

CITY COUNCIL MEETING
Tuesday, April 8, 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, April 8, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance. Roll Call: Present: Patterson, Altringer, Bickford, Evans Absent: Blackford

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda.

Moved by Evans, Seconded by Patterson; the agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

**Presentation from Jester Park Conservation Center on Vision IA CAT Grant – Kami Rankin
Community Outreach Supervisor a. Request for a Letter of Support and Monetary Contribution
towards a Vision IA CAT Grant - (*help to secure a Vision Iowa Grant*)**

Kami Rankin the Polk County Conservation Community Outreach Supervisor was present to ask for a letter of support and a monetary contribution towards the new Jester Park Conservation Center. Rankin stated that the Jester Park Conservation Center will become a regional destination for outdoor enthusiasts and those wishing to learn more about conservation. She added it will serve as a major hub for top notch environmental education for people of all ages. Rankin stated that \$4.5 million dollars has been secured for this facility and approximately \$2 million still needs to be raised. She added that they hope to break ground this summer or fall. Rankin stated that a Vision IA CAT grant for this Center for around \$1 million dollars had been submitted. She stated that it was presented to the CAT Board a few weeks ago and received favorable comments and some suggestions. Rankin stated that one of the suggestions from the CAT Board was to solicit letters of support and small financial contributions from local city governments. She advised that she was requesting the letter of support and a contribution of \$5,000 from the City. City Council Member Altringer advised that she remembered the City giving a contribution to the Jester Park a few years ago towards a play scape that turned out very nicely. She added that she was proud that we were able to assist with that project and supported this project too.

Moved by Patterson, Seconded by Evans: to provide a letter of support and a contribution in the amount of \$5,000 towards the Jester Park Conservation Center shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

**Proclamation Declaring the week of April 21-26 Affordable Housing Week-Polk County Housing
Trust Fund – *information about the need for safe, stable and affordable housing***

Eric Burmeister the Executive Director of the Polk County Housing Trust Fund was present to request an Affordable Housing Week proclamation. He advised he was requesting a proclamation the week of April 21-26 that is dedicated to educating the community about the importance and value of safe, stable and affordable housing in the City of Grimes and throughout Polk County.

Moved by Evans, Seconded by Patterson; that the proclamation declaring the week of April 21-26 Affordable Housing Week shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Approval of the Consent Agenda

A. Minutes from meeting on March 25, 2014 B. Midwest Construction for Residing of Library - \$27,729 (*new siding on library*) C. Alcohol License Renewal for Gortz Haus Special Class C Liquor License D. INTERACTDEV, LLC for revisions to website - \$2,980 (*face lift to City website*) E. Iowa Dept of Transportation – \$3,882 (*cutting edges for big truck snow blade*) F. Municipal Supply Inc. –water meters, mxu’s \$26,240.40 (*meters for new construction*) G. Temporary Construction Easement, Public Utility Line Easement, Surface Water Flowage Easement and Storm Sewer Easement for Hunter Farms (*part of SE 19th Street Project*) H. Knox Company – knox boxes \$2,550 (*rapid entry system, hold building keys for EMS*) I. Ford F150 Truck from Ed Stivers Ford Lincoln Inc. \$18,956 state bid price (*public works equipment*) J. Meadowlark South Plat 5 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (*storm water maintenance agreement*) K. Caymus Park Holdings, LLC Site Plan Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement L. Accept the Settlement Agreement for Tobacco Citation from Krueger Enterprises M. Resolution 04-2014 Waiving The City of Grimes Right to Review the Plat of Paup Acres Plat 1 Within the Two Mile Unincorporated Area of Polk County (*the City has the right to review or waive the City’s right to review on plats with two miles of the unincorporated area of Polk County*) N. Municipal Supply Inc. -\$3,113.20 (*change out old water meters*) O. Sanitary Sewer Easement for Grossman Industrial Acres Subdivision and authorize payment for easements in the amount of \$15,400 – (*payment for easements as part of the Prairie Business Park Sanitary Sewer Project*) P. R/T Motors Inc - \$5,540 (*concrete trailer*) Q. Claims dated April 8, 2014 in the amount of \$306,385.43.
Moved by Bickford, Seconded by Altringer; the Consent Agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

FIRE CHIEF REPORT

Chief Krohse was called away

PATROL REPORT

Deputy Ballenger from the Polk County Sheriff’s Department advised they were working through the Public Health and Safety Board to address some concerns regarding parking in Fire zones. Chief Schneider was also present. He advised they had put on a program at the Dallas Center Grimes Schools regarding texting and driving which had been well received. He added that they were continuing to work on the drug drop off box that would be provided at no cost to the City for a drop off for medications to be disposed of by residents.

Council Person Altringer stated that she wanted to thank everyone who had helped Karrie Anderson regarding the theft of her IPAD.

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

A. Public Hearing Amending The Grimes Zoning Ordinance Chapter 165B.01, 165B.02 and 165B.19 Under the Hwy 44 Mixed Use Development Corridor Overlay District

Mayor Armstrong opened the Public Hearing at 5:54 pm. There being no oral or written comments, the Public Hearing was closed at 5:54 pm.

B. First Reading on Ordinance 627 Amending The Grimes Zoning Ordinance Chapter 165B.01, 165B.02 and 165B.19 Under The Hwy 44 Mixed Use Development Corridor Overlay District. City Engineer Gade reviewed the ordinance with the Council. He advised that this ordinance would rename Chapter 165B from the Highway 44 Mixed Use Development Corridor Overlay District to the Transportation Corridor Mixed Use Development Overlay Zoning District. He added that it would also add major transportation corridors as indicated on the zoning map, Gade also advised this ordinance would make some changes to the landscaping and screening along this area which would allow some

planting of trees, hedges, wall, earth berm, or other durable landscape barrier. He also advised that requirement set forth in the Chapter 165B could be waived by the City Council after consideration by the Planning and Zoning Commission.

Moved by Patterson, Seconded by Evans; that the First reading of Ordinance 627 amending the Grimes Zoning Ordinance Chapter 165B.01, 165B.02 and 165B.19 under the Hwy 44 Mixed Use Development Corridor Overlay District shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

C. Public Hearing Amending The Grimes Zoning Ordinance Chapter 165A.27 Under The Highway Mixed Use Development Corridor District

Mayor Armstrong opened the Public Hearing at 6:04 pm. City Engineer Gade advised that this would allow a waiver of requirement under the Highway 141 Mixed Use Development Corridor District by the City Council after consideration by the Planning and Zoning Commission under Chapter 165A. There being no oral or written comments, the Hearing was closed at 6:05 pm.

D. First Reading on Ordinance 628 Amending The Grimes Zoning Ordinance Chapter 165A.27 Under The Highway 141 Mixed Use Development Corridor District

Moved by Bickford, Seconded by Evans; that the First Reading of Ordinance 628 amending the Grimes Zoning Ordinance Chapter 165A.27 under the Highway 141 Mixed Use development Corridor District shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

E. Public Hearing and Action on Resolution No. 04-2114 Vacating Public Utility Easement In Lot 28 of Bridge Creek Plat 1.

Mayor Armstrong opened the Public Hearing at 6:06 pm. There being no oral or written comments, the hearing was closed at 6:06 pm.

Moved by Patterson, Seconded by Evans; that Resolution No. 04-2114 Vacating Public Utility Easement in Lot 28 of Bridge Creek Plat 1 shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

PUBLIC FORUM

Allison Buttencutter of 600 SE Meadowlark Drive and Tom and Ginny Midkiff of 204 NW 11th Street all spoke in favor of allowing chickens in the city limits.

Mr. Easter Bunny was in attendance to remind everyone of the Grimes Easter Eggstravaganza that will be held on Saturday, April 19th from 10:00 am to noon at the Grimes Community Complex, 410 SE Main Street.

COUNCIL ACTIONS

A. Continue Discussion on Request to Allow Chickens in City Limits

The Council continued discussion on a request to allow chickens in the city limits. Public Works Director Joe McAreavy reviewed with the Council ordinances in other metro areas in Des Moines. Council Members Evans asked that city staff put together the number of pros and cons that were received from the latest survey that was sent out.

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Armstrong had no report.

2. City Attorney's Report

Attorney Henderson had no report.

3. City Engineer's Report

City Engineer Gade had no report.

4. City Staff Report

5. Old Business

6. New Business

7. Recess Open Session

Mayor Armstrong recessed open session at 6:24 pm

8. Reconvene Open Session

Mayor Armstrong reconvened open session at 6:30 pm.

9. Resolution 04-2214 providing for Closed Session ref 21.5 (1) (c) potential matters in litigation and 21.5(1) (j) to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

Moved by Patterson, Seconded by Bickford; Resolution 04-2214 providing for closed session ref 21.5 1 (c) and 21.5 (1) (j) shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

10. Rise from Closed Session

Moved by Evans, Seconded by Patterson; to rise from closed session at 7:02 pm shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

11. Reconvene Open Session

Moved by Patterson, Seconded by Evans; to reconvene open session at 7:02 pm shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

12. Open Session – cont.

13. New Business – cont.

ADOURNMENT

Moved by Altringer, Seconded by Bickford; there being no further business, the meeting shall be adjourned at 7:07 pm.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION
About
Alcohol
Tobacco
Links
Contact

- [Help](#)
- [License Search](#)
- [License List](#)
- [On-Demand Reporting](#)
- [Keg Registration Search](#)
- [User Profile](#)
- [Logoff](#)

Privileges LE001788, Spirits, Grimes

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

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 E Liquor License (LE). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
<input type="checkbox"/>	Class B Native Wine Permit
<input checked="" type="checkbox"/>	Class B Wine Permit (Carryout Wine - Includes Native Wine)
<input checked="" type="checkbox"/>	Class C Beer Permit (Carryout Beer)
<input type="checkbox"/>	Living Quarters
<input type="checkbox"/>	Outdoor Service
<input checked="" type="checkbox"/>	Sunday Sales

[Prev](#)

[Next](#)

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

- About
- Alcohol
- Tobacco
- Links
- Contact

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

Ownership LE0001788, Spirits, Grimes

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

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.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Michael Uthe	512 North James Street, Grimes, IA, 50111	100.00 %	View

1

First Name: <input type="text"/>		Last Name: <input type="text"/>	
Address: <input type="text"/>			
Address Line 2: <input type="text"/>			
City: <input type="text"/>		State: <input type="text" value="Please Select"/>	
Zip: <input type="text"/>			
Position: <input type="text"/>		SS#: <input type="text"/>	U.S. Citizen: <input type="text" value="Please Select"/>
Date of Birth: <input type="text" value="MM/DD/YYYY"/>		% of Ownership: <input type="text"/>	
<input type="button" value="Add"/>			

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

- 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
- » Bond Cert
- » Local Endorse
- » History

Applicant License LE0001788, Spirits, 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](#)

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

- [Terms and Conditions](#)
- [Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.

Copy B okd
cc agenda 4/22/14

501 Sycamore Street, Suite 222 • Waterloo, Iowa 50703 • (319)232-6531 • Fax: (319) 232-0271

Invoice



AECOM Technical Services, Inc.
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703

Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37429228
Invoice Period Covered: 1/25/14 through 3/28/14
Consultant Job No. 60301188

Date: April 2, 2014
Client Project No.: HDP-3125 (610)--71-77
City: Grimes
Client Project Description: Northwest Transportation
Corridor Feasibility Study
Client Contact: Ms. Kelley Brown

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars	\$ 103,515.70	\$ 15,029.75	\$ 1,001.32
Overhead	\$ 162,519.65	\$ 23,055.62	\$ 1,536.01
Direct Expenses			
Mileage	\$ 1,525.50	\$ 364.43	\$ -
Copies	\$ 780.00	\$ 109.44	\$ -
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 17,652.39	\$ -
LT Leon Associates	\$ 9,000.00	\$ 513.88	\$ -
Estimated Actual Costs	\$ 341,335.35	\$ 56,725.51	\$ 2,537.33
Subtotal Rounded	\$ 341,300.00		
Fixed Fee	\$ 34,600.00	\$ 4,951.09	\$ 329.85
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 61,676.60	\$ 61,676.60	\$ 2,867.18
Remaining Authorized Balance	\$ 314,223.40		
Labor Hours (Prime)	1988.00	303.25	15.25

RECEIVED APR - 9 2014

Remit to: AECOM Technical Services, Inc • 1178 Paysphere Circle • Chicago, IL 60674

Check Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 1178 Paysphere Circle
 Chicago, IL 60674

ACH Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 Account Number 5800937020
 ABA Number 071000039

Wire Transfer Payment to:
 AECOM Technical Services, Inc.
 An AECOM Company
 Bank of America
 New York, NY 10001
 Account Number 5800937020
 ABA Number 026009593
 SWIFT CODE BOFAUS3N



501 Sycamore Street, Suite 222, Waterloo, IA 50703
 Tel: 319-232-6531 Fax: 319-232-0271

Federal Tax ID No. 95-2661922

ATTN : KELLEY BROWN
 GRIMES, IA, CITY OF
 101 NE HARVEY STREET
 GRIMES, IA 50111

Invoice Date: 02-APR-14
 Invoice Number: 37429228

Agreement Number: 60301188
 Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188 Project Name : Grimes-NW Transportation Corridor Feasibility Study
 Bill Through Date : 25-JAN-14 - 28-MAR-14

Labor Multiplier						
Employee Name/Title	Title/Expenditure	Date	Hours	Rate	Raw Cost	Billed Amt
Allyn, Todd L	Project Professional	14-MAR-14	1.00	44.00	44.00	
Bernhardt, Mary E	Project Support	31-JAN-14	1.00	26.65	26.65	
Bernhardt, Mary E	Project Support	07-FEB-14	0.25	26.65	6.67	
Lentz, Robert L	Senior Professional	14-FEB-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	21-FEB-14	1.50	85.56	128.34	
Lentz, Robert L	Senior Professional	28-FEB-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	07-MAR-14	1.00	85.56	85.56	
Lentz, Robert L	Senior Professional	14-MAR-14	2.00	85.56	171.12	
Lentz, Robert L	Senior Professional	21-MAR-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	28-MAR-14	1.00	85.56	85.56	
Wiele, Larry E	Project Professional	14-MAR-14	4.00	54.18	216.72	
Wiele, Larry E	Project Professional	21-MAR-14	2.00	54.18	108.36	

Total Labor Multiplier 15.25 1,001.32 1,001.32

OverHead Markup 1,536.01

Labor CPFF Total 2,537.33

Lump Sum

Description	Billed Amt
Fixed Fee Labor	329.85

Total Lump Sum 329.85

Project Total : Grimes-NW Transportation Corridor Feasibility Study 2,867.18

Invoice Summaries

Total Current Amount :	2,867.18
Retention Amount :	0.00
Pre-Tax Amount :	2,867.18
Tax Amount :	0.00

Total Invoice Amount : 2,867.18

Billing Summaries

Billing Summary	Current	Prior	Total	Limit	Remain
Billings	2,867.18	58,809.42	61,676.60	375,900.00	314,223.40
Billing Total :	2,867.18	58,809.42	61,676.60		

Stacey C. Rogers #AT0010765

Preparer Information: Stacey C. Rogers, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777

After Filing Return To: City of Grimes, 101 N. Harvey Street, Grimes, Iowa 50111

PUBLIC UTILITY LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), and to all public utilities who may require use of the Easement Area, a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

A 5.00 feet wide strip of land across part of the Northeast Quarter of the Southwest Quarter of Section 29, Township 80 North, Range 25 West of the 5th P.M., now included in and forming a part of the City of Grimes, Polk County, Iowa. Said 5.00 feet wide strip of land lying 2.50 feet each side of the following described centerline:

Commencing at the Northeast corner of Lot 28 in Bridge Creek Plat 1, an Official Plat in the City of Grimes Polk County, Iowa; thence N76°35'07"E, 20.07 feet along the South line of Bridge Creek Plat 2, an Official Plat in the City of Grimes Polk County, Iowa to the Point of Beginning; thence S19°38'40"E, 211.80 feet to the North line of Bridge Creek Plat 4, an Official Plat in the City of Grimes Polk County, Iowa, being the point of terminus.

