



101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall 5:30 P.M.

June 10, 2014

Mayor Tom Armstrong

City Council: Jill Altringer, Tami Evans, Craig Patterson

Ty Blackford and Doug Bickford

City Administrator Kelley Brown

City Clerk Rochelle Williams, City Treasurer Deb Gallagher,

City Attorneys Tom Henderson, Erik Fisk

City Engineer John Gade

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

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

GENERAL AGENDA ITEMS.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from May 13, 2014 Council Meeting
 - B. Tobacco Permits 2014/2015 (effective for July 1 – yearly renewal)
 - C. Hutchinson Salt Company – salt for storage building \$73,647.14
 - D. Request for Fireworks Display for July 5th for Cutty's Des Moines Camp Club
 - E. Request for Fireworks Display for October 4th at Cutty's Des Moines Camp Club
 - F. Des Moines Area Metropolitan Planning Organization Fiscal Year 2015 Assessment \$8,246 (*amount assessment rate of \$1.00 per capita according to 2010 Census population figure of 8,246*)
 - G. Mississippi Lime Company – quicklime \$3,662.70 (*operational chemicals for plant*)
 - H. Sanitary Sewer Easement with Metro Waste Authority (*easement for the purpose of construction, installation and maintenance of sanitary sewer*)
 - I. Sanitary Sewer Easement Vacation with City of Grimes and Metro Waste Authority (*easement - as part of the platting of Lot 6, Gateway Commerce Plat 1*)
 - J. Sanitary Sewer Easement Vacation with City of Grimes and Metro Waste Authority (*easement*)



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846
recorded in Book 7779 at page 175 of the Polk County records)
K. Pay Request to Edge Commercial for Glenstone Park Phase I - \$68,720.33
L. UTV Bobcat in an amount not to exceed \$23,000
M. Claims dated June 10, 2014

6. Fire Chief Report

7. Patrol Report

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

- A. Public Hearing for the City of Grimes 2013-2014 Budget Amendment
- B. Resolution 06-2614 Approving the City of Grimes 2013-2014 Budget Amendment
- C. Second Reading of Ordinance #632 Curb It! Fee effective July 1, 2014 increasing \$.04 to \$2.65 per Household, 1.5% increase

PUBLIC FORUM

“Those people wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues per Grimes Rules of Procedure for Conduct of City Business – May 2005.”

COUNCIL ACTIONS

- A. Meadowlark South Plat 5 – Final Plat
- B. Prairie Business Park – Site Plan
- C. Metro Waste Transfer Station – Site Plan
- D. Glenstone Trail Plat 8 – Final Plat
- E. Request for Private Fireworks Display
- F. Contract Agreement with US Water

COUNCIL DISCUSSIONS

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

ADJOURNMENT

CITY COUNCIL MEETING
 Tuesday, May 27, 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, May 27, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance. Roll Call: Present: Patterson, Altringer, Evans, Blackford, Bickford

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda.
 Moved by Evans, Seconded by Blackford; the agenda shall be approved.
 Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Presentation from MidAmerican On Request For Renewal Of Franchise Agreement – Mark Reinders of MidAmerican

Mark Reinders, the Franchise Manager for MidAmerican, was present to address the Council. Reinders advised that if the Council wished to renew the 25 year agreement this would be the first step. Reinders stated that this agreement is to acquire, construct, erect, maintain and operate in the City of Grimes an electric system and communications facilities and to furnish and sell electric energy to the City and its inhabitants. Mayor Armstrong advised to move forward with the next step on the renewal. Reinders advised that this would be to set a Public Hearing.

Approval of the Consent Agenda

Minutes from May 13, 2014 Council Meeting B. Radish Alcohol License Class C , catering privilege with Sunday Sales C. Change Order 2 to Communication Technologies LLC for Hwy 44 Electric Relocation decreasing contract \$2,544.62 D. Engineer’s Statement of Completion for the Hwy 44 Electric Relocation by Communications Tech.E. Set Public Hearing for the City of Grimes 2013-2014 Budget Amendment for June 10, 2014 F. Baker Electric for installation of New Pole Light at Library - \$3,982.85 G. Central Pump & Motor in the amount of \$7,535 for a double railed guide system for the southeast Lift station H. Kester’s Wild Game Food in the amount of \$4,000 to purchase 10,000 reeds I. Developer’s Agreement payment to CCRC of Grimes LLC - \$121,727 J. Doctors Now – Fire Department Yearly Physicals - \$4,705 K. Resolution 05-2514 Weight Limit L. Claims dated May 25, 2014 -\$598,529.69

Feb 2014				
	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,615,245.38	66,165.11	372,733.40	4,308,677.09
Special Revenue Fund	38,729.42	83,466.40	3,123.70	119,072.12
Debt Service Capital Improvements	3,980,204.72	19,529.56	0.00	3,999,734.28
Enterprise Fund	1,255,916.98	1,389,734.26	240,691.05	2,404,960.19
Total	4,563,325.58	274,788.85	612,783.86	4,225,330.57
	14,453,422.08	1,833,684.18	1,229,332.01	15,057,774.25

March-14

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,308,677.09	237,893.39	502,397.45	4,044,173.03
Special Revenue Fund	119,072.12	119,677.00	2,699.93	236,049.19
Debt Service Capital Improvements	3,999,734.28	47,023.60	0.00	4,046,757.88
Enterprise Fund	2,404,960.19	4,801.00	102,322.52	2,307,438.67
Total	4,225,330.57	373,839.15	131,279.43	4,467,890.29
	15,057,774.25	783,234.14	738,699.33	15,102,309.06

April-14

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,044,173.03	1,783,275.91	462,809.95	5,364,638.99
Special Revenue Fund	236,049.19	550,275.72	4,775.83	781,549.08
Debt Service Capital Improvements	4,046,757.88	600,730.21	0.00	4,647,488.09
Enterprise Fund	2,307,438.67	2,653.50	43,528.42	2,266,563.75
Total	4,467,890.29	321,782.83	183,035.01	4,606,638.11
	15,102,309.06	3,258,718.17	694,149.21	17,666,878.02

Moved by Bickford, Seconded by Altringer; the Consent Agenda shall be approved.
 Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PEOPLESERVICE REPORT

Steve Robinette of PeopleService and Grimes Water and Wastewater was present. He advised that they recovered about 60% of the water we pumped into the ASR last winter. He advised that roughly 10 million gallons are left to recover. Robinette added that the plants have been operating about 12-13 hours daily. He stated that the wells have either maintained or gone up roughly 5%. Robinette stated that they would be doing sewer cleaning in the Capital City area.

PUBLIC AGENDA ITEMS Council may consider and potentially act on the following

Public Agenda items.

A. Second Reading of Ordinance #630 Amending The Grimes Code Of Ordinances Chapter 136.08 Sidewalk Standards

Mayor Armstrong reminded the Council that this Ordinance would have final plats approved after July 1, 2014 to have sidewalk at least five (5) feet wide and four (4) inches thick, and each section shall be no more than five (5) feet in length, maximum cross slope is 2.0% with a target value of 1.5%)

Moved by Blackford, Seconded by Patterson; the Second Reading of Ordinance #630 Amending The Grimes Code Of Ordinance Chapter 136.08 Sidewalk Standards shall be approved.

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

Moved by Blackford, Seconded by Patterson; the Third Reading of Ordinance #630 shall be waived

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

Moved by Blackford, Seconded by Patterson; Ordinance #630 shall now be adopted.

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

B. Second Reading of Ordinance # 629 to Adopt the Official Grimes Zoning Map (*update zoning map*)
Moved by Patterson, Seconded by Evans; the Second Reading of Ordinance #629 shall be approved.

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

Moved by Patterson, Seconded by Evans; the Third Reading of Ordinance #629 shall be waived.

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

Moved by Patterson, Seconded by Evans; Ordinance #629 shall now be adopted.

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

C. Second Reading of Ordinance #631 Rezone of Heritage Development from A-1 Agricultural, R-3 Multi Family Dwelling District, R-2 Single and 2 Family Dwelling District and C-2 General and Highway Service Commercial District to R-4 Planned Unit Development

Moved by Patterson, Seconded by Blackford; the Second Reading of Ordinance # 631 shall be approved.

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

Moved by Patterson, Seconded by Blackford; the Third Reading of Ordinance #632 shall be waived.

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

Moved by Patterson, Seconded by Blackford; Ordinance #631 shall now be adopted.

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

D. Public Hearing on a Request from Metro Waste Authority to increase Curb It! Fee effective July 1, 2014 increasing \$0.04 to \$2.65 per household per month, 1.5% increase.

Mayor Armstrong opened the Public Hearing at 5:55 pm. There being no oral or written comments the Public Hearing was closed at 5:55 pm.

E. First Reading of Ordinance #632 Curb It! Fee effective July 1, 2014 increasing \$.04 to \$2.65 per Household, 1.5% increase.

Moved by Bickford, Seconded by Blackford; the First Reading of Ordinance #632 Curb It! Fee shall be approved.

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

F. Recommendation to Enter Into Negotiations To Contract Services For The Grimes Water and Wastewater Plants

Mayor Armstrong stated that this was a hard decision to make when you have a long term provider and a new provider.

Mayor Armstrong advised that a committee that was comprised of Steve Troyer and John Gade of Fox Engineering along with Economic Development Director Brian Buehe, Council Member Jill Altringer, City Administrator Kelley Brown and himself had reviewed RFP's for contract services for the Grimes Water and Wastewater Plants. Mayor Armstrong advised that the five year contract with People Service was up for renewal in July of this year. He stated that three proposals were received but it came down to two companies; People Service and US Water. Mayor Armstrong stated that after hours of review and interview process it was decided by the committee to enter into negotiations with US Water to contract services for a period of five years. He wanted to stress that they wanted US Water to do whatever was in their power to retain the existing employees who would like to transition to US Water and are eligible for rehire. Council Member Altringer stated that individually and collectively the committee had put many hours into this decision. She added that all members on the committee spend a lot of time reviewing the materials supplied by each company. She also thanked each of the companies who came in and interviewed with them and answered their questions. Council Member Altringer thanked PeopleService for the services that they had provided.

Council Member Altringer moved to enter into negotiations with US Water for the Grimes Water and Wastewater Plants. She added that every effort should be made to hire as many existing personnel as possible that fit with the company. The motion was seconded by Patterson.

Council Member Evans stated that she appreciated all the work the committee did on this issue but was disappointed that the Council was not included more. She stated that she felt the Council could have been better informed. Council Member Evans stated that it was not like we are buying a truck this is a major undertaking for the City. She added that this may be the best choice but felt she has not been informed enough to make a decision. Council Member Blackford asked for confirmation that he understood US Water would retain as many PeopleService employees as possible. Mayor Armstrong stated that was correct, every effort would be made to keep some of the institutional knowledge. Council Member Altringer added that during the interview process US Water was asked how they would proceed and they assured us that they would look to interview existing staff.

Roll Call: Ayes: Altringer, Patterson, Blackford, Bickford. Nays: Evans. Motion passes: 4 to 1.

PUBLIC FORUM

Jeff Peterson of 1117 NW Gabus Circle, Grimes, Iowa addressed the Council. Peterson addressed his concerns over having purchased a home in Grimes on a foreclosure. He had taken out a building permit for an accessory building and after having built it found that it was not allowed according to his covenant. Peterson stated he has lived in the home for two years and was never made aware there was a covenant in the area. He is just requesting that associations be required to file their covenant with the City so that homeowners can be made aware of those requirements.

Aaron Voss with US Water addressed the Council. He thanked the Council for the opportunity to participate in the RFQ process. He added that he felt it was a very open and fair process and thanked them for the due diligence that was done. Voss stated that they are excited to be here and that they will be able to bring a lot of technical resources. He added that one of the first things that they will do is a complete utility assessment and be on board with where they need to go with moving forward. Voss thanked the Council again and stated that they are excited to get started.

COUNCIL ACTIONS

A. Public Hearing for a Loan Contract for lease of two snow plows and a skid loader for a total financing amount not to exceed \$400,000.

Mayor Armstrong opened the Public Hearing at 6:11 pm. There being no oral or written comment the Public Hearing was closed at 6:11 pm.

B. Resolution 05-2414 Resolution Approving and Authorizing Execution Of A Loan Agreement Between The City Of Grimes And Charter Bank In An Amount Not To Exceed \$400,000 For The Purchase Of (2) New O'Halloran International Snow Plows And (1) Bobcat Skid Loader Moved by Blackford, Seconded by Evans; that Resolution 05-2414 Approving and Authorizing the Execution of a Loan Agreement Between the City of Grimes and Charter Bank in an amount not to exceed \$400,000 for the purchase of 2 new O-Halloran International Snow Plows and 1 Bobcat Skid Loader shall be approved.

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

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Armstrong advised that he wished to appoint Karrie Anderson, 411 SW Kennybrooke Drive, to the Board of Adjustments for a term that will expire on Jan 1, 2018

Moved by Altringer, Seconded by Blackford; Karrie Anderson shall be appointed to the Board of Adjustments for a term that will expire on Jan 1, 2018.

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

2. City Attorney's Report

City Attorney Henderson stated that they would be meeting with representatives from Cutty's Campground regarding water concerns on Thursday.

3. City Engineer's Report

4. City Staff Report

5. Old Business

6. New Business

ADOURNMENT

Moved by Altringer, Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:15 pm.

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

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



The workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, May 27, 2014 at 6:40 p.m. in Grimes City Hall.

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

APPROVAL OF THE AGENDA

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

Roll call. Ayes: All. Nays: None. Motion passes 5 to 0.

RDG Update of City Hall Master Planning

Philip Hodgkin and Doug Adamson of RDG Planning and Design were present to update the Council on an overview of a master plan for City facilities for the future. Hodgkin reviewed several options with the Council to start to consider for locations and how these facilities could possible work together to share common spaces.

The Council discussed the need for further information on the IOOF Building on Main Street renovation.

New Business

Moved by Altringer, Seconded by Bickford; there being no further business, the workshop meeting is adjourned at 8:05 pm.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

TOBACCO PERMITS

2014/2015

TAB	Name	Site Address	Mail Address	Mail Date	Rec'd	Permit #	Approval Date
2	Casey's General Store	206 E 1st Street	PO Box 3001 Ankeny IA 50021-8045	28-Apr	5/8/14	15-001	06/10/2014
3	Fareway Store	351 SE Gateway Dr.	PO Box 70 Boone, IA 50036	28-Apr	5/21/14	15-002	06/10/2014
5	Johnson's 66	101 SE Main	Same	28-Apr	5/8/14	15-003	06/10/2014
6	Krueger BP #4	1905 SE 37th	PO Box 65010 West Des Moines IA 50265	28-Apr	5/8/14	15-004	06/10/2014
7	Kum & Go # 141	1880 SE Princeton Dr.	6400 Westown Pkwy, WDM IA 50266	28-Apr	4/24/14	15-005	06/10/2014
8	Kum & Go # 237	801 E. 1st Street	6400 Westown Pkwy, WDM IA 50266	28-Apr	4/24/14	15-006	06/10/2014
13	Walmart #5748	2150 E. 1st Street	Wal-Mart Stores Inc. 702 SW 8th St. Dept #8916 Bentonville, AR 72716	28-Apr	5/15/14	15-008	06/10/2014
14	Spirits	109 E. 1st Street	Same	28-Apr	5/22/14	15-009	06/10/2014
15	QuikTrip	1900 SE 37th St	QT, PO Box 3475 Tulsa, OK 74101-3475	28-Apr	5/8/14	15-010	06/10/2014

Hutchinson Salt Company, Inc.

136 West 12th St.
Baxter Springs, KS 66713
(620) 856-3332

INVOICE 105772

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DATE 5/24/14

TERMS Net 30 Days

POPK

ACCOUNT NO. 1917

SOLD TO CITY OF GRIMES
900 NORTH MAIN
GRIMES, IA 50111

REMIT TO: HUTCHINSON SALT COMPANY
P.O. BOX 377
BAXTER SPRINGS, KS 66713

SHIP TO: CITY OF GRIMES/METRO
5180 BEISSER DR
GRIMES, IA

Ticket	Date	P.O.	Order	Loc	Product	Shipper	Qty	Rate	Amount	Total
816344	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.43	61.77	1632.59	1,632.59
816345	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.30	61.77	1624.55	1,624.55
816346	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.60	61.77	1519.55	1,519.55
816347	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.43	61.77	1632.59	1,632.59
816348	05/22/14		4845	03	MEDIUM ROCK Y SHINN		27.41	61.77	1693.11	1,693.11
816349	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.40	61.77	1507.18	1,507.18
816351	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.38	61.77	1444.18	1,444.18
816352	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.45	61.77	1572.05	1,572.05
816353	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.65	61.77	1646.17	1,646.17
816354	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.29	61.77	1438.63	1,438.63
816355	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.54	61.77	1639.37	1,639.37
816356	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.20	61.77	1556.60	1,556.60
816357	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.02	61.77	1483.71	1,483.71
816358	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.58	61.77	1580.07	1,580.07
816359	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.40	61.77	1445.41	1,445.41
816360	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.71	61.77	1526.33	1,526.33
816361	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.21	61.77	1557.22	1,557.22
816362	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.80	61.77	1531.90	1,531.90
816363	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.56	61.77	1640.61	1,640.61
816364	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.29	61.77	1500.40	1,500.40
816365	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.32	61.77	1502.25	1,502.25
816366	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.25	61.77	1497.93	1,497.93
816367	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.97	61.77	1542.40	1,542.40
816368	05/22/14		4845	03	MEDIUM ROCK Y SHINN		22.42	61.77	1384.89	1,384.89
816369	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.71	61.77	1588.10	1,588.10
816370	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.51	61.77	1513.98	1,513.98
816371	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.03	61.77	1607.87	1,607.87
816372	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.73	61.77	1527.57	1,527.57
816373	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.02	61.77	1483.71	1,483.71
816374	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.73	61.77	1465.80	1,465.80
816375	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.68	61.77	1586.25	1,586.25
816376	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.46	61.77	1510.90	1,510.90
816377	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.47	61.77	1573.28	1,573.28
816378	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.96	61.77	1480.01	1,480.01

Hutchinson Salt Company, Inc.

136 West 12th St.
Baxter Springs, KS 66713
(620) 856-3332

INVOICE 105772

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DATE 5/24/14

TERMS Net 30 Days

ACCOUNT NO. 1917

REMIT TO: HUTCHINSON SALT COMPANY
P.O. BOX 377
BAXTER SPRINGS, KS 66713

SOLD TO CITY OF GRIMES
900 NORTH MAIN
GRIMES, IA 50111

SHIP TO: CITY OF GRIMES/METRO
5180 BEISSER DR
GRIMES, IA

Ticket	Date	P.O.	Order	Loc	Product	Shipper	Qty	Rate	Amount	Total
816379	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.60	61.77	1643.09	1,643.09
816380	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.67	61.77	1523.87	1,523.87
816381	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.49	61.77	1512.75	1,512.75
816382	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.29	61.77	1500.40	1,500.40
816383	05/22/14		4845	03	MEDIUM ROCK Y SHINN		20.74	61.77	1281.11	1,281.11
816384	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.73	61.77	1527.57	1,527.57
816385	05/22/14		4845	03	MEDIUM ROCK Y SHINN		24.54	61.77	1515.83	1,515.83
816386	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.44	61.77	1447.89	1,447.89
816387	05/22/14		4845	03	MEDIUM ROCK Y SHINN		26.14	61.77	1614.67	1,614.67
816388	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.02	61.77	1545.48	1,545.48
816389	05/22/14		4845	03	MEDIUM ROCK Y SHINN		25.00	61.77	1544.25	1,544.25
816390	05/22/14		4845	03	MEDIUM ROCK Y SHINN		23.78	61.77	1468.89	1,468.89
816391	05/22/14		4845	03	MEDIUM ROCK Y SHINN		27.93	61.77	1725.24	1,725.24
819350	05/22/14		4845	03	MEDIUM ROCK Y SHINN		22.00	61.77	1358.94	1,358.94

Subtotal 1,192.28 Ton \$73,647.14 \$73,647.14

Invoice Total 1,192.28 Ton \$73,647.14 \$73,647.14

Total Invoice ----- > \$73,647.14



May 30, 2014

City of Grimes Iowa
101 NE Harvey Street
Grimes, IA 50111

Dear City Clerk:

The purpose of this letter is to request a permit for Cutty's Des Moines Camping Club, Inc. fireworks display scheduled for Saturday, July 5th at 10500 N.W. 54th Avenue. Enclosed you will find a device list, copies of our appropriate licenses and insurance coverage.

No overnight storage is required. Delivery will be made on the day of the show by our vehicle in full compliance with DOT regulations, including an authorized emergency response number, \$10,000,000 transportation insurance, hazmat trained CDL driver, and an inspected and placarded vehicle.

A shoot team has not been assigned as yet for this display. We can submit information on the crew if you require it. As per Federal regulations, we have submitted information on all of our shooters to the A.T.F. for their Letter of Clearance.

Please feel free to contact us with any questions pertaining to the safe transport, use, permitting, storage or anything else pertaining to fireworks. We will be happy to assist in any way we can.

Sincerely,

Mark R. Johnson
Vice President

18064 170th Avenue,
Yarmouth, Iowa 52660-9772
1-800-648-3890
Fax: 1-319-394-3265
Email: main@jandmdisplays.com
www.jandmdisplays.com

Shell summary for proposal number 14089

Cutty's Des Moines

Main Event

<u>Diameter</u>	<u>Shell coun</u>
0	0
0.75	75
1.2	25
3	62
4	70
Main Event Shell count	232

Finales

<u>Diameter</u>	<u>Shell coun</u>
1.2	100
Finales Shell count	100

Free 15% for Multiple Year Agreement

<u>Diameter</u>	<u>Shell coun</u>
1.2	98
4	2
Free 15% for Multiple Year Agreement Shell count	100
Total shell count	432

Federal Explosives License/Permit
(18-U.S.C. Chapter 40)

ATF Form 5400.14-5400.13 Part 1
Revised October 2011

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	5-IA-057-50-5K-00054
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Keers</i>	Expiration Date	October 1, 2015

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**18064 170TH AVE
YARMOUTH, IA 52660-9772**

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
J & M DISPLAYS INC
18064 170TH AVE
YARMOUTH, IA 52660-9772

James J. Detken
Licensee/Permittee Responsible Person Signature
JAMES J. DETKEN
Printed Name

CFD
Position/Title
4-11-13
Date

Previous Edition is Obsolete J & M DISPLAYS INC 112611 NW AVE SUITE 200, OAK RIDGE, TN 37830-0001 October 1, 2010-50 MANUFACTURER OF EXPLOSIVES ATF Form 5400.14-5400.13 Part 1 Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431
Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov
ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	J & M DISPLAYS INC
Business Name:	
License/Permit Number:	5-IA-057-50-5K-00054
License/Permit Type:	50-MANUFACTURER OF EXPLOSIVES
Expiration:	October 1, 2015
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



May 30, 2014

City of Grimes Iowa
101 N.E. Harvey Street
Grimes, IA 50111

Dear City Clerk:

The purpose of this letter is to request a permit for a fireworks display scheduled for October 4th, 2014 at Cutty's Des Moines Camping Club, Inc. at 10500 N.W. 54th Avenue. The requested display is very similar to the past including .75" diameter cakes up to 4" shells.

No overnight storage is required. Delivery will be made on the day of the show by our vehicle in full compliance with DOT regulations, including an authorized emergency response number, \$10,000,000 transportation insurance, hazmat trained CDL driver, and an inspected and placarded vehicle.

