



101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING
Amended September 22, 2014**

Grimes City Hall 5:30 pm.

101 NE Harvey Street

September 23, 2014

Mayor Thomas M. 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 September 9, 2014 Meeting
 - B. Alcohol License for McCoy's Bar and Grill
 - C. Change Order 2 Grime Public Library Interior Remodel increasing the bid \$1,027 (add outlet in Meeting room and exit light change/add exit light a NW exit)
 - D. Change Order 3 to TBB&M LLC for the Grimes Library Interior Remodel \$1,290 (add new sink And faucet in existing base cabinet)
 - E. Joy Ride Investments, Inc. Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement
 - F. Utility Refunds Totaling \$1,252.25



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- G. Resolution 09-0114 Release and Statement Concerning Deed (Friends of the Grimes IOOF Building
- H. Glass Fabricators Inc. Site Plan Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement
- I. Change Order 1 by Koester Construction Company for the Renovation of Grimes City Hall and Chamber in the amount of \$24,907 (water heater, windows, millwork, temporary trailer, misc)
- J. Change Order 2 by Koester Construction Company for the Renovation of Grimes City Hall and Chamber in the amount of \$7,919 (new furnace and air conditioner, insulation)
- K. Request for street closure for neighborhood block party at the intersection of SE Polk and Meadowlark And SE Polk Street and South 11th Street.
- L. Pay Request #2 to H&W Contracting LLC for the Prairie Business Park Sanitary Sewer - \$72,135.49
- M. Proposal for Exploratory Test Holes, Well Installation, Aquifer Testing, and Model Updates
- N. Claims date August 26, 2014
- O. Water Main Easement Lot 2 in Grimes Business Park Plat 2
- P. Water Main Easement Lot 1 in Grimes Business Park Plat 2
- Q. Excavating & Dirt Services Inc. – \$ 5,250 (5497 SE Crossroads Drive intake and discharge side)

6. Fire Chief Report

7. US Water Report

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

- A. Resolution 090214 Support For Local Government Collaboration (supporting collaboration between Local governments on economic development, recreation, public safety and infrastructure)
- B. Set A Bid Date of October 31, 2014 at 3:00 pm and Public Hearing and approval of plans specifications and award of contract for a Custom Rescue Pumper and Auxiliary Equipment for the Grimes Fire Department for November 11, 2014.
- C. Resolution 09-2014 Waiving The City of Grimes Right to Review the Plat of Brenton Slough Estates Plat 1 Within the Two Mile Unincorporated Area of Polk County (the *City has the right to review or waive the City's right to review on plats with two miles of the unincorporated area of Polk County*)

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.”



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

COUNCIL ACTIONS

- A. Ordinance # 635 Third Reading – An Ordinance Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, Iowa, an Electric System and Communications Facilities And to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.
- B. Ordinance #636 Second Reading To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.
- C. Third Reading of Ordinance #634 Adding Chapter 27 For the Establishment Of A Tree Board
- D. Agreement for Cooperative Public Service Between Polk County, Iowa and The City of Grimes Iowa (agreement for animal control)

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, September 9, 2014
Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, September 9, 2014 at 5:30 P.M. at the Grimes Community Complex.
Roll Call: Present: Patterson, Bickford, Blackford, Evans. Absent: Altringer

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda. Moved by Evans, Seconded by Patterson; the agenda shall be approved.

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

Approval of the Consent Agenda

Moved by Evans, Seconded by Blackford; the Consent Agenda shall be approved with the addition of item G. Office Furniture for City Hall not to exceed \$7,019.

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

Patrol Report

Deputy Ballinger from the Polk County Sheriff's Department was present to give a monthly report to the Council. He advised that from Aug 26 to the present there had been 180 calls for service with 85 traffic stops for a total of 265. He stated that out of those 30 cases were made.

Update on the Library Renovation – Karla Pfaff – Library Director

Library Director Karla Pfaff was present to update the Council on the renovation at the library. Pfaff advised that the renovation is moving along well. She stated that the library will be closed at its temporary location on October 1 and they will reopen the renovated library on October 24th. Pfaff wanted to thank Brett Barber and the staff at the Grimes Community Complex for all their hospitality while they were housed at the Complex. Pfaff added that the library has established a Friends of the Grimes Public Library group. She stated that officers were nominated and voted on at their first meeting on September 2, 2014 and the current membership totals 42 members.

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

A. Prairie Business Park Preliminary Plat

Greg Cabalka of Kirkham and Michael Consulting Engineers, 11021 Aurora Avenue, Urbandale was present representing R & R Realty along with Steve Gaer of R & R Realty were present to address the Council. Greg advised that construction is underway on the first building. He stated that they were in agreement with the comment letter from Fox. He stated that as part of the sight plan they are required to detain the water from their sight and can only release at a 5 year undeveloped site rate from their site. He added that according to standard practice any water coming from public waterways from adjacent sites that flow through this area can be bypassed with the site's release rate. He added that with the size of the detention basin on this site that becomes an issue as the site is over detaining stormwater by code. He stated that they were requesting a clause to the development agreement that if there was an assessment cost in the future that was incurred with this site, would the City consider this detention. Cabalka stated there was a large cost to R&R for this detention and it was benefiting the City. He went on to state that since they were over detaining they were causing less water to go downstream and causing less erosion downstream. He stated that R&R Development wanted to leave negotiations open through the development agreement to give some kind of a credit if future assessments were levied against this site. City

Engineer Gade advised that Planning and Zoning recommended approval. Gade added that he did think this request should be in front of the Council when the developer's agreement is presented by R&R.

Moved by Patterson, Seconded by Bickford; Prairie Business Park Preliminary plat shall be approved subject to Fox Engineering letter dated August 28, 2014 and to allow the option to be potentially considered on the developer's agreement to review an option for credit on possible future assessments of this area due to the extra detainage being provided by R&R.

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

B. Prairie Business Park Final Plat

Greg Cabalka of Kirkham and Michael Consulting Engineers, 11021 Aurora Avenue, Urbandale addressed the Council regarding the Final Plat. Cabalka stated that the only thing he wanted to add was that the dedicated future right-of-way would be made when the intersection of South James Street and SE 37th Street is developed.

City Engineer Gade stated he had no issues and Planning and Zoning recommended approval subject to Fox Engineering letter dated August 28, 2014

Moved by Patterson, Seconded by Blackford; Prairie Business Park Final Plat shall be approved with the same stipulations at the preliminary plat and subject Fox Engineering letter dated August 28, 2014.

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

C. Joy Ride Site Plan

Keith Weggen of Civil Design Advantage, 3405 SE Crossroads Suite G, Grimes was present to address the Council. He stated he was here on behalf of Joy Ride Transport Services who provide transportation for wheel chair and special needs customers. Weggen stated that this site is located at 3105 SE Mische Drive on a 1/4 acre site. He stated they were proposing a 5900 square foot building with 51 parking stalls. Weggens stated the one third of the building would be office space and the other portions garage and wash basins. City Engineer Gade reviewed the buffering of the site from the adjacent site which is zoned residential multi-family housing. He added that Planning and Zoning approved this site plan subject to their Fox letter dated August 28, 2014.

Moved by Bickford, Seconded by Evans; the Joy Ride site plans subject to Fox Engineering letter dated August 28, 2014 shall be approved.

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

PUBLIC FORUM

No one addressed the Council

COUNCIL ACTIONS

A. Ordinance # 635 Second Reading – An Ordinance Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, Iowa, an Electric System and Communications Facilities And to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.

Moved by Patterson, Seconded by Blackford; the Second Reading of Ordinance #635 Mid-American Energy Franchise Fee shall be approved.

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

B. Ordinance #636 Second Reading To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.

Mayor Armstrong asked for a motion to defer Ordinance #636 due to a request for an exhibit to clarify the locations.

Moved by Patterson, Seconded by Blackford; the Second reading of Ordinance #636 shall deferred.

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

C. Second Reading of Ordinance #634 Adding Chapter 27 For the Establishment Of A Tree Board

Moved by Evans, Seconded by Blackford; the Second Reading of Ordinance #634 Adding Chapter 27 for the Establishment of a Tree Board shall be approved.

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

COUNCIL DISCUSSIONS

1. Mayor's Report

Mayor Armstrong advised he was looking for a new board member to replace a resignation on the library board. He added that he would also be looking for members to the Tree Board if approved by the Council.

2. City Attorney's Report

No report

3. City Engineer's Report

City Engineer John Gade stated there have been delays on SE 19th Street due to Mid American's power poles. He stated he believed they had this situation taken care of and would be moving forward with paving. He added that they had met with the City of Johnston regarding the NW 70th Street Improvement Project. Gade advised that as part of this project there would be a roundabout at the intersection. City Attorney Henderson stated his experiences with roundabouts in Johnston have been positive. Gade stated that the City of Johnston advised they would be happy to come and provide information to the Council on the benefits of roundabouts versus traffic signals. Gade added that the City of Johnston has an aggressive schedule on this project with wanting to bid it on November 14, 2014. The Council stated they would be interested in having the City of Johnston staff come and explain more about roundabouts.

4. City Staff Report

City Administrator Brown advised that tomorrow would be moving day at City Hall. She stated that a grand opening would be set in the near future. Council Member Evans asked how the budget was on City Hall renovations. Brown stated she would get those numbers to the Council.

5. Old Business

No new business

6. New Business

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

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

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



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Privileges LC0033998, McCoy's Bar & Grill, Grimes

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

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

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

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Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
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Ownership LC0033998, McCoy's Bar & Grill, Grimes

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

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

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

Owners:

Name	Address	Percentage	
Veronica Tyler	10429 Stonebridge Dr, Johnston, IA, 50131	100.00 %	View

1

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

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

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Criminal History LC0033998, McCoy's Bar & Grill, Grimes

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

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**Preparer
Information:**

Name	Street Address	City, State Zip	Area Code-Phone
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When Recorded Return to:

City of Grimes,	101 NE Harvey,	Grimes, Iowa 50111	(515) 986-3036
Name	Street Address	City, State Zip	Area Code-Phone

Legal Description: [Page ___ / Exhibit ___]

**JOY RIDE INVESTMENTS, INC. STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **Joy Ride Investments, Inc.** ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the site plan.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the site plan/grading permit approval process. In consideration for the City's approval of Grantor's site plan, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOT 3, CROSSROADS BUSINESS PARK OF GRIMES PLAT 1, CONTAINING 1.22 ACRES (53,324 SF)

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Detention Basin ("Storm Water Management Facility") upon, over, under, through and across the following described property:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 13°08'54" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 26.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 13°08'54" EAST ALONG SAID WESTERLY LINE, 46.99 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 835.00 FEET, WHOSE ARC LENGTH IS 85.59 FEET AND WHOSE CHORD BEARS NORTH 10°12'43" EAST, 85.56 FEET; THENCE SOUTH 89°54'28" EAST, 28.32 FEET; THENCE SOUTH 0°05'32" WEST, 130.00 FEET; THENCE NORTH 89°54'28" WEST, 53.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,183 SQUARE FEET.

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II -- Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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

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

EASEMENT PLAT

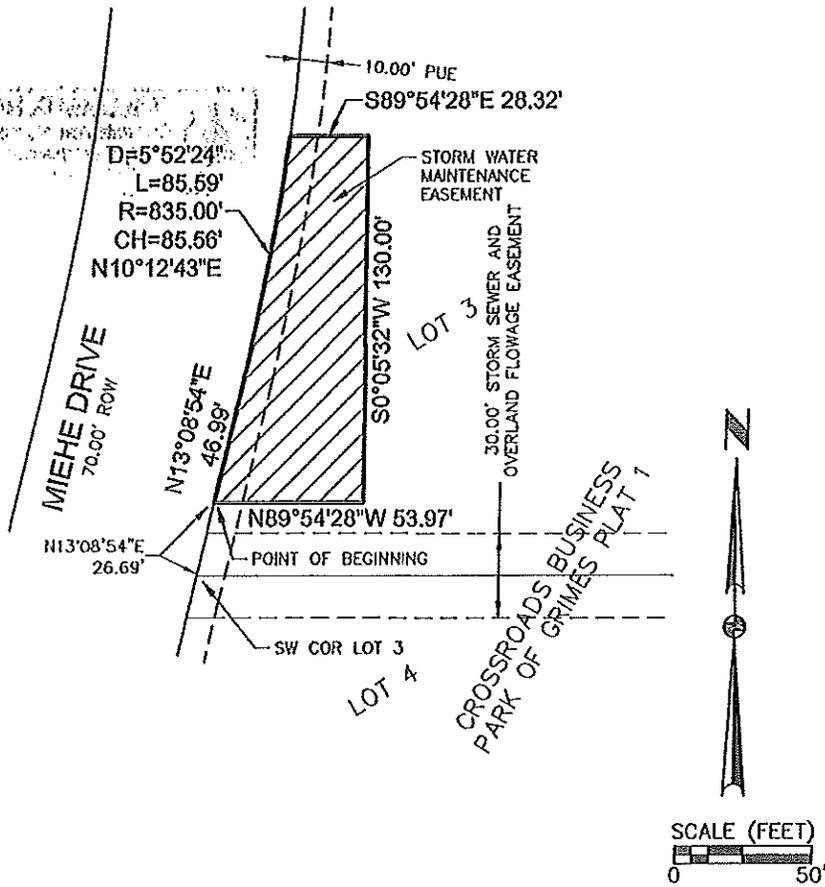
OWNER

JOY RIDE INVESTMENTS INC.
3105 SE MIEHE DRIVE
GRIMES, IA 50111

STORM WATER MAINTENANCE EASEMENT DESCRIPTION:

A PART OF LOT 3, CROSSROADS BUSINESS PARK OF GRIMES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 13°08'54" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 26.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 13°08'54" EAST ALONG SAID WESTERLY LINE, 46.99 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 835.00 FEET, WHOSE ARC LENGTH IS 85.59 FEET AND WHOSE CHORD BEARS NORTH 10°12'43" EAST, 85.56 FEET; THENCE SOUTH 89°54'28" EAST, 28.32 FEET; THENCE SOUTH 0°05'32" WEST, 130.00 FEET; THENCE NORTH 89°54'28" WEST, 53.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 5,183 SQUARE FEET.



FILE: H:\2014\1407372\DWG\1407372-EASE.DWG
FILE DATE: 8/25/14 DATE PLOTTED: 8/25/2014 2:02 PM
PLOTTED BY: MIKE LEE

Preparer

Information: Ashley Aust, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 515-280-2032

Name	Street Address	City,State,Zip	Area Code-Phone
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When Recorded Return to:

<u>City of Grimes,</u>	<u>101 NE Harvey St,</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City,State,Zip	Area Code-Phone

WATER MAIN EASEMENT

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

Across Lot 2

A 20.00 feet wide strip of land across Lot 2 in Grimes Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa. Said 20.00 feet wide strip of land lying 10.00 feet each side of the following described centerline:

Commencing at the Northeast corner of said Lot 2; thence S00°00'00"W, 189.58 feet along the East line of said Lot 2 to the Point of Beginning; thence S88°20'37"W, 29.55 feet; thence S64°50'10"W, 50.00 feet to the point of terminus at an existing water main easement as recorded in Book 14400, Page 399 in the Office of the Recorder for Polk County, Iowa.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.** U.S. Bank National Association, a national banking association, is the holder of a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filings dated September 11, 2012, and recorded September 12, 2012, in Book 14437 on Page 190 of the Polk County records. By signing this Agreement, U.S. Bank National Association, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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

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

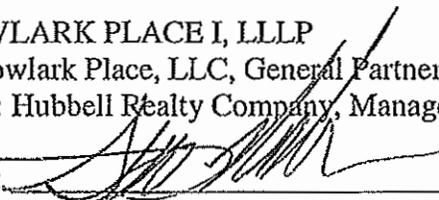
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 18th day of July, 2014.

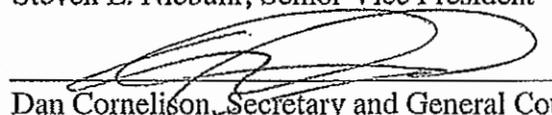
MEADOWLARK PLACE I, LLLP

By: Meadowlark Place, LLC, General Partner

By: Hubbell Realty Company, Manager

By: 

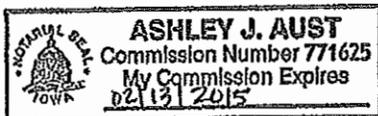
Steven L. Niebuhr, Senior Vice President

By: 

Dan Cornelison, Secretary and General Counsel

STATE OF IOWA)
) SS.
COUNTY OF DALLAS)

This record was acknowledged before me on this 18th day of July, 2014, by Steven L. Niebuhr and Dan Cornelison as Senior Vice President and Secretary and General Counsel respectively of Hubbell Realty Company, as manager of Meadowlark Place, LLC, as General Partner for Meadowlark Place I, LLLP.



