



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall 5:30 P.M.

February 11, 2014

Mayor Tom Armstrong

City Council: Jill Altringer, Tami Evans, Craig Patterson

Ty Blackford and Doug Bickford

City Administrator Kelley Brown

City Clerk Rochelle Williams, City Treasurer Deb Gallagher,

City Attorneys Tom Henderson, Erik Fisk

City Engineer John Gade

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- We may disagree, but we will be respectful of one another
- All comments will be directed to the issue at hand
- Personal attacks will not be tolerated

GENERAL AGENDA ITEMS.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from meeting on January 28, 2014
 - B. Change Order #4 SE Main Street to Absolute Concrete, Inc. in the amount of \$28,488.01
(*additional paving for parking at 304 SE 2nd St, additional paving for dumpster pad at 204 SE Main Street, additional paving for gap at rear of 200 SE Main Street, modified subbase quantity adjustment*)
 - C. Fee Proposal for Structural Engineering Services for artwork display wall and foundation project by Tometich Engineering, Inc. in the amount of \$5,800 (*design of wall and foundation and preparation of contract documents for bidding*)
 - D. John Deere 4720 Compact Utility Tractor and accessories from Van-Wall Equipment -\$72,934.18
Mower – state bid price (*public works equipment*)
 - E. Ford F150 Truck from Ed Stivers Ford Lincoln Inc. \$18,956 state bid price (*public works equipment*)



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- F. Certificate of Substantial Completion for the SE Main Street Improvements (*this states that a Fox Engineering finds the project to be substantially complete. The engineer attaches a list of items that need to be completed or corrected*)
- G. Resolution 02-1114 Approving Condemnation of right of way, utility easement, temporary construction easement and storm sewer and drainage channel easement from Hunter Farms for SE 19th Street Project (if negotiations are not successful condemnation will be necessary to keep SE 19th Street Project on schedule with IDOT)
- H. Resolution 02-1214 Approving condemnation of temporary construction easement from Storage Holdings LLC for SE 19th Street Project. (*property is being sold and current owners have not responded to request for temporary construction easement so condemnation is necessary. New owners would allow the easement so condemnation would not be needed. Condemnation hearing set so as to keep SE 19th Street Project on schedule with IDOT*)
- I. Class C Beer Permit (BC) with Sunday Sales Alcohol License Renewal for Dollar General Store 3/01/14 (*liquor licenses must be approved annually at local level and license issued by state*)
- J. Class C Liquor License (LC) with Sunday Sales Alcohol License Renewal for Food Depot Bar and Grill 2/15/14 (*liquor licenses must be approved annually at local level and license issued by state*)
- K. Codification of current Grimes City Code by Sterling Codifiers – \$11,000 - \$15,000
- L. Grimes Master Agreement with Fox Engineering for five year term through December 15, 2018
- M. Pay Request 5 to Layne Christensen Company for the Jordan Well \$153,712 (*payment for work completed on well*)
- N. Pay Request #8 to Absolute Concrete Construction for SE Main Street Improvements - \$13,530.88 (*pay request for work completed on SE Main Street*)
- O. Claims Report

6. Fire Chief Report

7. Patrol Report

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

- A. Request for Alley Closure Between 300 NE Jacob Street and 308 NE Jacob Street by Rod and Julie Engstrom (*residents requesting a closure of alley*)
- B. Public Hearing and Approval of Plans and Specification and Award of Contract for the Glenstone Park Phase I (*public hearing and receiving of sealed bids for a public improvement*)
- C. Request from R & R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial to refer onto Planning and Zoning for a Public Hearing and Action on March 4, 2014 and an Public Hearing and action by City Council on March 11, 2014 (*a rezone request must be brought to Council to have referred on to Planning and Zoning Board for review and action*)

PUBLIC FORUM

“Those people wishing to address the Council need to sign up on the sheet which



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has been provided on the table near the door. Each person will be allowed three

minutes from the podium and may address no more than two issues per Grimes
Rules of Procedure for Conduct of City Business – May 2005.”

COUNCIL ACTIONS

- A. 28E to Create a Watershed Management Authority for Walnut Creek (*Code of Iowa authorizes two Or more political subdivision located within the same United State Geological Survey Hydrologic Unit Code watershed to enter into a 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for mutual advantage*)
- B. Bridge Creek Preliminary Plat 5(*preliminary plat for review by Council*)
- C. Brooke Ridge West Preliminary Plat (*preliminary plat for review by Council*)

COUNCIL DISCUSSIONS

1. Mayor’s Report
2. City Attorney’s Report
3. City Engineer’s Report
4. City Staff Report
5. Old Business
6. New Business

ADJOURNMENT



CITY COUNCIL MEETING
Workshop immediately following Council Meeting
Tuesday, February 11, 2014
Grimes City Hall

Following the City Council Meeting
Mayor Tom Armstrong

City Council: Craig Patterson, Jill Altringer, Tami Evans, Ty Blackford, Doug Bickford
City Administrator Kelley Brown, City Clerk Rochelle Williams,
City Treasurer Deb Gallagher
City Attorneys Tom Henderson
City Engineer John Gade

I. GENERAL AGENDA ITEMS

1. Call to Order
2. Roll Call
3. Approval of the Agenda
4. Budget Workshop
5. IOOF Discussion
6. New Business

II. ADJOURNMENT.

CITY COUNCIL MEETING
 Tuesday, January 28, 2014
 Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, January 28, 2014 at 5:30 P.M. at the Grimes City Hall. Pledge of Allegiance was led by Scout Troop 171. Mayor Armstrong added that the scouts were working on their communications badge.
 Roll Call: Present: Evans, Bickford, Blackford. Absent: Patterson, Altringer

GENERAL AGENDA ITEMS.
APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda.
 Moved by Evans, Seconded by Bickford; the agenda shall be approved.
 Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Approval of the Consent Agenda

A. Minutes from meeting on January 10, 2014 and January 14, 2014 B. Municipal Supply Inc - \$9,236.86
(new housing for new commercial businesses) Claims in the amount of \$379,765.09.
 Moved by Evans, Seconded by Blackford; the Consent Agenda shall be approved.
 Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

	Dec-14			
	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,622,915.94	233,099.81	488,098.83	4,367,916.92
Special Revenue Fund	1,927,093.84	104,019.35	33,434.85	1,997,678.34
Debt Service	3,099,813.93	28,055.97	413,368.11	2,714,501.79
Capital Improvements	1,224,071.17	7,651.78	263,622.60	968,100.35
Enterprise Fund	4,845,143.58	334,696.76	227,096.52	4,952,743.82
Total	15,719,038.46	707,523.67	1,425,620.91	15,000,941.22

PEOPLESERVICE REPORT

Steve Robinette of PeopleService and Grimes Water and Wastewater was present to update the Council. Robinette advised that well levels have stayed the same in the existing well. He also stated that the testing of the ASR well was almost complete. Robinette stated that the new Jordan Well testing was pumping up to a maximum of 1600 gallons per minutes which is four times greater than the amount that Fox Engineering had predicted. He advised that the water quality is good. City Administrator Brown added that if the numbers hold true this will be one of the largest Jordan pumping wells that exist. Robinette stated that 24 hour testing would begin tomorrow.

PUBLIC AGENDA ITEMS

A. Amend Date for Approval of Plans and Specifications and Bid Date to Feb 5, 2014 and a Public Hearing and Award of Contract for Feb. 11, 2014 for the Glenstone Park Phase I

Mayor Armstrong advised that the bid date and the award of contract need to be delayed on this project. Moved by Evans, Seconded by Blackford; the bid date shall be moved to Feb 5, 2014 and the Public Hearing and award of contract be moved to Feb. 11, 2014 for the Glenstone Park Phase I.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

B. Public Hearing on a Development Agreement Between the City and Friends of the IOOF Building Inc.

Mayor Armstrong opened the Public Hearing at 5:40 pm. There being no oral or written comment the Hearing was closed at 5:40 pm.

C. Resolution 01-0714 Approving Development Agreement with, and Approve Loan Guaranties on Behalf of Friends of the IOOF Building, Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

John Koester, developer of the property, was present. Koester advised that he had spoken with the bank and that the loan would hopefully go through Loan Committee on Thursday. He advised that he would then hope to have this Resolution ready for approval at the next Council meeting. Mayor Armstrong asked for a motion to postpone a decision until the next City Council meeting.

Moved by Evans, Seconded by Bickford; Resolution 01-0714 shall be postponed.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

D. Public Hearing on Development Agreement Between the City and TNC, L.L.C.

Mayor Armstrong opened the Public Hearing at 5:42 pm. There being no oral or written comment the Hearing was closed at 5:42 pm.

E. Resolution 01-0814 Approving Development Agreement with TNC, L.L.C. Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

Mayor Armstrong advised that this would be some assistance to the building south of the Kick Back Café building located at 215 SE Main Street.

Moved by Blackford, Seconded by Evans; Resolution 01-0814 approving the Development Agreement with TNC, L.L.C. authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

F. Public Hearing on Development Agreement Between the City and Hubbell Realty Company

Mayor Armstrong opened the Public Hearing at 5:43 pm. There being no oral or written comment the Hearing was closed at 5:43 pm.

G. Resolution 01-1014 Development Agreement with Hubbell Realty Company, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement.

Steve Niebuhr of Hubbell Realty Company, 6900 Westtown Parkway, was present. He stated that this would be a development agreement for Phase 3 of an 110,000 square ft. building off of Gateway Drive. He stated that at this time they do not have any tenants.

Moved by Bickford, Seconded by Evans; Resolution 01-1014 approving the Development Agreement with Hubbell Realty Company authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

PUBLIC FORUM

No one was present to address the Council

COUNCIL ACTIONS

No Action

COUNCIL DISCUSSIONS

2. Mayor's Report

Mayor Armstrong advised that Don Kellogg who had been appointed to the Park and Recreation Board has found that he had a scheduling conflict and can't serve on the Board. Mayor Armstrong rescinded Kellogg's appointment. Mayor Armstrong stated that he would make a new appointment to the Park and Recreation Board and two appointments to the Board of Adjustment at the Feb. 11, 2014 Council meeting. He advised that he is looking for two females to fill the Board of Adjustment Board to provide for gender balance on the board.

3. City Attorney's Report

Attorney Fisk had no report.

4. City Engineer's Report

City Engineer Gade had not report

5. City Staff Report

There was no report.

6. Old Business

None

7. New Business

None

ADOURNMENT

Moved by Evans, Seconded by Blackford; there being no further business, the meeting shall be adjourned at 5:46 pm.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



The special budget workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, January 28, 2014 at 6:07 p.m. in Grimes City Hall.

Roll Call: Present: Evans, Bickford, Blackford Absent: Patterson, Altringer

APPROVAL OF THE AGENDA

Moved by Evans, seconded by Blackford; the agenda shall be approved.

Roll call. Ayes: All. Nays: None. Motion passes 3 to 0.

Budget Workshop

City Administrator Brown provided an overview of the City budget to help new Council members Blackford and Bickford. Brown stated that this overview should help as they move through budget discussion in coming weeks.

New Business

No new business

Moved by Evans, Seconded by Blackford; there being no further business, the workshop meeting is adjourned at 7:20 pm.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

Change Order No. 4

Project: SE Main Street Improvement	Date of Contract: April 9, 2013
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 1005-03M.660
Contractor: Absolute Concrete, Inc.	Date of Issuance: November 10, 2013

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

- 1) Additional paving for parking at 304 SE 2nd Street.
- 2) Additional paving for dumpster pad at 204 SE Main Street.
- 3) Additional paving for gap at rear of 200 SE Main Street.
- 4) Modified Subbase quantity adjustment.

Item 1 Addition of 6-Inch parking lot paving for 304 SE 2nd Street as shown in Figure CO4-1. Change in item and quantities are as follows:

- i. Excavation, Class 10 (Item 2.03) – Increases by 27 CY @ \$18.75 = **\$506.25**
- ii. Subgrade Preparation, 6-Inch (Item 2.04) – Increases by 191 SY @ \$0.92 = **\$175.72**
- iii. Driveway, Paved, PCC, 6-Inch (Item 7.17) – Increases by 164 SY @ \$50.50 = **\$8,282.00**

Add **\$8,963.97** for this change.