A shoot team has not been assigned as yet for this display. We can submit information on the crew if you require it. As per Federal regulations, we have submitted information on all of our shooters to the A.T.F. for their Letter of Clearance.

Please feel free to contact us with any questions pertaining to the safe transport, use, permitting, storage or anything else pertaining to fireworks. We will be happy to assist in any way we can.

Sincerely,


Mark R. Johnson
Vice President

18064 170th Avenue,
Yarmouth, Iowa 52660-9772
1-800-648-3890
Fax: 1-319-394-3265
Email: main@jandmdisplays.com
www.jandmdisplays.com

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

EXPLOSIVES LICENSE/PERMIT INFORMATION

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	5-IA-057-50-5K-00054
Chief, Federal Explosives Licensing Center (FELC)	<i>Christopher R. Keers</i>	Expiration Date	October 1, 2015

Name
J & M DISPLAYS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**18064 170TH AVE
 YARMOUTH, IA 52660-9772**

Type of License or Permit
50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
 The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
 J & M DISPLAYS INC
 18064 170TH AVE
 YARMOUTH, IA 52660-9772

James J. Deiken
 Licensee/Permittee Responsible Person Signature
JAMES J. DEIKEN
 Printed Name

CFD
 Position/Title
4-11-13
 Date

ATF Form 5400 14 5400 15 Part I
Revised October 2011

Previous Edition is Obsolete J & M DISPLAYS INC 18064 170TH AVE 52660-9772 50-5K-00054 October 1, 2015-05 MANUFACTURER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card
 License/Permit Name: **J & M DISPLAYS INC**
 Business Name:
 License/Permit Number: **5-IA-057-50-5K-00054**
 License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**
 Expiration: **October 1, 2015**
 Please Note: Not Valid for the Sale or Other Disposition of Explosives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER A: Everest Indemnity Insurance Co. 10851	
	INSURER B: Everest National Insurance Company 10120	
	INSURER C: James River Insurance Co	
	INSURER D: Maxum Indemnity Company 26743	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1267914751 **REVISION NUMBER:**

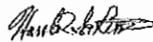
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L(SUBR) INSR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		SI8ML00080-141	1/15/2014	1/15/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPPOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00033-141	1/15/2014	1/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		00051579-2	1/15/2014	1/15/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			
D	Excess Liability		EXC6018022	1/15/2014	1/15/2015	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FIREWORKS DISPLAY DATE: JULY 5, 2014 & OCTOBER 3, 2014
 RAIN DATE: TBD
 LOCATION OF EVENT: CAMPGROUND
 ADD'L INSURED: CUTTY'S DES MOINES CAMPING CLUB (SPONSOR)

CERTIFICATE HOLDER**CANCELLATION**

Cutty's Des Moines Camping Club 2500 SE 37th Street, Unit A Grimes IA 50111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Shell summary for proposal number 14090

Cutty's DM Campin

Main Event

<u>Diameter</u>	<u>Shell coun</u>
0.75	75
1.2	113
3	51
4	5
Main Event Shell count	244

Finales

<u>Diameter</u>	<u>Shell coun</u>
1.2	49
Finales Shell count	49

Miscellaneous

<u>Diameter</u>	<u>Shell coun</u>
0	0
Miscellaneous Shell count	0

Free 15% for Multiple Year Agreement

<u>Diameter</u>	<u>Shell coun</u>
4	2
Free 15% for Multiple Year Agreement Shell count	2
Total shell count	295

Oct 2014

DES MOINES AREA



METROPOLITAN PLANNING ORGANIZATION

420 Watson Powell Jr. Parkway, Suite 200
Des Moines, Iowa 50309
Phone: 515.334.0075
www.dmampo.org

May 21, 2014

Ms. Kelley Brown
City Administrator
City of Grimes
101 North Harvey Street
Grimes, IA 50111-2051

Dear Ms. Brown:

**SUBJECT: DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION
FISCAL YEAR 2015 ASSESSMENT**

Enclosed is an invoice for the City of Grimes' assessment as a member of the Des Moines Area Metropolitan Planning Organization (MPO). The assessment is for Fiscal Year 2015 (FY 2015) beginning July 1, 2014, and ending June 30, 2015. Member government assessments match federal funds which the MPO receives, and further support the transportation planning activities performed by the MPO for its member governments.

The MPO is applying an assessment rate of \$1.00 per capita to the City of Grimes' 2010 Census population figure of 8,246, for the FY 2015 assessment amount of \$8,246.00, as detailed on the enclosed invoice. Assessments are due and payable July 1, 2014, and the MPO will consider the assessment payment late after July 31, 2014.

If you have questions concerning the MPO member government assessment, please contact Dylan Mullenix at (515) 334-0075.

Sincerely,

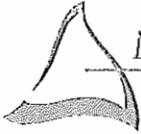
A handwritten signature in black ink, appearing to read 'Todd Ashby', is written over a horizontal line.

R. Todd Ashby, AICP
Executive Director

RTA:slm

Enclosure

cc: Robert Mahaffey, MPO Secretary/Treasurer



MISSISSIPPI
LIME

MISSISSIPPI LIME COMPANY
P.O. Box 840033
Kansas City, MO 64184-0033

Phone: 800-437-5463
314-543-6300
Fax: 314-543-6570

Discovering what's possible with calcium



Invoice Number: 1148144

Terms: NET 15 DAYS

Date: 05/30/2014

Bill To : GRIMES IA CITY OF
83302 101 NORTH HARVEY STR
GRIMES, IA 50111 USA

Ship To : GRIMES IA CITY OF
83303 C/O PEOPLE SERVICE
7850 NW 128TH ST
GRIMES, IA 50111 US

Shipment Date	Product Number	Product Description	Quantity UOM	Unit Price	Amount
05/29/2014	247	GRAN STANDARD QUICKLIME~ - CaO	25.260 TN	\$145.00	\$3,662.70
Bill of Lading:		VIA: TRUCK	FOB: STE GENEVIEVE, MO		
Order #: 535353-1					
Customer PO: 13694		Freight Terms: COLLECT			
Carrier: CTS		Trailer No: 380		Net Weight: 50,520.000	
Subtotal:					\$3,662.70
Total Tax:					\$0.00
Total Amount Due:					\$3,662.70

Note: Pricing includes palletizing and stretch wrapping where applicable.

PO #2

RECEIVED JUN 2 2014

P.O. No. _____

13694

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Mississippi Lime
Name

7 Hwy P.O. Box 2247 Alton, IL
Address

80-437-5463 / 618-465-7786
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Bulk Granular Lime	25 Tons	145 ⁰⁰ /Ton	\$3625 ⁰⁰

Conf # 535353

PURCHASE JUSTIFICATION: WTP Operational

DEPARTMENT: Waters

LINE ITEM: 600-810-6350.4

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 6/2/14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

[Signature]
Kelley L. Brown City Administrator/Clerk

6-3-14
Date

Council Approval date: (if over \$2500)

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

J. Dow 10, JD @ Gmail. Com



Product Quotation

Quotation Number: 3243E05355
Date: 2014-06-03 10:15:56

Table with 3 columns: Ship to, Bobcat Dealer, Bill To. Includes contact information for Capital City Equipment Company and Ken Von Bon.

Table with 5 columns: Description, Part No, Qty, Price Ea., Total. Lists items like 3650 (MY14) (4x4) Diesel Deluxe and Snow Blade, 69".

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order:
Authorized Signature:
Print: Sign: Date:

Finance Worksheet
QuoteFinance

Sorry They don't offer a V Plow only an angle blade. Thanks Ken Von Bon

- Standard Features -

- Custom Options -



V Series RTV-X1100CWL-HS
*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
75 Amp Alternator

KEY FEATURES

Factory Cab w/ A/C, Heater,
Defroster
Fully opening roll-down door
windows
Digital Multi-meter
Speedometer
Pre-wired w/ speakers/antenna for
stereo
Front Independent Adjustable
Suspension
Rear Independent Adjustable
Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front
Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench seats
with driver's side seat adjustment
Underseat Storage Compartments
Deluxe Front Guard
(radiator guard, bumper, and lens
guard)

TRANSMISSION

VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15 mph
High 0 - 25 mph
Reverse 0 - 17 mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
Cooling 8.3 qts
Engine Oil 4.3 qts
Transmission Oil 1.6 gal
Brake Fluid 0.4 qts

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts

CARGO BOX

Width 57.7in
Length 40.5 in
Depth 11.2 in
Load Capacity 1102 lbs
Vol. Capacity 15.2 cu ft

DIMENSIONS

Width 63.2 in
Height 79.5 in
Length 120.3 in
Wheelbase 80.5 in
Tow Capacity 1300 lbs
Ground Clearance 10.4 in
Suspension Travel 8 in
Turning Radius 13.1 ft

+ Manufacturer Estimate

Factory Spray-on Bedliner
"L" Models Only

Bright Alloy Wheels (Silver-painted)
Silver-painted with machined
surface
"S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-HS Base Price: \$21,950.00
Suggested List Price w/ Options: \$21,950.00

Sell Price \$19590.00

BOSS V Plow
Sell Price \$3750.00

\$23340.00

*Tax, shipping & handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.
This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individual's Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

© 2013 Kubota Tractor Corporation All rights reserved.

Preparer/Return To: Patrick T. Burk, 6701 Westown Parkway, Suite 100, WDM, IA 50266, 515.274.1450

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, Metro Waste Authority of the County of Polk, State of Iowa, in consideration of One Dollar (\$1.00) in hand paid by the City of Grimes, Iowa, the receipt of which is hereby acknowledged, do hereby sell, grant, and convey unto the City of Grimes, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement over, under, through, and across the following described real estate:

See Easement Plat attached as Exhibit "A".

That said easement is granted unto the City of Grimes, Iowa, for the purpose of the construction, installation, and maintenance of the following described public improvement:

Sanitary Sewers

in connection herewith it is specifically agreed by this easement, the City of Grimes shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate, and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

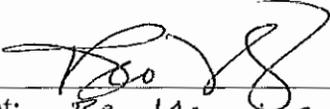
It is further agreed that no permanent improvements shall be built or placed upon the above described easement, and that if such improvements are built or constructed in violation of this easement, the City of Grimes shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance, or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to see and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be hereinabove stated; that said grantors covenant to

warrant and defend the said premises against the lawful claims of all persons whomever, except as may be above stated.

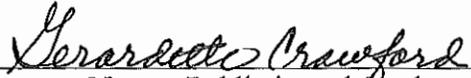
IN WITNESS WHEREOF, WE have hereunto affixed our hands this 3 day of June, 2014.

METRO WASTE AUTHORITY

By: 
Print: Reo Menning
Title: Executive Director

STATE OF IOWA; COUNTY OF POLK;

This instrument was acknowledged before me on June 3, 2014, by Reo Menning as Executive Director of Metro Waste Authority.


Notary Public in and for the
State of Iowa



Preparer/Return To: Patrick T. Burk, 6701 Westown Parkway, Suite 100, WDM, IA 50266, 515.274.1450

SANITARY SEWER EASEMENT VACATION

For the consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Metro Waste Authority, the City of Grimes, Iowa, a municipal corporation, does hereby vacate the Sanitary Sewer Easement described on the Easement Vacation Plat attached to this document as Exhibit "A". This document vacates a portion of an easement with no known easement document other than the underlying easement created as part of the platting of Lot 6, Gateway Commerce Plat 1.

CITY OF GRIMES, IOWA

By: _____
Tom Armstrong, Mayor

CITY OF GRIMES, IOWA

By: _____
Kelley Brown, City Administrator

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Tom Armstrong** and **Kelley Brown**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator of the City of Grimes, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in Resolution No. _____ adopted by the City Council of Grimes, Iowa, on the ____ day of _____, _____, and that the said **Tom Armstrong** and **Kelley Brown** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

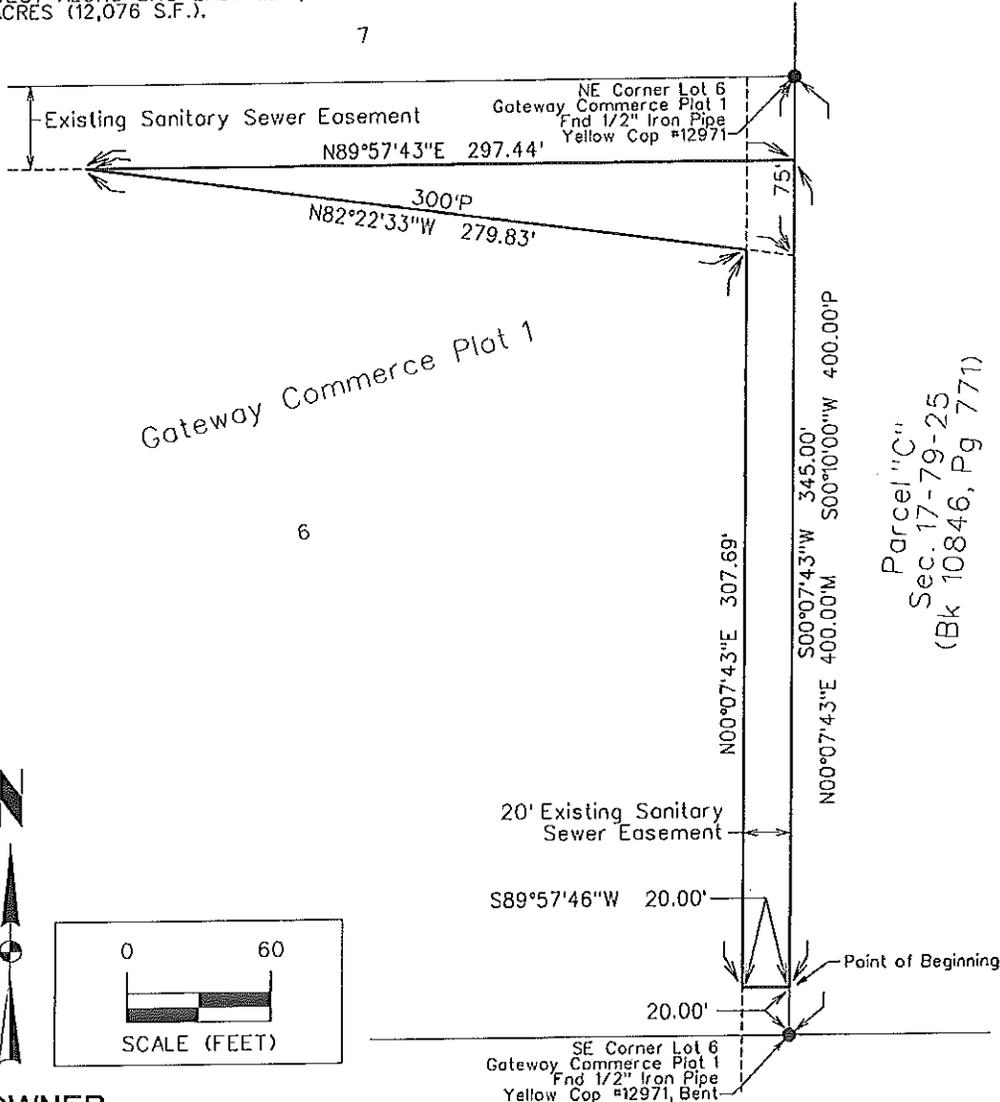
Notary Public in and for said State

EASEMENT VACATION PLAT

SANITARY SEWER EASEMENT VACATION DESCRIPTION:

A PART OF AN EXISTING SANITARY SEWER EASEMENT, BEING A PART OF LOT 6, GATEWAY COMMERCE PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00°07'43" EAST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°57'46" WEST, 20.00 FEET TO THE WEST LINE OF SAID SANITARY SEWER EASEMENT; THENCE NORTH 00°07'43" EAST ALONG SAID WEST LINE, 307.69 FEET; THENCE NORTH 82°22'33" WEST ALONG THE SOUTH LINE OF SAID SANITARY SEWER EASEMENT, 279.83 FEET; THENCE NORTH 89°57'43" EAST, 297.44 FEET TO THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00°07'43" WEST ALONG SAID EAST LINE, 345.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,076 S.F.).



OWNER

METRO WASTE AUTHORITY

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cop # 19710	●	○
(Unless Otherwise Noted)		
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	



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

Erin D. Griffin 3/31/14
Erin D. Griffin, PLS /Date

License Number 19710
My License Renewal Date is December 31, 2015
Pages or sheets covered by this seal:
Sheet 1 of 1

REQUESTED BY METRO WASTE AUTHORITY

SANITARY SEWER EASEMENT VACATION PLAT



SNYDER & ASSOCIATES, INC.
Engineers and Planners

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

SHEET 1 OF 1
PN: 113.0638
PM: EDG
DATE: 02/24/14
TECH: SGK

Preparer/Return To: Patrick T. Burk, 6701 Westown Parkway, Suite 100, WDM, IA 50266, 515.274.1450

SANITARY SEWER EASEMENT VACATION

For the consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Metro Waste Authority, the City of Grimes, Iowa, a municipal corporation, does hereby vacate the Sanitary Sewer Easement described on the Easement Vacation Plat attached to this document as Exhibit "A". This document vacates the easement recorded in Book 7779 at Page 175 of the Polk County Records.

CITY OF GRIMES, IOWA

By: _____
Tom Armstrong, Mayor

CITY OF GRIMES, IOWA

By: _____
Kelley Brown, City Administrator

STATE OF IOWA, COUNTY OF POLK, ss:

On the ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Tom Armstrong** and **Kelley Brown**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator of the City of Grimes, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in Resolution No. _____ adopted by the City Council of Grimes, Iowa, on the ____ day of _____, _____, and that the said **Tom Armstrong** and **Kelley Brown** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

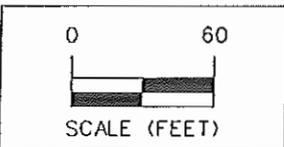
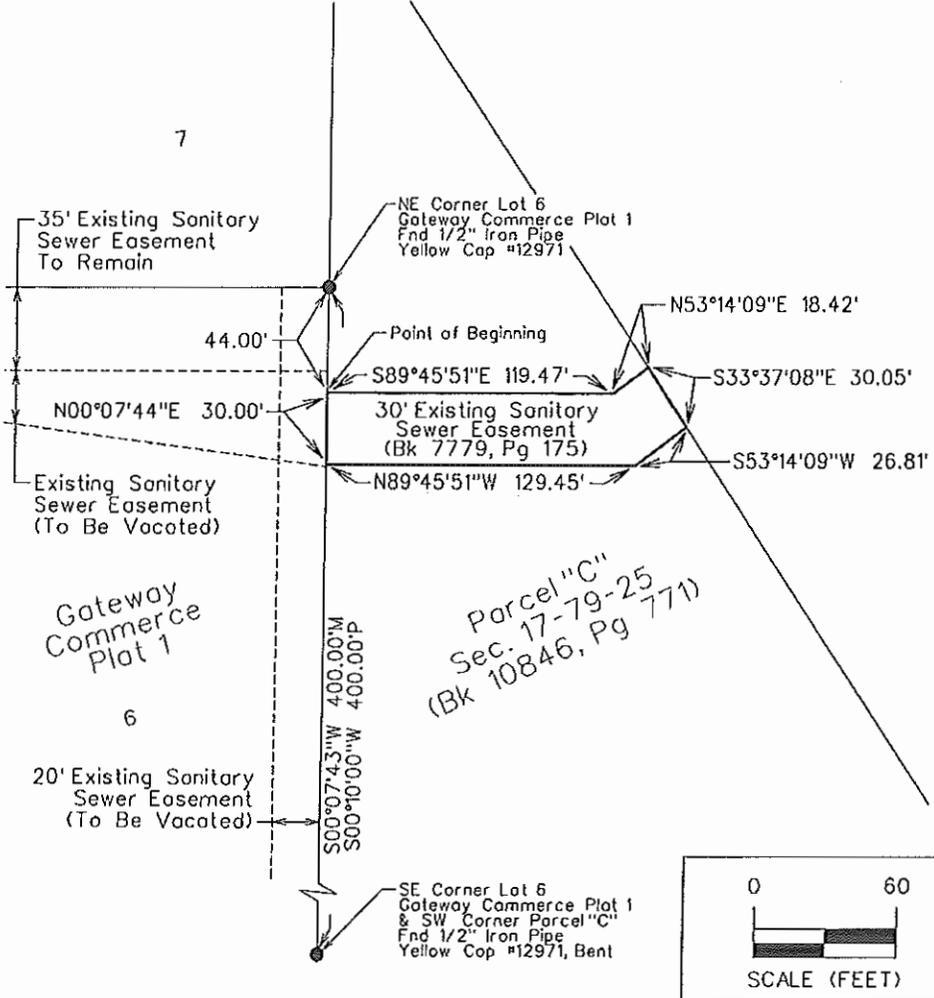
Notary Public in and for said State

EASEMENT VACATION PLAT

SANITARY SEWER EASEMENT VACATION DESCRIPTION:

AN EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 7779, PAGE 175 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF PARCEL "C" OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, GATEWAY COMMERCE PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 00°07'43" WEST ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST LINE OF SAID PARCEL "C" A DISTANCE OF 44.00 FEET TO THE NORTH LINE OF SAID EXISTING SANITARY SEWER EASEMENT AND TO THE POINT OF BEGINNING; THENCE SOUTH 89°45'51" EAST ALONG THE NORTH LINE OF SAID SANITARY SEWER EASEMENT, 119.47 FEET; THENCE NORTH 53°14'09" EAST CONTINUING ALONG SAID NORTH LINE, 18.42 FEET TO THE EAST LINE OF SAID PARCEL "C"; THENCE SOUTH 33°37'08" EAST ALONG SAID EAST LINE, 30.05 FEET TO THE SOUTH LINE OF SAID SANITARY SEWER EASEMENT; THENCE SOUTH 53°14'09" WEST ALONG SAID SOUTH LINE, 26.81 FEET; THENCE NORTH 89°45'51" WEST CONTINUING ALONG SAID SOUTH LINE, 129.45 FEET TO THE WEST LINE OF SAID PARCEL "C"; THENCE NORTH 00°07'43" EAST ALONG SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.10 ACRES (4,412 S.F.).



OWNER

METRO WASTE AUTHORITY

LEGEND

Survey	Found	Set
Section Corner	●	△
1/2" Rebar, Yellow Cap = 19710 (Unless Otherwise Noted)	▲	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	



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

Erin D. Griffin 3/31/14 /Date
Erin D. Griffin, PLS

License Number 19710
My License Renewal Date is December 31, 2015

Pages or sheets covered by this seal:
Sheet 1 of 1

REQUESTED BY METRO WASTE AUTHORITY
SANITARY SEWER EASEMENT VACATION PLAT



SNYDER & ASSOCIATES, INC.
Engineers and Planners

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

SHEET 1 OF 1
PN: 113.0638
PM: EDG
DATE: 02/24/14
TECH: SGK

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

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

REQUEST FOR PAYMENT

To: City of Grimes

Project S-14001-14
Grimes Glenstone Park Phase I

Invoice: 140011402
Draw: S-14001-1400002
Invoice date: 5/29/2014
Period ending date: 5/31/2014
Contract date: 3/5/2014

From: Edge Commercial, LLC
3155 SE Miehle Dr, Ste 2
Grimes, IA 50111

Architect

Contract For:

Request for payment:

Original contract amount	\$192,630.00		
Approved changes	\$4,054.96		
Revised contract amount		\$196,684.96	
Contract completed to date		\$162,665.51	
Add-ons to date	\$0.00		
Taxes to date	\$0.00		
Less retainage	\$8,133.28		
Total completed less retainage	\$85,811.90	\$154,532.23	
Less previous requests		\$68,720.33	
Current request for payment		\$72,337.19	
Current billing		\$0.00	
Current additional charges	\$0.00		
Current tax	\$3,616.86		
Less current retainage		\$68,720.33	
Current amount due			
Remaining contract to bill	\$42,152.73		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	4,054.96	
Total approved this Month	4,054.96	
TOTALS	4,054.96	
NET CHANGES by Change Order	4,054.96	

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

CONTRACTOR:

By: *[Signature]* Date: 5/29/14

State Of Iowa
County Of

Subscribed and sworn to before me this 29th day of May 2014

Notary Public: *[Signature]*
My commission expires: 2.20.15

Architect's Certificate for Payment

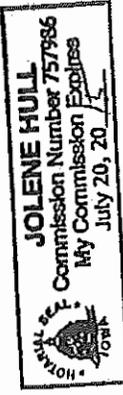
In accordance with the contract documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with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

AMOUNT CERTIFIED.....\$ 68,720.33

Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are change to confirm the AMOUNT CERTIFIED.