Ashley J. Aust
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

City Clerk of Grimes, Iowa

Preparer

Information: Ashley Aust, Hubbell Realty Company, 6900 Westown Parkway, West Des Moines, Iowa 515-280-2032

Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

WATER MAIN EASEMENT

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

Across Lot 1

A 20.00 feet wide strip of land across Lot 1 in Grimes Business Park Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa. Said 20.00 feet wide strip of land lying 10.00 feet each side of the following described centerline segments:

Segment #1

Commencing at the Northwest corner of said Lot 1; thence S00°00'00"W, 189.58 feet along the West line of said Lot 1 to the Point of Beginning; thence N88°20'37"E, 56.53 feet to a point hereafter referenced as Point A; thence S88°12'27"E, 63.11 feet; thence S84°26'54"E, 165.99 feet; thence S88°40'13"E, 78.03 feet; thence S00°00'25"E, 108.00 feet to a point hereafter referenced as Point B; thence continuing S00°00'25"E, 222.23 feet; thence S89°55'12"W, 278.47 feet to a point hereafter referenced as Point C; thence continuing S89°55'12"W, 27.87 feet; thence N00°00'00"E, 253.00 feet to a point hereafter referenced as Point D; thence continuing N00°00'00"E, 97.50 feet to the point of terminus at Point A.

Segment #2

Beginning at Point B in Segment #1; thence S89°59'35"W, 30.00 feet to the point of terminus.

Segment #3

Beginning at Point C in Segment #1; thence S00°04'48"E, 70.05 feet to the point of terminus on the South line of said Lot 1.

Segment #4

Beginning at Point D in Segment #1; thence N90°00'00"E, 30.00 feet to the point of terminus.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

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

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

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

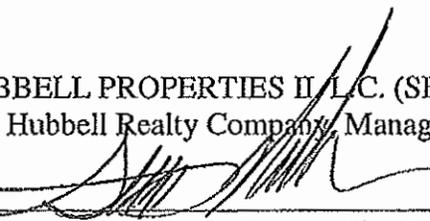
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all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

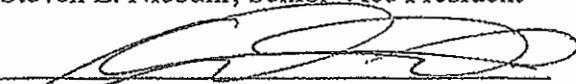
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this 18th day of July, 2014.

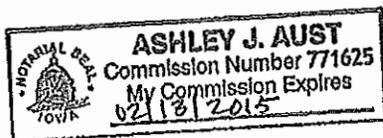
HUBBELL PROPERTIES II, L.C. (SERIES K)
By: Hubbell Realty Company, Managing Member

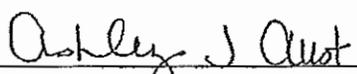
By: 
Steven L. Niebuhr, Senior Vice President

By: 
Dan Cornelison, Secretary and General Counsel

STATE OF IOWA)
) SS.
COUNTY OF DALLAS)

This record was acknowledged before me on this 18th day of July, 2014, by Steven L. Niebuhr and Dan Cornelison as Senior Vice President and Secretary and General Counsel respectively of Hubbell Realty Company, as managing member of Hubbell Properties II, L.C. (Series K).




Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Signed this ____ day of _____, 20____.

City Clerk of Grimes, Iowa

Excavating & Dirt Services Inc.

18836 Wendover Ave.
Granger, IA 50109

ESTIMATE

Date
9/18/2014

Name / Address
City of Grimes

Project
Drainage ditch approx 5497 SE Crossroads

Description	Total
5497 SE Crossroads Drive intake and discharge sides Starting with discharge side (East side) of road loading and haul off of approximately 6 loads of dirt and sediment and reestablishing banks. Continuing by moving to the West side of the road we will then open up and reestablish drainage, clean up intake area and reestablish banks with spoils from the cleanup.	1,500.00
898 North East Main On the west side of drainage ditch only, strip and stockpile trees and overgrowth, reshape slopes of bank of drainage ditch running from approximately 884 North East Main to 1101 North East Main. Includes rough grade and cleanup of construction entrance.	3,750.00
Any trucking of spoils or dirt is provided by customer and is NOT included in this estimate.	
Exclusions: Finish grade, seed, erosion control, traffic control, surveying, staking and engineering	

We look forward to working with you.
Ed Lockner
515-971-6868
edxcavator@gmail.com

Total	\$5,250.00
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9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00721 US - Refund
VENDOR SET: 01 Grimes, IA
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1			MISC VENDOR		
I-000201409150718	9/15/2014	TEFF, PATRICK & KATHE		138.00	
	APBNK	DUE:	DISC:		1099:
		01-033800-02			600 4-810-1-4550.
		=== VENDOR TOTALS ===		138.00	
01-1			MISC VENDOR		
I-000201409150719	9/15/2014	KAPFER, ZACHARY		74.97	
	APBNK	DUE:	DISC:		1099:
		01-038600-04			600 4-810-1-4550.
		=== VENDOR TOTALS ===		74.97	
01-1			MISC VENDOR		
I-000201409150720	9/15/2014	BURKE, LANCE/BETH		29.75	
	APBNK	DUE:	DISC:		1099:
		01-079700-04			600 4-810-1-4550.
		=== VENDOR TOTALS ===		29.75	
01-1			MISC VENDOR		
I-000201409150721	9/15/2014	WEBBER, MINDY		86.03	
	APBNK	DUE:	DISC:		1099:
		01-080200-00			600 4-810-1-4550.
		=== VENDOR TOTALS ===		86.03	
01-1			MISC VENDOR		
I-000201409150722	9/15/2014	HARTUNG, NICHOLE		84.03	
	APBNK	DUE:	DISC:		1099:
		01-096610-01			600 4-810-1-4550.
		=== VENDOR TOTALS ===		84.03	
01-1			MISC VENDOR		
I-000201409150723	9/15/2014	KAHAWALAGE, NICOLE		120.59	
	APBNK	DUE:	DISC:		1099:
		01-158200-06			600 4-810-1-4550.
		=== VENDOR TOTALS ===		120.59	

9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00721 US - Refund

VENDOR SET: 01 Grimes, IA

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-1	MISC	VENDOR		
I-000201409150724	9/15/2014 APBNK	HILLMAN, KAI DUE: 01-205700-06	88.47	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	88.47	
01-1	MISC	VENDOR		
I-000201409150725	9/15/2014 APBNK	KARWAL, GREG DUE: 01-237800-03	2.38	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	2.38	
01-1	MISC	VENDOR		
I-000201409150726	9/15/2014 APBNK	OLSON, RYAN DUE: 01-311204-04	87.64	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	87.64	
01-1	MISC	VENDOR		
I-000201409150727	9/15/2014 APBNK	KINLEY, GENEVIEVE DUE: 01-311209-02	87.45	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	87.45	
01-1	MISC	VENDOR		
I-000201409150728	9/15/2014 APBNK	HUBBELL DEVELOPMENT DUE: 01-322106-01	9.61	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	9.61	
01-1	MISC	VENDOR		
I-000201409150729	9/15/2014 APBNK	MORGAN, SHEA & DAVID DUE: 01-322305-03	76.62	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	76.62	

9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00721 US - Refund
VENDOR SET: 01 Grimes, IA
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1	MISC VENDOR			
I-000201409150730	9/15/2014 APBNK	GRANDIN, ROBERT DUE: 01-333209-00	91.15	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	91.15	
01-1	MISC VENDOR			
I-000201409150731	9/15/2014 APBNK	MCNEAL, ALLISON DUE: 01-333308-03	90.58	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	90.58	
01-1	MISC VENDOR			
I-000201409150732	9/15/2014 APBNK	ERICKSON, CHARLES DUE: 01-344106-01	72.68	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	72.68	
01-1	MISC VENDOR			
I-000201409150733	9/15/2014 APBNK	EVEN, LISA DUE: 01-344108-00	90.58	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	90.58	
01-1	MISC VENDOR			
I-000201409150734	9/15/2014 APBNK	LASTIME CONST DUE: 02-005700-00	19.97	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	19.97	
01-1	MISC VENDOR			
I-000201409150735	9/15/2014 APBNK	KONO, ALLISON DUE: 02-015700-00	1.75	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	1.75	
		=== PACKET TOTALS ===	1,252.25	

9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00721 US - Refund

VENDOR SET: 01 Grimes, IA

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	1,252.25
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	1,252.25
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM==	
					ANNUAL BUDGET	BUDGE AVAILAB
	2014-2015	600-200	ACCOUNTS PAYABLE	1,252.25-*		
		600-4-810-1-4550.1	*NON-EXPENSE	1,252.25	0	2,65
		999-133	DUE FROM OTHER FUNDS	1,252.25 *		
			** 2014-2015 YEAR TOTALS	1,252.25		

0000 ERRORS

0000 WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00726 US - Refund

VENDOR SET: 01 Grimes, IA

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1	MISC VENDOR			
I-000201409160738	9/16/2014 APBNK	ERICKSON, NATHAN DUE: DISC: 01-191400-01	100.00	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	100.00	
		=== PACKET TOTALS ===	100.00	

9/19/2014 11:55 AM

A/P Refund Item Register

PACKET: 00726 US - Refund
VENDOR SET: 01 Grimes, IA
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	100.00
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	0.00

BATCH TOTALS	100.00
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM==	
					ANNUAL BUDGET	BUDGE AVAILAB
	2014-2015	600-200	ACCOUNTS PAYABLE	100.00-*		
		600-4-810-1-4550.1	*NON-EXPENSE	100.00	0	3,80
		999-133	DUE FROM OTHER FUNDS	100.00 *		
			** 2014-2015 YEAR TOTALS	100.00		

0000 ERRORS 0000 WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	CODE	RECEIPT	AMOUNT	MESSAGE
01-033800-02	TEFF, PATRICK & KATHE	0/00/00	FINAL BILL	0	138.00CR	100	00062508	100.00CR	
						100	00000000	100.00CR	
01-038600-04	KAPPER, ZACHARY	0/00/00	FINAL BILL	0	74.97CR	100	00065939	100.00CR	
01-079700-04	BURKE, LANCE/BETH	0/00/00	FINAL BILL	0	29.75CR	100	00007205	100.00CR	
01-080200-00	WEBBER, MINDY	0/00/00	FINAL BILL	0	86.03CR	100	00012464	100.00CR	
01-096610-01	HARTUNG, NICHOLE	0/00/00	FINAL BILL	0	84.03CR	100	00000000	100.00CR	
01-158200-06	KAHWALAGE, NICOLE	0/00/00	FINAL BILL	0	120.59CR	100	00013530	100.00CR	
						100	00000000	100.00CR	
01-205700-06	HILLMAN, KAI	0/00/00	FINAL BILL	0	88.47CR	100	00062641	100.00CR	
01-237800-03	KARWAL, GREG	0/00/00	FINAL BILL	0	2.38CR	000		0.00	
01-311204-04	OLSON, RYAN	0/00/00	FINAL BILL	0	87.64CR	100	00090835	100.00CR	
01-311209-02	KINLEY, GENEVIEVE	0/00/00	FINAL BILL	0	87.45CR	100	00071964	100.00CR	
01-322106-01	HUBBELL DEVELOPMENT	0/00/00	FINAL BILL	0	9.61CR	000		0.00	
01-322305-03	MORGAN, SHEA & DAVID	0/00/00	FINAL BILL	0	76.62CR	100	00067824	100.00CR	
01-333209-00	GRANDIN, ROBERT	0/00/00	FINAL BILL	0	91.15CR	100	00024844	100.00CR	
01-333308-03	MCNEAL, ALLISON	0/00/00	FINAL BILL	0	90.58CR	100	00062716	100.00CR	
01-344106-01	ERICKSON, CHARLES	0/00/00	FINAL BILL	0	72.68CR	100	00027771	100.00CR	
01-344108-00	EVEN, LISA	0/00/00	FINAL BILL	0	90.58CR	100	00027891	100.00CR	
02-005700-00	LASTIME CONST	0/00/00	FINAL BILL	0	19.97CR	000		0.00	
02-015700-00	KONO, ALLISON	0/00/00	FINAL BILL	0	1.75CR	000		0.00	

TOTAL REFUNDS: 18
 AMOUNT: 1,252.25CR

ERRORS: 0

** END OF REPORT **

**Preparer
Information:**

Whitfield & Eddy, P.L.C., 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309 (515) 288-6041
Name Street Address City, State,Zip Area Code-Phone

When Recorded Return to:
City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City, State,Zip Area Code-Phone

RELEASE AND STATEMENT CONCERNING DEED

In consideration of the discharge of its duties as set forth in that certain "Economic Development Grant Agreement" (the "Agreement") and covering Lots 11, 12 and 13 of Block 7, Town of Grimes, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, which is recorded May 9, 2011, in Book 13845, Page 239 of the records of the Polk County, Iowa recorder, the Friends of the Grimes IOOF Building, Inc. is hereby released in full from the Agreement insofar as the Agreement relates to the property described herein.

Further, and pursuant to paragraph 7 of said Agreement, the Warranty Deed delivered to the City of Grimes contemporaneous with the execution of the Agreement has been returned to Obligor, destroyed, and is otherwise wholly disclaimed by the City of Grimes.

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

Signed this _____ day of _____, 2014.

CITY OF GRIMES, IOWA

By: _____
Tom Armstrong, Mayor

ATTEST:
By: _____
Rochelle Williams, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

This instrument was acknowledged before me on this ____ day of _____, 2014, by Tom Armstrong, Mayor and Rochelle Williams, City Clerk of the City of Grimes, Iowa.

Notary Public in and for the State of Iowa

CERTIFICATE OF APPROVAL BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Release and Statement Concerning Deed was duly approved by the City Council of said City of Grimes by Resolution No. _____, passed on the ____ day of _____, 2014, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2014.

Rochelle Williams, City Clerk of Grimes, Iowa

Preliminary Title Opinion

August 13, 2014

Central State Bank
Attn: Danielle Toyne
109 W Main Street
Slater, IA 50244

RE: Owner: Friends of the Grimes IOOF Building, Inc.
Property: 212 SE Main Street, Grimes, IA 50111

I have examined the abstract of title for the above-referenced property which was prepared by Iowa Title Company, which Abstract was continued to August 7, 2014 at 6:00 a.m., as Abstract No. 675749, and my opinion covers matters to said date only, covering the real estate legally described as:

Lots 11, 12, 13, 14 and 15 in Block 7, Town of Grimes, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa

and based upon the abstract I report title in the name of

FRIENDS OF THE GRIMES IOOF BUILDING, INC.

subject to the following Special Exceptions and General Exceptions:

SPECIAL EXCEPTIONS

1. **TITLEHOLDER:** Articles of Incorporation of the titleholder are not shown in the abstract. Therefore, any one officer of the corporation is presumed to have authority to sign the deed, unless you are provided evidence to the contrary. **I require a corporate warranty deed be executed by one of the officers of the corporation with the proper corporate acknowledgment affixed thereto.**

2. **PLAT:** Plat recorded in Plat Book C, Page 52 of the Polk County, Iowa records. The plat should be reviewed for setback requirements, easements, location, area, access to public streets and other matters affecting the property.

3. **ECONOMIC DEVELOPMENT AGREEMENT:** Economic Development Grant Agreement covering Lots 11, 12 and 13 of the above property recorded May 9, 2011 in Book 13845, Page 239 of the Polk County, Iowa records. The agreement requires the escrowing of a deed with the City in case of non-compliance with certain improvements to the property. **I require the City file a release of the Agreement and indicate in such release that the deed referenced in the Agreement has been returned to the titleholder unrecorded.**

4. **REAL ESTATE TAXES:** 2012-2013 fiscal year taxes: first installment \$1566.00 paid; second installment \$1566.00 paid. Note, 2013-2014 fiscal year real estate taxes have not been certified to the County Treasurer as of the date of the abstract continuation, but they are due and a lien on this property upon certification. Parcel No. 00099-002; District 311.

5. **ZONING:** Zoning ordinances of the City of Grimes.

6. **SEARCHES:** No new searches have been made against anyone outside the chain of title. There appears no liens against the present titleholder except as may be noted in this opinion.

GENERAL EXCEPTIONS

There are certain matters which cannot be ascertained from an examination of the abstract and which may affect your use of, enjoyment of and rights in and to the real estate under examination. Accordingly, this title opinion is subject to and you must take notice of the following:

a. Matters which would be revealed by an accurate survey and inspection of the premises such as encroachments, overlaps, and boundary line disputes. Further, access to public streets and the correctness of lot area and boundary lines cannot be assured by this opinion.

b. You are charged with notice of the rights of persons in possession of the real estate or any portion thereof.

c. The real estate under examination is subject to the zoning ordinances of the city or county stated above. Various proceedings regarding zoning and land use regulations may affect the real estate described in the caption of the abstract. You may wish to contact the appropriate offices for further particulars to see how they may affect the subject real estate.

d. Any lien or right to lien for services, labor or material, heretofore or hereafter furnished, imposed by laws of the State of Iowa and not shown in the public records. The abstracter conducted a search of the Iowa Mechanic's Notice and Lien Registry for mechanic's liens only and expressly did not search for any notices filed with the Lien Registry. You are advised to search the Lien Registry up to the time you close your transaction. The marital status of your borrower must be shown on the mortgage and if borrower is married, borrower's spouse must also sign the mortgage.

e. Special assessments, preliminary assessments, and deficiency assessments are a lien from certification by the city or the county or other taxing jurisdiction to the County Treasurer. The lien for such assessments has priority equivalent to real estate taxes. Such a lien may not be shown in the abstract but may attach against the real estate for work preliminarily approved by the City Council.

f. Charges for certain municipal services provided by a city prior to your ownership, such as solid waste and sewage disposal, may be a lien against the real estate when certified to the County Treasurer's Office. Such a lien has priority equivalent to real estate taxes.

g. The abstract does not disclose the existence of hazardous substances, hazardous waste, hazardous materials, pollutants, contaminants, underground storage tanks, drainage wells, active or abandoned water wells and other environmentally-regulated activities. You are cautioned that federal, state and local legislation may permit injunctive relief, and require removal and remedial actions, or other clean up, and may create a lien for the same.

h. Searches for judgments by the abstracter are limited to a ten-year period, however, certain installment judgments such as child support and alimony rendered in a decree of dissolution more than ten years ago are a lien on the real estate of the obligor for ten years after the installment becomes due.