To be known as the East 5.00 feet of Lot 1 in Bridge Creek Plat 5 once platted.

(hereinafter called "Easement Area"), for the purpose of the City or authorized utility constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining various public utilities, including, but not limited to, natural gas, water, telephone and sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with The City, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or

obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF FIRST AND SECOND MORTGAGE HOLDER.** Valley Bank is the holder of an Open-End Real Estate Mortgage (With Future Advance Clause) dated December 15, 2006, and recorded December 21, 2006, in Book 12002, at Pages 595-604; a second Open-End Real Estate Mortgage (With Future Advance Clause) dated December 15, 2006, and recorded December 21, 2006 in Book 12002, at Pages 605-614; Valley Bank is a third open end real estate mortgage dated March 28, 2013, and filed of record on April 9, 2013, in Book 14733, at Pages 843-852, in the records of the Recorder of Polk County, Iowa. By signing this Agreement, Valley Bank, on behalf of itself, its successors and assigns, hereby consents to the interest of the City and its successors and assigns.
10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this _____ day of _____, 2014.

BRIDGE CREEK, L.L.C., Grantor

By _____
Brad Baumler, Manager

By _____
Toby Torstenson, Manager

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2014, before me, a Notary Public in and for the said State, personally appeared Brad Baumler and Toby Torstenson, to me personally known, who being by me duly sworn did say that they are the Managers of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Managers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public in and for said State

CONSENT BY MORTGAGEE

COMES NOW the undersigned, Valley Bank, which is the mortgagee regarding the real estate described in the foregoing Easement, and hereby consents to said Easement. Any enforcement action by Valley Bank, as mortgagee, shall in no way extinguish said Easement. Valley Bank is the holder of an open end mortgage dated December 15, 2006, and filed of record on December 21, 2006, in Book 12002, at Pages 595-604; Valley Bank is the holder of the second open end mortgage dated December 15, 2006, and filed of record on December 21, 2006, in Book 12002, at Pages 605-614; and Valley Bank is the holder of the third open end real estate mortgage dated March 28, 2013, and filed of record on April 9, 2013, in Book 14733, at Pages 843-852, in the records of the Recorder of Polk County, Iowa.

VALLEY BANK

By _____
Larry A. Mindrup
Acting CEO/President

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2014, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared, Larry A. Mindrup, to me personally known, who being by me duly sworn, did say that he is the Acting CEO/President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Larry A. Mindrup, as officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2014.

Rochelle Williams
City Clerk of Grimes, Iowa

BILL OF SALE

(Shared Building)

THIS **BILL OF SALE** is dated as of _____, 2014, from **Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("Seller"), to the **Cities of West Des Moines, Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill**, all municipal corporations (collectively, "Buyer").

WITNESSETH

WHEREAS, Seller and Buyer, and the City of Des Moines, Iowa, are parties to (i) a certain 28E Agreement for the Lease Purchase of a Metropolitan Salt Storage Facility on Metro Waste Authority Property (the "Original Agreement") dated _____, 2008 (the "Original Lease Agreement") and (ii) that certain 28E Agreement for Operation and Maintenance of the Metropolitan Salt Storage Facility dated _____, 2008 (the "Original Operation Agreement"), each as extended pursuant to that certain Ground Lease and Operation and Maintenance Agreement for Metropolitan Salt Storage Facility on Metro Waste Authority Property dated _____, 2014, by and among Seller, Buyer and the City of Des Moines, Iowa (the "New Agreement"; together with the Original Lease Agreement and Original Operation Agreement, collectively, the "Agreements"); and

WHEREAS, Seller has agreed to execute and deliver this Bill of Sale to Buyer for the purpose of transferring to and vesting in Buyer title to the personal property identified below pursuant to the Agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Seller does hereby sell, transfer, assign and vest in the Buyer, its successors and assigns forever, all of its right, title and interest in and to that certain 12,000 ton capacity salt storage building (the "Personal Property") located at 4105 SE Beisser Drive, Grimes, IA 50111, Iowa (the "Real Property").

2. Seller warrants that it has good title to the Personal Property and has full authority to transfer the same to Buyer free and clear of all liabilities and encumbrances.

3. Buyer hereby consents to becoming the owner of the Personal Property.

4. SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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

6. This instrument is subject to the terms and conditions of the Agreements and shall be governed and enforced in accordance with the laws of the State of Iowa.

7. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

SELLER:

DES MOINES METROPOLITAN AREA SOLID WASTE
AGENCY, D/B/A METRO WASTE AUTHORITY

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are Chairperson and Secretary, respectively of the Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority, Board; that the instrument was signed and sealed on behalf of Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority by authority of its Board, as contained in the Resolution No. 0__-____, adopted by the Des Moines Metropolitan Area Solid Waste Agency, d/b/a Metro Waste Authority Board on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF WEST DES MOINES, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF URBANDALE, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF JOHNSTON, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF CLIVE, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF WINDSOR HEIGHTS, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF WAUKEE, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF GRIMES, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER:

CITY OF PLEASANT HILL, IOWA

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa



Central Pump & Motor, LLC

Josh Green
2411 NE 96th Street
Altoona, IA 50009
515-720-7263
greenservice1@live.com

4/3/2014

1454

City of Grimes
101 Harvey Street
Grimes, IA 50111

Steve

Net 30

5/3/2014

1

3M Potting to repair bad power cable

145.00

145.00

Thank you for your continued business!

Total

\$4,535.00



Central Pump & Motor, LLC

Josh Green
 2411 NE 96th Street
 Altoona, IA 50009
 515-720-7263
 greenservice1@live.com

4/3/2014

1454

City of Grimes
 101 Harvey Street
 Grimes, IA 50111

Steve

Net 30

5/3/2014

Service call on 3-27-2014 to inspect High Level Alarm at the SE Lift Station. Found pump # 2 was plugged with rags, caused vibration allowing volute bolts to loosen which separated volute from motor. Return trip on 3-29-2014 requiring 2 crane trucks to remove # 2 pump. An additional trips required on 4-4-2014, & 4-8-2014 to install pump # 2 while parts for both pumps or on order.

0.5	3-27-2014 Service call		
40	Trip Charge - Out of Town	90.00	45.00
3	Mileage	1.00	40.00
	Field Labor	90.00	270.00
1	3-29-2014 Service call		
80	Trip Charge - Out of Town (2 trucks)	90.00	90.00
5	Mileage (2 trucks)	1.00	80.00
	Field Labor	90.00	450.00
	4-2-2014 Service call, Pump # 1 failed, resulted in high wet well level. Pump was plugged with loose float, causing motor to separate due to vibration. Was able to use volute casing from Pump # 2 with pump # 1 to SE lift station back in operation.		
1	Trip Charge - Out of Town (2 trucks)	90.00	90.00
80	Mileage (2 trucks)	1.00	80.00
25.5	Field Labor	90.00	2,295.00
	4-4-2014 Service call to install pump # 2 with old cable for temporary use.		
1	Trip Charge - Out of Town	90.00	90.00
80	Mileage	1.00	80.00
6	Field Labor	90.00	540.00
3	Shop Labor - PS	80.00	240.00

Thank you for your continued business!

Total

P.O. No. _____

13532

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Central Pump & Motor
Name

2411 NE 96th St. Altoona, IA 50009
Address

515-720-7263
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>SELS Pumps</u>			<u>\$4,535⁰⁰</u>
<u>* see attached w/ invoice</u>			

PURCHASE JUSTIFICATION: Southwest Lift Station Pump repairs
& maintenance 3-27-14 to 4/4/14

DEPARTMENT: Wastewater

LINE ITEM: 610-815-6350

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 4/10/14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

[Signature]
Kelley L. Brown City Administrator/Clerk

4-11-14
Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

Rochelle Williams

From: Sara Kraft <kraft.sara@yahoo.com>
Sent: Tuesday, April 15, 2014 10:17 AM
To: Rochelle Williams
Subject: Blocking street for block party

Good morning my name is Sara Kraft and we spoke this morning about blocking off our street for our block party this year. Our plan is to have the block party on Friday May 2nd. We would wait to block the street until everyone is home from work. That would mean from around 5:30pm-8:30pm while the kids are up and running around. We would like it block because we have several fun events for the kids on both sides of the street and do not want the kids safety compromised by cars. The street we need blocked is NW Prairie Creek. We are in the newer addition of this street. My address is 900 NW Prairie Creek Dr. We really would only need the street blocked from my house to across the street at 901 NW Prairie Creek Dr as that is where we will be having the majority of our events. We plan on having an inflatable and egg hunt that night so kids will be running back and forth for both events. Please let me know if this will work or if you need any additional information for me. Thanks for your help we all appreciate it!
Sara Kraft

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 15th day of APRIL, 2014, by and between Brooke Ridge West, LLC ("Developer") and the City of Grimes, Iowa ("City").

RECITALS

WHEREAS, the Developer is the owner of property described on Exhibit A (the "Real Estate") which is named "Brooke Ridge West Plat 3".

WHEREAS, the Developer intends to develop the Real Estate consisting of approximately 15.90 acres so as to subdivide the property into thirty (30) single family residential lots.

WHEREAS, Developer and City join in and consent to this Agreement for the purpose of binding the Real Estate to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. City Ordinances. This Agreement is prepared for the purpose of complying with and modifying the subdivision ordinances of the City of Grimes, Iowa with respect to the development of the Real Estate.
2. Developer's Obligations. In the development of Brooke Ridge West Plat 3, the Developer agrees to the following:
 - a) Developer shall subdivide the property into thirty (30) single family residential lots as depicted in the attached Exhibit "B".
 - b) As a part of the development of the Real Estate, the creek and creek area will be platted as Outlot "Y" to be accepted by and dedicated to the City as parkland, fulfilling the City's parkland dedication requirement of Developer. Developer shall also construct a sidewalk ten (10) feet in width through said Outlot

“Y” as depicted in Exhibit “B”. When completed Developer will have dedicated 3.65 acres of Greenbelt representing an investment of \$98,550.00 (\$27,000.00 per acre) and 23% of the original parcel.

- c) The detention areas as shown in Exhibit B shall be dedicated to the City at such time as the parcel is platted and City shall be responsible for maintenance of the detention areas. Neither the City nor the Developer will be required to form a Homeowners Association; provided, however, Developer may form a Homeowners Association to facilitate the maintenance of the detention areas if it so chooses.
 - d) Except for Developer’s share of expenses as set forth in subparagraph (e), the City, at its sole cost and expense, shall be responsible for all necessary improvements for armoring and erosion control for the creek in all areas that will be dedicated to the City along the creek.
 - e) Developer shall pay to the City \$580.00 per developed lot for trail development and creek cleanup. The total share of Developer’s expenses shall be and will not exceed \$17,393.00.
 - f) Developer shall dedicate additional right-of-way to the City along the South side of N.W. 27th Street and the East side of N.W. County Line Road to provide for sixty feet (60’) of right-of-way from the centerline to the North and West property lines, respectively, of the Real Estate.
 - g) Developer shall construct a sidewalk ten (10) feet in width along the South side of N.W. 27th Street, said sidewalk to commence at the East boundary of the Real Estate and end at N.W. County Line Road.
 - h) Developer shall construct a 12-inch water main along the South side of N.W. 27th Street.
 - i) The City will not require the Developer to do either of the following:
 - (i) construct a trail along the East side of N.W. County Line Road; or
 - (ii) construct a 12-inch water main along the East side of N.W. County Line Road.
4. Runs with Land. The obligations under this Agreement shall run with the land and be binding upon the future owners of the Real Estate.
5. Amendment. The terms of this Agreement may be amended by mutual agreement of the parties hereto, but any such amendment shall be in writing and shall be filed of record with the Polk County Recorder. The parties at the time of any amendment shall be the City and all current legal owners of the Real Estate.

6. Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefits of the heirs, successors and assigns of the respective parties hereto.
7. Severability. If any provision hereof is for any reason unenforceable by a court of law, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provisions had never been contained herein.
8. Notices. Except as may otherwise herein be specifically provided, any notices or other communications required or which may be given under the terms of this Agreement, shall be in writing and shall be deemed effective when personally delivered or sent by fax to the address of the party to receive such notice set forth below (or to the current title holder at the address on file with the Polk County Treasurer) or, whether actually received or not, four (4) days after being deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Developer:

Brooke Ridge West, LLC
10888 Hickman Road, Suite 3B
Clive, Iowa 50325
Phone No. (515) 334-3345
Fax No. (515) 334-3346

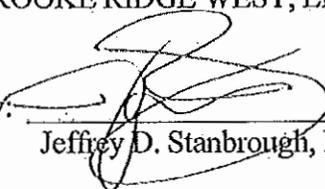
If to City:

City of Grimes, Iowa
Attn: City Administrator
Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone No. (515) 986-3036
Fax No. (515) 986-3846

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
10. Recording. This Agreement shall be recorded with the Polk County, Iowa, Recorder.
11. Existing Development Agreement. Any development agreements that are existing with respect to the Real Estate at the time of this Agreement is signed are deemed void and of no effect.

