



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING**

Grimes City Hall

101 NE Harvey Street

March 10, 2015 at 5:30 pm

**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  
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. 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 February 24, 2015
  - B. Vessco Redundant Chlorine Feed System \$6,743. (treat excessive ammonia levels in the Jordan Well)
  - C. Meadowlark Place Apartments II Storm Water Management Facility Maintenance covenant and Permanent Easement Agreement
  - D. Change Order 6 C.L. Carroll Co. Inc. for the ASR Well No. 1 Well Pump and Control Building Improvement to revise ASR I/R piping and chemical injection points, relocate four (4) disconnects, and relocate PH and Chlorine Analyzer Sampling Points
  - E. Lien on Property at 509 NW Calista Court for stopbox repair
  - F. John Deere 950M Riding Mower \$8713.15 with trade of \$5500 for net of \$3,215.15 (replacing current mower)
  - G. John Deere 1585 Font Deck with Cab - \$31,843.01 trade in of \$12,000 net cost \$19,843.01 (replacing mower with year rounds use front wheel drive)



*101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846*

- H. Attachments to John Deere 1585 62" rear discharge mower \$3,214.80 and 60" hydraulic angling blade \$1,482
- I. Resolution 03-0115 Setting Date of April 14, 2015 for Public Hearing on Urban Renewal Plan (resetting hearing)
- J. Resolution 03-0215 Authorizing City to Issue Quit Claim Deed to Former City Alleyway Property Abutting 509 N Main Street (this alley transfer was never filed back in 1992 and property if being sold)
- K. Set a Bid Date of April 8, 2015 at 10 am and Set a Public Hearing and Action for City Council on April 14, 2015 for the North Sports Complex Fencing Improvements
- L. Set a Bid Date of April 8, 2015 at 10:30 am and Set a Public Hearing for City Council on April 14, 2015 For the Highway 141 Sanitary Sewer Improvement
- M. Pay Request 6 C.L. Carroll Co Inc. for the ASR Well #1 Well Pump and Control Building Imp. - \$150,938.04

5. Fire Chief Report

6. Patrol Report

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

- A. Public Hearing for the 2015-2016 City Budget
- B. Approval of 2015-2016 City Budget
- C. Public Hearing for the 2014-2015 Budget Amendments
- D. Resolution 03-0315 Approving the Amendment for the 2014-2015 Budget Amendment
- E. Public Hearing and Action on a request from Diligent Kennybrook LLC to change the Grimes Land Use Plan and rezone Kennybrook South which consists of 18.52 acres from a PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential
- F. Heritage - Preliminary Plat 2
- G. Autumn Park- Preliminary Plat 6
- H. Crossroads Business Park – Preliminary Plat 6
- I. Canoyer Gardens Expansion – Site Plan
- J. Gateway Corner- Site Plan
- K. Public Hearing On Proposal On Entering a General Obligation Loan Agreement
- L. Resolution 03-0415 Authorizing A Loan Agreement And The Future Issuance of General Obligation Corporate Purpose Bonds and Providing for the Levy of Taxes to Pay the Same

**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 Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846*

## **COUNCIL ACTIONS**

- A. Discussion of Thieleke Property for possible assessment as part of NW 70<sup>th</sup> Street
- B. 28 E Metro Home Improvement Agreement

## **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, February 24, 2015  
**Grimes City Hall 5:30 P.M.**

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, February 24, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong.  
Roll Call: Present: Bickford, Blackford, Evans, Altringer and Patterson

**GENERAL AGENDA ITEMS.**

**APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda.

Moved by Evans, Seconded by Blackford; the Agenda shall be approved.

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

**Approval of the Consent Agenda**

A. Minutes from February 10, 2015 Meeting B. Alcohol License Renewal Gortz Haus Class C Liquor License  
C. Refund Application on Alcohol License to The Radish - \$154.38 D. Central Iowa Mechanical -- preventative maintenance per contract at GCC - \$2,580 F. Heiman Fire Equipment -Thermal Imager and accessories for Fire Department - \$7,750 G. Resolution 02-0315 Increasing Rates for Ambulance Service Fees H. File Lien for Stop Box Repair - \$663. I. Award City of Grimes Mowing Contract to Bridges Lawn and Landscape, LLC J. Award Contract to TRUGREEN for Grounds Maintenance K. Pay Request 10 to Layne Christensen for the Jordan Well - \$4,812.98 L. Finance Reports July–December 2014 M. Finance Report for January 2015 N. Resolution 02-0415 Setting Date of March 10, 2015 for Hearings and Additional Action on General Obligation Loan Agreements O. Resolution 02-0515 Setting Date of March 24, 2015 for Public Hearing on Urban Renewal Plan Amendments P. Sandry Fire Supply- Gear Rack for Fire Department - \$2,937.65 Q. Claims dated February 23, 2015 in the amount of \$253,088.43