Item 2 Addition of dumpster pad and private sidewalk for 204 SE Main Street as shown in Figure CO4-1. Change in item and quantities are as follows:

- i. Driveway, Paved, PCC, 6-Inch (Item 7.17) – Increases by 4 SY @ \$50.50 = **\$202.00**
- ii. Sidewalk, PCC, 5-Inch (Item 7.06) – Increases by 9 SY @ \$28.50 = **\$256.50**

Add **\$458.50** for this change.

Item 3 Addition of concrete cap between rear of building at 200 SE Main Street and new alley paving as shown in Figure CO4-1. Change in item and quantities are as follows:

- i. Sidewalk, PCC, 5-Inch (Item 7.06) – Increases by 9 SY @ \$28.50 = **\$256.50**

Add **\$256.50** for this change.

Item 4 Addition of modified subbase constructed quantity to account for incorrect bid quantity. Change in quantity is as follows:

- i. Modified Subbase, 6-inch (Item 2.05) – Increases by 2,876 SY @ \$6.54 = **\$18,809.04**

Add **\$18,809.04** for this change.

Total for Change Order No. 4 = **\$28,488.01**

Attachments: Figure CO4-1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,985,000.05	Original Contract <input checked="" type="checkbox"/> Working <input type="checkbox"/> Calendar Substantial completion: N/A Ready for final payment: N/A
<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: \$ 10,631.77	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: Substantial completion (days): P3-1, P4-1 Ready for final payment (days): N/A
Contract Price prior to this Change Order: \$1,995,631.82	Contract Times prior to this Change Order: Substantial completion: Ready for final payment: N/A
<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: \$ 28,488.01	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: Substantial completion (days): 0 Ready for final payment (days): N/A
Contract Price incorporating this Change Order: \$2,024,119.83	Contract Times with all approved Change Orders: Substantial completion: P3-35, P4-31 Ready for final payment: N/A

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>Born Watson</u> Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>1-13-14</u>



Tometch Engineering, Inc.

consulting structural engineers

10501 Buena Vista Ct.

Urbandale, IA 50322

January 29, 2014

TE Job Number U14-035

Mr. Joe McAreavy
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

Re: Artwork Display Wall and Foundation

Dear Mr. McAreavy:

Thank you for the opportunity to provide a fee proposal for Structural Engineering Services for the Artwork Display Wall and Foundation project in Grimes, Iowa.

Our understanding of the scope of work is as follows:

- Coordination with the artist to determine the aesthetic design of the wall.
- Structural design of the wall and the foundation system to support the new artwork display.
- Preparation of contract documents for bidding and modifications as required throughout construction to complete the project.
- Preparation of a "Request for Proposal" to be submitted to at least three contractors for construction bids.
- Construction administration to include shop drawing review, construction related correspondence, and trips to the project site as required for site observations and/ or project meetings during construction.

We propose to provide the professional design services outlined above for a lump sum fee of \$5,800. Billing shall occur monthly. Additional services beyond the original scope would be provided based on our standard hourly rates.

We look forward to working with you on this project. Please sign below indicating acceptance of this proposal and return one copy to our office. Please do not hesitate to contact me if you have any questions.

Regards,

Benjamin J. Lord, P.E.
Tometch Engineering, Inc.

Approved by:

Joe McAreavy
City of Grimes



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 02605376
PO Revision# Original

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) CITY OF GRIMES CITY HALL (SECOND LINE OF OWNER NAME)			DATE OF ORDER Jan 31, 2014	COMPANY UNIT 08	DEALER ACCOUNT NO. 086325
STREET OR RR 101 NE HARVEY ST			DEALER ORDER NO.		
TOWN GRIMES			SOC. SEC.	IRS NO.	EIN. NO.
STATE IA	ZIP CODE 50111	TRANSACTION TYPE Cash Sale		PURCHASER SALES TAX EXEMPT	
COUNTY Polk	PURCHASER ACCT.	PHONE NO. 516-986-3036	SELLER'S NAME & ADDRESS VAN-WALL EQUIPMENT, INC. 10100 DENNIS DRIVE URBANDALE, IA, 60322 5152539005		
E-MAIL ADDRESS			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
PURCHASER'S NAME - Second Signer					
STREET OR RR					
TOWN					
STATE IA	ZIP CODE				
Use County POLK	Use State/Province IA				

± NOTICE: Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	X			JOHN DEERE 4720 Compact Utility Tractor(56 PTO hp)			\$ 38,275 26
1	X			LVB26033 Electrohydraulic Third SCV Kit (Cab Only)			\$ 0 00
1	X			Frontier FM1012R Rear Discharge Flex-Wing Grooming Mower with Light Bar			\$ 14,962 40
1	X			JOHN DEERE 1445 Series II Commercial Front Mower (Less Mower Deck)			\$ 16,058 40
1	X			JOHN DEERE 72 In. 7-Iron II Commercial Side Discharge Mower Deck (For 1400/1500 Series II and Non-Series II Front Mowers)			\$ 3,638 12
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.						TOTAL CASH PRICE	\$ 72,934 18
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
PURCHASER TYPE 5 City/Town/Village						TOTAL TRADE-IN ALLOWANCE	\$ 0 00
MARKET USE 87 Parks and Cemeteries						1. TOTAL CASH-PRICE	\$ 72,934 18
COMMENTS: THESE PRICES REFLECT STATE CONTRACT PRICING						2. TOTAL TRADE-IN ALLOWANCE	\$ 0 00
IA DOT GROUNDS CARE EQUIPMENT _ 4425-5						3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
						4. BALANCE	\$ 72,934 18
						5.	
						6.	
						7.	
						8. SUB-TOTAL	\$ 72,934 18
						9. CASH WITH ORDER	\$ 0 00
						10. RENTAL APPLIED	\$ 0 00
						11. CASH DISCOUNT	\$ 0 00
						12. BALANCE DUE	\$ 72,934 18

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

± Notwithstanding Purchaser's right, title or interest in the Equipment, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, Equipment or any hardware or devices interfacing with Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, Equipment, including Telematics ("Data Reporting Systems"); (iii) update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy. Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS -I (We) promise to pay the balance due (line 12) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.



JOHN DEERE

Purchase Order for
John Deere Equipment (U.S. Only)

PO# 02605376
PO Revision# Original

Quote ID: 9177968

Purchaser Name: CITY OF GRIMES CITY HALL

Purchaser's
Signature _____

Accepted
By _____

Purchaser's
Signature _____

Date
Accepted _____

Salesperson SCHECHINGER, MICHAEL

DELIVERED ON:

WARRANTY BEGINS:



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers ("Purchaser") of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment Intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the Purchaser for parts and/or labor. However, the Purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the Purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorized Dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the Purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting equipment which may have a delayed warranty start date, but only if established by John Deere and noted by the Selling Dealer on the Purchase Order). **Included in Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier™ Equipment CR14, LL13, LL14, and DH44 Series Frontier™ Equipment Snow blowers SB12 and SB13 series Other Frontier™ Equipment	6 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application 12 months 12 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
All other Equipment (includes Ag Management Solutions (AMS) equipment)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First, First 12 Months, No Bale Limitation
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, LA100 and D100 Series Tractors **	24 Months or 120 Hours, Whichever Comes First
2) Z500 Series ZTrak™ Mowers.**	24 Months or 300 Hours, Whichever Comes First
3) X300 Series Tractors; Z445 and Z465 EZtrak Mowers.**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z600 Series Residential EZtrak Mowers.**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors.**	48 Months or 700 Hours, Whichever Comes First
6) JS Series Residential Walk-Behind Mowers.	24 Months in Private Residential -Personal Use or 90 days in Any Other Application
7) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Quik Trak™ Mowers, Commercial Walk Behind Mowers (32" or larger), and 7- IRON™ Mower Decks.	24 Months
8) Z700 Series ZTrak Mowers.	36 Months or 700 Hours, Whichever Comes First
9) Z900B Series and Z900M Series ZTrak Mowers	36 Months or 1200 Hours, Whichever Comes First, First 24 Months, No Hour Limitation
10) Z997, Z900A Series and Z900R Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First, First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) GATOR™ Utility Vehicles (except CX and RSX)	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles	6 Months
14) Implements; Attachments sold separately and attachments used on Equipment listed in 7 through 12.	12 Months
15) CX GATOR**, WE80 and WE85 Walk Behind Mowers, All other Turf & Utility Equipment.	24 Months in Private Residential -Personal Use or 12 months in Any Other Application

**Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Attachments purchased separately will be covered by the Attachment warranty (in line 14).

C. (I) ITEMS COVERED SEPARATELY - (1) Tires and batteries are warranted under separate warranty documents provided with Equipment; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable equipment are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED - Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE - To secure warranty service the Purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct Purchaser's performance problems caused by defects in workmanship and/or materials, Purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY -THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the Services.

Certificate of Substantial Completion

Project: SE Main Street Improvements	Date of Contract: April 9, 2013
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 1005-03M
Contractor: Absolute Concrete, Inc.	

This Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions:

Phase 1

Date of Substantial Completion: June 6, 2013

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

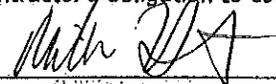
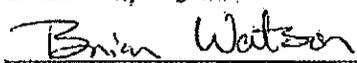
Contractor's Amended Responsibilities:

See attached punchlist (January 7, 2014)

The following documents are attached to and made part of this Certificate:

See attached punchlist (January 7, 2014)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	1/30/14 Date
 Accepted by Contractor	1-29-14 Date
Accepted by Owner	Date



February 6, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Re: SE 19th Street - ROW and easement acquisitions - Hunter Farms
FOX Ref No: 1005-13A

Dear Mayor and City Council:

Representatives of the City of Grimes have been negotiating with the owners of Hunter Farms for additional street right of way, a 10' wide public utility easement, a permanent storm sewer and drainage easement and a temporary construction easement for grading that are needed to construct the project.

At the present time, Hunter Farms has proposed to donate the right of way if the City of Grimes will waive the assessment of any costs of the improvements that would normally be paid by benefitting property owners. This offer has been rejected since because it does not consider the developer's agreement in place for property on the north side of SE 19th Street.

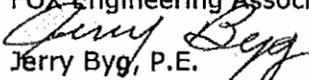
Currently, properties in Princeton Subdivision have been obligated to contribute \$350,000 to the reconstruction of SE 19th Street. Also the developer of Princeton Subdivision dedicated the additional right of way needed for the SE 19th Street to the City of Grimes at no cost.

In order to satisfy IDOT requirements for keeping the SE 19th Street project on schedule for April 15, 2014 letting; the acquisition of the right of way, utility easement, permanent storm sewer and drainage easement and temporary construction easement needs to occur by condemnation if necessary before April 1, 2014. The condemnation date available for these acquisitions is March 28, 2014. In order to go forward with condemnation proceedings the City Council needs to authorize the condemnation of the street right of way and easements needed for the project.

FOX Engineering requests the City Council pass a resolution authorizing condemnation proceedings against Hunter Farms to acquire the street right of way and easements needed for the SE 19th Street Reconstruction project from this property. If negotiations continue and are successful, condemnation will not be needed.

Please contact us with any questions or comments regarding this request.

Very truly yours,
FOX Engineering Associates, Inc.


Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade



RESOLUTION 02-1114

A Resolution Approving Condemnation for Right of Way and Easement Acquisitions from Hunter Farms for SE 19th Street Project.

WHEREAS, the City of Grimes requires additional street right of way, 10' wide public utility easement, permanent storm sewer and drainage easement and a temporary construction easement for grading for the SE 19th Street Project.

WHEREAS, in order to satisfy IDOT requirement for keeping the SE 19th Street Project on Schedule for April 15, 2014 letting the acquisition of the right of way, utility easement, permanent storm sewer and drainage easement and temporary construction easement needs to occur by condemnation if deemed necessary before April 1, 2014.

WHEREAS, the City of Grimes as not been able to successfully negotiate easements with Hunter Farms so condemnation hearing has been set for March 28, 2014

WHEREAS, if the City of Grimes and Hunter Farms negotiations are successful, condemnation will not be needed.