"DEVELOPER"

BROOKE RIDGE WEST, LLC

By: 

Jeffrey D. Stanbrough, Manager

“CITY”

CITY OF GRIMES, IOWA

By: _____
Tom Armstrong, Mayor

By: _____
Rochelle Williams, City Clerk

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2014.

Notary Public in and for the State of Iowa

SUBSCRIBED AND SWORN TO before me this 15th day of April, 2014.

Meagan Marie Denham
Notary Public in and for the State of Iowa

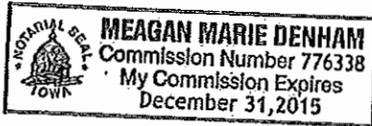


EXHIBIT "A"
(Real Estate Legal Description)

PARCEL 'A' IN LOT 1, PEITZMAN'S SUBDIVISION, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 12437, PAGE 751, IN THE CITY OF GRIMES, POLK COUNTY, IOWA, EXCEPT PARCELS 'E' AND 'F' OF SAID PARCEL 'A', AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14684, PAGE 350, IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

PROPERTY CONTAINS 15.90 ACRES (692,598 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

EXHIBIT "B"
(Brooke Ridge West Plat 3 Development Plan/Layout)

-----Space Above This Line for Recording-----

Prepared by: By: Stacey C. Rogers AT 0010765, Lamberti, Gocke, Takekawa & Luetje, P.C.
210 NE Delaware Ave. Ste. 200, Ankeny, IA 50021 (515) 964-8777

Return to: Stacey C. Rogers, Lamberti, Gocke, Takekawa & Luetje, P.C., 210 NE Delaware Ave. Ste. 200, Ankeny, IA 50021

RECORD OF LOT TIE

WHEREAS, the City Council of Grimes approved a Plat of Survey for **Lot 44 Chevalia Valley**, to create Parcel "A" and Parcel "B" for the purposes of development and to create separate parcels for tax assessment; and

WHEREAS, M & B Investments, L.L.C., an Iowa Limited Liability Company ("M&B", the "Owner"), with principal offices at 3809 NW 109th Street, Suite D, Urbandale, IA 50322, is now the owner and holder of a certain tract of land now legally described as:

Part of Lot 44 Chevalia Valley, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa. Said parcels being identified as Parcels "A" and "B" on Plat of Survey filed April 2, 2014 in Book 15145 Page 929 in the office of the Polk County Recorder.

("Parcel A" or "Parcel B" or collectively, the "Parcels"); and

WHEREAS, said Parcel B contains a stormwater detention basin designed to service Parcel A which is to be maintained by the owner of Parcel A, and the parcels are to be developed and held as a single property; and

WHEREAS, it is the desire of the City of Grimes and M&B to put on notice any future purchaser of the restrictions to be placed upon said property and to tie said Parcel A to Parcel B;

NOW, THEREFORE, the following agreement is made:

M&B does hereby impose the following restrictions:

1. That Parcel A is now part and parcel with the adjoining Parcel B.
2. That no portion of said Parcel A shall be transferred, sold, or conveyed independent of Parcel B, and no portion of said Parcel B shall be transferred, sold,

or conveyed independent of Parcel A without the written approval of the City Engineer of the City of Grimes, Iowa.

3. That all open space requirements, impervious surface requirements, required setbacks for front yards, rear yards and side yards, or other zoning or measurement considerations for the properties shall be measured and established based upon Parcel A and Parcel B being one conjoined parcel.
4. **That the Parcels shall be separately assessed and not conjoined for tax purposes.**
5. Owner agrees that if the Owner desires to sell any portion of either Parcel A or Parcel B at any time in the future, the entirety of both Parcels must be conveyed by single conveyance to a single owner. In the event it is the desire of the Owner to convey any part of the above Parcels and not the entirety of the Parcels, Owner must first make application to the City of Grimes for a proper property division, and subject to the approval, conditions and restrictions of the Planning and Zoning Ordinances then in effect and said conveyance shall not be allowed until such time as full compliance is obtained.

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

1. AGREEMENT RUNS WITH LAND. This Lot Tie Agreement shall be deemed to run with the land and shall be binding on Owner and on Owner's heirs, lessees, occupants, successors, and assigns.
2. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council of Grimes by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

Owner does HEREBY COVENANT with the City of Grimes that Owner holds said real estate described in this Agreement by title in fee simple; that Owner has good and lawful authority to convey the same; and said Owner covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

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

WHEREFORE, the Parties hereunto set their hands this _____ day of _____, 2014.

M & B Investments, L.L.C., an Iowa Limited Liability Company

By: _____
Bradley J. Baumler, Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bradley J. Baumler, to me personally known, who being by me duly sworn, did say that he is the Manager of M & B Investments, L.L.C, that no seal has been procured by the said Limited Liability Company, and that said instrument was signed on behalf of the said Limited Liability Company by authority of its members and the said Bradley J. Baumler acknowledged the execution of the instrument to be the voluntary act and deed of said Limited Liability Company, by him and by it voluntarily executed.

Notary Public in and for the State of Iowa

City of Grimes, Iowa

By _____
Thomas M. Armstrong, Mayor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Thomas M. Armstrong, as Mayor of the City of Grimes, Iowa.

Notary Public in and for the State of Iowa

ATTESTATION BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Lot Tie Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2014, that Thomas M. Armstrong, as Mayor of the City of Grimes, Iowa, was authorized by the same to execute the within and foregoing document, and that this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2014.

Rochelle Williams
City Clerk of Grimes, Iowa

James M. Gocke 000009725

Preparer Information: James M. Gocke, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777

After Filing Return To: James M. Gocke, 210 N.E. Delaware Avenue, Suite 200, Ankeny, Iowa 50021

SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and being owner of the following described real estate:

A part of Lot 44 Chevalia Valley, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa. Said parcel being identified as Parcel "B" on Plat of Survey filed April 2, 2014 in Book 15145 Page 929 in the office of the Polk County Recorder;

("Parcel B" or the "M&B Parcel");

does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within a portion of the M&B Parcel, said portion being more particularly described as as shown on

Exhibit A, attached hereto

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a sanitary sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area. Sanitary Sewers are for the purpose of serving areas as from time to time may be determined by the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs).
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

- 8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
- 9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

WHEREFORE, the Parties hereunto set their hands this ____ day of _____, 2014.

M & B Investments, L.L.C., an Iowa Limited Liability Company

By: _____
Bradley J. Baumler, Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this ___ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bradley J. Baumler, to me personally known, who being by me duly sworn, did say that he is the Manager of M & B Investments, L.L.C, that no seal has been procured by the said Limited Liability Company, and that said instrument was signed on behalf of the said Limited Liability Company by authority of its members and the said Bradley J. Baumler acknowledged the execution of the instrument to be the voluntary act and deed of said Limited Liability Company, by him and by it voluntarily executed.

Notary Public in and for the State of Iowa

City of Grimes, Iowa

By _____
Thomas M. Armstrong, Mayor

STATE OF IOWA)
) ss:
COUNTY OF POLK)

This instrument was acknowledged before me on the ____ day of _____, 2014,
by Thomas M. Armstrong, as Mayor of the City of Grimes, Iowa.

Notary Public in and for the State of Iowa

ATTESTATION BY CITY

STATE OF IOWA)
) ss:
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Sanitary Sewer Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2014, that Thomas M. Armstrong, as Mayor of the City of Grimes, Iowa, was authorized by the same to execute the within and foregoing document, and that this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2014.

Rochelle Williams
City Clerk of Grimes, Iowa



March 26, 2014

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

Regarding:

SE 19th Street Reconstruction Project
Authorize payment for easements from:
TKG StorageMart Partners LP – Lot 11 Princeton Subdivision

Fox Ref. No. 1005-13A

Dear Mayor and City Council:

As a part of the SE 19th Street Reconstruction project, the City of Grimes needs temporary construction easements from parcels in Princeton Subdivision to grade and construct the bike trail.

Negotiations were successful with TKG StorageMart Partners LP and they have executed the appropriate temporary easement document.

We request that the City of Grimes accept the easement and authorize payment of \$3,200 to TKG StorageMart Partners LP for the temporary easement at the April 22, 2014 Council meeting.

Thank you very much.

Sincerely,

Jerry Byg, P.E.
Project Engineer

Cc: Kelley Brown, Grimes City Administrator
John Gade



April 1, 2014

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

Regarding:

SE 19th Street Reconstruction Project
Authorize payment for easements from:
11154 54 LLC – Lot 16 Princeton Subdivision

Fox Ref. No. 1005-13A

Dear Mayor and City Council:

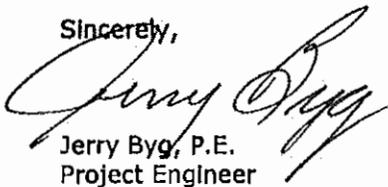
As a part of the SE 19th Street Reconstruction project, the City of Grimes needs temporary construction easements from parcels in Princeton Subdivision to grade and construct the bike trail.

Negotiations were successful with 11154 54 LLC and they have executed the appropriate temporary easement document.

We request that the City of Grimes accept the easement and authorize payment of \$4,350 to 11154 54 LLC for the temporary easement at the April 22, 2014 Council meeting.

Thank you very much.

Sincerely,



Jerry Byg, P.E.
Project Engineer

Cc: Kelley Brown, Grimes City Administrator
John Gade

NOTICE OF HEARING

HEARING: Tuesday, May 13, 2014, @ 6:00 p.m. local time.

PROJECT: Grimes Public Library – Interior Renovation
Grimes, Iowa

For the

Grimes Public Library
Grimes, IA 50111

NOTICE OF PUBLIC HEARING: At 6:00 p.m. local time, on Tuesday, May 13, 2014, at the Grimes City Hall Council Chambers, located at City Hall, 101 NE Harvey Street, Grimes, IA 50111 the City Council for the Grimes Public Library shall hold a public hearing on the proposed plans, specifications, proposed form of contract and the estimated cost of said improvements. At said hearing any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of said improvements.

Published upon order of the **City of Grimes and Grimes Public Library, Grimes, Iowa**

Director, Karla Pfaff
Grimes Public Library
Grimes, IA

**SECTION 001116
NOTICE OF BID LETTING**

NOTICE IS HEREBY GIVEN: Sealed bids for the Grimes Public Library Interior Renovation will be received by the Library Board of Trustees and the Library Director of Grimes Public Library at the **Grimes City Hall Council Chambers, located at City Hall, 101 NE Harvey Street, Grimes, IA 50111, until 2:00 p.m., local time, on Thursday May 8, 2014.**

Bids will be publicly opened and publicly read on said date. City Council will consider bids received on May 13, 2014 at 6:00 pm. at Council Chambers at City Hall – 101 NE Harvey Street, Grimes, Iowa. Award of the Contract shall be to the lowest responsive, responsible bidder determined on the basis of a combination of the Base Bid and selected Alternates. Neither the City nor its agents will assume liability for the inability of the bidder to submit a bid in a timely manner. Bids received after the deadline will be rejected. Bidders bear full and complete responsibility for the timely submission of such bid. Time of receipt shall be the time recorded and determined by the Board Secretary.

**SUBJECT: Grimes Public Library – Interior Renovation
Grimes, Iowa**

The project consists of:

1. The interior renovation of approximately 6,000 square feet of existing library space.
2. The existing mechanical system shall be enhanced and includes minor modifications. The existing electrical and plumbing systems shall be enhanced to accommodate the remodeled areas. The existing lighting system shall be updated for more energy efficient performance.

Bids will be received for the following:

General Contract, including Mechanical, and Electrical Work

All bids shall be in accordance with Contract Documents prepared by FEH Associates Inc., Architects / Engineers, which Contract Documents are made a part of this Notice by reference thereto.

Prime Contractors can obtain two (2) sets of printed bidding documents, and Sub-Contractors can obtain one (1) set of printed bidding documents from Beeline and Blue, 2507 Ingersoll Avenue, Des Moines, Iowa 50312 Phone:(515) 244-1611 for a plan deposit of \$100.00 per set. Deposit will be refunded to bidders upon return of their complete set(s) of Bidding Documents, including any Addenda, properly bound and in good condition to Beeline and Blue within 14 calendar days after opening of bids. Cash deposits will not be accepted. MBI plan deposit cards are also an acceptable method for deposit for documents. When shipping/postage is required, there will be a \$20 non-refundable fee for each set of Bid Documents shipped. Checks for shipping / postage shall be made payable to Beeline and Blue.

Bidding Documents are on file at the Architect's Office, 604 East Grand Avenue, Des Moines, Iowa 50309; the Directors office of the Grimes Public Library, **200 N James St, Grimes, Iowa 50111**; the City Clerk's office and at the following Plan Centers:

DOCUMENT AVAILABILITY

Bidding Documents may be examined at the following places:

1. Des Moines, IA.: Construction Update Plan Room, 221 Park Street
2. Des Moines, IA.: McGraw Hill Construction Plan Room, 2507 Ingersoll Avenue
3. West Des Moines, IA.: F.W. Dodge, 939 Office Park Road, Suite 121
4. Des Moines, IA.: Master Builders of Iowa, 221 Park Street
5. Reed Construction Data, www.reedconstructiondata.com

The Plan holder List may be viewed on-line at www.beelineandblue.com .

BIDDING REQUIREMENTS

Each Bid shall be made on a form furnished by the Architect, and must be accompanied by a certified check or cashier's check drawn on an Iowa bank, or federally chartered bank, or a certified share draft drawn on a Iowa credit union or federally chartered credit union, or Bid Bond to be executed by corporation authorized to contract as a surety in the State of Iowa, in the amount equal to five percent (5%) of the amount of the Bid, made payable to

the City of Grimes, Grimes, Iowa and may be cashed by the City of Grimes as liquidated damages in the event that the successful bidder fails to enter into a Contract and file a bond satisfactory to the City of Grimes assuring the faithful fulfillment of the Contract and maintenance of said improvements as required by the law, the provisions of this Notice and Contract Documents within (10) days after acceptance of the lowest responsive, responsible bid. All bids shall be sealed and plainly marked. Any alteration of the Bid Form may be cause for rejection of the bid.