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

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

**US Water Report**

Aaron Voss of US Water was present to update the Council on the water and wastewater plants. Voss reviewed maintenance that was been done on the plants the month of January. He advised that at the end of the month they were injecting 500 gallons per minute of water into the ASR for storage to be used when water demands are high which is generally in the summer. Voss added that this was reduced to 350 to 400 gallons per minute recently. He stated their hope is to have 40 to 50 million gallons in the ASR this next year. Voss also reviewed the hardness concerns with the water and how they were working with FOX. City Administrator Brown added that they will work through this concern with a hydrogeologists to evaluate the current systems and determine what feasibly can be done and what the long term solutions will be to aide them in a course of action with the plants. She added a newsletter will be sent out with the March water bills giving further information. Council Member Patterson thanked Brown for the information that was being provided in the newsletter to the residents.

Mayor Armstrong asked for a motion to move Item C under Council Actions up so as to accommodate the engineer who had another meeting to attend tonight.

Moved by Patterson, Seconded by Blackford; Item C under Council Actions shall be moved up in the agenda.

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

**C. Second Reading on Ordinance 643 to rezone parcel known as Grimes Industrial Development 76.596 acres from A-1 Agricultural District to M-1A Commercial Limited Light Industrial District and a request for future land use currently shown as MU-1 Mixed Use and GWY (Greenways) be revised to MU-2 Mixed Use to allow for light industrial uses**

Eric Cannon of Snyder and Associates, 2727 SW Snyder Blvd. Ankeny, Iowa was present representing Grimes Industrial Development. Cannon advised that extension of SE Little Beaver road would be addressed during the preliminary platting process.

Moved by Patterson, Seconded by Blackford; the Second Reading on Ordinance 643 to rezone parcel known as Grimes Industrial Development 76.596 acres from A-1 Agricultural District to M-1A Commercial Limited Light Industrial District and a request for future land use currently shown as MU-1 Mixed Use and GWY (Greenways) be revised to MU-2 Mixed Use to allow for light industrial uses.

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

Moved by Patterson Seconded by Blackford; the Third Reading for Ordinance #643 shall be waived.

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

Moved by Patterson, Seconded by Blackford; the Final Passage of Ordinance #643 shall be approved.

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

### **PUBLIC AGENDA ITEMS**

**A. Request from Diligent Kennybrook LLC to rezone Kennybrook South which consists of 18.52 acres from a PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential to refer onto Planning and Zoning for a Public Hearing and Action on March 3, 2015 at 5:30 pm. and Public Hearing and Action by City Council on March 10, 2015 at 5:30 pm. (this will allow for the construction of a townhome development)**

Moved by Evans, Seconded by Patterson; the request form Diligent Kennybrook LLC to rezone Kennybrook South which consists of 18.52 acres from a PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential to refer onto Planning and Zoning for a Public Hearing and Action on March 3, 2015 at 5:30 pm and a Public Hearing and Action by City Council on March 10, 2015 at 5:30 pm shall be approved.

Bruce Schmiedlin addressed the Council with concern over drainage in the area. Mayor Armstrong advised that these concerns would be addressed during the site plan reviews.

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

### **COUNCIL ACTIONS**

**A. Second Reading of Ordinance # 641 to rezone .200 acres at 500 NE Main Street from M-3 Heavy Industrial District to R-2 Single and Two Family Dwelling District**

Moved by Patterson, Seconded by Altringer; the Second Reading of Ordinance #641 to rezone .200 acres at 500 NE Main Street from M-3 Heavy Industrial District to R-2 Single and Two Family Dwelling District shall be approved.

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

Moved by Patterson, Seconded by Blackford; the Third Reading for Ordinance #641 shall be waived.

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

Moved by Blackford, Seconded by Patterson; the Final Passage of Ordinance #641 shall be approved.