Very truly yours,



Nathan J. Barber

NBA/

BELIN\B0002\0005\PTO Friends of the Grimes IOOF Building, Inc. 212 SE Main (01911257).DOC

Preparer
 Information: Civil Design Advantage, 3405 SE Crossroads Drive Suite G, Grimes, Iowa 50111 (515) 369-4400
 Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
 Name Street Address City,State,Zip Area Code-Phone

**GLASS FABRICATORS INC. SITE PLAN STORM WATER MANAGEMENT FACILITY
 MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between Glass Fabricators, Inc. ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the Glass Fabricators Project.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("Post-Construction Storm Water Ordinance"), to control storm water runoff for the proposed development as a part of the Glass Fabricators Project approval process. In consideration for the City's approval of Grantor's Glass Fabricators Project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOTS 5 AND 6, CROSSROADS BUSINESS PARK OF GRIMES PLAT 5, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA.

(the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a storm water detention basin ("Storm Water Management Facility") upon, over, under, through and across the following described property:

LOTS 5 AND 6, CROSSROADS BUSINESS PARK OF GRIMES PLAT 5, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND CONTAINING 2.36 ACRES (102,813 SQUARE FEET).

(the "Easement Area").

2. Grantor covenants and agrees that the design, construction, and maintenance of the Storm Water Management Facility shall be in compliance with the stormwater management concept plan, as provided in the Post-Construction Storm Water Ordinance ("Stormwater Management Concept Plan"), on file with the City and which is available for public inspection. The design, construction, and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City stormwater requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.

5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shall be responsible for all maintenance, repair, and replacement of the Storm Water Management Facility.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Property. The assessments shall be a lien on the Benefited Property and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility and Surface Water Flowage

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. All repairs shall conform to the original design.
- h. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
 - c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
 - d. Replant vegetation as soon as practical when any vegetation dies.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
 - g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required pursuant to the original Stormwater Management Concept Plan on file with the City).
 16. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of its rights under this Agreement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
 19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this _____ day of _____, 20____.

GRANTOR: _____

By: _____

Name: _____

Title: _____

Address: _____

STATE OF IOWA)
)SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as _____ of _____.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

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

Signed this _____ day of _____, 20____.

Rochelle Williams
City Clerk of the City of Grimes, Iowa



3050 SE Enterprise Dr., Ste. A
 Grimes, IA 50111-5055
 Ph : (515)986-5500

Change Order

Contractor: Koester Construction Company, Inc
 3050 SE Enterprise Dr., Ste. A
 Grimes, IA 50111-5055

Change Order: 1
 Date: 7/30/2014
 Job: 14-014 Grimes City Hall and Chamber

Description: Change Requests #1 - 12

The Contract is changed as follows:

1 RFI #1 - Grimes Chamber Restroom Flooring Elevations	\$2,025.00
2 RFI #3 - Custom Storefront Entry Frames	\$345.00
3 RFI #6 - Replace East Windows	\$1,050.00
4 RFI #7 - Chamber Server Room Location	\$925.00
5 RFI #8 - Replace Chamber Water Heater	\$660.00
6 RFI #9 - City of Grimes Plan Review Comments	\$2,550.00
7 RFI #10 - Structural Modificallons	\$800.00
8 RFI #11 - Chamber Millwork	\$625.00
9 PR001 - Replace Glazing at City Hall	\$4,475.00
10 Demolish and Cap Plumbing from Previous Tenant at City Hall	\$800.00
11 Temporary Trailers at City Hall	\$6,800.00
12 New Doors and Frames at City Hall	\$3,852.00
TOTAL:	\$24,907.00

The original Contract Amount was	\$250,230.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$250,230.00
The Contract will be increased by this Change Order in the amount of	\$24,907.00
The new Contract Amount including this Change Order will be	\$275,137.00

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT	CONTRACTOR	OWNER
Collin Barnes (RDG Planning and Design)	Koester Construction Company, Inc	
301 Grand Avenue	3050 SE Enterprise Dr., Ste. A	
Des Moines, IOWA 50309	Grimes, IA 50111-5055	

Signed _____ Date _____ Signed _____ Date _____ Signed _____ Date _____

Please sign and return Original to Koester Construction Company, Inc



3050 SE Enterprise Dr., Ste. A
 Grimes, IA 50111-5055
 Ph : (515)986-5500

Change Order

Contractor: Koester Construction Company, Inc
 3050 SE Enterprise Dr., Ste. A
 Grimes, IA 50111-5055

Change Order: 2
Date: 8/20/2014
Job: 14-014 Grimes City Hall and Chamber

Description: Change Requests #13-16

The Contract is changed as follows:

13 Install New Furnace and Air Conditioning Units	\$7,415.00
14 Provide Insulation at Conference Room and City Manager Office	\$2,193.00
15 Revised Signage Design Deduct for Grimes Chamber and City Hall	\$-2,287.00
16 Add Pull Stations at Both Entry Doors per Final Walkthrough	\$598.00

TOTAL: \$7,919.00

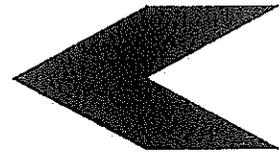
The original Contract Amount was	\$250,230.00
Net change by previously authorized Change Orders	\$24,907.00
The Contract Amount prior to this Change Order was	\$275,137.00
The Contract will be increased by this Change Order in the amount of	\$7,919.00
The new Contract Amount including this Change Order will be	\$283,056.00

The date of Substantial Completion as of the date of this Change Order therefore is

ARCHITECT Collin Barnes (RDG Planning and Design) 301 Grand Avenue Des Moines, IOWA 50309	CONTRACTOR Koester Construction Company, Inc 3050 SE Enterprise Dr., Ste. A Grimes, IA 50111-5055	OWNER
---	---	--------------

Signed _____ Date _____ Signed _____ Date _____ Signed _____ Date _____

Please sign and return Original to Koester Construction Company, Inc



City Hall / Chamber Complete and Pending Changes Summary

9/08/14

Change Order #1.....	\$ 24,907.00
Change Order #2.....	\$ 7,919.00
Added City Hall Electrical Items (Multiple outlets, added emergency light, relocate server room)	\$ 1,200.00
Add carpet at the storage area.....	\$ 1,595.00
Added City Hall Plumbing (Add garbage disposal and provide new toilets)	\$ 703.00
Overtime Labor Charges.....	\$ 6,200.00
Total:	\$ 42,524.00

Koester Construction Company, Inc. | 3050 SE Enterprise Drive, Suite A | Grimes, IA 50111-6510
 Phone: (515) 986-5500 | Fax: (515) 986-5503 | Email: koester@koester.cc | www.koestercon.com

To: Grimes City Council

The neighbors of SE Polk Street in Grimes would like to have a block party on Saturday, October 4th from 5:00-9:00pm. If possible, can we get a barricade for the block at the intersection of SE Polk and Meadowlark & SE Polk Street and S 11th Street? Thank you!

~Sara Slagle

904 SE Polk Street

Progress Estimate

Contractor's Application

For (contract):		Owner's Proj. No.:			Application Number: 2					
Contractor:		Engineer's Proj. No.:			Application Date: 09/18/2014					
A		B		C	D	E	F	G		
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Installed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS										
1.1	MOBILIZATION	1	\$8,000.00	\$8,000.00	0.5	\$4,000.00		\$4,000.00	50.0%	\$4,000.00
1.2	TRAFFIC CONTROL	1	\$3,500.00	\$3,500.00	0.5	\$1,750.00		\$1,750.00	50.0%	\$1,750.00
DIVISION 2 - EARTHWORK										
2.1	CLEARING AND GRUBBING	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	###	
2.2	REMOVE AND DISPOSE FARM FENCE	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	###	
2.3	CLASS A ROAD STONE	50	\$25.00	\$1,250.00						\$1,250.00
2.4	STRIP, STOCKPILE AND RESPREAD TOPSOIL	1	\$3,500.00	\$3,500.00	0.25	\$875.00		\$875.00	25.0%	\$2,625.00
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION										
3.1	TRENCH FOUNDATION	100	\$30.00	\$3,000.00						\$3,000.00
3.2	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	\$24.00	\$2,400.00						\$2,400.00
3.3	BORE AND JACK STEEL CASING	160	\$230.00	\$36,800.00	160	\$36,800.00		\$36,800.00	###	
DIVISION 4 - SEWERS AND DRAINS										
4.1	GRAVITY SANITARY SEWER, 10-INCH, TRENCHED	1,459	\$69.00	\$100,671.00	653	\$45,057.00	\$7,868.05	\$52,925.05	52.6%	\$47,745.95
4.2	FIELD TILE REPAIR	100	\$12.00	\$1,200.00						\$1,200.00
DIVISION 5 - WATER MAINS AND APPURTENANCES										
5.1	WATER MAIN, PVC, 12-INCH	1	\$14,000.00	\$14,000.00	1	\$14,000.00		\$14,000.00	###	
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS										
6.1	CONNECT TO EXISTING MANHOLE	1	\$1,650.00	\$1,650.00	1	\$1,650.00		\$1,650.00	###	
6.2	MANHOLE, SANITARY SEWER, SW-301, 48-INCH	5	\$5,000.00	\$25,000.00	3	\$15,000.00	\$4,299.30	\$19,299.30	77.2%	\$5,700.70
DIVISION 7 - STREETS AND RELATED WORK - NONE										
DIVISION 8 - TRAFFIC SIGNALS - NONE										
DIVISION 9 - SITE WORK, IRRIGATION AND SEEDING										
9.1	EROSION CONTROL & SITE RESTORATION	1	\$5,000.00	\$5,000.00						\$5,000.00
Totals										
				\$211,471.00		\$124,632.00	\$12,167.35	\$136,799.35	###	\$74,671.65

Stored Material Summary

Contractor's Application

For (contract):		Owner's Proj. No.:		Application Number:					
Prairie Business Park Sanitary Sewer		8630-13C		2					
Contractor:		Engineer's Proj. No.:		Application Date:					
H&W Contracting LLC		8630-13C		09/18/2014					
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Reference No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Mo./Year)	Amount (\$)	
		Steel Casing			\$4,688.00			\$4,688.00	
		HD Supply Sanitary Sewer Piping, etc			\$12,615.25			\$4,747.20	\$7,868.05
		Cretex Manholes			\$9,185.95			\$4,886.65	\$4,299.30
Totals					\$26,489.20			\$14,321.85	\$12,167.35

LEGGETTE, BRASHEARS & GRAHAM, INC.

PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

8 PINE TREE DRIVE
SUITE 250
ST. PAUL, MN 55112
(651) 490-1405
FAX (651) 490-1006
www.lbgweb.com

September 17, 2014

Mr. Steve Troyer
Fox Engineering Associates, Inc.
414 South 17th Street
Suite 107
Ames, IA 50010

Re: **Proposal: Exploratory Test Holes, Well
Installation, Aquifer Testing, and Model Updates
Grimes, IA**

Dear Mr. Troyer:

Leggette, Brashears & Graham, Inc. (LBG) is pleased to provide the following scope of work to Fox Engineering Associates, Inc. (Fox) and the City of Grimes, Iowa (City) for exploratory test hole drilling, observation and test well installation, aquifer testing, and numerical groundwater flow model updates. Through recent discussions with Fox and the City, and LBG's study conducted thus far, LBG understands the Grimes well field production is currently restricted by low water levels in their shallow active wells located at the Reichenbach well field 2 ½ miles north of Grimes, IA. The well field was shut down due to low water conditions on August 27, 2014. Our understanding is based upon information provided to LBG from Fox, the completion of LBG's initial assessment of historical work conducted at the City well field (*Summary of Historical Aquifer Tests, Grimes, Iowa [LBG, 2014]*), conceptual model development, and preliminary numerical groundwater flow modeling. Hydrographs that Fox provided to LBG indicate that water levels continue to drop and do not appear to be recovering with recent precipitation. Fox indicated that nearby cities have experienced water-level recovery, but not Grimes' wells. The cause of this occurrence is not yet fully understood but may be the result of one or more of the following factors: decreased precipitation/recharge in recent years, over production of the current well field, or competing usage within the Beaver Channel sand and gravel aquifer.

Water for the City is currently obtained from groundwater pumped from the Reichenbach well field consisting of three shallow wells completed in the surficial aquifer (IDNR Source Water Protection Assessment), or the Beaver Channel sand and gravel.

The three pumping wells on the Reichenbach property include: Well 100, Well 101D, and Well 102. The shallow City wells range in depth from 67 to 82 feet below grade (ft bg). The wells are not individually metered for daily or cumulative pumping rate; however, daily total well field production is metered. Well 100 and 102 are the two primary wells utilized at the well field; however, the pump in Well 100 failed due to cavitation in August 2014. As a result, the well field was shut down due to low water conditions on August 27, 2014. Well 101D (and predecessor wells 101A, 101B, and 101C) has had performance issues primarily related to aquifer transmitting capacity. As such, Well 101D is used sparingly and most of the well field's production is from Well 100 and 102. The initial goal of the well field was to have three, 600 gallons per minute (gpm) wells that could provide 1,200 gpm total from the well field (keeping one of the wells as a backup). Current annual average pumping rate for the well field is 700 to 800 gpm. Current municipal demand approaches 2 million gallons per day (mgd) or approximately 1,390 gpm during peak summer. Projected demand over the next 20 years approaches 6 mgd peak (approximately 4,200 gpm) and an average of approximately 3 mgd (approximately 2,100 gpm). At the current and projected rates, and under current climate conditions, the existing Reichenbach well field is not sustainable and additional exploration is warranted to potentially expand the well field in the shallow Beaver Channel sand and gravel aquifer.

In Spring 2014, LBG developed a conceptual site model and numerical groundwater flow model (model) to characterize the local hydrogeology in the vicinity of the Reichenbach well field and the Beaver Channel sand and gravel aquifer. Results from this work were presented to Fox and the City via Webex presentations on June 17, 2014 and September 3, 2014, respectively. The data to date, along with the model, indicate that the existing well field is not sustainable under the current well field design and current climate conditions. Additional water may be available for production within the Beaver Channel sand and gravel, but large data gaps exist in the available data. For this reason, LBG recommended a test hole drilling program with test holes that were drilled to bedrock (potentially 100 ft bg in order to characterize the total thickness of the aquifer. The test hole drilling program would be followed up with test well installation and aquifer testing. Field data would be analyzed and used to update the current model to gain a better understanding of the viability of the shallow sand and gravel to provide not only the current demand but also provide for anticipated future needs.

Preliminary locations selected for exploration and observation well installation are provided on Figure 1. Alternate locations have also been selected if the primary locations are not able to be accessed or otherwise unavailable. The locations illustrated on Figure 1 were selected for their ease of access either in road rights-of-way or along field roads, as identified through review of recent aerial photographs. The drilling locations were also placed to gain more understanding in areas where limited to no data exists. Observation wells were placed in locations where limited to no data exists and in locations that would provide necessary water level information needed for numerical model calibration. Lastly, the

locations were selected with consideration to infrastructure needs to the current well field or to Grimes, IA and the proximity to the Granger well field (to minimize well interference). The test well location will be determined pending the results of the test hole drilling effort.

Scope of Work

Task 1: Driller Bidding, Contracting, Scheduling, and Site Access

LBG will request bids from drilling firms to acquire detailed cost estimates for the proposed exploratory drilling, well installation, and aquifer testing. For the purposed of this proposal, it is assumed that the drilling firm would be subcontracted through LBG; however, if desired by Fox or City, the driller could be subcontracted directly. This task also includes LBG labor for scheduling the work and assisting Fox and City with gaining property access. LBG assumes that property access will be obtained by Fox or City prior to initiation of the work. LBG will assist Fox and City with selecting drilling locations and potential alternate locations if access becomes difficult.

Task 2: Exploratory Drilling and Observation Well Installation

As illustrated on Figure 1, LBG recommends eleven test holes be drilled across an area ranging from approximately 2 miles northwest to 2 miles southeast. As discussed above, the locations on Figure 1 were selected based on their potential for site access and to fill data gaps in the current dataset. For purposes of cost estimating, the boreholes were assumed to be drilled to 100 ft bg. Four of the eleven test holes are proposed to be completed as 2-inch PVC observation wells with 10-ft long screens. It is estimated that the observation wells will be screened from 65 to 75 ft bg. The observation well locations were selected with consideration to existing well locations where water level data exists, to fill data gaps, to gain an understanding of groundwater levels near and away from Beaver Creek, and provide strategic locations for numerical model calibration and aquifer testing observation wells.

The test holes will be logged by an onsite LBG hydrogeologist and sand samples retained of the Beaver Channel sand and gravel. Geologic logs and sand samples will be reviewed to identify an optimal location to install a test well. Sand samples from the chosen location will be submitted to a geotechnical laboratory or well screen manufacturer for sieve analysis to aid in test well screen design. It is understood that soil cuttings from the test hole and observation wells can be thin spread on the Reichenbach well field site and do not need to be transported to an offsite disposal facility (other than transport from each drilling location to the current well field site).