NOW, THEREFORE, BE IS RESOLVED by the City Council of the City of Grimes, Iowa, to authorize condemnation proceedings against Hunter Farms to acquire the street right of way and easements needed for the SE 19th Street Reconstruction Project from this property unless negotiation are successful.

BE IT FURTHER RESOLVED that the City Council of the City of Grimes supports and approves the SE 19th Street Reconstruction Project

PASSED AND APPROVED this 11th February 2014

Mayor Thomas M. Armstrong

ATTEST:

Rochelle Williams, City Clerk



February 6, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Re: SE 19th Street - Temporary Construction easement - Storage Holdings LLC
FOX Ref No: 1005-3E

Dear Mayor and City Council:

The SE 19th Street project has 7 separate temporary construction easements that are needed in to construct the project. These temporary easements are for grading on the adjoining lots so that a new bicycle trail can be installed along the north right of way line of SE 19th Street.

To date 6, of these temporary construction easements have been negotiated.

The remaining temporary construction easement to be acquired is currently owned by Storage Holdings LLC. Storage Holdings LLC is in the process of selling this property to StorageMart Partners LC and closing on the property is scheduled for March 19, 2014.

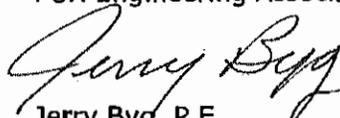
Storage Holdings has been contacted about the easement, by mail, telephone and email but does not respond. StorageMart Partners LC has indicated that they would allow the temporary construction easement after closing on the subject property has occurred.

In order to satisfy IDOT requirements for keeping the SE 19th Street project on schedule for April 15, 2014 letting; the acquisition of the temporary easement needs to occur by condemnation if necessary before April 1, 2014. The condemnation date available for this acquisition is March 26, 2014. If the property is sold to StorageMart Partners LC condemnation will not be needed.

FOX Engineering requests the City Council authorize condemnation proceedings against Storage Holdings LLC to acquire the temporary construction easement from this property in case StorageMart Partners LC does not acquire the property from Storage Holdings LLC.

Please contact us with any questions or comments regarding this request.

Very truly yours,
FOX Engineering Associates, Inc.



Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade



RESOLUTION 02-1214

A Resolution Approving Condemnation of Temporary Construction Easement from Storage Holdings LLC for SE 19th Street Project

WHEREAS, the City of Grimes requires a temporary construction easement for the SE 19th Street Project

WHEREAS, in order to satisfy IDOT requirement for keeping the SE 19th Street Project on Schedule for April 15, 2014 letting the temporary construction easement needs to occur by condemnation if deemed necessary before April 1, 2014.

WHEREAS, the City of Grimes as not been able to successfully negotiate the temporary construction easements with current owners Storage Holdings LLC so a condemnation hearing has been set for March 28, 2014

WHEREAS, Storage Holdings LLC is in the process of selling this property to StorageMart Partners LC and the sale is scheduled for March 19, 2014.

WHEREAS, StorageMart Partners LC have advised they would allow the temporary construction easement after closing on the subject property.

WHEREAS, if the City of Grimes and Storage Holdings LLC negotiations are successful, prior to the sale of the property condemnation will not be needed.

NOW, THEREFORE, BE IS RESOLVED by the City Council of the City of Grimes, Iowa, to authorize condemnation proceedings against Storage Holding LLC to acquire a temporary construction easement needed for the SE 19th Street Reconstruction Project from this property unless negotiations are successful.

BE IT FURTHER RESOLVED that the City Council of the City of Grimes supports and approves the SE 19th Street Reconstruction Project and moving forward with condemnation.

PASSED AND APPROVED this 11th February 2014

Mayor Thomas M. Armstrong

ATTEST:

Rochelle Williams, City Clerk



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- About
- Alcohol
- Tobacco
- Links
- Contact

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Local Endorse
- » History

Applicant License **BC0029850, Dollar General Store # 7305, Grimes**

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- 12 month
- 8 month
- 6 month
- 14 day
- 5 day

License Status: Submitted to Local Authority

Original issue date of license: MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: MM/DD/YYYY

License expiration date: MM/DD/YYYY

Number of days notice:

70 day notice:

Cancel date: MM/DD/YYYY

[Prev](#)

[Next](#)

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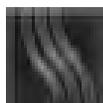


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Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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- About
- Alcohol
- Tobacco
- Links
- Contact

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Local Endorse
- » History

Privileges **BC0029850, Dollar General Store # 7305, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Beer Permit (BC). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- Class B Native Wine Permit
- Class B Wine Permit (Carryout Wine - Includes Native Wine)
- Living Quarters
- Outdoor Service
- Sunday Sales

[Prev](#)

[Next](#)

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- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- > License
- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Local Endorse
- > History

Applicant BC0029850, Dollar General Store # 7305, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): (Solo Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2:

City:

County:

Zip:

Business Phone: Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2:

City: State:

Zip:

Contact Name:

Phone: Email Address:

[Prev](#)

[Next](#)

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Home
About
Alcohol
Tobacco
Links
Contact

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
-------------	-----------------------	--------------	---------------------	-------------------------	--------------	--------

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Local Endorse
- » History

Criminal History BC0029850, Dollar General Store # 7305, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

<input type="text" value="No"/>	Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.
<input type="text" value="No"/>	Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.
<input type="text" value="None"/>	If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

Prev

Next

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- Home
- About
- Alcohol
- Tobacco
- Links
- Contact

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Dram Cert
- » Local Endorse
- » History

Applicant License LC0039774, Food Depot Bar and Grill, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:
(Choose one of the following):

12 month

8 month

6 month

14 day

5 day

License Status: Submitted to Local Authority

Original issue date of license: MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: MM/DD/YYYY

License expiration date: MM/DD/YYYY

Number of days notice:

70 day notice:

Cancel date: MM/DD/YYYY

Prev

Next

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- Home
- About
- Alcohol
- Tobacco
- Links
- Contact

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Dram Cert
- Local Endorse
- History

Privileges LC0039774, Food Depot Bar and Grill, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
<input type="checkbox"/>	Brew Pub
<input type="checkbox"/>	Catering Privilege
<input type="checkbox"/>	Class B Native Wine Permit
<input checked="" type="checkbox"/>	Class B Wine Permit (Carryout Wine - Includes Native Wine)
<input type="checkbox"/>	High Proof Brew Pub
<input type="checkbox"/>	Living Quarters
<input type="checkbox"/>	Outdoor Service
<input checked="" type="checkbox"/>	Sunday Sales

Prev

Next

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About
Alcohol
Tobacco
Links
Contact

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Dram Cert
- Local Endorse
- History

Applicant LC0039774, Food Depot Bar and Grill, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2:

City:

County:

Zip:

Business Phone: Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2:

City: State:

Zip:

Contact Name:

Phone: Email Address:

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- Home
- About
- Alcohol
- Tobacco
- Links
- Contact

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Dram Cert
- » Local Endorse
- » History

Criminal History LC0039774, Food Depot Bar and Grill, Grimes

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The navigation links on the top may also be used to move around the application.

<input type="text" value="No"/>	Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.
<input type="text" value="No"/>	Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.
<input type="text" value="None"/>	If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

Prev

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101 North Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

February 5, 2014

Kelley Brown

Codification Services

I took bids from three different companies who do codification of City Codes for Cities. Iowa Codification/Simmering and Corey, Municode and Sterling. I have a folder for each with their bids along with City's they do business with in Iowa. I have contacted several City's do see if they have been happy and have also included this information.

Iowa Codification base bid is \$10,000 to \$12,000

Additional cost include additional ordinances are \$22 per page where text is changed and \$2.50 per page for back and front where no changes is made. Also an additional charge depending on number of Iowa General Assembly bills passed are added to code. To place on internet a cost of \$875 to \$1,275 would be charged along with an annual charge of \$475 to 525. (on line services City of Pella, Coralville)

Municode base bid is \$11,250 (unless we change the font size – not to exceed \$13,266 for base

Conferencing on code as it gets redone is \$1,000 with an attorney or 3 hrs. of teleconference at no charge.

Codes added it \$18 to \$21 per page. First year on internet is free but after that it is \$550 per year (subject to change) \$25 fee to send new ordinance and have it posted on internet but not added at that time as usually only update code one to two times per year. (City of Des Moines and City of City Falls)

Sterling Codifiers

Base is \$11,000 to \$15,000 depending on pages

Adding codes \$21 per page, updating online code included, internet hosting fee \$500 per year. As we pass ordinance it is listed at the beginning of the code and also references in the code section that a change has been made. (City of Clive, Waukee, West DesMoines)

I like the online feature that Municode and Sterling provide. Cost wise I think they will all be very similar. They all stated it would take around 1 year to codify our code. When looking at their products on line I would recommend Sterling Codifiers.

Please let me know if there is further information you would like me to provide.

Thank you.

Rochelle

rwilliams@ci.grimes.ia.us

Sterling Codifiers

Iowa Clients

Bettendorf

Clive

Dubuque

Emmetsburg

Fairfield

Fort Madison

Iowa City

Knoxville

Mason City

Oxford

Sibley

Spencer

Steamboat Rock

Waterloo

Waukee

West Des Moines

West Liberty

SAMPLE CODIFICATION CONTRACT

for the

CITY OF GRIMES, IOWA

I. Materials Furnished By City:

The city has a code which totals approximately 642 pages of general and permanent regulations which also includes zoning and subdivision regulations. Since the code does not contain citations, it is unclear as to when this code was last updated.

II. Initial Services:

- A. Organization: The first step in the project will be to list out all the provisions of the ordinances and create an organization grouping like subject matters together.

Sterling will then submit the new table of contents and any initial questions we have to the city. The city will review the same and indicate any changes it desires in accordance with the time frame in section IV of this contract.

- B. Compile Legislation: Using the organization described above, Sterling will edit, compile, review and analyze all the legislation of the city, checking for:

- ◆ Provisions that are conflicting, duplicated, inconsistent or obsolete;
- ◆ Vague language;
- ◆ Current state statutes. All statute references contained in the city's legislation will be corrected to current citations;
- ◆ Recommendations as to areas where existing legislation is possibly outdated and new legislation could be considered.

The city officials will communicate to Sterling staff any concerns and/or problem areas that have arisen with the use of its existing code or ordinances, or any major revisions or potential new legislation the city may be working on that will impact this project.

- C. Sterling Standards: The cosmetic look, page format, numbering system, type size, style and capitalization will be done according to Sterling standards.

- D. Presentation Of Code Workbook: Sterling will prepare a draft code for presentation to the city. The draft will contain:
- ◆ Current legislation of the city as organized, edited and compiled, showing the current status of the city's legislation.
 - ◆ Findings of the Sterling staff as a result of the review described above.
- E. City To Indicate Changes: City officials will review Sterling's findings regarding questions and suggestions, and provide the needed information to allow Sterling to proceed with publication of the code.
- F. Changes And Format New Code: Sterling will incorporate changes and any ordinances passed since the draft code was presented to the city (which ordinances are subject to normal supplement charges) and format the code for publication.
- G. Index: An index will be prepared according to Sterling standards.
- H. Publication Of Final Code:
1. Hard Copy: Sterling will publish the desired number of hard copies of the new code, which includes: binders and custom tab separators. Binders are multi-ring and will be imprinted with the city name. Mylar reinforced tabs, printed on both sides, will be provided for the major titles in the code.
 2. Code On The Internet: Sterling uses web based only technology for its codes. At the request of the city, Sterling will also host the city code on our server using our own search engine. For the city's protection and to ensure accuracy, Sterling does not release the electronic files.
- I. Adopting Ordinance: Sterling will provide the city with a sample adopting ordinance.

III. Ongoing Services:

- A. Supplement Service: Upon passage of a new or amending ordinance, the ordinance will be sent to Sterling, who will prepare it for inclusion in the code. In the process of supplementation, Sterling will review the ordinance looking for possible discrepancies or conflicts. Changes to the table of contents, index and any other pages will be made, and the proper number of supplement sets for hard copy will be forwarded to the city and Sterling will update the internet.
- B. Post Newly Adopted Ordinances Online As "Ordinances Pending Codification": If the city emails newly passed ordinances to Sterling (no pdf or tiff files), we will post them online in the "ordinances pending codification" folder.