Architect By: *[Signature]* Date: 6.5.2014

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



REQUEST FOR PAYMENT DETAIL

Project: S-14001-14 / Gimes Glenstone Park Pha Invoice: 140011402 Draw: S-14001-1400002 Period Ending Date: 5/31/2014 Detail Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
✓1	General Conditions	10,185.00	3,845.00	3,997.45		7,842.45	77.00	2,342.55	392.12
✓2	Surveying/Layout	3,150.00	630.00	2,520.00		3,150.00	100.00		157.50
✓3	Testing/Inspection	2,954.00	1,063.00	1,891.00		2,954.00	100.00		147.70
✓4	Earthwork	66,297.00	55,625.00	10,672.00		66,297.00	100.00		3,314.85
✓5	Asphalt Paving	19,500.00		19,500.00		19,500.00	100.00		975.00
✓6	Basketball Court Surfacing	5,510.00						5,510.00	
✓7	Playground Equipment	33,989.00	19,500.00			19,500.00	57.37	14,489.00	975.00
✓8	Basketball Goals	3,395.00		3,395.00		3,395.00	100.00		169.75
✓9	Site Furnishings	1,378.00						1,378.00	
✓10	Play Sand & Pea Gravel	3,632.00						3,632.00	
✓11	Engineered Wood Fiber	3,148.00						3,148.00	
✓12	Transplant Trees	4,840.00	2,420.00	2,420.00		4,840.00	100.00		242.00
✓13	Seeding	6,900.00		6,900.00		6,900.00	100.00		345.00
✓14	SWPPP	3,375.00	2,650.00	300.00		2,950.00	87.41	425.00	147.50
✓15	Concrete	15,000.00		15,000.00		15,000.00	100.00		750.00
✓16	Plumbing	500.00		500.00		500.00	100.00		25.00
✓17	General Liability Insurance	771.00	175.00	375.00		550.00	71.34	221.00	27.50
✓18	Performance/Payment/Maint E	2,328.00	1,878.00			1,878.00	80.67	450.00	93.90
✓19	Contractor's Fee	5,778.00	2,542.32	1,906.74		4,449.06	77.00	1,328.94	222.46
✓20	CO #1-Drinking Fountain	4,054.96		2,960.00		2,960.00	73.00	1,094.96	148.00
Totals		196,684.96	90,328.32	72,337.19		162,665.51	82.70	34,019.45	8,133.28

**NOTICE OF PUBLIC HEARING
AMENDMENT OF CURRENT CITY BUDGET**

Form 653.C1

The City Council of Grimes in POLK & DALLAS County, Iowa
will meet at 101 NE Harvey Street Grimes, IOWA 50111
at 5:30 p.m. on June 10, 2014
(hour) (Date)

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2014
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	5,785,304	0	5,785,304
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	5,785,304	0	5,785,304
Delinquent Property Taxes 4	4,000	0	4,000
TIF Revenues 5	1,155,957	0	1,155,957
Other City Taxes 6	247,193	0	247,193
Licenses & Permits 7	361,825	0	361,825
Use of Money and Property 8	62,500	0	62,500
Intergovernmental 9	820,736	0	820,736
Charges for Services 10	5,426,400	0	5,426,400
Special Assessments 11	100,000	0	100,000
Miscellaneous 12	11,500	0	11,500
Other Financing Sources 13	4,352,511	100,000	4,452,511
Total Revenues and Other Sources 14	18,327,926	100,000	18,427,926
Expenditures & Other Financing Uses			
Public Safety 15	2,384,808	0	2,384,808
Public Works 16	1,945,213	0	1,945,213
Health and Social Services 17	12,000	0	12,000
Culture and Recreation 18	1,765,949	0	1,765,949
Community and Economic Development 19	137,656	0	137,656
General Government 20	1,031,675	0	1,031,675
Debt Service 21	2,788,910	0	2,788,910
Capital Projects 22	7,525,000	0	7,525,000
Total Government Activities Expenditures 23	17,591,211	0	17,591,211
Business Type / Enterprises 24	3,805,016	100,000	3,905,016
Total Gov Activities & Business Expenditures 25	21,396,227	100,000	21,496,227
Transfers Out 26	3,352,511	100,000	3,452,511
Total Expenditures/Transfers Out 27	24,748,738	200,000	24,948,738
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year 28	-6,420,812	-100,000	-6,520,812
Beginning Fund Balance July 1 29	15,617,126	0	15,617,126
Ending Fund Balance June 30 30	9,196,314	-100,000	9,096,314

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

The Jordan well construction was financed with a SRF loan, the first payment was due in this budget year requiring this amendment.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

City Clerk/Finance Officer



101 North Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

ORDINANCE #632

AN ORDINANCE TO AMEND THE GRIMES CODE OF ORDINANCES CHAPTER 108.06 TO PROVIDE FOR THE INCREASE IN THE CHARGE FOR THE COLLECTION OF RECYCLABLE MATERIALS FROM ~~\$2.61~~ TO \$2.65 EFFECTIVE JULY 01, ~~2013~~ 2014

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

SECTION 1. Purpose. The purpose of this ordinance is to amend the Code of Ordinances Chapter 208.06 to provide for the increase in the charge for the collection of recyclable materials from \$2.61 to \$2.65

SECTION 2. Amendment.

Grimes Code of Ordinances Section 108.06 shall be amended to read as follows:

C. The monthly charge shall be ~~\$2.61~~ to \$2.65 effective July 01, ~~2013~~ 2014.

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 Grimes City Council on _____, 2014.

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



May 28, 2014

Daniel Rittel
Engineering Resource Group
2413 Grand Avenue
Des Moines, IA 50312

Meadowlark South Plat 5 – Final Plat

FOX Ref No: 8630-04G.235

FOX Engineering with assistance from David Schneider, PLS, has completed the first review for Meadowlark South Plat 5 Final Plat. Please address the following comments:

1. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
 - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
 - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
 - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
 - f. Please send FOX (John Gade – jgade@foxeng.com) and the City Attorney (Erik Fisk - Fisk@Whitfieldlaw.com) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
2. The Developer is proposing Parkland Dedication per Grimes Code Section 159. Therefore, no additional parkland dedication fees are necessary for the approval of this development.
3. Please provide a performance bond or letter of credit for any uncompleted items. This includes any stabilization measures. The City Engineer shall review the cost estimates for all uncompleted items to verify the amount is appropriate.
4. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city as part of the final plat procedure. The City Engineer shall review the cost estimates for all improvements to verify the bond amount.
5. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
6. Please address all of Dave Schneider's comments (attached).

-
7. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

FINAL PLAT SCHEDULE:

PLANNING & ZONING: June 3, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: June 10, 2014 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

Mitch Holtz

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes
Erik Fisk, City Attorney

Attachments: Dave Schneider Review Comments

**Schneider
Land Surveying &
Planning, Inc.**

P.O. Box 128
Farley, Iowa 52046
Phone: 563-744-3631
Fax: 563-744-3629
Email: daves@yousq.net

May 27, 2014

Fox Engineering, Inc.
Attn: Mitch Holtz
Suite 107
414 South 17th Street
Ames, Iowa 50010

RE: Meadowlark South Plat 5, City of Grimes, Polk County, Iowa
(Fox Proj. No. 8630-04G.235)

Dear Mr. Holtz,

I have reviewed the final plat of Meadowlark South Plat 5, City of Grimes, Polk County, Iowa. The following comments will need to be addressed and/or illustrated on the final plat to comply with the Administrative Code of Iowa and the City of Grimes Subdivision Regulations.

1. Label the plat as a Final Plat and show the area of Lot A in square feet.
2. Where are Outlots T and V and Parcel T on the plat? Show a light line and label them to define the edges.
3. Show some leader lines for the overall dimensions on the north side of Lots 1 to 6, Lots 8 to 12 and Lots 13 to 15.
4. Show some leader lines for the overall dimensions on the south side of Lots 17 to 23 and Lots 25 to 29.
5. What are the two lines crossing Outlot B near the corners of Lot 23 and Lot 24? Are they part of the sump service easement?
6. Show the existing surface water flowage easement that crosses Outlot B south of Lot 18.
7. Sign, seal and date the final plat.

If you have any questions, or would like to discuss my comments, please contact me at the address or phone numbers listed above.

Sincerely,



David P. Schneider PLS, PLA



May 28, 2014

Greg Cabalka
Kirkham Michael
11021 Aurora Avenue
Des Moines, IA 50322

Prairie Business Park – Site Plan
NW1/4 NW1/4, Section 17, T79N, R25W
SE Corner of S. James / SE 37th Intersection

The City of Grimes and FOX Engineering has completed the first review of Prairie Business Park Site Plan, dated May 2, 2014 and offer the following comments:

General Comments

1. Discussion is necessary for the need of a developer's agreement for the completion of SE 46th Street in conjunction with the development of the Stephen Loots property south of the proposed Prairie Business Park site.

Sheet 1 – Cover:

2. Please revise "Construction Schedule" dates as well as phasing nomenclature.

Sheet 2 – Site Plan:

3. Please show the future 10-ft trail along S. James Street.
4. Please change note 'F' to state that the walk width should be 5-ft instead of 4-ft to coincide with Grimes' new policy on sidewalk widths.
5. Please "shade" the parking to be paved as part of Phase 1 for clarity (this was done on previous submittals).
6. Note that signage requirements and code compliance will be reviewed as part of the signage permitting process.
7. Will the future SE 46th Street be subdivided into a lot to be granted to the city of Grimes? Will the street be provided in an ingress/egress easement with full rights of entry given to the public? Please label on the site plan.

Sheet 5 – Water Plan

8. Please 200' hydrant coverage radii as was done in previous submittals.
9. Please revise water main easement to travel with the proposed water main alignment at the south end of the site.

Sheet 7 – Dimension Plan:

10. Please label and dimension the pavement width that will be installed as part of Phase 1.
11. The 495' dimension at the southwest corner of the site for the parking stalls along the west side of the site appears to end one stall south of the end of the stalls proposed with Phase 1. Please revise. Also, please check all dimension linework and parking stall linework for accuracy.
12. There appears to be an extra line drawn from the southern edge of the pedestrian trail to the north edge of the proposed driveway. Please eliminate.

Sheet 8 – Grading Plan:

13. There is concern that the site is not being graded to the future right of way line. The concern here is that there will be issues when the future sidewalk and trail is installed along said property line. Please grade the site and provide appropriate grading (or verify that appropriate grading can be easily achieved) in the road right of way to facilitate a 10-ft trail along S. James Street (2-ft from the property line) and 4-ft sidewalk along SE 37th and the south entrance (1-ft away from the property line).

Elevation Plans:

14. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.
15. Please clarify that all wall signage will be uniform as shown on the conceptual plan. Note that 10% is the maximum wall signage.

Stormwater Pollution Prevention Plan

16. Submittal and acceptance of a formal SWPPP and Grimes Grading/Certification for Development will be required prior to commencement of grading activities.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

PLANNING & ZONING: June 3, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: June 10, 2014 at 5:30 at the Grimes City Hall

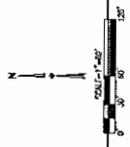
If you have any questions or concerns, please contact Mitch Holtz or John Gade. FOX Engineering and the City of Grimes reserve the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.

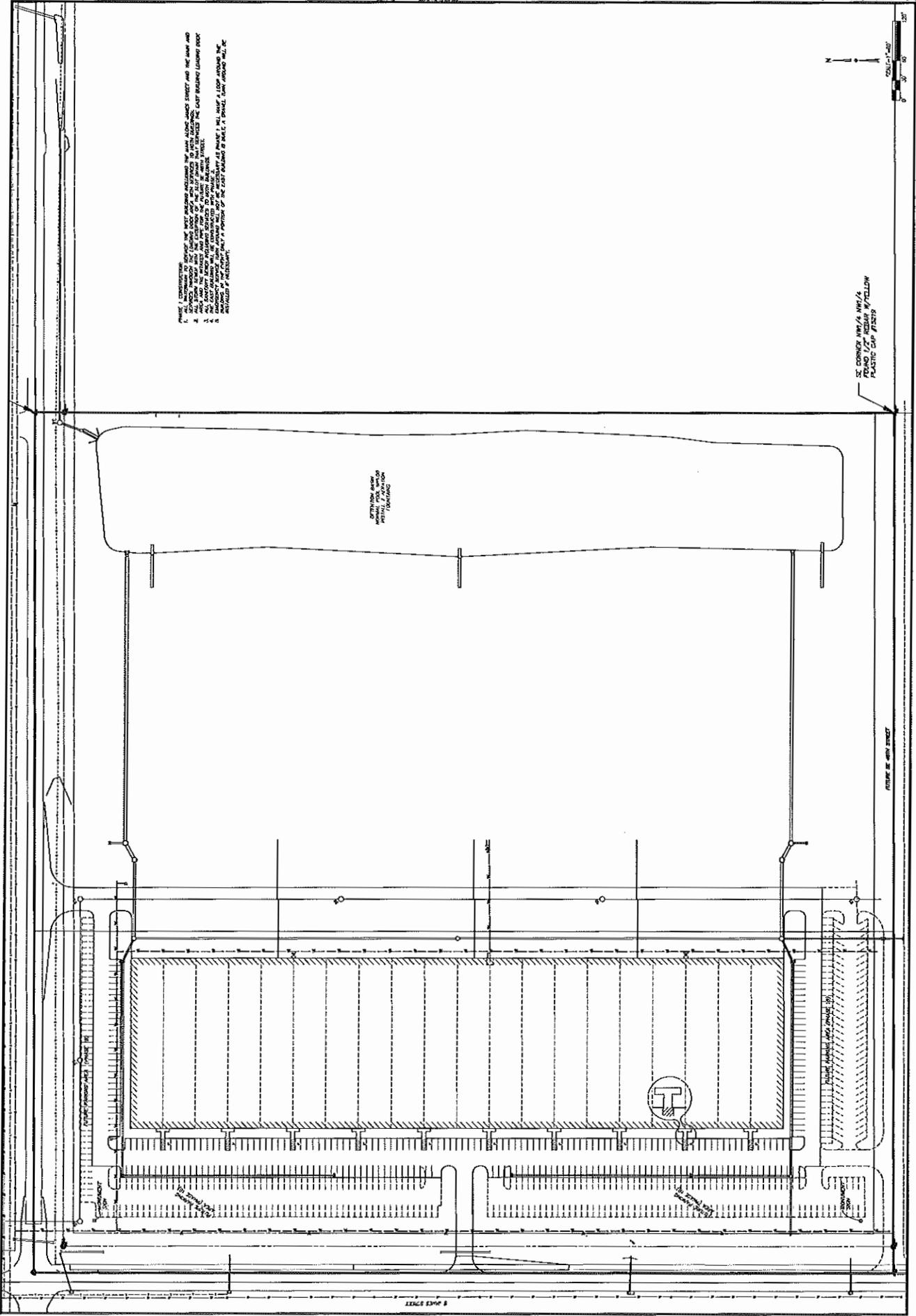
Copy to: Kelley Brown, City of Grimes
Dave Sigler, City of Grimes
Scott Clyce, City of Grimes

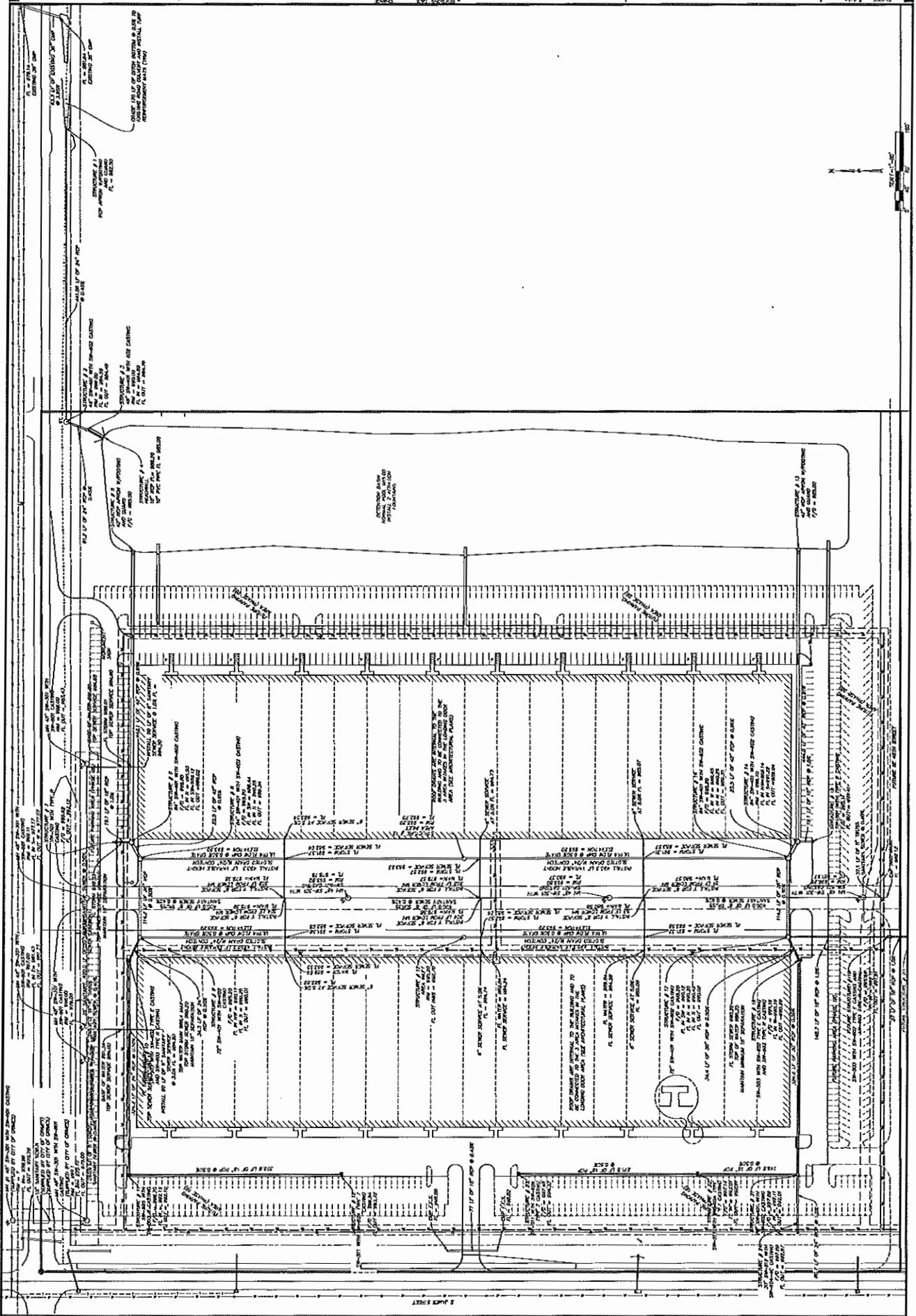


SEE EXHIBIT 1 FOR THE
 LOCATION OF THE
 PLASTIC CAP ACCESS

SEE EXHIBIT 1 FOR THE
 LOCATION OF THE
 PLASTIC CAP ACCESS

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- GRADING NOTES:**
1. ALL UTILITIES ARE TO BE PROTECTED. DEPTH LOCATIONS SHOWN AT CENTER ARE AT UTILITY MARKING. THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND ANY CHANGES TO THE UTILITIES SHOWN ARE TO BE MADE BEFORE ANY CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE UTILITIES SHOWN ARE TO BE PROTECTED AND NOT TO BE MOVED OR DELETED. THE CONTRACTOR SHALL VERIFY THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE UTILITIES SHOWN ARE TO BE PROTECTED AND NOT TO BE MOVED OR DELETED.
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 11. A FINAL REPORT OF GEOTECHNICAL EXPLORATION WAS COMPLETED BY GLENN ASSOCIATES DATED 4/15/14.

POLLUTION PREVENTION NOTES:

1. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES (DNR) BEFORE ANY CONSTRUCTION. THE PERMIT SHALL REQUIRE THE CONTRACTOR TO TAKE ALL NECESSARY STEPS TO PREVENT EROSION AND POLLUTION. THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN POLLUTION PREVENTION MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.

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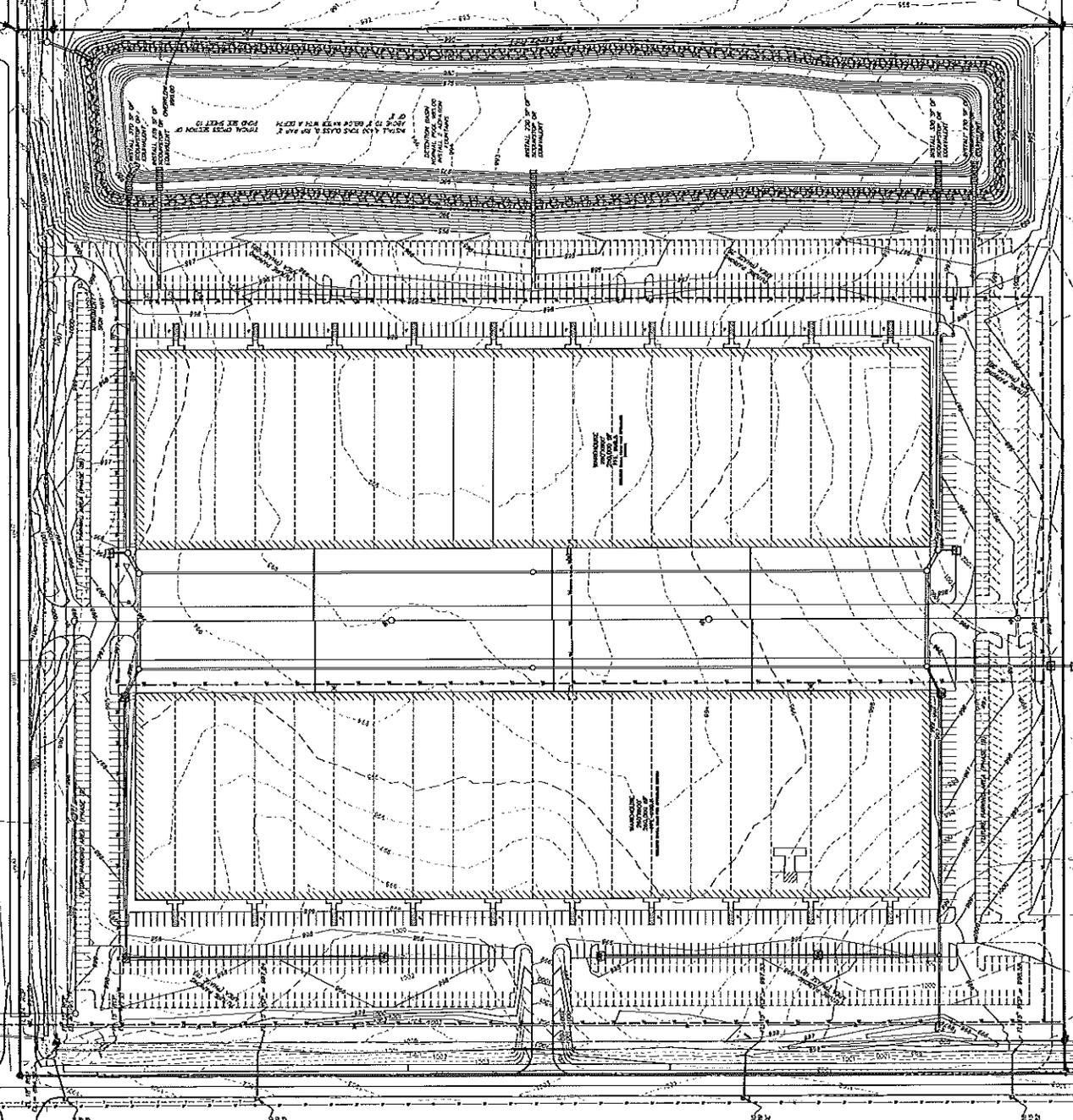
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POLLUTION PREVENTION PLAN:

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Scale: 1" = 40'

North Arrow

Legend

Notes

References

Revisions

Approval

Signature

Date

Project

Sheet

Drawn

Checked

Approved

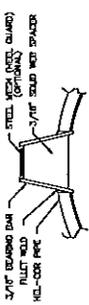
TABLE 1
 SLOTTED DRAIN GAGE REQUIREMENTS
 FOR HIGHWAY LOADS

DRAIN DIA.	2-1/2" GRATE		8" GRATE	
	ASPHALT PAVEMENT	CONCRETE PAVEMENT	ASPHALT PAVEMENT	CONCRETE PAVEMENT
12	18	16	18	16
15	18	18	18	18
18	18	18	18	18
21	18	18	18	18
24	18	18	18	18
30	18	18	18	18
36	18	18	18	18

NOTES:
 1. INSTALLATION MUST CONFORM TO STANDARD DETAILS (DRAWING NO. 10080070) USING 750 PSI MINIMUM HIGH SLUMP CONCRETE BACKFILL.
 2. REQUIRE REINFORCED CONCRETE PAVEMENT OR A DEEPER GRADE.