Task 3: Test Well Installation and Aquifer Testing

The test well will be sited at the location identified in Task 2 as having the greatest potential for a high-capacity well. Sieve analysis will be conducted on sand samples collected during Task 2 and used to design the test well screen. This task assumes the following;

- One, 12-inch diameter test well screened from approximately 50 to 80 ft bg;
- Two, 2-inch diameter observation wells located near the test well and screened approximately 65-75 ft bg;
- soil cuttings from the test well and observation wells can be thin spread on the Reichenbach well field site.
- 72-hours aquifer pumping test followed by 72-hours recovery test;
- Transducer rental and other field equipment; and,
- Collection of a water quality sample(s) if requested of Fox and/or City. This task does not include laboratory analytical costs as requested parameters will be determined at a later date.

Task 4: Data Analysis

This task includes LBG labor to analyze all data collected in the field for the test hole drilling, test well installation, and aquifer testing. The data analysis includes the following;

- development of geologic logs and well construction diagrams;
- revisions to the model;
- revisions to the 3-dimensional geologic surfaces of the top and bottom of Beaver Channel sand and gravel;
- qualitative and quantitative analysis of the aquifer testing data including the calculation of the aquifer parameters of transmissivity and storativity; and,
- prepare input data for the numerical model update.

Task 5: Numerical Model Update

This task includes LBG labor for updating the numerical model. Refinements to the model will include;

- revising the configuration of the top and bottom of sand and gravel with new 3D surfaces developed in Task 4;
- additional water-level information from the proposed observation wells for model calibration; and,
- adjustments to the model aquifer parameters of hydraulic conductivity and specific storage given the results of the quantitative analysis in Task 4.

Task 6: Reporting

Following the completion of the work described in the above tasks, LBG will prepare a report summarizing the results of the exploratory drilling and observation well installation, test well installation and aquifer testing, data analysis, and numerical model update. Conclusions and recommendations included in the report will be based on the updated understanding of the CSM, field and model results, and the potential for using the Beaver Channel sand and gravel aquifer as an existing and future groundwater resource. A conclusion will also be made regarding the sustainability of the resource for the desired yield.

Cost Estimate and Assumptions

The estimated cost to perform the above scope of work is \$256,400. A task-level itemized cost estimate is provided in Table 1. Preliminary drilling bids were obtained from two drilling firms including Layne Christenson Co. (Grimes, IA) and Cahoy Well and Pump Service (Atlantic, IA), and are included in Attachment 1. For the purpose of this cost estimate, the bid from Layne Christenson was used in the subcontractor services of Table 1. Upon initiation of this scope of work, LBG will communicate exact details of the project with Fox and City, and secure a revised bid(s) pertinent to final details of the project. Fox will be billed in accordance with LBG's MSA on a time and material basis not to exceed this amount unless potential out of scope costs, unforeseen conditions, or subcontractor costs are discussed and pre-authorized by Fox.

The scope of work and cost estimate is based on the following assumptions:

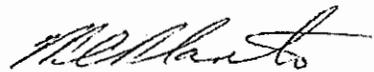
- Fox and City approve the locations on Figure 1 or recommend alternate locations.
- Fox will provide surveying services to locate and flag the proposed drilling locations prior to the drilling firm contacting the Iowa One-Call system.
- The selected drilling firm will be responsible for conducting the Iowa One-Call system to identify the location of utilities near the proposed drilling locations and obtain necessary clearances.
- Costs associated with the drilling firms are for estimation only and may change pending discussions with Fox and City upon initiation of the project. Additional conditions of Layne's bid are provided in the preceding email in Attachment 1.
- City will make available a water source for the drilling firm to fill their water truck to use during drilling.
- Soil cuttings from the test holes, test well, and observation wells can be thin spread at the Reichenbach well field.
- LBG will subcontract and handle billing for the drilling contractor; although Fox and City may prefer to subcontract with the driller directly.

- Task 3 includes 14 days in the field for drilling, test well installation, and development over site; 8 days in the field for aquifer testing; Mobilization and demobilization, including mileage for four round trips;
- This cost estimate does not include analytical laboratory costs for samples collected of groundwater or surface water.
- This scope of work does not include review of data pertaining to other potential water sources.

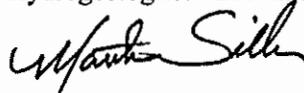
If Fox or City decides to pursue additional observation wells, test wells, exploration areas, or consider alternate water resources, LBG would be pleased to provide a scope of work and cost estimate at that time. Lastly, all labor, expenses, equipment, and subcontractor costs have been included with this cost estimate assuming the above scope of work, task detail presented herein, and all subcontracting and invoicing is through LBG.

Thank you for the opportunity to submit this proposal. If our scope of work is acceptable to you, please issue LBG an authorization to proceed or task order in the amount of \$256,400 to cover the scope of work described above. Upon approval, LBG will obtain a final cost estimate and certificate of insurance from the chosen driller, and schedule the work. If you have any questions regarding LBG's proposal, feel free to contact Martha Silks at (816) 421-7766 or me at (651) 558-9216.

Sincerely,
LEGGETTE, BRASHEARS & GRAHAM, INC.

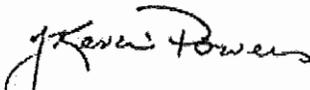


Mike Plante
Hydrogeologist / Associate



Martha Silks
Hydrogeologist / Associate

Reviewed by:



Kevin Powers
Principal

Enclosures

TABLE

TABLE 1
PROPOSAL COST ESTIMATE
EXPLORATORY TEST HOLES, WELL INSTALLATION, AQUIFER TESTING, AND MODEL UPDATES
FOX ENGINEERING ASSOCIATES, INC. AND CITY OF GRIMES
GRIMES, IA

Task	Description	LBG	Subcontractor / Vendor	Subtotal
Task 1:	Driller Bidding, Contracting, Scheduling, Access	\$5,000	\$0	\$5,000
Task 2:	Exploratory Drilling and Observation Well Installation	\$37,000	\$50,000	\$87,000
Task 3:	Test Well Installation and Aquifer Testing	\$52,000	\$83,400	\$135,400
Task 4:	Data Analysis	\$11,000	\$0	\$11,000
Task 5:	Numerical Model Update	\$7,000	\$0	\$7,000
Task 6:	Reporting	\$11,000	\$0	\$11,000
			Total	\$256,400

FIGURE

ATTACHMENT 1

Mike Plante

From: Terry Heiliger <Terry.Heiliger@Layne.com>
Sent: Monday, September 15, 2014 5:16 PM
To: Mike Plante
Cc: Brad Harris
Subject: RE: LBG - drilling bid
Attachments: Grimes Test Drilling Estimate Fall 2014 - Layne.pdf

Mike,

Please find attached our completed bid form for the proposed test drilling, observation wells and test well project for the City of Grimes. As part of this submitted there are a few clarifications that we would like to include as follows:

--Layne assumes that all sites are accessible and that extraordinary means will not be required to gain access to these sites. Any need to leave the project due to ground conditions or inaccessible sites will be cause for additional standby or mobilization charges.

--We do not currently have access to information regarding the static water level at the test well location. Layne is proposing to use a bucket auger rig to install this well per your request. This drilling method is similar to reverse circulation drilling in that the rig must be at least ten feet above the static water level in order to maintain the required borehole differential pressure to keep the hole from caving. We have not included any berming or other means of gaining this elevation differential in our costs.

--Per our conversation last week, Layne would propose to drill a 24-inch borehole for the test well, as this is currently our smallest bucket size available for this rig.

--Layne assumes that water supply is available for all drilling, including a constant supply source for drilling with the bucket auger rig on the test well site. We have not included any costs for installation of a supply well or other means of transporting water to the site for drilling the test well. The test holes and observation wells can be completed with portable water supply on our water truck.

--We have assumed that the test well and any observation wells slated for abandonment can be abandoned while our crew is on site. We have not included any additional mobilization charges for this task if the wells are to remain for any period of time after our crews have demobilized from the site.

--I have changed the Estimated Bid Quantity to 4 from 11 for bid line item no. 9 for the Exploratory Test Holes and Observation Well Installation section of the bid. Only well installations that will remain in place for more than 7 days need to be permitted, and test holes do not need to be permitted. Thus, I have included just four observation wells for this line item.

--Layne has not included any bonds or taxes in this proposal.

--Layne's payment terms are Net 30 Days.

--The attached Terms and Conditions shall apply to this project unless otherwise agreed upon.

Please let me know if you have any questions or if you need any additional information at this time.

Thanks again.

Terry Heiliger
Manager of Projects, Water Resources
LAYNE | water + mineral + energy
3150 SE Gateway Drive, Suite B | Grimes, IA | 50111
Office: 515-986-3462 | Cell: 515-710-2560 | Fax: 515-986-3474 terry.heiliger@layne.com | layne.com

-----Original Message-----

From: mike.plante@lbgmn.com [mailto:mike.plante@lbgmn.com]
Sent: Thursday, September 11, 2014 2:20 PM
To: Terry Heiliger

Subject: LBG - drilling bid

Hi Terry,

Per our discussion, please see the attached bid form and map for test hole drilling, observation wells and test well installation, and aquifer testing near Grimes, IA. I apologize for the short notice but I would like to receive your bid by end of business Monday, 9/15/14. Please let me know if you have any questions.

Thanks,
Mike

Michael Plante, PG, GISP
Associate / Hydrogeologist
LEGGETTE, BRASHEARS & GRAHAM, INC.
8 Pine Tree Drive, Suite 250
St. Paul, MN 55112
mike.plante@lbgmn.com
www.lbgweb.com
Office: 651-490-1405
Direct: 651-558-9216
Cell: 651-492-2210
Fax: 651-490-1006

LEGGETTE, BRASHEARS & GRAHAM, INC.
BID FORM

EXPLORATORY TEST HOLES, WELL INSTALLATION, & AQUIFER TESTING

TO: Mike Plante
Leggette, Brashears & Graham, Inc.
8 Pine Tree Dr., Suite 250
St. Paul, MN 55112
Phone: 651-558-9216
Fax: 651-490-1006
mike.plante@lbgmn.com

FOR: Exploratory Test Holes, Observation and
Test Wells Installation
Fox Engineering & City of Grimes, IA
Grimes, IA

Bid Due:
Monday, September 15, 2014 (end of business)

Anticipated Work Start Date:
Monday, October 20, 2014 or later
(Pending driller availability and land access)

The undersigned has carefully examined the Drawings and Specifications and all other documents relating to the scope of Work. The undersigned has made all evaluations and investigations necessary to gain a full understanding of pertinent site conditions and all regulatory, material, equipment, and labor requirements necessary to successfully and safely complete the Work, as well as any reasonable difficulties which may be encountered in performing the Work.

BID SCHEDULE

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools, permits, taxes, services and all other items necessary or appropriate for the proper and complete execution of the work for the following estimated amount:

Base Bid Estimate

ONE HUNDRED THIRTY-TWO THOUSAND
All work: EIGHT HUNDRED SEVENTEEN AND NO/100 Dollars (\$ 132,817.00)

The undersigned agrees, if this proposal is accepted, to enter into an agreement with Leggette Brashears & Graham, Inc. (LBG), per the Terms and Conditions of the LBG standard contract, for the above unit price-based, estimated Contract Sum.

Estimate time necessary to complete Work: 60-90 DAYS

Number of persons in crew to complete the Work: TEST HOLES - 2

Equipment to be used: MUD ROTARY - TEST HOLES
BUCKET RIG - TEST WELL
BUCKET RIG - 3
DEVELOPMENT + TESTING - 2
PUMP RIG - DEVELOPMENT

Unit Prices

All Work shall be performed in accordance with the Unit Prices listed below. Should additions or subtractions to the Scope of Work be required, adjustment will be made to the Contract Sum at the following Unit Prices, which shall include all associated expenses, including taxes, overhead and profit.

LEGGETTE, BRASHEARS & GRAHAM, INC.
 BID FORM

EXPLORATORY TEST HOLES, WELL INSTALLATION, & AQUIFER TESTING

TO: Mike Plante
 Leggette, Brashears & Graham, Inc.
 8 Pine Tree Drive, Suite 250
 St. Paul, Minnesota 55112
 Phone: (651) 558-9216
 Fax: (651) 490-1006
 mike.plante@lbgmn.com

FOR: Exploratory Test Holes, Observation
 and Test Wells Installation
 Fox Engineering & City of Grimes, IA
 Grimes, IA

Bid Due:
 Monday, September 15, 2014 (end of business)

Anticipated Work Start Date:
 Monday, October 20, 2014 or later
 (Pending driller availability and land access)

**UNIT PRICE TABLE #1 – MUD-ROTARY
 EXPLORATORY TEST HOLES AND OBSERVATION WELL INSTALLATION**

I.D.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL
1	Mobilize and demobilize equipment and work crew to/from the site. Includes being licensed in Iowa.	L.S.	1	2,494.00	2,494.00
2	Notification of the Iowa One-Call (811), http://www.iowaonecall.com/ for utility clearance of all drilling locations.	L.S.	1	0	0
3	Drill eleven (11) mud-rotary test holes to a depth of approximately 100 feet below grade (ft bg). Cuttings will be logged by the LBG onsite hydrogeologist although Contractor should also maintain their own geologic log. Contractor may be required to circulate drilling fluid, thicken, add water, and provide adequate means for the onsite hydrogeologist to collect representative samples.	L.F.	1100	23.00	25,300.00
4	Install four (4) observation wells in four of the test holes in Item 2. The wells shall be 2-inch diameter PVC, constructed with 10-slot, 10-ft long, PVC screens from approximately 65 to 75 ft bg. The observation wells shall be constructed with above grade protective steel casing.	Per	4	1,047.00	4,188.00
5	Observation well development (four 2-inch wells) via air lifting.	Per	4	172.00	688.00
6	Contractor must have the equipment necessary to containerize, transport, and dispose of the soil cuttings at a location approved by Fox Engineering and the City of Grimes. For purposes of this bid, assume transporting and thin-spreading the cuttings from the above test holes and wells to the existing City of Grimes well-field located in the center of the exploratory area.	Per	11	520.00	5,720.00
7	Geophysical log the eleven (11) test holes. E-log should include gamma, resistivity, and spontaneous potential.	Per	11	169.00	1,859.00
8	Site restoration including filling/smoothing ruts caused by drilling equipment, bringing in soil, and seeding if necessary.	L.S.	1	4,615.00	4,615.00
9	Permits: inclusive of test hole, observation well, and all associated documentation.	Per	4 yr	364.00	1,456.00

10	Per Diem, entire crew. Please estimate the number of days required to complete scope of work.	Day	12	308.00	3,696.00
11	Contractor shall be responsible for repairing any damage to property resulting from Contractor's activities.	Included	----	0	0
12	Standby, non-equipment failure, non-Health and Safety time if directed by Fox, City of Grimes, or LBG.	Per Hour	0		
TOTAL ESTIMATE					#50,016.00

L.S: Lump Sum
L.F.: Linear Foot

NOTE: Bidder shall provide estimated quantities for all equipment/materials/services on the Unit Price Bid Table for which no estimated quantities are indicated.