IV. Project Dates:

City to provide us all documents necessary to start project (from signing of contract)	1 month
Sterling to provide initial questions and comments (from receipt of all materials)	1 month
Preparation and presentation of initial draft and review (from the date that initial questions and comments and all other necessary documentation needed to produce the draft code have been received)	6 months
City review period	3 months**
Make changes, index and publish new code (from the date that all questions have been answered and necessary documentation needed to produce the code has been received)	3 months

** Should the city's review period exceed 6 months beyond the original 3 months allotted for the review (9 months total), Sterling reserves the right to cancel the contract. Any further work on the project will need to be renegotiated under an addendum to the original contract.

V. Additional Services:

Additional Copies Of Code: Additional copies of the code can be prepared at any time, with no minimum order requirement (other than for custom binders and tabs).

VI. Cost And Payment Procedures:

A. Initial Services:

Base price	\$11,000 to \$15,000
Base prices includes a single column finished code of 750 pages	
Additional charge over 750 pages	\$18.00 per page
Number of hard copies	5 to 10
Additional hard copies at time of printing	\$175.00 per hard copy
Format code to Sterling's internet server	INCLUDED

B. Ongoing Services:

Supplement service (per code book page; a sheet of paper contains two pages)	\$21.00 per page
Update online code	Included
Annual host fee	\$500.00
Online "ordinances pending codification" service	No additional charge

The rates listed in this subsection B are Sterling's current rates and are subject to change.

C. Shipping And Handling: Shipping and handling charges are prepaid by Sterling and invoiced to the city.

D. Payment Schedule: The following is the payment schedule for the initial codification project proposed herein:

50%	On signing of contract
25%	On delivery of draft
Balance	On delivery of published code or one year from delivery of draft

VII. Term Of Contract:

This contract will be in effect until revoked in writing by either party. The party so desiring to terminate this contract shall give the other party thirty (30) days' written notice of such termination.

STERLING HEREBY CERTIFIES that there is no intermediary involved between the parties and that there are no state or federal taxes included in any of the above charges.

THIS CONTRACT COMPRISES the entire contract between Sterling and the city regarding Sterling's services.

IN WITNESS WHEREOF, Sterling and authorized officials of the city have hereby set their official signatures, at which time this contract shall take force and effect.

THIS CONTRACT IS HEREBY EXECUTED by the city by its proper officers, this _____ day of _____, 2014.

CITY GRIMES, IOWA

By _____

Title _____

Attest: _____

Title: _____

THIS CONTRACT IS APPROVED AND EXECUTED by an officer of Sterling Codifiers, this _____ day of _____, 2014.

STERLING CODIFIERS, INC.

By _____
Rob S. Rollins, President



February 6, 2014

Kelley Brown
City of Grimes
101 Northeast Harvey
Grimes, IA 50111

Re: Grimes Master Agreement
FOX Ref. No.: 8630-98A

Dear Kelley,

FOX Engineering Associates, Inc. and the City of Grimes entered into a Master Agreement dated December 15, 2003, for a period of two years which has been extended several times, the latest being November 11, 2010, for a period of three years, for professional engineering services associated with various tasks as defined in individual Task Orders presented to the City of Grimes for consideration. Per Article 3 of the original Master Agreement, we propose to renew this Master Agreement as currently written for a five year term, ending December 15, 2018.

The services performed will be as stated in individual Task Order.

All other provisions contained in the Master Agreement and Exhibits shall apply to this Renewal.

Respectfully submitted,
FOX Engineering Associates, Inc.

John Gade, P.E.
Principal / Municipal Group Manager

Accepted this _____ day of _____, 2014 by _____

By: _____

Title: _____

Progress Estimate

For (contract): Jordan Well
 Contractor: Layne Christensen Company

Owner's Proj. No.: 3364-12B
 Engineer's Proj. No.: 3364-12B

Application Number: 5
 Application Date: 1/31/2014

Contractor's Application

A		B			C	D	E	F	G	
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Mobilization/Demobilization	1	\$171,018.00	\$171,018.00	0.9	\$153,916.20		\$153,916.20	90.0%	\$17,101.80
2	Well Water Pollution Prevention Plan (WWPPP)	1	\$19,227.00	\$19,227.00	1	\$19,227.00		\$19,227.00	100.0%	\$23,200.00
3	Drilled Hole & Surface Casing 0 - 360'	400	\$580.00	\$232,000.00	360	\$208,800.00		\$208,800.00	90.0%	-\$8,643.00
4	22" Drilled Hole 360' - 2210'	1,807	\$201.00	\$363,207.00	1850	\$371,850.00		\$371,850.00	102.4%	-\$10,980.00
5	Ream 22" Drilled Hole - 360'-840' to 28" Drilled H	400	\$183.00	\$73,200.00	460	\$84,180.00		\$84,180.00	115.0%	-\$954.00
6	24" Well Casing	802	\$159.00	\$127,518.00	808	\$128,472.00		\$128,472.00	100.7%	\$590.00
7	18" Well Casing	1,407	\$118.00	\$166,026.00	1402	\$165,436.00		\$165,436.00	99.6%	\$7,280.00
8	Grouting Set-Up & Removal	2	\$18,000.00	\$36,000.00	2	\$36,000.00		\$36,000.00	100.0%	\$606.00
9	Grout Casing 480 + 1856	2,700	\$20.00	\$54,000.00	2336	\$46,720.00		\$46,720.00	86.5%	\$10,241.00
10	Cement Bond Log	1	\$5,882.00	\$5,882.00	1	\$5,882.00		\$5,882.00	100.0%	\$16,100.00
11	16" Drilled Hole 2210'-2551'	344	\$202.00	\$69,488.00	341	\$68,882.00		\$68,882.00	99.1%	\$12,662.00
12	Well Development Set-Up & Removal	1	\$10,241.00	\$10,241.00	2	\$700.00		\$700.00	4.2%	\$4,262.50
13	Well Development	48	\$350.00	\$16,800.00	0.75	\$37,986.00		\$37,986.00	75.0%	\$2,778.00
14	Production Pump Test Set-Up & Removal	1	\$50,648.00	\$50,648.00	17.25	-\$9,487.50		-\$9,487.50	69.0%	\$207,066.00
15	Well Production Pump Test (5.25+12)	25	\$550.00	\$13,750.00						\$46,070.00
16	Water Quality Testing	1	\$2,600.00	\$2,600.00	1	\$4,661.00		\$4,661.00	50.0%	\$2,500.00
17	Video Record of Completed Well (Spring)	1	\$2,778.00	\$2,778.00						\$2,778.00
18	Pump, Motor, Column, Cable & Airline	1	\$207,066.00	\$207,066.00						\$207,066.00
19	Pitless Unit	1	\$46,070.00	\$46,070.00						\$46,070.00
20	Well Disinfection	2	\$4,661.00	\$9,322.00	1	\$4,661.00		\$4,661.00	50.0%	\$4,661.00
21	Meter Manhole	1	\$20,572.00	\$20,572.00						\$20,572.00
22	12" Raw Water Main	205	\$87.00	\$17,835.00						\$17,835.00
23	12" Pipe Connections, Hydrants & Valves	1	\$13,053.00	\$13,053.00	0.8	\$36,915.20		\$36,915.20	80.0%	\$13,053.00
24	Site Work and Restoration	1	\$46,144.00	\$46,144.00						\$9,228.80
25	Electrical Power & Controls	1	\$168,794.00	\$168,794.00						\$168,794.00
26	Temporary Piping	1	\$9,336.00	\$9,336.00						\$9,336.00
27	Test Pump Rental	6	\$2,143.00	\$12,858.00						\$12,858.00
28	Sound Barrier Fence	200	\$106.00	\$21,200.00	196	\$20,776.00		\$20,776.00	98.0%	\$424.00
C.O. #1	Change Order #1 (Modify WWPPP)	1	(\$6,337.00)	(\$6,337.00)	1	(\$6,337.00)		(\$6,337.00)	100.0%	
Totals						\$1,393,553.90		\$1,393,553.90	70.4%	\$586,742.10

Stored Material Summary

Contractor's Application

A		B		C		D		E		F		G
For (contract): Jordan Well		Owner's Proj. No.:		Application Number: 5		Engineer's Proj. No.:		Application Date: 1/31/2014				
Contractor: Layne Christensen Company						3364-12B						
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Date (Mo./Year)	Amount (\$)	Stored this Month		Date (Mo./Year)	Amount (\$)	Materials in Storage (\$ (D + E - F))			
					Subtotal	Amount						
1097154	2	Item 3 - 30" O.D. x 0.500" API 5-L Steel Pipe 280 Ft. - "Net"	5/2013	\$34,033.80	\$34,033.80	\$34,033.80	6/2013	\$34,033.80				
1097150	2	Item 3 - 30" O.D. x 0.500" API 5 - LB Steel 120 Ft., plus <i>Excess footage ordered and left over - "zeroing out"</i>	5/2013	\$14,586.00 (\$4,862.00)	\$14,586.00 (\$4,862.00)	\$14,586.00 (\$4,862.00)	6/2013	\$9,724.00	\$4,862.00 (\$4,862.00)			
1097160	4	Item 6 - 24" O.D. x 0.500" A53-B Steel Pipe 210 Ft.	5/2013	\$14,805.00	\$14,805.00	\$14,805.00	12/2013	\$14,805.00				
1097161	4	Item 5 - 24" OD x 0.500" A53-B Steel Pipe 336 ft.	6/2013	\$23,688.00	\$23,688.00	\$23,688.00	12/2013	\$23,688.00				
		Item 6 - 24" OD x 0.500" A53-B Steel Pipe 294 ft.	6/2013	\$20,727.00	\$20,727.00	\$20,727.00	12/2013	\$18,471.00	\$2,256.00 (\$2,256.00)			
		<i>Excess footage ordered and left over - "zeroing out"</i>										
1097162	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 42 ft.	6/2013	\$2,205.00	\$2,205.00	\$2,205.00	12/2013	\$2,205.00				
1097163	4	Item 7 18" OD x 0.500" A53-B Steel Pipe 462 Ft.	6/2013	\$24,255.00	\$24,255.00	\$24,255.00	12/2013	\$24,255.00				
1097164	4	Item 7 18" OD x 0.500" A53-B Steel Pipe 462 ft.	6/2013	\$24,255.00	\$24,255.00	\$24,255.00	12/2013	\$24,255.00				
		<i>Excess footage ordered and left over - "zeroing out"</i>							\$1,365.00 (\$1,365.00)			
Totals					\$174,326.80	\$174,326.80		\$174,326.80				

Contractor's Application for Payment No. 8

Unit Price Contract

Project: SE Main Street Improvements From (Contractor): Absolute Concrete Construction Application Date: 2/11/2014
 To (Owner): City of Grimes Owner's Project No.: 1005-03M Period From: 12/1/2013
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 1005-03M Period To: 1/31/2014

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	8/13/2013	\$261.50	
2	9/10/2013	\$3,167.40	
3	11/5/2013	\$7,202.87	
4	1/28/2014	\$28,488.01	
TOTALS		\$39,119.78	\$39,119.78

1. ORIGINAL CONTRACT PRICE..... \$ 1,985,000.05
 2. Net change by Change Orders..... \$ 39,119.78
 3. Current Contract Price (Line 1 + 2)..... \$ 2,024,119.83
 4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ 2,088,988.87
 5. RETAINAGE:
 a. 5% X \$2,088,988.87 Work Completed..... \$ 104,449.44
 b. 5% X _____ Stored Material..... \$ _____
 c. Less Total Retainage Released Early..... \$ _____
 d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 104,449.44
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,984,539.43
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,971,008.55
 8. AMOUNT DUE THIS APPLICATION..... \$ 13,530.88
 9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ 39,580.40

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

By:  Date: 1-27-14

Payment of: \$ 13,530.88
 (Line 8 or other - attach explanation of the other amount)
 Is recommended by: _____ (Engineer) _____ (Date)
 Payment of: \$ 13,530.88
 (Line 8 or other - attach explanation of the other amount)
 Is approved by: _____ (Owner) _____ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

For (contract): SE Main Street Improvements
 Contractor: Absolute Concrete Construction

Contractor's Application

Owner's Proj. No.: 1005-03M
 Engineer's Proj. No.: 1005-03M
 Application Number: 8
 Application Date: 2/11/2014