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SLOTTED DRAIN GAGE REQUIREMENTS



TRAPEZOIDAL GALVANIZED GRATE

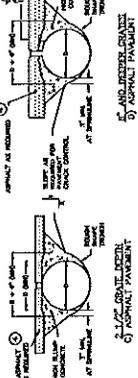
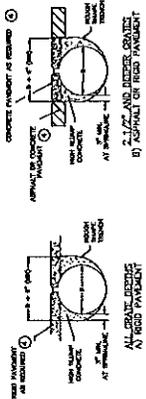


SLOTTED DRAIN MESH DETAIL

NOTE:
 ALL DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES

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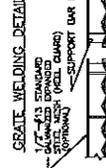
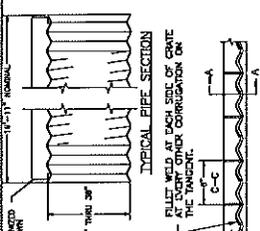
SLOTTED DRAIN MESH DETAIL



REQUIREMENTS:
 1. DRAIN 2-1/2\"/>

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SLOTTED DRAIN INSTALLATION HIGHWAY WHEEL LOADINGS

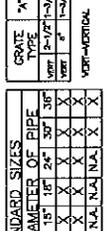
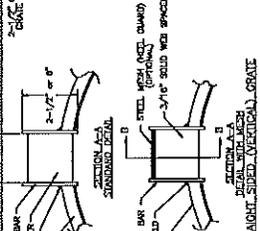


STANDARD SIZES

GRADE	DIAMETER OF PIPE	TYPE	12\"/>
PIPE	12\"/>		
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42\"/>			
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SLOTTED DRAIN STRAIGHT SIDED GRADE

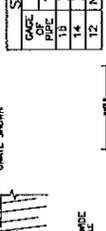
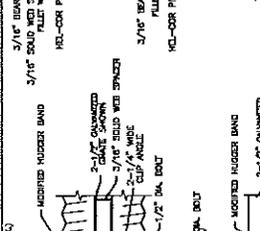


STANDARD SIZES

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SLOTTED DRAIN STRAIGHT SIDED GRADE



STANDARD SIZES

GRADE	DIAMETER OF PIPE	TYPE	12\"/>
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SLOTTED DRAIN STRAIGHT SIDED GRADE



STANDARD SIZES

GRADE	DIAMETER OF PIPE	TYPE	12\"/>
PIPE	12\"/>		
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SLOTTED DRAIN STRAIGHT SIDED GRADE

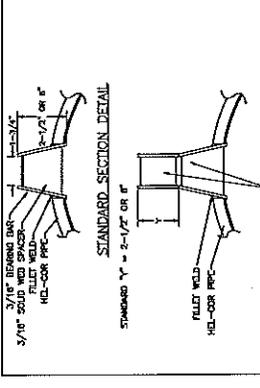


STANDARD SIZES

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SLOTTED DRAIN STRAIGHT SIDED GRADE

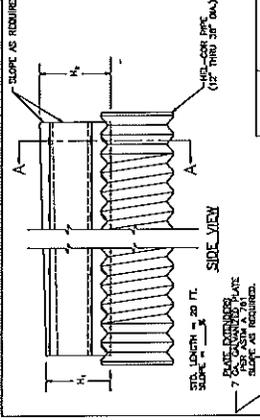


STANDARD SIZES

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SLOTTED DRAIN VERTICAL EXTENSION TO TRAPEZOIDAL SECTION DETAILS

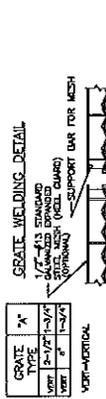
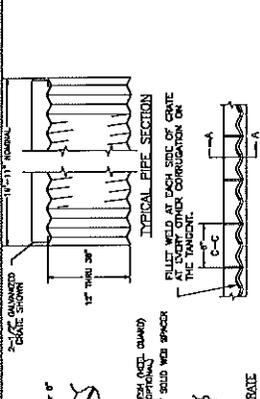


STANDARD SIZES

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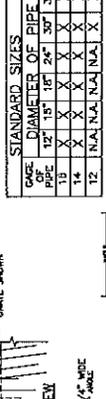
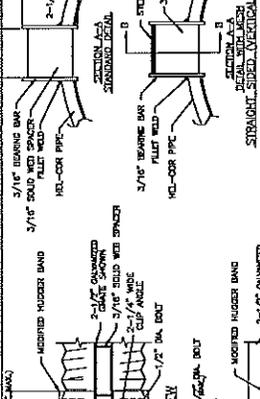


STANDARD SIZES

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SLOTTED DRAIN VERTICAL EXTENSION TO TRAPEZOIDAL SECTION DETAILS

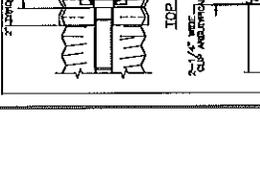


STANDARD SIZES

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SLOTTED DRAIN VERTICAL EXTENSION TO TRAPEZOIDAL SECTION DETAILS



STANDARD SIZES

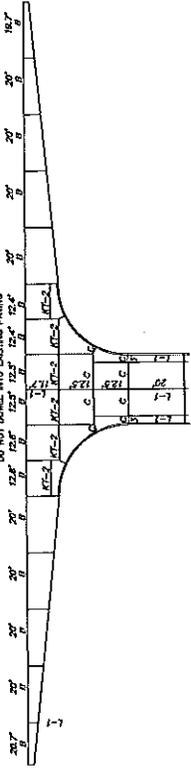
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SLOTTED DRAIN VERTICAL EXTENSION TO TRAPEZOIDAL SECTION DETAILS

SE 37TH STREET

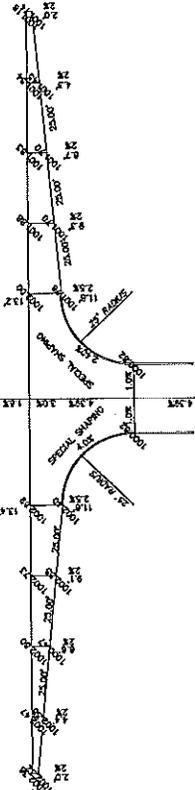
SECTION LINE AND CENTERLINE
 DO NOT DOWEL INTO EXISTING PAVING



**EAST ENTRANCE
 JOINTING**

SE 37TH STREET

SECTION LINE AND CENTERLINE

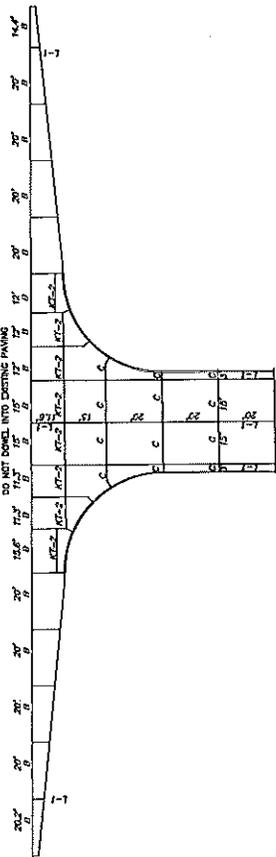


**EAST ENTRANCE
 SPOT ELEVATIONS**

ALL SPOT ELEVATIONS ARE FROM GRADE

SE 37TH STREET

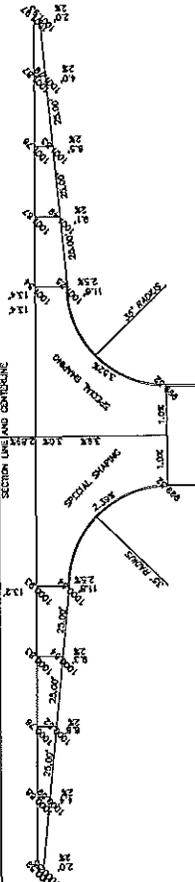
SECTION LINE AND CENTERLINE
 DO NOT DOWEL INTO EXISTING PAVING



**WEST ENTRANCE
 JOINTING**

SE 37TH STREET

SECTION LINE AND CENTERLINE

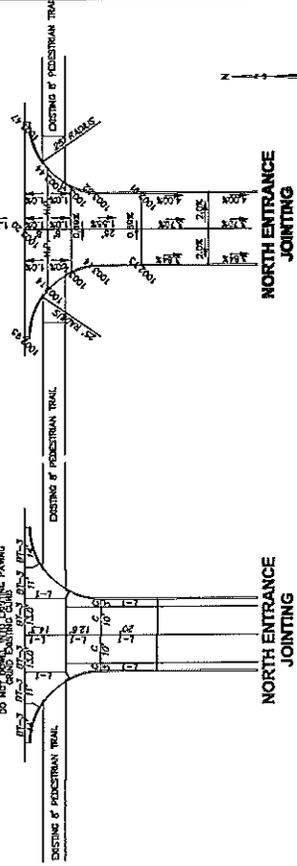


**WEST ENTRANCE
 SPOT ELEVATIONS**

ALL SPOT ELEVATIONS ARE FROM GRADE

S JAMES STREET

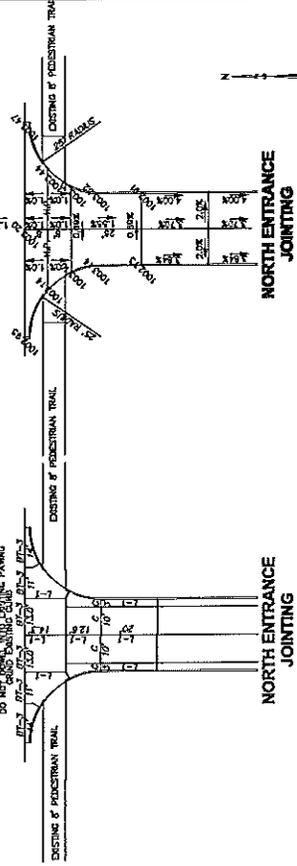
SECTION LINE AND CENTERLINE
 DO NOT DOWEL INTO EXISTING PAVING



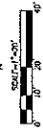
**NORTH ENTRANCE
 JOINTING**

S JAMES STREET

SECTION LINE AND CENTERLINE
 DO NOT DOWEL INTO EXISTING PAVING



**NORTH ENTRANCE
 SPOT ELEVATIONS**



May 22, 2014

John Gade
City Engineer
City of Grimes
101 NE Harvey
Grimes, IA 50111

Subject: Prairie Business Park
Site Plan

Dear Mr. Gade,

Submitted herewith are PDFs of the following items related to the Prairie Business Park development for the city's review and processing:

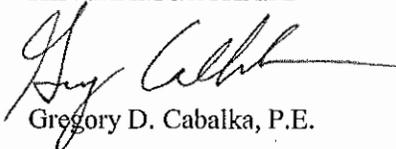
- Revised Site Plan
- Site Lighting Plan
- Lighting Specifications
- Building Elevations

As discussed yesterday the site plan has changed to accommodate a shift in the future access road, so that the roadway centerline would be along the southern property line of R&R's site. This is the developers preferred alternative as it will allow for future additional parking to be spread evenly throughout the site as opposed to being concentrated in the Southeast corner.

Changes to the site plan phasing include pavement being constructed around the entire first building during the initial construction phase. This change will allow fire and safety access through the entire site by means of the access drives on the East (James Street) and North (S. 37th Street) sides of the site. With this change the developer has requested that construction of the future road along the south property line, and all proposed site accesses to this road be delayed until the property to the south develops or the second building is constructed on the Prairie Business Park site. The developer will work directly with the City of Grimes to amend the current development agreement to reflect this change.

Please contact me if you have any questions, or require any additional information.

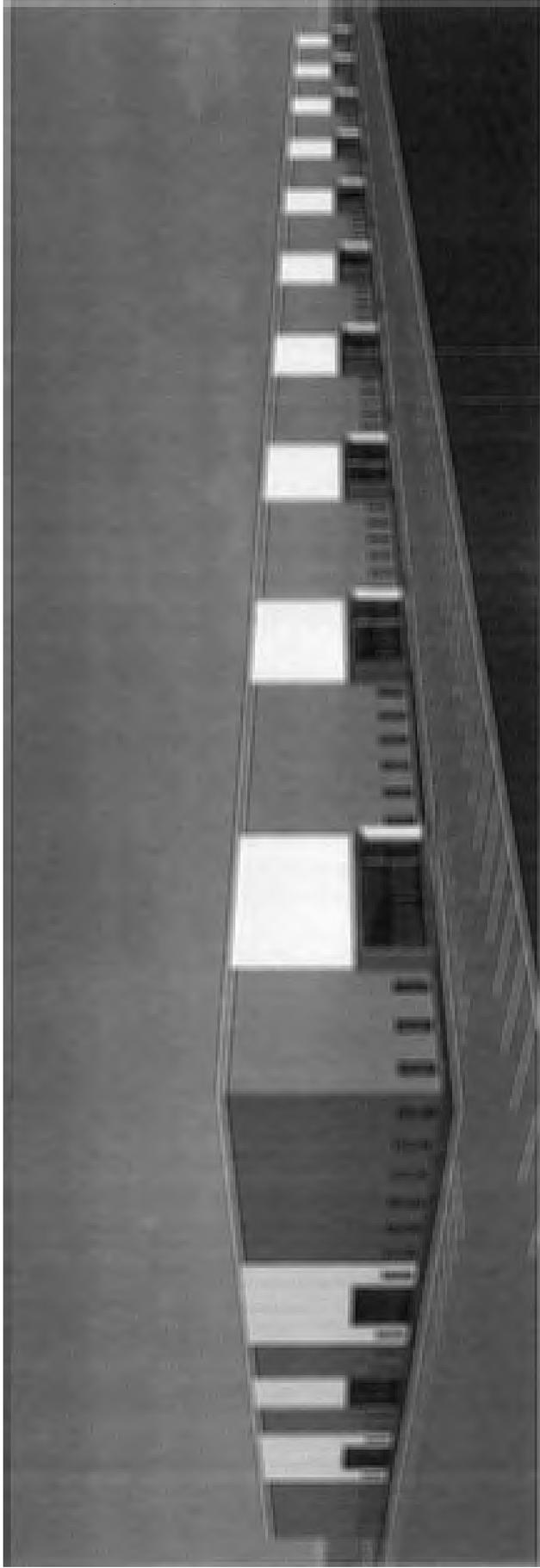
Sincerely yours,
KIRKHAM MICHAEL



Gregory D. Cabalka, P.E.

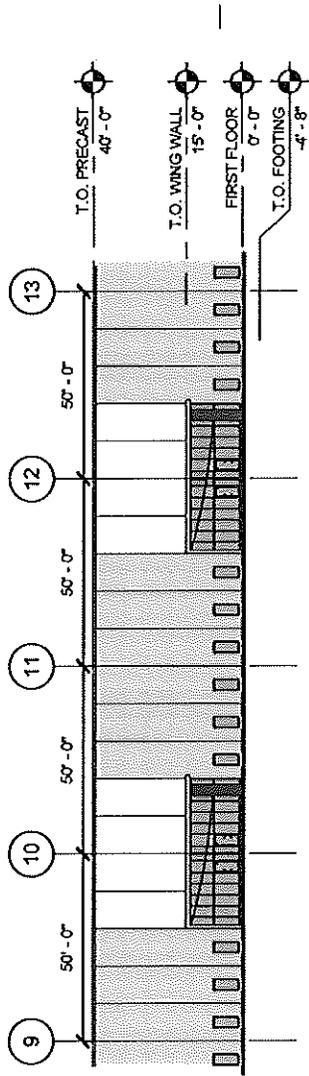
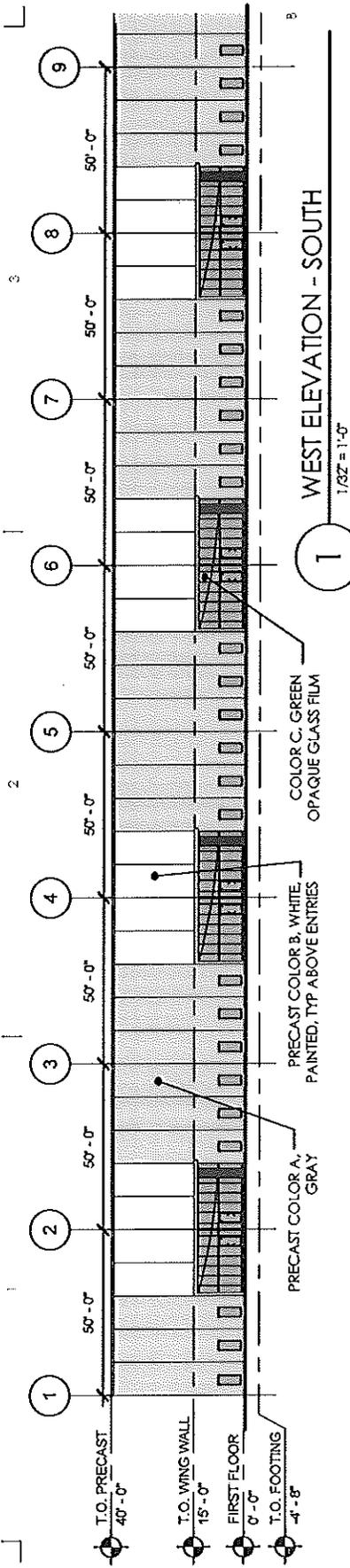
GDC/gdc

Attachments Site Plan – Prairie Business Park
Site Lighting Plan
Lighting Specifications
Building Elevations



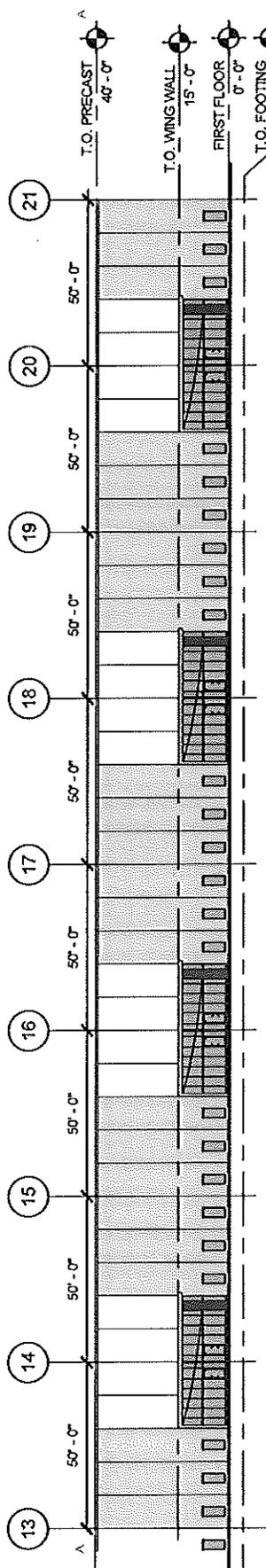
Prairie Business Park Warehouse I
Grimes, Iowa



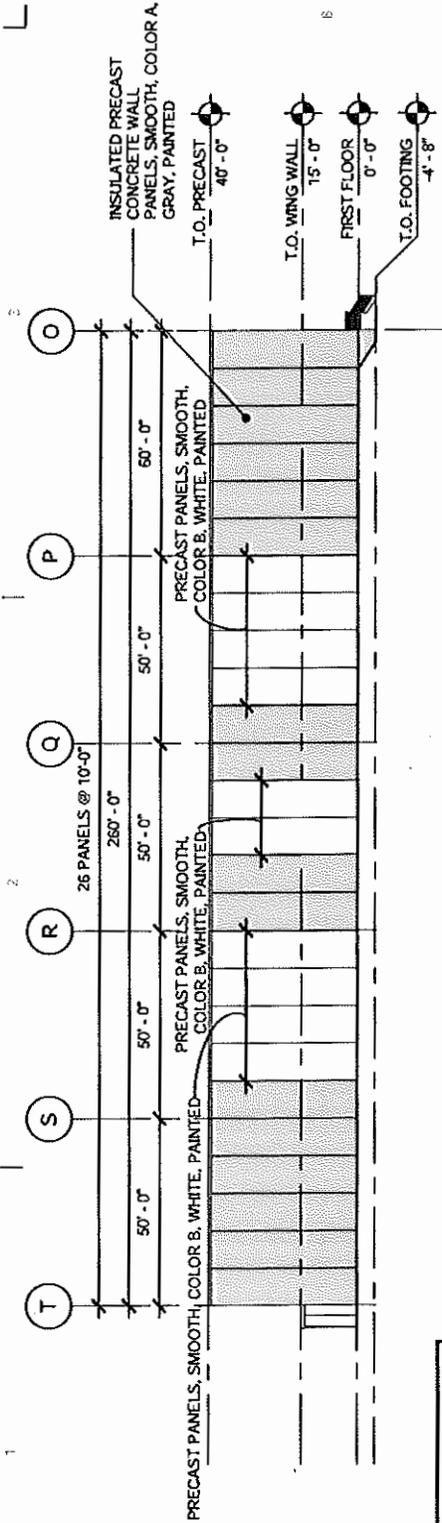


3 WEST ELEVATION - CENTER
1/32" = 1'-0"

Material/Glazing Variation:	
Glazing:	1.4%
Alternate Color:	24.2%
Total:	38.2% Variation