State Sales Tax: This project is tax exempt. **Do Not** include State Sales Tax in any calculation of Bid totals. Contractor will be provided with Iowa sales tax exemption number for this project.

BASIS OF BIDS

The successful Bidder will be required to furnish a Performance Bond and Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Sum, issued by a responsible Surety approved by the City of Grimes, Grimes, Iowa and shall guarantee the faithful performance of the Contract and terms and conditions therein contained and the maintenance of said improvements pursuant to the provisions of the Contract Document. Bid Security shall be made payable to City of Grimes, Grimes, Iowa.

Bid Security of two lowest Bidders will be retained until a contract has been awarded and executed, but no longer than 30 days. No Bidder may withdraw his bid within 30 days after opening of bids.

The City of Grimes reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities that may be in the best interest of the Library Board of Trustees, Grimes Public Library and the City of Grimes

Payment will be made by the City of Grimes from cash-on-hand from such sources as may be legally available.

Monthly estimates will be paid to the Contractor as the work progresses in amounts equal to **ninety-five percent (95%)** of the Contract value of the work completed during the preceding calendar month, including the actual cost (exclusive of overhead or profit to the Contractor) of materials and equipment of a permanent nature to be incorporated in the work and delivered to and stored at the job site. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work, partially or totally completed. Final payment of the **five percent (5%)** due each Contractor will be made upon final acceptance of the work under the respective Contract by the City of Grimes, and after receipt of satisfactory evidence that all claims pertaining to such Contract have been paid in full as provided in the Contract Document for said work.

The work under the Contract shall be commenced on or before a date to be specified in the Contract or written Notice to Proceed of the Owner, and shall achieve Substantial Completion by November 3, 2014.

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

All bids will be governed by applicable provisions in the Iowa Code and Board Policies.

Pre-Bid Conference: A Pre-Bid Conference for interested bidders will be held **Tuesday, April 29, 2014 at 11:00 a.m. local time at Grimes City Hall, located at 101 NE Harvey Street, Grimes, IA 50111.** All prospective bidders are encouraged to be present at this pre-bid conference.

END OF NOTICE OF BID LETTING

Publish Dates:

Notice to Bidders

The City of Grimes, IA requests formal bids for Furniture for the Grimes Public Library "Grimes Public Library Furniture Bid Package".

Project: Grimes Public Library
200 N. James St.
Grimes, IA 50111

Sealed bids shall be addressed to and received by Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St. Grimes, IA 50111, **not later than 2:00 PM CST, May 8, 2014**. The results of the bidding will be read publicly immediately following the receipt of all bids on **May 8, 2014 at 2:15 PM CST, in City Hall**, or otherwise determined by the owner. The successful bidder will be announced after bids can be analyzed.

The "Grimes Public Library Furniture Bid Package" includes the following base bid proposals and alternate bid proposals for furniture and equipment:

Proposal 1: Library Shelving, Displays, Equipment, Lounge Seating

Proposal 2: Children's Furniture

Proposal 3: Collection Signage

Alternate 1: Overhead Mobiles

Bidding Documents will be available at the office of the Architect via electronic format. Contact Architect for bid documents. Questions relating to Bid Documents should be addressed to Michelle Cramblit at FEH Associates, Inc.

Michelle Cramblit
FEH Associates, Inc.
604 East Grand Ave.
Des Moines, IA 50309
michellec@fehdm.com
Phone: 515.288.2000

Addendums may be issued by the Architect during the time of bidding. Items included in addendums should be addressed and included in the bid submitted bidders. Addendum items will become a part of the Contract. No oral, telephonic or telegraphic bids or modifications of the bids will be entertained.

Bids must be accompanied by Bid Security in the form of a cashier's check, certified check or acceptable bidder's bond in an amount equal to 5% of the total amount of the Bid, made payable to the Owner, City or Grimes. The Bid Security should be provided with the Bid.

The Owner is a tax-exempt entity. Sales and use tax should not be included in the bid. The Owner reserves the right to reject any or all bids and to waive technicalities therein. The winning bid shall be subject to council approval.



Date: April 16, 2014

To: City of Grimes

From: Steve Robinette, Lead Operator Mark Devine,

Joel Royer, Ernie Vieth, Rob Crandell, David Guthrie Operators

O & M Report: April 2014

Water Operation & Maintenance

Water operations have been fantastic and we are set for the upcoming high demand season. The next things we are waiting for are the test results to come back for the Jordan well so we can conduct further testing and the 90 day rest period for the ASR to end (mid-May) to finish up the testing phase of that project.

Wastewater Operation & Maintenance

Southeast Lift station has been operating normally since the bypass incident on April 3. There is still a lot of work to be done on this station however. On April 18th Central Pump will pull one (of two) pumps and take it to their shop to install a new power cable, replace the seals and possibly replace the bearings. Once that is complete they will reinstall that pump and do the same to the other one. Other, short-term, fixes are being quoted and detailed in the report to the IDNR that we submitted.

Late last month we had 2 (of 4) raw lift pumps at the WWTP fail on us. One pump was a relatively easy fix involving rewiring and reinsulating some wire connections. The other pump had half of its volute and downstream check valve filled with rags. We were able to get the rags cleaned out and put the pump back in service after several hours. We have noted before how rags (and other materials not meant for the sanitary sewer) were beginning to become a problem for our system, as evidenced in the events at the SE lift station, but it appears that over the past six months the amount of equipment failure and issues they have caused has nearly tripled. We are looking at other operational things we can do to alleviate some of these problems and PeopleService has developed an informational flyer that will be sent out on the next round of utility billing that we hope will help get the word out.

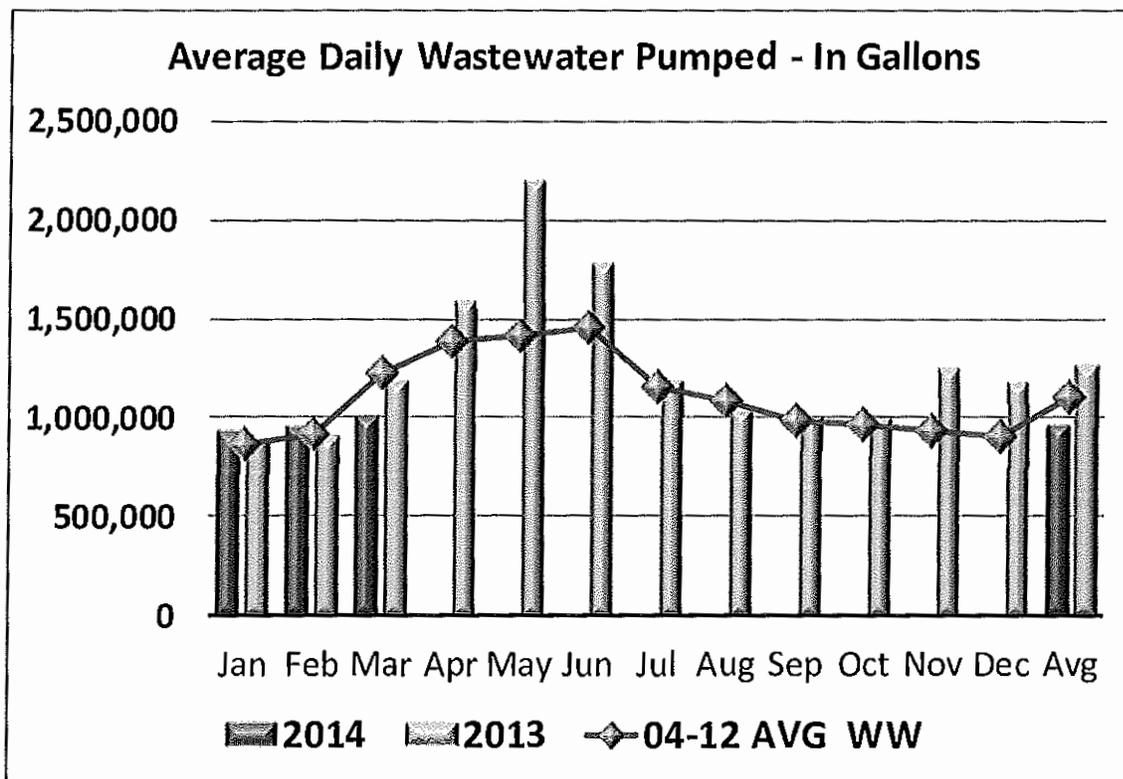
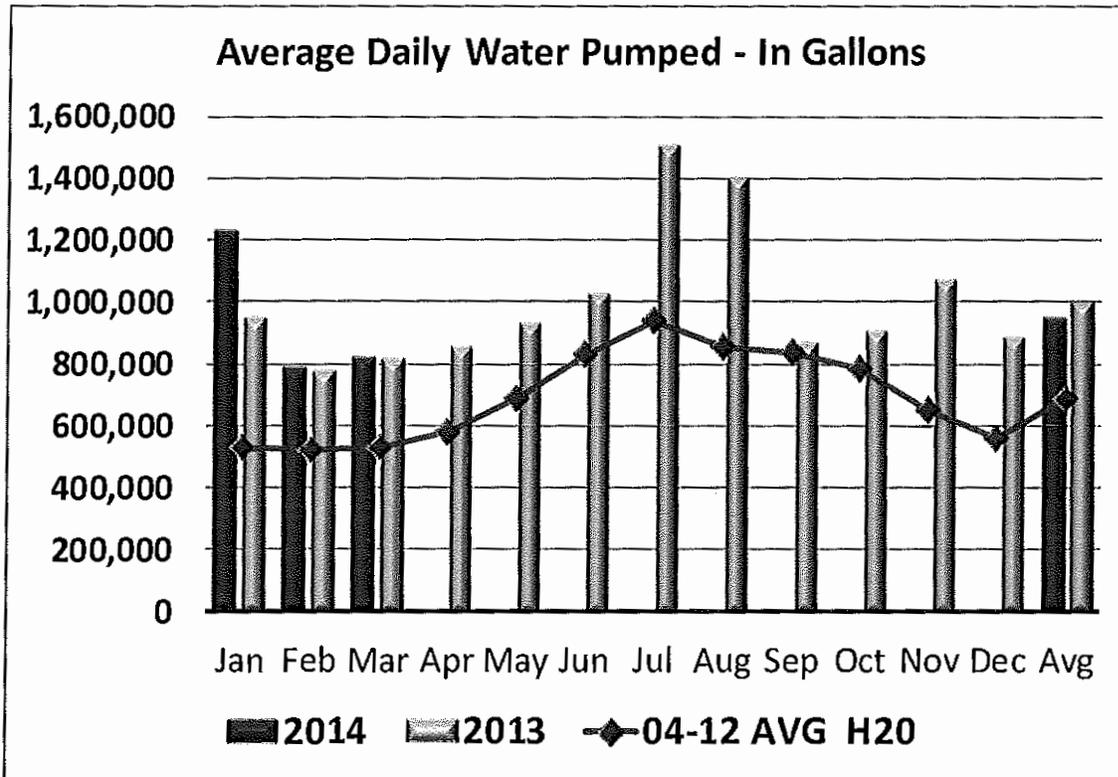
Distribution Operation & Maintenance

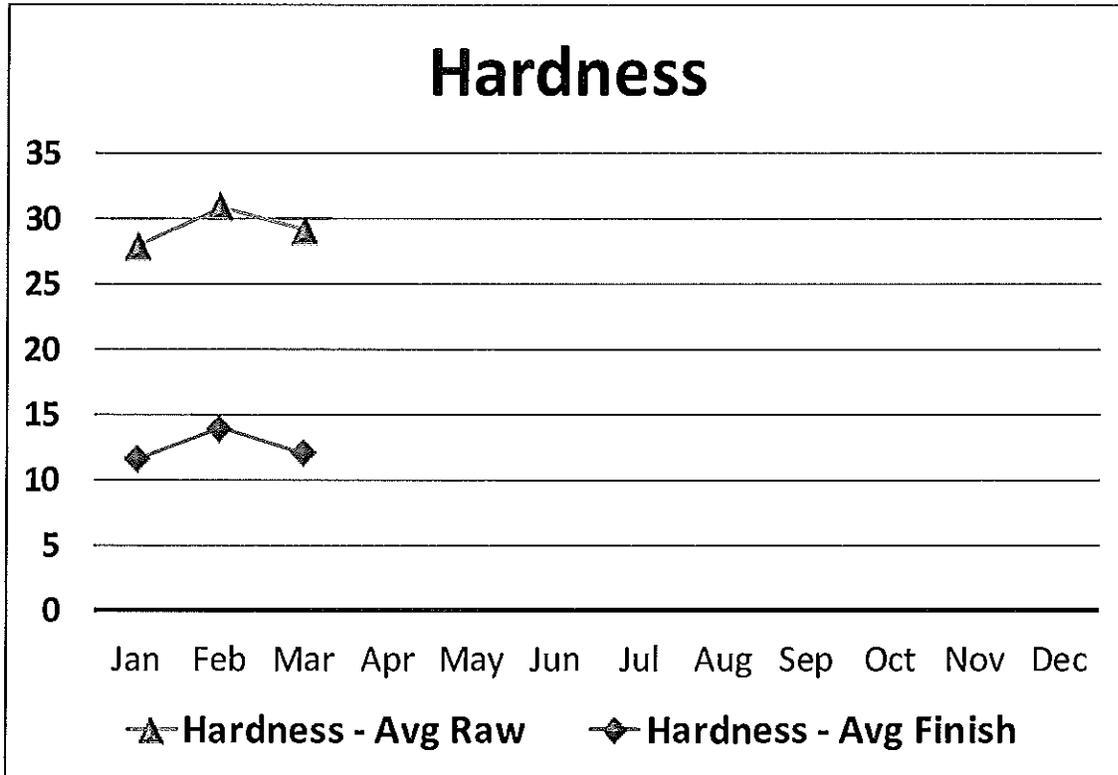
Our staff performed hydrant flushing in the past month which, we confirmed, was really needed. Even though we didn't flush every hydrant we are confident that we cleaned most of the water mains thoroughly. Even if we experience yet another dry year we will be able to get back on our normal hydrant flushing routine in the fall with the new Jordan well online.

PeopleService INC.