Contractor estimates 15 days hours to complete this work. (AFTER INITIAL MOBILIZATION)

{ TEST HOLE RIG #220/HR
 BUCKET RIG #280/HR
 PUMP RIG #180/HR } NOT INCLUDING PER DIEM

**UNIT PRICE TABLE #2 – BUCKET-AUGER
TEST WELL INSTALLATION AND AQUIFER TESTING**

I.D.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL
1	Mobilize and demobilize equipment and work crew to/from the site. Includes being licensed in Iowa.	L.S.	1	11,272.00	11,272.00
2	Notification of the Iowa One-Call (811), http://www.iowaonecall.com/ for utility clearance of all drilling locations.	L.S.	1	0	0
3	Drill an 18-inch borehole with bucket-auger to a depth of 80 feet. The borehole will be for placement of a test pumping well. Location of test well will be determined by the results of the test holes. Actual borehole size dependent on driller's equipment capability.	L.F.	80	42.00	3,360.00
4	Furnish and install one (1) 12-inch diameter test well stainless steel, wire-wrapped screen. Screen slot will be determined from sieve analysis. For purposes of this bid, assume test well will be screened 50-80 ft bg.	L.F.	30	153.00	4,590.00
5	Furnish and install one (1) 12-inch diameter test well steel casing from 50 ft bg to at least 2-feet above grade. Include two casing centralizers.	L.F.	52	90.00	4,680.00
6	Furnish and emplace filter pack (size to be determined) from 80 to 40 ft bg.	L.F.	40	114.00	4,560.00
7	Perform initial well development	Per Hour	4	303.00	1,212.00
8	Install a minimum of 3-ft of silica sand on top of well pack via tremie pipe and first lift (5-ft) of cement grout and allow time for first lift of cement grout to set-up	L.F.	8	137.00	1,096.00
9	Complete well-sealing by installing remaining cement grout via tremie pipe.	L.F.	32	42.00	1,344.00
10	Standby time while cement grout seal sets-up	Per Hour	24	135.00	3,240.00
11	Perform final well development (assume 1 hour per foot of screen). Development should include jetting with simultaneous air lifting, pumping, rawhiding, or other approved development means to produce sand free water and assure good hydraulic connection with the aquifer.	Per Hour	30	178.00	5,340.00
12	Install two (2) observation wells within a distance of approximately 500 feet of the test well. The wells shall be 2-inch diameter PVC, constructed with 10-slot, 10-ft long, PVC screens from approximately 65 to 75 ft bg. The observation wells shall be constructed with above grade protective steel casing.	L.S.	1	6,761.00	6,761.00
13	Observation well development (two, 2-inch wells) via air-lifting.	Per	2	172.00	344.00
14	Contractor must have the equipment necessary to containerize, transport, and dispose of the soil cuttings at a location approved by Fox Engineering and the City of Grimes. For purposes of this bid, assume transporting and thin-spreading the cuttings from the above test holes and wells to the existing City of Grimes well-field located in the center of the exploration area.	L.S.	1	1,385.00	1,385.00

15	Perform initial step-rate testing of the test well. Assume 3 steps, each at 2 hours. Total of 6 hours. Pumping rates of approximately 400, 750, and 1,000 gpm are desired.	Per Hour	6	168.00	1,008.00
16	Recovery period from step-testing, prior to constant-rate testing (assume constant-rate test will begin on the following day).	Per Hour	6	135.00	810.00
17	Perform constant-rate testing of the test well. Assume a 72 hour test followed by 72 hours of recovery. The pump is to remain in the well, undisturbed, through the recovery. Goal pumping rate is 1,000 gpm.	Per Hour	72	174.00	12,528.00
18	Recovery period from constant-rate testing for 72-hours.	Per Hour	72	68.00	4,896.00
19	Aquifer testing equipment: Driller to provide the pump, pump casing, well head joints and connections, totalizing flow meter, 500 feet of discharge hose, energy dispersion at discharge point (to prevent erosion), generator, and fuel. Driller is responsible for continuous operation of the pumping test on a 24-hour basis. If the pump shuts down due to mechanical issue or lack of fuel/oil, the test will be restarted and run for continuous 72-hours without additional reimbursement.	L.S.	1	946.00	946.00
20	Properly plug and abandon the 12-inch diameter test well.	Per	1	1,504.00	1,504.00
21	Properly plug and abandon two, 2-inch observation wells.	Per	2	320.00	640.00
22	Site restoration including filling/smoothing ruts caused by drilling equipment, bringing in soil, and seeding if necessary.	L.S.	1	3,615.00	3,615.00
23	Permits: inclusive of test hole, observation well, test well installation, and subsequent abandonment, and all associated documentation.	Per	3	250.00	750.00
24	Per Diem, entire crew. Please estimate the number of days required to complete scope of work.	Day		346.00	6,920.00
25	Contractor shall be responsible for repairing any damage to property resulting from Contractor's activities.	Included	----	0	0
26	Standby, non-equipment failure, non-Health and Safety time if directed by Fox, City of Grimes, or LBG.	Per Hour	0		
	TOTAL ESTIMATE				\$82,801.00

L.S.: Lump Sum
L.F.: Linear Foot

NOTE: Bidder shall provide estimated quantities for all equipment/materials/services on the Unit Price Bid Table for which no estimated quantities are indicated.

Contractor estimates 20 (days) hours to complete this work. (AFTER RIG MOBILIZATION)

{ TEST HOLE RIG \$220/HR.
 BUCKET RIG \$280/HR.
 PUMP RIG \$180/HR. } NOT INCLUDING PER DIEM

INSURANCE AND SAFETY REQUIREMENTS

LBG requires contractors to carry \$1,000,000 in worker's compensation, comprehensive general liability, and automotive insurance, and \$5,000,000 in pollution liability insurance. Please note below the amount of insurance held.

Worker's Compensation: \$ 5,000,000
Comprehensive General Liability: \$ 2,000,000
Automotive: \$ 5,000,000
Pollution Liability: \$ AS REQUIRED

Please also list your Incident Rating (IR) and Experience Modification Rating (EMR)

Incident Rating (IR): 2.89 Experience Modification Rating (EMR): 0.69

At the time of bid submittal, please provide LBG with the Contractor's current Certificate of Insurance and OSHA Incident Rating (IR) and Experience Modification Rating (EMR) ratings.

The undersigned understands that Contractor must maintain an IR of less than 5.0 as defined by OSHA on a 3-year average and an EMR less than or equal to 1.0 annually from insurance carrier. Also, an approved drug and alcohol plan is required. Contractor will be required to attend daily tailgate safety meetings.

LBG, Fox Engineering, and the City of Grimes, IA must be named as additional insured on the Contractor's current insurance certificate. Example language is as follows;

"Leggette, Brashears & Graham, Inc., Fox Engineering, and the City of Grimes, IA are Additional Insured with respect to General Liability, Auto Liability, and Pollution Liability and a Waiver of Subrogation applies with respect to General, Auto, and Pollution Liability and Workers Compensation."

If you do not meet the above requirements, please still submit a bid with your coverage amounts and IR/EMR ratings, as LBG may be able to modify the contract terms to allow work to proceed.

ADDENDA RECEIVED (IF REQUIRED)

The undersigned hereby acknowledges receipt of the following Addenda which shall become part of the Contract Documents:

Addendum Number 1 Dated _____ Addendum Number 2 Dated _____

Any Bid Addenda received during the bid process should be acknowledged by the Contractor by transferring the date of the Addenda to the appropriate line above.

PROJECT INITIATION AND COMPLETION

Once Work has been initiated, it shall commence on consecutive calendar days until the scope is completed. The Work is tentatively scheduled for October 20, 2014 (or later), pending driller availability, weather, and site access.

SUBMITTALS INCLUDED WITH BID FORM

Submittals to be included with the return of this completed Bid Form include the following: (1) a current Certificate of Insurance; (2) a statement detailing the Contractor's current OSHA IR and insurance EMR ratings; (3) a description of Contractor's availability; (4) a statement of Contractor's ability to meet the stated deadline; and, (5) an estimate of the time required to complete the scope of work.

If your bid is preliminarily accepted for consideration, the following submittals will be required before final decisions are made: (1) site-specific Health & Safety Plan; (2) proof of proper insurance naming LBG, Fox Engineering, and the City of Grimes, IA as additional insured; (3) insurance company statement of EMR; (4) OSHA IR rating information; and, proof of IA drillers license.

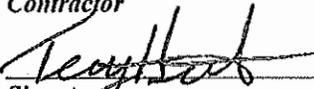
BID ACCEPTANCE

In submitting this proposal, it is understood that LBG / Fox Engineering / City of Grimes, IA reserves the right to reject any or all bids, waive any formalities or technicalities in any bid and to make an award in the best interest of LBG / Fox Engineering / City of Grimes, IA. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) calendar days after the date set for bid receipt.

Respectfully Submitted:

LAYNE CHRISTENSEN Co.

Contractor



Signature

MANAGER OF PROJECTS

Name and Title

SEPTEMBER 15, 2014

Date

(515) 986-3462

Telephone Number

(515) 986-3474

Fax Number

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

Mike Plante

From: Darin Cahoy <djcahoy@cahoypump.com>
Sent: Monday, September 15, 2014 4:45 PM
To: Mike Plante
Subject: RE: Grimes, IA project

Yes Mike, you are correct. Sorry about that.

Darin J. Cahoy
President, Cahoy Well & Pump Service
563-578-1130: Sumner office
712-781-2030: Atlantic office
641-330-6051: Cellular

From: mike.plante@lbgmn.com [<mailto:mike.plante@lbgmn.com>]
Sent: Monday, September 15, 2014 4:09 PM
To: djcahoy@cahoypump.com
Subject: RE: Grimes, IA project

Hi Darin,

On the bid sheet you say 22 days for the test holes and 12 days for the test well and aquifer testing. Should those be switched? 12 days for test holes and 22 days for test well and testing?

Thanks,
Mike

Michael Plante, PG, GISP
Associate / Hydrogeologist
LEGGETTE, BRASHEARS & GRAHAM, INC.
8 Pine Tree Drive, Suite 250
St. Paul, MN 55112
mike.plante@lbgmn.com
www.lbgweb.com
Office: 651-490-1405
Direct: 651-558-9216
Cell: 651-492-2210
Fax: 651-490-1006

From: Darin Cahoy [<mailto:djcahoy@cahoypump.com>]
Sent: Monday, September 15, 2014 1:50 PM
To: Mike Plante
Cc: lbandphair@cahoypump.com
Subject: Grimes, IA project

Good afternoon Mike. Please confirm receipt of our proposal.

Thank You.

Darin J. Cahoy
President, Cahoy Well & Pump Service
563-578-1130: Sumner office



Well And Pump Service
Municipal • Industrial • Environmental

24568 150th Street • Suite 200
Sumner, Iowa 50674
(563) 578-1130
(563) 578-1135 Fax

200 Grant Street
P.O. Box 72
Maree, Iowa 51552
(712) 781-2030
(712) 781-2032 Fax

September 15, 2014

Leggette, Brashears, & Graham, Inc.
8 Pine Lake Drive, Suite 250
St. Paul, MN. 55112

Attn: Mr. Mike Plante
Re : Grimes, Iowa project

Greetings Mike:

Enclosed please find our Bid Documents as per your request. Item-by-item coverage of the bidding requirements is as follows:

- A). Certificate of Insurance is included.
- B) Detailed statement regarding current OSHA IR and insurance EMR rating is included.
- C) We have three rotary drilling rigs of which both will be finished with their presently scheduled projects on or before October 15th.
- D) We estimate the total number of days onsite to complete the work to be 34 days. We do not anticipate any Per Diems as our crews will be working from our Atlantic office which is nearby and will not require any Per Diems.

We appreciate the consideration given and the opportunity to bid this project. Please do not hesitate to contact me if you have any questions whatsoever.

Sincerely,

Darin J. Cahoy
President & CEO

enc

LEGGETTE, BRASHEARS & GRAHAM, INC.
BID FORM

EXPLORATORY TEST HOLES, WELL INSTALLATION, & AQUIFER TESTING

TO: Mike Plante
Leggette, Brashears & Graham, Inc.
8 Pine Tree Dr., Suite 250
St. Paul, MN 55112
Phone: 651-558-9216
Fax: 651-490-1006
mike.plante@lbgmn.com

FOR: Exploratory Test Holes, Observation and
Test Wells Installation
Fox Engineering & City of Grimes, IA
Grimes, IA

Bid Due:

Monday, September 15, 2014 (end of business)

Anticipated Work Start Date:

Monday, October 20, 2014 or later
(Pending driller availability and land access)

The undersigned has carefully examined the Drawings and Specifications and all other documents relating to the scope of Work. The undersigned has made all evaluations and investigations necessary to gain a full understanding of pertinent site conditions and all regulatory, material, equipment, and labor requirements necessary to successfully and safely complete the Work, as well as any reasonable difficulties which may be encountered in performing the Work.

BID SCHEDULE

The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools, permits, taxes, services and all other items necessary or appropriate for the proper and complete execution of the work for the following estimated amount:

Base Bid Estimate

All work: One hundred thirty-two thousand Dollars (\$ 132,038⁰⁰)
thirty-eight & 00/100

The undersigned agrees, if this proposal is accepted, to enter into an agreement with Leggette Brashears & Graham, Inc. (LBG), per the Terms and Conditions of the LBG standard contract, for the above unit price-based, estimated Contract Sum.

Estimate time necessary to complete Work: 34 days

Number of persons in crew to complete the Work: two

Equipment to be used: Geeco "Brot" or IR T2 mud rotary rigs

Unit Prices

All Work shall be performed in accordance with the Unit Prices listed below. Should additions or subtractions to the Scope of Work be required, adjustment will be made to the Contract Sum at the following Unit Prices, which shall include all associated expenses, including taxes, overhead and profit.

**LEGGETTE, BRASHEARS & GRAHAM, INC.
BID FORM**

EXPLORATORY TEST HOLES, WELL INSTALLATION, & AQUIFER TESTING

TO: Mike Plante
Leggette, Brashears & Graham, Inc.
8 Pine Tree Drive, Suite 250
St. Paul, Minnesota 55112
Phone: (651) 558-9216
Fax: (651) 490-1006
mike.plante@lbgmn.com

FOR: Exploratory Test Holes, Observation
and Test Wells Installation
Fox Engineering & City of Grimes, IA
Grimes, IA

Bid Due:
Monday, September 15, 2014 (end of business)

Anticipated Work Start Date:
Monday, October 20, 2014 or later
(Pending driller availability and land access)

**UNIT PRICE TABLE #1 – MUD-ROTARY
EXPLORATORY TEST HOLES AND OBSERVATION WELL INSTALLATION**

I.D.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL
1	Mobilize and demobilize equipment and work crew to/from the site. Includes being licensed in Iowa.	L.S.	1	5,418 ⁰⁰	5,418 ⁰⁰
2	Notification of the Iowa One-Call (811), http://www.iowaonecall.com for utility clearance of all drilling locations.	L.S.	1	50 ⁰⁰	50 ⁰⁰
3	Drill eleven (11) mud-rotary test holes to a depth of approximately 100 feet below grade (ft bg). Cuttings will be logged by the LBG onsite hydrogeologist although Contractor should also maintain their own geologic log. Contractor may be required to circulate drilling fluid, thicken, add water, and provide adequate means for the onsite hydrogeologist to collect representative samples.	L.F.	1100	24 ⁰⁰	26,400 ⁰⁰
4	Install four (4) observation wells in four of the test holes in Item 2. The wells shall be 2-inch diameter PVC, constructed with 10-slot, 10-ft long, PVC screens from approximately 65 to 75 ft bg. The observation wells shall be constructed with above grade protective steel casing.	Per	4	1,550 ⁰⁰	6,200 ⁰⁰
5	Observation well development (four 2-inch wells) via air lifting.	Per	4	300 ⁰⁰	1,200 ⁰⁰
6	Contractor must have the equipment necessary to containerize, transport, and dispose of the soil cuttings at a location approved by Fox Engineering and the City of Grimes. For purposes of this bid, assume transporting and thin-spreading the cuttings from the above test holes and wells to the existing City of Grimes well-field located in the center of the exploratory area.	Per	11	785 ⁰⁰	8,635 ⁰⁰
7	Geophysical log the eleven (11) test holes. E-log should include gamma, resistivity, and spontaneous potential.	Per	11	1,300 ⁰⁰	14,300 ⁰⁰
8	Site restoration including filling/smoothing ruts caused by drilling equipment, bringing in soil, and seeding if necessary.	L.S.	1	1,900 ⁰⁰	1,900 ⁰⁰
9	Permits: inclusive of test hole, observation well, and all associated documentation.	Per	11	180 ⁰⁰	1,980 ⁰⁰

10	Per Diem, entire crew. Please estimate the number of days required to complete scope of work.	Day	22	0 ^{est}	0 ^{est}
11	Contractor shall be responsible for repairing any damage to property resulting from Contractor's activities.	Included	----	0 ^{est}	0 ^{est}
12	Standby, non-equipment failure, non-Health and Safety time if directed by Fox, City of Grimes, or LBG.	Per Hour	0	390 ^{est}	0 ^{est}
TOTAL ESTIMATE					66,163 ^{est}

L.S: Lump Sum

L.F.: Linear Foot

NOTE: Bidder shall provide estimated quantities for all equipment/materials/services on the Unit Price Bid Table for which no estimated quantities are indicated.

Contractor estimates 22 (days) hours to complete this work.