A		B				C		D	E	F		G
Bid Item No.	Item Description	Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Estimated Quantity Installed	Value	Materials Previously Shared (net to C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Finish (B - F)
1.01	MOBILIZATION	1		1	\$60,267.47	\$60,267.47	1	\$60,267.47		\$60,267.47	100.0%	
1.02	TRAFFIC CONTROL & STAGING	1		1	\$8,300.00	\$8,300.00	1	\$8,300.00		\$8,300.00	100.0%	
1.03	CHANGEABLE MESSAGE SIGN, PORTABLE	12		12	\$73.00	\$876.00	7	\$525.00		\$525.00	58.3%	\$375.00
1.04	REMOVAL AND REPLACEMENT OF MAILBOX	1		1	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.0%	
1.05	TEMPORARY MAILBOXES	1		1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
1.06	REMOVAL OF SIGNS	1		1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$1,500.00	100.0%	
1.07	REMOVALS, MISCELLANEOUS	1		1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
2.01	CLEARING AND GRUBBING	1		1	\$25,000.00	\$25,000.00	1	\$25,000.00		\$25,000.00	100.0%	
2.02	TOPSOIL, FURNISH AND SPREAD	717		717	\$45.00	\$32,265.00	5202	\$32,265.00		\$32,265.00	100.0%	
2.03	EXCAVATION, CLASS 10	5,040	37	5,077	\$18.75	\$95,191.75	5202	\$95,191.75		\$95,191.75	102.5%	-\$2,343.25
2.04	SUBGRADE PREPARATION, 8-INCH	13,847	335	14,202	\$13.06564	\$190,686.72	13868	\$190,686.72		\$190,686.72	102.4%	-\$1,242.16
2.05	MODIFIED SUBBASE, 6-INCH	10,666	2,876	13,542	\$8.54	\$98,856.68	13868	\$98,856.68		\$98,856.68	102.4%	-\$1,242.16
2.06	TEMPORARY ROCK	200		200	\$37.0000	\$7,400.00	200	\$7,400.00		\$7,400.00	100.0%	
2.07	REMOVAL OF STRUCTURE, EXISTING STORM SEWER STRUCTURE	8		8	\$2,800.00	\$22,400.00	11	\$3,850.00		\$3,850.00	137.5%	-\$1,050.00
2.08	REMOVAL OF PIPE, EXISTING STORM SEWER	265		265	\$2,385.00	\$631,925.00	267	\$2,403.00		\$2,403.00	100.8%	-\$18.00
2.09	ABANDONMENT OF EXISTING WATER MAIN	1		1	\$5,800.00	\$5,800.00	1	\$5,800.00		\$5,800.00	100.0%	
3.01	TRENCH FOUNDATION	200		200	\$27.50	\$5,500.00	667	\$5,669.50		\$5,669.50	333.5%	\$4,700.00
4.01	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200		200	\$8.50	\$1,700.00	1462	\$16,943.50		\$16,943.50	116.0%	-\$1,849.50
4.02	STORM SEWER, POROUS BACKFILL MATERIAL	1,235		1,235	\$11.75	\$14,511.25	1462	\$16,943.50		\$16,943.50	116.0%	-\$1,849.50
4.03	STORM SEWER, TRENCHED, PVC OR RCP, 18-INCH	373		373	\$10,910.25	\$4,069,522.50	373	\$10,910.25		\$10,910.25	100.0%	
4.04	STORM SEWER, TRENCHED, RCP, 15-INCH	1,567		1,567	\$28.00	\$43,876.00	1,567	\$43,876.00		\$43,876.00	100.0%	
4.05	STORM SEWER, TRENCHED, RCP, 18-INCH	12		12	\$696.00	\$8,352.00	12	\$8,352.00		\$8,352.00	100.0%	
4.06	STORM SEWER, TRENCHED, RCP, 24-INCH	913		913	\$33,781.00	\$30,925,053.00	913	\$33,781.00		\$33,781.00	100.0%	
4.07	REPLACEMENT OF STORM SEWER, RCP, 36-INCH	217		217	\$11,935.00	\$2,591,802.50	217	\$2,591,802.50		\$2,591,802.50	100.0%	
4.08	STORM SEWER, TRENCHED, PVC, 8-INCH	91		91	\$5,915.00	\$538,365.00	178	\$12,282.00		\$12,282.00	100.0%	
4.09	STORM SEWER, TRENCHED, PVC, 8-INCH, DUAL WALL	146		146	\$30.00	\$4,380.00	179	\$5,370.00		\$5,370.00	122.6%	\$5,915.00
4.10	SANITARY SEWER SERVICE REPLACEMENT	1,380		1,380	\$32.00	\$44,160.00	1,484	\$47,488.00		\$47,488.00	107.5%	-\$990.00
4.11	SANITARY SEWER SERVICE CONNECTION	35		35	\$1,765.00	\$61,775.00	38	\$67,070.00		\$67,070.00	108.6%	-\$1,295.00
4.12	SANITARY SEWER SERVICE LOWERING	4		4	\$1,415.00	\$5,660.00	1	\$1,415.00		\$1,415.00	25.0%	\$4,245.00
4.13	SANITARY SEWER CLEANOUT	4		4	\$480.00	\$1,920.00	3	\$1,440.00		\$1,440.00	75.0%	\$480.00
4.14	EXISTING TILE INVESTIGATION	1		1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
4.15	PIPE APPROX. CONCRETE, 36-INCH	1		1	\$1,892.00	\$1,892.00	1	\$1,892.00		\$1,892.00	100.0%	
4.16	SUBDRAIN, 6-INCH	201		201	\$3,913.00	\$786,513.00	254	\$4,602.00		\$4,602.00	117.6%	-\$609.00
4.17	SUBDRAIN CLEANOUT, 8-INCH DIAMETER	4		4	\$273.20	\$1,093.20	4	\$1,492.80		\$1,492.80	100.0%	
4.18	STORM SEWER SERVICE, 4-INCH	150		150	\$28.00	\$4,200.00	99	\$2,574.00		\$2,574.00	66.0%	\$1,336.00
4.19	SUMP LINE, 2-INCH	80		80	\$28.00	\$2,240.00	80	\$2,240.00		\$2,240.00	100.0%	

Progress Estimate

For (contract): SE Main Street Improvements
 Contractor: Absolute Concrete Construction

Contractor's Application

Owner's Proj. No.: 1005-0314
 Engineer's Proj. No.: 1005-0314
 Application Number: 8
 Application Date: 2/11/2014

A		B			C		D		E		F		G	
Bid Item No.	Item Description	Bid Quantity	Quantity Change (by Change Order)	Total Quantity	Unit Price	Extended Price	Estimated Quantity Installed	Value	Materials Presently Stored (net in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance to Flush (G - F)		
5.01	WATER MAIN CONNECTIONS	2		2	\$2,475.00	\$4,950.00	2	\$4,950.00		\$4,950.00	100.0%	\$2,750.00		
5.02	WATER MAIN CONNECTIONS, SIDE STREETS	5		5	\$1,110.00	\$5,550.00	5	\$5,550.00		\$5,550.00	100.0%	\$-1,700.00		
5.03	TEMPORARY WATER SERVICE	1		1	\$2,750.00	\$2,750.00	1	\$2,750.00		\$2,750.00	100.0%	\$-1,080.00		
5.04	WATER MAIN, TRENCHED, PVC OR DIP, 6-INCH	270		270	\$17.00	\$4,590.00	288	\$4,896.00		\$4,896.00	101.6%	\$-1,080.00		
5.05	WATER MAIN, TRENCHED, PVC OR DIP, 8-INCH	1,837		1,837	\$24.00	\$44,088.00	1,002	\$24,048.00		\$24,048.00	100.0%	\$-4,400.00		
5.06	GATE VALVE, 6-INCH	7		7	\$795.00	\$5,565.00	1	\$795.00		\$795.00	15.7%	\$1,550.00		
5.07	GATE VALVE, 8-INCH	1		1	\$1,100.00	\$1,100.00	11	\$12,100.00		\$12,100.00	100.0%	\$-4,400.00		
5.08	WATER MAIN LOWERING	1		1	\$1,550.00	\$1,550.00	823	\$11,522.00		\$11,522.00	94.2%	\$714.00		
5.09	WATER SERVICE PIPE, 3/4" COPPER	874	-86	788	\$14.00	\$11,032.00						\$775.00		
5.10	WATER SERVICE PIPE, 2" COPPER	25		25	\$33.00	\$825.00						\$-1,070.00		
5.11	WATER SERVICE HARDWARE	20	-2	18	\$1,070.00	\$19,260.00	27	\$28,890.00		\$28,890.00	101.8%	\$1,270.00		
5.12	WATER SERVICE TRANSFER	4		4	\$1,270.00	\$5,080.00	3	\$3,810.00		\$3,810.00	75.0%	\$1,270.00		
5.13	FIRE HYDRANT ASSEMBLY, 7 1/2"-501	3		3	\$2,665.00	\$7,995.00	6	\$20,970.00		\$20,970.00	100.0%	\$-3,495.00		
5.14	REMOVE AND SALVAGE FIRE HYDRANT	1		1	\$750.00	\$750.00	4	\$3,000.00		\$3,000.00	100.0%	\$-2,250.00		
5.15	WATER MAIN TESTING	1		1	\$1,850.00	\$1,850.00	1	\$1,850.00		\$1,850.00	100.0%			
6.01	STORM SEWER MANHOLE, SW, 40", 48-INCH	4		4	\$7,918.00	\$31,672.00	4	\$31,672.00		\$31,672.00	100.0%			
6.02	STORM SEWER MANHOLE, SW, 40", 60-INCH	4		4	\$2,665.00	\$10,660.00	4	\$10,660.00		\$10,660.00	100.0%			
6.03	INTAKE, SW-501	5		5	\$2,502.50	\$12,512.50	6	\$30,899.00		\$30,899.00	100.0%			
6.04	INTAKE, SW-502	3		3	\$1,350.00	\$4,050.00	3	\$4,050.00		\$4,050.00	100.0%			
6.05	INTAKE, SW-511	9		9	\$1,200.00	\$10,800.00	0	\$11,040.00		\$11,040.00	88.9%	\$1,380.00		
6.06	INTAKE, SW-512, 24-INCH DIA.	3		3	\$3,900.00	\$11,700.00	0	\$3,900.00		\$3,900.00	100.0%			
6.07	INTAKE, SW-512, 30-INCH DIA.	3		3	\$1,500.00	\$4,500.00	3	\$4,605.00		\$4,605.00	100.0%			
6.08	INTAKE, SW-512, 36-INCH DIA.	3		3	\$1,255.00	\$3,765.00	3	\$3,265.00		\$3,265.00	100.0%			
6.09	INTAKE, SW-513	1		1	\$1,920.00	\$1,920.00	1	\$1,920.00		\$1,920.00	100.0%			
6.10	REMOVE & REPLACE BRICK CONC ON BLOCK MANHOLE	6		6	\$1,475.00	\$8,850.00	6	\$20,850.00		\$20,850.00	100.0%			
6.11	CONNECTION TO EXISTING INTAKE	1		1	\$1,825.00	\$1,825.00	3	\$5,475.00		\$5,475.00	100.0%			
7.01	PAVING, MARLINE, 7-INCH PCC	10,804		10,804	\$40.75	\$439,652.00	14,412	\$453,627.00		\$453,627.00	105.3%	\$-22,975.50		
7.02	PCC PAVEMENT SAMPLES AND TESTING	1		1	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%			
7.03	REMOVAL OF PAVEMENT, MARLINE	10,263		10,263	\$63.176.00	\$648,176.00	10,255	\$65,130.00		\$65,130.00	102.8%	\$-1,752.00		
7.04	REMOVAL OF PAVEMENT, SIDEWALK/ALLEY/DRIVEWAY	4,289		4,289	\$15,011.50	\$64,215.00	4,625	\$16,187.50		\$16,187.50	107.8%	\$-1,176.00		
7.05	REMOVAL OF PAINT MARKINGS	10		10	\$577.50	\$5,775.00	10	\$577.50		\$577.50	100.0%			
7.06	SIDEWALK, PCC, 6-INCH	1,375	18	1,393	\$39,187.50	\$54,510.00	1,361	\$39,788.50		\$39,788.50	99.0%	\$399.00		
7.07	SIDEWALK, PCC, 6-INCH, STREETScape	1,332		1,332	\$43,956.00	\$58,466.00	1,411	\$61,563.00		\$61,563.00	105.9%	\$-2,607.00		
7.08	SIDEWALK, PCC, 6-INCH, INTEGRAL	107		107	\$4,761.50	\$509.00	87	\$3,871.50		\$3,871.50	81.3%	\$990.00		
7.09	SIDEWALK, PCC, 6-INCH, COLORED	300		300	\$13,350.00	\$4,005.00	204	\$2,638.00		\$2,638.00	94.7%	\$712.00		
7.10	SIDEWALK, PCC, 6-INCH, COLORED & STAMPED	91		91	\$5,551.00	\$505.10	84	\$5,124.00		\$5,124.00	92.3%	\$427.00		
7.11	CURB RAMP & CONCERN PAD (COLORED)	313		313	\$15,650.00	\$4,897.50	365	\$18,250.00		\$18,250.00	116.4%	\$-2,600.00		
7.12	DETECTABLE WARNING	342		342	\$11,457.00	\$3,918.00	410	\$13,735.00		\$13,735.00	119.9%			
7.13	BRICK PAVEMENT SIDEWALK INSETS	144		144	\$1,800.00	\$2,592.00	144	\$1,800.00		\$1,800.00	100.0%	\$150.00		
7.14	LANDSCAPE EDGER, PCC, 12-INCH x 12-INCH	400		400	\$9,600.00	\$3,840.00	480	\$9,600.00		\$9,600.00	100.0%			
7.15	SIDEWALK, BEAM-CURE, 7-INCH	43		43	\$2,150.00	\$924.50	40	\$2,000.00		\$2,000.00	93.0%	\$150.00		
7.16	PAVED STEP	1		1	\$1,700.00	\$1,700.00	1	\$1,700.00		\$1,700.00	100.0%			
7.17	DRIVEWAY, PAVED, PCC, 6-INCH	1,489	311	1,800	\$75,194.50	\$135,344.50	2,090	\$105,945.00		\$105,945.00	140.4%	\$-30,350.50		
7.18	PARKING LOT, PAVED, PCC, 6-INCH	2,958		2,958	\$88,740.00	\$262,002.00	2,956	\$86,880.00		\$86,880.00	97.9%	\$1,860.00		
7.19	PCC FULL DEPTH PATCH	121		121	\$9,972.00	\$1,206.60	163	\$13,365.00		\$13,365.00	134.7%	\$-3,444.00		
7.20	CLASS A ROADSTONE	30		30	\$600.00	\$18,000.00	30	\$600.00		\$600.00	100.0%			
7.21	TYPE A SIGNS, SHEET ALUMINUM	150		150	\$20.00	\$3,000.00	150	\$3,700.00		\$3,700.00	100.0%			
7.22	SIGN POST	32		32	\$315.00	\$10,080.00	32	\$10,080.00		\$10,080.00	100.0%			
7.23	PAINTED SYMBOL MARKING, WATERBORNE OR SOLVENT-BASED	124	121	124	\$78.75	\$9,765.00	56	\$9,860.29		\$9,860.29	44.7%	\$5,450.29		
7.24	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	11		11	\$34.50	\$379.50	10	\$94.50		\$94.50	90.9%	\$94.50		
7.25	GROOVES CUT FOR PAVEMENT MARKINGS	124		124	\$16,926.00	\$2,098.82	5,12	\$698.08		\$698.08	4.1%	\$16,227.12		
7.26	GROOVES CUT FOR SYMBOLS AND LEGENDS	11		11	\$105.00	\$1,155.00						\$1,155.00		