Water & Wastewater Professionals

		Mar-14	Feb-14	Mar-13
Water				
Average Daily Pumped	gallons	825,000	796,000	816,000
Maximum Daily Pumped	gallons	1,096,000	1,532,000	965,000
Minimum Daily Pumped	gallons	634,000	664,000	723,000
Hardness				
Hardness - Avg Raw	grains	29.10	30.90	25.40
Hardness - Avg Finish	grains	12.05	13.90	8.53
Iron mgl				
Avg Raw	mg/L	6.46	7.63	5.78
Avg Finish	mg/L	0.30	0.31	0.14
Flouride mgl				
Avg Raw Fl.	mg/L	0.24	0.30	0.23
Avg Finish Fl.	mg/L	0.69	0.71	0.66
Wastewater				
BOD				
BOD Effluent Avg	mg/L	1.1	1.3	0.4
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	5.2	11.5	6.0
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0.18	0.63	0.10
NA Effluent Permit Limit	mg/L	2.8	6.2	2.8
Effluent Flow				
Average Daily	gallons	1,000,000	952,000	1,189,000
Maximum Daily	gallons	1,501,000	1,684,000	1,738,000
Minimum Daily	gallons	837,000	804,000	873,000
Distribution				
Work Order	#	106	155	80
Locates	#	166	97	128
Meters Installed				
Residential	#	22	14	15
Commercial	#	0	1	0
Temp Hydrants	#	0	0	2
Disconnect Notices	#	91	75	83
Sevice Disconnected	#	24	14	17
Hydrants flushed	#	57	3	22
Valves Excercised	#	33	2	8
Manholes Inspected	#	16	7	51
Service Lines Inspected				
Water Lines	#	11	6	15
Sewer Lines	#	11	6	15
Storm Sewers	#	11	9	15





Campaign For Clean Drains...

Remember, Your Toilet is NOT a Trash Can!

BE AWARE

Of what you're flushing

LEARN

What should and shouldn't be flushed

CHANGE

What you flush and how you flush it

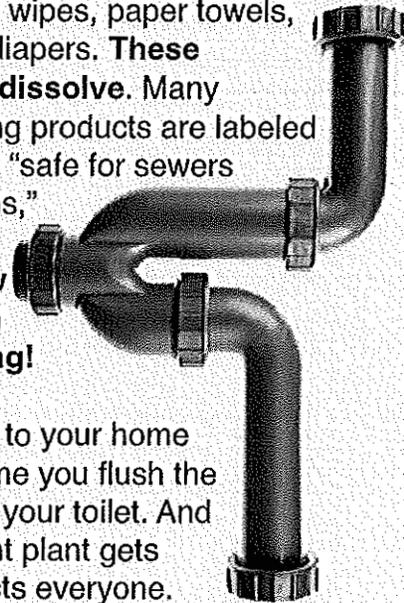
The following items should **NEVER** be flushed down the toilet:

- Cleaning wipes, paper towels
- Dental floss and tooth whitening strips
- Baby wipes, disposable diapers
- Needles, syringes and other medical waste
- Feminine hygiene products
- Coffee grounds
- Kitty litter
- Toilet seat covers
- Rags, towels, washcloths, mopheads, brush rolls
- Cotton balls and cotton swabs

Many things that should go in the trash are being flushed down our toilets. This includes baby wipes, facial wipes, paper towels, even disposable diapers. **These products do not dissolve.** Many household cleaning products are labeled as "disposable" or "safe for sewers and septic systems," but the truth is, they're not. **Throw them in the trash where they belong!**

You risk damage to your home plumbing every time you flush the wrong thing down your toilet. And if the city treatment plant gets backed up, it affects everyone.

Toilets, sewer pipes, and wastewater treatment facilities were originally designed to transport and handle toilet paper and human waste only.



Don't flush trouble.
Trash goes in the trash can - even if the product is labeled flushable.

Throw it, don't flush it!

PeopleService INC.
Water & Wastewater Professionals

Steven Robinette
PeopleService INC.
Grimes Water Treatment Plant
1801 N. James Street
Grimes, IA 50111

April 3, 2014

Tom Atkinson
Field Office 5
7900 Hickman Rd. Suite 200
Windsor Heights, IA 50324

Re: Grimes SELS Bypass- April 2, 2014

Tom:

The intent of this letter is to provide you with the details surrounding the bypass at the SE Lift Station on 4-2-14, our current status and how we plan to avoid any further bypasses in the future.

On Thursday March 27, 2014 an operator noticed an unusually high number of run hours on one, of two, pumps at the lift station. Upon investigation we found this pump had come off its seat and twisted 10ft into the air while wrapping the guide cables, power cable and floats within each other. The guide cables, power cable and one, of five, floats were damaged beyond repair and replacement parts were ordered that day. On Saturday March 29th we were finally able to retrieve the pump volute and found nearly half of it filled with rags. So, our guess is the large amount of rags had caused the pump to vibrate loose from the motor, come off its seat and wrap up. I want to note that this lift station is vacuumed out annually and there is a basket to catch debris from the influent that is cleaned out every Tuesday and Friday.

On Tuesday April 2, 2014 our staff was alarmed-out on a pump failure, the only one in service, at the lift station. We found the same scenario had happened whereas the volute came off and the pump cables and guide system wrapped up with each other but not nearly as severe as the first pump incident. In this case, we found that this second pump had sucked up a severed float and caused enough vibration to separate the volute and pump.

At 11:30am we began the process of pumping out the lift station with the services of AccuJet and their two vac-trucks. After realizing we were not going to be able to keep up

with the amount of trucks we had, and at the rate they were pumping out at, we made the decision to bring our 6in trash pump on site to begin pumping the station out to the creek just to the west of the lift station that flows to Cutty's Des Moines Camping Club. We pumped for approx. 15 minutes, starting at 3:01pm, at 1200 gpm until the influent manhole was drained to the point where we could install a 12" sewer plug on the influent pipe. There is a second, 8in, influent pipe but flow was minimal and decided it didn't need to be plugged off. The whole time we were still using vac-trucks to pump the station out but, even with the one influent pipe plugged off we were still not able to effectively pump the station out to the point we could access the bottom and retrieve the damaged pump. So, we decided to use the 6in pump again to aid in the process. This time we pumped at a rate of about 500gpm (and I think that is higher than what we actually pumped) for an additional total time of 45 minutes. By 8:00pm we were finally able to retrieve the lost volute, temporarily repair the power cable and repair the guide cable system. At approximately 9:00pm the pump was reinstalled and by 10:00 we had finished testing the system to the point we felt comfortable it was pumping at full capacity and safe to leave online.

I have calculated that we discharged about 32,500 gallons to creek. When we were finished we decided to pump back about 12,000 gallons to the lift station from the creek with our 6in pump as opposed to using the vac-trucks. As we had discussed on site, it appeared that our discharge had pooled in the creek with very minimal flow so we feel comfortable that we at least retrieved a portion of our original bypass.

Listed below are the steps we intend to take to help prevent occurrences in the future:

- 1) The very first thing we intend to do is replace the guide cables with a rigid single (or double) rail system. The current pump guide system is something that is high maintenance, tangles up with floats and cables and requires the lift station to basically be empty before you can reinstall a pump because it simple doesn't seat the pump as well as a more rigid system.
- 2) We are going to investigate the possibility of having a third backup pump and power cable. This will be of some significant cost but may be worth it. At the very least, we are going to order a backup power cable because that seems to be the one part that is most difficult to acquire in a timely manner.
- 3) Although we had two vac-trucks on hand and limited space it would have helped some to have an additional truck or two on hand to help. So, I am getting with the local vac services to see how to better communicate if something like this should ever occur again.
- 4) The City, in conjunction with PeopleService, have already begun a campaign to get the word out on the problems associated with flushing products down the sewer that don't break down and cause these sort of issues. An example of which is a flyer we had, it just so happens, recently created that will be in the next cycle of utility bills. This notice will be included with this report.

- 5) We are also going to investigate installing a grinder in this particular station to help with the influx of undesirable material in the system.

In conclusion, I feel the scenario I just outlined was unavoidable at the time and certainly was not due to lack of preventative maintenance. The station is routinely cleaned, amperage data on the pumps is documented, flow rates are calculated and pump hours are inspected daily to ensure this station, and our other ones, are operating at full capacity.

If I have left out any pertinent information that you would like me to provide to you please let me know. Again, thanks for your guidance and assistance on this event. We also appreciate you coming on site to offer your recommendations.

Sincerely



Steven Robinette
Grimes Water Treatment Plant
PeopleService, INC
Grimes, IA

City of Grimes
101 East Harvey
Grimes, Iowa 50111

April 16, 2014

TO: Mayor & City Council Members City of Grimes

RE: SE 19th Street Paving Assessment Project

As the property owner and business owner located at 1681 SE Destination Drive, Grimes, IA 50111 (shown as Parcel 14 on the SE 19th Street Assessment Plat), It is our concern that the proposed assessment for our property portion was not fairly considered.

Our company is not a retail related business, it has only 7 employees that use SE 19th street to access our business on a daily bases with less than 3-4 visitors weekly. We will see no benefit of this street widening project.

Over 90% of the traffic using SE 19th Street live and work in Johnston. The City of Johnston, which along with the property owners directly along the SE 19th street will benefit the most from this project and therefore should be assessed accordingly. I feel that the many Multi-family and residential property owners located in Johnston directly east of the Grimes/ Johnston city limit border near SE 19th Street should be paying for the majority of this project, not the small business owners on the Grimes side of this project.

Another beneficiary of this project will be the Newark Land Trust LC, they own the majority of property bordering SE 19th Street, yet their average assessed price per sqft of land is 1/3 of what the other bordering properties are. Isn't this a conflict of interest since they were initially involved with the city of Grimes when the covenants for this development were written regarding this street project?

The City of Grimes is using a federal grant of \$600,000 which is basically, a portion of my tax dollars which I have already paid is going towards this project, was that taken in consideration?

Over 50% of the land in the assessed area is designated "Agricultural Deferred" which means those owners won't be paying their portion until their land is sold. They should easily be able to recover this assessment cost when and if they ever do sell. It would be nice to get a deferral as well.

The Iowa DOT property is being assessed at the same SQFT price as my property, yet they are probably responsible for more frequent heavy truck traffic than any other user. Here again, I pay taxes that compensate the DOT, so essentially some of my tax dollars will be paying for their portion of the assessment.

Basically the proposed assessed cost of .0588 cents/SQFT has been applied to all properties 1 parcel north of the properties located directly along SE 19th Street, with no consideration for distance of the properties location from this street. Most cities proportion their assessments based on the properties distance from the improvements being made and which property owners will benefit the most. It appears that The City of Grimes has not even considered this when arriving at the assessments.

I'm expecting to experience interruptions in doing business while the contractors are relocating the utilities for this project. I'm hoping these will be kept to a minimum during business hours, otherwise it could be a very costly experience for us.

After meeting with Grimes city engineer, Jerry Byg today and discussing the above issues, he has advised me to make my concerns aware to Grimes City Council Members for further consideration.

Sincerely,

A handwritten signature in black ink that reads "Glenn Keller". The signature is written in a cursive style with a large, prominent "G" and "K".

Glenn Keller
MAHN Investments LLC,
Keller & Associates, Inc.
1681 SE Destination Drive
Grimes, IA 50111

Dear Honorable Grimes Mayor and City Council:

We are writing to protest the recent assessment for the Road widening of SE 19th. There are several issues which we find unfair and unjust for a small business like ours and need to be addressed (Re: Lot #15 on your Map – 1751 Destination Drive):

- “Frontage properties’ always pay more in other assessments of commercial areas across the state for road improvements. Its common sense that those on the ‘main’ road increase in value for those restaurants, retail, Grocery Store or other destination sites desired (which will dramatically increase the empty farm land and all corner lots like Kum and Go as their traffic count and customer count will go up). Just like a beach house on the beach goes for 10 times more than a house 2 blocks off the beach, or a business on Jordan Creek Parkway (or George mills) goes for 10 times more than one hidden 2 blocks back. Thus your formula needs to be adjusted to be fair. We are 2 blocks back and are NOT ‘store front retail’ and do not have a steady stream of customers come to business(es). The bulk of this cost should be addressed by assessing much more to those that are facing the road and enjoying the benefits/value gained from it and experiencing high traffic count.
- We met with Jerry Byg, Fox Engineer and asked how the ‘formula’ was determined. He too felt those facing the new road should have been loaded up and those further away dropped significantly. He said, however, the developer had come up with this and was the leading guider for the council on this. While we have nothing against the developer, we can see why they might be inclined to ‘equally’ access properties (even those ‘set way back’), as the developer controls nearly 50% of the ‘land’ on SE 19th on the “north” side of the road and the other remaining properties are just adjacent to new road and also across from high traffic area of Kum & Go or 141 – See Map Exhibit A and Developer Properties in PINK. Relying on the ‘developers’ input to guide the council (when their assessed bill is drastically lowered over more ‘normal highway/street improvement’) assessments is huge conflict of interest at the very least and seems to violate most every state guideline in the tax/land arena. Of course they would want to pay a ‘smaller’ amount than is normally done. That is also why you have probably not heard much from other properties as there are only 6 small ‘not abutted’ to the road that in this category. Possibly there is some pre-built formula but we are not aware of it. The developer made money when our property was sold, and still has a lot of potential gain on 6 properties next to the proposed road and could offer to offset our tax consequences.
- Additionally, the “up to \$350,000 max” should have pro-rata portion discounted by the \$600,000 STP grant applied to it from FHWA lowering the \$350,000 substantially. Taking it ‘after the \$350,000’ is maxed out, seems unfair to the property and ‘tax paying’ businesses in the business park. This would discount the ‘overall \$350,000 by 25% or more. We all pay Federal and State taxes and should all equally benefit from the ‘Grant’ also lowering our ‘max’ cost, not just the ‘city’ budget dollars. This seems to violate equal protection clauses.
- Well over 95% of the users of that road are ‘passing through to Johnston schools, John Deere and nearby homes over in Johnston and are NOT using or stopping in the business park. They should be paying the bulk of this job as they are the ones benefiting. See Map Exhibit “B” and the large number of residential properties just a block or two away (plus many more to the EAST along with businesses) Our business pays taxes to both Grimes Schools and Johnston schools – Johnston should be funding a large portion of the costs to the Grimes ‘side’ as their citizens and companies are benefiting the most.