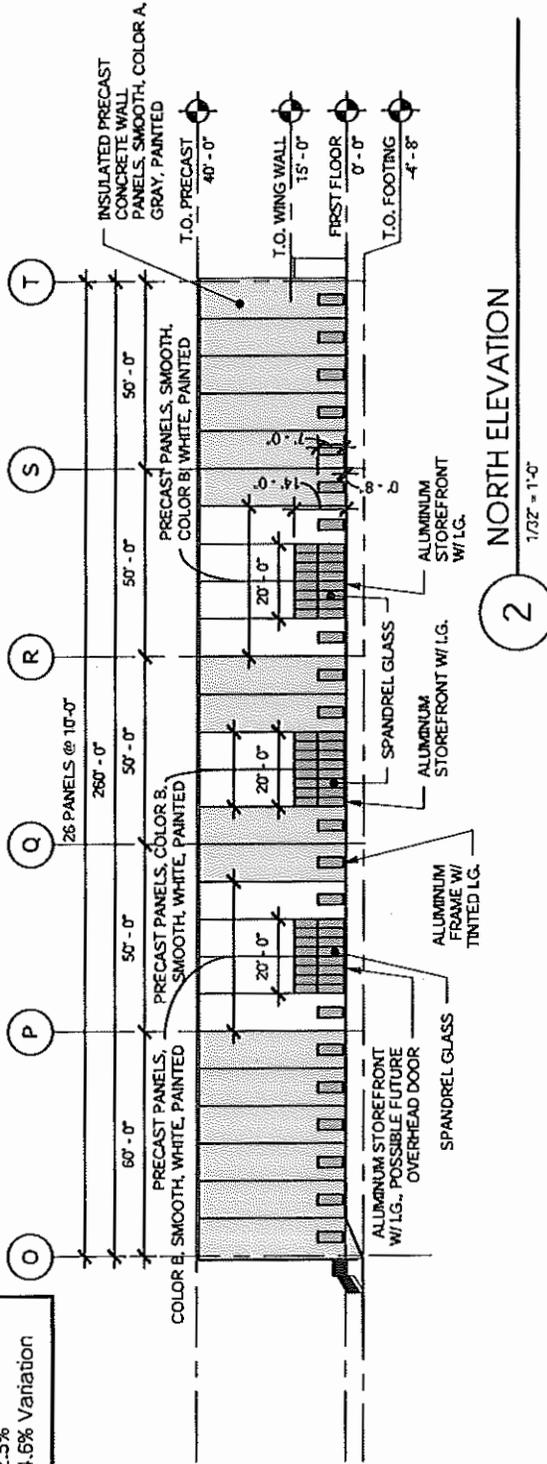


2 WEST ELEVATION - NORTH
1/32" = 1'-0"

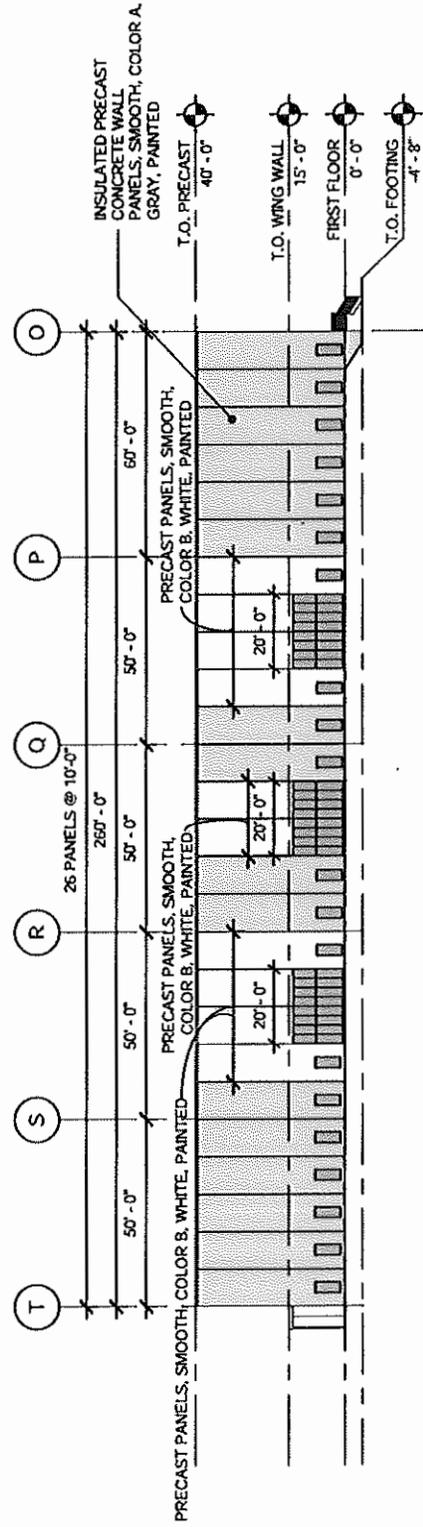


1 SOUTH ELEVATION - TEMPORARY WALL
1/32" = 1'-0"

Material/Glazing Variation at South:	
Alternate Color:	42.5%
Material/Glazing Variation at North:	
Glazing:	12.1%
Alternate Color:	42.5%
Total:	54.6% Variation

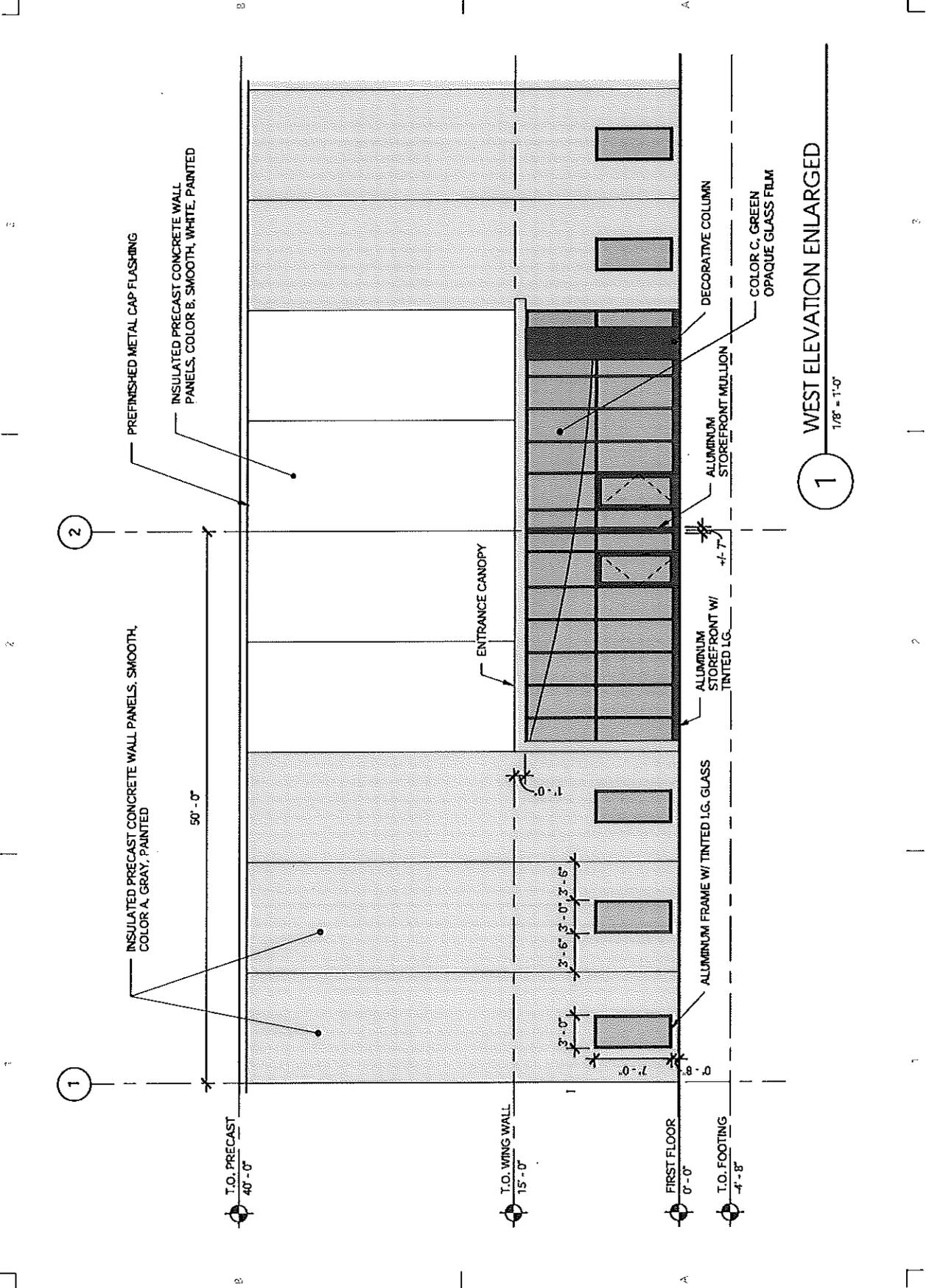


2 NORTH ELEVATION
1/32" = 1'-0"



1 SOUTH ELEVATION - FINAL WALL
1/32" = 1'-0"

Material/Glazing Variation at South:	
Glazing:	12.1%
Alternate Color:	42.5%
Total:	54.6% Variation



1 WEST ELEVATION ENLARGED
1/8" = 1'-0"

May 29, 2014

John Dempsey, P.E.
HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, NE 68114

Metro Waste Authority Metro Northwest Transfer Station – Site Plan
Gateway Commerce– Lot 6
4105 SE Beisser Drive

FOX Engineering has completed the second review of the Metro Waste Authority Metro Northwest Transfer Station, dated May 29, 2014 and offer the following comments:

Site Plan – General

1. Please note that the fire chief has yet to review this site plan. Further comments may be forthcoming.

Site Plan – Site Utility Plan Area 2 – Sheet 9

2. Grimes does not allow sanitary sewer services to discharge directly into manholes. Please provide wye connections for the 6-inch and 4-inch sanitary sewer services to connect directly to the sanitary sewer main.

Architectural/Elevation Plans

3. Please bring building samples to the P&Z meeting.

Stormwater Management Plan

4. FOX has yet to receive the second submittal of the stormwater management plan. Comments will be submitted under separate cover once said plan is received and reviewed.

Stormwater Pollution Prevention Plan

5. Page 9 - BMP Description: Riprap - Installation "Riprap no later than 14 days after final grading has been completed....". This should be no later than 14 days after installation of the Flared End Section(s). Concern is the period of time between installation of the FES and "final grading" of the site.
6. Page 9 - Protect Storm Drain Inlets – We request protecting the curb intakes on Beisser Drive due to proximity to the site entrances and expected volume of vehicular traffic delivering and removing construction products.
7. Page 11 - Establish Stabilized Construction Exits – We request contractor have equipment at the site to clean (sweep?) Beisser Drive when hauling operations are being conducted. There is concern about the number of dump trucks delivering soil to the site and the existing pavement not being sufficient to keep material from being "tracked-out" onto Beisser Drive.
8. The silt fence along the east property line appears to be adequate...the concern is how the silt fence may be damaged during the work to re-locate the sanitary sewer. Additional attention may need to be placed on staying within the property limits.

Post Construction Stormwater Agreement

9. FOX has not received any of the necessary Post-Construction documentation for review.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

PLANNING & ZONING: June 3, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: June 10, 2014 at 5:30 at the Grimes City Hall

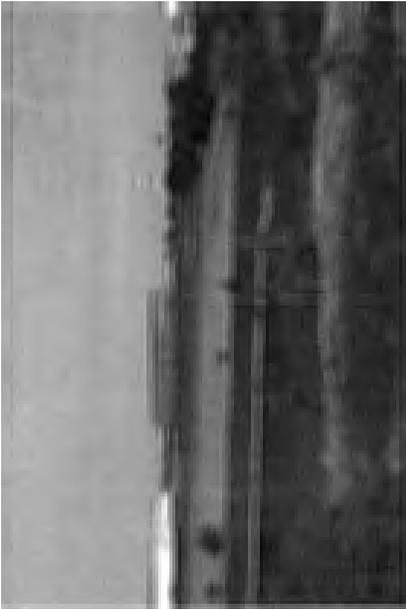
If you have any questions or concerns, please contact Mitch Holtz or John Gade. FOX Engineering and the City of Grimes reserve the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.

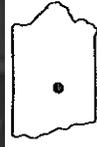


Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes
Dave Sigler, City of Grimes
Scott Clyce, City of Grimes



VICINITY MAP
1" = 500'



Contract Drawings For

Metro Waste Authority Metro Northwest Transfer Station Site Development Plan

Project No.
000000000215094

Grimes, Iowa
May, 2014

Site Development Plan Application
Submittal for Review/Approval

INDEX OF DRAWINGS

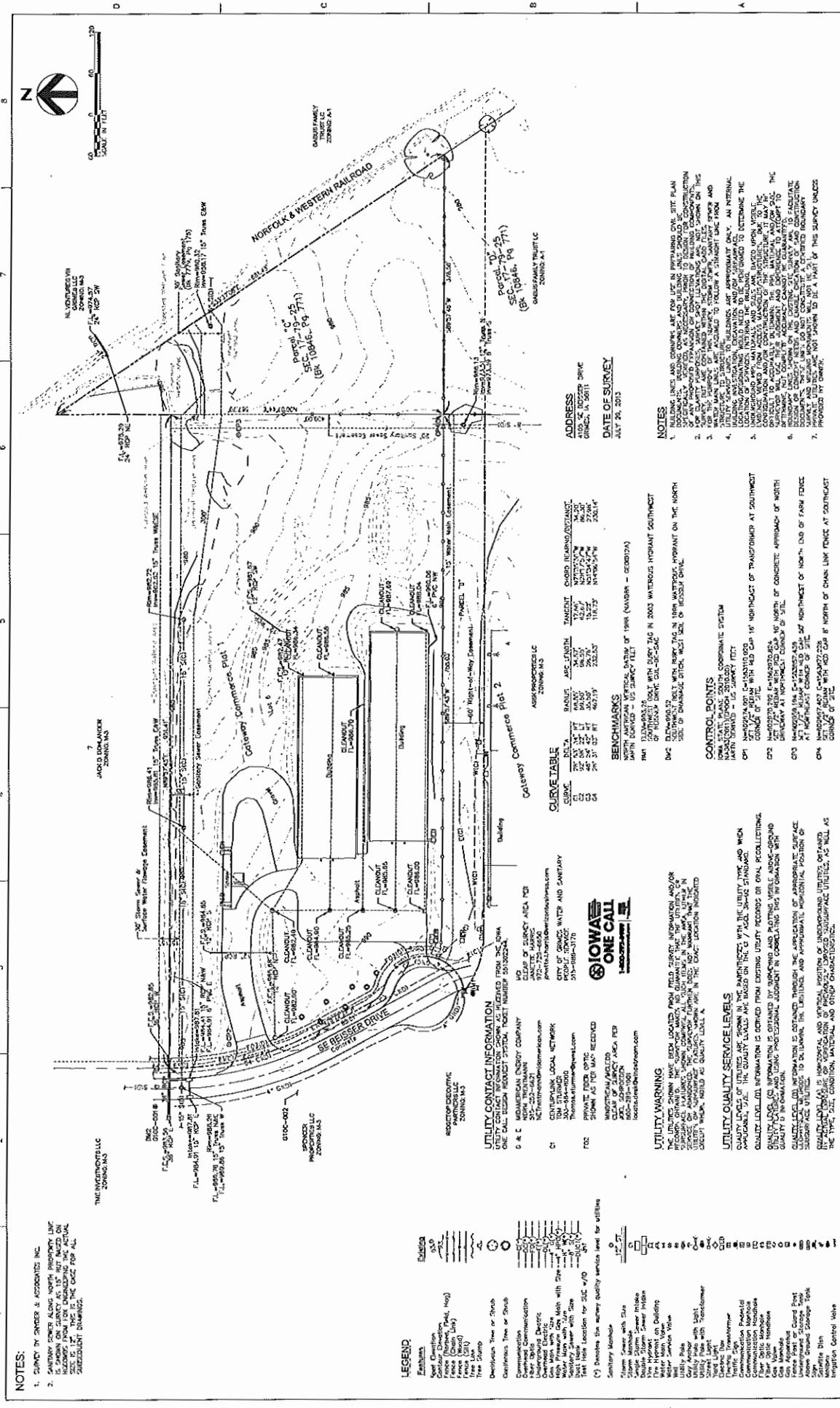
FIG. #	FIG. NAME
1	CASE
2	SITE BOUNDARY
3	SITE DEVELOPMENT INFORMATION
4	CONSTRUCTION PLAN
5	SOIL SURCHARGE BRIDGE PLAN (AREA 1)
6	BRIDGE AND SEDIMENT CONTROL PLAN - AREA 2
7	SITE UTILITY PLAN - AREA 1
8	UTILITY PROFILES
9	UTILITY PROFILES
10	TRAFFIC SIGNAL PLAN
11	TRAFFIC SIGNAL PLAN
12	OUTDOOR LIGHTING PLAN AND ELECTRICAL SERVICE
13	LANDSCAPE PLAN
14	LANDSCAPE PLAN
15	TRANSFER STATION BUILDING ELEVATIONS
16	TRANSFER STATION BUILDING ELEVATIONS
17	SOIL VOLUME EXTERIOR ELEVATIONS
18	SOIL VOLUME EXTERIOR ELEVATIONS
19	APPROPRIATE EXISTING UTILITIES ELEVATIONS
20	APPROPRIATE EXISTING UTILITIES ELEVATIONS



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

David M. Grimes
David M. Grimes
Date: May 22, 2014

License number: 13658
My license renewal date is December 31, 2015.
Name of client named for this work: Metro Waste Authority
All State Development Plan Application Director



NOTES:

1. SURVEY BY GARDNER & ASSOCIATES, INC.
2. SANITARY CENTER ALONG NORTH PROPERTY LINE IS LOCATED FROM THE SANITARY CENTER TO THE CENTER OF THE SANITARY CENTER AS SHOWN ON THE ORIGINAL SURVEY PLANS. THE CENTER OF THE SANITARY CENTER IS LOCATED AT THE CENTER OF THE SANITARY CENTER AS SHOWN ON THE ORIGINAL SURVEY PLANS.

3. THE INVESTMENTS LLC ZONING MAP
4. JACOBO DOMANICK ZONING MAP
5. JACOBO DOMANICK ZONING MAP
6. JACOBO DOMANICK ZONING MAP
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42. JACOBO DOMANICK ZONING MAP
43. JACOBO DOMANICK ZONING MAP
44. JACOBO DOMANICK ZONING MAP

LEGEND:

- Existing
- Proposed
- Sanitary Manhole
- Storm Manhole
- Double Storm Sewer Inlet
- The Inlet on Building
- Water Meter Valve
- Water Meter
- Utility Pole with Transformer
- Utility Pole with Crossarm
- Street Light
- Electric Pole
- Traffic Sign
- Communication Pole
- Communication Pole
- Fire Alarm Handicap
- Gas Meter
- Fence Post of Guard Post
- Storm Sewer Storage Tank
- Storm Sewer
- Manhole
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- Manhole
- Infiltration Control Valve

ADDRESS
 2000 W. BEISSER DRIVE
 GARDNER & ASSOCIATES, INC.
 1000 W. BEISSER DRIVE
 GARDNER & ASSOCIATES, INC.

DATE OF SURVEY
 JULY 29, 2013

NOTES

1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS IN THE STATE OF IOWA.
2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT FOR SURVEYORS IN THE STATE OF IOWA.
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CONTROL POINTS

CP1: METROPOLITAN POLICE STATION, 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

CP2: METROPOLITAN POLICE STATION, 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

CP3: METROPOLITAN POLICE STATION, 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

CP4: METROPOLITAN POLICE STATION, 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

BENCHMARKS

BM1: 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

BM2: 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

BM3: 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

BM4: 1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

CURVE TABLE

STATION	CHORD BEARING	TANGENT BEARING	CHORD DISTANCE	TANGENT DISTANCE
1+00.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+10.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+20.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+30.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+40.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+50.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+60.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+70.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+80.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00
1+90.00	N 89° 57' 12" E	N 89° 57' 12" E	100.00	100.00

UTILITY CONTACT INFORMATION

ONE CALL 800-4-A-ONE CALL (800-426-6222)

UTILITY WARNING

THE UTILITY LOCATIONS SHOWN ARE BASED ON THE INFORMATION PROVIDED BY THE UTILITY COMPANIES. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITY LOCATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE INFORMATION PROVIDED BY THE UTILITY COMPANIES. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITY LOCATIONS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE INFORMATION PROVIDED BY THE UTILITY COMPANIES.

UTILITY QUALITY SERVICE LEVELS

UTILITY QUALITY SERVICE LEVELS ARE SHOWN IN THE SURVEY WITH THE UTILITY TYPE AND WHEN APPLICABLE, THE QUALITY LEVEL AS SHOWN IN THE SURVEY. THE QUALITY LEVEL IS BASED ON THE INFORMATION PROVIDED BY THE UTILITY COMPANIES.

SITE SURVEY

1

Metro Water Authority

P-45A METRO NORTHWEST TRANSFER STATION SITE DEVELOPMENT PLAN

SWINBER ASSOCIATES, INC.