**UNIT PRICE TABLE #2 -- MUD-ROTARY
TEST WELL INSTALLATION AND AQUIFER TESTING**

I.D.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL
1	Mobilize and demobilize equipment and work crew to/from the site. Includes being licensed in Iowa.	L.S.	1	3,911 ⁰⁰	3,911 ⁰⁰
2	Notification of the Iowa One-Call (811), http://www.iowaonecall.com/ for utility clearance of all drilling locations.	L.S.	1	50 ⁰⁰	50 ⁰⁰
3	Drill an 18-inch borehole with mud-rotary to a depth of 80 feet. The borehole will be for placement of a test pumping well. Location of test well will be determined by the results of the test holes.	L.F.	80	51 ⁰⁰	4,080 ⁰⁰
4	Furnish and install one (1) 12-inch diameter test well stainless steel, wire-wrapped screen. Screen slot will be determined from sieve analysis. For purposes of this bid, assume test well will be screened 50-80 ft bg.	L.F.	30	214 ⁰⁰	6,420 ⁰⁰
5	Furnish and install one (1) 12-inch diameter test well steel casing from 50 ft bg to at least 2-feet above grade. Include two casing centralizers.	L.F.	52	78 ⁰⁰	4,056 ⁰⁰
6	Furnish and emplace filter pack (size to be determined) from 80 to 40 ft bg.	L.F.	40	67 ⁰⁰	2,680 ⁰⁰
7	Perform initial well development	Per Hour	4	672 ⁰⁰	2,688 ⁰⁰
8	Install a minimum of 3-ft of silica sand on top of well pack via tremie pipe and first lift (5-ft) of cement grout and allow time for first lift of cement grout to set-up	L.F.	8	79 ⁰⁰	632 ⁰⁰
9	Complete well-sealing by installing remaining cement grout via tremie pipe.	L.F.	32	67 ⁰⁰	2,144 ⁰⁰
10	Standby time while cement grout seal sets-up	Per Hour	24	0 ⁰⁰	0 ⁰⁰
11	Perform final well development (assume 1 hour per foot of screen). Development should include jetting with simultaneous air lifting, pumping, rawhiding, or other approved development means to produce sand free water and assure good hydraulic connection with the aquifer.	Per Hour	30	249 ⁰⁰	7,470 ⁰⁰
12	Install two (2) observation wells within a distance of approximately 500 feet of the test well. The wells shall be 2-inch diameter PVC, constructed with 10-slot, 10-ft long, PVC screens from approximately 65 to 75 ft bg. The observation wells shall be constructed with above grade protective steel casing.	L.S.	1	6,700 ⁰⁰	6,700 ⁰⁰
13	Observation well development (two, 2-inch wells) via air-lifting.	Per	2	320 ⁰⁰	640 ⁰⁰
14	Contractor must have the equipment necessary to containerize, transport, and dispose of the soil cuttings at a location approved by Fox Engineering and the City of Grimes. For purposes of this bid, assume transporting and thin-spreading the cuttings from the above test holes and wells to the existing City of Grimes well-field located in the center of the exploration area.	L.S.	1	4,195 ⁰⁰	4,195 ⁰⁰

15	Perform initial step-rate testing of the test well. Assume 3 steps, each at 2 hours. Total of 6 hours. Pumping rates of approximately 400, 750, and 1,000 gpm are desired.	Per Hour	6	286 ⁰⁰	1,430 ⁰⁰
16	Recovery period from step-testing, prior to constant-rate testing (assume constant-rate test will begin on the following day).	Per Hour	6	88 ⁰⁰	528 ⁰⁰
17	Perform constant-rate testing of the test well. Assume a 72 hour test followed by 72 hours of recovery. The pump is to remain in the well, undisturbed, through the recovery. Goal pumping rate is 1,000 gpm.	Per Hour	72	118 ⁰⁰	8,496 ⁰⁰
18	Recovery period from constant-rate testing for 72-hours.	Per Hour	72	10 ⁰⁰	720 ⁰⁰
19	Aquifer testing equipment: Driller to provide the pump, pump casing, well head joints and connections, totalizing flow meter, 500 feet of discharge hose, energy dispersion at discharge point (to prevent erosion), generator, and fuel. Driller is responsible for continuous operation of the pumping test on a 24-hour basis. If the pump shuts down due to mechanical issue or lack of fuel/oil, the test will be restarted and run for continuous 72-hours without additional reimbursement.	L.S.	1	3,568 ⁰⁰	3,568 ⁰⁰
20	Properly plug and abandon the 12-inch diameter test well.	Per	1	2,447 ⁰⁰	2,447 ⁰⁰
21	Properly plug and abandon two, 2-inch observation wells.	Per	2	190 ⁰⁰	380 ⁰⁰
22	Site restoration including filling/smoothing ruts caused by drilling equipment, bringing in soil, and seeding if necessary.	L.S.	1	2,100 ⁰⁰	2,100 ⁰⁰
23	Permits: inclusive of test hole, observation well, test well installation, and subsequent abandonment, and all associated documentation.	Per	3	180 ⁰⁰	540 ⁰⁰
24	Per Diem, entire crew. Please estimate the number of days required to complete scope of work.	Day	12	0 ⁰⁰	0 ⁰⁰
25	Contractor shall be responsible for repairing any damage to property resulting from Contractor's activities.	Included	----	0 ⁰⁰	0 ⁰⁰
26	Standby, non-equipment failure, non-Health and Safety time if directed by Fox, City of Grimes, or LBG.	Per Hour	0	390 ⁰⁰	0 ⁰⁰
TOTAL ESTIMATE					65,875⁰⁰

L.S: Lump Sum
L.F.: Linear Foot

NOTE: Bidder shall provide estimated quantities for all equipment/materials/services on the Unit Price Bid Table for which no estimated quantities are indicated.
Contractor estimates 12 days hours to complete this work.

INSURANCE AND SAFETY REQUIREMENTS

LBG requires contractors to carry \$1,000,000 in worker's compensation, comprehensive general liability, and automotive insurance, and \$5,000,000 in pollution liability insurance. Please note below the amount of insurance held.

Worker's Compensation:	\$	<u>1,000,000</u>
Comprehensive General Liability:	\$	<u>2,000,000</u>
Automotive:	\$	<u>1,000,000</u>
Pollution Liability:	\$	<u>6,000,000</u>

Please also list your Incident Rating (IR) and Experience Modification Rating (EMR)

Incident Rating (IR): 0 Experience Modification Rating (EMR): 1.20

At the time of bid submittal, please provide LBG with the Contractor's current Certificate of Insurance and OSHA Incident Rating (IR) and Experience Modification Rating (EMR) ratings.

The undersigned understands that Contractor must maintain an **IR** of less than 5.0 as defined by OSHA on a 3-year average and an **EMR** less than or equal to 1.0 annually from insurance carrier. Also, an approved drug and alcohol plan is required. Contractor will be required to attend daily tailgate safety meetings.

LBG, Fox Engineering, and the City of Grimes, IA must be named as **additional insured** on the Contractor's current insurance certificate. Example language is as follows;

"Leggette, Brashears & Graham, Inc., Fox Engineering, and the City of Grimes, IA are Additional Insured with respect to General Liability, Auto Liability, and Pollution Liability and a Waiver of Subrogation applies with respect to General, Auto, and Pollution Liability and Workers Compensation."

If you do not meet the above requirements, please still submit a bid with your coverage amounts and IR/EMR ratings, as LBG may be able to modify the contract terms to allow work to proceed.

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Addendum Number 1 Dated _____ Addendum Number 2 Dated _____

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Once Work has been initiated, it shall commence on consecutive calendar days until the scope is completed. The Work is tentatively scheduled for October 20, 2014 (or later), pending driller availability, weather, and site access.

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If your bid is preliminarily accepted for consideration, the following submittals will be required before final decisions are made: (1) site-specific Health & Safety Plan; (2) proof of proper insurance naming LBG, Fox Engineering, and the City of Grimes, IA as additional insured; (3) insurance company statement of EMR; (4) OSHA IR rating information; and, proof of IA drillers license.

BID ACCEPTANCE

In submitting this proposal, it is understood that LBG / Fox Engineering / City of Grimes, IA reserves the right to reject any or all bids, waive any formalities or technicalities in any bid and to make an award in the best interest of LBG / Fox Engineering / City of Grimes, IA. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) calendar days after the date set for bid receipt.

Respectfully Submitted:

Cahoy Pump Service
Contractor

Darin J. Cahoy
Signature

Darin J. Cahoy, President
Name and Title

9-15-14
Date

(563) 578-1130
Telephone Number

(563) 578-1135
Fax Number

June 23, 2014

Cahoy Pump Service Inc
Darin Cahoy
24568 150th St, Suite 200
Sumner, IA 50674

Subject: Experience Modification Rating – Cahoy Pump Service Inc

To whom it may concern,

The National Council on Compensation Insurance (NCCI) recently released the 2014-2015 Experience Modification Factor for Cahoy Pump Service Inc. headquartered in Sumner, Iowa. Due to an isolated workers compensation incident that occurred in 2012, the EMR factor is now 1.20. Cahoy Pump Service has taken diligent action throughout this injury by returning the employee to work and implementing modified duty to comply with restrictions. However, due to current reserves associated with the open claim the EMR has been negatively impacted causing the calculation to take a slight increase over last year.

Serving as the risk manager for Cahoy Pump Service, I can attest to the protocols placed on the overall safety and compliance associated with operations. All employees have completed OSHA 10 and regularly attend specialized safety trainings for the water well industry.

Due to this unique EMR situation, I urge consideration be made to allow Cahoy Pump Service to continue to perform work as a leader in the industry despite the current modification in excess of 1.0. Once this isolated claim is closed I do estimate some reduction in the EMR factor coupled with higher payrolls that will affect the overall calculation in future years. Verification of claim history is available by request.

Please feel free to contact me at 319-234-8888 if you have additional questions or concerns.

Sincerely,



Steve Clabby, CIC
PDCM Insurance

WWW.PDCM.COM

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: CAHOY PUMP SERVICE INC

Risk ID: 140036250

Rating Effective Date: 06/21/2014

Production Date: 01/22/2014

State: IOWA

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IA	.10	0	46,937	61,138	14,201	239,000	30,300	252,500	13,500
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.10		46,937	61,138	14,201	239,000	30,300	252,500	13,500	

Primary Losses		Stabilizing Value		Ratable Excess		Totals
Actual	(I)	13,500	$C * (1 - A) + G$ 72,543	(A) * (F)	23,900	(J) 109,943
Expected	(E)	14,201	$C * (1 - A) + G$ 72,543	(A) * (C)	4,694	(K) 91,438
ARAP		FLARAP		SARAP		MAARAP
Factors	1.25					(J) / (K) 1.20

THE ARAP FACTOR SHOWN IS CAPPED AT THE APPROVED MAXIMUM ARAP SURCHARGE FOR THIS STATE.

Carrier: 17426 - 001 Policy: WC3194182

Eff-Date: 06/21/2013 Exp-Date: 06/21/2014

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WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: CAHOY PUMP SERVICE INC

Risk ID: 140036250

Rating Effective Date: 06/21/2014

Production Date: 01/22/2014

State: IOWA

14-IOWA Firm ID: Firm Name: CAHOY PUMP SERVICE INC

Carrier: 11061 Policy No. CWC0724426 Eff Date: 06/21/2010 Exp Date: 06/21/2011

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ OF	Act Inc Losses	Act Prim Losses
0930	ADDITIONAL PREMIUM			0	0				
5183	2.48	.24	376,414	9,335	2,240				
6204	5.26	.22	135,497	7,127	1,568				
8742	.26	.24	155,227	404	97				
8810	.15	.31	49,863	75	23				
9807	ADDITIONAL PREMIUM			0	0				
Policy Total:			717,001	Subject Premium:	35,602	Total Act Inc Losses:		0	

14-IOWA Firm ID: Firm Name: CAHOY PUMP SERVICE INC

Carrier: 10782 Policy No. WC6779746 Eff Date: 06/21/2011 Exp Date: 06/21/2012

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ OF	Act Inc Losses	Act Prim Losses
5183	2.48	.24	435,204	10,793	2,590	104774690	9 0	254,509 #	13,500
6204	5.26	.22	182,456	9,597	2,111				
8227	2.54	.21	45,527	1,158	243				
8742	.26	.24	234,068	609	148				
8810	.15	.31	226,465	340	105				
8871	.10	.32	18,200	18	6				
9812	ADDITIONAL PREMIUM			0	0				
Policy Total:			1,141,920	Subject Premium:	49,099	Total Act Inc Losses:		254,509	

14-IOWA Firm ID: Firm Name: CAHOY PUMP SERVICE INC

Carrier: 17426 Policy No. WC3194182 Eff Date: 06/21/2012 Exp Date: 06/21/2013

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ OF	Act Inc Losses	Act Prim Losses
0930	ADDITIONAL PREMIUM			0	0				
5183	2.48	.24	511,869	12,694	3,047				
6204	5.26	.22	124,238	6,535	1,438				
6217	3.35	.22	457	15	3				
8227	2.54	.21	47,493	1,208	253				
8742	.26	.24	279,293	726	174				
8810	.15	.31	338,090	507	167				
8871	.10	.32	760	1					
9812	ADDITIONAL PREMIUM			0	0				
Policy Total:			1,302,200	Subject Premium:	51,744	Total Act Inc Losses:		0	

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* Total by Policy Year of all cases \$2000 or less
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

September 16, 2014

To: City of Grimes

From: Dewayne Dousay, Aaron Voss, Mark Christianson, Jeff Waters, Jake Solsma, Steve Grgurich

O&M Report: September 2014

Water Operation & Maintenance

The electrical equipment has arrived for the Jordan well and the contractor has installed it. The controls and SCADA have yet to be installed. The Jordan well was knocked out of service September 3rd due to a lightning storm. Layne Christenson repaired and well was placed back online on September 15th.

We began taking daily static and pumping levels of the North Well Field on September 9th to determine recharge and recovery rates.

The week of September 2nd, the new well pump and motor were installed in Well No. 100.

On September 3rd, the CL17 chlorine analyzers were repaired and refurbished with all new parts.

SCU No. 1 repair work was completed on September 8th. Three leaking valves were replaced on the sludge blowoff lines.

On September 9th, the City Administrator and two council members toured the Water and Wastewater Treatment Facilities.

Wastewater Operation & Maintenance

Heavy rains on the evening of September 3rd filled the stormwater ponds resulting in the need to bypass on September 4th. IDNR was notified and samples were collected in accordance with IDNR requirements.

Distribution & Collections

Began inspecting and servicing fire hydrants and inspecting manholes in August.

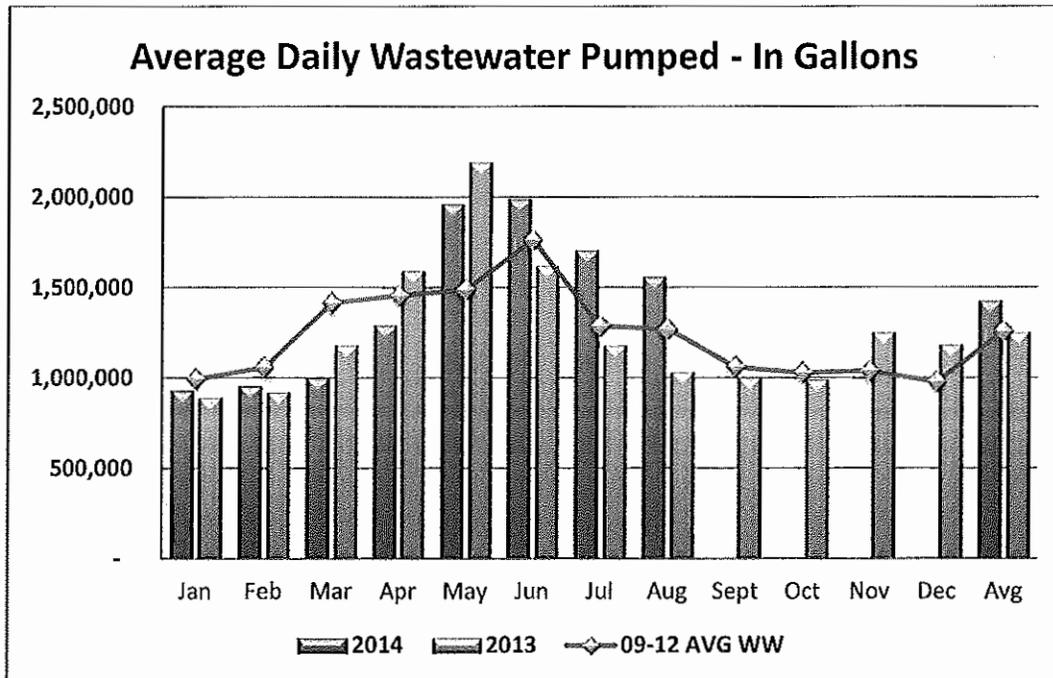
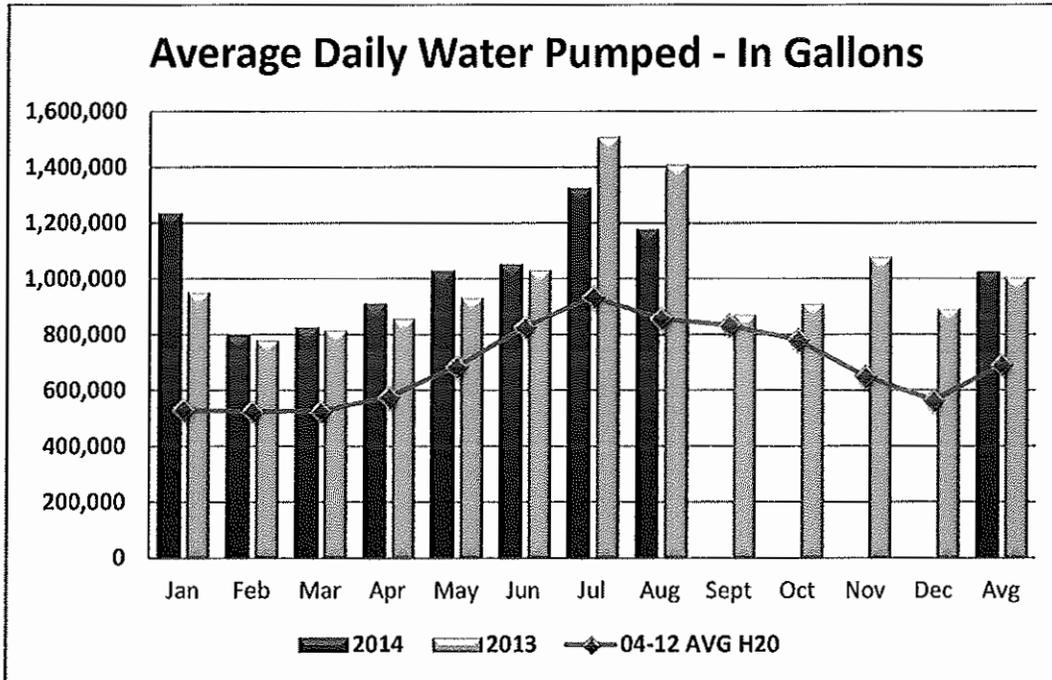