- Of the 5% remaining 'local' traffic left, 99.9% of those cars are going to: Kum & Go, Flooring Place, Carlson Systems, Storage Units, or DOT (Fedex was also heavy user the past decade but moved). Thus any assessment should be pro-rated to those that are on the road itself, 'use' or have the most to gain, not those that gain nothing and barely use the road. Less than 1/5000th of the use is by our building. We have a car count of about 5/per day on weekdays and nearly zero on weekends where one business has thousands of daily car count (yet are not paying 200-300 times more??). Having the road 1 lane is fine and making it 2 lanes offers no gain for us. If 2 lane is desired we are fine with that for the City's growth – those that benefit and are next to it should pay substantially more per square foot. No traffic count is going to increase (as we are on dead end road) nor would that help our business. Yet we pay the exact same amount per foot as any 'large' business, any business getting the 'gain' from direct access and property value going up being on the 'retail' fascia portion of the new road.
- Of the \$800,000 be assessed, the vast majority (\$500,000) is being 'deferred' indefinitely until they sell the property or develop. At that point, if they sell to a new HyVee for millions they will just price in the cost at that time. In the meantime they have an interest free loan indefinitely with no risk and also are not paying any real estate taxes (due to agriculture 'use'). Yet small businesses like ours are paying thousands every year and are being asked to pay this special large special assessment. Can we defer this indefinitely also?
- You said assessment was being done by 'entire platted property less street right away'. Our particular property has 2 side streets that also include 'utility easements' This land is always being torn up yearly by Century Link, Water company, Gas, etc and is unusable and should be excluded (well over 25% of the property). Our property and the one to the north also were required to have larger 'storm run off' pond/ditches that eats up much of the square feet – another 15-20% (while other businesses that have high traffic count have not).
- Additionally, once the above is corrected to more equitable solution, we ask for in writing assurances and guarantees that when and if Destination Drive is expanded we will NOT be assessed for that in the future and be hit 'twice' (any developer should born those costs for any work to the north). We have been told this is the case but additional assurances would be requested.

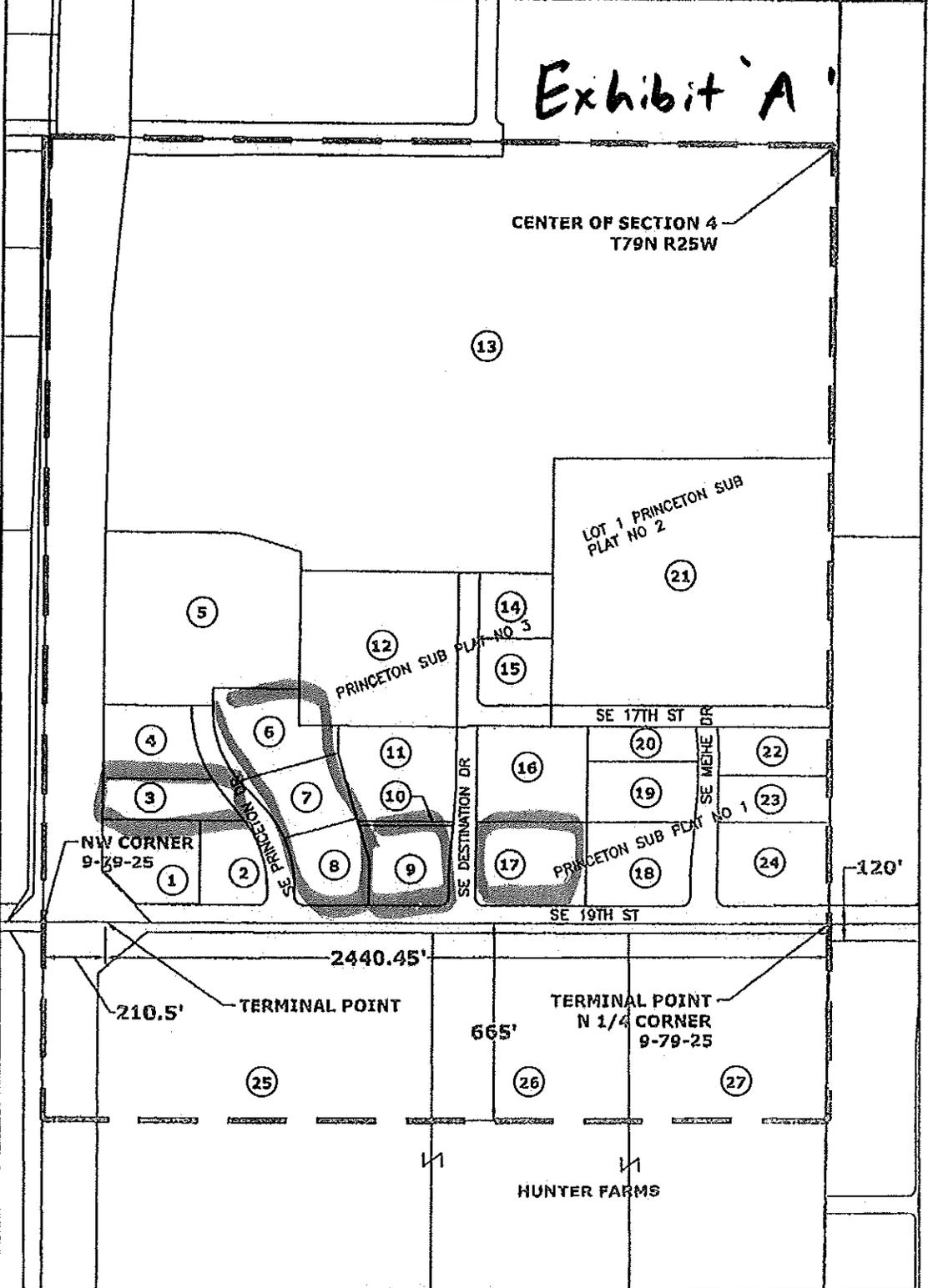
While the letter we received look like this was a 'done deal' ready to proceed in a mere 3 weeks, we appreciate your time in carefully reviewing the material at hand. We will be out of state next week but met with Jerry Byg and sent material to Rochelle who said she would pass on to all parties. Thank you all so much for your involvement and time in the community and council!!

Janet Minear

Janet Minear
Viz-Gun Holdings, LLC

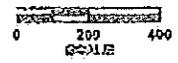
minearm@yahoo.com

Exhibit 'A'



ASSESSMENT DISTRICT BOUNDARY

ASSESSMENT DISTRICT
 SOUTH 600' OF THE NORTH 665' OF THE NW 1/4 OF SECTION 9
 TOWNSHIP 79 NORTH, RANGE 25, WEST AND ALL OF THE SW 1/4
 OF SECTION 4 TOWNSHIP 79 NORTH, RANGE 25, EXCEPT HIGHWAY
 AND STREET RIGHT OF WAY



FOX Engineering Associates, Inc.
 414 South 17th Street, Suite 107
 Ames, Iowa 50010
 Phone: (515) 233-0000
 FAX: (515) 233-0103

SE 19TH ST RECONSTRUCTION PROJECT
 COMMENCING AT THE NW CORNER OF
 SECTION 9 T79N R25W THENCE EAST
 210.5' TO THE POINT OF BEGINNING
 THENCE 2440.45' EAST

SE 19TH STREET ASSESSMENT PLAT	
DRAWN JBA	SHEET NO. 1
DATE 03/14/2014	P.N. 1005-13A

South 19th Street Paving Assessment District

Type 01

Board 201401

Certificate Number	Parcel No.	District/Parcel	Address	Current Title Holder	Mail To Address	Legal Description Assessed Area	Assessed Area Square Feet	Current Valuation	25% Valuation	Preliminary Assessment
1020100	1	311/00390-001-021		KRAUSE HOLDINGS INC	Krause Holdings Inc 6750 Westown Parkway W Des Moines IA 50266	Lot 1 Princeton Subdivision Plat 1 less Parcel A	89340	N/A	N/A	\$ 21,033.15
1020200	2	311/00390-001-022	1830 SE Princeton Drive Guimes Iowa 50010	NORRIS TRUST ETAL	Krause Holdings Inc 6750 Westown Parkway W Des Moines IA 50267	Parcel A in Lot 1 of Princeton Subdivision Plat 1	64120	N/A	N/A	\$ 20,269.35
1020300	3	311/00390-001-002	1860 SE Princeton Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC Johnston, Iowa 50131	Lot 2 Princeton Subdivision Plat 1	69287	N/A	N/A	\$ 3,844.03
1020400	4	311/00390-001-003	1830 SE Princeton Drive Guimes Iowa 50010	WE CAN BUILD IT LLC	We Can Build It LC 3409 Lincoln Place Dr Des Moines, Iowa 50312	Lot 3 Princeton Subdivision Plat 1	79018	N/A	N/A	\$ 4,845.15
1020500	5	311/00390-000-055		UWV INVESTMENTS LLC	UWV Investments LLC 2130 Grand Avenue Ste 2 Des Moines, Iowa 50312	Parcel F in SW 1/4 Sec 4 T79N R25W as recorded in Book 12009 page 197.	30076	N/A	N/A	\$ 21,202.67
1020600	6	311/00390-000-002	1831 SE Princeton Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 2 Princeton Subdivision Plat 3	92454	N/A	N/A	\$ 5,433.82
1020700	7	311/00390-001-005	1801 SE Princeton Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 5 Princeton Subdivision Plat 1	67300	N/A	N/A	\$ 3,956.29
1020800	8	311/00390-001-006	1811 SE Princeton Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 6 Princeton Subdivision Plat 1	67582	N/A	N/A	\$ 9,271.69
1020900	9	311/00390-001-010	1884 SE Destination Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 7 Princeton Subdivision Plat 1 except the North 7' thereof	77,382	N/A	N/A	\$ 12,047.89
1021000	10	311/00390-001-020		MARK HANSEN TRUST	Mark Hansen Trust 1403 334th Road Woodward, Iowa 50276	The north 7' of Lot 7 Princeton Subdivision Plat 1	4,785	N/A	N/A	\$ 281.29
1021100	11	311/00390-001-008	1830 SE Destination Drive Guimes Iowa 50010	KNOBLOUCH ENTERPRISES LLC	Knoblauch Enterprises LLC PO Box 747 Montezuma, Iowa 50171 Attn: Ken Knoblauch	Lot 8 Princeton Subdivision Plat 1	120,356	N/A	N/A	\$ 7,875.24
1021200	12	311/00390-003-001	1706 SE Destination Drive Guimes Iowa 50010	THE WESTMORLAND CO INC	Westmorland Company 209 Randolph Avenue, Suite 200 Huntsville, AL 35801	Lot 1 Princeton Subdivision Plat 3	275,604	N/A	N/A	\$ 16,291.64
1021300	13	311/00001-000-959		UWV INVESTMENTS LLC	UWV Investments LLC 2130 Grand Avenue Ste 2 Des Moines, Iowa 50312	Parcel E in SW 1/4 Sec 4 T79N R25W as recorded in Book 19162 page 852.	3,011,303	N/A	N/A	\$ 177,022.24
1021400	14	311/00390-000-003	1681 SE Destination Drive Guimes Iowa 50010	MAHN INVESTMENTS LLC	Mahn Investments LLC 1681 SE Destination Drive Guimes, Iowa 50111	Lot 3 Princeton Subdivision Plat 3	58,539	N/A	N/A	\$ 3,264.91
1021500	15	311/00390-000-004	1731 SE Destination Drive Guimes Iowa 50010	VEZ-CUN HOLDINGS	Jenett Minear 14932 Lakeview Dr Clive, Iowa 50325	Lot 4 Princeton Subdivision Plat 3	58,539	N/A	N/A	\$ 3,264.91
1021600	16	311/00390-001-009	1651 SE Destination Drive Guimes Iowa 50010	CARLSON SYSTEMS LLC	Carlson Systems LLC 10940 Hiaway St. Omaha, Nebraska 68154 Attn: Julie Hillger	Lot 9 Princeton Subdivision Plat 1	121,063	N/A	N/A	\$ 7,189.71
1021700	17	311/00390-001-010	1885 SE Destination Drive Guimes Iowa 50010	NEWARK LAND TRUST	Newark Land Trust LC Johnston, Iowa 50131	Lot 10 Princeton Subdivision Plat 1	108,377	N/A	N/A	\$ 14,071.64

Parcel ID	Lot	Address	Owner	Subdivision	County	Acres	Value	Use	
1021800	18	1888 SE Meibe Drive Grimes Iowa 50010	TKG STORAGESMART PARTNERS LP	Lot 11 Princeton Subdivision Plat 1	Columbia, MO 65202	103.620	\$ 13,291.75	N/A	
1021900	19	1859 SE Meibe Drive Grimes Iowa 50010	TKG STORAGESMART PARTNERS LP	Lot 12 Princeton Subdivision Plat 1	Columbia, MO 65202	77.807	\$ 4,585.73	N/A	
1022000	20	1820 SE Meibe Drive Grimes Iowa 50010	2323 DEAN LLC	Lot 13 Princeton Subdivision Plat 1	2323 Dean LLC 2400 86th St Suite 10 Urbandale, Iowa 50332	43.590	\$ 2,590.71	N/A	
1022100	21	2309 SE 17th Street Grimes Iowa 50010	NOVA DOT	Lot 1 Princeton Subdivision 2	State of Iowa 800 Lincoln Way Ames, Iowa 50010 Attn: Mike Clayton	794.820	\$ 48,108.37	N/A	
1022200	22	1821 SE Meibe Drive Grimes Iowa 50010	TONY PROPERTIES LLC	Lot 14 Princeton Subdivision Plat 1	Toney Properties LLC PO Box 710 Johnston, Iowa 50131	61.942	\$ 3,641.32	N/A	
1022300	23	1851 SE Meibe Drive Grimes Iowa 50010	THE KRUZAN GROUP	Lot 15 Princeton Subdivision Plat 1	The Kruzan Group 30655 NW 75th Ankeny Iowa 50023 Attn: Ted Krizan	61.706	\$ 3,631.09	N/A	
1022400	24	1889 SE Meibe Drive Grimes Iowa 50010	11154 51 LLC	Lot 10 Princeton Subdivision Plat 1	Wayne Fowler 11154 54 LLC 5512 Boulder Drive West Des Moines IA 50266	109.858	\$ 14,158.10	Agricultural Deferment	
1022500	25	31100013-046-102	HUNTER FARMS	S 600' OF N 605' of NW 1/4 of NW 1/4 Sec 9 T79N R29W	Hunter Farms 408 E HW 30-BOX 18A Jefferson, IA 50129	744.240	\$ 187,000.00	Agricultural Deferment	
1022600	26	31100013-046-101	HUNTER FARMS	S 600' OF N 605' of the W 1/2 of NE 1/4 of NW 1/4 Sec 9 T79N R29W	Hunter Farms 408 E HW 30-BOX 18A Jefferson, IA 50130	398.000	\$ 99,500.00	Agricultural Deferment	
1022700	27	31100013-046-100	HUNTER FARMS	S 600' OF N 605' of the E 1/2 of NE 1/4 of NW 1/4 Sec 9 T79N R29W	Hunter Farms 408 E HW 30-BOX 18A Jefferson, IA 50131	398.000	\$ 99,500.00	Agricultural Deferment	
TOTALS							7469046	\$804,400.00	0.00%

All properties being special assessed are covered by developers agreement.

Assessed Cost \$204,400
Total Project cost \$2,633,000.00
Percent Assessed 30.59%



March 21, 2014

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

Re: Setting hearing date for South East 19th Street Paving Project Special Assessment and establish bid date for receiving bids for the project
FOX Ref No: 1005-13A

Dear Mayor and City Council:

The project consists of grading, paving, storm sewer and appurtenant items on South East 19th Street from IA 141 east to the corporate limits of Grimes.

The City Council has directed that this project be constructed and that the cost of constructing the projects be special assessed to benefiting property owners. In order to begin the special assessment process for the South East 19th Street paving project, the City Council must have conducted a public hearing on the proposed cost of the projects and have approved a number of resolutions as required by Iowa State Code.

The appropriate resolutions have been prepared for the City Council to establish the date of the special assessment hearing as April 22, 2014. Fox Engineering has prepared the preliminary plans for the projects and these plans are on file with the City Clerk. Fox Engineering has also prepared the required assessment plats and assessment schedules that will be filed with the Polk County Treasurer's office.

The estimated total cost of the project is \$2,633,000 of which up to \$780,000 will be assessed. The assessment amount was determined by using the developer's agreement for Princeton Subdivision and an agreement with Hunter Farms. These agreements are that the assessed costs for paving will not exceed \$350,000 for parties covered by the Princeton Subdivision developer's agreement and not exceed \$350,000 for Hunter Farms. Land owners abutting SE 19th Street along the north right of way will be assessed 50% of the bike trail cost (\$44,000) and Hunter Farms will be assessed costs associated with water main extensions across SE 19th Street (\$36,000).

Fox Engineering recommends that the City Council proceed with these projects and that the City Council establish April 22, 2014 as the date of the public hearing for the South East 19th Street Paving project Special Assessment.

Fox has also completed plans and specifications for the project and requests that the City Council also take action to establish April 15, 2014 as the date to receive bids and to establish April 22, 2014 as the date to award the contract.

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

Very truly yours,
FOX Engineering Associates, Inc.

Jerry Byg, P.E.
Project Manager
cc: Kelley Brown, John Gade

RESOLUTION NO. _____

Preliminary resolution pursuant to Section 384.42 of the Iowa Code covering the South East 19th Street Paving Project

WHEREAS, it is deemed advisable by the City Council of the City of Grimes, Iowa (the "City") that certain public improvements be constructed in the City in accordance with the provisions of Chapter 384 of the Code of Iowa, and a portion of the cost be assessed to the property benefited thereby; and

WHEREAS, the City has arranged for engineering services with FOX Engineering Associates, Inc., in connection with the said improvement;

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

Section 1. The following street improvements shall be constructed as a single improvement and such improvement shall be located with terminal points as follows:

South East 19th Street 9" PCC Paving and appurtenances in the right of way of South East 19th Street beginning at a point 210.5' east of the west line of Section 9, Township 79 North, Range 25 West of the 5th P.M., thence east 2,440.45'.

It is considered that the property within the following described boundaries will be specially benefited by this improvement and should be specially assessed:

The SW ¼ of Section 4 Township 79 North Range 25 West of the 5th P.M. and the South 600' of the North 665' of the NW ¼ of Section 9 Township 79 North Range 25 West of the 5th P.M. except street and highway right of way.

Section 2. The Project Engineers are hereby ordered to prepare preliminary plans and specifications, an estimated total cost of the work and a plat and schedule and to file the same with the City Clerk.

Section 3. The improvement shall be known as the "South East 19th Street Paving Project," and shall be so referred to in all subsequent proceedings.

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

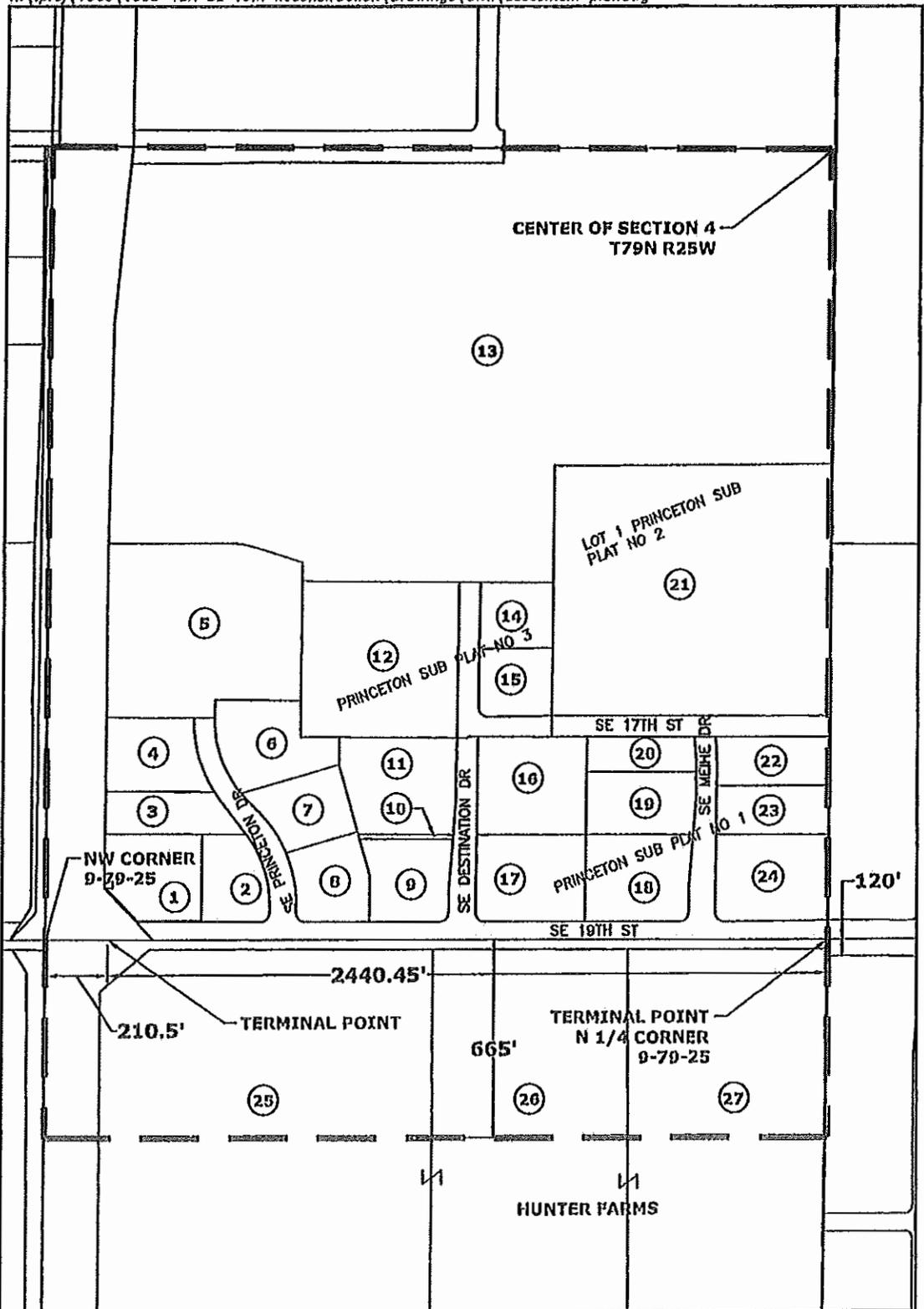
Passed and approved March 25, 2014.

Page 4

Mayor

Attest:

Rochelle Williams - City Clerk



ASSESSMENT DISTRICT BOUNDARY

ASSESSMENT DISTRICT
 SOUTH 600' OF THE NORTH 665' OF THE NW 1/4 OF SECTION 9
 TOWNSHIP 79 NORTH, RANGE 25, WEST AND ALL OF THE SW 1/4
 OF SECTION 4 TOWNSHIP 79 NORTH, RANGE 25, EXCEPT HIGHWAY
 AND STREET RIGHT OF WAY

NORTH

0 200 400
SCALE

<p style="font-size: small; margin-top: 5px;">FOX Engineering Associates, Inc. 414 South 17th Street, Suite 107 Ames, Iowa 50010 Phone: (515) 233-0000 FAX: (515) 233-0103</p>	SE 19TH ST RECONSTRUCTION PROJECT COMMENCING AT THE NW CORNER OF SECTION 9 T79N R25W THENCE EAST 210.5' TO THE POINT OF BEGINNING THENCE 2440.45' EAST	SE 19TH STREET ASSESSMENT PLAT
	DRAWN: JBA DATE: 03/14/2014	SHEET NO.: 1 P.N.: 1005-13A

Proposed
Resolution 04-2314 of Necessity

WHEREAS, the City Council of the City of Grimes, Iowa, has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the South East 19th Street Paving Project (the "Project"); and

WHEREAS, pursuant thereto, the Project Engineers have prepared preliminary plans and specifications, an estimated total cost of the work and a plat and schedule, including the valuation of each lot as determined by this Council, and the same have been duly adopted and are now on file with the City Clerk;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Project, and to assess a portion of the cost to the property benefited thereby.

Section 2. The following roadway improvement shall be constructed as a single improvement and such improvement shall be located with terminal points as follows:

South East 19th Street 9" PCC Paving and appurtenances in the right of way of South East 19th Street beginning at a point 210.5' east of the west line of Section 9, Township 79 North, Range 25 West of the 5th P.M., thence east 2,440.45'.

It is considered that the property within the following described boundaries will be specially benefited by this improvement and should be specially assessed:

The SW ¼ of Section 4 Township 79 North Range 25 West of the 5th P.M. and the South 600' of the North 665' of the NW ¼ of Section 9 Township 79 North Range 25 West of the 5th P.M. except street and highway right of way.

Section 3. It is hereby found and determined that there are now on file in the office of the City Clerk an estimated total cost of the proposed work and a preliminary plat and schedule showing the amount proposed to be assessed to each lot by reason of the Project.

Section 4. This Council will meet at 5:30 o'clock p.m., on the 22nd day of April 2014, at the Grimes City Hall, in the City, at which time and place it will hear the property owners subject to the proposed assessment or assessments and interested parties for or against the Project, its cost, the assessment thereof or the boundaries of the properties to be assessed.

Section 5. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using the special assessment procedure.

Section 6. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 22nd day of April, 2014

Mayor Thomas M. Armstrong

Attest:

Rochelle Williams - City Clerk



April 15, 2014

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

Re: Hearing for South East 19th Street Paving Project Special Assessment and Award of project
FOX Ref No: 1005-13A

Dear Mayor and City Council:

The project consists of grading, paving, storm sewer and appurtenant items on South East 19th Street from IA 141 east to the corporate limits of Grimes.

The Iowa Department of Transportation received bids on this project on April 15, 2014 in the following amounts:

Concrete Technologies Inc.	\$2,037,877.63
Corell Contractor Inc.	\$2,147,308.22
Alliance Construction Group, LLC and K Cunningham Const.	\$2,170,736.53
McAninch Corporation	\$2,187,468.97
Engineer's Estimate	\$1,988,000.00

The City Council has directed that this project be constructed and that a portion of the cost of constructing the projects be special assessed to benefiting property owners. In order to continue the special assessment process for the South East 19th Street paving project, the City Council must conduct a public hearing on the proposed cost of the project and approve a number of resolutions as required by Iowa State Code.

Earlier, the appropriate resolutions were prepared for the City Council to establish the date of the special assessment hearing as April 22, 2014. Fox Engineering prepared the preliminary plans for the projects and these plans are on file with the City Clerk. Fox Engineering also prepared the required assessment plats and assessment schedules that will be filed with the Polk County Treasurer's office after the preliminary resolution is approved.

The estimated total cost of the project is \$2,633,000 of which up to \$804,400 will be assessed. The assessment amount was determined by using the developer's agreement for Princeton Subdivision and an agreement with Hunter Farms. These agreements are that the assessed costs for paving will not exceed \$350,000 for parties covered by the Princeton Subdivision developer's agreement and not exceed \$350,000 for Hunter Farms. Land owners abutting SE 19th Street along the north right of way will be assessed part of the bike trail cost (\$52,600) and Kum and Go will be assessed all costs for constructing their driveway \$(15,800) and Hunter Farms will be assessed costs associated with water main extensions across SE 19th Street (\$36,000).

Fox Engineering recommends that the City Council proceed with the project and that the City Council approve the resolution of necessity for the South East 19th Street Paving project Special Assessment project and award the project to Concrete Technologies Inc. in the amount of \$2,037,877.63.

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

Very truly yours,
FOX Engineering Associates, Inc.

Jerry Byg, P.E.
Project Manager
cc: Kelley Brown, John Gade



April 9, 2014

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

Re: Establishing date for receiving bids for Prairie Business Park Sanitary Sewer
FOX Ref No: 8630-13C

Dear Mayor and City Council:

The owner of the parcel located in the SE corner of SE James Street and SE 37th Street wishes to develop this land but no sanitary sewer crosses or abuts the property. As part of the negotiations with the developer, the City of Grimes has agreed to extend a sanitary sewer from an existing nearby sanitary sewer. The City of Grimes is also to extend a 12" water main across SE 37th Street from the existing 12" water main on the north side of SE 37th Street into the property.

For the sanitary sewer project, there were two options considered. Option 1 was to extend sewer from the west end of SE 41st Street across the Baer property. Option 2 was to extend sewer from 1320' north of SE 37th Street along the east right of way line of SE James Street.

After negotiations with the Baer's failed, an easement from the Grossmans was acquired and plans and specifications for option 2 were developed for bidding.

The Prairie Business Park Sanitary Sewer project consists of installing 10" sanitary sewer from 1320' north of SE 37th Street to the SE corner of SE 37th Street and SE James Street. The estimated cost of these improvements and engineering is \$250,000.

Fox has completed plans and specifications for Prairie Business Park Sanitary Sewer project and recommends that the City Council also take action to establish May 7, 2014 as the date to receive bids and to establish May 13, 2014 as the date to award a contract.

Please contact us with any questions or comments regarding these recommendations.

Very truly yours,
FOX Engineering Associates, Inc.

Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade

**CITY OF GRIMES
NOTICE OF HEARING AND INVITATION TO BID
FOR**

**Prairie Business Park Sanitary Sewer
Grimes, Iowa**

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the City Clerk, City of Grimes, Iowa, in her office at City Hall, 101 NE Harvey, Grimes, IA 50111, before 11:00 AM (local time) on May 7, 2014, for the project described as Prairie Business Park Sanitary Sewer, Grimes, Iowa, as hereinafter described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk. Proposals will be acted upon by the City Council at a meeting to be held at 5:30 PM on May 13, 2014 in the City Council Chambers, Grimes, Iowa or at such later time as may be designated at said meeting. At said meeting, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows: **The project consists of installation of 1,459 L.F. of 10" sanitary sewer, Bore and Jack 160 L.F. of 16" steel casing, 5 each sanitary sewer manholes, 100 L.F. 12" water main, tree removal, fence removal and restoration of disturbed areas.**

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the City of Grimes City Council.

Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, Prairie Business Park Sanitary Sewer, Grimes, Iowa. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Grimes, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Grimes, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

Notice to Proceed shall be issued upon execution of the Agreement by the contractor with delivery of acceptable bonds and certificate of insurance and execution of the Agreement by the owner. The work shall commence as soon as possible and be completed by August 1, 2014. Liquidated damages for not meeting the final completion date shall be \$500 per day.

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

The Owner reserves the right to reject any or all proposals and to waive informalities.

The successful bidder will be required to furnish a bond in an amount equal to 100% of the contract price, and said bond to be issued by a responsible surety approved by the Owner and shall guarantee

the faithful performance of the contract and the terms and conditions therein contained, and the warranty of the materials and workmanship for not less than four (4) years from the time of acceptance of said improvements by the City Council.

Bidding Requirements and Contract Documents governing the construction of the proposed Improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of receipt of proposals.

Paper copies of said Bidding Requirements and Contract Documents are now on file in the office of the City Clerk, City Hall, Grimes, Iowa, for examination by prospective bidders, and prospective bidders may obtain paper copies from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010. A deposit charge of \$50.00 per set of Bidding Requirements and Contract Documents will be made, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Published by order of the City Council of Grimes, Iowa

Rochelle Williams, City Clerk



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

RFP: Basketball Side Hoop Replacement at GCC

The City of Grimes is requesting bids for the following equipment to be installed in the Grimes Community Complex.

1. **Removal of 2 existing backstops**
 2. **Install 2 Goalsetter Baseline Frames (38" x 60" tempered glass backboard) using 4" hollow concrete block wall anchors with 7' ½" total depth.**
 3. **Includes Breakaway Goal**
 4. **No Painting or patching required.**
- Installation shall be within 60 days of bid award.
 - Project completion shall be accepted by the City of Grimes prior to payment.
 - Bid Closing is April 21, 2014 at 10AM
 - Please submit bids to Rochelle Williams -- Grimes City Clerk

The City of Grimes reserves the right to reject any and/or all bids.

Any questions, please contact Brett Barber, Grimes Parks and Recreation Director by email at bbarber@ci.grimes.ia.us or by phone at 515-986-2143.



ORDINANCE #627

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES RENAMING Chapter 165B, AND AMENDING CHAPTERS 165B.01, 165B.02, 165B.17 and 165B.19 UNDER THE HWY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT

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

SECTION 1. Purpose. The purpose of this Ordinance is to rename and amend the Grimes Code of Ordinances Chapter 165B, Highway 44 Mixed Use Development Corridor Overlay District.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 165B be renamed, revise Section 165B.01 and 165B.02, 165B.17 and 165B.19 shall be amended to read as follows:

165B HIGHWAY 44 MIXED USE DEVELOPMENT CORRIDOR OVERLAY DISTRICT CHAPTER

Renaming Grimes Code of Ordinances Chapter 165B Highway 44 Mixed Use Development Corridor Overlay District to Chapter 165B Transportation Corridor Mixed Use Development Overlay District. Also provide a provision that that every reference to Hwy 44 Mixed Use Development Overlay District in the Grimes Code of Ordinances shall be stricken and replaced with "Transportation Corridor Mixed use Development Overlay District Zoning District.

165B.01 PURPOSE. It is the intent of the City of Grimes that a mixed use development overlay district be created along the Highway 44 transportation corridor and the other major transportation corridors as indicated on the zoning map. ~~at the intersection of S.E./S.W. 19th Street and James Street~~ that will provide for a combination of permitted uses, including commercial and residential development and governmental offices in a "traditional" development pattern. This overlay district is intended to supplemental the base zone regulations within the overlay district boundaries in order to preserve the existing mix of commercial and residential uses within the district boundaries; to enhance the Highway 44 transportation corridor; to encourage new commercial and residential development in an orderly and compatible manner, including mixed commercial/residential development with residential structures above the first floor; to allow for maintenance and renovation of existing residential uses, while providing for appropriate redevelopment and/or adaptive reuse of existing residential structures; to preserve the historical resources of the City; to protect the environment; maintain and enhance "a sense of community"; and to reflect the unique development needs of the areas of the City impacted by proximity to the Highway 44 transportation corridor, the

other major transportation corridors as indicated on the zoning map. S.E./S.W. 19th Street and James Street.

This Ordinance has been made with reasonable consideration to the character of areas included in this overlay district regulation and the peculiar suitability of such areas for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land within the City.

165B.02 INTERPRETATION AND APPLICATION. The overlay zoning district created by this Ordinance is intended to function as an "overlay" to the underlying "base" zoning districts, and these regulations are in addition to the use, yard, bulk and other requirements of the applicable "base" zoning district. The two locations of this overlay zoning district shall be shown on the Official Zoning Map of the City and are referred to as Highway 44 Overlay Area 1, which is located generally along both sides of the Highway 44 corridor, and Highway 44 Overlay Area 2, which are the other major transportation corridors as indicated on the zoning map. which is located at the intersection of S.E./S.W. 19th Street and James Street.

165B.17 (2) B LANDSCAPING AND SCREENING.

~~B. The parking lot setback areas along the street side of property shall be landscaped with grass or vegetative ground cover. Low shrubs and low perennials may also be planted in these setback areas as long as they do not impact sight visibility at intersections and driveways. One over-story tree shall be planted for every forty (40) lineal feet along the street, exclusive of driveway openings, except along Highway 44. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least eight (8) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every forty (40) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one (1) shrub shall be planted every ten (10) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving. The planting of trees is not required along Highway 44 in order to preserve sight visibility and to avoid interference with street lighting.~~

165B.19 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in the Chapter 165B may be waived by the City Council, after consideration by the Planning and Zoning Commission. if necessary, for reasons of safety, topographic conditions, or engineering problems, as the City Council may determine. No waiver shall be authorized or permitted for relief from any of the requirements of this Chapter for reasons related primarily to the costs of compliance or aesthetic preferences. Any person seeking a waiver under this Section shall submit a written application for

the waiver to the City detailing the reasons for the waiver. ~~Such application shall include a detailed description of the safety, topographic condition or engineering need. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Unit Development District)~~

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

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

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

Passed by the City Council on this th day of and approved on this day of , 2014.

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk



ORDINANCE #628

**AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES Chapter 165A.27
UNDER THE HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT
BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA**

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Chapter 165B, Mixed Use Development Corridor Overlay District.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Chapter 165A, revise Section 165A.27 shall be amended to read as follows:

165A.27 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in this Chapter 165A may be waived by the City Council after consideration by the Planning and Zoning Commission. Any person seeking a waiver under this Chapter shall submit a written application to the City detailing the reasons for the waiver. ~~for reasons of safety or engineering, as the Commission may determine. No waiver shall be authorized or permitted for relief from any of the requirements of this Chapter 165A for reasons related primarily to the costs of compliance or aesthetic preferences.~~ Any person seeking a waiver under this Section shall submit a written application to the Planning and Zoning Commission which shall include a detailed description of the safety or engineering need for a waiver. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Unit Development District)

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

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

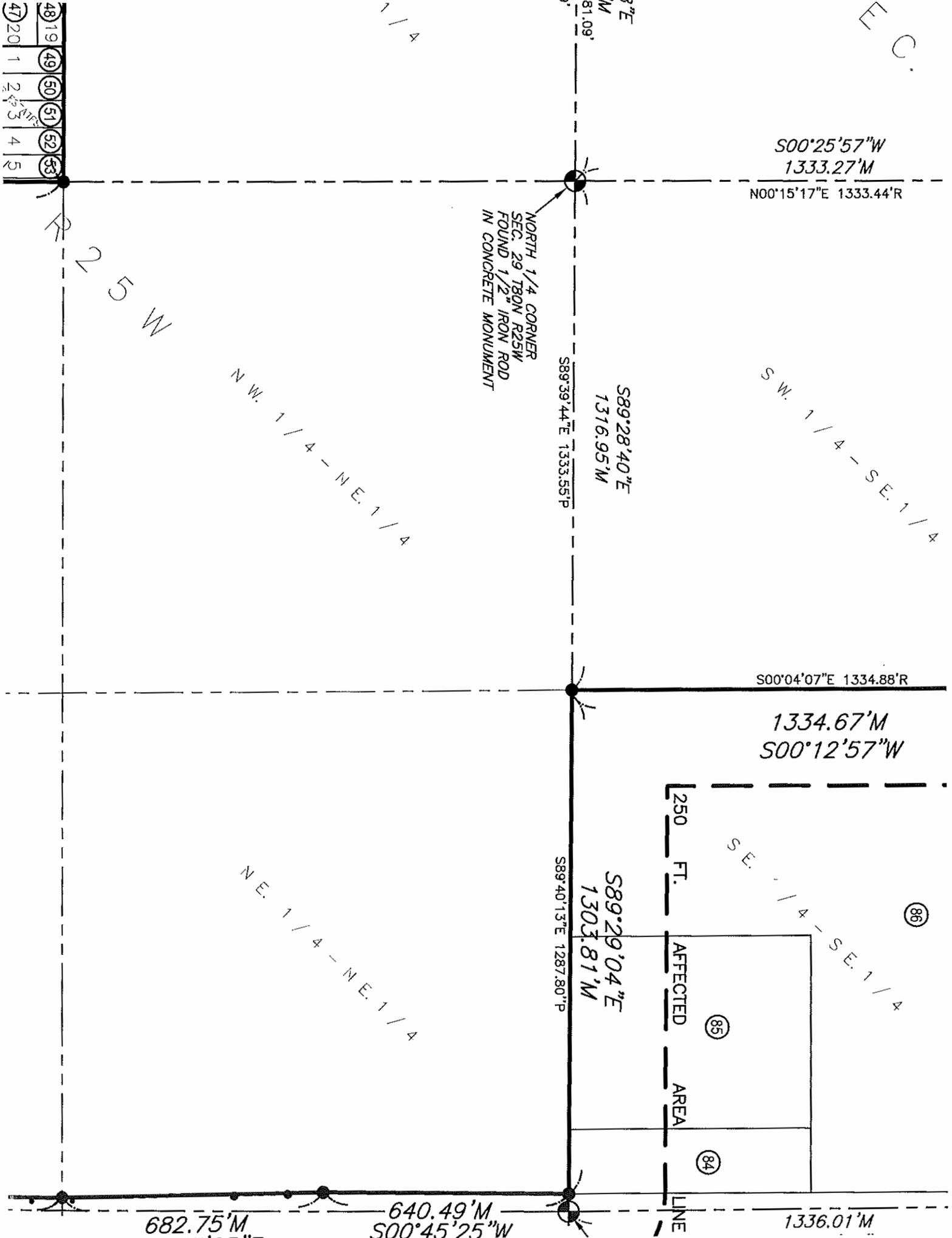
SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this th day of and approved on this day of , 2014.

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

ENC.



48 19
47 20

49 1
50 2
51 3
52 4
53 5

3°E
81.09'
M

S00°25'57"W
1333.27'M

N00°15'17"E 1333.44'R

NORTH 1/4 CORNER
SEC. 29 T80N R25W
FOUND 1/2" IRON ROD
IN CONCRETE MONUMENT

S89°39'44"E 1333.55'P

S89°28'40"E
1316.95'M

S.W. 1/4 - S.E. 1/4

N.W. 1/4 - N.E. 1/4

S00°04'07"E 1334.88'R

1334.67'M
S00°12'57"W

250 FT.

AFFECTED AREA

LINE

S89°40'13"E 1287.80'P

S89°29'04"E
1303.81'M

N.E. 1/4 - N.E. 1/4

S.E. 1/4 - S.E. 1/4

682.75'M

640.49'M
S00°45'25"W

1336.01'M



January 6, 2014

Mayor and City Council
Grimes, Iowa
101 N. Harvey Street
Grimes, Iowa 50111

Honorable Mayor and Members of the City Council:

On behalf of the Owner, Beaverbrooke Development Company, I am requesting consideration of rezoning the following legally described property from

A-1 AGRICULTURAL, R-3 MULTI FAMILY DWELLING DISTRICT, R-2 70 SINGLE AND 2 FAMILY DWELLING DISTRICT AND C-2 GENERAL & HIGHWAY SERVICE COMMERCIAL DISTRICT TO PUD-PLANNED UNIT DEVELOPMENT DISTRICT:

PROPERTY DESCRIPTION:

BOOK 11937 PAGES 250-252

PARCEL K IN A PARCEL OF LAND IN PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M. AND A PART OF THE NORTH 1/2 AND A PART OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF GRIMES, POLK COUNTY, IOWA AS DESCRIBED IN THE PLAT OF SURVEY AS RECORDED IN THE OFFICE OF THE POLK COUNTY RECORDER IN BOOK 11866 OF PAGE 944.

AND,

BOOK 16029 PAGES 129-130

BEGINNING AT A POINT AT THE SW CORNER OF THE N 1/2 OF THE NW 1/4 OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., IN THE CITY OF GRIMES, POLK COUNTY, IOWA THENCE NORTH 340.4 FEET ALONG THE WEST LINE OF SAID SECTION 32; THENCE EAST 695 FEET ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE SOUTH 340.4 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32; THENCE WEST 695 FEET ALONG THE SOUTH LINE OF THE N 1/2 OF THE NW 1/4 OF SAID SECTION 32 TO THE PLACE OF BEGINNING.

Respectfully Submitted,

Date 1-7-2014

Gene Gabus