1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

HDR

1000 W. BEISSER DRIVE, GARDNER & ASSOCIATES, INC.

PROJECT MANAGER: J. DEMERY

CIVIL: J. DEMERY

ARCHITECTURAL: B. DEMERY

ELECTRICAL: L. DEMERY

LANDSCAPING: A. DEMERY

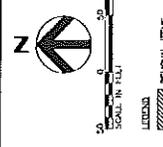
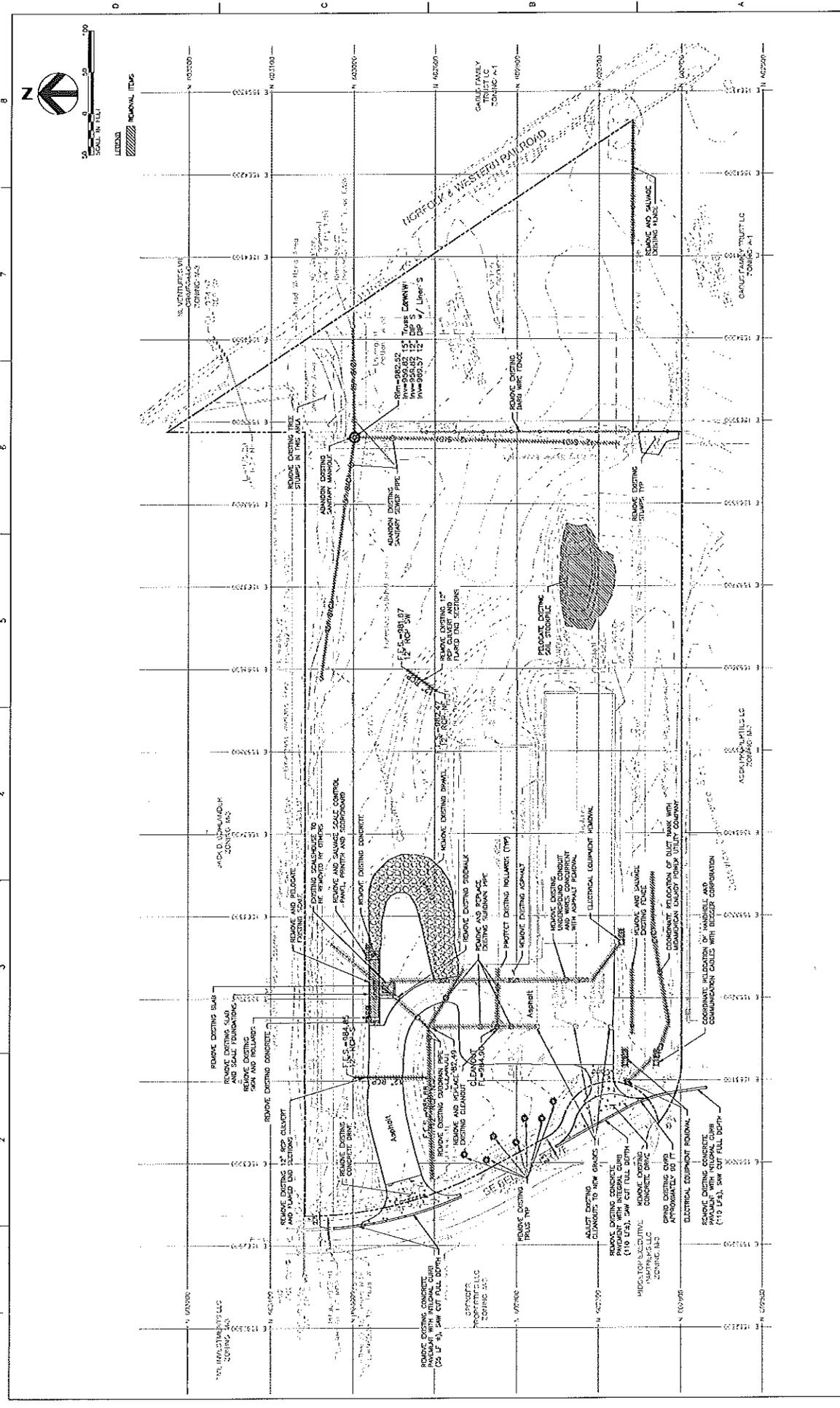
PROJECT NUMBER: 21094

SCALE: 1" = 60'

DATE: 07/29/2013

DRAWN BY: J. DEMERY

CHECKED BY: J. DEMERY



LEGEND
REMOVAL ITEMS

DEMOLITION PLAN

PROJECT NUMBER: 131004

DATE: 05/25/2011

SCALE: 1" = 50'

FILENAME: K:\SHP

SHEET: 4

Metro Waste Authority

P-45A METRO NORTHWEST TRANSFER STATION

SITE DEVELOPMENT PLAN

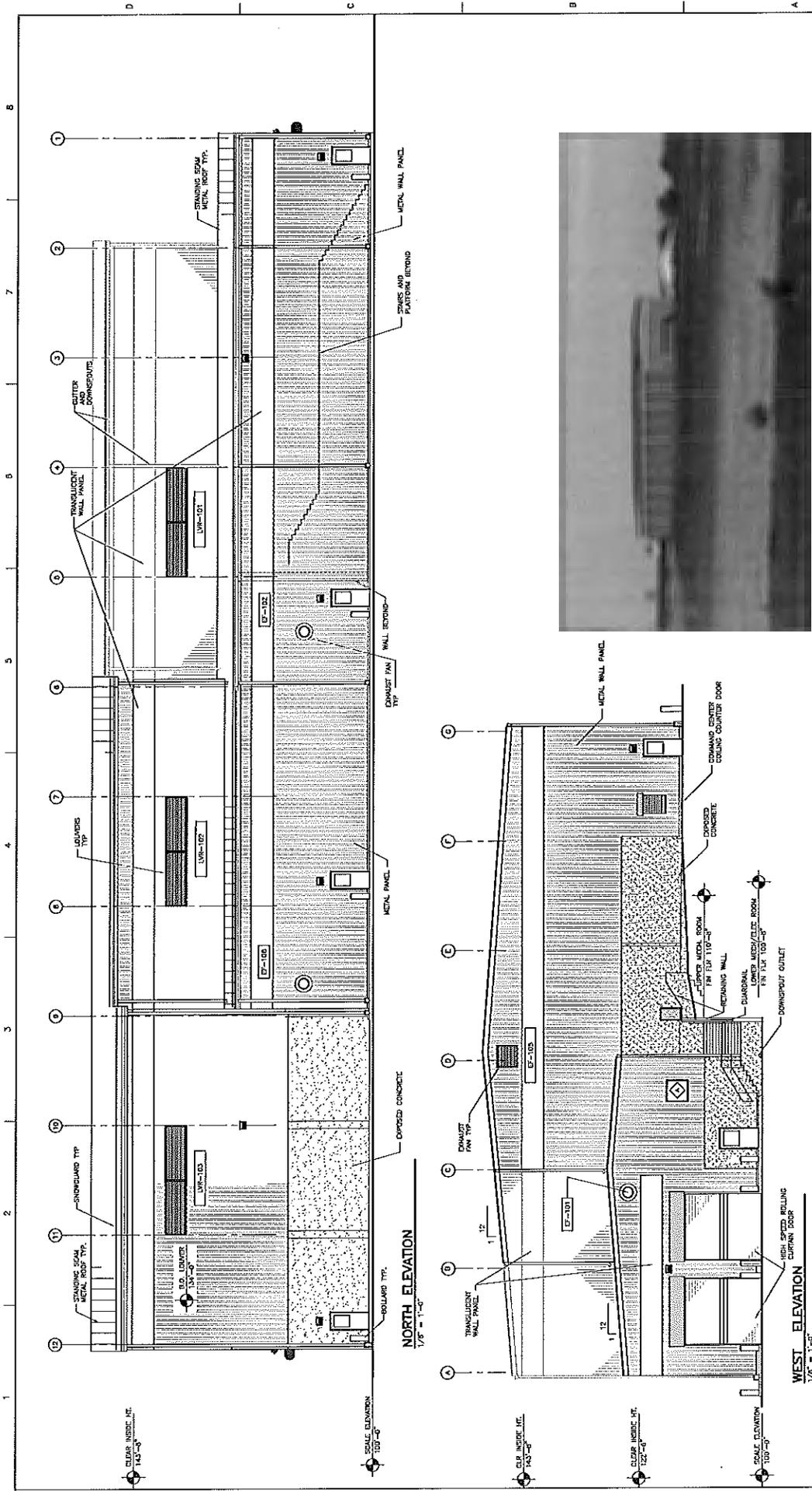
PROJECT MANAGER: J. BUNSKY	CIVIL	D. MCCORDEN
ARCHITECTURAL	U. CHAMPT	
ELECTRICAL	L. BARNON	
LANDSCAPING	A. HETPSON	
PROJECT NUMBER: 131004		

HDR

Hydro-Design Resources, Inc.

05/25/2011 SITE DEVELOPMENT PLAN APPLICATION

SCALE: DATE: DESCRIPTION:



BUILDING COLORS WILL BE EARTH TONE, SIMILAR TO EXISTING METRO WASTE FACILITY. TAN FOR WALLS, COULING OVERHEAD DOORS, GREEN FOR ROOF AND ROOF TRIM, PHOTO OF EXISTING FACILITY.

NOTE:
 1. TRANSLUCENT ROOF PANELS NOT SHOWN.
 2. PHOTO FROM EXISTING FACILITY - YELLOW CIVIL.

PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION



PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION

PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION

TRANSFER STATION BUILDING ELEVATIONS

Metro Wastewater Authority

P-45A METRO NORTHWEST TRANSFER STATION SITE DEVELOPMENT PLAN

PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION

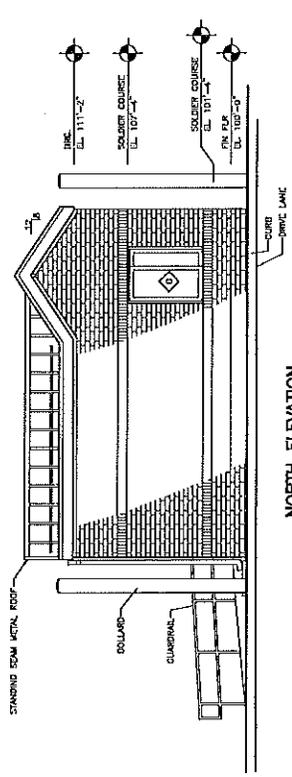
PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION

PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
SCALE	DATE
DESCRIPTION	DESCRIPTION

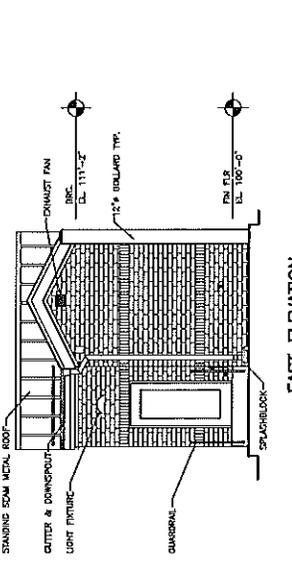


PROJECT MANAGER	J. BURROUGHS
CIVIL	B. WICKOLIN
ARCHITECTURAL	B. CHIKRI
ELECTRICAL	L. HANSEN
LANDSCAPING	A. PETERSEN
SCALE	DATE
DESCRIPTION	DESCRIPTION
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DESCRIPTION	DESCRIPTION

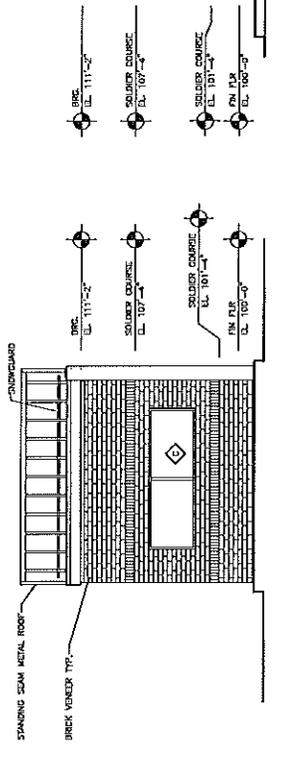
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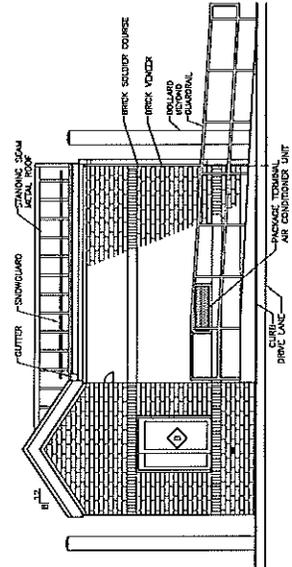
NORTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"



BUILDING COLORS WILL BE EARTH TONES WITH RED FACE BRICK VENEER AND IVORY SOLDIER COURSE AND GREEN FOR WINDOW FRAMES AND ROOF. PHOTO OF EXISTING METRO WASTE FACILITY.

SEE 1/4" FINISH FLOOR ELEVATION 100.00' = 80.25' CIVIL.



DATE	DESCRIPTION
08/14/2014	SITE DEVELOPMENT PLAN APPLICATION

PROJECT MANAGER	J. DOMINICK
CIVIL	B. WOODRUM
ARCHITECTURAL	B. COCHRAN
ELECTRICAL	L. RAMON
LANDSCAPING	A. PETERSEN
PROJECT NUMBER	215884


 Metro Wastewater Authority
P-454 METRO NORTHWEST TRANSFER STATION SITE DEVELOPMENT PLAN

SCALEHOUSE EXTERIOR ELEVATIONS

FILE NAME: C:\2014\14
 SCALE: AS NOTED
 SHEET: 19



101 North Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

ORDINANCE #632

AN ORDINANCE TO AMEND THE GRIMES CODE OF ORDINANCES CHAPTER 108.06 TO PROVIDE FOR THE INCREASE IN THE CHARGE FOR THE COLLECTION OF RECYCLABLE MATERIALS FROM \$2.61 TO \$2.65 EFFECTIVE JULY 01, 2013-2014

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

SECTION 1. Purpose. The purpose of this ordinance is to amend the Code of Ordinances Chapter 208.06 to provide for the increase in the charge for the collection of recyclable materials from \$2.61 to \$2.65

SECTION 2. Amendment.

Grimes Code of Ordinances Section 108.06 shall be amended to read as follows:

C. The monthly charge shall be \$2.61 to \$2.65 effective July 01, 2013 2014.

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 Grimes City Council on _____, 2014.

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

May 30, 2014

Michael Lee, PLS
Civil Design Advantage L.L.C.
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

Glenstone Trail Plat 8 – Final Plat
FOX Ref No: 8630-03T.261

FOX Engineering with assistance from David Schneider, PLS, has completed the first review for Glenstone Trail Plat 8 Final Plat. Please address the following comments:

1. Please address all of Dave Schneider's comments (future comment letter under separate cover).
2. Please provide addresses for each unit/lot.
3. Discussion is necessary with the city attorney regarding the sharing of a single sanitary sewer service for multiple units. An agreement for multiple units sharing of the same sanitary service may be necessary. It is our understanding that each unit will have its own water service.
4. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
 - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
 - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
 - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
 - f. Please send FOX (John Gade – jgade@foxeng.com) and the City Attorney (Erik Fisk - Fisk@whitfieldlaw.com) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
5. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.

FINAL PLAT SCHEDULE:

PLANNING & ZONING: June 3, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: June 10, 2014 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

Mitch Holtz

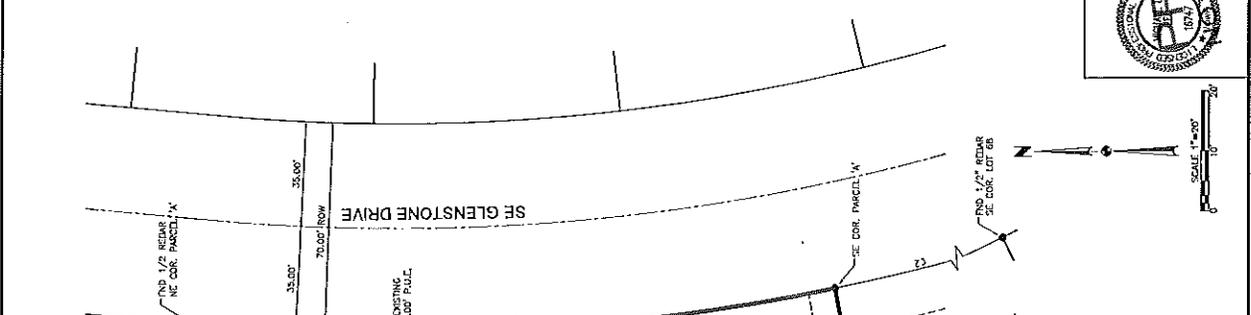
Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes
Erik Fisk, City Attorney
Attachments: Dave Schneider Review Comments

GLENSTONE TRAIL PLAT 8 FINAL PLAT

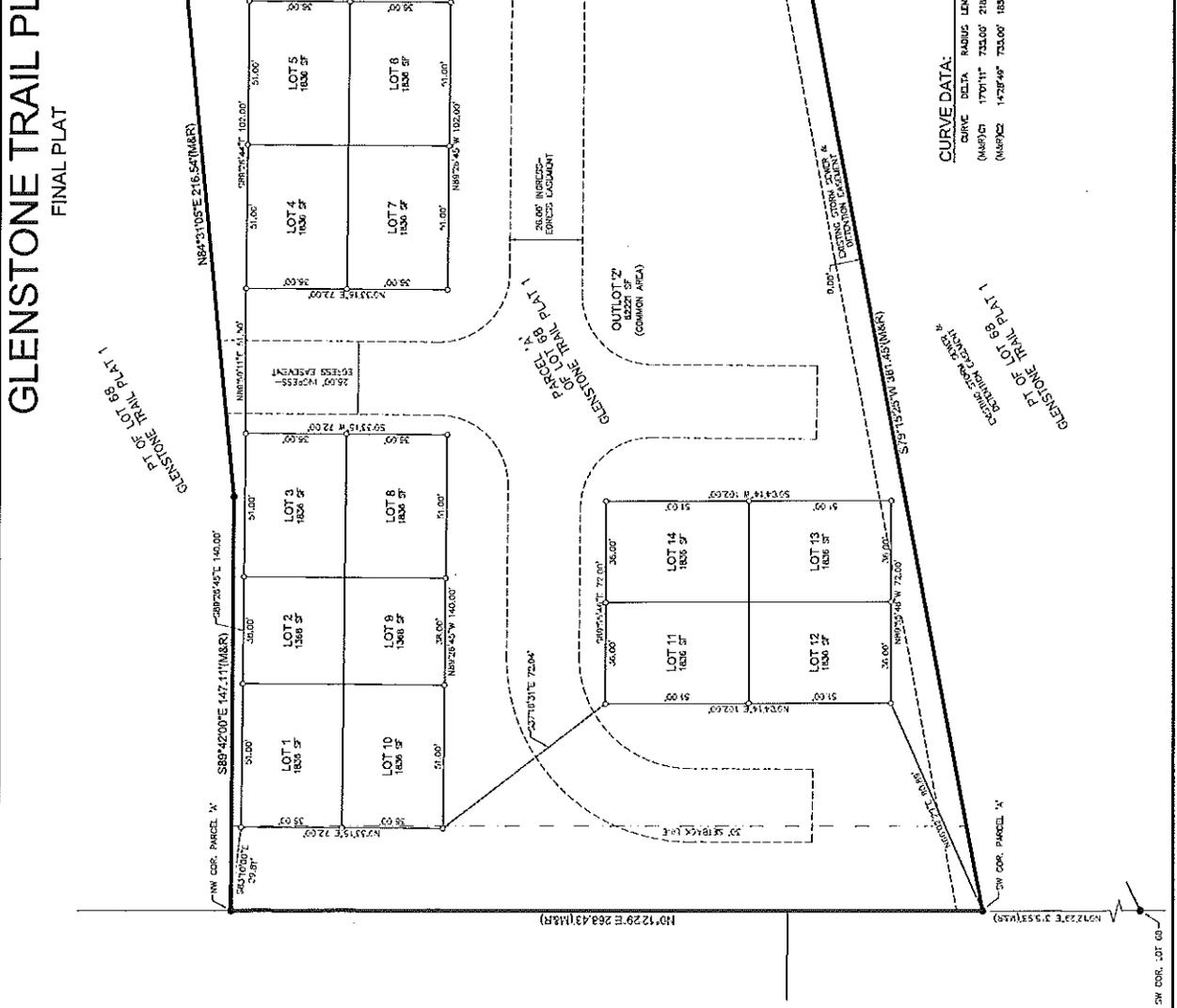
ENGINEER/SURVEYOR:
 CIVIL DESIGN ADVANTAGE
 GRAMES, IOWA 50111
 ZONING:
 R-3 - MULTIFAMILY DWELLING DISTRICT
 BULK REGULATIONS:
 SETBACKS: FRONT YARD 30' REAR YARD 30' SIDE YARD 7' MINIMUM / 14' COMBINED
 PLAT DESCRIPTION:
 THIS PLAT IS A SUBDIVISION OF THE TRAIL PLAT 1, AN ORIGINAL PLAT, AS SHOWN ON PLAT OF SURVEY RECORDED IN BOOK 14454, PAGE 81 IN THE CITY OF GRAMES, POLK COUNTY, IOWA.
 OWNER/DEVELOPER:
 MEAT FEAT, LLC
 12121 10TH AVE NW
 CLIVE, IOWA 50325
 DATE OF SURVEY:
 SEPTEMBER 8, 2012

LEGEND:
 FOUND FT. FOUND FT. FOUND FT.
 1/2" BENCH MARK AS NOTED ▲ Δ ○
 (UNLESS OTHERWISE NOTED)
 P P P
 UNADJUSTED BEARING & DISTANCE UNADJUSTED BEARING & DISTANCE UNADJUSTED BEARING & DISTANCE
 ADJUSTED BEARING & DISTANCE ADJUSTED BEARING & DISTANCE ADJUSTED BEARING & DISTANCE
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 PUBLIC UTILITY ELEVATION PUBLIC UTILITY ELEVATION PUBLIC UTILITY ELEVATION
 SECTION LINE SECTION LINE SECTION LINE
 LEGUMENT LINE LEGUMENT LINE LEGUMENT LINE



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

ELIMINATED FOR CONSTRUCTION
 DATE: _____
 THIS SHEET



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



**OPERATIONS, MAINTENANCE AND
MANAGEMENT OF WATER TREATMENT & DISTRIBUTION AND
WASTEWATER TREATMENT, COLLECTION & PUMPING
AGREEMENT**

July 1, 2014

CITY OF GRIMES

And

USW UTILITY GROUP

OPERATION SERVICES AGREEMENT

BETWEEN

CITY OF GRIMES

RE: CITY

And

USW UTILITY GROUP

THIS Operation and Maintenance Agreement (the "Agreement") is to commence on the 1st day of July 2014 (Commencement Date), or other mutually acceptable date, between USW Utility Group ("USWUG"), whose address is 1406 Central Avenue, Fort Dodge, IA 50501, furthermore referred to as USWUG, and City of Grimes, a municipality located in Polk County, Iowa, and acting by and through its duly authorized Mayor-Council (the "City") whose address is 101 NE Harvey Street, Grimes, Iowa 50111.

RECITALS:

WHEREAS, The City is the Owner and has the right and obligation to operate and maintain a water production and distribution system and a sanitary wastewater collection, transportation and treatment system, and a stormwater system (collectively, the "System or Facilities") in Polk County, Iowa, which serves customers of the City, and the City desires to obtain services for the competent operation, maintenance, and management of the System. City is the Owner of municipal wastewater treatment and collection facilities, municipal water treatment and distribution facilities, and stormwater collection facilities as described in Exhibit A to this Agreement (the "Description of Facilities"); and

WHEREAS, City desires to engage USWUG to operate and maintain the Facilities on behalf of City and USWUG desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, USWUG is experienced and capable of providing operation, maintenance and management services for the Facilities; and

WHEREAS, City is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant and agree as follows:

ARTICLE I – DEFINITIONS:

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 "Agreement" means the written instrument which is evidence of the agreement between City and USWUG covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof.
- 1.2 "Applicable Law" shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all City ordinances, laws or directives, (v) all federal or State judicial judgments, orders or decrees, (vi) all federal, State or City administrative orders or directives, which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the Term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or City consent decrees, stipulations or settlement agreements, in any

manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.

- 1.3 **"Contract Price"** means the compensation outlined in Article V, of this Agreement.
- 1.4 **"USWUG"** or **"Operator"** means USW Utility Group.
- 1.5 **"Cost"** means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.
- 1.6 **"Day"** shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 1.7 **"Emergencies"** are condition or circumstances that threaten the immediate shutdown of or the substantial reduction in the operational capacity of the Facilities, or the life, health or property of the USWUG or City or their employees or agents. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure.
- 1.8 **"Facilities"** mean the City water production and distribution system and a sanitary wastewater collection, transportation and treatment system, stormwater system including but not limited to, all equipment, structures, instrumentation, pumps, lift stations, vehicles, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, HVAC, meters, computers, communications systems, valves, easements, and generators.

- 1.9 **"Holiday"** means the holidays observed by the City (New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve Day and Christmas Day).
- 1.10 **"Maintenance"** means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or otherwise required under standard industry practices to maintain the Facilities in good to excellent condition, ordinary wear and tear excepted, and to maximize the service life of the Facilities.
- 1.11 **"CITY"** means City of Grimes Agency, City, representative, as applicable.
- 1.12 **"Permits"** shall refer to all permits and licenses issued to City and required for the discharge of water and wastewater from the Facilities.
- 1.13 **"Project"** means all the work performed pursuant to the Agreement at the Facilities.
- 1.14 **"Prudent Industry Practice"** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, construction, operation, maintenance, repair, replacement and management practices in the municipal water and wastewater industry as observed in the Midwest region of the United States.
- 1.15 **"Repairs"** means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, Facilities or some component thereof.
- 1.16 **"Reports"** means all reports including annual reports, monthly operating reports, mutually agreeable reports, and any other reports as required by the permit or manufacturers.
- 1.17 **"Services"** means the Scope of Services outlined in Article II of the Agreement.