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Aug-14	Jul-14	Aug-13
Water				
Average Daily Pumped	gallons	1,177,000	1,326,226	1,409,000
Maximum Daily Pumped	gallons	1,603,000	1,701,000	1,652,000
Minimum Daily Pumped	gallons	459,000	913,000	840,000
Hardness				
Hardness - Avg Raw	grains	19.34	21.15	26.4
Hardness - Avg Finish	grains	9.46	9.23	9.76
Iron mg/l				
Avg Raw	mg/L	3.59	4.54	6.19
Avg Finish	mg/L	0.21	0.28	0.28
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.6	0.3	0.2
Avg Finish Fl.	mg/L	0.89	0.69	0.72
Wastewater				
BOD		mg/L		
BOD Effluent Avg	mg/L	0	0	0.35
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	4.84	7.7	6.5
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	0	0.26	0.0375
NH3-N Effluent Permit Limit	mg/L	2.6	2.6	2.6
Effluent Flow				
Average Daily	gallons	1,558,194	1,705,000	1,037,000
Maximum Daily	gallons	2,645,000	2,680,000	1,332,000
Minimum Daily	gallons	1,138,000	1,140,000	865,000
Distribution				
Work Orders	#	128	141	
Locates	#	465	481	
Meters Installed				
Residential	#	35	28	
Commercial	#	0	0	
Temp Hydrants	#	2	1	
Disconnect Notices	#	62	70	
Services Disconnected	#	17	16	
Hydrants Inspected/Flushed	#	10	2	
Valves Exercised	#	12	1	
Manholes Inspected	#	17	1	



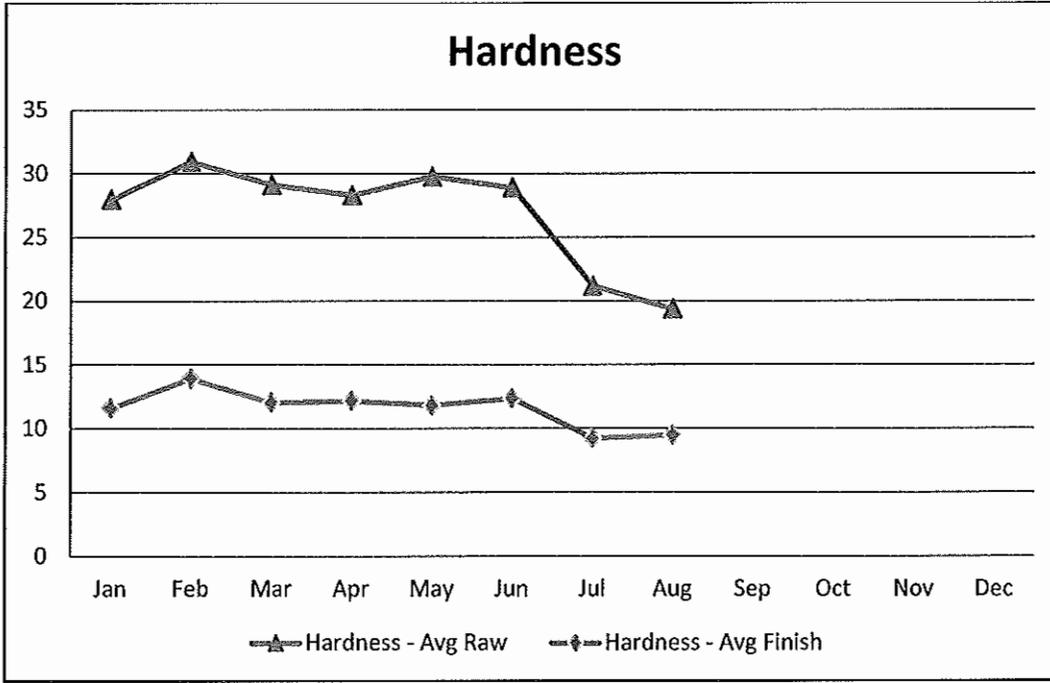
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction



USW

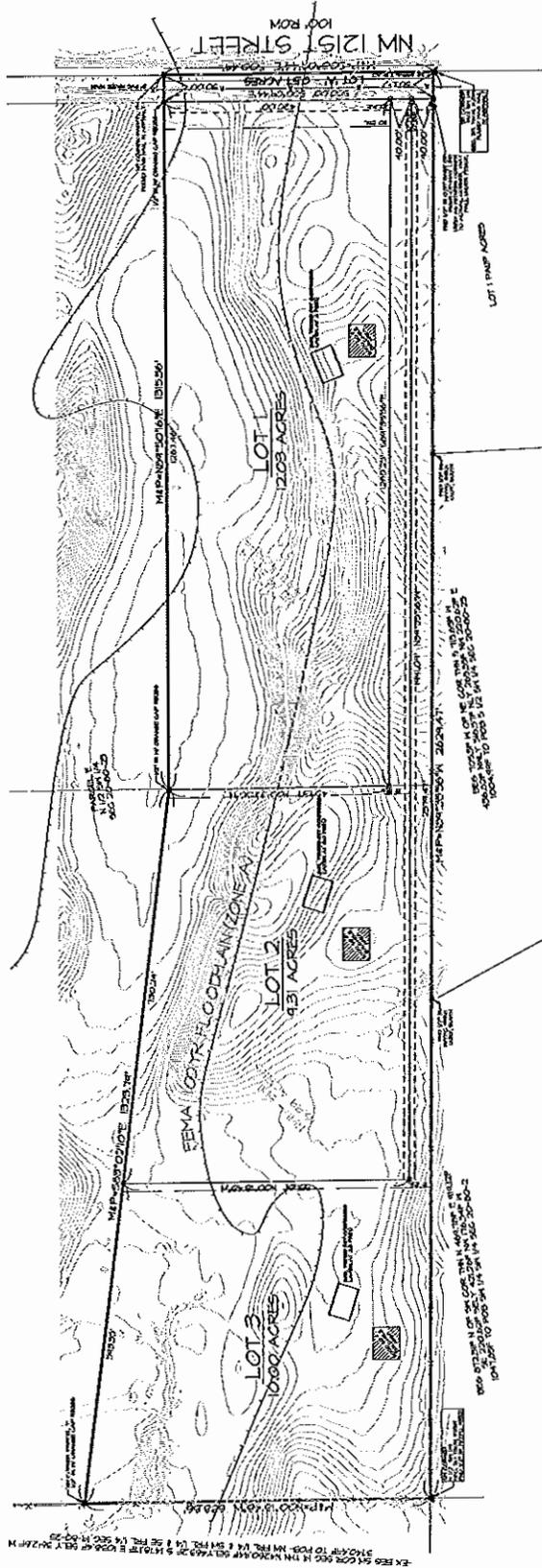
UTILITY GROUP

Water and Wastewater Utility Operations, Maintenance, Engineering, Construction



BRENTON SLOUGH ESTATES PLAT I

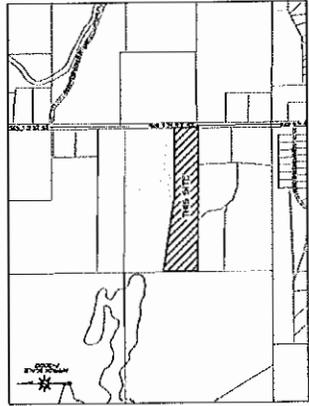
PRELIMINARY PLAT - SHEET 1 OF 1



5205 CALCULATIONS

NO.	DESCRIPTION	AMOUNT	UNIT	TOTAL
1	Lot 1 Area	12.03	Acres	12.03
2	Lot 2 Area	9.31	Acres	9.31
3	Lot 3 Area	10.00	Acres	10.00
4	Total Area	31.34	Acres	31.34

VICINITY MAP



CERTIFICATION

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner.

DATE: 6/27/14

LEGEND

- Proposed Road Right of Way
- Proposed Easement
- Proposed Lot
- Proposed Structure
- Proposed Utility
- Proposed Fence
- Proposed Survey
- Proposed Boundary
- Proposed Contour
- Proposed Flood Plain
- Proposed Waterway
- Proposed Wetland
- Proposed Wetland Buffer
- Proposed Wetland Core
- Proposed Wetland Edge
- Proposed Wetland Interior
- Proposed Wetland Outlet
- Proposed Wetland Inlet
- Proposed Wetland Pond
- Proposed Wetland Stream
- Proposed Wetland Trench
- Proposed Wetland Vernal Pool
- Proposed Wetland Wetland
- Proposed Wetland Waterway
- Proposed Wetland Waterway Buffer
- Proposed Wetland Waterway Core
- Proposed Wetland Waterway Edge
- Proposed Wetland Waterway Interior
- Proposed Wetland Waterway Outlet
- Proposed Wetland Waterway Inlet
- Proposed Wetland Waterway Pond
- Proposed Wetland Waterway Stream
- Proposed Wetland Waterway Trench
- Proposed Wetland Waterway Vernal Pool
- Proposed Wetland Waterway Wetland
- Proposed Wetland Waterway Waterway

AEC COMPANY OF IOWA
 ASSOCIATED ENGINEERING
 2017 Main Street, Ste. 200, Des Moines, IA 50319
 Phone: (515) 281-1000 Fax: (515) 281-1001





COUNTY OF POLK
Public Works Department

5885 NE 14 Street
Des Moines, Iowa 50313
Ph 515.286.3705
Fax 515.286.3437
publicworks@polkcountyiowa.gov
www.polkcountyiowa.gov

September 15, 2014

Subdivision Review: **Preliminary Plat**
Subdivision Name: Brenton Slough Estates Plat 1
Review Date: 9/26/2014

City Hall
City of Grimes
101 N Harvey Street
Grimes, Iowa 50111

Dear Sir or Madam:

Enclosed is copy of the above referenced plat which lies in unincorporated Polk County. Under Section 354.9 of the 2013 Code of Iowa, this plat is subject to your review and approval. Please contact the owner/developer or engineer/surveyor if additional copies of the plat or review fees are required.

Please send our office copies of all comments or correspondence. Our review concludes on the Review Date listed above and any comments you have provided our office by that date will be taken into consideration.

Once the final plat is submitted, an original city council certified resolution which approves this plat, or waives the city's right to review must be sent to: Jeff Rodda, Polk County Auditor's Office, 111 Court Avenue, Des Moines, IA 50309, so that it may be recorded after the Board of Supervisor's action. Please also send a copy of the certified resolution of the final plat to Christopher Viere of our office.

Sincerely,

Christopher Viere
Planner

CC: Bret VandeLune
Robert Rice

Air Quality	Building Inspection	Development Services	Engineering
Planning	Secondary Roads	Utilities	Weed Commission
			Weatherization

CAPITAL CROSSROADS

A VISION FORWARD 

Sept. 2, 2014

Dear Mayor and Council Members:

This fall our communities will begin their second round of collaboration projects through the sponsorship of the Greater Des Moines Partnership's Capital Crossroads project – Governance Capital. As co-chairs of the Governance Capital committee, we are asking once again for your specific endorsement as the second round of projects kicks off.

The first round of collaboration projects was successful in using professional outside support to resolve several perennially troublesome issues, and to avoid duplication of effort in dealing with common challenges. These projects involved the management of storm debris, control of construction in the public right-of-way, fire personnel training and the development of uniform fire codes.

The areas of law enforcement and parks and recreation will be the focus of the second round. Police Chiefs/Sheriffs and Parks and Recreation Directors are invited to join their city/county managers on **September 9 and 23**, respectively, to identify new initiatives and form teams to find the best solutions. Staff from Des Moines Area Community College Business Resources (DBR) will facilitate the work of the teams by planning the meetings, facilitating the discussions, and following up on the actions to be taken. Their work should be completed within a 12-month period.

Support from elected officials for this initiative last time was crucial. City managers and department directors want to know that you support them in investing their time and talent in this regional endeavor. Last time you expressed your support by passing a resolution committing elected officials to a variety of actions. The draft version you were given last time is attached (although the specific resolution you ultimately adopted may look different). We are asking that you review your resolution, and vote to reaffirm your support for it. This action will do much to position the initiative for success as the second round gets underway.

Thank you so much for your support in building the capacity of our local officials to work together to solve problems and achieve results for the benefit of all in central Iowa.

Sincerely,

Bob Andeweg, Mayor of Urbandale
Gretchen Tegeler, President, Taxpayers Association of Central Iowa

Co-chairs, Capital Crossroads, Governance Capital Committee

RESOLUTION OF SUPPORT FOR LOCAL GOVERNMENT COLLABORATION

WHEREAS, local governments in central Iowa have long and positive experience in collaborating with each other in many areas of endeavor including economic development, recreation public safety, and infrastructure and,

WHEREAS, successful collaborations have been based on the concept of mutual benefit, where all parties are better off as a result of the collaborative arrangement, and

WHEREAS, the results of past Intergovernmental collaboration have been better service for citizens and often a reduction in unit costs, and

WHEREAS, efficient and effective government is in the interest of all taxpayers, and

WHEREAS, elected officials have a key leadership role in promoting intergovernmental collaboration, and

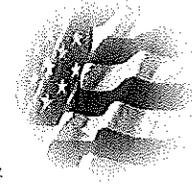
THEREFORE, it is the intent of the Mayor and Council of the City/County of _____ through our leadership, to accelerate the extent and frequency of intergovernmental collaboration for the purpose of improving services for the same or less unit cost.

Now therefore be it resolved that the Mayor and Council of the City/County of _____ commit to the following leadership actions in furtherance of this purpose, to:

1. Direct managers/administrators to participate in regional efforts to identify opportunities for collaboration and partner with other entities to make them successful
2. Include participation in regional collaborative efforts in the managers/administrators' annual goals and as a measure in their annual performance evaluation
3. Direct managers/administrators to provide quarterly reports to their governing bodies on the progress of collaborative efforts
4. Direct managers/administrators to include in annual budgets and financial and management reports progress of collaborative efforts
5. Anticipate and highlight opportunities that emerge in the regular course of business such as key retirements, contract expirations, large equipment purchases, physical facility decisions, or bulk purchases, and require evidence that collaborative opportunities have been explored before approving any such hire, contract or bond;
6. Thoroughly review, evaluate and make an explicit decision on any collaboration opportunity presented from another governmental jurisdiction; and
7. Respond to requests from other regional entities for information on collaborative efforts



Grimes Fire and Rescue Department



Invitation to Bid RESCUE / ENGINE

The City of Grimes, Iowa is seeking bids for a Custom Rescue Engine to be used by the Grimes Fire & Rescue Department. A bid packet may be picked up at: Grimes City Hall, 101 NE Harvey Grimes, Iowa 50111. Bids may also be requested electronically by emailing Deputy Chief Ron Schipper at: ron.schipper@mchsi.com.

The last day to receive bid packets will be the end of business day, Wednesday, September 24, 2014. Sealed bids will be received until 3:00PM, Friday, October 31, 2014 at Grimes City Hall. **BIDS RECEIVED AFTER 3:00PM, Friday, October 31, 2014 WILL NOT BE CONSIDERED.**

Bid shall be submitted in a sealed envelope and clearly marked, "Fire Truck Sealed Bid- Do Not Open".

All bids will be opened at 3:30PM, Friday, October 31, 2014, in the city council chambers at Grimes City Hall. Bids shall be publicly opened and read aloud in the presence of one or more witnesses. The amount of each bid, together with the name of each bidder, shall be recorded. The Grimes Fire Department reserves the right to reject any or all bids and to waive minor deficiencies, informalities, and technicalities, when, in the judgment of the Chief, the best interests of the City would be served.

The City will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The City reserves the right to declare such a bid as non-responsive. Sealed bids may be hand delivered to the designated location.

The city is not liable for any cost incurred by any bidder, or selected contractor, prior to the execution of a contract. Bids submitted shall be binding for sixty (60) calendar days following the bid opening date, unless extended by mutual consent of all parties.