Progress Estimate

For (contract): SE Main Street Improvements
 Contractor: Absolute Concrete Construction

Contractor's Application

Owner's Proj. No.: 1005-03M
 Engineer's Proj. No.: 1005-03M
 Application Number: 8
 Application Date: 2/11/2014

A		B				C		D	E	F		G
Bid Item No.	Item Description	Bid Quantity	Quantity Changes (By Change Order)	Total Quantity	Unit Price	Extended Price	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored Date (D + E)	% (F/B)	Balance to Finish (G - F)
9.01	DECORATIVE FENCING	84	-84		\$28.00	\$19,140.00	590	\$19,470.00		\$19,470.00	101.7%	-\$330.00
9.02	SOD	825		825	\$33.00	\$27,225.00	868	\$28,416.00		\$28,416.00	107.6%	-\$641.00
9.03	WATER FOR SOD	15		15	\$75.00	\$1,125.00	31	\$1,500.00		\$1,500.00	206.7%	-\$400.00
9.04	PP RAP, CLASS E FLEVEMENT	2		2	\$900.00	\$1,800.00	1,167	\$2,850.00		\$2,850.00	158.4%	-\$1,050.00
9.05	EROSION CONTROL MULCHING, HYDROMULCHING	50		50	\$150.00	\$7,500.00						\$7,500.00
9.06	EROSION CONTROL BLANKET	200		200	\$50.00	\$10,000.00						\$10,000.00
9.07	TURF REINFORCEMENT MATTING	200		200	\$100.00	\$20,000.00						\$20,000.00
9.08	SILT FENCE INSTALL & REMOVE	200		200	\$100.00	\$20,000.00						\$20,000.00
9.09	SILT FENCE CLEAN-OUT	200		200	\$100.00	\$20,000.00						\$20,000.00
9.10	FILTER SOCK	200		200	\$100.00	\$20,000.00						\$20,000.00
9.11	INTAKE PROTECTION, DROP-IN	17		17	\$2,500.00	\$42,500.00						\$42,500.00
9.12	POLE BASE, DECORATIVE	35		35	\$1,000.00	\$35,000.00						\$35,000.00
9.13	POLE BASE, 30" APC	7		7	\$1,000.00	\$7,000.00						\$7,000.00
9.14	POLE BASE, 4" APC	2		2	\$1,000.00	\$2,000.00						\$2,000.00
9.15	POLE, TYPE P1	27		27	\$1,422.00	\$38,394.00						\$38,394.00
9.16	POLE, TYPE P2	8		8	\$1,468.00	\$11,744.00						\$11,744.00
9.17	POLE, TYPE P3	7		7	\$391.00	\$2,737.00						\$2,737.00
9.18	POLE, TYPE P4	2		2	\$782.00	\$1,564.00						\$1,564.00
9.19	LIGHT FIXTURE, TYPE F1	35		35	\$47,180.00	\$1,651,300.00						\$1,651,300.00
9.20	LIGHT FIXTURE, TYPE F2	4		4	\$2,968.00	\$11,872.00						\$11,872.00
9.21	LIGHT FIXTURE, TYPE F3	2		2	\$1,454.00	\$2,908.00						\$2,908.00
9.22	LIGHT FIXTURE, TYPE F4	3		3	\$550.00	\$1,650.00						\$1,650.00
9.23	LIGHT FIXTURE, TYPE F5	1		1	\$345.00	\$345.00						\$345.00
9.24	ELECTRIC CONTROL PEDESTAL	1		1	\$8,000.00	\$8,000.00						\$8,000.00
9.25	12"X18" PULL BOX	3		3	\$1,500.00	\$4,500.00						\$4,500.00
9.26	TRENCH	1,250	895	2,145	\$1.50	\$3,217.50	3945	\$5,917.50		\$5,917.50	100.0%	
9.27	CONDUIT IN TRENCH, SCHEDULE 40 PVC, 1" DIA.	1,860	245	2,105	\$2.76	\$5,809.80	1,005	\$2,794.80		\$2,794.80	84.4%	-\$3,015.00
9.28	CONDUIT IN TRENCH, SCHEDULE 40 PVC, 1 1/2" DIA.	1,860	500	2,360	\$4.27	\$10,076.20	1,490	\$6,362.30		\$6,362.30	100.0%	
9.29	CONDUIT IN TRENCH, SCHEDULE 40 PVC, 2" DIA.	790	350	1,140	\$5.58	\$6,361.20	1,140	\$6,361.20		\$6,361.20	100.0%	
9.30	CONDUIT BORED, SCHEDULE 80 PVC, 1 1/2" DIA.	320	-345		\$9.00	\$2,880.00	75	\$675.00		\$675.00	100.0%	
9.31	CONDUIT BORED, SCHEDULE 80 PVC, 1 1/2" DIA.	100	-100		\$9.00	\$900.00						
9.32	CONDUIT BORED, SCHEDULE 80 PVC, 2 1/2" DIA.	350	-350		\$9.00	\$3,150.00						
9.33	CONDUIT BORED, SCHEDULE 80 PVC, 2 1/2" DIA.	80	-80		\$9.00	\$720.00						
9.34	CABLE 1/2" #6 AWG, 600 VOLT	13,860		13,860	\$2.90	\$40,194.00						\$40,194.00
9.35	CABLE 1/2" #8 AWG, 600 VOLT	2,070		2,070	\$1.60	\$3,312.00						\$3,312.00
9.36	CABLE 1/2" #10 AWG, 600 VOLT	17,980		17,980	\$1.10	\$19,778.00						\$19,778.00
9.37	ELECTRIC SERVICE TO ELECTRICAL CONTROL PEDESTAL	1		1	\$1,625.00	\$1,625.00						\$1,625.00
9.38	ROOF CIRCUIT TO EXISTING BUILDING	1		1	\$721.00	\$721.00						\$721.00
CO0.1	DELETE FILTER FABRIC FOR ITEM 4.01		1,050	1,050	(\$2.15)	(\$22,575.00)						-\$22,575.00
CO0.2	JUNIOR EXTRA WORK ITEMS		1	1	\$2,519.00	\$2,519.00						\$2,519.00
CO0.3	WATER SERVICE PIPE, 1" COPPER		76	76	\$16.00	\$1,216.00						\$1,216.00
CO0.4	WATER SERVICE MARDWARE, 1"		1	1	\$1,205.00	\$1,205.00						\$1,205.00
CO0.5	WATER SERVICE PIPE, 4" PVC		52	52	\$30.05	\$1,562.60						\$1,562.60
CO0.6	GATE VALVE, 4-INCH		2	2	\$1,017.50	\$2,035.00						\$2,035.00
CO0.7	WATER SERVICE FITTING, 4"X6" TEE		2	2	\$880.00	\$1,760.00						\$1,760.00
CO0.8	CONDUIT IN TRENCH, SCHEDULE 40 PVC, 2 1/2" DIA.		80	80	\$8.80	\$704.00						\$704.00
CO0.9	HYDRANT EXTENSION		1	1	\$1,100.00	\$1,100.00						\$1,100.00
CO0.10	RETAINING TEE CREDIT		1	1	-\$236.00	-\$236.00						-\$236.00
CO0.11	4-FT TALL WHITE VINYL FENCE		84	84	\$2,940.00	\$2,496.00						-\$450.00
Totals												
								\$2,088,988.87		\$2,088,988.87	103.2%	-\$4,869.04

Julie Engstrom

300 NE Jacob St. • Grimes, IA 50111
Phone: 515-986-4309

Date: December 30, 2013
Grimes City Council
101 NE Harvey Street
Grimes, IA 50111

To the Grimes City Council:

For the third time, I come before the City Council asking for the closure of an alley between 300 NE Jacob St and 308 NE Jacob St. In addition to the issues described on previous occasions (and reiterated below), I would like to describe an incident demonstrating this alley's dangerous potential.

On Thursday night, December 26, my husband Rod was sitting in our living room when he heard something outside. At first thinking the sound was ice falling from the roof, it quickly became clear that he had heard glass breaking. He found that our window facing the alley had been shot out. He phoned 911, then running outside he discovered the damage had been much more serious. Our daughter's 2011 Honda CRV had been shot at least five times, and our house had been shot several times, including our window which had been broken—all of which had the copper BBs stuck in and around the damage. The perpetrators had been hidden in the alley hiding between landscaping, taking pot shots at our home, and receding into its cover when my husband came outside to inspect the damage. Upon investigating our complaint, the sheriff pointed to the alley, unlit and in shadow, as the perfect access point to damage our properties while providing exceptional cover to escape unnoticed.

Our neighbors at 308 NE Jacob St on the other side of the alley told us that they thought someone had set off fireworks, and it is telling that they have become so use to the abuse of the alley's presence and the general hooliganism it encourages that they felt comfortable ignoring the disturbance, dismissing it as more petty trespass. As we have explained to the city council before, the alley seems to be conducive to vandalism, trespass, and dangerous activities including but not limited to spinning tires throwing gravel damaging our properties, dangerous degrees of speeding with young children present, loitering, and peeping. This most recent occurrence, however, has come at high expense while causing physical damage to our home and personal property. We are going to have to replace our window for \$350.00; our daughter had to pay \$370.00 to have her car window replaced; and her car doors will cost as much as \$500.00 to remove the numerous dents and fix the paint. In sum, this latest incident may cost our family in excess of \$1,000.00.

The city has closed many alleys throughout its jurisdiction, and this alley should join them. We have spoken with all property owners adjacent to the alley, and we are in agreement that this alley has become at best a nuisance and much more commonly a danger for our properties. For the safety and quiet enjoyment of our neighborhood, we request that you shut down this alley.

Sincerely,

Rod and Julie Engstrom



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

February 6, 2014

City of Grimes
Attn: Mayor Tom Armstrong and Fellow City Council Members
101 N. Harvey Street
Grimes, Iowa 50111

RE: Glenstone Park Phase 1 Improvements Bid Letting

Dear Mayor Armstrong and Fellow Pella City Council Members:

Six (6) bids were received on February 5, 2014 for the Glenstone Park Phase 1 Improvements project for the City of Grimes. Edge Commercial of Grimes was the low bidder with a Base Bid amount of \$154,900.00.

Informalities and irregularities in the Base Bids consisted of the following:

Edge Commercial

1. Statement of Bidder Qualifications was not included with the proposal.
2. Bid security was not included with the emailed submittal.

On the morning of the bid opening, February 5, it was decided by Joe McAreavy, John Gade, and me that because of the weather and road conditions, bids would be accepted by fax or email. The following email was sent out to the plan holders:

"Due to the weather and road conditions, it has been decided that bids may be faxed and/or e-mailed in today. Faxed or e-mailed bids must be received by 10:00 AM. If the low bidder has submitted by fax or e-mail, said bidder will be notified to mail or bring in their original documents when conditions allow. Bids can be faxed to 515-986-3846 Attn: Joe McAreavy, or e-mailed to jmcareavy@ci.grimes.ia.us."

Edge Commercial understood that to mean that the original bid security documents would be required only when the low bidder was called to bring in originals. I called after the bid opening and they immediately emailed copies of the bid security.

Joiner Construction, KE Builders,

1. Statement of Bidder Qualifications was not included with the proposal.

MPS Engineers

1. Statement of Bidder Qualifications was not included with the proposal.
2. Addendum #4 was not acknowledged.

Edge Commercial has since supplied the above noted items to satisfactorily complete its bid. Civil Design Advantage (CDA) has evaluated Edge Commercial's bid and has determined the bid is complete and that the proposed contract price is fair and reasonable.

CDA recommends that the City of Grimes waive the above mentioned informalities and irregularities and award the construction contract, comprised of the Base Bid to Edge Commercial. The total construction contract would therefore consist of the Base Bid amount of \$154,900. This award should be subject to submittal of acceptable contracts, bonds and insurance by Edge Commercial.

We have enclosed a copy of the bid tabulation for your reference. If you have any questions or wish to discuss anything further, please do not hesitate to contact our office.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

A handwritten signature in black ink, appearing to read 'Bob Gibson', with a long horizontal flourish extending to the right.

Bob Gibson, RLA

Copy: Joe McAreavy, Public Works Director, City of Grimes

Tabulation of Bids

Owner: City of Grimes
Project: Glenstone Park Phase 1
Bid Date & Time: February 5, 2014
Location: Grimes City Hall
COA Project No: 1305.191



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Robert R. Gibson

NAME AND ADDRESS OF BIDDER	Engineer's Cost Opinion	Edge Commercial 3155 5E Mieha Dr. Suite 2 Grimes, IA 50111	Joiner Construction 11996 490th Street Plano, IA 52581	MPS Engineers 1444 Illinois Street Des Moines, IA 50314
BID SECURITY		N	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #1		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #2		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #3		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #4		Y	Y	N
STATEMENT OF BIDDER QUALIFICATIONS		N	N	N
ITEM DESCRIPTION	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
Base Bid	\$157,000.00	\$154,900.00	\$171,535.00	\$172,499.00
Alternate #1	\$28,600.00	\$24,525.00	\$32,500.00	\$31,000.00
Alternate #2	\$29,000.00	\$37,730.00	\$39,625.00	\$30,000.00
Total Base Bid and Alternates		\$217,155.00	\$243,660.00	\$233,499.00

NAME AND ADDRESS OF BIDDER		Elder Corporation 5088 E. University Ave. Des Moines, IA 50327	KE Builders, LLC 1133 155th Street Boone, IA 50036	Brocon Services, LLC 6220 NW Beaver Drive Johnston, IA 50131
BID SECURITY		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #1		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #2		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #3		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDUM #4		Y	Y	Y
STATEMENT OF BIDDER QUALIFICATIONS		Y	N	Y
ITEM DESCRIPTION	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
Base Bid	\$157,000.00	\$180,000.00	\$183,000.00	\$214,000.00
Alternate #1	\$28,600.00	\$30,000.00	\$42,000.00	\$34,000.00
Alternate #2	\$29,000.00	\$35,000.00	\$29,600.00	\$52,000.00
Total Base Bid and Alternates		\$245,000.00	\$254,600.00	\$300,000.00



*Real estate.
Results.*

January 27, 2014

Honorable Mayor and City Council Members
c/o Kelley Brown, City Administrator
City of Grimes
101 N. Harvey Street
Grimes, Iowa 50111

Re: Prairie Business Park
Rezoning Request

Honorable Mayor and City Council Members:

On behalf of Stang Property, LLC, we respectfully request rezoning of 15.71 acres that front on James Street (see attached exhibit), which are currently zoned A-1 Agricultural district and we ask that said property be rezoned M-1A Commercial and Limited Light Industrial with restrictions not allowing metal buildings or outdoor storage (and consistent with the zoning of the balance of the land owned by Stang Property, LLC). We would like this request placed on the 2/11/14 City Council agenda for recommendation to the Planning and Zoning Commission at their March 4th meeting.

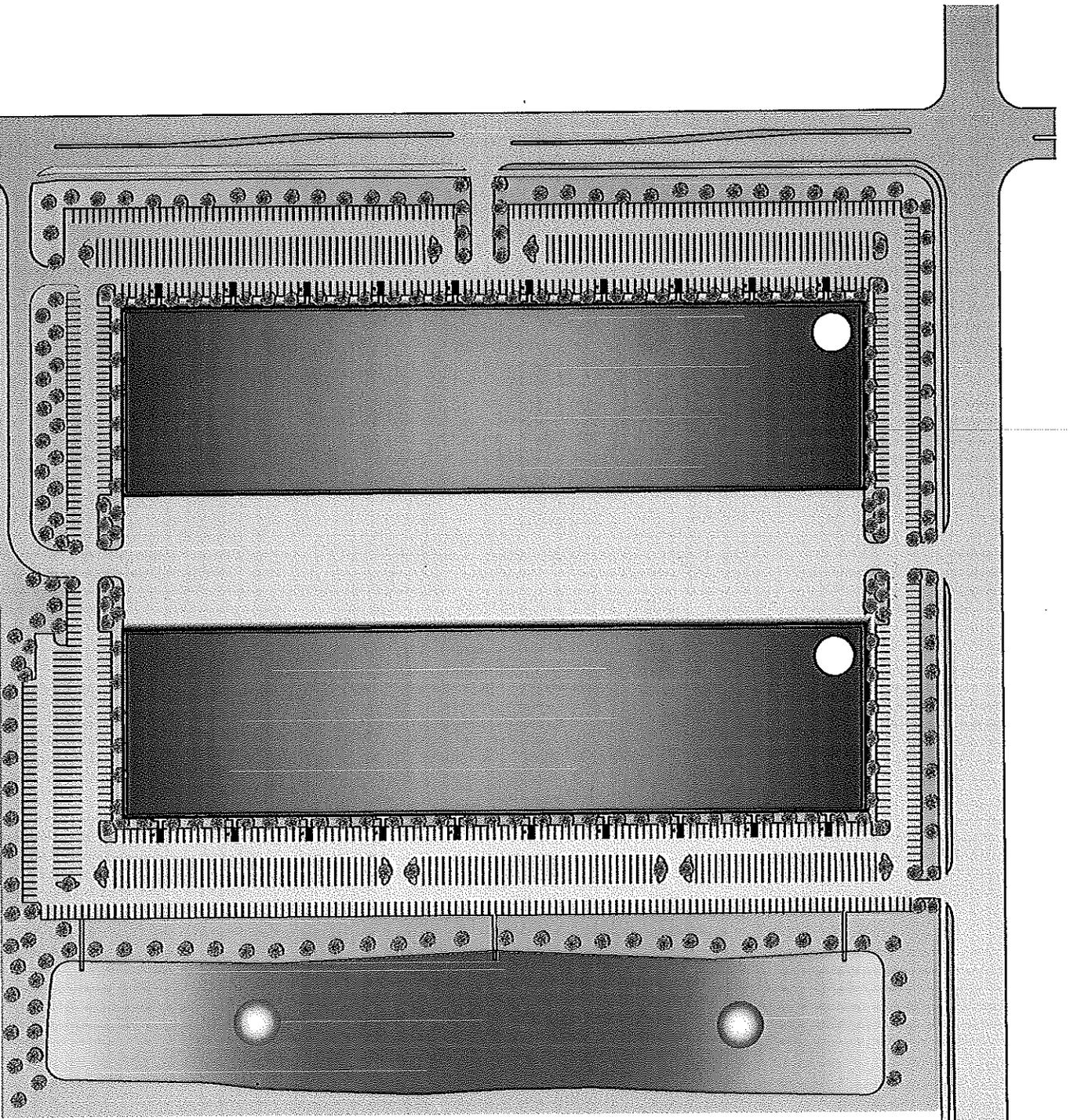
Sincerely,

Development Services Corp.,

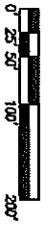
A handwritten signature in black ink, appearing to read 'Tom Rupprecht'.

Tom Rupprecht,
President
c/o R&R Realty Group
1225 Jordan Creek Parkway
Suite 200
West Des Moines, Iowa 50266

Cc
Duane Lass
Kirkham Michael



BUILDING	AREA	TYPE
1	250,000 S.F.	OFFICE/ WAREHOUI
2	250,000 S.F.	OFFICE/ WAREHOUI



PRAIRIE BUSINESS PARK

OFFICE PARK ♦ WAREHOUSE SPACE

January 20, 2014

Chad Billings

Engineering Resource Group
2413 Grand Avenue
Des Moines, IA 50312

Bridge Creek Preliminary Plat 5 - Review Comments

FOX Ref No: 8630-07A.215

FOX Engineering with assistance from City Staff has completed the first review for Bridge Creek Preliminary Plat 5 as dated January 10, 2014. Please address the following comments:

1. Please change "NW 128th Street" to "N. James Street" on the vicinity map.
2. Please update the vicinity map to include the new subdivisions in the area including Chevalia Valley, Chavalia Trace, James Pointe, etc.
3. 166.08.07, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan and have the following comments:
 - a. Please provide a note that detention is not required for this plat as it is accounted for in an existing detention base provided in Lots 2A and 3A of Plat 3.
4. 166.08.07, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan and have the following comments:
 - a. Plat 4 provided a cleanout east of the existing paving. Please connect directly to the end of pipe at this location or show paving removals to the existing manhole (if it is your intent to remove and replace sanitary sewer to said manhole).
5. 166.08.07, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan and we have no further comments.
6. 166.08.07, FOX Engineering has reviewed the proposed major streets within this development in relation to the Comprehensive Plan and have the following comments:
 - a. Please show the jointing plan on the typical cross section. Please match what was done for Plat 4.
7. 166.08.07, FOX Engineering has reviewed the proposed bike paths and sidewalks within this development in relation to the Comprehensive Plan and we have no further comments.
8. It appears that this development is affected by the 1,000-foot separation from the wastewater treatment plant. The lots that are affected should be listed on the preliminary & final plat as such. In addition, during the final plating, please provide the appropriate documentation to the City Attorney in regard to these lots waiving this requirement. In addition, please clearly label the location of WWTP effluent discharge location. Former Bridge Creek Plats had the same requirement.
9. Parkland fees shall be paid by the developer per the developer's agreement at the time of final plat approval.

PRELIMINARY PLAT REVIEW SCHEDULE:

PLANNING & ZONING: February 4, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: February 11, 2014 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact Mitch Holtz at (515) 233-0000. The City reserves the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes

Fax (515) 986-3846



January 29, 2014

Emily Harding, P.E.
Civil Design Advantage
3405 Crossroads Drive, Suite G
Grimes, IA 50111

Brooke Ridge West – Preliminary Plat / Final Development Plan
FOX Ref No: 8630-13G.210

FOX Engineering and City Staff has completed the second review for Brooke Ridge Preliminary Plat / Final Development Plan dated January 29, 2014. Please address the following comments:

1. 166.08.07, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan and have the following comments:
 - a. Stormwater Management Plan that has been submitted as part of the Preliminary Plat for Brooke Ridge Plat 1 is considered acceptable for the purposes of approving the Preliminary Plat. FOX Engineering will conduct a full review of the stormwater management plan once construction plans are submitted.
2. 166.08.07, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan and have no further comments.
3. 166.08.07, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan and have no further comments.
4. 166.08.07, FOX Engineering has reviewed the proposed major streets within this development in relation to the Comprehensive Plan and have no further comments.
5. 166.08.07, FOX Engineering has reviewed the proposed sidewalks, trails, and parkland within this development in relation to the Comprehensive Plan and have no further comments.
6. Please have the engineer sign the plans.

PRELIMINARY PLAT SCHEDULE:

PLANNING & ZONING: February 4, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: February 11, 2014 at 5:30 at the Grimes City Hall

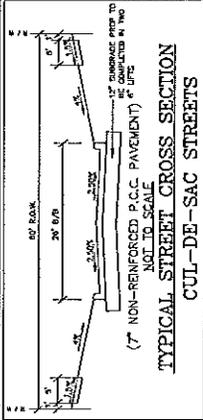
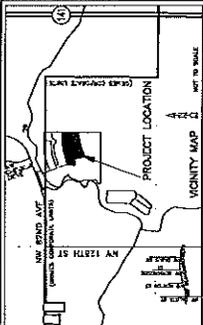
If you have any questions or concerns, please contact John Gade at (515) 233-0000. The City reserves the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.

Mitch Holtz

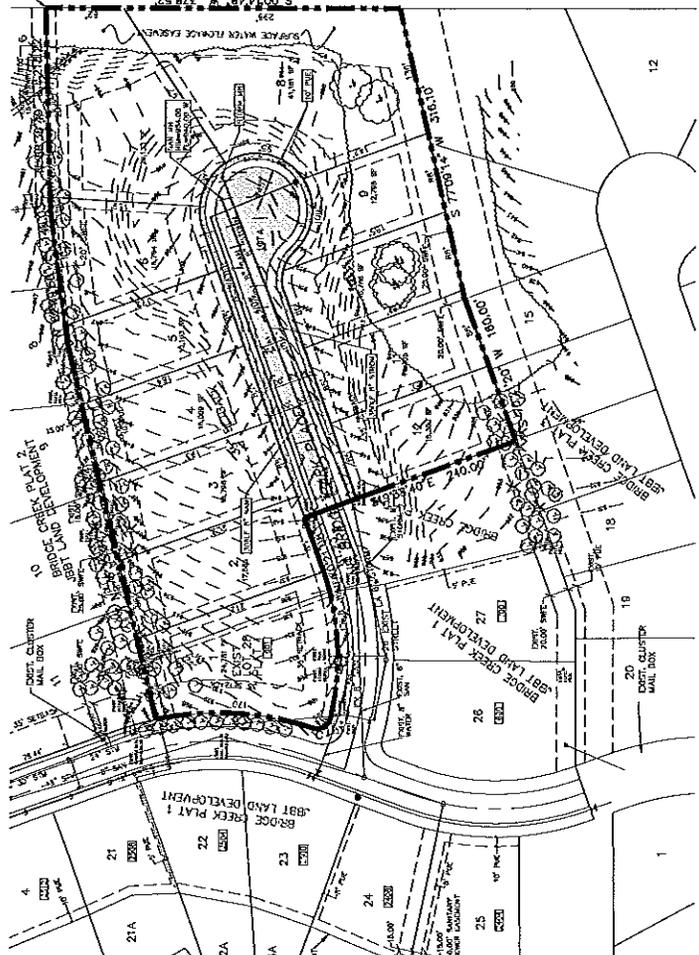
Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes



BRIDGE CREEK PLAT 5
PRELIMINARY PLAT

NOTE:
THE LOCATION OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PLANS RECORDS. THE EXACT LOCATION AND DEPTH OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES INDICATED ON THE PLANS BY FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES OR OTHER FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS THAT MAY BE CAUSED BY THE PROJECT.

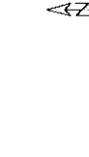


NOTE:
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2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF GRIMM, IOWA, AND THE IOWA DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IOWA DEPARTMENT OF TRANSPORTATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IOWA DEPARTMENT OF TRANSPORTATION.
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13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IOWA DEPARTMENT OF TRANSPORTATION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE IOWA DEPARTMENT OF TRANSPORTATION.

CURVE DATA

STATIONING	CHORD BEARING	CHORD LENGTH	CHORD CURVE
1+00.00	N 89° 59' 54" W	100.00	100.00
2+00.00	N 89° 59' 54" W	100.00	100.00
3+00.00	N 89° 59' 54" W	100.00	100.00
4+00.00	N 89° 59' 54" W	100.00	100.00
5+00.00	N 89° 59' 54" W	100.00	100.00
6+00.00	N 89° 59' 54" W	100.00	100.00
7+00.00	N 89° 59' 54" W	100.00	100.00
8+00.00	N 89° 59' 54" W	100.00	100.00
9+00.00	N 89° 59' 54" W	100.00	100.00
10+00.00	N 89° 59' 54" W	100.00	100.00
11+00.00	N 89° 59' 54" W	100.00	100.00
12+00.00	N 89° 59' 54" W	100.00	100.00
13+00.00	N 89° 59' 54" W	100.00	100.00
14+00.00	N 89° 59' 54" W	100.00	100.00
15+00.00	N 89° 59' 54" W	100.00	100.00
16+00.00	N 89° 59' 54" W	100.00	100.00
17+00.00	N 89° 59' 54" W	100.00	100.00
18+00.00	N 89° 59' 54" W	100.00	100.00
19+00.00	N 89° 59' 54" W	100.00	100.00
20+00.00	N 89° 59' 54" W	100.00	100.00
21+00.00	N 89° 59' 54" W	100.00	100.00
22+00.00	N 89° 59' 54" W	100.00	100.00
23+00.00	N 89° 59' 54" W	100.00	100.00
24+00.00	N 89° 59' 54" W	100.00	100.00
25+00.00	N 89° 59' 54" W	100.00	100.00
26+00.00	N 89° 59' 54" W	100.00	100.00

BENCHMARK
1. CON-ON - BURY BOLT ON PI AT THE SW CORNER OF BRIDGE PARK PL. BETWEEN LOT 21 AND LOT 22.
2. CON-ON - BURY BOLT ON PI AT THE NORTH END OF BRIDGE PARK PL. BETWEEN LOT 21 AND END OF ROAD.



UNIVERSITY OF IOWA
SURVEYING
REGISTERED PROFESSIONAL SURVEYOR
STATE OF IOWA
No. 12345
DATE: 10/15/2024
PROJECT: BRIDGE CREEK PLAT 5

Walnut Creek Watershed Management Authority Agreement

Between Dallas County, Polk County, City of Clive, City of Dallas Center, City of Des Moines, City of Grimes, City of Johnston, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, Dallas County Soil and Water Conservation District, Polk County Soil and Water Conservation District, and the Des Moines Area Metropolitan Planning Organization.

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E as of the _____ day of _____, 2014 by and between Dallas County, Iowa; Polk County, Iowa; the City of Clive, Iowa; the City of Dallas Center, Iowa; the City of Des Moines, Iowa; the City of Grimes, Iowa; the City of Johnston, Iowa; the City of Urbandale, Iowa; the City of Waukee, Iowa; the City of West Des Moines, Iowa; the City of Windsor Heights, Iowa; the Dallas County Soil and Water Conservation District; the Polk County Soil and Water Conservation District; and, the Des Moines Area Metropolitan Planning Organization. All entities shall be referred to hereinafter as the Parties.

WHEREAS, Iowa Code section 466B of the *Code of Iowa* authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code (HUC) 8 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and,

WHEREAS, pursuant to *Code of Iowa* Section 466B.22, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority; and,

WHEREAS, the Parties deem establishment of the Walnut Creek Watershed Management Authority (hereinafter referred to as the "Authority"), a watershed management authority encompassing all of the Walnut Creek watershed, which falls within the same HUC 8 watershed, to be of mutual advantage; and,

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Authority to carry out watershed planning and improvements in the Walnut Creek Watershed.

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of Dallas and Polk are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Dallas County
801 Court Street
Adel, Iowa 50003

Polk County
111 Court Avenue
Des Moines, Iowa 50309

- 1.2 The Cities of Clive, Dallas Center, Des Moines, Grimes, Johnston, Urbandale, Waukee, West Des Moines, and Windsor Heights are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapters 364 and 372. Their respective addresses are:

City of Clive
1900 NW 114th Street
Clive, Iowa 50325

City of Dallas Center
1502 Walnut Street
Dallas Center, Iowa 50063

City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309

City of Grimes
101 N Harvey Street
Grimes, Iowa 50111

City of Johnston
6221 Merle Hay Road
Johnston, Iowa 50131

City of Urbandale
3600 86th Street
Urbandale, Iowa 50322

City of Waukee
230 W Hickman Road
Waukee, Iowa 50263

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

City of Windsor Heights
1133 66th Street
Windsor Heights, Iowa 50311

- 1.3 The Soil and Water Conservation Districts of Dallas and Polk are each a governmental division of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to *Code of Iowa* Section 161A.5(1). Their respective addresses are:

Dallas County SWCD
907 Court Street, Suite B
Adel, Iowa 50003

Polk SWCD
1513 North Ankeny Blvd. Suite 3
Ankeny, Iowa 50023-4167

- 1.4 The Des Moines Area Metropolitan Planning Organization is a formal transportation body for Greater Des Moines, carrying out the intent of 23 CFR 450. Its address is:

Des Moines Area Metropolitan Planning Organization
420 Watson Powell, Jr., Way, Suite 200
Des Moines, Iowa 50309

SECTION 2. WALNUT CREEK WATERSHED BOUNDARY.

The area within this Agreement shall be known as the Walnut Creek Watershed Boundary. At the inception of this Agreement, this Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Walnut Creek watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.22:
 - 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not have the power to acquire property by eminent domain. All interests in lands shall be held in the name of the Party wherein said lands are located.

SECTION 4. GOVERNANCE.

- 4.1 It is the intention of this Agreement that the Authority be established as an administrative agency and that the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Parties known as the Walnut Creek Watershed Management Authority Board (herein after referred to as the "Board") shall be responsible for coordinating watershed planning and improvements and executing activities directed to fulfilling the purposes of this Agreement. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Authority.
- 4.3 The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code Section 69.16A).

- 4.4 The Board will develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 12.

SECTION 6. POWERS AND DUTIES.

- 6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Authority. Each party shall be responsible for:
- 6.1.1 Identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Walnut Creek watershed boundary;
 - 6.1.2 Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
 - 6.1.3 Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
 - 6.1.4 Participating in educational/outreach programs regarding water quality and flood risks;
 - 6.1.5 Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
 - 6.1.6 Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;
 - 6.1.7 Securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective Party to be necessary or desirable to achieve the objectives of the agreement;
 - 6.1.8 Designing and bidding of projects;
 - 6.1.9 Administering contracts; and
 - 6.1.10 Observing construction.