1.18 "Staffing Plan" means the City project staffing plan that is submitted by the USWUG and approved by the City which defines the USWUG's; (a) minimum level of full time equivalents (FTE); (b) minimum qualifications of staff; (c) USWUG's organization chart for the City project; (d) key personnel (Principle In-Charge, Project Manager and Assistant Project Manager); (e) expected level of technical support from the USWUG's Corporate personnel; (f) staff retention plans, and (g) response to deviations from the Staffing Plan. USWUG's commitment to employ such managers, engineers, and other professionals and staff as are necessary and appropriate to carry out its responsibilities under the Agreement.

1.19 "Unforeseen Circumstance(s)" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of USWUG; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance, management and repair of the Project; and (vi) failure of Facility's design, technology; excluding:

- (i) General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;
- (ii) Changes in the financial condition of the City, USWUG, or any of their affiliates or Sub-Contractors of USWUG;

- (iii) Union work rules which increase the USWUG's operating cost for the Facilities;
- (iv) Any impact of prevailing wage laws on USWUG's costs, provided however that such requirements or demands may constitute a change of law entitling USWUG to additional compensation;
- (v) The consequence of USWUG's error, including any errors of USWUG affiliates or Subcontractor; and/or
- (vi) Litigation against the City and/or USWUG

1.20 "**Work Authorization**" means a document which is signed by USWUG and City and authorizes an addition, deletion or revision in the Services, or an adjustment in the contract price or the contract time, issued on or after the Commencement Date of the Agreement.

ARTICLE II – SCOPE OF SERVICES:

2.1 Commencing on July 1, 2014, or such other date mutually acceptable in writing to USWUG and City (the "Effective Date or Commencement Date"), USWUG will provide all routine operation and maintenance of City's Facilities in accordance with all applicable laws, regulations, ordinances, and City Tariff and Policies on a seven (7) day per week basis within the design capacity of the Facilities as described in Exhibit A to the Agreement. The routine operation, maintenance, and management services to be provided by the USWUG are further described in this section of the Agreement. The Services include: (a) treatment of wastewater influent delivered to the Facilities; (b) treatment of raw water delivered to the water treatment plant (c) meter reading (d) work orders (customer turn-ons and turn-offs, locates, re-reads, service work, and water quality work orders) (e) distribution system operation and maintenance (f) collection system operation and maintenance (g) Maintenance of the Facilities (including building

and grounds up-keep and maintenance); (h) laboratory testing and analysis as required by the Permits and Applicable Laws; and (i) preparation and prompt delivery of all applicable and required filings, including discharge monitoring reports, monthly operating reports, annual sludge report, 5 year sludge management plan, and consumer confidence reports, to City and to regulatory agencies as prescribed by Applicable Law; (j) management and support of the Systems; computer based management, process control and maintenance management systems; quality assurance systems; laboratory analysis; security of sites.

- 2.2 USWUG shall be responsible for managing the Systems in accordance with Prudent Industry Practice, which includes, but is not limited to, the management, operations, maintenance and repair of water supply wells, water treatment, pumping of raw and finished water, booster pumping stations, storage systems, wastewater treatment plants, and, lift stations, stormwater catch basins, and the laboratory. USWUG shall manage the Systems with the objectives of (1) producing the highest water quality at the most reasonable price, while improving and extending the life of the Systems, and (2) treating wastewater to at least a level that is consistent with the City's water quality permit, and other regulatory requirements, while minimizing odors emitted from the Wastewater System.
- 2.3 USWUG shall operate, maintain, and manage the water distribution and wastewater collection systems to extend their useful life, to provide maximum capacities, to prevent unnecessary damage to public and private property, to minimize inconveniences by handling interruptions in service, and to prevent public health hazards. USWUG shall provide twenty-four (24) hour per day, seven (7) days per week emergency service and will use its best efforts to maintain uninterrupted service to customers.
- 2.4 USWUG shall assist City in representing City and USWUG's interests with respect to matters involving regulatory agencies and the City's existing and future contractual obligations.

- 2.5 USWUG shall perform work associated with customer service work orders.
- 2.6 USWUG shall serve as an Independent Contractor of the City.
- 2.7 USWUG shall be responsible for personnel expenses incurred in the routine operation of ~~the~~ Facilities. ~~Such personnel expenses shall include including personnel services, meter reading, locates, hand tools, and customer service field services~~wages, benefits, training, ~~minor office supplies (including postage for intra-company mailing), and communication services.~~ USWUG shall also be responsible for the cost of acquiring, operating and maintaining; ~~four (4) general transportation type vehicles.~~ The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of USWUG's profession in the geographic region of Facilities.
- 2.8 USWUG shall conduct services with safety of staff and public as a primary focus. USWUG shall provide all required Maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. Maintenance shall be performed in accordance with manufacturer's specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities. USWUG shall maintain manufacturers' warranties on new equipment installed at the Systems and, to the extent permitted by the terms of the warranties, enforce existing equipment and structure warrants and guarantees. USWUG shall clean and lubricate equipment as necessary, perform predictive maintenance as appropriate, ensure orderly equipment inspections and needed adjustments, perform plumbing and electrical maintenance of the Facilities, maintain vehicles and light duty service trucks necessary for daily operations, and maintain all the Facilities' instrumentation provided to the USWUG. USWUG shall schedule and track all preventative maintenance in accordance with Prudent Industry Practice. USWUG will perform the maintenance and repair of all equipment, physical facilities, and vehicles assigned for USWUG's use up to an agreed upon fixed dollar value

Comment [KB1]: Should this be reworded as this is a personnel only contract. Responsible for personnel related expenses (wages, benefits, training, minor office supplies including postage for intra-company mailings, etc.), communication services (except for the lift station dialers) and the cost (acquisition, operation and maintenance) of any general transportation type vehicles incurred in the routine operation and maintenance of the Facilities.

(M&R Fund). Except for Emergencies, that threaten the immediate shutdown of or the substantial reduction in the operational capacity of the Facilities, or the life, health or property of the USWUG or City or their employees or agents, USWUG shall not exceed the maintenance and repair fund limit, without prior written authorization from the City. USWUG shall utilize life cycle cost analyses to determine repair versus replacement of equipment. Repairs and replacements less than five hundred dollars (\$500) shall be considered routine and shall require a purchase approved by the City prior to purchase. Repairs and replacements over \$500 shall require at least two bids unless the purchase is for standard operational materials. ~~two thousand five hundred dollars (\$2,500)~~ shall be considered routine and shall not require prior written authorization. Repairs and replacements equal to or greater than two thousand five hundred dollars (\$2,500) shall be considered Major Maintenance/Repairs and shall require purchase orders, three bids and Council approval prior to purchase. ~~prior in the event that a purchase is necessary for the immediate repair for the operation of the Facilities or services required to maintain the operation of the Facilities, emergency approval can be obtained from the Mayor or his/her designee. written authorization from the City.~~ Repairs and replacements equal to or greater than five thousand dollars (\$5,000) shall be considered Capital Improvements and shall be paid for by the City, excluding USWUG normal on-site labor.

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- 2.9 USWUG will provide properly qualified, certified employees for the staffing of the Facilities in accordance with the Staffing Plan, Applicable Laws and the Permits. USWUG commits to employ such managers, operators, and other professionals and staff as are necessary and appropriate to carry out its responsibilities under the Agreement. USWUG shall provide additional staffing levels as required by the Permits or Applicable Laws. Backup services will be provided by USWUG corporate personnel. In addition, USWUG shall monitor the Facilities 24 hours per day, 7 days per week. USWUG shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, customer service, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable

and demonstrate experience necessary to operate and maintain the Facilities. USWUG shall provide and maintain an approved Staffing Plan, such approval shall not be unreasonably withheld, which will provide City a detailed account of USWUG's staffing levels and Key Personnel. City and USWUG acknowledge that the Staffing Plan is a living document and shall require frequent updates when positions become vacant and are refilled, thus, USWUG shall supply the City updates of USWUG staffing levels.

- 2.10 USWUG shall provide sampling and analyses for the Facilities as required by the Permits and Applicable Laws. Outside (Contract) laboratory fees shall be the responsibility of the City. All sampling and laboratory analyses shall be performed by laboratories certified by the State of Iowa. USWUG shall maintain the on-site process control laboratory. Laboratory procedures shall conform to the most recent edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of the Permits and/or Applicable laws, as appropriate.
- 2.11 USWUG shall provide an appropriate staffing level to provide operation, maintenance and management coverage of the Facilities. USWUG shall be on call 24 hours per day, 7 days per week for emergency situations. USWUG shall provide employees to perform all services required by this Agreement and in such situation, USWUG shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.
- 2.12 USWUG shall communicate with the designated City liaison as described in Article 3.9 of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, USWUG shall advise the City and serve as City's liaison to regulatory agencies and industrial users in matters related to the operation, maintenance and management of the Facilities. However, USWUG will not act as, or provide, legal counsel in this capacity. Additionally, this Agreement does not preclude the City from communicating with regulatory agencies and industrial users about the Facilities.

2.13 USWUG shall comply with all regulatory requirements Permits requirements, and Applicable Law pertaining to the day-to-day operation of the Facilities.

2.14 USWUG shall operate, maintain, and repair the City's wastewater collection system, wastewater discharge system, wastewater treatment plants, water treatment plant, and water distribution system, in accordance with generally accepted industry standards, Prudent Industry Practices, environmental regulations, Applicable Law, and City's standards in such a manner as to efficiently collect wastewater from the City's customers and deliver it to the treatment Facilities, efficiently treat such wastewater and deliver to the discharge Facilities, efficiently deliver raw water to the water treatment Facilities, efficiently deliver water the City's customer that meet water quality standards, efficiently and accurately provide customer service field services, and provide the City customers with a standard of service delivery which strives to achieve service delivery excellence.

USWUG shall locate and inspect all manholes within the collection system at least every three (3) years.

USWUG shall Respond to any report of loss and/or disruption of water or wastewater service, or wastewater collection system line blockages or potential therefore, or manhole surcharging, odor complaint, water leak, loss of pressure, poor water quality, as may be reported by any source within the City's service area as soon as possible, but in any event within two (2) hours of being notified or otherwise learning of such condition, in the water distribution and/or wastewater collection system.

2.15 USWUG will prepare reports for the City, state and federal regulatory agencies and will maintain records that are required or deemed useful by USWUG and City to monitor and control the operation of the Facilities. USWUG shall maintain computerized and other necessary reports of operations, maintenance, repair, and improvement activities at the Facilities and shall prepare and submit to the City a monthly report, delivered to the City

no later than the last day of the following month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state, and federal agencies. The monthly report shall also include the following items: (i) insurance claims that are filed or pending; and (ii) copies of all reports and correspondence made by USWUG to local, state, and federal regulatory agencies on behalf of the City.

- 2.16 USWUG shall collect the data for monitoring required by the Permits and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the City and to the appropriate regulatory agencies with jurisdiction, unless directed otherwise by the City. If required pursuant to Applicable Law, USWUG shall attest as to the accuracy and completeness of the data collected for each report. City, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.
- 2.17 All Facility records, data, software and information including but not limited to operation reports, laboratory data and budgetary and financial information shall remain the property of the City and cannot be destroyed by USWUG without written consent of City. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports shall upon termination of this Agreement, remain the property of the City and cannot be destroyed by USWUG without written consent of City. USWUG assumes that the existing computerized maintenance, process control, and laboratory management systems shall remain intact and be available for USWUG.
- 2.18 USWUG shall provide additional technical services when requested by the City. USWUG shall be compensated for such additional technical services in the manner provided by Article 5.2 of this Agreement. A detailed scope of work and cost estimate shall be provided to the City and a written Work Authorization to proceed shall be required before work is initiated.

2.19 USWUG shall provide emergency response when required. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure. In an emergency USWUG may act without written or verbal authority at USWUG's discretion to prevent threatened damage, injury or loss. USWUG shall be compensated for such additional operational, maintenance, engineering and technical services in the manner provided by Article 5.2 of this Agreement.

USWUG shall act in an emergency as promptly as possible.

2.20 USWUG will respond to after hours (prior to 7:30AM or after 4:30PM) emergency service calls within thirty (30) minutes of being received.

2.21 USWUG shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City for the Facilities and assist in enforcing existing equipment warranties and guarantees.

2.22 USWUG shall comply with all City requirements for the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; The Age Discrimination in Employment Act of 1967; affirmative action and the Americans with Disabilities Act of 1990, as amended, and the Iowa Civil Rights Act, as amended.

2.23 USWUG will track all maintenance efforts performed on behalf of the City. USWUG shall provide City with full documentation that maintenance is being performed on all Facilities in accordance with manufacturer's recommendations at intervals and in sufficient detail

as may be determined by the City. Such a maintenance program shall include documentation of maintenance. USWUG shall have a fully functional CMMS within ninety (90) days of the Commencement Date of this Agreement.

- 2.24 Additional operation and maintenance services not considered routine, or which are required as a result of flood, fire, Act of God, or other Force Majeure, civil disturbance, terrorism or other reasons beyond USWUG's control, are not covered within the scope of this Agreement. If requested, USWUG will assist the City in obtaining or providing the operation and maintenance so required and USWUG will be paid for such assistance in accordance with Article 5.2 of this Agreement. USWUG shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided by the City, to protect against vandalism and intrusion. To the extent possible, USWUG shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of City with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. USWUG shall rely on City's security and public safety staff for ultimate control and responsibility for the security of property and equipment.
- 2.25 USWUG will supervise all regulatory compliance pertaining to the day-to-day operation and maintenance of the Facilities subject to the limitations of this Agreement.
- 2.26 USWUG shall operate Facilities in compliance with state and federal regulatory requirements. USWUG shall be liable for the payment of fines and/or civil penalties levied against the USWUG and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized Permits, court order, administrative order, Applicable Law, statute, ordinance, etc. for reasons resulting from USWUG's negligence during the Term of this Agreement. USWUG will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- 2.26.1 Flows and pollutants which are not within the Design Capabilities of the Facilities, including, but not limited to soluble oil, heavy metals, excessive suspended solids, excessive organic loading, excessive ammonia nitrogen, excessive fats, oils, and greases;
- 2.26.2 The malfunction or failure of equipment which is not ~~solely~~ substantially due to ~~caused by~~ the negligent act, errors or omissions of USWUG;
- 2.26.3 Construction activities which are undertaken to improve the Facilities, Facilities, but which are beyond the operating, and/or maintenance, and/or management scope of services of USWUG as delineated in Article 2;
- a. Discharges from existing or new industrial facilities in violation of any pretreatment standards or permits applicable to those discharges;
 - b. In no event shall USWUG be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior or existing on the July 1, 2014, the Commencement Date of this Agreement between both parties. And which are not due to the sole negligence of the USWUG.
- 2.27 USWUG shall monitor, sample, analyze and report as required by the Iowa Department of Natural Resources (IDNR) with respect to the Permits and Facilities. Testing will include those tests necessary to maintain the daily operation of the water and wastewater treatment Facilities. Testing performed by outside laboratory shall be coordinated by the USWUG and paid for by the City.

- 2.28 USWUG shall be responsible sludge ("biosolids") management. All cost associated with sludge disposal will be the responsibility of the City. If a third party contractor's services are required to maintain adequate sludge disposal, the cost of this third party contractor shall also be the responsibility of the City.
- 2.29 USWUG shall maintain cleanliness of process equipment and buildings, and general appearance of all buildings.
- 2.30 USWUG shall mow the grass at the Facilities.
- 2.31 USWUG shall act in a professional manner in dealing with community groups concerned with any facet of the operations, maintenance, and management; including tours and other public relations programs.
- 2.32 USWUG shall complete periodic inspections (at least once a week), perform preventative maintenance, and make required adjustments of the lift stations.
- 2.33 USWUG shall complete periodic inspections (at least once a week), perform preventative maintenance, and make required adjustments of the pumping stations.
- 2.34 USWUG shall provide the City a listing of any Capital Improvements (\$5,000) or greater, excluding USWUG normal on-site labor, the USWUG believes will be required for any of the Facilities covered under the Agreement. USWUG shall submit a budget each fiscal year of all the expenses incurred as part of the routine maintenance and services of the Facilities. USWUG shall not be relieved of its responsibilities to perform up to the capabilities of the existing Facilities if the recommendations or proposed budget are ~~is~~ not implemented.
- 2.35 USWUG shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, customer service, energy management, etc.

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- 2.36 USWUG shall develop and implement a proper safety program with ninety (90) days of Agreement Commencement Date (July 1, 2014) and all portions of that program shall be adhered to. Such safety program shall comply with Applicable Laws and USWUG agrees that it will adhere to all portions of that safety program.
- 2.37 USWUG shall operate all Facilities such that odor and noise shall be effectively controlled and that no avoidable disruption of adjacent neighborhoods shall result using reasonable methods within the limits and capabilities of the Facilities.
- 2.38 USWUG shall be responsible for the proper operation and maintenance of the wastewater collection system including but not limited to manholes, interceptor sewer lines, blockages, grease trap inspection, infiltration and inflow, bypasses, Edwards Aquifer Pipeline CCTV, and sanitary sewer overflows.
- 2.39 USWUG shall operate the Facilities within the limits and capabilities of the Facilities' equipment to effectively control odor and noise and insure that there is no avoidable disruption of adjacent neighborhoods.

Odor complaints received by USWUG shall be reported to City within twenty-four (24) hours and contain the name, address, phone number, date and time, USWUG contact person, nature of odor, probable origin of the odor and the action the USWUG will implement or has implemented to remedy and/or mitigate said odor.

- 2.40 USWUG shall be responsible for the proper operation and maintenance of the water distribution system including but not limited to valves, mains, meters, air release valves, storage tanks, pressure reducing valves, service laterals, meter boxes, easements, supervisory control and data acquisition (SCADA) systems, motor control centers, variable frequency drives (VFD), controls, raw water wells and main, etc.

- 2.41 USWUG shall maintain continuing education programs (e.g., customer public relations, OSHA procedures and requirements, and elements related to water and wastewater operations) for all employees that work on behalf of the City. Specifically, all System supervisors and operators shall attend a state certified or approved water or wastewater training course at least once each year or otherwise receive a minimum of twenty (20) hours of training each year, to the greatest extent practicable.
- 2.42 Prior to the Commencement Date, USWUG shall submit to the City a detailed Start-Up/Transition Plan (SU/TP), such plan shall contain, at a minimum, the following items;
1. Vehicle and Equipment Acquisition Schedule.
 2. Human Resources Activities, Staffing Plan.
 3. System Initial Condition Assessment.
- 2.43 USWUG shall inventory and maintain a listing of all of the System equipment, parts, and supplies, including manufacturer's model and serial numbers, motor frame numbers, warranties, plans, specifications, and other such data as required to provide immediate information for the Scheduled Maintenance Program (defined herein) and repair or replacement of the System equipment and facilities. The Parties acknowledge that USWUG is relying on the City to provide such data, and that the period to enter this data into the USWUG's CMMS may be extended if the City does not provide the data in an acceptable electronic format.
- 2.44 USWUG shall maintain 24 hours a day, 7 days a week, and 365 days per year, a telephone and dispatch service with qualified personnel to respond to the System's customer problems and equipment malfunctions. USWUG shall maintain a log memorializing all calls and USWUG's responses thereto.

- 2.45 USWUG shall monitor computer or automatic dialed telephone alarm systems at any of the System facilities which are installed and programmed to call the USWUG 24-hour telephone dispatch service.
- 2.46 USWUG operating and maintenance employees shall be readily identifiable to the City's customers by distinctive clothing. Service vehicles shall have the USWUG logo prominently displayed.
- 2.47 USWUG shall coordinate with the City's Manager, staff, and professional services consultants, such as attorneys, engineers, auditors, bookkeepers, and financial advisors as necessary to maintain efficient operation of the System.
- 2.48 USWUG shall respond to routine inquiries or correspondence from the City's directors, customers or consultants in a prompt, professional manner.
- 2.49 USWUG's Project Manager or Assistant Project Manager or designated representative will attend regularly scheduled meetings which have an agenda item relating to the System's operations. The USWUG representative will have direct knowledge of the System's ongoing operations or agenda items as appropriate.
- 2.50 Upon adequate notice from the City, USWUG shall provide speakers qualified to make presentations to citizen and customer groups, civic associations, and schools within the City service area. Subjects shall include, but are not limited to, utility regulations, water conservation, water and wastewater facilities operations, and customer service matters.
- 2.51 USWUG shall render reasonable assistance in the promotion of good relations with the City's customers and act in a manner befitting a professional USWUG of the City.
- 2.52 USWUG shall provide Basic Services which are included in the Base Fee; such Basic Services are defined as those detailed in Exhibit B of this Agreement.

2.53 USWUG shall provide the appropriate level of staff assigned to the City as further defined in the USWUG's approved Staffing Plan

2.54 USWUG shall provide to City an acceptable performance bond in the amount equal to the annual service fee before any offsets for the first year of the annual Agreement, to be updated and increased annually to the amount of the annual Service Fee before any offsets as adjusted, and maintain such coverage for the term of the Agreement.

2.55 USWUG shall not be responsible for damages caused by any defects or flaws inherent in the Systems that exist prior to the Commencement Date.

2.56 USWUG shall perform all services necessary with the proper and satisfactory operation and maintenance of the Systems in accordance with all Applicable Laws, rules and regulations and permits.

2.57 USWUG shall keep City apprised of changes and proposed changes in State and federal laws, rules, and regulations, and inform City of needed changes at the Systems or operations to insure compliance.

2.58 USWUG shall investigate cost saving processes beyond those associated with personnel services; should USWUG discover a cost saving method, upon gaining City written authorization, USWUG shall implement the cost savings method and shall be entitled to ten percent (10%) of such savings.

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2.59 USWUG shall investigate cost saving capital projects; should USWUG discover a cost saving capital project, upon gaining City written authorization, USWUG may fund and implement the capital project cost savings project and shall be entitled to one hundred percent (100%) of the savings until its investment has been refunded and ten percent (10%) of such savings thereafter.

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2.60 USWUG shall maintain access roads and sidewalks at the Facilities including snow removal. However, USWUG shall utilize the City furnished equipment for snow removal.

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ARTICLE III – RESPONSIBILITIES OF OWNER (CITY)

3.1 As part of the Agreement, City agrees to assume the following responsibilities:

3.2 City shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to City as Owner of all Facilities and component parts thereof;

~~3.3 City shall be responsible for all expenses not covered in 2.7; capital replacement expenditures which are defined as nonrecurring expenditures greater than \$5,000, that the City determines necessary and required, provided that USWUG will first be consulted for justification and need;~~

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3.4 City shall be responsible for filing, obtaining, and maintaining current permits for discharge water and wastewater and Industrial User Permits provided, however, USWUG shall assist City with preparing this filing and shall provide ongoing assistance regarding the maintenance of these permits;

3.5 City shall at all times provide access to the Facilities for USWUG, its agents and employees;

3.6 City shall provide USWUG the use of all existing equipment owned by City, at no fee, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;

- 3.7 City shall be responsible for all damages to the Facilities, components thereof, USWUG equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure, civil disturbances, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent City was negligent regarding the misuse of such property;
- 3.8 City shall be responsible for all fines imposed for process upsets and violations of permits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 2.26;
- 3.9 City shall designate an individual to act as liaison with USWUG in connection with the performance of services by USWUG under this agreement;
- 3.10 City shall be responsible for all property, excise and other taxes assessed on the Facilities;
- 3.11 City shall bear all costs incurred as a result of regulatory requirements not in effect on the Commencement Date of this Agreement;
- 3.12 City shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities.
- 3.13 City shall be responsible for payments for utilities (water, sewer, electricity, and natural gas), biosolids disposal, and chemicals.

ARTICLE IV – INSURANCE

- 4.1 USWUG will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- 4.1.1 Workers compensation Insurance in compliance with the statutes of the State of Iowa, which has jurisdiction of USWUG employees engaged in the performance of services hereunder, to the required statutory amount;
 - 4.1.2 Comprehensive General Liability Insurance with a minimum combined single limit of five million dollars (\$5,000,000.00), including the broad form property damage endorsement;
 - 4.1.3 Automobile Liability Insurance (owned, non-owned, or hired units) minimum combined single coverage limit of one million dollars (\$1,000,000.00).
 - 4.1.4 Errors and omissions coverage under USWUG's corporate professional liability insurance, with a minimum coverage of one year's fee, and up to USWUG's professional liability insurance limit of one million dollars (\$1,000,000.00).
 - 4.1.5 USWUG Pollution Liability insurance coverage; per claim and aggregate, minimum coverage of five million dollars (\$5,000,000).
 - 4.1.6 Crime insurance coverage; per claim and aggregate, minimum coverage of one million dollars (\$1,000,000).
 - 4.1.7 Employer's Liability insurance coverage; per claim and aggregate, minimum coverage of one million dollars (\$1,000,000).
- 4.2 USWUG will furnish the City with Certificates of Insurance as evidenced that policies providing the required coverage's and limits are in full force and effect upon signing of this Agreement. In addition, USWUG shall name the City as additionally insured for bodily injury and/or property damage in an amount of not less than five million dollars (\$5,000,000). Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to USWUG and the City.

ARTICLE V - COMPENSATION

- 5.1 Contract Base Fee shall be \$_____ per month for the first year for the monthly operations of the Facilities, in accordance with item 5.2 below.
- 5.2 Monthly base operations will be billed in a lump sum at the end of each month for the services of that month. Ancillary charges or additional services will be billed as a cost plus as they occur. This Agreement assumes prompt payment of all invoices. Any invoices remaining unpaid 30 days after issued, will be assessed interest at an interest rate of 1.5% per month, (18% annual).
- 5.3 Should it become necessary to perform services or provide material outside those listed in Article II above, USWUG will provide City a proposal, which must be accepted, signed by City and returned to USWUG before USWUG will undertake any such work. However; it should be noted that USWUG agrees to provide the City eighty (80) hours per year of In-kind Services. There shall be No Charge for the eighty (80) hours of in-kind service. Any repairs required above \$5,000 (Capital) will be provided by written proposal and Work Authorization by City, except in cases of emergency. All materials provided plus USWUG markup (10%).
- 5.4 Contract fee will adjust yearly on July 1st at adjusted rates based on annual reconciled cost, plus shall be increased or decreased based on the consumer price index for "all urban consumers for water, sewer, and garbage services" (nearest SMSA), plus all new scope items, plus overhead and margin. Overhead shall be set at ten percent (10%) and margin shall be set at eight percent (8%) (18% total). Each year when the budget is set, the USWUG shall be entitled to the actual cost plus overhead (10%) and profit (18%). No later than thirty (30) Days after the Parties conduct the Annual Reconciliation, USWUG agrees to pay the unused portion of the Contract Base Fee, as follows: ninety percent (90%) to the City, five percent (5%) to USWUG's City of Grimes Project Team Members,

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and five percent (5%) to USWUG. In the event that Annual Reconciliation reveals that the costs applied to the components of the Contract Base Fee exceed the Contract Base Fee, then USWUG shall invoice the City for such exceedance and the City shall pay such invoice within thirty (30) Days of receipt of such invoice. To avoid sending multiple payments to each other, the Parties may mutually agree to other payment arrangements to implement the goals of this Section.

ARTICLE VI – TERM OF AGREEMENT

The stated term of this contract is for five (5) calendar years from the Commencement Date of this Agreement, and will automatically renew unless otherwise notified by City prior to one hundred eighty (180) days prior to Agreement Expiration Date (June 30, 2019). ~~Either party may cancel or terminate this contract for any reason with a ninety (90) day written notice for default.~~ USWUG reserves the right to cancel this agreement without ninety (90) days written notice if City's account becomes thirty (30) days past due. Any notices of cancellation shall be presented by certified mail to:

Comment [ESF2]: It is either a termination for convenience provision, or it is a termination for cause. This appears to have some elements of both. It is unclear as written. It should be revised to reflect the parties' intent.

CITY	USWUG
City of Grimes	USW UTILITY GROUP
101 NE Harvey Street	1406 Central Avenue
Grimes, IA 50111	Fort Dodge, IA 50501

ARTICLE VII – TERMINATION

7.1 This Agreement may be terminated upon ninety (90) days written notice given by the City to USWUG for default by USWUG. Should USWUG fail to appropriately cure or produce a

good faith effort to cure the default within the ninety (90) day notice period the Agreement shall terminate;

- 7.2 This Agreement may be terminated upon ninety (90) days written notice given by USWUG to the City for default by the City. Should the City fail to appropriately cure or produce a good faith effort to cure the default within the ninety (90) day notice period the Agreement shall terminate;

ARTICLE VIII – CHANGES:

- 8.1 USWUG or the City may request, respectively, changes in the services authorized under this Agreement which are within Article II of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: water treatment facility operations, maintenance and management, construction and installation of capital projects and repairs caused by events outside USWUG's control if these cannot be accommodated within normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, terrorist acts, or other causes beyond USWUG's reasonable control or which result from USWUG encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the City regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written Work Authorizations, executed by the City and USWUG, unless accomplished under emergency conditions with verbal authorization.
- 8.2 In the event changes in the work result in increased work, the City will pay USWUG for hours worked, equipment used, and materials expended in accordance with Articles 5.2.

- 8.3 In an Emergency; any increase in the monthly fee or extension of time claimed by USWUG on account of acts taken in connection with such Emergency shall be paid to USWUG in accordance with Article 5. 2.

ARTICLE IX – INDEMNIFICATION:

- 9.1 USWUG agrees to indemnify and hold the City harmless from any liability, claim, demand or cause of action resulting from bodily injury to or illness or death of any person or destruction or damage to any property to the extent caused by the negligence of USWUG or its employees in the performance of the services of this Agreement. This provision shall survive the Agreement.
- 9.2 City agrees to indemnify and hold USWUG harmless from any liability claim, demands or cause of action resulting from bodily injury to or illness or death of, any person or destruction of or damage to any property to the extent caused by the negligence of the City or its employees in the performance of the services of this Agreement. This provision shall survive the Agreement.
- 9.3 In the event that both USWUG and the City are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the claim, damage, cost or expense, then in such event, each part shall be responsible for the portion of the liability equal to its comparative share of the total negligence.
- 9.4 With respect to any loss, damage, injury, handling, storage, release, discharge, escape, or other disposition of hazardous substances, wastes, pollutants, or contaminants, USWUG's obligations to City for indemnity and/or contribution shall not apply if such removal, handling, storage, release, discharge, escape, or other disposition is not required by any

local, state, or federal law, rule or regulation or where the loss, damage, injury or claim is not the result of USWUG's negligence.

ARTICLE X – MISCELLANEOUS:

- 10.1 Any temporary or portable equipment which is provided by USWUG during the term of this Agreement and which is not deemed part of the Facility or has not been paid in full by the City shall remain the property of USWUG upon termination of this Agreement. USWUG shall not make any Capital replacements of the Facility or any component thereof without the prior written approval of the City.
- 10.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both Parties.
- 10.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, to USW Utility Group, Attention: Jeffrey DuPont, Vice President and to the City, Attention: City Manager at the addresses set forth for each in the opening paragraph of this Agreement.
- 10.4 No waiver, discharge, or renunciation of any claim or right of USWUG arising out of breach of this Agreement by the City shall be effective unless signed in writing by USWUG and supported by separate consideration.
- 10.5 This Agreement shall be deemed to have been made in the State of Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa.
- 10.6 The relationship of USWUG to the City is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between USWUG and City, the relationship of principal and

agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

- 10.7 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.8 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld. City may assign this Agreement to a new owner of the Facilities if City sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of City under this Agreement.
- 10.9 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

ARTICLE XI – ATTORNEY’S FEES:

- 11.1 The prevailing party in such action shall be entitled to award and reasonable attorney’s fees related to litigation. This includes, but is not limited to expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees or similar costs.

ARTICLE XII – JURISDICTION:

12.1 Payment for services rendered under this agreement is due in Pasco, County, FL, and the failure to timely and fully make any such payment constitutes a breach of this agreement. With such breach deemed by the parties hereto to have occurred in Polk County, IA the resolution of any claim or dispute arising from or relating to this agreement must be determined in Polk County, IA. Sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Polk County, IA, to the exclusion of any other venue and courts.

This agreement, consisting of ____ pages, represents the entire understanding between the City and USWUG in respect to the Project and may only be modified in writing and signed by both parties.

IN WITNESS THEREOF, USWUG, by its duly authorized Officer, and the CITY, by its duly authorized Administrator, has executed this Agreement as to the date and year first above written.

City of Grimes (The "City")

(Signature)

(Printed or Typed Name)

(Title)

(Date)

Attest _____ L.S.

By: _____ L.S.

USW Utility Group (The "Contractor")

(Signature)

(Printed or Typed Name)

(Title)

(Date)

Attest _____ L.S.

By: _____ L.S.

OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT**EXHIBIT A****Description of Facilities**

For purposes of this Agreement, the following Facilities are included:

A. Water Treatment

The City's water supply consists of three shallow alluvial wells, a Jordan well, a raw water transmission line, a lime softening treatment plant, pumping systems, and finished water storage. The current system is rated to provide treatment water to the system at a peak day rate of about 1.73 million gallons per day (MGD).

The plant was completed in 2001 and includes a draft aerator, two solids contact clarifier lime softening units, two recarbonation basins, four dual-media gravity filters, chlorine contact tank, ground storage tank, three high service pumps, lime feed and sludge storage facilities, backwash and filter-to-waste recovery tank, chemical storage and feed systems for gas chlorine, hydrofluorosilicic acid, sodium hexametaphosphate, carbon dioxide, and ammonium sulfate.

The treatment building also houses a laboratory and office space for the water system personnel. There is a SCADA system with auto-dialer and a well field control building with a backup generator.

There is a Jordan well at the site of the former water treatment plant that is being converted to an Aquifer Storage Recovery (ASR) well. Construction is anticipated to begin next fall and be completed before summer 2015.

B. Water Distribution & Storage

After the water has been treated and disinfected, the high service pumps transmit the finished water into the distribution network. The high service pumps are controlled by the water level in the stand pipe. Water storage consists of one 400,000 gallon ground storage tank at the water plant and one 1,000,000 gallon standpipe located at the corner of 1st Street and James Street. The standpipe operates in conjunction with a booster station to maintain nearby system pressure at 70 psi during the day and 60 psi at night. The City's water system is also connected to a 100,000 gallon elevated water tank owned by Thorpe on the south side of the City. The Thorpe tower operates on a reduced pressure zone from the rest of the Grimes water system.

C. Wastewater Treatment

The wastewater treatment plant was constructed in the mid-70's and upgraded/expanded in 2001. The treatment plant consists of raw wastewater pumping, flow equalization, bar screen, grit removal equipment, activated sludge process with RAS and WAS pumping, and final clarification. Solids treatment takes place in aerobic digesters, and biosolids are applied to reed beds. The plant was designed to treat an average wet weather flow of 2.13 MGD.

D. Wastewater Collection

A 48-inch interceptor sewer delivers most of the wastewater from the community to the treatment plant. The interceptor is fed by 30-inch, 24-inch, 21-inch, 18-inch, 12-inch, and 10-inch collector sewers. A network of 8-inch laterals through the collection system delivers the wastewater to the collector sewers.

E. Wastewater Pumping

There are three wastewater pumping stations in the Grimes system. Two pumping stations bring wastewater from a mobile home park, industrial park and commercial area from the far south side of town to the 18-inch sewer. One pump station delivers wastewater from a development northwest of the treatment plant.

OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT**EXHIBIT B****BASIC SERVICES INCLUDED IN THE BASE MONTHLY FEE**

1. USWUG shall provide personnel, service vehicles, hand tools, and all other non-specialized equipment necessary for the operation of the System.
2. USWUG shall read the System water meters once each month.
3. USWUG shall monitor the System facilities daily, including weekends and holidays as required by State regulations. This shall at least include plants and lift stations.

USWUG employees shall conduct daily and weekly monitoring activities of all major System components (i.e., water and wastewater plants, pump stations, lift stations, manholes, fire hydrants, and ground and elevated storage tanks) in order to observe condition of leaks, defects, damage, and be alert for missing System equipment. USWUG shall be responsible for resolving any damage issues with the cooperation of the CITY.

4. USWUG shall provide the personnel, service vehicles, and hand tools for maintenance tasks, including, but not limited to, cleaning or changing blower filters, draining condensate in clarifier drives and air compressors, maintaining oil levels on oil lubricated blowers and drip oilers, exercising auxiliary engines and providing routine services and maintenance matters.
5. USWUG shall arrange for an adequate inventory of chlorine and other bulk chemicals and supplies required to (a) operate the System, (b) meet the requirements of the CITY's

risk management plan, (c) meet all applicable federal and state laws and regulations, and (d) render continuous and adequate retail water and wastewater service.

6. USWUG shall maintain operating logs at the System water and wastewater treatment plants which may be inspected by the CITY at any time. The logs shall include the following: flow records (which shall at least include daily and peak two-hour flows), notations recording repairs or replacements performed, and such other matters within the scope of USWUG's work which the CITY may reasonably request.

8. Regulatory Reports and Other Requirements. USWUG shall prepare and submit routine monthly reports required by regulatory authorities and provide the CITY with a copy of such reports, as well as the additional daily, monthly and annual reports, listed below:
 - a. Monitor and record water system chlorine residuals as required by the CITY and the IDNR.
 - b. Perform and maintain water line flushing program as required by the CITY and the IDNR.
 - c. Perform annual heavy metal water testing program as required by the CITY and the IDNR (except for off-site laboratory costs).
 - d. Prepare annual IDNR required Consumer Confidence Report for distribution via U. S. Postal Service (except for printing or postage costs).
 - e. Prepare for and participate in annual and/or spot IDNR or other regulatory agency water and sewer inspections of all CITY facilities. USWUG shall maintain and make available all IDNR and CITY required reports, records, logs, and other materials needed in support of such inspections.
 - f. Perform, monitor, and maintain all records as required in IDNR Permits.
 - g. Perform and maintain an operator level preventive maintenance program on CITY water and sewer Facilities.
 - h. Assist and cooperate with the CITY in conducting an annual Audit of USWUG files, records and materials pertaining to the System.

9. USWUG shall advise the CITY of inspections by regulatory authorities. When possible, USWUG shall schedule regulatory inspections to provide an opportunity for a representative of the CITY to attend such inspections.
10. USWUG shall assist in the cataloguing, maintenance and updating of record drawings of the Systems.
11. USWUG shall coordinate professional visual inspections of the interior and exterior of each hydropneumatic, elevated and ground storage tank, such professional inspections shall be considered as additional service.
12. USWUG shall implement and maintain a customer service program to inspect all System-related customer complaints and respond to the customer on the results of the inspections within ninety (90) days of the Commencement Date.
13. USWUG shall comply with all Performance Guarantees, Applicable Laws; including, but not limited to, permits, health codes, risk management plan requirements, Agreement standards and Prudent Industry Practices.
14. USWUG shall pay all federal and state penalties, damages and fines for violations that may be levied with respect to the Systems to the extent of USWUG's responsibility for its acts or omissions after the Commencement Date that caused such penalty, violation or fine.
15. USWUG shall provide management, administrative and analytical services in connection with Contract Services including the preparation of reports as required by the CITY's pretreatment ordinance, and all other regulatory agencies' requirements.
16. USWUG shall be responsible for performing all grass mowing, trimming, or other maintenance of the Systems sites. USWUG shall maintain the interior and exterior of the Systems Buildings, according to a schedule provided by the CITY.

17. The Parties shall, within ninety (90) days after the Commencement Date, conduct a physical inventory and current listing of all equipment and Inventory of the Systems. USWUG shall maintain an adequate spare parts inventory for proper maintenance and repair of the Systems. USWUG shall not invoice to CITY a percentage mark-up for the cost of inventory stored in onsite warehouses or for sales taxes incurred. CITY shall provide USWUG its tax exempt number, which shall be utilized for inventory purchase on behalf of the CITY.

18. USWUG shall be responsible for providing field customer services activities. USWUG shall respond substantively in writing, or by documented phone contact, to one hundred percent (100%) of all customer service queries and complaints by the end of the following business day. USWUG shall additionally develop and maintain a plan for resolution of such queries or complaints within two (2) business days of receipt of same. Complaints and communications concerning back-ups, stoppages, leaks, breaks and emergencies shall be Responded to within thirty (30) minutes and appropriate actions and procedures initiated within two (2) hours, and other communications within twenty-four (24) hours. USWUG will be responsible for coordinating the issuance of all necessary boil water notice orders. All customer communications shall be immediately logged and promptly responded to in writing, faxed to CITY on a daily basis, and reported to CITY as part of the monthly operations reports delivered to CITY.

19. USWUG shall revise record drawings within ninety (90) days following the completion of installation of Equipment (accessories, appurtenances, or components thereof) or structures. USWUG's employees working on behalf of the CITY shall notify the CITY of any differences between what is built/installed in the field versus what is shown on record drawings as such opportunities prevail.

19.20. USWUG shall provide all field locates. USWUG shall perform other inspections as requested or authorized by the City. Such inspections include, but are not limited to,

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sample wells, cross connections or new facilities prior to acceptance by the City, USWUG may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the Facilities. USWUG shall attend all preconstruction meetings for all new plats, developments and City projects to ensure the coordination of all the utilities.

~~20-21.~~ USWUG shall be responsible for annual inspection and maintenance of all fire hydrants, air relief valves, pressure reducing valves, flush valves and other appurtenances in the service area. In the event a fire hydrant is deemed nonfunctional, USWUG shall notify the fire department and all other proper authorities of the nonfunctional fire hydrant and USWUG shall be responsible for all costs and expenses associated with replacing the nonfunctional fire hydrant.

~~21-22.~~ USWUG shall submit to the CITY within sixty (60) days of the Agreement Commencement Date, standard operating procedures for the operation and maintenance of the Systems for CITY's review and approval. USWUG shall update the standard operating procedures within thirty (30) days of any capital improvement or change in procedure initiated by USWUG.

~~22-23.~~ USWUG shall implement the CITY's water meter replacement program. Proposed meter replacements for disconnects and/or reconnects require CITY's approval. Meter replacements are not subject to overtime allowances. CITY shall be responsible for all costs associated with meter replacement.

~~23-24.~~ USWUG shall assist the City and their Engineer with developing and implementing a Water Audit and Loss Control Program that is consistent with the American Water Works Association Manual M36.

~~24-25.~~ CITY, at its sole option, shall, through its representatives and agents with the full cooperation of USWUG and on a twenty-four (24) hour per day basis, have full access to and unlimited rights to inspect the Systems to determine whether USWUG is in

compliance with all of the terms and provisions of the Agreement and to evaluate the condition of the operations, costs associated with such inspections shall be the responsibility shall be borne by the CITY.

~~25-26.~~ 25-26. USWUG shall, in the event of an emergency, as defined by the Agreement, Respond, take appropriate and timely remedial actions, provide traffic control during the repair, notify all appropriate authorities and shall be responsible for all costs and expenses associated with said repair of emergency.

~~26-27.~~ 26-27. All software and data associated with the SCADA shall be hosted by CITY, and are the property of the CITY.

~~27-28.~~ 27-28. USWUG shall maintain and provide CITY with sufficient operations, maintenance and customer service records to meet the requirements of all applicable laws and CITY requests.

~~28-29.~~ 28-29. USWUG shall prepare and deliver monthly, reports to CITY, as requested by CITY, no later than the last day of the month after the conclusion of such time period.

~~29-30.~~ 29-30. USWUG shall be responsible for notifying the City of material process changes that affect CITY customers according to Prudent Industry Practices. In the event of an emergency, including but not limited to a water main break or the implementation of a "boil order," City shall be responsible for notifying all appropriate media outlets in a timely and appropriate manner; USWUG shall provide sufficient instructions and procedures to mitigate said emergency.

~~30-31.~~ 30-31. USWUG shall perform other services that are incidental to the scope of services (outside of the original scope of the Service Agreement) and directed by CITY. Such additional services will be invoiced to CITY according to a schedule for the provision of such services.

~~31-32.~~ USWUG shall implement an ongoing training program, with classroom and hands-on training for all personnel as appropriate.

~~32-33.~~ USWUG shall develop, implement, and administer site specific safety, hazardous communication, and emergency response procedures/programs to include ongoing training, and safety meetings in conformance with CITY safety program, OSHA regulations, State of Iowa, and other regulatory agencies having jurisdiction over such programs at the Systems within 90 days of Commencement Date.

~~33-34.~~ USWUG shall prepare a site specific Emergency Response Plan for the Systems, based on Prudent Industry Practices, applicable laws, guidelines provided by CITY within 120 days of Commencement Date.

~~34-35.~~ USWUG shall be responsible for all costs, if any, incurred by USWUG employees resulting from overtime work.

~~35-36.~~ CITY may, in writing, request that USWUG remove any USWUG management employee that CITY reasonably deems incompetent, careless, or in any other way objectionable, and request that USWUG replace any such employee in a reasonable amount of time. USWUG shall be allowed a reasonable amount of time to replace such employees.

~~36-37.~~ USWUG shall agree to refrain from unlawful discrimination in employment.

~~37-38.~~ USWUG shall implement a drug and alcohol policy with respect to USWUG employees consistent with CITY's Policies.

~~38-39.~~ USWUG shall be responsible and liable for penalties, fines, damages, or cleanup expenses that may be imposed by governmental entities and agencies against CITY for any noncompliance with or violation of any permit, regulation, or standard including cleanup expenses attributable to USWUG's willful, reckless or negligent conduct and/or

for violation of applicable laws, or any performance guarantee on or after the Commencement Date that results in such violation. USWUG shall not be responsible for costs directly attributable to a Force Majeure event which results in a change in scope and/or negligence of CITY or any third party not employed or subcontracted by USWUG.

40. Upon termination or expiration of the Agreement, USWUG shall return the Systems to CITY in the same condition as they were upon the Commencement Date of the Agreement, ordinary wear and tear excepted. USWUG will also provide all other personal property, including all CITY electronic data to CITY. USWUG and CITY shall cooperate to develop a written exit transition plan from turning responsibility of the services to CITY prior to the end of the Term of the Agreement. At the option of CITY, USWUG shall from the date of the notice of termination make fully available its managers and employees performing services at the Systems for at least six (6) months after the Termination Date to continue to perform all the operation, maintenance, repair and management services contemplated in the Agreement at the applicable current Rates and Fees.

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41. USWUG shall attempt to exercise a minimum of ten percent (10%) of the City distribution system valves each Fiscal Year, tracking the location and operational status of such valves. USWUG shall coordinate with the City Engineer, or his designee, during City projects to ensure that all of the affected valves are working properly prior to the inception of the project. USWUG shall review the entire project area and note potential concerns before the project commencement date.

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39.42. USWUG shall provide the City feedback on all sanitary sewer line closed circuit television (CCTV) and cleaning activities/reports.

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