Inquiries / clarification requests may be submitted via email (ron.schipper@mchsi.com.) or by letter to:
Apparatus Committee

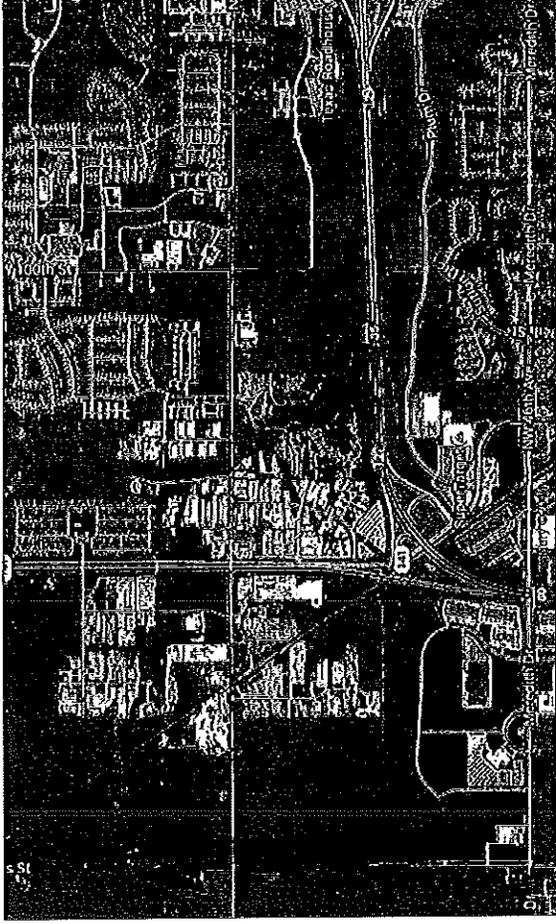
Grimes Fire & Rescue Department
101 NE Harvey
Grimes, Iowa 50111

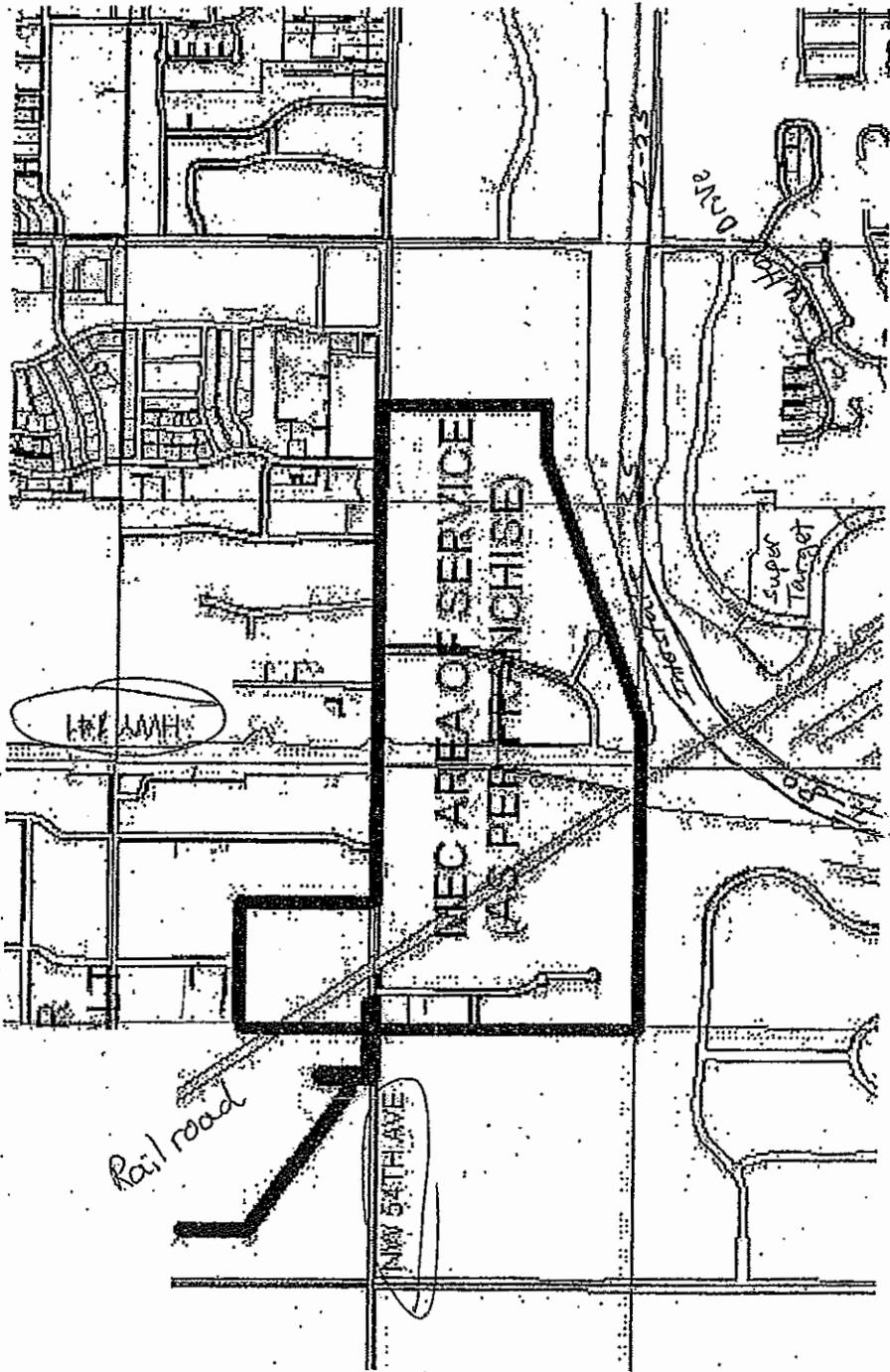
Responses to written inquiries will be available up to one (1) week prior to the bid closing date/time in order to allow bidders time to evaluate the responses. Any and all responses to written inquiries will be sent to all parties that have requested bid packets. If bid pack was distributed digitally, the contact person and address will be used for inquiry updates unless information on record is requested to be updated.

In the case that the lowest bid exceeds the available funds of the City, The City reserves the right to negotiate with the apparent low bidder to obtain a contract price within available funds.

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.





ORDINANCE NO.636

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. If the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City shall select said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be

relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees at its cost or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities as may be required by Sections 3, 4, 5, 6 and 7 of this Ordinance, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or

maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, the City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. Pursuant to the tariff, there is hereby imposed upon the Company a franchise fee of _____ percent (___ %) upon gross revenue of the Company, minus uncollectible accounts, derived from the distribution, transmission and retail sale of natural gas by the Company to customers within the corporate limits of the City. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. The City may, as allowed by Iowa law, exempt customers of sales from imposition of the franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions in compliance with Iowa law and Section 17 of this ordinance. The City does therefore exempt the customer classes in Section 14 from paying franchise fees.

- **Customer classes exempted by the City at time of imposing a franchise fee percentage greater than zero (0) percent:**

Section 16. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 17. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than 60 days after receiving annexation ordinances from the City.

Section 18. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than sixty (60) days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June

- July, August and September, and
- October, November and December

MidAmerican shall provide City with notice at least 30 days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell natural gas at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling natural gas at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of natural gas within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefor under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme

Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.

2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. Upon implementation of a franchise fee the City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge Company right of way management fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be 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 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ___th day of _____ 2014.

CITY OF GRIMES, IOWA

By: Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk



ORDINANCE #634

AN ORDINANCE ADDING CHAPTER 27 FOR THE ESTABLISHMENT OF A TREE BOARD

SECTION 1. Purpose. The purpose of this Ordinance is to add Chapter 27 Tree Board to the Grimes Code of Ordinances.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 27 shall be added and will read as follows:

CHAPTER 27

TREE BOARD

<u>27.01 Board Created</u>	<u>27.05 Meetings and Reports</u>
<u>27.02 Organization</u>	<u>27.06 Duties</u>
<u>27.03 Election of Officers</u>	<u>27.07 Written Reports</u>
<u>27.04 Powers and Duties of Officers</u>	<u>27.08 Tree List and Tree Guidelines</u>

27.01 BOARD CREATED. A Tree Board is hereby created to accomplish the following purposes:
(A) Serve in an advisory capacity to the city council, regarding the growth and development of the tree programs in the City of Grimes.

(B) Recommend to council programs, policies and ordinances that will benefit and promote the standards necessary to become a Tree City USA.

(C) Seek to promote close cooperation between the city and all private citizens, institutions, agencies and associations interested in the establishment of a healthy balance of different types of trees and the benefit of trees in the improvement of the natural environment.

27.02 ORGANIZATION.

1. The Board shall consist of seven (7) members appointed by the Mayor, five of which shall be qualified electors of the city, the Park & Recreation Director or his/her designee and one person with specific expertise in the area of tree care and maintenance (Arborist) or his/her designee for overlapping four-year terms with the expiration of the terms staggered for a four-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor and the Board members so appointed shall serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.

2. Qualifications are that the Board Members are required to possess a vital interest in the care and maintenance of trees by application for the position and recommendation by a citizen of Grimes.

3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.

4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the City Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

27.03 ELECTION OF OFFICERS.

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.

2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.

3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

27.04 POWER AND DUTIES OF OFFICERS.

1. Chairperson. The duties of the Chairperson shall be:

A. To preside over all meetings of the Board.

B. To call special meetings.

C. To represent or designate a representative of the Board at public affairs.

D. To act as the liaison between the Board and the City Council.

E. To vote only in the case of a tie.

2. Vice Chairperson. The duties of the Vice Chairperson shall be:

A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.

B. To vote on Board action.

C. To perform other duties as assigned.

3. Secretary. The duties of the Secretary shall be:

A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.

B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.

C. To notify Board members and others entitled to be informed of any special meetings.

D. Other duties as assigned.

27.05 MEETINGS AND REPORTS.

1. Regular meetings of the Board shall be at monthly intervals.

2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than one (1) day notice of such meeting.

3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.

4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the City Council.

5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (four members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

27.06 DUTIES. The Board shall have the following powers and responsibilities:

(1) The Tree Board shall have the authority to establish certain guidelines for the care, preservation, trimming, planting, replanting, removal, or disposal of trees and other landscape plantings within street rights-of-way, parks and public places to ensure safety and to preserve and enhance the aesthetics of such public places. The guidelines developed by the Tree Board will be presented to the City Council and upon acceptance and approval shall constitute the official guidelines for the City. The Tree Board, when requested by the Council or as needed, shall review and update these guidelines and make findings and recommendations to the Council for their consideration. Should a dispute regarding the applicability of the guidelines to a

particular situation arise, the aggrieved party shall have thirty days to appeal the decision of the Tree Board to the Council.

(2). The Tree Board shall serve as an advisory resource for City officials and staff, and for the community at large, by providing information, education, recommendations and support to promote practices which will lead to a healthy urban forest (both public and private) and desirable public landscaping throughout the City.

(3) In accordance with the administrative policies and procedures established by the city administrator, the Tree Board may solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either operating expenses or purchase of materials, buildings or property.

(3) The Tree Board shall, with the approval of the city administrator, on behalf of the council, coordinate community tree maintenance activities that employ the leisure time of the citizenry in a constructive and wholesome manner.

(4) The Tree Board shall prepare, submit and review on an annual basis with the city administrator, recommendations to the council for a five-year capital improvements plan.

(5) The Tree Board shall submit on October 1 of each year a progress report to the city council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of the Tree Board officers.

(6) The Tree Board, at the direction of the city council, shall study, hold public hearings and submit reports on any topics pertaining to tree development planning that the city council deems appropriate.

(7) The Tree Board shall forward recommendations to the city administrator, on behalf of the council, with regards to the tree plantings in the right or ways.

(8) The Tree Board shall ensure that the City of Grimes has qualified for and maintains the designation of Tree City USA with the initial designation being no later than January of 2016.

(9) The Tree Board shall develop and maintain a tree inventory of all of the species of trees in the City of Grimes

(10) The Tree Board shall develop an Emerald Ash Borer mitigation plan and proposed budget. Said plan and budget shall be submitted to the City Administrator for review and consideration by the Grimes City Council. Said initial plan shall be developed no later than March of 2015.

(11) The Tree Board shall develop an Urban Tree Management Plan for the City of Grimes. Said initial plan shall be developed no later than October of 2015.

27.07 WRITTEN REPORTS. The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

27.07 TREE LIST. It shall be the duty and responsibility of the City Tree Board to establish a list of acceptable tree species to be planted in the public right-of-way and to provide such list to the Clerk for public inspection and copying. The Board shall have the authority, from time to time, to update and amend said list.

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

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

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

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

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

THE CITY OF Grimes, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors, hereinafter referred to as the "County", and the City of Grimes, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective July 1, 2014, upon its approval and execution by the parties, and shall remain in effect until June 30, 2014 unless either party terminates following the procedures detailed in Paragraph 10.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the City are listed in Attachment C.
6. Attachment D is an exemption for non-domesticated, exotic and dangerous animals.
7. Attachment E is a detailed fee schedule. Annually, on or about May 1, the County will forward the calculated rates to the City, which will become effective July 1 of the same year.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. The Polk County Sheriff's Office shall administer performance of this Agreement for Polk County.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of

termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the agreement.

11. In the event of a breach by any entity of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the Office of the Polk County Auditor and in the office of the City Clerk.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

_____ day of _____ 2014

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Grimes has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by the City of Grimes, Iowa

_____ day of _____ 2014

City of Grimes

Attest _____
City Clerk Rochelle Williams

Mayor Thomas M. Armstrong

ATTACHMENT A

The purpose of this Agreement is to provide for Polk County to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

ATTACHMENT B

Duties of the County

Polk County, shall respond only to calls dispatched from the Polk County Sheriff's Dispatch (Dispatch) requesting retrieval and impoundment of abandoned or at-large animals described by the Persons Authorized by the City or requesting retrieval of animals then in the custody of City employees. The County will transport any animals retrieved within the limits of the City to the Polk County holding facilities of the Animal Rescue League of Iowa, Inc. (the "League").

The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office for the purpose of attempting to locate and capture the animals complained of, and retrieval and impoundment of the animals. The County shall not be responsible for overall enforcement of any state law or regulation applicable within the corporate boundaries of the City, nor for enforcement of any animal control ordinance, rule or regulation of the City. The County will make a reasonable attempt to locate, retrieve or impound particular animals. The parties agree that the County may not be able to locate, retrieve or impound the particular animal. The County will not be responsible for the care, treatment or ultimate disposition of any animal delivered to the League holding facilities. The County will inform the League to follow any written instructions received from the City with respect to animals transported from within the City's corporate limits and absent such instructions, to treat any such animal the same as a comparable animal captured in an unincorporated area of the County, however, the County will not be responsible for the failure of the League to follow any such instructions.

Additionally, the County will, on behalf of and as agent for the City, receive from and pay to the League bills for acceptance, boarding and other services provided to animals picked up by Polk County animal control staff, within the corporate limits of the City. The City acknowledges that the amounts of such fees are established by negotiation with the League, are not wholly within the control of the County, and may vary from time to time during the term of this Agreement with no prior notice to the City. The rate per animal charged the City will not exceed

the rate per animal which the County pays for comparable animals picked up in an unincorporated area of the County.

The County will bill the City on a monthly basis for services provided hereunder. Bills will detail the number of trips and any unbilled charges of the League, or another facility pursuant to Attachment D, and shall specify the total amount due the County.

ATTACHMENT C

DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office. If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, only the drive time and mileage fees are applicable during normal working hours. Normal working hours are defined as Monday-Friday, 8:00am-4:00pm, excluding holidays.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

ATTACHMENT D

Non-Domesticated Animal Exemption

The parties understand that the League may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated animals and those animals considered dangerous or exotic. The County will not pick up unacceptable animals except in instances where police believe an emergency situation exists. If a City Official believes an emergency exists, the Official shall inform Dispatch of the emergency situation prior to the dispatch of Animal Control Officers. An emergency call received by Dispatch shall authorize pick up without prior agreement on disposition and if the pick up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. The City agrees to reimburse the County for all costs incurred by the County, for acceptance, boarding and other services provided by any facility chosen pursuant to this paragraph. The City shall pay Polk County a personnel and vehicle fee, as described in Attachment E, on a monthly basis. For the purpose of this agreement, dead animals do not constitute an emergency situation. In addition to the personnel and vehicle charges, a fee will be required for the pick-up of dead animals, as described in Attachment E. Dead or injured deer will be the responsibility of the City.

ATTACHMENT E

FEE SCHEDULE

The city shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$96.64 for each dispatched call during regular hours

\$112.73 for each dispatched call after regular hours at the time and one half rate

\$138.07 for each dispatched call after regular hours on Sunday and holidays at the double time rate

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D. This fee will adjust based on action by the League.

The above charges represent the calculated costs for the period July 1, 2014 to June 30, 2015. Each year the chargeable rates will reflect annually calculated costs. Calculated costs include the following: Animal Control Officer, accounting, supervision, administrative support & supplies, mileage, vehicle equipment & depreciation. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.

ORDINANCE NO.635

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, AN **ELECTRIC SYSTEM** AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called the "Company," and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be done in accordance with current nationally accepted safety and utility industry standards and federal and state law, rules and regulations.

Section 5. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street

or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley of such street or alley. The City and the Company shall work together to develop a suitable alternative route or construction method so as to eliminate or minimize the cost and expense to the company of relocation of company installations. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of the relocation plan and profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and the Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the condition as existed prior to the Company excavation. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition required for the City to comply with city, state or federal rules, regulations or law. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 8. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten (10) years.

Section 9. Pursuant to relocation of Company facilities as may be required by Sections 3, 5, 6, 7 and 8, if the City orders or requests the Company to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way. The Company and City recognize the information provided will, under current Iowa law, constitute public records, but that nonetheless, some information provided will be confidential under state or federal law or both. Therefore, the City shall not release any information with respect to the location or type of equipment which the Company owns or controls in the right of way which may constitute a trade secret or which may otherwise be protected from public disclosure by state or federal law. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 12. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 13. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company's tariff and made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Company receiving service, pursuant to the Tariff, located within the corporate limits of the City and remitted by the Company to the City, a franchise fee of _____ percent from each customer of the gross

receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of electric energy to customers within the corporate limits of the City;

Section 15. The City may, as allowed by Iowa law, exempt customer classes of sales from imposition of the franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions to customer classes in compliance with Iowa law and Section 16 of this ordinance. The City does therefore exempt the customer classes or customer groups shown below franchise fees.

- **Customer classes initially exempted by the City: City Accounts**

Section 16. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than 60 days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 17. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following 90 days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 18. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting

franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June
- July, August and September, and
- October, November and December

The Company shall provide City with notice at least thirty (30) days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell electricity at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling electricity at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of electricity within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of

final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefore under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.
2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A Party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be 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 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this

ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of the Company's acceptance. In the event that the Company does not file its written acceptance of this ordinance within 30 days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior electric franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2014.

CITY OF GRIMES, IOWA

By:

Thomas M. Armstrong, Mayor

ATTEST:

(OFFICIAL SEAL)

Rochelle Williams, City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk