any project owner adjudication or aware in any action or proceeding resolving such a claim.

SECTION 3. ENTIRE AGREEMENT. This Agreement represents the entire agreement between Contractor and the Subcontractor and superseded any prior written or oral representations with the exception of pricing CMT/Client. Subcontractor, its subcontractor, suppliers and / or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.

SECTION 4. TIME. Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any changes made by Contractor in the scheduling of work. Subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and / or materialmen so as not to delay or damage their performance.



SECTION 6. CHANGES IN WORK. Client shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with the Agreement.

SECTION 7. CLAIMS. If any dispute shall arise between Client and Construction Materials Testing regarding performance of the work notify CMT's President of Supervisors immediately.

SECTION 8. INSPECTION AND PROTECTION OF WORK. (Does not apply)

SECTION 9. LABOR RELATIONS. Subcontractor shall maintain labor relations policies in conformity with the directions of the Contractor and shall be bound to and comply with all of the terms and condition, including trust fund contribution, required by those labor agreements applicable to work performed and this agreement to which the Contractor is bound. The specific agreements to which the Contractor is bound are listed in section 16.

SECTION 10. TERMINATION. (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditor, with three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and change the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed by the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit, Subcontractor shall not be entitled to any claim or lien against Contractor, Owner or anyone else for any additional compensation or damages in the event of such termination.

SECTION 11. INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owners and Contractor and their agents and employees from claims, demand, caused of action and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations preformed under this Agreement. This indemnification shall extend to claims occurring after this Agreement terminated as well while it is in force. The indemnity shall apply regardless of any active and / or passive negligent act or omission of Owner or Contractor, or their agents or employees or caused solely by the designs provided by such parties. The indemnity set forth in this section shall be limited by insurance requirements or by any other provision of this Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

SECTION 12. INSURANCE. Subcontractor shall, at its expense, produce and maintain insurance on all its operation, with carriers acceptable to Contractor, and in amount acceptable to Contractor and as required by the prime contract, including the following coverages:



12.1 Casualty Insurance

- a. Worker Compensation and Employers Liability insurance
- b. Commercial General Liability insurance (ISO Form CG 00 01) covering all operation and
- c. Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles.

All insurance coverage's shall be in amounts and for duration acceptable to contractor and as required by the prime Contract. Subcontractor shall name Contractor as an additional insured under the General Liability policy using ISO Form CG 20 10 Subcontractor shall provide Certificates of Insurance to Contractor prior to commencement of the work. The certificates of insurance shall provide that there will be neither cancellation nor reduction of coverage without thirty (30) days prior written notice to Contractor. The certificate shall reflect all limiting or exclusionary endorsements will be subject to the approval act as a waiver to enforcement of any of these provisions at a later date in performance of the Agreement.

12.2 Property Insurance

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of Construction Materials Testing until the completed work is accepted by Client.

12.2.1 Waiver of Subrogation. Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property of equipment insurance applicable to the work, except such rights as the may have to the proceeds of such insurance, If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

12.2.2 Builder's Risk. "All Risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

Section 13. DISPUTE RESOLUTION. Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omission or otherwise the responsibility of the Owner under the prime contract, those which have been waiver by the making or acceptance of final payment, and question regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certification and cost and pricing date requirements Contractor's and sole obligation is to present any timely-filed claims by Subcontractor to the Owner under such procedure and, subject to the other provision of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and condition of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other



relief granted to recover its cost of participation including attorneys and expert fees and award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

SECTION 14 WARRANTY. Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Document. All work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

SECTION 15 SPECIAL PROVISIONS (Including unit pricing of applicable)

_____ Pricing for the project will be based on the attached bid sheet. Prices are valid for the duration of the project. Terms of this quote are listed under the "General Conditions" section of the attached document. _____

SECTION 16 LABOR AGREEMENTS. The Contractor is signatory to the following labor agreements covering work on this project:

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission if filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defect must be filed within 10 years of the date of alleged violation and question concerning a contractor any be referred to the Registrar, Contractors State License Board.

Dated: _____ Dated: _____

CLIENT:

CONSTRUCTION MATERIALS TESTING, INC:

By _____
(Name)

By Ryan W. Clement
(Name)

(Address)

1610 East Madison Avenue, Des Moines, IA 50313
(Address)

(Contractors License Number)

(Contractors License Number)



February 20, 2026

City of Grimes
 101 Northeast Harvey Street
 Grimes, Iowa 50111

RE: **Site Observations and Inspections**
 SW 19th St. and SW Jazzwood Dr. Overlay
 Grimes, Iowa

Attn: Mr. Aaron Jarosh,

Thank you for the opportunity to provide our services on the above referenced project. After reviewing the available information for the above referenced project, we would like to submit our estimate for testing services. Our estimate(s) is/are as follows:

<i>Description of Service (s)</i>	<i>Cost</i>	<i>Unit (s)</i>	<i>Total Estimate</i>
Site Work			
HMA			
Field Tests - Compaction Monitoring	\$68.00 hour	30	\$2,040.00
Plant Monitor/Inspector	\$79.00 hour	30	\$2,370.00
Specific Gravity (Voids)	\$260.00 each	6	\$1,560.00
Aggregate Gradation (ASTM C-136)	\$175.00 each	6	\$1,050.00
Binder Grading & Analysis	\$1,800.00 each	1	\$1,800.00
Miscellaneous			
Trip/Fuel Charge	\$20.00 each	12	\$240.00
Total			\$9,060.00

Additional Services Available

Engineering Service - \$225.00 per hour

General Conditions

This estimate does not qualify for a “not to exceed” budget. Quantities may vary due to schedule, weather, failures, etc. All hourly rates are subject to time and one-half on weekends, before 8:00 a.m. or after 5:00 p.m., Monday through Friday. All past due invoices are subject to a 1.5 percent service charge. Please feel free to contact us if you have any questions or if we may be of further assistance.

Price Validity

The above pricing is good for 90 days from the date of this quote. If project is awarded after 90 days from the date of this quote, please contact CMT for updated pricing.

Sincerely,

Ryan Clement
 Operations Manager



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: NE Gateway Drive Lane Extension – NE 2nd Court to NE Heritage Drive – Snyder & Associates, Inc., Professional Services Agreement.

BACKGROUND: The City of Grimes has identified the need for engineering services to add additional lanes to NE Gateway Drive from NE 2nd Court to NE Heritage Drive. includes the widening of NE Gateway Drive from a single northbound lane to a dual northbound lane from NE 2nd Court to NE Heritage Drive and intersection modifications at NE Gateway Drive and NE 2nd Court. Additional work includes storm sewer and water main modifications, lighting relocations, signal modifications, retaining walls, sidewalk replacement, and staged construction. These improvements will provide added capacity and safety improvements to the northbound lanes to support the future growth of the surrounding areas. This project will also address the safety concerns for the left turning movement southbound from the private road at NE 2nd Court.

The schedule for this project is to start designing this year and aim for a winter 2026 bid letting. Construction is scheduled to start in summer 2027 with the goal of having the improvements done by the fall of 2026.

Staff selected Snyder & Associates due to their expertise in transportation and traffic signal design and their familiarity with this are intersection from their work on the E Gateway and E 1st Street intersection. They have successfully completed similar projects for the City of Grimes and staff feels very comfortable working with them.

BUDGETARY CONSIDERATIONS: The total fee proposed for the engineering services is not to exceed amount of \$101,850.00 based off hourly rates and fixed expenses. This project will be funded through the corresponding CIP line item.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None.

STAFF RECOMMENDATION: The staff has reviewed this Professional Services Agreement

and recommends approval by the City Council.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh

Return to: Matt Ahrens

RESOLUTION 03-1426 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES
WITH SNYDER & ASSOCIATES FOR NE GATEWAY DRIVE LANE EXTENSION – NE 2ND
COURT TO NE HERITAGE DRIVE

Grimes Resolution No. 03-1426

WHEREAS, the City of Grimes (Grimes) desires to reconstruct NE Gateway Drive from NE 2nd Court to NE Heritage Drive; and,

WHEREAS, the engineering firm of Snyder & Associates (Engineer), has experience in transportation and utility infrastructure design, and is qualified to provide project management, utility coordination, design & legal survey, preliminary design, final design & specifications and bid letting services;

WHEREAS, Engineer has proposed the attached Standard Professional Services Agreement that has scope of work to be supplied by the Engineer and compensation to be paid by Grimes for Engineer’s engineering services related to the transportation and utility project;

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

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

NE GATEWAY DRIVE LANE EXTENSION – NE 2ND CT TO NE HERITAGE DRIVE

This Agreement is made and entered into this 10th day of March, 2026, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and Snyder & Associates, Inc., party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

I. Basic Services of the Consultant	
a. Project Administration and Coordination	\$ 9,800
b. Topographic Survey	\$ 6,500
c. Boundary Survey	\$ 1,500
d. Intersection Concepts	\$ 5,300
e. Preliminary Design and Plans	\$ 27,100
f. Final Design and Plans	\$ 28,000
g. Franchise Utility Coordination	\$ 5,700
h. Bid Phase Services	\$ 3,700
Sub Total	\$ 87,600

II. Additional Services of the Consultant	
a. Acquisition Plats (3 @ \$1,250 EA)	\$ 3,750
b. Title Reports (3 @ \$750 EA)	\$ 2,250
c. Project Data Book	\$ 750
d. Temporary Construction Easement (3 @ \$750 EA)	\$ 2,250
e. Right-of-Way Negotiations (3 @ 1,750 EA)	\$ 5,250
Sub Total	\$ 14,250

III. Construction Services of the Consultant – Added by Addendum	
a. Construction Administration	By Amendment
b. Construction Staking	By Amendment
c. Construction Observation	By Amendment
d. Record Drawings	By Amendment
e. Monument Preservation	By Amendment
Sub Total	By Amendment
Total	\$ 101,850

- B. The Consultant shall invoice the City monthly for services, any reimbursable expenses, and any approved amendments to this Agreement, based upon services actually completed at the time of the invoice. Final payment shall be due and payable within 30 days of the City's acceptance of Consultant's submission of final deliverables in accordance with the Scope of Services.
- C. In consideration of the compensation paid to the Consultant, the Consultant agrees to perform all professional services to the satisfaction of the City by performing the professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar circumstances. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Consultant agrees to pay for the same in full.

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self, or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.

- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Snyder & Associates, Inc.
Attn: Jordan Stoermer, P.E.
Title: Civil Engineer
Address: 2727 SW Snyder Boulevard
City, State: Ankeny, Iowa

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

- A. The right is reserved by the City to suspend this Agreement at any time. Such suspension may be affected by the City giving written notice to the Consultant, and shall be effective as of the date established in the suspension notice. Payment for Consultant's services shall be made by the City for services performed to the date established in the suspension notice. Should the City reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days written notice within a period of six (6) months

after such suspension, unless this period is extended by written consent of the Consultant. If the contract is not reinstated within six (6) months of suspension, it will be considered terminated, and the City will be under no obligation to make further payment under the Agreement.

- B. Upon ten (10) days written notice to the Consultant, the City may terminate the Agreement, if in the City's sole judgement, it is found that reasons beyond the control of either the City or Consultant make it impossible or against the City's interest to complete the Agreement. In such case, the Consultant shall have no claims against the City except for the value of the work performed up to the date the Agreement is terminated.
- C. The City may also terminate this Agreement at any time if it is found that the Consultant has violated any material term or condition of this Agreement or that Consultant has failed to maintain workers' compensation insurance or other insurance provided for in this Agreement. In the event of such default by the Consultant, the City may give ten (10) days written notice to the Consultant of the City's intent to terminate the Agreement. Consultant shall have ten (10) days from notification to remedy the conditions constituting the default.
- D. In the event that this Agreement is terminated in accordance with paragraph C of this section, the City may take possession of any work and may complete any work by whatever means the City may select. The cost of completing said work shall be deducted from the balance which would have been due to the Consultant had the Agreement not been terminated and work completed in accordance with contract documents.
- E. The Consultant may terminate this Agreement if it is found that the City has violated any material term or condition of this Agreement. In the event of such default by the City, the Consultant shall give ten (10) days written notice to the City of the Consultant's intent to terminate the Agreement. City shall have ten (10) days from notification to remedy the conditions constituting the default.

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF GRIMES

BY: _____

BY: _____

Name: Mark A. Land, P.E., CFM

David Gisch, Mayor

Title: Vice President

ATTEST

Name: _____

Title: _____

ATTACHMENT 1 – SCOPE OF SERVICES

NE GATEWAY DRIVE LANE EXTENSION – NE 2ND COURT TO NE HERITAGE DRIVE

I. SCOPE OF WORK

A. GENERAL

The PROJECT includes the widening of NE Gateway Drive from a single northbound lane to a dual northbound lane from NE 2nd Court to NE Heritage Drive and intersection modifications at NE Gateway Drive and NE 2nd Court. Additional work includes storm sewer and water main modifications, lighting relocations, signal modifications, retaining walls, sidewalk replacement, and staged construction.

This PROJECT is anticipated to be fully funded by the City of Grimes with a local letting.

B. BASIC ENGINEERING SERVICES

The CONSULTANT shall provide Basic Engineering Services as follows:

1. PROJECT ADMINISTRATION AND COORDINATION

- a. Monthly progress reports.
- b. Monthly billing reports.
- c. PROJECT coordination for engineering with the CITY, local stakeholders, and franchise utilities, as needed.
- d. PROJECT coordination for two (2) project management team meetings between the CONSULTANT and the CITY to review design, project schedule, right-of-way acquisitions, cost opinions, preliminary and check plan bid sets.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

The CONSULTANT shall provide topographic and utility survey for the proposed improvements. Approximate survey limits are shown on Attachment 4. This service includes:

- a. Horizontal Datum will be provided using Iowa State Plane South.

- b. Vertical Datum will be provided using NAVD 88.
- c. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1,000 feet horizontal or 25 feet vertical.
- d. Spot elevations displayed to the nearest 0.01 feet to be included for shots and are to be shown on a separate CADD drawing level to view when applicable. An approximate 25-foot grid will be used to create the topography map along with other grade breaks such as tops, toes, drainage ways, tops, and bottoms of retaining walls, etc.
- e. Contours shall be shown at 1-foot intervals.
- f. A field survey locating visible improvements such as structures, parking, signs, sidewalks, and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by the owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- g. The field survey will include features approximately 25' beyond the existing right-of-way.
- h. Location of trees four (4) inches and greater caliper not lying within wooded areas. The drip line or perimeter outline of wooded/brush areas will be shown.
- i. Provide known existing utility information based on record information, surface evidence, as-built drawings, and utility company field locates. This service includes contacting Iowa One Call, following Chapter 480 of the Iowa Code, to locate existing public utilities on the site, and performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and if known will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitute a Quality Level “C” Subsurface Utility Engineering survey as outlined below.

Quality Level “C” involves surveying visible above-ground utility facilities, such as manholes, valve boxes, posts, etc., and correlating this information with existing utility records. When using this information, it is not unusual to

find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, should be confined to rural PROJECTs where utilities are not prevalent, or are not too expensive to repair or relocate.

The CONSULTANT will contact the CITY if a known utility is not being located. The CONSULTANT will perform Utility Verification test holes at select locations to assist in providing more accurate information in more sensitive construction areas as mentioned later in this agreement

- j. The CONSULTANT will measure elevations above ground level of overhead utility lines through the intersection where in potential conflict with new signal mast arms.
- k. Prior to performing topographic survey outside of the public right-of-way, the CONSULTANT shall provide a Notice of Intent letter to the CITY for review. The CONSULTANT shall submit the letter to the property owners with properties located along the corridor. This letter will provide information on the PROJECT and what to expect and do for the upcoming survey. Additionally, the letter will request property owners to locate their irrigation heads/lines and invisible fences along the edges of their property to be staked.

3. BOUNDARY SURVEY

Right Of Way Verification – The CONSULTANT shall establish the existing right-of-way lines to facilitate design or concept needs and enable creation of said construction documents. This service includes researching the public records in the county courthouse to acquire the current recorded deeds, subdivision plats, recorded surveys, and section corner certificates; performing a field survey locating existing monuments for the best available evidence needed to re-establish the record boundary lines; and graphically show the boundary on the construction documents.

4. NE GATEWAY DRIVE AND NE 2ND CT INTERSECTION CONCEPTS

The CONSULTANT shall provide up to three (3) two-dimensional concepts of intersection improvements at the intersection of NE Gateway Drive and NE 2nd Court with conceptual cost comparisons between the three options.

5. PRELIMINARY DESIGN AND PLANS

The CONSULTANT shall perform preliminary design necessary to further define the PROJECT scope and order of magnitude construction costs for the PROJECT. The preliminary design and plans shall represent 60% completion of the PROJECT. Preliminary design and plans will address the roadway typical sections, pavement design, roadway alignment and return profiles, storm sewer

design, water main relocations (if necessary), the general staging plan, and proposed right-of-way needs, and existing traffic signal modifications that would include relocating pedestrian pushbutton poles and installation of a signal head.

Order of Magnitude Construction Cost – The CONSULTANT shall prepare a statement of the order of magnitude construction cost for the PROJECT based upon the preliminary design developed for the portion of the PROJECT under the CONSULTANT’s responsibility only. Statements of order of magnitude construction costs prepared by the CONSULTANT represent the best judgment as a design CONSULTANT familiar with the construction industry. The CONSULTANT does not guarantee that any actual cost will not vary from any cost estimate prepared by the CONSULTANT.

6. FINAL DESIGN AND PLANS

The CONSULTANT will complete the final design, plans, specifications, and bid documents for the improvements for the established scope for the PROJECT and furnish a copy of these documents to the CITY for review and approval prior to final acceptance and distribution for a local letting.

Permits - CONSULTANT shall secure on behalf of the CITY any necessary permits that will be required for the construction of the PROJECT. This may include an Iowa DOT Work-in-ROW permit, an IDNR water main construction permit, and an IDNR NPDES permit.

Opinion of Probable Construction Costs - The CONSULTANT shall prepare a statement of the total opinion of probable construction cost for the CONSULTANT’s scope of the PROJECT based upon the design developed. Statements of probable construction costs prepared by the CONSULTANT represent the best judgment as a design CONSULTANT familiar with the construction industry. However, the CONSULTANT has no control over the cost of labor, materials, or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the CONSULTANT does not guarantee that any actual cost will not vary from any cost estimate prepared by the CONSULTANT.

7. FRANCHISE UTILITY COORDINATION

The CONSULTANT shall contact the appropriate utility companies to determine the existing utility locations within the PROJECT construction area and coordinate the accuracy of their facilities on the plans. This information will be used in the design of the PROJECT to determine the impact of the PROJECT on each utility.

The CONSULTANT will work with the CITY to determine the desirable locations for each new and relocated utility. The CONSULTANT will work with each utility to organize and schedule necessary relocations with the goal being to complete their utility relocations prior to construction starting.

The CONSULTANT will provide existing and proposed Right-of-Way stakes to aid in the construction of the franchise utility relocations.

8. BID PHASE SERVICES

The CONSULTANT shall perform the following services:

- a. Bidding Documents. The PROJECT will be let by the CITY, and the CONSULTANT shall supply the necessary Contract Documents for this process. The CONSULTANT shall distribute the Contract Documents to potential bidders via upload to QuestCDN and paper copies when requested.
- b. Advertising. The CONSULTANT shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CITY during this phase of services.
 - a. Bidding. The CONSULTANT shall attend the meetings at which bids are opened, tabulate the bids, and provide a recommendation to the CITY regarding award of the construction contract to the lowest qualified bidder.

C. ADDITIONAL SERVICES

1. ACQUISITION AND EASEMENT PLATS

The CONSULTANT will provide an Acquisition and/or Easement Plat in accordance with the Iowa Code. This service includes a certified drawing for each plat at a suitable scale depicting the needs for the PROJECT along with legal descriptions. One original signed Plat will be provided to the CITY for the recording of the document at the Polk County Recorder's office. Monuments will be set at locations shown on the Acquisition Plat as required by Iowa Code. The estimated budget for these services is based on an estimated unit price as shown in the agreement for each type of plat created and as required by the PROJECT. Three (3) plats are anticipated.

2. TITLE REPORTS

The CONSULTANT shall retain and coordinate the services of an abstractor, who will be a SUBCONSULTANT to the CONSULTANT, who will prepare Certificates of Title for each parcel anticipated to have Right-of-Way needs for the PROJECT. The estimated number of title certificates is three (3).

3. PROJECT DATA BOOK

The CONSULTANT shall retain and coordinate the services of a licensed, certified appraiser (hereinafter referred to as "Appraiser") who, subject to the approval of the CITY, will be a SUBCONSULTANT to the CONSULTANT. The Appraiser will prepare the PROJECT Data Book, as needed. The Appraiser's work will be reviewed by a second party as approved by the CITY and as required by Local, State, and/or Federal Right-of-Way acquisition procedures. It is anticipated that the size and valuation of the easements will be limited such that

full appraisals are not required. If an Appraisal is required, the Appraiser will prepare, sign, and furnish to the CONSULTANT and CITY appraisal documentation following accepted appraisal principles and techniques in accordance with the Iowa DOT "Appraisal Policy & Procedures Manual". The CITY will review and forward written approval of all findings by the Appraiser. If Appraisals are required, this work will be completed as Additional Services as an Amendment to this Agreement.

4. TEMPORARY CONSTRUCTION EASEMENT EXHIBITS

The CONSULTANT will provide Temporary Construction Easement exhibits for each parcel requiring temporary construction easement for the PROJECT. The estimated number of temporary easement exhibits required is three (3).

5. ROW NEGOTIATIONS

The CONSULTANT will perform Acquisition Services for an anticipated three (3) Parcels that include fee acquisition and temporary construction easement.

The CONSULTANT will provide State of Iowa licensed real estate agents who will negotiate and endeavor to acquire for the CITY all of the necessary easements and/or real property parcels as needed for the PROJECT. Cody Fredericksen is an employee of CONSULTANT and is a State of Iowa licensed real estate salesperson with SNYDER & ASSOCIATES RIGHT-OF-WAY SERVICES, LLC, Ankeny, Iowa, a State of Iowa licensed real estate broker and a wholly owned subsidiary of CONSULTANT. Cody Fredericksen will be designated as "Appointed Agent" and will represent the CITY in a "Buyer Exclusive Agency" capacity in all matters pertaining to the negotiation and acquisition of easements and/or real property for said PROJECT.

CITY and CONSULTANT acknowledge and agree that the Appointed Agent is required to adhere to Federal and State of Iowa statutes; the rules of the Supreme Court of Iowa as they may pertain to real estate agents; the rules and regulations promulgated by the Iowa Real Estate Commission; and, the Iowa Administrative Rules and regulations in regards to real estate agents' conduct, responsibilities, and duties. Said statutes, rules, and regulations will supersede and be paramount to any provision contained herein, anything to the contrary notwithstanding.

IN REGARDS TO ACQUISITIONS, CONSULTANT WILL:

- a. Attend initial PROJECT meetings with the representatives of CITY to establish lines of communication regarding elements of the scope and schedule and to set property acquisition parameters for the PROJECT.
- b. Complete a parcel file for each property involved with the PROJECT in accordance with the needs of CITY and/or the PROJECT requirements.
- c. Prepare legal descriptions and acquisition plats for each permanent easement and/or fee title acquisition.

- d. Use acquisition forms and documents provided by CITY or prepare acquisition documents under the direction, review, and approval of the CITY's legal department. Acquisition documents may include, but not be limited to: (1) Offer to Purchase, (2) 10 day-waiver, (3) real estate purchase agreement, (4) Easements, (5) Warranty Deed, (6) title clearing documents as directed by CITY's attorney, and (7) release of tenant interest and leasehold claims.
- e. Make (through the Appointed Agent) personal and private contacts with each property owner and tenant (the Parties) or their representative to explain the effect of the acquisition, answer questions, present a written offer, and consider counter offers and to make approved offers for administrative settlements. Non-resident property owners will be contacted by certified or registered mail or by U.P.S.
- f. Make a good faith effort to acquire the necessary property within 90 days after an initial meeting with the property owner. Negotiations will be considered complete upon occurrence of one of the following: (1) the parties accept the offer, (2) the parties accept an administrative settlement, (3) the parties fail or refuse to accept the offer or administrative settlement, and/or (4) in the judgment of the CONSULTANT, negotiations have reached an impasse.
- g. Notify the CITY of every parcel on which negotiations have reached an impasse, or which cannot be acquired by negotiated Agreement at the completion of the negotiations phase of the work. If the CITY is to condemn, the CONSULTANT will deliver as much of the file to the CITY as is necessary for the CITY's condemnation attorneys to begin preparation for the condemnation of the parcel. The CITY will provide written notice to the parties that the parcel is being prepared for condemnation. The CONSULTANT, when notified in writing by the CITY, will continue in an attempt to negotiate an Agreement after notice has been sent that condemnation is being prepared, but before notice of condemnation has been served. Once notice of condemnation has been served, negotiations will cease unless requested by CITY to continue as additional services.
- h. Deliver all signed acquisition documents and title clearing (as directed by CITY's attorney), to CITY for payment and closing tasks.

CITY'S RESPONSIBILITIES

CITY understands and agrees that it will be responsible for and will provide the following, in a timely manner:

- i. Provide all government approvals that may be necessary to complete the Work and/or PROJECT.
- j. Provide all necessary forms and/or documents to complete each acquisition and/or provide the services of CITY's attorney to supervise, review, and approve any and all legal documents prepared by CONSULTANT.
- k. Make interim and final decisions utilizing information supplied by CONSULTANT.

1. Process Council Roll Calls/Requisitions.
- m. Perform the following task for closings: Provide title opinions; prepare and distribute proceed checks to owners and tenants; prepare closing statements; prepare 1099 tax forms; update abstracts; record all pertinent documents.

D. CONSTRUCTION SERVICES

1. CONSTRUCTION ADMINISTRATION

To be included in a future amendment.

2. CONSTRUCTION OBSERVATION

To be included in a future amendment.

3. CONSTRUCTION STAKING

To be included in a future amendment.

4. MONUMENT PRESERVATION

To be included in a future amendment.

5. RECORD DRAWINGS

To be included in a future amendment.

ATTACHMENT 2 – SCHEDULE

NE GATEWAY DRIVE LANE EXTENSION – NE 2ND CT TO NE HERITAGE DRIVE

I. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

Notice to Proceed	March 10, 2026
Complete Topo and Boundary Survey	March 31, 2026
Complete Intersection Concepts	March 20, 2026
Complete Preliminary Plans	May 1, 2026
Begin Franchise Utility Coordination	May 1, 2026
Project Management Team Meeting #1	May 8, 2026
Complete Plats	June 5, 2026
Complete Right-of-Way Documents	August 14, 2026
Complete Check Plans	August 14, 2026
Project Management Team Meeting #2	September 1, 2026
Complete Right-of-Way Acquisition	November 3, 2026
Complete Final Plans	November 3, 2026
Council Set Dates	November 3, 2026
Bid Letting	December 8, 2026
Council Award Project	December 15, 2026
Complete Franchise Utility Relocations	Spring 2027
Construction	Summer 2027

ATTACHMENT 3 - SCHEDULE OF FEES



Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Historian, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$285.00/hour
Principal I	\$265.00/hour
Senior	\$236.00/hour
VIII	\$216.00/hour
VII	\$204.00/hour
VI	\$195.00/hour
V	\$182.00/hour
IV	\$167.00/hour
III	\$155.00/hour
II	\$140.00/hour
I	\$126.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$164.00/hour
Senior	\$158.00/hour
VIII	\$146.00/hour
VII	\$136.00/hour
VI	\$122.00/hour
V	\$110.00/hour
IV	\$100.00/hour
III	\$89.00/hour
II	\$82.00/hour
I	\$72.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$84.00/hour
I	\$69.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>

REIMBURSABLE EXPENSES

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

ATTACHMENT 4 – PROJECT AREA



**NE GATEWAY DRIVE LANE EXTENSION
NE 2ND CT TO NE HERITAGE DRIVE**

0 50 100
FEET





CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: IA-141 Safety Action Plan – Foth Infrastructure & Environment, LLC – Professional Services Agreement.

BACKGROUND: The City of Grimes applied for and received Safe Streets for All (SS4A) grant funding from the Federal Highway Administration (FHWA) for a Comprehensive Safety Action Plan (CSAP) on Iowa Highway 141 from the I-35/80 interchange to NE Beaverbrooke Blvd.

We sent out a Request for Qualifications (RFQ) to engineering consulting firms and received 4 responses. Staff evaluated and scored the submitted RFQ's and Foth Infrastructure & Environment, LLC (Foth) was the highest scoring firm. A scoping meeting was held with Foth and a corresponding Professional Services Agreement was developed for performing and producing the CSAP on Iowa Highway 141. Foth did partner with HDR on this project, who had a part in the regional CSAP conducted by the Metro Planning Organization. It was a key component that this CSAP be a deeper dive into the Iowa Highway 141 corridor as a supplement to that regional CSAP.

The SS4A grant was in the amount of \$400,000 with a required 20% match from the City for a total of \$500,000. The fee proposed by Foth is in line with this amount and they plan to begin work on the CSAP following council approval of their PSA.

BUDGETARY CONSIDERATIONS: The fee for this professional services agreement is \$499,956. The fee is being covered by the SS4A grant funds and planned CIP contributions for the City's matching funds.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None.

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

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Matt Ahrens
Return to: Matt Ahrens

RESOLUTION 03-1526 TO ENTER INTO CONTRACT FOR PROFESSIONAL SERVICES WITH FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC FOR IA-141 SAFETY ACTION PLAN FROM THE I-35/80 INTERCHANGE THROUGH NE BEAVERBROOKE BLVD.

Grimes Resolution No. 03-1526

WHEREAS, the City of Grimes (Grimes) applied for and received grant funding from the Safe Streets for All (SS4A) Federal Highway Administration (FHWA) program to conduct a Comprehensive Safety Action Plan (CSAP) for Iowa Highway 141 from the I-35/80 interchange to NE Beaverbrooke Blvd.; and,

WHEREAS, Grimes sent out a Request for Qualifications to engineering consulting firms to perform and produce the CSAP for this Iowa Highway 141 corridor section; and,

WHEREAS, Grimes evaluated and scored the Request for Qualifications submitted and Foth Infrastructure & Environment, LLC (Consultant) was the highest scoring firm; and,

WHEREAS, Consultant has proposed the attached Standard Professional Services Agreement that has a scope of work to be supplied by the Consultant and compensation to be paid by Grimes for their consulting services related to the creation of the CSAP for Iowa Highway 141;

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

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

**IA-141 Safety Action Plan
from the I-35/80 Interchange through NE Beaverbrook Blvd.**

This Agreement is made and entered into this 10th day of March, 2026, by and between City of Grimes, a municipal corporation, hereinafter referred to as "City," and FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC, (Fed. I.D. #20-5814224), party of the second part, hereinafter referred to as "Consultant" as follows:

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

A. In consideration of the professional services provided herein, the City agrees to pay the Consultant the following sum NOT-TO-EXCEED, excluding any authorized reimbursable expenses, pursuant to the Consultant's actual costs plus a 12 percent fixed fee.

I. Basic Services of the Consultant

a. Project Management	\$ <u>58,632</u>
b. Stakeholder and Public Engagement	\$ <u>71,846</u>
c. State of Practice and Data Review	\$ <u>33,141</u>
d. Crash Data Analysis	\$ <u>36,719</u>
e. Countermeasure Toolbox	\$ <u>31,231</u>
f. Implementation Plan and Program	\$ <u>177,121</u>
g. Safe Street Visualizations & Vision Zero Toolkit Implementation	\$ <u>26,496</u>
h. Safety Action Plan	\$ <u>38,134</u>
i. Safe Streets for All Implementation Grant	\$ <u>26,636</u>

Total \$ 499,956

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

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

4. INSURANCE

- A. Consultant understands and agrees that Consultant shall have no right of coverage under any and all existing or future City comprehensive, self or personal injury policies. Consultant shall provide insurance coverage for and on behalf of Consultant that will sufficiently protect Consultant or Consultant's representative(s) in connection with the professional services which are to be provided by Consultant pursuant to this Agreement, including protection from claims for bodily injury, death, property damage, and lost income. Consultant shall provide worker's compensation insurance coverage for Consultant and all Consultant's personnel. Consultant shall file applicable insurance certificates with the City, and shall also provide evidence of the following additional coverage.
- B. The Consultant shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company authorized to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- C. The Consultant shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled without giving the City at least thirty (30) days written notice by registered mail, return receipt requested.
- D. The Consultant shall provide evidence of professional liability insurance, by an insurance company authorized to do business in the State of Iowa, in the limit of \$1,000,000 for claims arising out of the professional liability of the Consultant. The insurance coverage shall not be reduced below these limits and the Consultant will notify the City of any erosion of the Policy Limits due to claims made. The coverage shall be maintained for a period of three (3) years after completion of the project. Consultant shall provide City written notice within five (5) days by registered mail, return receipt requested of the cancellation of the professional liability policy.
- E. AGENTS AND SUBCONTRACTORS: The Consultant shall require that any of its consultants, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement to meet the same insurance requirements as are required of the Consultant.
- F. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: Except for Workers Compensation and Professional Liability, the policies providing the coverages specified in B and C above shall include the City of Grimes as Additional Insured and Governmental Immunities Endorsements.
- G. Failure of Consultant to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

Name: Foth Infrastructure and Environment, LLC
Attn: Andy Floy, P.E.
Title: Senior Transportation Engineer
Address: 106 SW 7th Street, Suite 200
City, State: Des Moines, Iowa 50309

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

Consultant understands and agrees that the Consultant and Consultant's employees and representatives are not City employees. Consultant shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits, or any other form of compensation or benefit to Consultant or Consultant's employees, representatives or other personnel performing the professional services specified herein, whether it be of a direct or indirect nature. Further, it is expressly understood and agreed that for such purposes neither Consultant nor Consultant's employees, representatives or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement, or any other benefits whatsoever.

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

BY:  
Digitally signed by ASF
DN: E=Andy.Floy@foth.com,
CN=ASF
Date: 2026.02.13
15:05:55-06'00'

Name: Andy Floy, P.E.


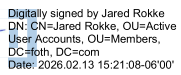
Title: Senior Transportation Engineer

CITY OF GRIMES

BY: _____

David Gisch, Mayor

WITNESS

 
Digitally signed by Jared Rokke
DN: CN=Jared Rokke, OU=Active
User Accounts, OU=Members,
DC=foth, DC=com
Date: 2026.02.13 15:21:08-06'00'


Name: Jared Rokke, P.E.

Title: Lead Civil Engineer

ATTEST

Name: _____

Title: _____


Carrie L. Voskuil
Senior Contracts Manager (SD)

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

The Consultant shall consult on a regular basis with the City to clarify and define the City’s requirements for the Project and review available data. The City agrees to furnish to the Consultant full information with respect to the City’s requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available pertinent existing data. The IA-141 Safety Action Plan is generally described as follows:

The project involves public engagement, traffic analysis, and conceptual design along the IA-141 corridor from the I-35/80 interchange ramps to NE Beaverbrooke Blvd., with the ultimate goal to develop a Safety Action Plan and submit a Safe Streets for All Implementation Grant application.

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

- The City will handle all City Council meetings with information provided by the Consultant and Subconsultant.
- The east/west limits for traffic analysis will be Destination Drive and Gateway Drive.
- StreetLight data from the Iowa DOT will be used to supplement collected traffic data.
- Stakeholder and Public Engagement survey will be digital with no paper copies.
- Effort to revise or update existing City of Grimes documents or manuals based on Safe System Approach recommendations is not included.

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

PHASE 1 – PROJECT MANAGEMENT

Task 1 - Project Management

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

- The project duration is assumed to be sixteen (16) months.

Task 2 – Project Meetings.

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

For budget purposes, it is assumed the following eleven (11) meetings will be attended by three (3) staff members of the Consultant and two (2) members of the Subconsultant. Half of the meetings are assumed to be virtual.

Project Kick-off Meeting	1 Meeting
PMT Meetings	10 Meetings

Task 3 – FHWA Progress Reports

Assist the City of Grimes with grant administration activities related to the SS4A planning grant. Tasks may include drafting and processing agreement amendments, developing progress reporting materials, coordinating with FHWA through scheduled calls, or other administrative grant activities needed by the City.

PHASE 2 – STAKEHOLDER AND PUBLIC ENGAGEMENT (SPE)

Task 1 – Prepare the SPE Plan

Develop a Stakeholder and Public Engagement plan to identify stakeholders, define goals, and set up communication protocols.

Task 2 – Public Engagement

Aid in organizing, facilitating, and documenting public engagement activities. Public engagement activities may include, but not limited to, the following:

- Project website to be hosted by the City
- Online survey
- Interactive map
- Steering team meetings, up to four (4) meetings assumed
- Pop-up events at grocery stores, gas stations, or box stores
- Attend civic events such as Governors Days parade or farmers market

Task 3 – SPE Memo

Create a brief report documenting the public involvement efforts and summary of data.

PHASE 3 – STATE OF PRACTICE AND DATA REVIEW

Task 1 – Data Review

Existing programs, policies, and activities, as well as plans, studies, and initiatives of the City of Grimes that affect transportation project development and public safety operations will be reviewed and assessed. Safety resources from USDOT and FHWA and other industry sources will be utilized to identify desirable safety practices to assess City practices against. Recommendations will be made for updates to policies and processes that support a Safe System Approach. Data sources may include:

- City capital programs and past and pending projects and grant applications for funding.
- Crash and public safety records
- Land use and zoning data
- Road infrastructure facility data including lanes, traffic control, and traffic signal timing as needed
- Traveler use data including traffic volumes, traffic forecasts, and origin-destination and probe data as available

The data received and identified will be cataloged, assessed for quality and usability, and documented along with findings on the recommended approach to measuring and projecting safety.

Task 2 – Environmental Review

The environmental review process will be used to help evaluate the options and document impacts. The most recent environmental shapefiles for the project will be acquired and a geographic information system (GIS) dataset will be created. The latest files will be acquired from the U.S. Fish and Wildlife Service (USFWS), U.S. Geological Survey, Federal Emergency Management Agency (FEMA), City of Grimes, City of Johnston, Iowa Department of Natural Resources (Iowa DNR), and other applicable sources. The dataset will include the most recent high-resolution aerial photography available.

Environmental constraints, potentially including the following, will be identified and considered during project analysis:

- Wetlands and other waters of the U.S.
- Floodplains
- Threatened and endangered species
- Groundwater wells
- Parks, trails, and other recreational resources
- Archaeological survey
- Properties listed or eligible for listing on the National Register of Historic Places (NRHP)
- Leaking underground storage tank sites and other contaminated sites
- FAA regulations

- Traffic noise
- Low-income, minority, and vulnerable populations

An environmental constraints map will be developed to assist in the refinement of safety improvements.

PHASE 4 – CRASH DATA ANALYSIS

Task 1 – Data Collection

Collect 24-hour turning movement traffic volumes at the following five (5) intersections:

- IA-141 and SE 37th Street
 - Turning movement counts in am and pm peak hour, including a breakdown of vehicle classification and pedestrian/bicycle counts.
- IA-141 and SE 28th Street
 - Turning movement counts in am and pm peak hour, including a breakdown of vehicle classification and pedestrian/bicycle counts.
- IA-141 and SE 19th Street
 - 24 hours of conflict (near-miss) data.
- IA-141 and SE 11th Street
 - Turning movement counts in am and pm peak hour, including a breakdown of vehicle classification and pedestrian/bicycle counts.
- IA-141 and NE Beaverbrooke Boulevard
 - Turning movement counts in am and pm peak hour, including a breakdown of vehicle classification and pedestrian/bicycle counts.
 - 24 hours of conflict (near-miss) data.

Task 2 – Crash Analysis

Identify key crash locations, patterns, crash causes, and contributing factors to inform policy, engineering, and other safety recommendations in the study area.

Data will be summarized into trends year-to-year, by travel mode, by crash type, and by severity level to create a data-driven basis for prioritizing crash types. The descriptive crash statistics will lead to an initial assessment of factors associated with higher crash risk. The project team will provide further analyses of a subset of factors that appear to be contributing to a disproportionate number of crashes in the systemic analysis. Criteria will be developed for the risk factors and applied to the roadway network to understand where risk factors are present.

Identify emphasis areas and high-crash locations. The emphasis areas will draw from the DMAMPO Comprehensive Safety Action Plan, recognizing that safety needs and treatments are at times diagnosed by non-location specific contributing factors. The systemic analysis will also be compared to an analysis of crash patterns at key intersections and segments along the IA 141 corridor. Safety findings will be briefly documented in a technical memo and key safety areas of focus will be depicted in map format.

PHASE 5 – COUNTERMEASURE TOOLBOX

Task 1 – Systemic Countermeasure Toolbox

This toolbox will focus on countermeasures that can be effective where crash densities are lower but where factors are present that may contribute to potential conflicts between vehicles and vulnerable road users (pedestrians, bicyclists, and motorcyclists). This toolbox will include:

- The purpose of the countermeasure, its expected crash reduction, and relative cost and ease of implementation. To the extent possible, it will use regional examples to illustrate precedent of the countermeasure being implemented within the region.
- Engineering, enforcement, and education strategies that can be used to address high-risk safety issues.
- A succinct instructional guide will be developed to accompany the toolbox to assist users in understanding how to use the toolbox and provide Safe System context.

Review of the current access management strategies across the region will be completed to develop a general region-wide strategy with a focus on safety to be included with the toolbox. Freight and commercial vehicle traffic will be closely considered with the safety improvement strategies identified in the Toolbox.

The practice of effective Vision Zero-centered enforcement programs will be reviewed, including looking within the Des Moines region, and summarize findings in a brief memo that will serve as the basis for discussions around enforcement. Findings will build on DMAMPO CSAP engagement, but with more focus on Polk County Sheriff's needs and the corridor study area.

Safety education opportunities will be documented and coordinated with City identified stakeholders. Develop up to two (2) safety-focused education strategies for potential use by City partners for safety on the corridor.

Task 2 – Emphasis Area Toolbox

Develop a toolbox that details effective safety countermeasures, or combinations of countermeasures, that can be applied to emphasis areas identified from the crash data analysis. This toolbox will inform prioritization and development of safety projects.

Task 3 – Performance Measures and Transparent Tracking Strategies

Trends will be identified relating to measures from recent MPO reporting or crash data, including: number of fatalities, fatalities per 100 million VMT, number of serious injuries, serious injuries per 100 million VMT, and number of non-motorized fatalities and serious injuries.

Correlate countermeasures included in the toolbox with performance measures to create a link between the performance target, countermeasure implementation, and outcomes. Working with the City, we will determine realistic and effective strategies for tracking countermeasure implementation based on data availability and ideally building on existing regional reporting processes.

PHASE 6 – IMPLEMENTATION PLAN AND PROGRAM

Task 1 – Intersection Control Evaluation

Perform Phase 1 of the Iowa DOT intersection control evaluation (ICE) process for the following intersections:

- IA-141 and SE 37th Street
- IA-141 and SE 28th Street
- IA-141 and SE 19th Street
- IA-141 and SE 11th Street
- E 1st Street and IA-141 SB Ramp
- E 1st Street and IA-141 NB Ramp
- IA-141 and NE Beaverbrooke Blvd.

Develop traffic volume sets for the AM and PM peak hours of the scenarios listed below for the seven (7) intersections previously listed. Development of traffic volumes will include review of count data and use of Des Moines Area MPO Travel Demand Model (DMAMPO TDM) to forecast future year volumes.

- Existing conditions – 2025
- Design year – 2050

Phase 1 of the ICE process will filter out intersection alternatives that are not feasible based on traffic operations and safety, right-of-way constraints, and other qualitative and quantitative considerations. A maximum of three (3) alternatives per intersection will be carried forward for further evaluation.

For the alternatives carried forward from Phase 1 of the ICE process, the DMAMPO TDM will be modified based on changes in access to and from IA-141 to estimate the daily volumes on roadways adjacent and parallel to IA-141. Estimated demand will be compared to capacity of roadways due to changes in access to and from IA-141. Alternatives deemed not feasible due to increased demand on adjacent and parallel roadways will be removed from further considerations.

The design year AM and PM peak hours will be evaluated in Synchro 12 for remaining intersection alternatives to refine intersection configuration details and develop recommendations for mid-term and long-term solutions.

Recommend education and enforcement approaches to safe travel for the study corridor. Order of magnitude costs, lead and support implementors will be identified, and a timeframe of short, mid, or long term will be identified. Strategies requiring additional funding or manpower will be denoted as contingent on those upgrades and potential sources for additional funding will be noted where identified.

Task 2 – Develop Potential Projects

Develop geometric design criteria, typical cross sections, and access control recommendations based on previously completed analysis and environmental constraints. Aerial based concept alignments and geometry will be developed for IA-141 within the study area and up to six (6) intersections for the future ultimate buildout condition.

Concepts will also be developed for up to three (3) interim solutions that could be applied in the short term to address current safety concerns.

Develop quantity estimates for major construction items. Construction quantities will be conceptual, and consider major construction items (e.g., pavement, bridges, earthwork, etc.).

PHASE 7 – SAFE STREET VISUALIZATIONS & VISION ZERO TOOLKIT IMPLEMENTATION

Task 1 - Visualizations

Develop safe streets graphic visualizations, including renderings and presentations, to demonstrate safety countermeasures and develop a Vision Zero toolkit to assist the City with implementation.

Develop up to four (4) graphic visualizations, including renderings and presentation materials, that communicate and illustrate proven safety countermeasures, context-sensitive design solutions, and multimodal roadway and community typologies.

Task 2 – Vision Zero Toolkit

Create a Vision Zero toolkit to provide customizable outreach materials to be used by City staff. The contents of the Vision Zero Toolkit will support safety education and messaging, including infographics, fact sheets, presentation slides, talking points, and other materials as determined in the implementation plan.

PHASE 8 – SAFETY ACTION PLAN

Task 1 – Safety Action Plan

Create a Safety Action Plan (SAP) that reflects the analysis and input received throughout the process and includes the required components for the SS4A grant application. The SAP will be outlined prior to completion of a full draft with city feedback on the outline, including method of satisfying key grant self-certification identified up front. The SAP will be organized around the Safe System approach and shaped by information gained through stakeholder and community engagement and data analysis and tailored to the Des Moines region. The implementation plan developed will be a central component of the SAP while other key deliverables such as the countermeasure toolbox, Vision Zero Toolkit, graphic visualizations, which will exist as standalone elements, will be referenced and at least partially weaved into the SAP. The SAP will present the performance measures previously developed and provide details on how these measures will be tracked and reported over time.

PHASE 9 – SAFE STREETS FOR ALL IMPLEMENTATION GRANT

Task 1 – Assembly of Full Application Package

Prepare the required submission material, with support from City staff, for an SS4A Implementation Grant for submittal in 2027. Required elements will comply with the most recent SS4A Notice of Funding Opportunity (NOFO) and the USDOT application instructions. Items prepared are as follows:

- A 12-page narrative that responds to SS4A evaluation criteria.
- A project snapshot that includes the improvements, delivery, and schedule for the subject project
- Up to five (5) graphics for the narrative or appendices, including an IA-141 project location map, a schedule graphic, and additional supporting visuals.

Task 2 – Self-Certification Eligibility Worksheet and Key Information Table

Assist the City of Grimes in completing the following required SS4A components:

- SS4A Self-Certification Eligibility Worksheet, confirming that the Action Plan developed through this study meets SS4A Action Plan requirements for supplemental planning. The DMAMPO SS4A self-certification eligibility worksheet will be used for the overall SS4A regional plan.
- Implementation Grant Key Information Table, including data analysis for:
 - Motor-vehicle-involved fatalities (last five FARS years available during the NOFO period)
 - Average annual fatality rate per 100,000 population
 - Percent of population in underserved communities within the project area census tracts
 - Project area fatalities, 2017 to 2021 or the most recent data window
 - Project area serious injuries, 2017 to 2021 or the most recent data window
 - Total project costs

Task 3 – Application Attachments

Compile required SS4A attachments including:

- The certified Grimes Safety Action Plan developed under this scope.
- Funding certification letters from the City committing the local match.
- Letters of support, with prepared templates for City distribution.
- Supporting documents, including maps, readiness summaries, and necessary spatial files required in the NOFO.

Task 4 – Budget Preparation

Prepare the Implementation Grant budget following NOFO provided table and requirements. The budget will incorporate cost estimates from the Implementation Plan, identify federal and non-federal shares, and demonstrate the required minimum 20 percent non-Federal match. The City of Grimes will confirm match sources and provide commitment letters.

Task 5 – Required Application Sections and Submission Support

Prepare the following sections from the FY 2025 NOFO. Sections will be updated if FT 2027 requires a different format:

1. Cover Page
2. Key Information Table
3. Table of Contents
4. Narrative, maximum of 12 pages, containing:
 - a. Overview
 - b. Location map
 - c. Response to selection criteria
 - d. Project readiness
 - e. Other considerations as noted in NOFO
5. Self-Certification eligibility worksheet
6. Budget
7. Appendices
8. Federal forms

Assist City with final submission of application in Valid Eval, the platform required for SS4A applications.

Project Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Phase 1 – Project Management
 - Meeting minutes
- Phase 2 – Stake holder and Public Engagement (SPE)
 - SPE Plan
 - Online survey report
 - SPE Memo
- Phase 3 – State of Practice and Data Review
 - State of Practice and Data Review Memo
 - Environmental constraints map
- Phase 4 – Crash Data Analysis
 - Crash Data Analysis Memo
- Phase 5 – Countermeasure Toolbox
 - Countermeasure Toolbox Memo
- Phase 6 – Implementation Plan and Program
 - Traffic Analysis Memo
 - Implementation Plan and Recommendation
 - Strip map showing CAD geometry of recommendations
 - Ballpark construction costs
- Phase 7 – Safe Street Visualization and Vision Zero Toolkit
 - Visualizaitons or renderings of recommended improvements
 - Vision Zero toolkit
- Phase 8 – Safety Action Plan
 - Safety Action Plan
- Phase 9 – Safe Streets for All Implementation Grant
 - Final SS4A Implementation Grant Application Package

ADDITIONAL SERVICES:

Additional Services are *not* included in this Agreement. If authorized under a Supplemental Agreement the Consultant shall furnish or obtain from others the following services:

- 1.) Meetings with Elected Officials (Council Meetings)
- 2.) Design of a wetland or WUS mitigation area if mitigation banks cannot be utilized.
- 3.) Additional T&E species studies, such as acoustic surveys, bee surveys, or botanical surveys
- 4.) Contaminated Soils Investigations
- 5.) Special Geotechnical Considerations

CITY’S RESPONSIBILITIES:

The City shall provide the following:

1. Provide existing utility plans and studies.

ATTACHMENT 2 - PROJECT SCHEDULE

The time of completion of the design and engineering services under this Agreement shall be as follows:

I. Basic Services of the Consultant

Anticipated Contract Approval	February 24, 2026
1. Project Management	February 2026 – May 2026
2. Stakeholder and Public Engagement	February 2026 – October 2026
3. State of Practice and Data Review	February 2026 – April 2026
4. Crash Data Analysis	February 2026 – April 2026
5. Countermeasure Toolbox	April 2026 – June 2026
6. Implementation Plan and Program	June 2026 – October 2026
7. Safe Streets Visualization and Vision Zero Toolkit	October 2026 – November 2026
8. Safety Action Plan	October 2026 – February 2027
9. SS4A Implementation Grant	February 2027 – April 2027



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution Approving Purchase Agreement — Meadows Phase 2 Greenway, Reap Grant

BACKGROUND: In 2022, the City of Grimes applied for a Reap Grant, through the Iowa Department of Natural Resources (IDNR). In 2023, the City was awarded the Grant, and entered into a Grant Agreement with the IDNR. Originally, the city and property owner were not able to come to terms on the acquisition of the greenbelt property. However, after further discussion, the property owner and city staff were able to reduce the overall acquisition, and still utilize the grant dollars from the IDNR. The balance of the property originally intended to be acquired will be dedicated to the City through the standard parkland dedication requirements, as well as donations from the property owner.

BUDGETARY CONSIDERATIONS: The purchase price of the property, which is 3.0 acres is \$150,000.00. \$125,000 of the acquisition is covered by the Grant, with the remaining \$25,000 coming from the trail improvement and planning capital fund.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Alex Pfaltzgraff, Development Services Director/Assistant City Manager , 515-986-4050,
apfaltzgraff@grimesiowa.gov

Prepared by: AP

Return to: AP

RESOLUTION APPROVING PURCHASE AGREEMENT — MEADOWS PHASE 2
GREENWAY, REAP GRANT

Grimes Resolution No. 03-1626

WHEREAS, the City of Grimes was previously awarded a grant from the Iowa DNR Reap Program; and

WHEREAS, the grant intends to preserve and protect natural resources; and

WHEREAS, the City has identified additional lands consistent with the Future Land Use Plan to continue a greenway corridor;

WHEREAS, the City has prepared an offer to purchase certain property and the property owner has accepted the offer.

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

1. That the Purchase Agreement is hereby approved.
2. That the Mayor and/or City Manager are hereby authorized to execute any documents necessary to effectuate the Purchase Agreement, associated property transaction and grant agreement.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

INDEX LEGEND

LOCATION: SEC 1-79-26, PT NW1/4 SW1/4
REQUESTOR: CITY OF GRIMES
PROPRIETOR: HOPE K FARMS LLC
4500 WESTOWN PKWY STE 277
WEST DES MOINES, IA 50266
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

ACQUISITION PLAT

DATE OF SURVEY

MARCH, 2026

OWNER

HOPE K FARMS LLC

AREA SUMMARY

3.00 ACRES (130,680 S.F.)

PARCEL '23-83' DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 01, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 88°52'58" WEST ALONG THE SOUTH LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 349.89 FEET TO THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF PARCEL '20-105' AS SHOWN ON THE WARRANTY DEED RECORDED IN BOOK 2021, PAGE 34753; THENCE SOUTH 88°52'58" WEST ALONG THE NORTH LINE OF SAID PARCEL '20-105', A DISTANCE OF 248.59 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '20-105'; THENCE NORTH 01°27'06" EAST, 502.73 FEET; THENCE NORTH 88°52'58" EAST, 271.53 FEET; THENCE SOUTH 04°01'27" WEST, 492.96 FEET; THENCE SOUTH 05°29'32" WEST, 11.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.00 ACRES (130,680 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FILE: H:\2023\2307502\DWG\2307502-ACQ NEW.DWG
DATE PLOTTED: 3/3/2026 2:30 PM
FILE DATE: 3/3/26
PLOTTED BY: JON ERDAHL

SHEET 1 OF 2



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.

JONATHAN A. ERDAHL, P.L.S. DATE
LICENSE NUMBER 28686
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2027
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

PT NW1/4 SW1/4 SEC 1-79-26

REVISION:

CITY OF GRIMES - ACQUISITION PLAT

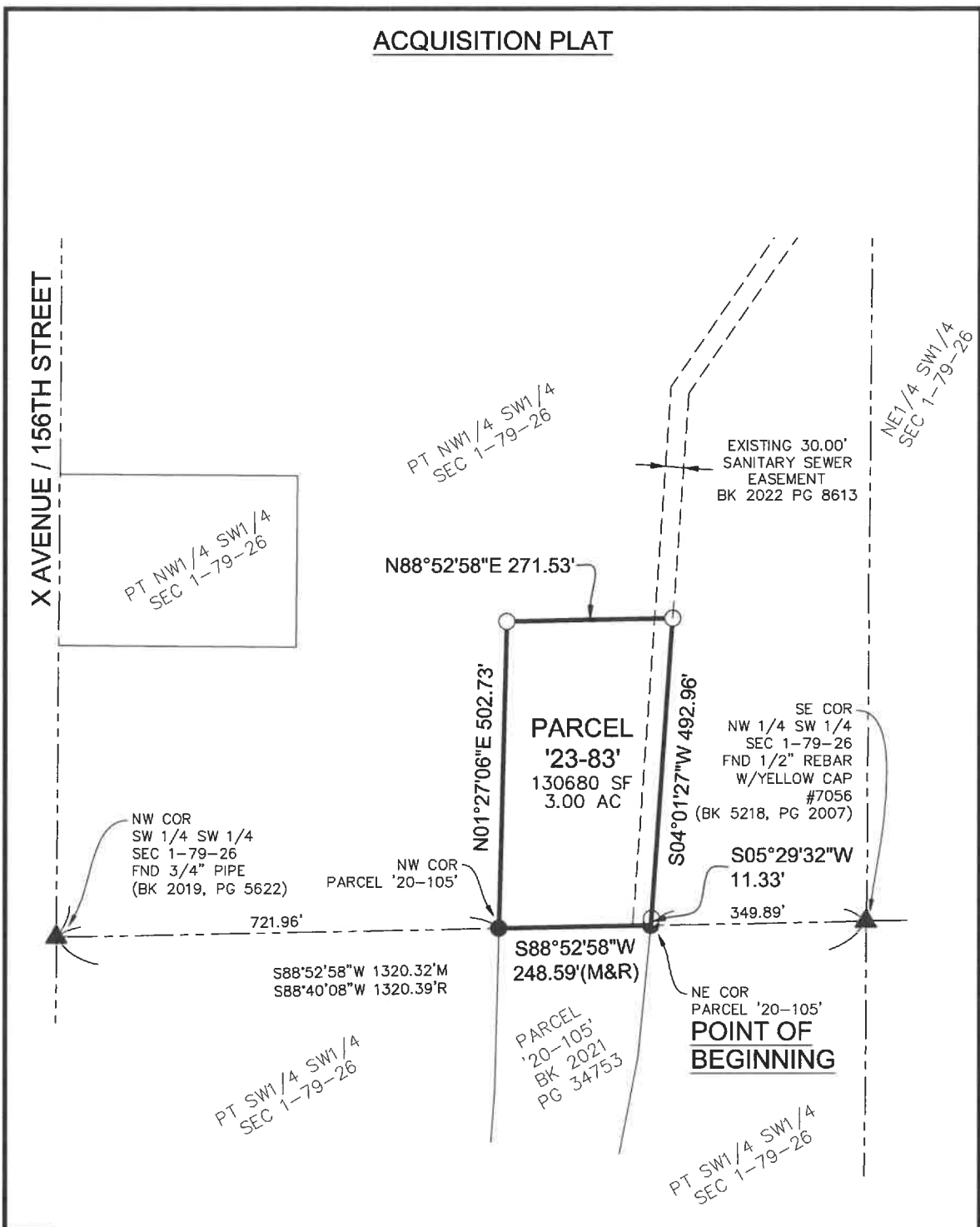
2307.502



CIVIL DESIGN ADVANTAGE

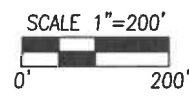
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: (515) 369-4400

ACQUISITION PLAT



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 DATE PLOTTED: 3/3/2026 2:30 PM
 FILE DATE: 3/3/26
 PLOTTED BY: JON ERDAHL

LEGEND	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, CAP #15980 (UNLESS OTHERWISE NOTED)	●	
1/2" REBAR, CAP #28686 (UNLESS OTHERWISE NOTED)		○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
ARC LENGTH	AL	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	



SHEET 2 OF 2

PT NW1/4 SW1/4 SEC 1-79-26

CITY OF GRIMES - ACQUISITION PLAT

REVISION:



CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PH: (515) 369-4400

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated as of date last set forth below, by and between Hope K Farms LLC or its assignees ("Seller"), and the City of Grimes, Iowa ("Buyer").

Buyer hereby offers to buy and the Seller by acceptance agrees to sell the real property situated in Dallas County, Iowa, located on a parcel to be known as Parcel 23-83 and described on Exhibit A, together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon confirmation of the legal description in the abstract and the following terms and conditions:

1. PURCHASE PRICE. The Purchase Price shall be \$150,000.00.

2. REAL ESTATE TAXES.

- A. Seller shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- B. Seller shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2026) due and payable in the subsequent fiscal year (commencing July 1, 2026). The parties acknowledge that the City has an obligation to assist the County in the collection of real estate taxes, and that a proration calculation may be completed by the County Treasurer's office prior to closing. Notwithstanding any other term of this Agreement, Seller agrees to pay at Closing their prorated share of real estate taxes and any other amounts identified as owing and attributable to the period of Seller's possession as may be determined by the County.

3. SPECIAL ASSESSMENTS.

- A. Seller shall pay in full all special assessments which are a lien on the Property as of the date of closing.
- B. All charges for solid waste removal and maintenance that are attributable to Seller's possession, including those for which assessments arise after closing, shall be paid by Seller.
- C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller.

D. BUYER shall pay any special assessment installments that become due after Closing, if required to do so as a municipal governmental owner of land. Such amounts shall not be credited to the Purchase Price.

4. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If Buyer timely perform all obligations, possession of the Property shall be delivered to Buyer at Closing, and any adjustments of taxes, interest and all charges attributable to the Seller's possession shall be made as of the date of Closing. Closing shall occur on or before May 1, 2026, or such other date as mutually agreed upon by the parties, after approval of title by Buyer's attorney and vacation of the Property by Seller, but prior to possession by Buyer. This transaction shall be considered closed upon delivery of the Seller's closing documents and receipt of all funds then due at closing from Buyer under the Agreement.

6. TENANTS. Seller hereby warrants and represents that there are no tenants or third parties in possession of the Property, except: **NONE**

7. CONDITION OF PROPERTY.

- A. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.
- B. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.
- C. Buyer acknowledges that they have made a satisfactory inspection of the Property, including equipment, fixtures, and improvements as provided in this Agreement, and are purchasing the same in their existing condition. Except as otherwise stated in this Agreement, Seller makes no warranties, expressed or implied, as to the condition of the property.

8. ABSTRACT AND TITLE. Closing is subject to approval of title by Buyer, in Buyer's sole discretion. Seller shall deliver to Buyer an abstract of title to the Property, which Buyer shall have continued through the date of acceptance of this Agreement, at Buyer's sole expense, and delivered to Buyer's attorney for examination. It shall show merchantable title in Seller in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Seller shall make every reasonable effort to promptly perfect title. The abstract shall remain the property of Seller when the purchase price is paid in full. If closing is 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 Seller is unable to remedy any title defects that Buyer may take subsequent action to acquire the Property by eminent domain.

9. SURVEY. Buyer may, at Buyer's expense, have the property surveyed and certified by a Registered Land Surveyor prior to closing. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, Seller shall pay the cost thereof.

10. SEPTIC AND ENVIRONMENTAL MATTERS.

- A. Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes, or underground storage tanks located on the Property, and Seller has done nothing to contaminate the Property with hazardous wastes or substances. Seller warrants to

the best of its knowledge and belief that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Seller shall provide Buyer with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.

- B. BUYER may at its expense, within twenty-one (21) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In addition, the BUYER may at its expense, within twenty-one (21) days after the date of acceptance, obtain the report from a qualified soils engineer regarding the suitability of the land for construction of buildings or permanent improvements to the land. SELLER shall grant access for such inspections to occur, and land to be put back in its original condition if disturbed during testing or inspections.
- C. SELLER warrants that it has not received any oral or written notice from any federal, state, or local authority, having jurisdiction over the Property, of any violations of applicable environmental law, ordinance, rule, regulation or orders affecting the Property. SELLER shall immediately notify and deliver to BUYER a copy of any such notice or communication received by SELLER on or before Closing. There are no claims, actions or legal proceedings pending, and to the best of SELLER'S knowledge no threat thereof nor any basis therefor, with respect to SELLER or the Property, which would adversely affect the Property or SELLER'S ability to perform this Agreement. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property.
- D. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER. In the event that the soil is determined by the BUYER'S engineer to not suitable for construction of buildings or other permanent improvements on the land, the BUYER, at its option, may withdraw from this agreement at no cost to the BUYER.

11. DEED. Upon payment of the purchase price, Seller shall convey the Property to Buyer by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyer.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller as joint tenants with full rights of survivorship and not as tenants in common; and Buyer in the event of the death of any SELLER, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. 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 deed or real estate contract for this purpose.

14. FORCE MAJEURE. Buyer and Seller acknowledge that certain circumstances outside the reasonable control of the parties have the potential of causing delays or preventing either party's ability to perform their

obligations within the time periods set forth in the Purchase Agreement. Examples include delays and closures by appraisers, lenders, recorders and other service providers involved in this transaction related to scenarios including but not limited to public emergency, fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God. Buyer and Seller agree that should either need an extension of any of the deadlines set forth in the Purchase Agreement due to such matters, the requesting party, through their attorney, will notify the attorney for the non-requesting party via email stating the specific issue which is causing the delay. Upon receipt of the email, the deadline for the matter affected will be automatically extended by ten (10) days. Buyer and Seller agree that if the requesting party is unable to timely perform their obligations following the grant of an automatic ten (1) day extension, then the non-requesting party may grant an additional ten (10) day extension to the requesting party or cancel this Purchase Agreement upon five (5) business days written notice delivered via email to the attorney for the requesting party receiving the extension.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by Buyer' attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by the Closing Date, either party may declare this Agreement null and void, and all payments made hereunder shall be returned to Buyer.

17. REMEDIES OF THE PARTIES.

- A. If Buyer fails to timely perform this Agreement, Seller may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyer' default (during which thirty days the default is not corrected), Seller may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If Seller fails to timely perform this Agreement, Buyer have the right to have all payments made returned to them.
- C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. GENERAL PROVISIONS.

- A. **MODIFICATION.** 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 executed by the Parties with the same formality of this instrument.
- B. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
- C. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.
- D. **PARAGRAPH HEADINGS.** The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- E. **TIME OF THE ESSENCE.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall survive the closing. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.
- F. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same written instrument.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

22. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

23. ELECTRONIC SIGNATURES. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

[This space intentionally left blank. Signature page follows.]

SELLER:

BUYER:

.Hope K Farms LLC

City of Grimes, Iowa

By: 
Reza Kargarzadeh

By: _____
David Gisch, Mayor

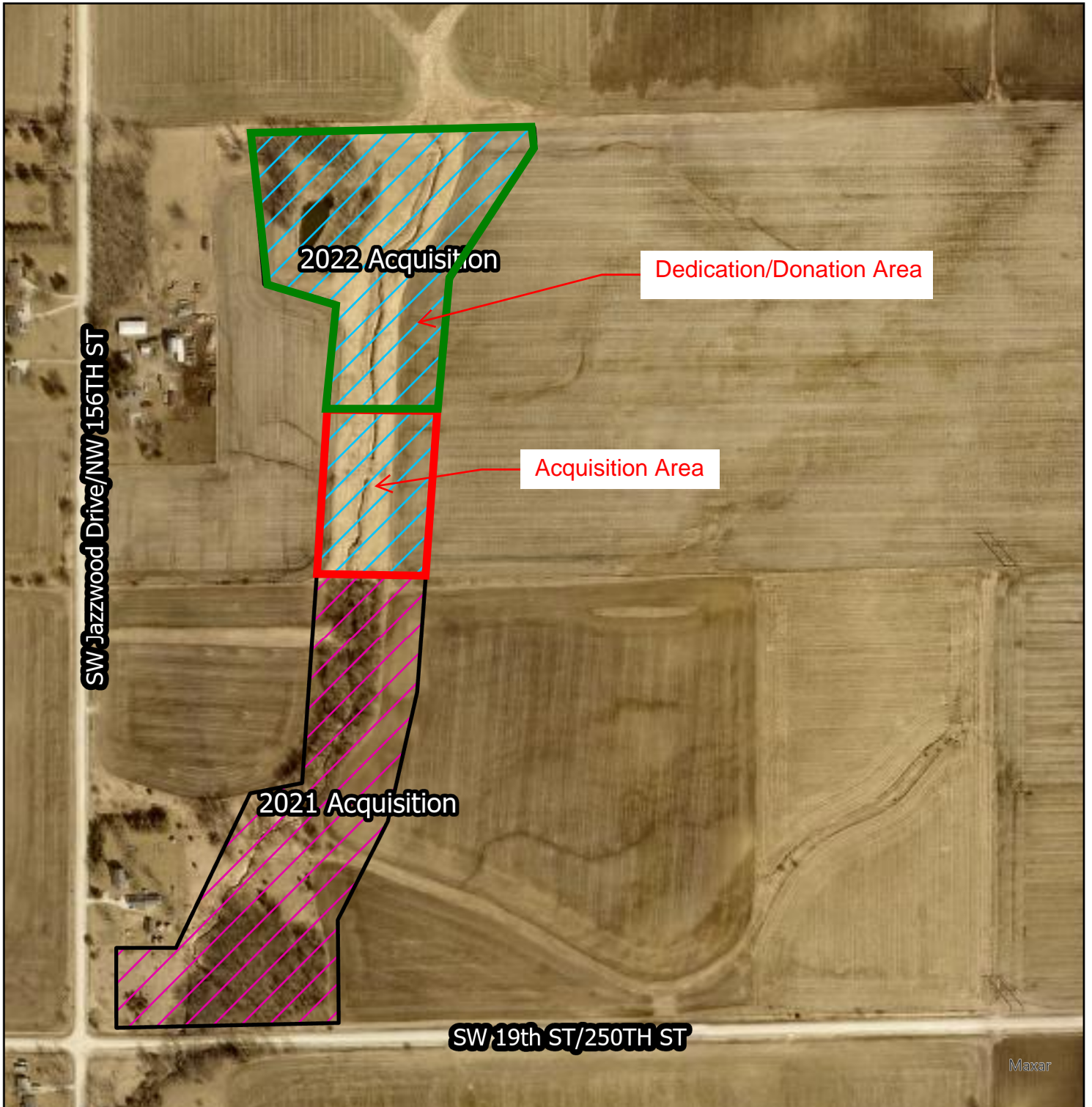
Address: 4500 Westown Parkway
Suite 277
West Des Moines, Iowa 50266



Address: 101 NE Harvey Street
Grimes, Iowa 50111

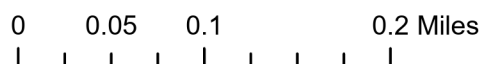
Date Signed: 03/03/26

Date Signed: _____

Grimes 2022 Reap Grant Far Southwest Planning Area Acquisition Phases



-  2022 Acquisition
-  2021 Acquisition





CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Appointing Boards and Commission Members for 2026

BACKGROUND: The Mayor has submitted appointments to City boards, commissions, and Council Liaison assignments for Council consideration. These appointments address vacant positions, expired terms, and annual liaison assignments.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:

Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving

Return to: Rachel Greving

RESOLUTION 03-1726 APPOINTING BOARDS AND COMMISSION MEMBERS FOR 2026

Grimes Resolution No. 03-1726

WHEREAS, in accordance with the Grimes Code of Ordinance 2-2-3, the Mayor is vested with the authority to appoint members to Boards, Commissions, and Council Liaisons, subject to the approval of Council; and

WHEREAS, these appointments are necessary to fill vacant positions or address expired terms; and

WHEREAS, Justin Nickel of Grimes, Iowa, has applied to be appointed to the Planning and Zoning Commission;

WHEREAS, Jeff Kooistra of Grimes, Iowa, has applied to be appointed to the Board of Adjustment.

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

1. Justin Nickel be appointed to the Planning and Zoning Commission;
2. Jeff Kooistra be appointed to the Board of Adjustment.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Resolution taking additional action on proposal to enter into an Essential Purpose Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay the same

BACKGROUND: The CIP was presented in November 2025 and reviewed again at the council workshop in February 2026. The 2026 GO bond issuance will fund the 2027 projects that were included in the CIP. These projects include park and trail improvements, roadway rehabilitation, sidewalk ADA plans, more work for S. James St, SE 37th St, HMA overlays, and fiber and technology upgrades. The Council held a hearing on an Urban Renewal project for the City Administration building in May 2024, and a portion of the approved funding for this project will be included in this combined issuance.

BUDGETARY CONSIDERATIONS: The combined not-to-exceed amount for the 2026 GO bonds is \$14,750,000.

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/COMMISSION ACTIONS: Council set the public hearing at the February 24, 2026 meeting and held the hearing on the Urban renewal loan agreement in May 2024.

STAFF RECOMMENDATION: Staff recommends approval to fund the CIP.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Marcia Woodke/ Dorsey & Whitney

Return to: Marcia Woodke

March 2, 2026

Via Email

Rachel Greving
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Loan Agreement – Prelevy Resolution
Our File No. 419952-114

Dear Rachel:

We have prepared and attached ***updated*** proceedings to be used at the March 10th City Council meeting covering the hearing on the Essential Purpose Loan Agreement (the “Loan Agreement”), combining loan agreements, and providing for the adoption of the resolution taking additional action with respect to the General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”) and authorizing a property tax levy for the fiscal year beginning on July 1, 2026 in the amount of \$1,029,494 for the payment of debt service on the Bonds.

After it is adopted, a certified copy of the attached resolution must be filed with the Dallas and Polk County Auditors **no later than close of business on April 15, 2026**. Please print an extra copies of the resolution for this purpose.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council’s determination to enter into the Loan Agreement in the future, and its adoption constitutes the “additional action” required by the Iowa Code. The resolution also authorizes the debt service property tax levy in the next fiscal year.
2. Attestation Certificate with respect to the validity of the transcript.
3. County Filing Certificates of the Dallas and Polk County Auditors relating to the filing of a certified copy of the resolution in each office.

As these proceedings are completed, please return one fully executed copy to our office via email to lemke.susan@dorsey.com. If you have any questions, please contact Erin Regan, Cheryl Ritter, Megan Newell or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES TO HOLD HEARING ON A
GENERAL OBLIGATION LOAN
AGREEMENT, COMBINE LOAN
AGREEMENTS, AND AUTHORIZE
PRELEVY

419952-114

Grimes, Iowa

March 10, 2026

The City Council of the City of Grimes, Iowa, met on March 10, 2026, at 5:30 p.m., at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into an Essential Purpose Loan Agreement in a principal amount not to exceed \$8,750,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution taking additional action on proposal to enter into an Essential Purpose Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa proposed to enter into a general obligation urban renewal 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 Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City used a portion of its borrowing authority under the Urban Renewal Loan Agreement to issue its General Obligation Corporate Purpose Bonds, Series 2025A, dated May 14, 2025, for the partial funding of the City Hall Project; and

WHEREAS, the City now intends to use \$6,000,000 of its remaining authority to borrow under the Urban Renewal Loan Agreement to provide additional funding for the City Hall Project; and

WHEREAS, the City also proposed to enter into an essential purpose loan agreement (the “Essential Purpose Loan Agreement” and together with the Urban Renewal Loan Agreement, the “Loan Agreements”), 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 \$8,750,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sanitary sewer system, storm water drainage, sidewalk/pedestrian trafficway improvements, (b) acquiring and installing street lighting, traffic control, signage and signalization improvements; and (c) undertaking improvements to and equipping of existing municipal parks, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 10, 2026; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority to enter into the Essential Purpose Loan Agreement with its authority to borrow under the Urban Renewal Loan Agreement into a single loan agreement (the “Loan Agreement”) and to issue General Obligation Corporate Purpose Bonds, Series 2026A (the “Bonds”) in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Bonds before July 1, 2027; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2026-2027 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. Authority to borrow under the Loan Agreements is hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$1,029,494.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Dallas and Polk County Auditors and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 10, 2026.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF DALLAS AND POLK
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposal to enter into a Loan Agreement and to issue General Obligation Corporate Purpose Bonds, Series 2026A in evidence of the City's obligation under the Loan Agreement, combining Loan Agreements, and the authorization of a debt service property tax levy for the payment of principal and interest thereunder and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2026.

City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF DALLAS

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2026, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 10, 2026, entitled: “Resolution taking additional action on proposal to enter into an Essential Purpose Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay the same,” and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2026, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 10, 2026, entitled: "Resolution taking additional action on proposal to enter into an Essential Purpose Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

County Auditor



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

**AGENDA ITEM: Establishing Standards for Small Wireless Facilities City Ordinance 810
Second Consideration**

BACKGROUND: At the February 24, 2026 Council meeting, the public hearing was held as well as the first consideration. The proposed ordinance establishes a new Title 8-6 of the Grimes Code of Ordinances to regulate the siting and installation of small wireless facilities within the City's right-of-way. The ordinance is designed to ensure compliance with the Iowa Cell Siting Act and applicable federal law while preserving the public health, safety, welfare, and aesthetic character of the City. The ordinance creates a clear and uniform framework for the deployment of small wireless facilities and related infrastructure (including new, modified, or replacement utility poles) within City-owned right-of-way. It balances the need for expanded wireless services with the City's responsibility to manage and protect public infrastructure and community character.

There have been no changes since the first reading.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:

Prioritized ___YES ___X___NO

BOARD/COMMISSION ACTION(S):

STAFF RECOMMENDATION: Staff recommends Council approval of the proposed ordinance establishing Title 8-6 – Small Wireless Facilities in the Right-of-Way.

RESPONSIBLE STAFF/CONTACT INFORMATION: Kevin Hensley

Prepared by: _____

Return to: __KLH, JB, DG__

GRIMES ORDINANCE #810

AN ORDINANCE ESTABLISHING TITLE 8-6 WITH STANDARDS FOR SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY IN THE CITY OF GRIMES

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA

SECTION 1. Purpose. The purpose of this ordinance is to establish standards for small wireless facilities which utilize City of Grimes right-of-way by adoption of ordinances that are consistent with the Iowa Cell Siting Act and federal law.

SECTION 2. Amendment. Grimes Code of Ordinances shall be amended by adding a new Title8-6 entitled “Small Wireless Facilities”, which will provide as follows:

8-6-1 – Purpose and Scope

(A) Purpose. The purpose of this Title is to establish uniform policies and procedures for the deployment and installation of small wireless facilities and new, replacement, or modified utility poles and wireless support structures in right-of-way within the City’s jurisdiction and owned by the City, which will provide a public health, safety, and welfare benefit consistent with federal and state requirements, the preservation of the integrity, safe usage, the character of the neighborhood and visual qualities of the City right-of-way and the City as a whole.

(B) Conflicts with Other Titles. This Title supersedes all Titles or parts of Titles adopted prior hereto that are in conflict herewith, to the extent of such conflict.

8-6-2 – Definitions

(A) “Abandonment” means small cell equipment which appears to be non-operational and for which notice has been given on behalf of the City to the owner pursuant to Section 8-6-7.

(B) “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(C) “Applicable building and safety codes” means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with the terms of this Chapter.

(D) “Applicant” means any person engaged in the business of providing wireless services or the wireless telecommunications infrastructure required for wireless services and who submits an application.

(E) “Application” means a request submitted by an applicant for a small wireless facility permit for the siting of small wireless facilities in the right-of-way (including the installation of new or

replacement utility poles associated therewith) or the installation, replacement, or modification of a utility pole or wireless support structure in the right-of-way that is not otherwise associated with the siting of a small wireless facility.

- (F) "City utility pole" means a utility pole owned or operated by the City.
- (G) "Day" means calendar day.
- (H) "Fee" means a one-time charge.
- (I) "Micro wireless facility" means a small wireless facility with dimensions no larger than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that has an exterior antenna, if any, that is no more than eleven inches in length.
- (J) "Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
- (K) "Rate" means a recurring charge.
- (L) "Right-of-way" means the area on, below, or above a roadway, highway, street, sidewalk, alley, utility easement, or similar property, but not including a federal interstate highway, in the City and owned by the City.
- (M) "Siting" means the mounting, installation, maintenance, modification, operation, or replacement of a small wireless facility on or adjacent to any of the following:
 - (1) An existing tower, utility pole, wireless support structure, or other existing structure.
 - (2) A new utility pole of a similar height and appearance as an existing utility pole and which is located within a five-hundred-foot radius of the existing utility pole.
 - (3) A replacement utility pole of a similar height and appearance as an existing utility pole and which is located within a five-hundred-foot radius of the existing utility pole.
- (N) "Small wireless facility" means a wireless facility that meets both of the following requirements:
 - (1) Each antenna is no more than six cubic feet in volume.
 - (2) (a) All other equipment associated with the small wireless facility is cumulatively no more than twenty-eight cubic feet in volume.
 - (b) For purposes of this subparagraph, volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of such enclosure. An associated electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switch, cutoff switch, cable, conduit, and any equipment that is concealed from public view within or behind an existing structure or concealment may be located

outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume. A "Small Wireless Facility" includes a Micro Wireless Facility, as defined in Section 2(H), but does not include any structure that supports or houses equipment described in this subsection.

- (O) "Utility pole" means a pole or similar structure that is owned or utilized in whole or in part by a public utility, municipality, wireless service provider, or electric utility that is designed specifically for and used to carry lines, cable, transmission equipment, or wires for telephone, wireless service, cable television, or electricity service, or for lighting, the vertical portion of support structures for traffic control signals or devices, signage, information kiosks, or other similar functions
- (P) "Wireless facility" means equipment at a fixed location that enables the transmission of wireless communications or information of any kind between user equipment and a communications network, except that "*wireless facility*" does not include coaxial or fiber optic cable that is not immediately adjacent to, or directly associated with, a particular antenna.
- (Q) "Wireless service" means any fixed or mobile service using licensed or unlicensed wireless spectrum and provided using a wireless facility.
- (R) "Wireless service provider" means a provider of wireless service.
- (S) "Wireless support structure" means a structure that exists at the time an application is submitted and is capable of supporting the attachment or installation of transmission equipment in compliance with applicable codes, including but not limited to water towers, buildings, and other structures, whether within or outside the right-of-way. "*Wireless support structure*" does not include a tower or existing base station.

8-6-3 – Permitted Use; Application and Fees

- (A) Permitted Use: The siting of a small wireless facility or a new, modified, or replacement utility pole or wireless support structure for the siting of a small wireless facility shall be a permitted use not requiring discretionary zoning approvals subject to the restrictions in Section 5.
- (B) Permit Required. The siting of a small wireless facility in the right-of-way (including the installation of a new or replacement utility pole associated therewith), or the installation, replacement, or modification of a utility pole or wireless support structure in a right-of-way that is not otherwise associated with the siting of a small wireless facility, shall require a small wireless facility permit. Small wireless facility permits are permits generally required for work in the right-of-way, but specific to deployments that are permitted uses under Section 3.A. No other permits are required for the siting of a small wireless facility in the right-of-way (including the installation of a new or replacement utility pole associated therewith), or the installation, replacement, or modification of a utility pole or wireless support structure in a right-of-way that is not otherwise associated with the siting of a small wireless facility.

- (C) Permit Application. All applications for small wireless facility permits filed pursuant to this Chapter shall be on a form, paper or electronic, provided by the Development Services Director.
- (D) Application Requirements. The small wireless facility permit application shall be made by the applicant or it's duly authorized representative and shall contain the following:
- (1) The applicant's name, address, telephone number, and e-mail address.
 - (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the filing of the application;
 - (3) A general description of the proposed work and the purpose of the work proposed; and
 - (4) Site plan and engineering drawings, that include a drawing showing the appearance of the proposed micro wireless facility, small wireless facility, or wireless facility after attachment to a utility pole or wireless support structure.

A small wireless facility shall comply with all applicable building and safety codes, and design guidelines adopted by the City.

- (E) Routine Maintenance and Replacement. An application shall not be required for: (i) routine maintenance of a previously approved small wireless facility; and (ii) the replacement of a small wireless facility with a facility of substantially similar height, weight, and wind and structural loading.
- (F) Application Fees. Unless otherwise provided by law, all applications for small wireless facility permits pursuant to this Chapter shall be accompanied by a one-time fee representing a reasonable approximation of the City's costs reasonably incurred as a direct result of the application, but the total amount of fees for processing or issuing such permits, including any fees charged by third parties, shall not exceed \$500 for an application addressing no more than five small wireless facilities and/or utility poles attachments to existing public property; \$50 for each additional small wireless facility and/or utility pole attachment addressed in an application in excess of the initial five small wireless facilities and/or utility poles; and \$500 for each new pole containing small cell equipment. An applicant shall not be required to pay any additional fees or perform any services relating to the acceptance, processing, or issuance of a permit, nor provide any services unrelated to the siting of the small wireless facility or of a new, replacement, or modified utility pole on which a small wireless facility is sited.
- (G) Micro Wireless Facilities. No fee, application, or permit is required for the installation, placement, operation, maintenance, or replacement of a micro wireless facility that is suspended on operator-owned cables or lines that are strung between existing utility poles in compliance with national safety codes; provided, however, that a small wireless facility permit is required for the installation, placement, operation, maintenance, or replacement of a micro wireless facility if any of the following conditions apply:

- (1) The work is contained within a highway lane or requires the closure of a highway lane.
- (2) The work disturbs the pavement, shoulder, ditch, or operation of a highway.
- (3) The work involves placement of a micro wireless facility on limited access right-of-way.
- (4) The work requires any specific precautions to ensure the safety of the traveling public or the protection or operation of public infrastructure and such work was not authorized in, or will not be conducted in, the same time, place, or manner that is consistent with the approved terms of the existing permit for the facility or structure upon which the micro wireless facility is attached.

For the purposes of Section 3(G), “highway” has the same meaning as defined in Iowa Code § 325A.1.

8-6-4 – Action on Permit Applications

(A) Review of Small Wireless Facility Applications.

- (1) The City shall review the application for a small wireless facility permit in light of its conformity with applicable regulations of this Chapter and all applicable building and safety codes, and shall issue a small wireless facility permit on uniform terms and conditions subject to the following requirements:
 - (a) Within 30 days of receiving an application, the City must determine and notify the applicant whether the application is complete; or, if an application is incomplete, the City must specifically identify the missing information.
 - (b) Determine whether the application meets the requirements in Section 4(A)(1) and issue an approval or denial within ninety (90) days. The ninety (90) day review period will commence upon application submission except that, in the event City provides notice within 30 days of submission that an application is materially incomplete, the ninety (90) day review period is tolled and will begin running again when the applicant cures the specified deficiencies.
 - (c) Advise the applicant in writing of its final decision, and in the final decision document the basis for a denial, including specific code provisions on which the denial was based, and send the documentation to the applicant on or before the day the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 30 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.
- (2) If the City fails to act on an application within the applicable review period, the application is then deemed approved.

- (3) An applicant may address up to twenty-five small wireless facilities in a single application, provided, however, that a single application may only address small wireless facilities within a single two-mile radius consisting of substantially similar equipment to be placed on substantially similar types of wireless support structures or utility poles. In rendering a decision on an application addressing more than one small wireless facility, the City may approve the application as to certain individual small wireless facilities while denying it as to others. The City's denial of an individual small wireless facility or subset of small wireless facilities within an application is not a basis to deny the application as a whole. If the City receives applications for the approval of more than seventy-five small wireless facilities within a single seven-day period, whether from a single applicant or from multiple applicants, the City may notify an applicant submitting any additional siting applications during that seven-day period that the City is invoking its right to an automatic thirty-day extension for any additional siting application submitted during that seven-day period.
- (4) An application shall only be denied if any of the following apply:
- (i) The application fails to include reasonable information required by the City and in accordance with this subsection.
 - (ii) The application does not comply with the Iowa electrical safety code, the national electrical safety code, applicable fire safety codes, or any building code or similar code of general applicability for the protection of the public health, safety, or welfare that was adopted by the City prior to the filing of the application.
 - (iii) The application would result in the City being noncompliant with the federal Americans With Disabilities Act.
 - (iv) (A) A licensed engineer selected by the applicant or the City certifies that siting the small wireless facility as proposed would compromise the structural safety of, or preclude the essential purpose of, the utility pole or wireless support structure in the right-of-way on which it is proposed to be sited and any of the following conditions apply:
 - (I) The applicant fails to redesign the small wireless facility in a manner determined necessary by the engineer to make the existing utility pole or wireless support structure structurally sound for the siting of the small wireless facility.
 - (II) The applicant fails to modify the utility pole or wireless support structure to make the structure structurally sound for the siting of the small wireless facility.
 - (III) The applicant fails to replace the utility pole or wireless support structure with a utility pole or wireless support structure that is structurally sound for the siting of the small wireless facility.
 - (IV) The applicant fails to propose an alternative location for the siting of the small wireless facility.
- (B) If an applicant chooses to modify or replace a utility pole or wireless support structure to make the structure structurally sound for the siting of a small wireless facility, the applicant shall pay or advance to the City the costs of modifying or replacing the utility

pole or wireless support structure with a utility pole or wireless support structure that would safely support the small wireless facility and preserve the essential purpose of the utility pole or wireless support structure.

(v) The application seeks approval of a new small wireless facility, utility pole, or wireless support structure that would impair, interfere with, or preclude the safe and effective use of facilities already located in the right-of-way for pedestrian, vehicle, utility, or other City right-of-way purposes.

(vi) The application seeks approval for the siting of a small wireless facility outside the right-of-way that would impair, interfere with, or preclude the safe and effective use of the City structure or property for a public purpose.

(vii) The application seeks approval for the siting of a small wireless facility outside the right-of-way that would impair, interfere with, or preclude the safe and effective use of an City structure or property for a public purpose.

(viii) The application seeks approval for the siting of a small wireless facility on a utility pole that is the vertical portion of a support structure for a traffic control signal or device, and the City determines that the utility pole lacks sufficient space or load capacity for the proposed siting or the small wireless facility cannot be sited on the utility pole without impairing the public health, safety, or welfare.

(B) Review of Eligible Facilities Requests. Notwithstanding any other provision of this Chapter, the City shall approve and may not deny applications for eligible facilities requests within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).

8-6-5 – Small Wireless Facilities in the ROW; Maximum Height; Other Requirements

(A) Maximum Size of Permitted Use. Small wireless facilities, and new, replacement, or modified utility poles or wireless support structures for the siting of small wireless facilities, may be placed in the right-of-way as a permitted use subject to the following requirements:

(1) Each new, replacement, or modified utility pole or wireless support structure installed in the right-of-way shall not exceed the greater of:

- (a) Ten (10) feet above the tallest existing utility pole in the right-of-way in place as of the effective date of this Chapter located within 500 feet of the new pole; or,
- (b) Fifty (50) feet above ground level.

(2) New small wireless facilities in the right-of-way shall not exceed the greater of:

- (a) More than ten (10) feet above an existing utility pole or wireless support structure in the right-of-way in place as of the effective date of this Chapter; or
- (b) Above the height for a new utility pole or wireless support structure under Section 5(A)(1).

- (B) Design Requirements. The City may require a small wireless facility to reasonably match the aesthetics of an existing utility pole or support structure that incorporates decorative elements. Any specific requirements imposed by the City relating to the design or placement of small wireless facilities will be reasonable, non-discriminatory, objective, and published in advance.
- (C) Zoning. An applicant that seeks to construct or modify a utility pole, wireless support structure or wireless facility that exceeds the height or size limits contained in this Section, shall be subject to applicable zoning requirements. In all other instances, no discretionary zoning approvals shall be required for projects which comply with the terms of this Chapter and a small wireless facility permit shall be issued.

8-6-6 – Effect of Permit

- (A) Authority Granted; No Property Right or Other Interest Created. A small wireless facility permit from the City authorizes an applicant to undertake only certain activities in accordance with this Chapter, and does not create a property right or grant City to the applicant to impinge upon the right of others who may already have an interest in the right-of-way.
- (B) Duration. Construction pursuant to a small wireless facility permit issued under this Chapter shall commence no later than two years following the date that the permit is issued, or two years after any appeals are exhausted. Small wireless facility permits shall not be limited in duration.

8-6-7 – Removal, Relocation, and Abandonment

- (A) Notice. Within ninety (90) days following written notice from the City, a small wireless facility owner shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless facilities within the right-of-way whenever the City has determined that such removal, relocation, change or alteration, is necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the right-of-way.
- (B) Emergency Removal or Relocation of Facilities. In the event of an emergency, the City shall contact the owner of the small wireless facility at issue and provide the owner with a reasonable opportunity, given the nature of the emergency, to alleviate such emergency or participate with the City to make any repairs necessary to alleviate such emergency. If the owner of the small wireless facility does not respond in a timely manner, as determined by the City given the nature of the emergency, the City may remove or make alterations to the small wireless facility as necessary to ensure public safety. For purposes of this subsection, “*emergency*” means exigent and extraordinary circumstances under which the physical or electrical failure of a utility pole, wireless support structure, or small wireless facility threatens imminent physical harm to persons or there is a substantial likelihood of imminent and significant harm to property.
- (C) Abandonment of Facilities. Upon abandonment of a small wireless facility within the right-of-way of the City, the owner of the small wireless facility shall notify the City within ninety

(90) days. Following receipt of such notice the City may direct the owner of the small wireless facility to remove all or any portion of the small wireless facility if the City, or any of its departments, determines that such removal will be in the best interest of the public health, safety and welfare.

8-6.8 – Rates

- (A) Attachment Rate. The rate to place a small wireless facility on a City utility pole in the right-of-way shall be established by resolution by the Grimes City Council. Such compensation together with the application fee specified in this Chapter shall be the sole compensation that the wireless service provider shall be required to pay the City for its reasonable costs, including right of way maintenance.
- (B) Cease Payment. A wireless service provider is authorized to remove its facilities at any time from a City utility pole in the right-of-way and cease paying the annual rate to the City.
- (C) Make-Ready. For City utility poles in the right-of-way, the City shall provide a good faith description of any make-ready work necessary to enable the pole to support the requested small wireless facility, including pole replacement, if necessary, within 60 days after receipt of a completed application. Any make-ready work, including pole replacements, shall be performed by the wireless service provider or its qualified contractor.

SECTION 3. Amendment. As part of making the City of Grimes Code of Ordinances available online, editors may make certain formatting and typographical changes, such as renumbering or re-designating sections; adding or modifying subsection headings; modifying bracketed or referenced citations for uniformity; or changing cross-references, dates of enactment, or classification information, which are purely technical and do not change the meaning of the Code.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 5. 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 6. Effective date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the Grimes City Council on the ____ of _____, 2026.

Attest:

Mayor David Gisch

City Clerk Rachel Greving



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Third Reading of Ordinance 809 Brookside Village North Rezone

BACKGROUND: The applicant, Brookside North, LLC, is requesting approval of a rezone for approximately 14.02 acres generally located at the southeast corner of Highway 141 and NE 18th Street from C-2 (General and Highway Service Commercial District) to R-4 (PUD). The PUD proposes two land use categories: medium-density residential and high-density residential. The medium-density area is proposed on the east side of the property abutting the existing townhome development to the east. The high-density residential area is proposed along Highway 141.

The future land use plan does not anticipate a public park on the property. However, because the rezone is for residential uses, parkland dedication is required. The developer is proposing to provide fee in lieu of land dedication to be used for future improvements to North Pointe Park. The Parks and Recreation Advisory Board recommended approval of the parkland proposal. The applicant recently completed the Brookside Village project to the southeast, which also provided fee in lieu for North Pointe Park. With the two projects, the City will have close to \$250,000 for improvements.

Extension of NE Destination Drive to NE 18th Street is planned through the property. With the DOT's planned closure of NE 18th Street at Highway 141, NE 18th Street will curve into NE Destination Drive. As part of the closure, a portion of right-of-way along NE 18th Street will be vacated. In addition, due to the rerouting of NE Destination Drive, the current public street stub for NE Pointe Drive will be vacated and become a private access for the Brookside Village North and Village Pointe Townhomes.

A 10' trail will be required along the east side of NE Destination Drive, which will connect the development to North Pointe Park.

Landscape buffering for the development is dependent on the building orientation and design. Buffers are required to hide rear and side building elevations unless the facades are designed with front doors, porches and other design features.

At the January 13, 2026 Council meeting, the public hearing was held, however the first reading was tabled for consideration so the City and developer could finalize the terms of the development agreement. The changes are outlined below:

Medium-Density Residential

1. Clarified that the masonry is required across 25% of the total of all exterior walls,

- excluding glazing (the intent is the same as presented at the previous meeting).
2. Clarified that when landscape berm and buffer is provided, the side and rear elevations can be simplified to allow the design elements to be concentrated on the front facade. The side and rear elevations will still include portions of the overall required masonry.

High-Density Residential

1. Clarified that the primary material is required across 75% of the total of all exterior walls, excluding glazing (the intent is the same as presented at the previous meeting).
2. Clarified that no more than 50% of the total of all exterior walls, excluding glazing, shall be permitted to consist of Nichiha or comparable material (the intent is the same as presented at the previous meeting).
3. Added language to permit alternative balcony designs with exposed wood if the design is cohesive with the rest of the building and high-quality, durable wood materials are utilized to reduce maintenance concerns and ensure long-term aesthetics. The previous agreement did not allow exposed wood on the balconies.

There have been no changes since the first and second reading.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:

Prioritized: No

BOARD/COMMISSION ACTIONS:

Planning & Zoning Commission recommendation of approval - 01/06/2026
Parks & Recreation Advisory Board recommendation of approval - 08/27/2025
City Council Public Hearing - 01/13/2026
City Council First Reading approval - 02/10/2026
City Council Second Reading approval - 02/24/2026

STAFF RECOMMENDATION: Staff recommend approval of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Evann Coffey, Senior Planner, 515-986-4050, ecoffey@grimesiowa.gov

Prepared by: Evann Coffey, Senior Planner

Return to: Evann Coffey, Senior Planner

ORDINANCE #809

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 BROOKSIDE VILLAGE NORTH 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 14.02 acres legally described on Exhibit A (the "Property") from C-2 (General and Highway Service Commercial 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 Brookside North, 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 _____, 2026.

ATTEST:

David Gisch, Mayor

Rachel Greving, City Clerk

Exhibit A - Legal Description of Property

ALL OF PARCELS '2025-37' AND '2025-39' AND A PART OF PARCEL '2025-38' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 20139, PAGE 228 AND A PART OF LOT 'A' AND LOT 'B', THE VILLAGE AT NORTH POINTE, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE SOUTH 89°59'03" EAST ALONG THE NORTH LINE OF SAID PARCEL '2025-39', THE NORTH LINE OF SAID PARCEL '2025-38' AND THE NORTH LINE OF SAID LOT 'A', A DISTANCE OF 600.44 FEET; THENCE SOUTH 00°12'09" WEST, 60.04 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 137.39 FEET AND WHOSE CHORD BEARS SOUTH 13°05'51" WEST, 136.19 FEET TO THE EASTERLY LINE OF SAID PARCEL '2025-37'; THENCE SOUTH 63°41'06" EAST ALONG SAID EASTERLY LINE, 35.00 FEET;; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 335.00 FEET, WHOSE ARC LENGTH IS 86.55 FEET AND WHOSE CHORD BEARS SOUTH 33°37'43" WEST, 86.31 FEET; THENCE SOUTH 00°13'26" WEST ALONG SAID EASTERLY LINE, 680.69 FEET; THENCE SOUTH 71°34'03" WEST ALONG SAID EASTERLY LINE, 7.26 FEET; THENCE SOUTH 00°17'10" WEST ALONG SAID EASTERLY LINE, 300.10 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-37'; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL '2025-37' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 74.00 FEET, WHOSE ARC LENGTH IS 72.93 FEET AND WHOSE CHORD BEARS NORTH 53°31'29" WEST, 70.02 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 67.60 FEET AND WHOSE CHORD BEARS NORTH 18°17'21" WEST, 67.44 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 385.00 FEET, WHOSE ARC LENGTH IS 119.98 FEET AND WHOSE CHORD BEARS NORTH 20°28'04" WEST, 119.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-38'; THENCE SOUTH 60°32'17" WEST ALONG THE SOUTH LINE OF SAID PARCEL '2025-38', A DISTANCE OF 35.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 114.14 FEET AND WHOSE CHORD BEARS NORTH 38°46'14" WEST, 113.64 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 165.09 FEET AND WHOSE CHORD BEARS NORTH 34°36'03" WEST, 163.56 FEET; THENCE SOUTH 88°19'14" WEST AND ALONG THE SOUTH LINE OF SAID PARCEL '2025-39', A DISTANCE OF 307.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE NORTH 01°42'44" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2025-39', A DISTANCE OF 371.79 FEET; THENCE NORTH 02°31'53" EAST ALONG SAID WESTERLY LINE, 413.41 FEET; THENCE NORTH 48°28'25" EAST ALONG SAID WESTERLY LINE, 96.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.02 ACRES (610,772 SQUARE FEET).



DATE

January 6, 2026

PROJECT NAME

Brookside Village North Rezone

APPLICANT

Brookside North, LLC

REQUESTED ACTION

Approval to rezone 14.02 acres to allow for the development of multi-family and townhome dwellings

LOCATION

Generally located at the south-east corner of Highway 141 and NE 18th Street

ZONING

Current – C-2

Proposed – R-4

PLANNER

Evann Coffey

ecoffey@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	Mixed-Use/Medium-Density Residential	C-2
North	Vacant	Urban Fringe Overlay (Polk County)	Low-Density Residential (Polk County)
South	Vacant	Commercial/High-Density Residential	C-2/R-4
East	Medium-Density Residential	Medium-Density Residential	R-3/C-2
West	Highway 141	N/A Highway 141	N/A Highway 141

PARKS

The Parks and Trails Master Plan does not anticipate a park or trail improvements through the property.

The future land use plan does not anticipate a park on the property. However, parkland dedication is required. Therefore, the developer has opted to provide fee in lieu of land dedication to be used for future improvements to North Pointe Park.

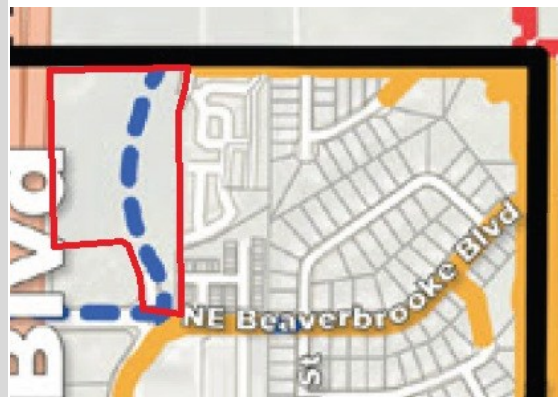
The trails plan in the comprehensive plan identifies a trail through the property along NE Destination Drive to connect to the existing trail along NE 18th Street and Destination Drive to the south.

The Parks and Recreation Advisory Board recommended approval.



Future Land Use Map

The proposed rezone is partially inconsistent with the mixed-use future land use designation as no commercial uses are proposed within the rezone area. However, the proposed high-density residential zoning is compatible with the neighboring commercial zoning and the proposed medium-density residential. This rezone application was submitted prior to the adoption of the new future land use plan and is consistent with the previous Mixed-Use 1 designation when the rezone was submitted for consideration. Staff are supportive of the proposed rezone and its compatibility with the current and future development in the area.



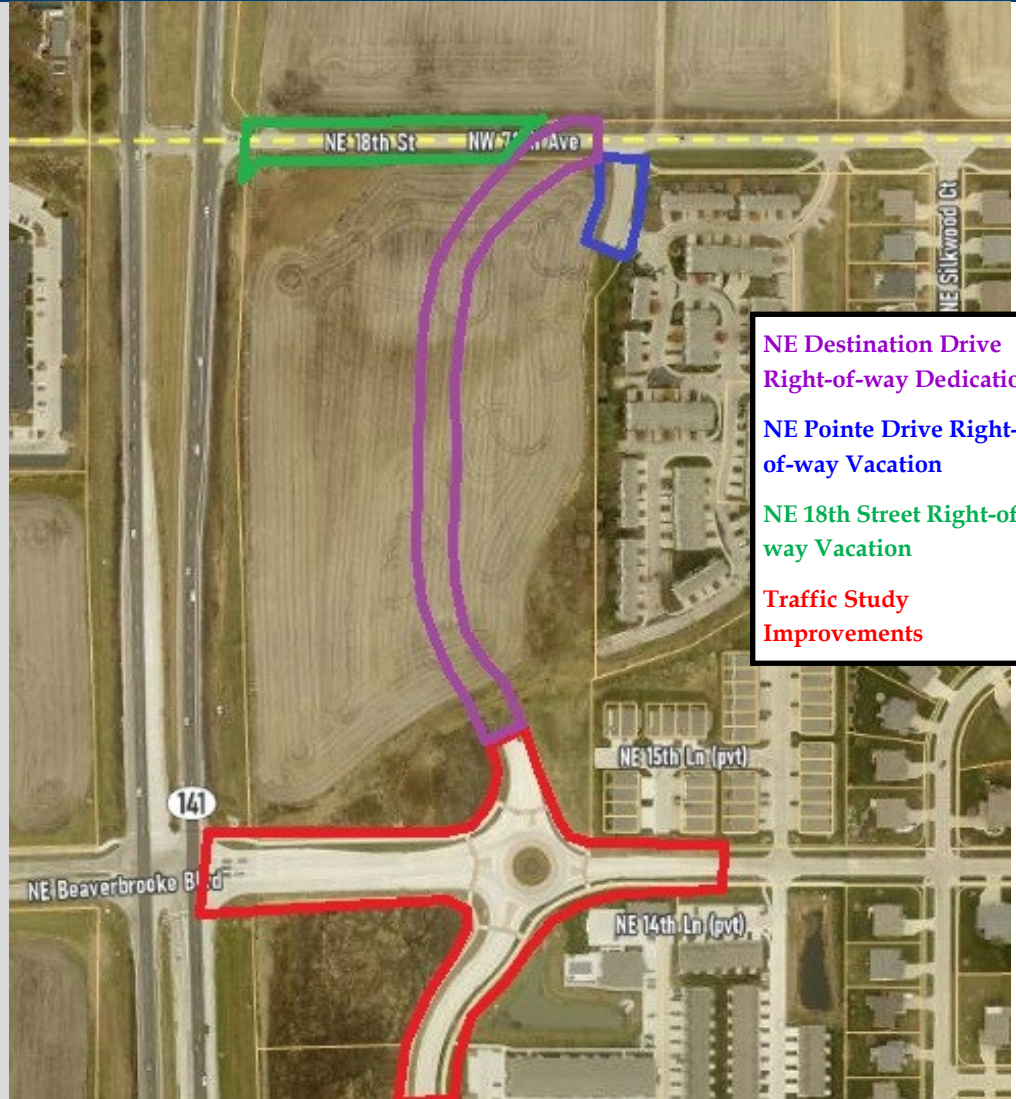
Trail Map

Relation to Studies & Legal

RELATION TO STUDIES

A traffic study was completed for the intersections of NE Beaverbrooke Blvd and Highway 141, and NE Beaverbrooke Blvd and NE Destination Drive. The roundabout and Highway 141 intersection improvements were constructed in compliance with the traffic study and will accommodate the proposed multi-family and townhome development.

Access spacing and locations along NE Destination Drive will follow the Grimes Street Design Guide. A shared access will be provided for the multi-family site and future commercial development to the south due to access limitations along NE Beaverbrooke Blvd and to meet spacing requirements from the roundabout.



NE Destination Drive
Right-of-way Dedication
NE Pointe Drive
Right-of-way Vacation
NE 18th Street
Right-of-way Vacation
Traffic Study
Improvements

Legal

The site will be subject to the Brookside Village North Zoning Change and Development Agreement that will establish the zoning standards and public improvement responsibilities for the development.

Right-of-way for NE Destination Drive will be required through the development.

NE 18th Street will be routed south and will be closed by the DOT at Highway 141. As such, a portion of the NE 18th Street right-of-way will likely be vacated and dedicated to the Brookside Village North development.

There is a stub of public right-of-way called NE Pointe Drive the northeast corner of the rezone property. Because of the NE 18th Street and NE Destination Drive alignment, the right-of-way is no longer required for the City. As the project progresses, the City will likely vacate the right-of-way and dedicate the property to Brookside North, LLC and/or the neighboring townhome development.

Rezone Concept & Development Standards

STREET ACCESS

Access to the development will be provided from NE Destination Drive.

PEDESTRIAN ACCESS

A 5' public sidewalk will be provided on the west side of NE Destination Drive and a 10' trail will be provided on the east side of connecting to the existing trail on NE 18th Street leading to North Pointe Park.

DEVELOPMENT STANDARDS

Medium-Density Residential Area

Permitted Use – attached and detached townhomes

Maximum Density – 8 dwelling units/acre

Minimum Lot Size – None. Postage stamp lots permitted.

Setbacks –

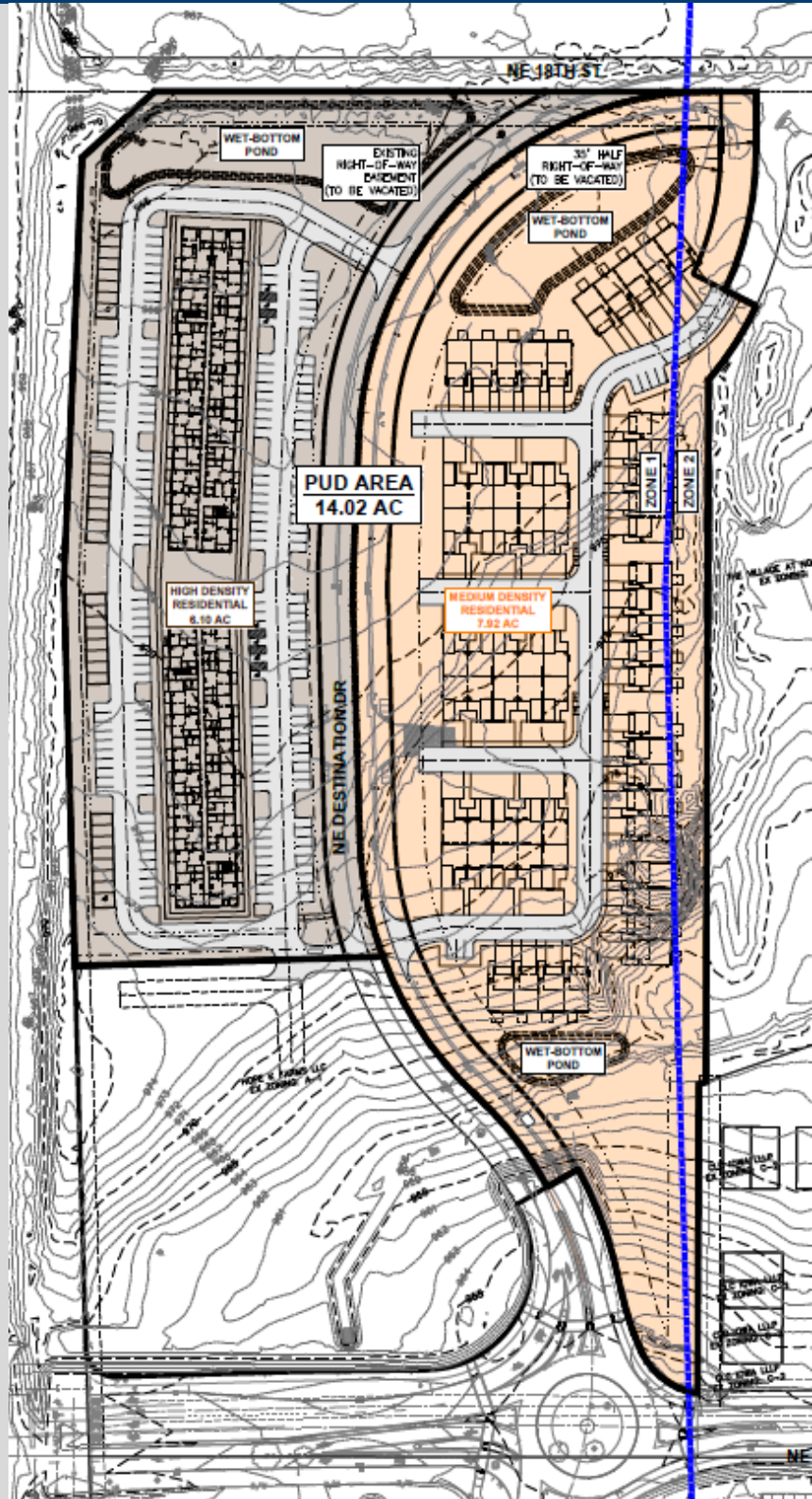
- All External Property Lines – 30', except when units have front doors fronting streets, in which case 25'
- Postage Stamps Lots – 0'
- Buildings Faces with Driveways – 20' from Private Street or Private Sidewalk
- Building Faces with No Driveways along the Private Street – 10' from Private Street or Private Sidewalk
- Building Separation – 16' Between Building Groups
- Building Separation – 10' Between Detached Units

Minimum Dwelling Size – 900sf

Maximum Height – 2 stories, 35'

Minimum Garage Size – 2-car

Building Materials – 30-50% masonry, staff and developer are working to finalize the requirements



Rezone Concept & Development Standards cont'd

DEVELOPMENT STANDARDS

Medium-Density Residential Area Continued

Minimum Open Space – 40%

Landscaping –

- 1 tree/1000 sf required open space
- 1 tree/50' of public street frontage
- Foundation plantings along public street facades
- 30' buffer along public streets when sides and rear of units face public streets, berm may be required, staff and developer are working out details

High-Density Residential Area

Permitted Use – multi-family dwellings

Maximum Density – 20 dwelling units/acre

Minimum Lot Size – None. Postage stamp lots permitted.

Setbacks –

Front & Rear – 30'

Side – 20'

Building Separation – 20'

Minimum Dwelling Size – 450sf

Maximum Height – 4 stories, 50'

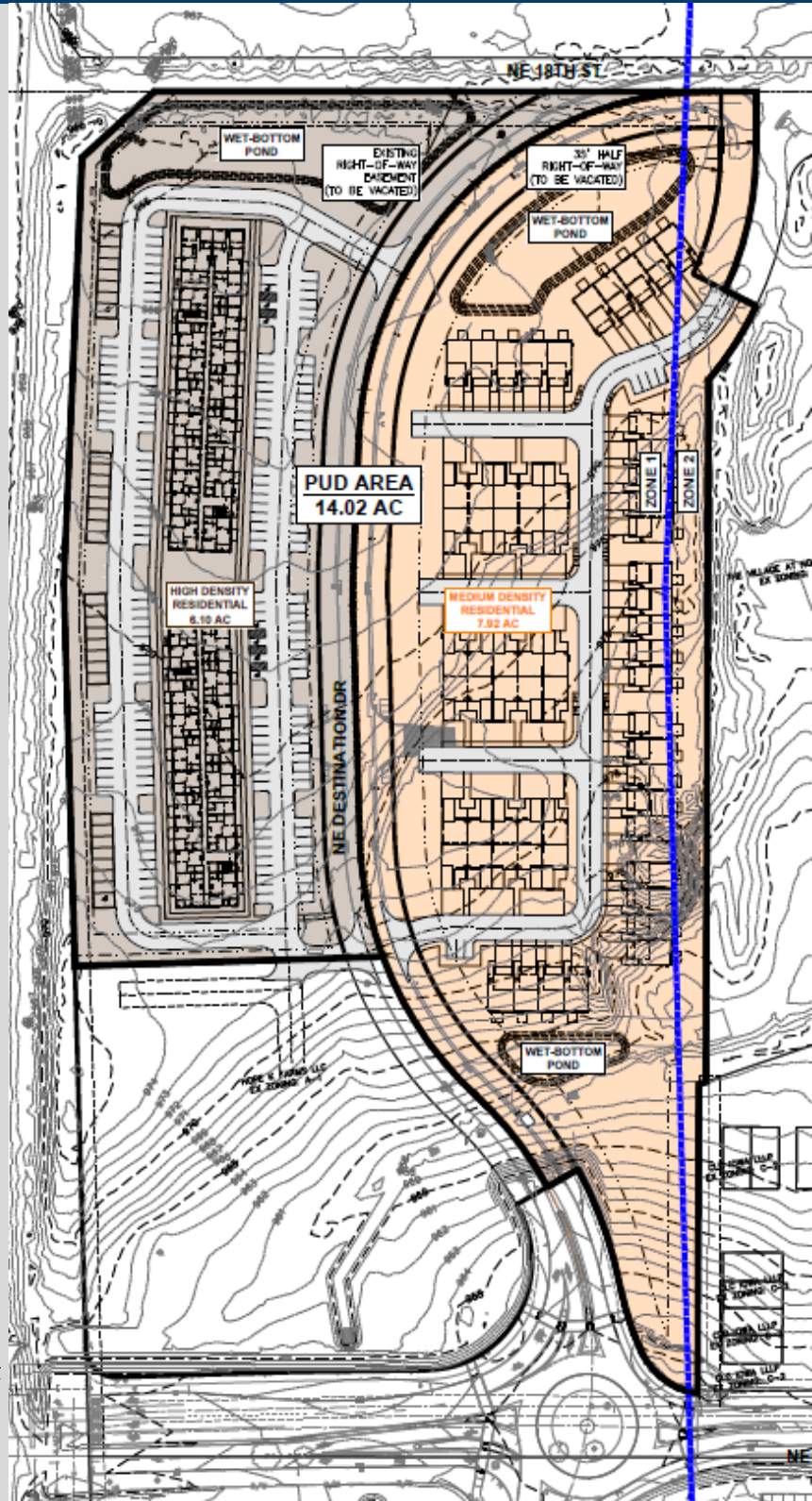
Garages – provided for 25% of units

Building Materials – 75% masonry, all other Highway 141 Zone 1 requirements apply, a requirement to limit Nichiha type material percentage may be added, staff and developer to work out details

Accessory Structures – match principal building design

Minimum Open Space – 40%

Landscaping – 2 trees/1000 sf required open space, follow Highway 141 requirements



All Highway 141 Mixed Use Development Corridor District requirements will apply unless otherwise stated in the development agreement.

Utilities & Conceptual Building Elevations

SANITARY

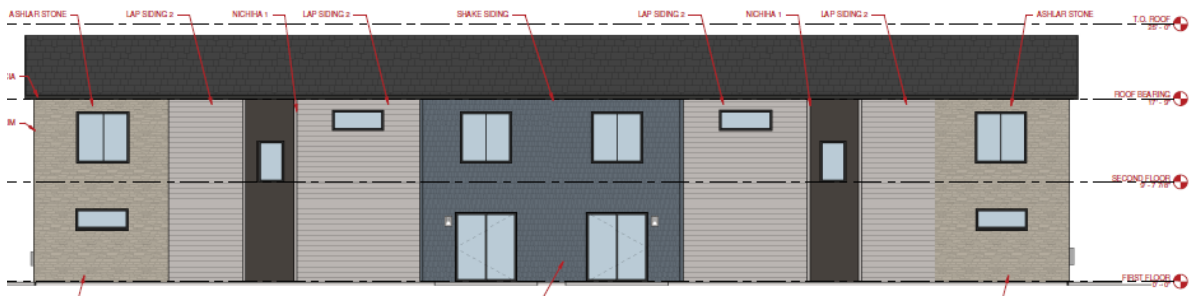
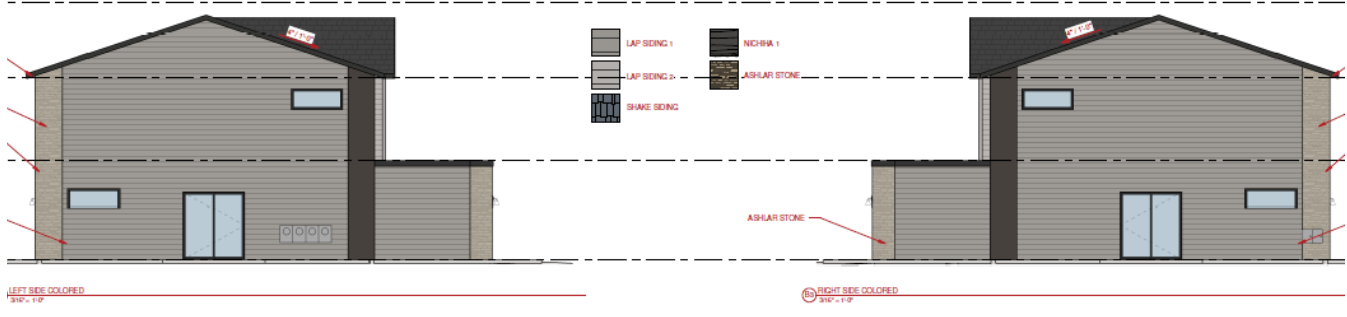
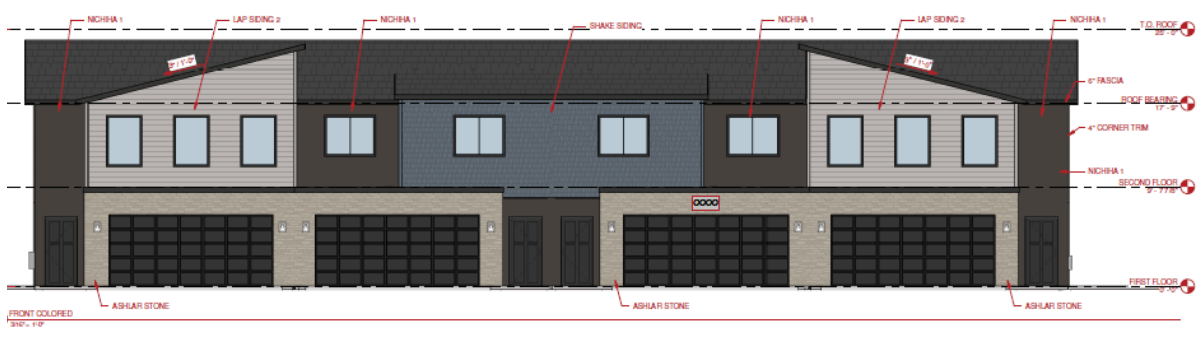
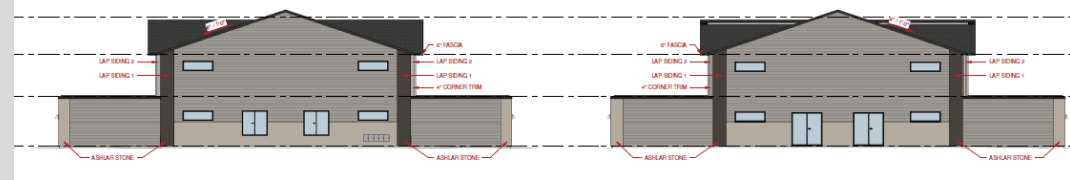
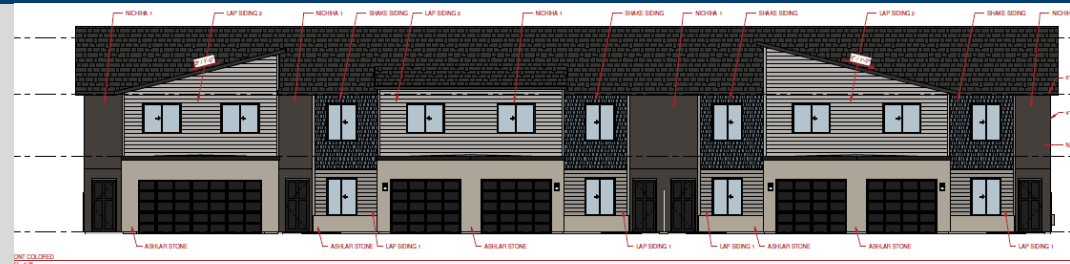
Sanitary will be extended from NE Destination Drive to serve each lot.

WATER

Water will be provided along NE Destination Drive.

STORM WATER

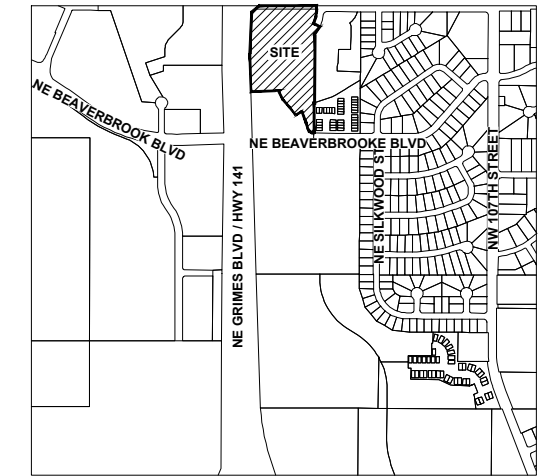
Private detention will be provided for each lot.



FILE: H:\2025\2502077\0\0\REZONING\2502077-REZONING MAP.DWG
 DRAWN BY: JARED MURRAY
 CHECKED BY: JARED MURRAY
 DATE: 12/24/2025 12:52 PM



VICINITY MAP



OWNER / APPLICANT:

BROOKSIDE NORTH, LLC
 CONTACT: BRIAN ATWOOD
 6700 E ARROWHEAD PARKWAY
 SIOUX FALLS, SD 57100
 PH: (515) 630-6043
 EMAIL: BRIAN@SIGNATURECOMPANIESLLC.COM

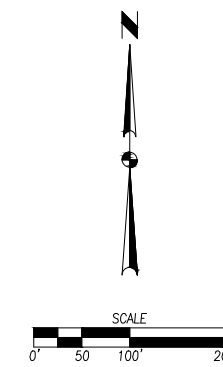
ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
 CONTACT: JARED MURRAY
 4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PH: (515) 369-4400
 EMAIL: JAREDM@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)

PROPOSED: R-4 (PUD W/ UNDERLYING R-3 LOCATED WITHIN THE HIGHWAY 141 MIXED USE CORRIDOR)



REVISIONS	DATE
THIRD SUBMITTAL	12/24/2025
SECOND SUBMITTAL	11/13/2025
FIRST SUBMITTAL	07/14/2025

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

TECH: CWO

ENGINEER: JMM



GRIMES, IOWA

BROOKSIDE VILLAGE NORTH
REZONING MAP

ADJACENT OWNERSHIP

	Area (ac.)	Area (%)	CONSENTING
1. CLC IOWA LLLP 7270 NW58TH ST JOHNSTON, IA 50131	0.38	2.45%	
2. NORTH POINTE TOWNHOMES OWNER ASSOCIATION 10604 NW75TH PL JOHNSTON, IA 50131	1.37	8.84%	
3. SAND PARTNERS OF HOLYOKE LLC 7270 NW58TH ST JOHNSTON, IA 50131	0.20	1.29%	
4. WATSON, TERMAR D 1500 NE MOCKINGBIRD LN GRIMES, IA 50111	0.01	0.06%	
5. VAN LENNEP, SARA NICOLE 1508 NE MOCKINGBIRD LN GRIMES, IA 50111	0.01	0.06%	
6. DEAN, STENVEN M JR 1512 NE MOCKINGBIRD LN GRIMES, IA 50111	0.01	0.06%	
7. JORDAN ZAVIRA 1516 NE MOCKING BIRD LN GRIMES, IA 50111	0.01	0.06%	
8. JIAN JIN 2020 IRREVOCABLE FAMILY TRUST 1520 NE MOCKING BIRD LN GRIMES, IA 50111	0.01	0.06%	
9. THE VILLAGE AT NORTH POINTE 2980 99TH ST URBANDALE, IA 50322	4.89	31.55%	31.55%
10. NORTH POINTE PROPERTIES CONDOMINIUMS 4720 MORTENSEN RD STE 105 AMES, IA 50014	0.11	0.71%	
11. HOFF, ENVER B JR 809 NOTTINGHAM PKWY LOUISVILLE, KY 40222	4.40	28.39%	
12. PUBLIC RIGHT-OF-WAY (NOT INCLUDED IN AREA PERCENTAGES)	7.98	-	
13. HOPE K FARMS LLC 4500 WESTDWN PKWY STE 227 WEST DES MOINES, IA 50266	2.98	18.90%	18.90%
14. SIGNATURE ERNST HOLDINGS LLC 4800 E 57TH ST SIOLUX FALLS, SD 57108	0.04	0.26%	0.26%
15. BROOKSIDE VILLAGE COMMONS LLC 150 E 4TH PL STE 600 SIOLUX FALLS, SD 57104	1.13	7.29%	7.29%
TOTAL:	15.50	100.00%	58.00%

PUD DESCRIPTION

ALL OF PARCELS '2025-37' AND '2025-39' AND A PART OF PARCEL '2025-38' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 20139, PAGE 228 AND A PART OF LOT 'A' AND LOT 'B', THE VILLAGE AT NORTH POINTE, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE SOUTH 89°59'03" EAST ALONG THE NORTH LINE OF SAID PARCEL '2025-39', THE NORTH LINE OF SAID PARCEL '2025-38' AND THE NORTH LINE OF SAID LOT 'A', A DISTANCE OF 600.44 FEET; THENCE SOUTH 00°12'09" WEST, 60.04 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 137.39 FEET AND WHOSE CHORD BEARS SOUTH 13°05'51" WEST, 136.19 FEET TO THE EASTERLY LINE OF SAID PARCEL '2025-37'; THENCE SOUTH 63°41'08" EAST ALONG SAID EASTERLY LINE, 35.00 FEET; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 335.00 FEET, WHOSE ARC LENGTH IS 86.55 FEET AND WHOSE CHORD BEARS SOUTH 33°37'43" WEST, 86.31 FEET; THENCE SOUTH 00°13'26" WEST ALONG SAID EASTERLY LINE, 680.69 FEET; THENCE SOUTH 71°34'03" WEST ALONG SAID EASTERLY LINE, 7.26 FEET; THENCE SOUTH 00°17'10" WEST ALONG SAID EASTERLY LINE, 300.10 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-37'; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL '2025-37' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 74.00 FEET, WHOSE ARC LENGTH IS 72.93 FEET AND WHOSE CHORD BEARS NORTH 53°31'29" WEST, 70.02 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 67.60 FEET AND WHOSE CHORD BEARS NORTH 18°17'21" WEST, 67.44 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 385.00 FEET, WHOSE ARC LENGTH IS 119.98 FEET AND WHOSE CHORD BEARS NORTH 20°28'04" WEST, 119.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-38'; THENCE SOUTH 60°32'17" WEST ALONG THE SOUTH LINE OF SAID PARCEL '2025-38', A DISTANCE OF 35.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 114.14 FEET AND WHOSE CHORD BEARS NORTH 38°46'14" WEST, 113.64 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 165.09 FEET AND WHOSE CHORD BEARS NORTH 34°36'03" WEST, 163.56 FEET; THENCE SOUTH 88°19'14" WEST AND ALONG THE SOUTH LINE OF SAID PARCEL '2025-39', A DISTANCE OF 307.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE NORTH 01°42'44" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2025-39', A DISTANCE OF 371.79 FEET; THENCE NORTH 02°31'53" EAST ALONG SAID WESTERLY LINE, 413.41 FEET; THENCE NORTH 48°28'25" EAST ALONG SAID WESTERLY LINE, 96.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.02 ACRES (610,772 SQUARE FEET).

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 DATE: 12/24/2025 12:52 PM

DATE	12/24/2025
11/13/2025	
07/14/2025	
REVISIONS	
THIRD SUBMITTAL	
SECOND SUBMITTAL	
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

TECH: CWO

ENGINEER: JMM

ESA
 CIVIL DESIGN ADVANTAGE

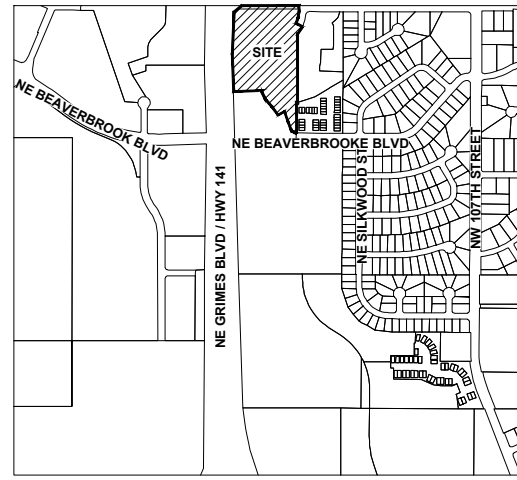
BROOKSIDE VILLAGE NORTH
 REZONING MAP

GRIMES, IOWA

2 / 2

2502.077

VICINITY MAP



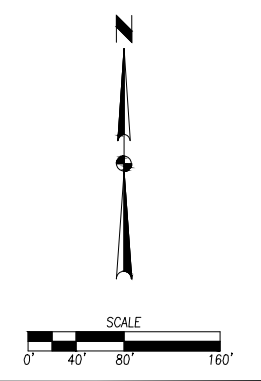
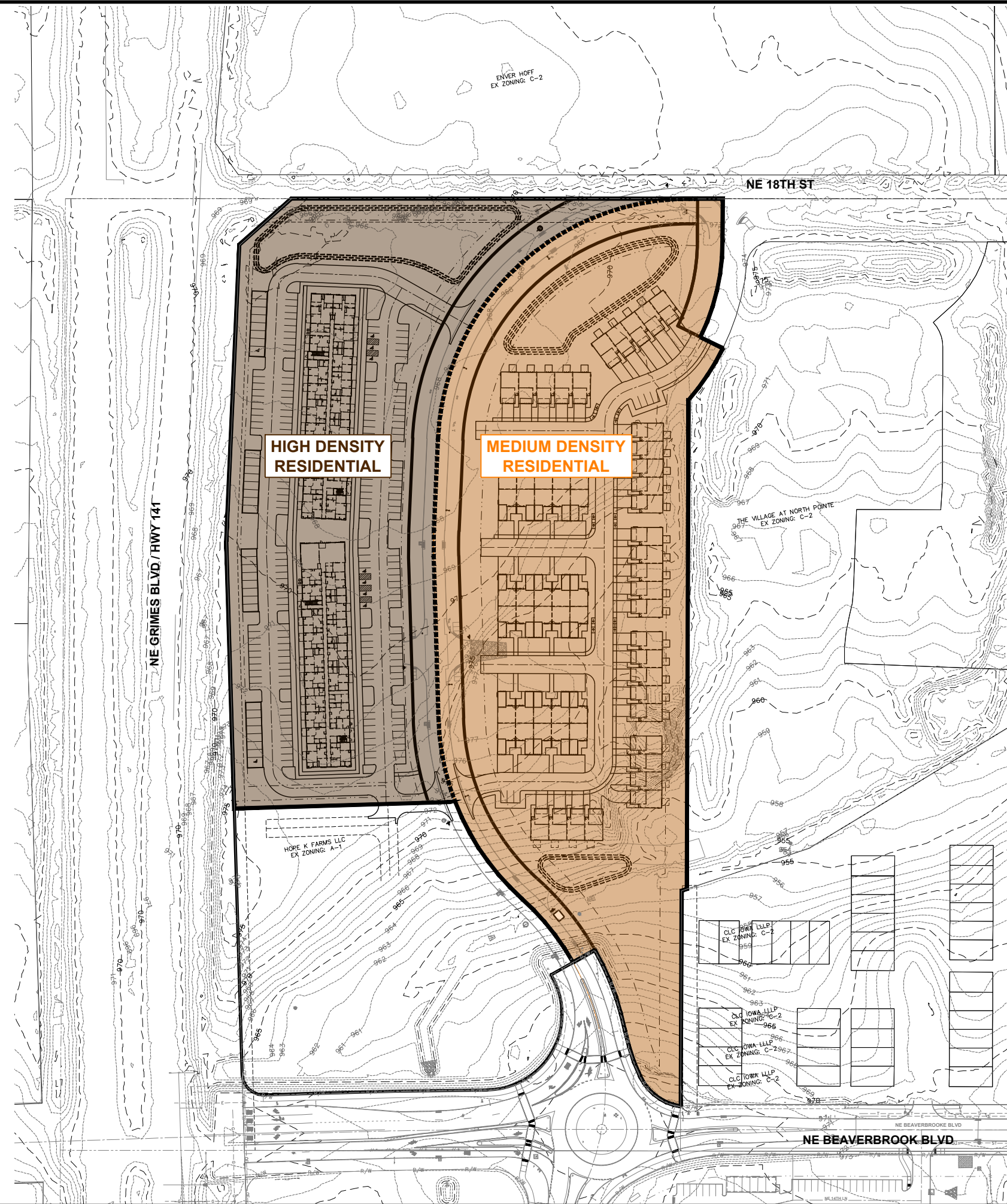
GRIMES, IOWA

OWNER / APPLICANT:

BROOKSIDE NORTH, LLC
 CONTACT: BRIAN ATWOOD
 6700 E ARROWHEAD PARKWAY
 SIOUX FALLS, SD 57100
 PH: (515) 630-6043
 EMAIL: BRIAN@SIGNATURECOMPANIESLLC.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
 CONTACT: JARED MURRAY
 4121 NW URBANDALE DRIVE
 URBANDALE, IOWA 50322
 PH. (515) 369-4400
 EMAIL: JAREDM@CDA-ENG.COM



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 PLOTTED BY: JARED MURRAY
 DATE: 12/24/2025 12:50 PM

REVISIONS	DATE
THIRD SUBMITTAL	12/24/2025
SECOND SUBMITTAL	11/13/2025
FIRST SUBMITTAL	07/14/2025

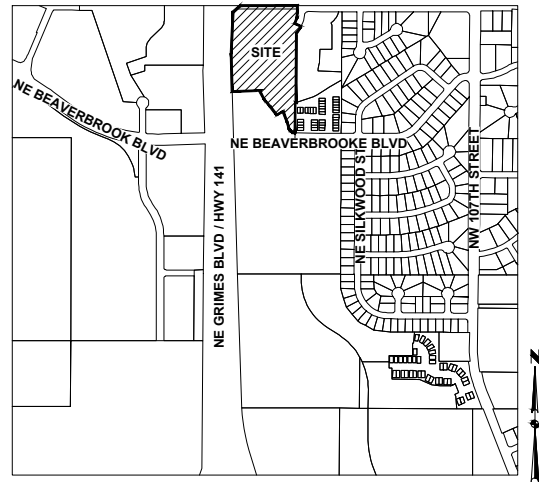
4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400
 TECH: CWO



CIVIL DESIGN ADVANTAGE
 GRIMES, IOWA

BROOKSIDE VILLAGE NORTH
LAND USE EXHIBIT

VICINITY MAP



GRIMES, IOWA

OWNER / APPLICANT:

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 URBANDALE, IOWA 50322
 PH: (515) 369-4400
 EMAIL: JAREDM@CDA-ENG.COM

ZONING:

EXISTING: A-1 (AGRICULTURE DISTRICT)
 PROPOSED: R-4 (PUD W/ UNDERLYING R-3; HIGH LOCATED WITHIN THE HIGHWAY 141 MIXED USE CORRIDOR)

PARKLAND DEDICATION:

REQUIRED
 63 TOWNHOME UNITS
 2 RESIDENTS/UNITS X 63 UNITS = 126 RESIDENTS
 118 APARTMENTS UNITS
 1.75 RESIDENTS/UNITS X 118 UNITS = 206.5 RESIDENTS
 332.5 RESIDENTS X 0.0065 ACRES/RESIDENT = 2.16 ACRES

BULK REGULATIONS:

PUD W/ UNDERLYING R-3 HIGH
 LOT AREA = 265,704 SF (6.10 ACRES)
 SETBACKS
 FRONT (NE DESTINATION DR) = 30 FT
 FRONT (HWY 141) = 20 FT
 PARKING = 10 FT
 BUILDING SEPARATION = 16 FT
 (2 FT PROJECTION OF NON-HABITABLE SPACE IS PERMITTED, AS LONG AS PROJECTION MEET FIRE/BUILDING CODES)
 MIN. DWELLING SIZE = 450 SF
 MAX. BUILDING HEIGHT = 50 FT (4 STORIES)
 MIN. OPEN SPACE REQUIRED = 30%
 DENSITY = 118 UNITS (19.34 UNITS/AC)
 PARKING REQUIRED
 1.5 SPACES / EFFICIENCY (STUDIO) UNIT (11 UNITS) = 17 SPACES
 1.75 SPACES / 1 AND 2 BEDROOM UNITS (97 UNITS) = 170 SPACES
 2.0 SPACES / 3+ BEDROOM UNITS (10 UNITS) = 20 SPACES
 TOTAL REQUIRED = 207 SPACES

GARAGES REQUIRED = 30 SPACES (25% OF UNITS)
 ACCESSIBLE SPACES REQUIRED (201-300 SPACES PROVIDED) = 7 SPACES

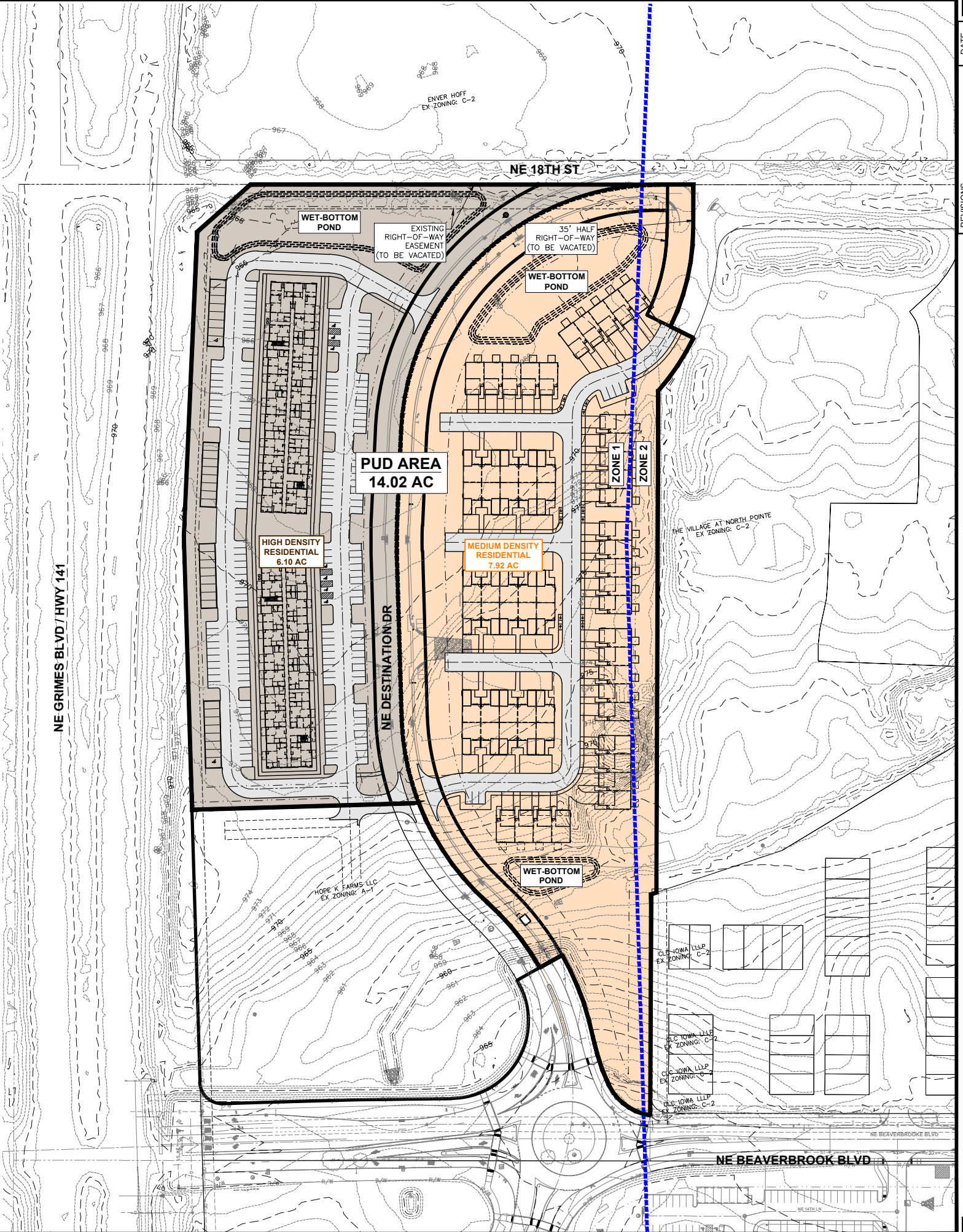
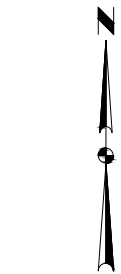
PARKING PROVIDED
 STANDARD SPACES = 172 SPACES
 ACCESSIBLE SPACES = 7 SPACES

STANDARD GARAGE SPACES = 30 SPACES
 ACCESSIBLE GARAGE SPACES = 2 SPACES
 TOTAL PROVIDED = 211 SPACES

PUD DESCRIPTION

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NE GRIMES BLVD / HWY 141



DATE	12/24/2025
THIRD SUBMITTAL	1/13/2025
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FIRST SUBMITTAL	07/14/2025

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

TECH: JMM
 ENGINEER: JMM

BROOKSIDE VILLAGE NORTH
 PUD EXHIBIT

2502.077

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 PLOTTED BY: JARED MURRAY

**BROOKSIDE VILLAGE NORTH
ZONING CHANGE AND DEVELOPMENT AGREEMENT
Recorder's Cover Sheet**

Preparer Information: Evann Coffey, City of Grimes, 410 SE Main St Ste 102 Grimes, IA
50111 515-986-4050

Taxpayer Information: Brookside North, LLC, 3430 SE Destination Dr Ste 400 Grimes, IA
50111 515-630-6043

Return To: City of Grimes
101 NE Harvey St.
Grimes, Iowa 50111
Phone (515) 986-3036

Type of Document: Development Agreement

Legal Description: See Page 14

Document or instrument number of previously recorded documents: N/A

**BROOKSIDE VILLAGE NORTH
ZONING CHANGE AND DEVELOPMENT AGREEMENT**

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Brookside North, LLC, (referred to herein as "Property Owner"), collectively referred to 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 C-2.

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage, identifying the Property to be developed with multi-family and townhome residential development 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 C-2 to R-4, 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 C-2 to R-4 (PUD).
- 2) Master Plan. As required by the zoning regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to R-4 to allow for the development of the property for a multi-family and townhome residential neighborhood, referred to herein as Brookside Village North. The overall intent of the neighborhood is to provide reasonable accommodations for development, while preserving the natural areas, and integrating pedestrian pathways throughout 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 of 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 southeast corner of Highway 141 and NE 18th Street, Brookside Village North will consist of medium-density residential dwellings and high-density residential dwellings. Each use area is further described as follows.
- (a) Medium-Density Residential. Areas designated as Medium-Density Residential are intended for traditional attached townhome dwelling units. No single-family, multi-family, or commercial uses of any kind will be allowed in these areas. Limited opportunity for detached dwellings may be considered acceptable as determined by the Zoning Administrator, and 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.
 - (b) High-Density Residential. Areas designated as High-Density Residential generally are intended for traditional multi-family dwelling units. No traditional single-family, townhome development 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.
- 4) Medium-Density Residential Area. This area is intended to accommodate the construction of attached townhome dwelling units with limited opportunity for detached townhomes dwelling units. The following regulations shall be applicable to any area identified as Medium-Density Residential, as generally shown on the Master Plan.
- (a) Density. The maximum permitted density shall be eight (8) units per acre.
 - (b) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.
 - (c) Setbacks. The following setbacks shall apply to all units:
 - (i.) All External Property Lines – Thirty (30) Feet, except when units have front doors fronting streets, in which case Twenty-Five (25) 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
- (vi.) Building Separation – Ten (10) Feet Between Detached Units

A two (2) foot projection for non-habitable space is permitted, however the projection must 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 two (2) stories above grade or thirty-five (35) feet maximum.
- (f) Garage. A minimum one (1) car attached garage shall be provided for no more than fifty percent (50%) 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. For every five (5) units, one (1) visitor parking space shall be provided.
- (h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. At a minimum, primary material shall be provided for twenty-five percent (25%) of the total exterior wall area, excluding glazing. Primary material shall be provided across each building face. The percentage of primary material can vary across each building face; however, the front façade of the building shall include a primary material percentage equal to or greater than the other building faces. Acceptable primary materials shall include a combination of earthtone colored brick, textured concrete block, marble, stone panels or other similar masonry material. Prohibited materials include smooth-faced concrete block, corrugated metal siding, split shakes and rough-sawn wood.
- (i) Façade Design. 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 should be made. Buildings should avoid flat plane construction and incorporate offsets of at least three (3) inches. Architectural design for townhome buildings shall attempt to lessen the plainness of appearance for side and rear elevations, which can be characteristic of large residential buildings when landscape buffers are not provided.. Rooflines shall be gable, hip style or similar residential roof design.

- (j) Facade Repetition. Repetition of front facades shall be discouraged. To accomplish this, the following options are available:
- a. Differentiate Façade Design for Units in a Building. Each building shall differentiate units with building materials, rooflines, and offsets to avoid repetition of the same design for every unit in a row. A minimum of two (2) elevation packages shall be provided for each building type. The elevation packages for the building types shall include varying colors, siding textures, and/or varying brick, stone or masonry type, colors and/or location.
 - b. Same Façade Design for Units in a Building. If all units in a building are principally designed the same (i.e. same offsets, rooflines, locations for material changes, locations and sizes of windows, etc.), a minimum of three (3) elevation packages shall be provided for each building type. The elevation packages for the building types shall include varying colors, siding textures, and/or varying brick, stone or masonry type, colors and/or location.
- (k) Façade Orientation. If units are oriented so that the front doors are facing the public streets, landscape berm and buffer is not required as noted in 6.b. of this Agreement. However, units oriented with front doors facing public streets shall be designed to incorporate front porches, dormers and/or other decorative treatments along the public streets to provide a street-oriented design and break up flat, blank walls. Sliding doors can be oriented toward the public street if porches or covered patios are provided. Dormers and/or other decorative treatments shall also be included in the façade where sliding doors face the public street. Landscape berm and buffer shall be required for building faces that are not designed to orient toward the public street, as noted in this subsection.
- (l) 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.
- (m) Open Space. A minimum of forty (40%) percent open space shall be provided.
- (n) 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. When landscaping buffers are provided along street frontages, the lot frontage streets are not required.

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 berm and buffer is not provided.

- (o) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Future accommodations for trail connections should be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one side of any internal private street.

5) High-Density Residential Regulations. This area is intended to accommodate the construction of multi-family dwelling units. The following regulations shall be applicable to any area identified as High-Density Residential, as generally shown on the Master Plan.

- (a) Density. The maximum permitted density shall be twenty (20) units per acre.

- (b) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

- (c) Setbacks. The following setbacks shall apply to all units:

- (i.) Front Yard – Thirty (30) Feet
- (ii.) Rear Yard – Thirty (30) Feet
- (iii.) Side Yard – Twenty (20) Feet
- (iv.) Building Separation – Twenty (20) feet

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. The minimum finished floor area shall be four hundred fifty (450) square feet.

- (e) Height. The maximum height of any building shall be four (4) stories above grade or fifty (50) feet maximum.

- (f) Parking and Garages. 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 should 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 twelve (12) parking spaces shall be provided without a landscaped island.

- (g) Building Materials. The primary material shall constitute at least seventy-five percent

(75%) of the total exterior wall area, exclusive of glazing. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, marble or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. No more than fifty (50%) of the total exterior wall area, exclusive of glazing, shall consist of Nichiha or comparable building material. All other building and architectural materials and design requirements for Highway 141 Mixed Use Development Corridor District Zone 1 shall be met.

- (h) Façade Design. A minimum of five (5) treatments which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building. The permitted list of treatments can be found in Section 12-11-1 of the Grimes Zoning Ordinance. Buildings shall avoid flat plane construction and incorporate offsets of at least three (3) inches.
- (i) Balconies. Balconies shall be constructed with or wrapped with materials and railings that match the materials utilized on the exterior of the building. If balconies are constructed with wood, the wood shall be wrapped with materials to match the building, such as siding, to cover exposed wood. Possible view of wood framing from the underside of the balconies is acceptable. Alternative designs with exposed wood can be considered with demonstration that the balcony design is cohesive with the rest of the building and that high-quality, durable wood materials are utilized to reduce maintenance concerns and ensure long-term aesthetics.
- (j) 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.
- (k) 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.
- (l) Landscaping. A minimum of two (2) trees per one thousand (1,000) square feet of required open space shall be provided. One shrub shall be planted for every five hundred (500) square feet of open space, but no less than three shrubs per lot. The trees shall be balled or burlap stock. The minimum height for evergreens shall be six (6) feet. The trees must live for at least twelve (12) months after planting or be replaced by the landowner.

Street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group. Required street trees and buffer trees may count towards the required open space trees. All landscaping shall meet the Highway 141 Mixed Use Development Corridor District landscaping requirements.

- (m) 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.

(n) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

(o) Outdoor Storage. No outdoor storage is permitted.

6) 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) Medium-Density Residential Buffers. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs and sides 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 required street frontage plantings shall be provided. The thirty (30) foot landscape 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. If a berm is not feasible due to drainage patterns and utility conflicts, the thirty (30) foot landscape buffer shall be provided with the following number of trees per fifty (50) linear feet of buffer: Three (3) evergreen trees and two (2) understory trees.

(c) Berming and Screening. Earth berming shall be implemented whenever possible to enhance buffering and screening of otherwise negative site elements and to aid in ensuring year-round screening, but is not required. 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 throughs associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

(d) Continuity. Buffers shall be so designed so as 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.

7) Lighting

(a) Parking Lot & Accent Lighting. Multi-family uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings that face the public right-of-way, to accentuate the building form and architectural character. The maximum height

for any light fixture shall be thirty-five (35) feet, except on the side or sides of a development abutting a residential use, in which case the maximum height of twenty-five (25) feet shall be permitted.

- (b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Medium-Density and High-Density Residential Areas. All lights shall be downcast, shaded or hooded, oriented inward to prevent intrusion into surrounding areas, 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 the public streets shall be standard MidAmerican Energy Street Lights and black in color.

8) Public and Site Improvements

- (a) Public Improvements. Public Improvements include the construction of the following:
 - (i.) Property Owner agrees to construct the necessary water main, storm sewer, and sanitary sewers to serve the development. Public construction drawings shall be prepared and submitted for review and approval.
 - (ii.) Property Owner agrees that they are responsible for the costs associated with the construction of NE Destination Drive as shown in the concept plan. Improvements and access shall be in accordance with the Traffic Impact Study prepared by Snyder and Associates.
- (b) Private Sidewalks. Five (5) foot PCC public sidewalks shall be provided on at least one side of all private streets.
- (c) Public Sidewalks. Five (5) foot PCC public sidewalks shall be provided on two sides of all public streets, unless otherwise referenced herein.
- (d) Public Trails. A ten (10) foot PCC trail shall be provided along the east side of NE Destination 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 sewer and watermain improvements must be submitted.
- (f) Street Right of Way and Easements. At the time of Final Plat, 70-Foot Right-of-Way for NE Destination Drive shall be granted to the City.

- (g) Access. Access locations for the development shall follow the Master Streets Design Guide. Access locations beyond the scope of these documents may be evaluated by the City Engineer for approval.
- 9) Parkland Dedication. Parkland dedication is required for residential development. The future land use plan does not anticipate a park on the Brookside Village North property. As such, the Developer agrees to provide fee in lieu of land dedication. The fee shall be provided with each Final Plat approval. Said fee will be used for improvements within North Pointe Park. The fee shall be calculated as noted below.
- (a) Brookside Village North Parkland Calculations
- i) Required Parkland Dedication
- (1) Number of multi-family units x 1.75 people per household x 0.0065 = total required acres of parkland dedication for multi-family development
- (2) Number of townhome units x 2 people per household x 0.0065 = total required acres of parkland dedication for medium-density development
- ii) Fee in Lieu of Land Dedication
- (1) Required parkland acres x \$50,000 = total fee in lieu to be provided
- 10) Highway 141 Mixed Use Development Corridor. The Brookside Village North Development shall follow the Highway 141 Mixed Use Development Corridor regulations except as otherwise stated in this Development Agreement.
- 11) 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.
- 12) 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.
- 13) Binding Personal Obligation and Assignment. The parties hereby acknowledge that the security provided for in this Agreement is not the exclusive remedy available to the City. The obligations of the Property Owner hereunder are personal. In addition to the lien rights described in this Agreement, the City shall have all remedies available to it at law or in equity under the laws of the State of Iowa. The personal obligations of the Property Owner shall not be assignable, and the parties shall not be released from the obligations hereunder by virtue of such assignment, unless prior written approval of such assignment and release is given to the

City. In the event that Property Owner sells a plat to a new owner, the City shall agree to the assignment of the obligations created under this Agreement to the purchaser.

- 14) 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.
- 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) 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.
- 17) 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 PAGE TO FOLLOW]

CITY OF GRIMES, IOWA

By: _____

David Gisch, Mayor

Attest:

Rachel Greving, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Gisch 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 _____, 2026, and that David Gisch 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.

Brookside North, LLC

By: Clint Ackerman

Signature: [Handwritten Signature]

Title: Managing Member

STATE OF IOWA)

) ss:

COUNTY OF Polk)

On this 24th day of February, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Clint Ackerman, 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.

[Handwritten Signature: Ellie McKenzie]

Notary Public in and for the

State of Iowa

My Commission expires 2/9/2029

Ellie McKenzie
Iowa Notarial Seal
Commission No. 845846
My Commission Expires Feb. 09, 2029

Exhibit A - Legal Description

R-4 (PUD) Zoning District

ALL OF PARCELS '2025-37' AND '2025-39' AND A PART OF PARCEL '2025-38' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 20139, PAGE 228 AND A PART OF LOT 'A' AND LOT 'B', THE VILLAGE AT NORTH POINTE, AN OFFICIAL PLAT, ALL BEING IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE SOUTH 89°59'03" EAST ALONG THE NORTH LINE OF SAID PARCEL '2025-39', THE NORTH LINE OF SAID PARCEL '2025-38' AND THE NORTH LINE OF SAID LOT 'A', A DISTANCE OF 600.44 FEET; THENCE SOUTH 00°12'09" WEST, 60.04 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 300.00 FEET, WHOSE ARC LENGTH IS 137.39 FEET AND WHOSE CHORD BEARS SOUTH 13°05'51" WEST, 136.19 FEET TO THE EASTERLY LINE OF SAID PARCEL '2025-37'; THENCE SOUTH 63°41'06" EAST ALONG SAID EASTERLY LINE, 35.00 FEET;; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 335.00 FEET, WHOSE ARC LENGTH IS 86.55 FEET AND WHOSE CHORD BEARS SOUTH 33°37'43" WEST, 86.31 FEET; THENCE SOUTH 00°13'26" WEST ALONG SAID EASTERLY LINE, 680.69 FEET; THENCE SOUTH 71°34'03" WEST ALONG SAID EASTERLY LINE, 7.26 FEET; THENCE SOUTH 00°17'10" WEST ALONG SAID EASTERLY LINE, 300.10 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-37'; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL '2025-37' AND A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 74.00 FEET, WHOSE ARC LENGTH IS 72.93 FEET AND WHOSE CHORD BEARS NORTH 53°31'29" WEST, 70.02 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 284.00 FEET, WHOSE ARC LENGTH IS 67.60 FEET AND WHOSE CHORD BEARS NORTH 18°17'21" WEST, 67.44 FEET; THENCE NORTHERLY ALONG SAID SOUTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 385.00 FEET, WHOSE ARC LENGTH IS 119.98 FEET AND WHOSE CHORD BEARS NORTH 20°28'04" WEST, 119.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL '2025-38'; THENCE SOUTH 60°32'17" WEST ALONG THE SOUTH LINE OF SAID PARCEL '2025-38', A DISTANCE OF 35.04 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 114.14 FEET AND WHOSE CHORD BEARS NORTH 38°46'14" WEST, 113.64 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 350.00 FEET, WHOSE ARC LENGTH IS 165.09 FEET AND WHOSE CHORD BEARS NORTH 34°36'03" WEST, 163.56 FEET; THENCE SOUTH 88°19'14" WEST AND ALONG THE SOUTH LINE OF SAID PARCEL '2025-39', A DISTANCE OF 307.76 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2025-39'; THENCE NORTH 01°42'44" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2025-39', A DISTANCE OF 371.79

FEET; THENCE NORTH 02°31'53" EAST ALONG SAID WESTERLY LINE, 413.41 FEET;
THENCE NORTH 48°28'25" EAST ALONG SAID WESTERLY LINE, 96.68 FEET TO THE
POINT OF BEGINNING AND CONTAINING 14.02 ACRES (610,772 SQUARE FEET).



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Public hearing on a proposed amendment to the Grimes Urban Renewal Area

BACKGROUND: In November 2022, the City Council approved a development agreement with Signature Ernst Holdings, LLC, providing an economic incentive in exchange for the construction of public infrastructure improvements at NE Beaverbrooke Boulevard and NE Destination Drive. The proposed agreement before the Council is similar in nature. Under this arrangement, the developer, Brookside Village North, LLC, will receive an economic incentive equivalent to the cost of extending NE Destination Drive north of NE Beaverbrooke Boulevard to NE 18th Street. The incentive will be provided through tax increment financing, with the developer receiving 80 percent of the incremental property taxes generated over a period of seven years, not to exceed a maximum incentive amount of \$1,800,000. In order to utilize tax increment financing as an economic incentive, the infrastructure project must be included within the Grimes Urban Renewal Plan. As a result, the Grimes Urban Renewal Plan must be amended to include the project.

BUDGETARY CONSIDERATIONS: The plan amendment and development agreement identify a maximum not to exceed amount of \$1,800,000 in economic development incentives, which are associated with the construction of public roadway improvements.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, Klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, Klord@grimesiowa.gov

CITY OF GRIMES, IOWA

URBAN RENEWAL PLAN AMENDMENT
GRIMES URBAN RENEWAL AREA

March, 2026

The Urban Renewal Plan (the “Plan”) for the Grimes Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Brookside North, LLC Development Project

Date of Council Approval of Project: March 10, 2026

Description of Project and Project Site: Brookside North, LLC (the “Company”) has proposed to undertake the construction of an apartment and townhome complex on certain real property (the “Property”) situated in the North Pointe Plat 1 subdivision in the Urban Renewal Area (the “Brookside North Project”), including 75% of units affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14). The Company will undertake certain public infrastructure improvements necessary to support the Brookside North Project. Additionally, the City will undertake the extension of NE Destination Drive through Property in order to support the development of the Brookside North Project, and the Company will pay the costs of such extension.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete the Brookside North Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF: The City intends to enter into a development agreement with the Company with respect to the development of the Brookside North Project and to provide semi-annual economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Brookside North Project will not exceed \$1,800,000 plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$141,427,702</u>
Outstanding general obligation debt of the City:	<u>\$ 92,570,000</u>
Proposed maximum indebtedness to be incurred in connection with this March, 2026 Amendment:*	<u>\$ 1,820,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

February 27, 2026

Via Email

Katie Lord
Economic Development Director/City Hall
Grimes, IA

Re: 2026 Amendment to the Grimes Urban Renewal Area
Our File No. 419952-106

Dear Katie:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2026 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Marcia Woodke
Alex Pfaltzgraff
Rachel Greving

HEARING ON AND APPROVAL OF 2026
AMENDMENT TO THE GRIMES
URBAN RENEWAL AREA

419952-106

Grimes, Iowa

March 10, 2026

The City Council of the City of Grimes, Iowa, met on March 10, 2026, at 5:30 p.m., at the Grimes Community Complex, in the City for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Grimes, Iowa (the "City"), by prior resolution established the Grimes Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new project (the "Project") in the Urban Renewal Area consisting of providing tax increment financing support to Brookside North, LLC in connection with the construction of public infrastructure necessary for the development of an apartment and townhome complex in the Urban Renewal Area, including units affordable to families of low and moderate income; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on March 10, 2026; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, and the Johnston Community School District; the consultation meeting was held on February 23, 2026; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 10, 2026.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

••••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK
CITY OF GRIMES

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Grimes, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Grimes Urban Renewal Area in the City of Grimes, Iowa.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: Public hearing on a proposed development agreement with Brookside North, LLC

BACKGROUND: Due to a history of traffic accidents and fatalities, the State of Iowa has determined that the NE 18th Street and Highway 141 intersection will be closed. To proactively close the intersection, the State of Iowa has awarded the City of Grimes a \$500,000 grant. Under this development agreement, the developer will receive an economic incentive equivalent to the cost of extending NE Destination Drive north of NE Beaverbrooke Boulevard to NE 18th Street. These grant funds will be applied toward the cost of extending NE Destination Drive.

Because the project utilizes State grant funding, the City is required to oversee the design, bidding, and construction of the roadway improvements. Upon completion of construction, the developer will reimburse the City for the total cost of the roadway improvements, less the \$500,000 grant received from the State. In exchange, the developer will receive an economic incentive equal to the net construction cost, plus eligible carrying costs. The incentive will be provided through tax increment financing, with the developer receiving 80 percent of the incremental property taxes generated over a period of seven years, not to exceed a maximum incentive amount of \$1,800,000.

Given the developer's intent to pursue residential development adjacent to NE Destination Drive, the agreement includes an affordability requirement. To remain eligible for the economic incentive, the developer must annually certify that 75% of available residential units are offered at rental rates affordable to households earning at or below 80 percent of Polk County's area median income.

This agreement accomplishes a significant public safety improvement, leverages State funding that would otherwise not be available, and provides a permanent alternative roadway connection that reduces traffic on NE Beaverbrooke Boulevard, protecting the adjacent neighborhood. The infrastructure is funded through new tax increment generated by the development, preserving the City's existing tax base and capital improvement resources while delivering long-term public benefit.

BUDGETARY CONSIDERATIONS: \$1,800,000 Economic Incentive, paid from incremental property taxes generated by the Development.

STRATEGIC PLANNING:

Prioritized: YES NO

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

BOARD/COMMISSION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Katie Lord, Economic Development Director, klord@grimesiowa.gov

Prepared by: Katie Lord, Economic Development Director, klord@grimesiowa.gov

Return to: Katie Lord, Economic Development Director, klord@grimesiowa.gov

February 27, 2026

VIA EMAIL

Katie Lord
Economic Development Director/City Hall
Grimes, IA

Re: Brookside North, LLC Development Agreement
File No. 419952-106

Dear Katie:

Attached please find the proceedings covering the City Council's public hearing on the proposed Development Agreement with Brookside North, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Marcia Woodke
Alex Pfaltzgraff
Rachel Greving

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(BROOKSIDE NORTH, LLC)

419952-106

Grimes, Iowa

March 10, 2026

A meeting of the City Council of the City of Grimes, Iowa, was held at 5:30 p.m., on March 10, 2026, at the Grimes Community Complex, Grimes, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Brookside North, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter 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 said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION _____

Resolution Approving Development Agreement with Brookside North, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Grimes, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Grimes Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has proposed to enter into a certain development agreement (the “Agreement”) with Brookside North, LLC (the “Company”) in connection with the construction of public infrastructure necessary for the development of an apartment and townhome complex in the Urban Renewal Area, including units affordable to families of low and moderate income (the “Project”); and

WHEREAS, under the Agreement, the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an aggregate amount not to exceed \$1,800,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on March 10, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs, income, and housing opportunities, which are warranted in comparison to the amount of the proposed Payments.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Company as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor, the City Administrator, and the Economic Development Director are authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Brookside North, LLC Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Grimes, Polk County, State of Iowa, more particularly described as follows:

-EX N 33F RD EAS- PARCEL 2025-39 BK 20139 PG 228
OUTLOT X NORTH POINTE PLAT 1

And

-EX N 33F RD EAS- PARCEL 2025-38 BK 20139 PG 228
OUTLOT X NORTH POINTE PLAT 1

And

PARCEL 2025-37 BK 20139 PG 228 OUTLOT X NORTH
POINTE PLAT 1.

Section 5. The City hereby pledges to the payment of the Agreement the Brookside North, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Brookside North, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Brookside North, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 10, 2026.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS:

I, the undersigned, Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement with Brookside North, LLC.

WITNESS MY HAND this ____ day of _____, 2026.

City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Grimes, Iowa (the “City”) and Brookside North, LLC (the “Company”) as of 2-06, 2026 (the “Commencement Date”).

WHEREAS, the City has established the Grimes Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the construction of an apartment and townhome complex (the “Housing Project”) on the Property and to price the units (the “Apartment and Townhome Units”) comprising the Housing Project at levels that will be affordable to families of low and moderate income as defined in Iowa Code Section 403.17(14) (“Low and Moderate Income”); and

WHEREAS, in order to support the Housing Project, (i) the Company will undertake the construction of certain public infrastructure improvements (the “Company Infrastructure Project”); and (ii) the City will undertake the construction of certain public infrastructure improvements (the “City Infrastructure Project”); and

WHEREAS, the City has received a grant (the “Grant”) in the amount of \$500,000 (the “Grant Amount”) from the Iowa Department of Transportation in order to pay a portion of the City Infrastructure Project; and

WHEREAS, the Company will pay for the costs of the Company Infrastructure Project and the remaining City Infrastructure Project costs less the \$500,000 grant provided to the City; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of the City Infrastructure Project, and the City is willing to provide such financial assistance; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Housing Project Construction; Maintenance; Insurance.

Housing Project

The Company agrees to undertake the Housing Project on the Property. The Company reasonably expects that the construction of the Housing Project will require a total investment of approximately \$25,000,000 including land acquisition, design, development, construction, equipping, furnishing and other related improvements to the Property.

The Company agrees to submit a site plan (the "Site Plan") for the development of the Housing Project to the City Council for approval. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B. The Company agrees to construct the Housing Project substantially in accordance with the Site Plan and all local zoning, land use, building and safety codes and regulations. The Company agrees to complete such construction by no later than December 31, 2029.

Business Operations Requirement

The Company agrees that, for the Term of this Agreement (as hereinafter defined), either the Company or an Affiliate (as hereinafter defined) of the Company or its Affiliates shall maintain ownership of the Housing Project and the Property and shall use the completed Housing Project in its business operations (the "Business Operations Requirement"). For purposes of this Agreement, the Housing Project shall be considered to be used as part of the business operations of the Company or an Affiliate of the Company if 75% of Apartment and Townhome Units are offered for occupancy at price levels that are affordable to families of low and moderate income, as defined in Iowa Code Section 403.17(14). For reference, the applicable price levels can be found on the website of the Polk County Housing Trust Fund at https://www.pchtf.org/files/ugd/ba4e6e_b66c6ef668c847aba1b0a73cc8aa7138.pdf. For the purpose of this Agreement "low or moderate income families" means those families, including single person households, earning no more than eighty percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest United States department of housing and urban development, section 8 income guidelines.

For purposes of this Agreement, an "Affiliate of the Company" means any entity that directly or indirectly controls, is controlled by, or is under common control with the Company or in which Clint Ackerman is the Managing Member of such entity and that has the capacity to own or operate the Housing Project in accordance with this Agreement. For these purposes, "control" means the power to direct the management or policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

The Parties acknowledge that if the Project and Property is transferred to an Affiliate, the Assignment and Assumption Agreement between the Company and the Affiliate will require any and all Payments per Section B.3. to be made directly to the Company. The Company and Affiliate will provide notice to the City.

Maintenance of Property

During the Term of this Agreement, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Housing Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations.

2. Company Infrastructure Project Construction. The Company agrees to cause the construction of the Company Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Company Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Company Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations.

The City shall retain all rights to inspect the completed Company Infrastructure Project for quality of work and full compliance with City Code. All inspections must be completed in a timely manner consistent with standard construction practices. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Company Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Company Infrastructure Project, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Company Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Company Infrastructure Project, which shall thereafter be maintained by the City.

3. Payment of Costs of City Infrastructure Project. The Company agrees to pay the costs of the City Infrastructure Project in accordance with the terms and conditions of this Agreement as outlined in Exhibit G. Upon receipt from the City of a Payment Request (as hereinafter defined) the Company agrees to remit payment to the City for the amount reflected on such Payment Request, less the Grant Amount within thirty (30) days of the date thereof.

4. Property Taxes. The Company agrees to make or ensure timely payment of all property taxes for which the Company is responsible under the laws of the State of Iowa as they come due with respect to the Property throughout the Term.

5. Triggering Certification. The Company shall provide written notice (the "Triggering Certification") to the City, delivered by U.S. mail or electronic mail, specifying the fiscal year in which the Company elects for the Payments (as hereinafter defined) to commence. The Triggering Certification shall be delivered no later than October 15 of the calendar year immediately preceding the commencement of the fiscal year in which such Payments are to begin; provided, however, that in all events the Triggering Certification must be delivered no later than October 15, 2030. For purposes of clarity, the City's fiscal year commences on July 1 and concludes on the following June 30. A sample Triggering Certification is provided in Exhibit D.

6. **Annual Certification.** To assist the City in monitoring the performance of the Company under this Agreement, a duly authorized officer of the Company shall annually certify to the City (a) that all taxes owed on the Property have been timely paid; (b) that the Company is not in material violation of this Agreement; (c) that the Company is in compliance with the Business Operations Requirement; and (d) that the Company is in compliance with the rental requirements for the Apartment and Townhome Units as set forth in Section A.1 above. The Company's annual certification (the "Annual Certification") pursuant to this provision shall be in substantially the form set forth on Exhibit E, attached hereto, and due each year on October 15th beginning in the year in which the Triggering Certification is filed, and continuing through the Term of this Agreement.

7. **Legal and Administrative Costs.** The Company hereby agrees to pay for the legal fees and administrative costs (the "Legal Fees and Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the prerequisite amendment to the urban renewal plan, up to an amount not in excess of the lesser of (1) \$10,000 or (2) fifty percent (50%) of the actual Legal Fees and Admin Costs. The Company agrees to remit payment to the City within thirty-days of the submission of reasonable documentation by the City to the Company evidencing such Legal Fees and Admin Costs.

8. **Default Provisions.**

a. **Events of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of and maintain the Housing Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to complete construction of the Company Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (iv) Failure by the Company to comply with sections A.3, A.5, A.6 and A.7 of this Agreement.
- (v) Failure by the Company to observe or perform any material covenant on its part, to be observed or performed hereunder.

b. **Notice and Remedies.** Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement;
- (ii) Withhold the Payments under Section B.3 of this Agreement.
- (iii) Terminate this Agreement.

B. City's Obligations

1. Design and Construction of City Infrastructure Project. The City agrees to cause the construction of the City Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit F hereto. The current cost estimate for the Infrastructure Project at the time of execution of this Agreement is \$1,549,000 (the "City Infrastructure Cost Estimate"), including costs associated with the planning and design of the City Infrastructure Project.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. If the bids received for the construction of the City Infrastructure Project are higher than the City Infrastructure Cost Estimate such that the actual costs of the City Infrastructure Project are projected to exceed the City Infrastructure Cost Estimate by a factor of seventeen and one-half percent (17.5%) then the City will consult with the Company prior to awarding the contract, and the two parties will negotiate in good faith an arrangement to deal with such cost overruns. Any changes to the specifications or the timeline for completion for the City Infrastructure Project resulting from such negotiations shall be reflected on Exhibit F hereto.

2. Request for Payment of Costs of City Infrastructure Project. Upon completion of the City Infrastructure Project, the City agrees to invoice the Company within thirty (30) days for payment by the Company of the costs (the "City Infrastructure Costs") incurred by the City in the completion of the City Infrastructure Project. The City will include a cover page in the form attached hereto as Exhibit G with its submittal of the invoice for payment. The Company may reasonably request copies of invoices and any other project documentation to substantiate the actual City Infrastructure Costs incurred by the City.

For purposes of this Agreement, City Infrastructure Costs may include all costs incurred by the City related to the infrastructure-related land acquisition costs, designing and constructing the City Infrastructure Project, landscaping and grading the City Infrastructure Project, and other reasonably related costs of carrying out the City Infrastructure Project. For purposes of tallying the Maximum Payment Total (as hereinafter defined), the City Infrastructure Costs shall also include an amount estimated for interest expense and other costs of financing incurred by the Company in paying the City Infrastructure Costs.

3. Payments. In recognition of the Company's obligations set out above, the City agrees to make semiannual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Company during the Term, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the City Infrastructure Costs less the Grant Amount, or (ii) \$1,800,000. The Payments shall be funded from the incremental valuation

of the Property for a period not in excess of seven (7) fiscal years. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

The Payments will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.5 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made, and continuing for a period of a total of seven (7) fiscal years, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2038.

For example, assuming the Triggering Certification is made October 15, 2028 and all appropriation determinations are approved affirmatively by the City Council under Section B.5 below, then Payments will be made on each December 1 and June 1, beginning December 1, 2029, and continuing through and including the sooner of June 1, 2036 (or any succeeding year(s) through June 1, 2037 if the City elects not to appropriate funds for one or more Payment(s) during any intervening year) or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

4. TIF Estimate. On or before November 1 of each year, commencing in the calendar year in which the Triggering Certification is filed, the City shall determine and prepare an estimate (the “TIF Estimate”) of an amount equal to eighty percent (80%) (the “Annual Percentage”) of the Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid during the immediately succeeding fiscal year with respect to the taxable valuation of the Property.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the Property.

The “Base Valuation” of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and under Section 403.19 of the Code of Iowa shall be January 1, 2025 (\$24,320).

5. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in the fiscal year in which the Triggering Certification is filed, the City Council of the City shall consider the question of obligating for appropriation to the funding of the

Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently prepared TIF Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void. Notwithstanding anything to the contrary in this Agreement, each fiscal year for which the City Council determines not to obligate funds shall extend the expiration of the Company’s right to seek Payments by one (1) year; provided, however, that no Payment shall be made after June 1, 2038. In the event funds are not obligated for a particular fiscal year, the Company may request that the unpaid amount be added to the Payment for any succeeding fiscal year, subject in all cases to the June 1, 2038 final payment date.

6. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2029 and on June 1, 2030, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2028). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding the extant Payment due date.

7. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.5 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Housing Project, the Company Infrastructure Project, and/or the City Infrastructure Project without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2038 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF GRIMES, IOWA

By: _____
Mayor

Attest:

City Clerk

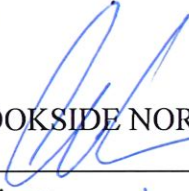
BROOKSIDE NORTH, LLC
By:  _____
Title: managing member

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

-EX N 33F RD EAS- PARCEL 2025-39 BK 20139 PG 228
OUTLOT X NORTH POINTE PLAT 1

And

-EX N 33F RD EAS- PARCEL 2025-38 BK 20139 PG 228
OUTLOT X NORTH POINTE PLAT 1

And

PARCEL 2025-37 BK 20139 PG 228 OUTLOT X NORTH
POINTE PLAT 1

EXHIBIT B
SITE PLAN

EXHIBIT C

TIMELINE AND SPECIFICATIONS OF COMPANY INFRASTRUCTURE PROJECT

The Company shall design and construct all public infrastructure within the Housing Project necessary to support the proposed development. Required improvements generally include, but are not limited to private streets, sanitary sewer, storm sewer, water main, grading, and associated appurtenances. These improvements shall be extended from, and fully integrated with, the City's adjacent public infrastructure project to ensure continuity of service and compliance with City standards. All infrastructure shall be constructed at the Company's sole expense, dedicated to the City upon completion, and installed in accordance with approved plans, specifications, and applicable City requirements. To be completed by December 31, 2028.

EXHIBIT D
COMPANY'S TRIGGERING CERTIFICATION
(Deliver by U.S. mail or electronic mail)

Date: October 1, 20_____

Dear [City Contact Name],

The City of Grimes, Iowa (the "City") and Brookside North, LLC (the "Company") entered into a Development Agreement dated as of the ____ day of _____, 2026 (the "Commencement Date") in connection with the Company's Brookside Village North project.

Pursuant to the Development Agreement, the Company hereby certifies to the City that it intends for the process of dividing Incremental Property Tax Revenues to begin in the next Fiscal Year.

Please let me know if any additional documentation or confirmation is needed to proceed.

Thank you for your time and assistance.

Best regards,

[Your Name]

[Title]

[Developer Company Name]

[Phone Number]

[Email Address]

EXHIBIT E
ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

WHEREAS, the City of Grimes, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to Brookside North, LLC (the "Company") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Company; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Company in order for the Company to be eligible to receive such Payments and as such the Company hereby certifies the following as satisfaction of such conditions:

- (i) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (ii) The Company is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Company with respect to such laws.
- (iii) The Company owns the Property and is using the Housing Project in its Business Operations. Attach documentation demonstrating ownership of the Property and reflecting how many Apartment and Townhome Units are available for rent.
- (iv) The Company is in compliance with the rental requirements set forth in Section A.1 of the Agreement. Complete the table and information below demonstrating the rental rates of the Apartment and Townhome Units.

Annual certification date:		
80% AMI Maximum Rental Rates in Polk County, IA		
1-bedroom	2-bedroom	3-bedroom
\$	\$	\$

- Total units: _____
- Number of 1-bedroom units at Max. Rent or less: _____
- Number of 2-bedroom units at Max. Rent or less: _____
- Number of 3-bedroom units at Max. Rent or less: _____

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

BROOKSIDE NORTH, LLC, an Iowa limited liability company

By:  _____

Its: Managing Member

EXHIBIT F
TIMELINE AND SPECIFICATIONS OF CITY INFRASTRUCTURE PROJECT

1. Extension of NE Destination Drive through the property from the existing terminus north of the roundabout, approximate 1,000 feet to the northern boundary of the property adjacent to NE 18th Street. Details shown on approved construction drawings. To be substantially completed by December 31, 2026.

EXHIBIT G
FORM OF COVER PAGE FOR CITY INFRASTRUCTURE PROJECT COSTS

Date submitted: _____

Submitted by: _____

Contact information: _____

Total Amount of City Infrastructure Costs:	\$ _____
Less Grant Amount	\$500,000 _____
Total Payment Requested by the City:	\$ _____

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the City Infrastructure Project.

CITY OF GRIMES IOWA

By: _____
City Manager



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: NE Destination Drive Extension – Phase 2 – Award.

BACKGROUND: The actions that are in front of the council are to approve Resolutions to: 1) making award of construction contract; and 2) approving construction contract and bonds. This project was bid on February 10, 2026. The low bidder is Sternquist Construction of Indianola, Iowa. City staff has worked with Sternquist before and feel they can perform the work for this project.

BUDGETARY CONSIDERATIONS: This project came in at about \$180,000.00 under the engineer's estimate and is in the current Capital Improvements Program for construction in the 2026 construction season.

STRATEGIC PLANNING:

Prioritized: YES NO

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

BOARD/COMMISSION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

RESPONSIBLE STAFF/CONTACT INFORMATION:

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

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-2126 MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NE
DESTINATION DRIVE EXTENSION – PHASE 2

Grimes Resolution No. 03-2126

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

Section 1. That the following bid for the construction of certain public improvements described in general as the NE Destination Drive Extension – Phase 2, described in the plans and specifications heretofore adopted by this Council on February 24, 2026, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Sternquist Construction of Indianola, IA

Amount of bid: \$1,076,353.00

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

RESOLUTION 03-2226 AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE NE DESTINATION DRIVE EXTENSION – PHASE 2

Grimes Resolution No. 03-2226

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the NE Destination Drive Extension – Phase 2, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Sternquist Construction of Indianola, IA

Amount of bid: \$1,076,353.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk



CITY COUNCIL COMMUNICATION
Meeting Date: 3/10/2026

AGENDA ITEM: SW 19th Street and SW Jazzwood Drive Overlay –Award

BACKGROUND: The actions that are in front of the council are to approve Resolutions to: 1) making award of construction contract; and 2) approving construction contract and bonds. This project was bid on February 17, 2026.

BUDGETARY CONSIDERATIONS: This project came in at about \$350,000.00 under the engineer’s estimate and is in the current Capital Improvements Program for construction in the 2026 construction season.

STRATEGIC PLANNING:

Prioritized: YES NO

*High-Performing Organization/Exception Professional Services

*Great Place to Live/Expanded Quality of Life Amenities

*Dynamic Town/Strong Sense of Community

*More Beautiful/Vibrant Community

BOARD/COMMISSION ACTIONS: None.

STAFF RECOMMENDATION: The staff recommends that the City Council holds the public hearing and approves the three resolutions, as stated above.

RESPONSIBLE STAFF/CONTACT INFORMATION:

Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh

Return to: Aaron Jarosh

RESOLUTION 03-2326 MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SW
19TH STREET AND SW JAZZWOOD DRIVE OVERLAY

Grimes Resolution No. 03-2326

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

Section 1. That the following bid for the construction of certain public improvements described in general as the SW 19th Street and SW Jazzwood Drive Overlay, described in the plans and specifications heretofore adopted by this Council on February 24, 2026, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Des Moines Asphalt of Johnston, IA

Amount of bid: \$1,489,128.21

Portion of project: All construction work

Section 2. That the Mayor and Clerk are hereby directed to execute the contract with the contractor for the construction of the public improvements, such contract not to be binding on the City until approved by this Council.

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk

RESOLUTION 03-2426 AUTHORIZING CONSTRUCTION CONTRACT AND BOND FOR THE SW 19TH STREET AND SW JAZZWOOD DRIVE OVERLAY

Grimes Resolution No. 03-2426

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the SW 19th Street and SW Jazzwood Drive Overlay, and as described in detail in the plans and specifications heretofore approved, and which have been authorized to be signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Des Moines Asphalt of Johnston, IA
Amount of bid: \$1,489,128.21
Bond surety: _____
Date of bond: _____
Portion of project: All construction work

PASSED and APPROVED on March 10, 2026.

David Gisch, Mayor

Attested:

Rachel Greving, City Clerk