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

**B. Second Reading on Ordinance 642 to rezone Outlot Y, Destination Ridge Plat 1, consisting of 31.292 acres- requesting 19.4 from R-3 Multi Family Dwelling District and 11.9 acres from C-2 Commercial District to the northern portion of the site to R-3 Multi Family Dwelling District**

Moved by Patterson, Seconded by Bickford; the Second Reading of Ordinance 642 a request from Edward Rose Properties, Inc to rezone Outlot Y, Destination Ridge Plat 1, consisting of 31.292 acres- requesting 19.4 from R-3 Multi Family Dwelling District and 11.9 acres from C-2 Commercial District to the northern portion of the site to R-3 Multi Family Dwelling District shall be approved.

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

Moved by Blackford, Seconded by Bickford; the Third Reading for Ordinance #642 shall be waived.  
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Moved by Patterson, Seconded by Bickford; the Final Passage of Ordinance #642 shall be approved.  
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

**(moved to earlier in meeting)**

**C. Second Reading on Ordinance 643 to rezone parcel known as Grimes Industrial Development 76.596 acres from A-1 Agricultural District to M-1A Commercial Limited Light Industrial District and a request for future land use currently shown as MU-1 Mixed Use and GWY (Greenways) be revised to MU-2 Mixed Use to allow for light industrial uses**

#### **PUBLIC FORUM**

No one addressed the Council.

#### **COUNCIL DISCUSSIONS**

##### **Mayors Report**

No Report

##### **City Attorney Report**

No Report

##### **City Engineer Report**

No Report

##### **City Staff Report**

No Report

##### **Old Business**

##### **New Business**

##### **Recess Open Session**

Mayor Armstrong asked to recess open session at 5:55 pm.

##### **Reconvene Open Session**

Mayor Armstrong reconvened open session at 6:11 pm.

**Resolution 02-0215 providing for Closed Session ref 21.5 1 (j) to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.**

Moved by Altringer, Seconded by Bickford; the City Council shall go into closed session under Resolution 02-0115 providing for closed session ref 21.5 1 (j) to discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property and 21.5 1 (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

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

#### **10. Rise from Closed Session**

Moved by Blackford, Second by Evans; the City Council shall rise from Closed Session at 6:55 pm.  
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

**11. Reconvene Open Session**

Moved by Blackford, Seconded by Bickford; the City Council shall reconvene to Open Session.  
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

**12. Open Session – cont**

**13. New Business – cont**

**14. Approval of Purchase Agreement**

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

**15. Authorizing Mayor Armstrong to sign purchase agreement**

Moved by Altringer, Seconded by Bickford; Mayor Armstrong shall be authorized to sign the Offer to Purchase.  
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Moved by Altringer; Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:57 p.m.

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

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

\_\_\_\_\_  
Thomas M. Armstrong, Mayor



A Process Equipment Company  
Minneapolis, MN • Ames, IA

February 27, 2015

US Water Corp.

Attn: Andrew Wood

Subject: Chlorine room additional components

Dear Andrew,

Thank you for inquiring about some additional gas chlorine equipment for the Grimes Water Treatment Plant. Below is our quote for the components you will need to run on two banks of two cylinders. For reference, this equipment is the same design that you currently have, so they will work together properly.

**Chlorine Equipment:**

One (1) Force Flow GR150-2 Dual cylinder Scale

Two (2) Evoqua 200 ppd Vacuum Regulators

One (1) Remote Automatic switchover unit.

Tube and fittings for Vacuum Regulators to tie into the existing supply line to the rotometer

Startup (1 day)

Freight

Sell Price is \$6,743.00

Please let me know if you have questions.

Sincerely,

Jon P. Harger  
Vice President

GENERAL TERMS AND CONDITIONS

1. **Equipment Sale.** VESSCO offers to sell to Customer the equipment, including installation and/or startup services, if any, described in VESSCO'S Proposal (collectively, the "Equipment"), subject to the terms and conditions set forth herein. This offer is conditioned upon Customer's assent to the exclusive applicability of these terms and conditions. No additional, different or inconsistent terms set forth in any purchase order or other document of Customer shall be binding on VESSCO, unless otherwise expressly agreed to in a writing signed by VESSCO.
2. **Payment.** Customer shall pay to VESSCO the full purchase price for the Equipment in the amount and subject to the payment terms set forth in VESSCO'S Proposal. All amounts referred to herein are denominated and shall be paid in U.S. Dollars. Unless otherwise stated in VESSCO'S Proposal, prices are F.O.B. shipping point and payment terms are net thirty (30) days from date of VESSCO'S invoice. Payments received after the due date shall bear interest at the rate of 1-1/2% (or the highest rate permitted by law, if less) for each month or portion of a month until paid. Customer shall reimburse VESSCO for all costs, including reasonable attorneys' fees, incurred by VESSCO to enforce Customer's payment obligations.
3. **Security Interest.** Customer grants VESSCO a security interest in Customer's interest (if any) in the Equipment (and any attachments, additions or improvements and proceeds) to secure Customer's payment obligations hereunder, whenever arising. Customer shall execute financing statements and take all other acts requested by VESSCO to perfect, maintain and evidence such security interest.
4. **Taxes, Customs and Charges Unless Otherwise Specified in VESSCO'S Proposal.** Customer shall pay for all sales, use, value-added and other taxes, levies, duties and tariffs, permit or license fees or other governmental charges relating to or incurred in connection with VESSCO'S performance hereunder or imposed on the manufacture, storage, sale, transportation, import, export, delivery, use or consumption of the Equipment. Despite the foregoing if VESSCO is required, due to Customer's failure or otherwise, to make any such payments, Customer shall immediately reimburse VESSCO therefor.
5. **Shipment and Delivery.** Delivery of the Equipment shall be made in material compliance with the schedule set forth in VESSCO'S Proposal. Unless otherwise specified in VESSCO'S Proposal, VESSCO shall pack, crate, label and ship the Equipment in accordance with its customary methods. Delivery of each item of equipment included in the Equipment shall be complete upon tender of the Equipment to the carrier, F.O.B. shipping point, whereupon title and risk of loss of the Equipment shall pass to Customer. Unless specified otherwise in VESSCO'S Proposal, Customer shall be solely responsible for unloading, storing, assembling and installing the Equipment.
6. **Ownership of Design Materials.** All manufacturing devices, drawings, specifications, designs, plans, computer programs and other documents, information or data prepared by VESSCO in connection with its performance hereunder, and all related intellectual property rights, shall be VESSCO'S property. VESSCO hereby grants to Customer a non-exclusive, non-transferable license for Customer to use any such information for Customer's use, maintenance or repair of the Equipment. In no case shall Customer provide such information to third parties without VESSCO'S prior written consent.
7. **Changes in the Scope of the Work.** No change in the scope of the work set forth in VESSCO'S Proposal shall be implemented unless Customer and VESSCO agree in a writing signed by both parties as to the nature of the change and its price and schedule impact.
8. **Waiver of Claims.** Notwithstanding anything else herein, VESSCO and Customer waive all claims against each other (and against each other's affiliates, (sub)contractors, vendors, employees, agents and representatives) for loss or damage to any of their respective property.
9. **Warranty.** (a) VESSCO warrants to Customer that the Equipment will conform to the specifications or description set forth in VESSCO'S Proposal and will be free from defects in material and workmanship for a period of twelve (12) months after installation or eighteen (18) months after final shipment, whichever is shorter (the "Warranty Period"). The foregoing warranties are conditioned upon Customer's (a) giving VESSCO notice of the defect within thirty (30) days after Customer discovers or should have discovered such defect and, in any event, within thirty (30) days after the end of the Warranty Period, and (b) keeping adequate records to establish it has operated and maintained the Equipment in accordance with VESSCO'S instructions and has not undertaken any repair or alteration of the Equipment without VESSCO'S consent, and (c) not being in default of any payment obligation to VESSCO. The foregoing warranties shall not apply to normal wear and tear, decomposition by chemical action, wear caused by the presence of abrasive materials or damages caused in transit or by misuse, neglect, accident, improper installation, negligence or abuse or by abnormal conditions of temperature, moisture or dirt. **THE WARRANTIES SET FORTH IN THIS SECTION ARE VESSCO'S SOLE AND EXCLUSIVE WARRANTIES. VESSCO MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION.**  
  
(b) Within a reasonable period after receipt of timely notice of a breach of the foregoing warranty, VESSCO shall, at its sole option, either (i) repair or replace such defective Equipment or (ii) refund the amount paid for the defective Equipment (or issue a credit for any such unpaid amount). The foregoing shall be Customer's sole remedy for breach of warranty. If VESSCO determines any claimed defect is not covered by the foregoing warranty, Customer shall pay VESSCO the customary charges of VESSCO then in effect for any repair or replacement effected by VESSCO.
10. **Backcharges.** Without exception, VESSCO will not be responsible for any backcharges unless a written request is submitted to, and approved in writing by, VESSCO prior to work being performed or any cost being incurred. Any such request must be submitted at least three (3) working days before such approval is required to permit VESSCO to conduct a site visit or such other investigation as it may deem appropriate.
11. **Indemnification.** (a) VESSCO shall release, hold harmless, indemnify and defend Customer from and against any liability, claim or cause of action incurred by Customer as a result of third party claims for personal injury or damage to tangible property, if caused solely by the negligence of VESSCO or any of its employees, subcontractors or suppliers in the performance of VESSCO'S obligations hereunder.  
  
(b) VESSCO shall release, hold harmless, indemnify and defend Customer from and against all judgments, decrees and reasonable costs resulting from any apparatus claims of U.S. patents issued at the time of this offer, provided such infringement is based exclusively on products designed and manufactured by VESSCO. In satisfaction of such obligation, VESSCO may, at its option and expense, (i) modify or replace all of the infringing part of the Equipment so that it is no longer infringing, (ii) procure for the Customer the right to continue using the Equipment, or (iii) remove the Equipment and refund the purchase price to the Customer.  
  
(c) Customer shall release, hold harmless, indemnify and defend VESSCO from and against any liability, claim or cause of action relating to (i) the design of the Equipment or any containers in which it is shipped, to the extent made pursuant to Customer's design or specifications, (ii) the environmental and other conditions of Customer's premises, or (iii) Customer's negligence or breach of its obligations hereunder.  
  
(d) Any claim for indemnification under this Section 11 shall be subject to the following: (i) claim therefor must be made within thirty (30) days after the end of the Warranty Period; (ii) the claimant must provide reasonable cooperation in the defense thereof; and (iii) the indemnifying party shall have sole authority for the direction of the defense and the negotiation of any compromise or settlement; provided that the claimant may monitor such matters through counsel of its choice at its own expense. The provisions of this Section 11 shall survive termination of this agreement.

12. **Force Majeure.** A "Force Majeure Event" shall mean any event, condition or circumstance which is beyond VESSCO'S reasonable control, including without limitation, acts of God, casualties, epidemics, civil disturbances, war, riots, sabotage, accidents, thefts, changes in law or other acts of governmental authorities, strikes, or other labor shortages or disturbances, unavailability or excessive cost of materials, discovery of any concealed or unknown physical condition or substance at Customer's facility or acts or omissions of Customer or its employees, (sub)contractors, or other persons for whom Customer may be liable. VESSCO shall be entitled to a schedule adjustment upon the occurrence of a Force Majeure Event. VESSCO shall be entitled to a purchase price adjustment upon the occurrence of a Force Majeure Event only if its direct costs are increased as a result of such Force Majeure Event, and VESSCO is able to document such increase.

13. **Dispute Resolution.** VESSCO and Customer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Minnesota pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by VESSCO and Customer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration.

14. **Special Terms.** Attachment I contains special terms, if any, which are hereby incorporated into this agreement.

15. **Confidential Treatment of Information.** All information contained in VESSCO'S Proposal regarding the Equipment, process design and the price thereof is submitted without cost to Customer but with the understanding that such information is for the sole use of Customer and that Customer will not disclose it to anyone outside its own organization and will use its best efforts to see that no one to whom such information is so disclosed shall disclose the same to anyone outside Customer's organization.

16. **Cancellation.** In the event of cancellation, Customer shall compensate VESSCO on a percentage completion basis for all work performed up to the date of cancellation, unless cancellation is due to default by VESSCO.

17. **Limitation of Liability.** (a) Notwithstanding anything to the contrary herein, the aggregate liability of VESSCO, including without limitation for or with respect to VESSCO'S affiliates, contractors, suppliers, employees, agents or representatives, arising out of or in connection with this agreement or the sale or use of the Equipment, including without limitation claims for indemnification, and whether based on contract, strict liability, negligence or other tort, pollution, disease or otherwise, shall not exceed an amount equal to the contract amount between Customer and VESSCO.

(b) Notwithstanding anything to the contrary herein, in no event shall VESSCO be liable for consequential, incidental, indirect, special, exemplary or punitive damages of any kind, including without limitation for loss of profits, revenues or product, or loss of use of any property (whether by shutdown, operation at less than capacity or otherwise), regardless of whether any of the foregoing damages arise directly or indirectly through an indemnification or contribution obligation and whether arising out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

18. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses: If to VESSCO: 8217 Upland Circle Drive Chanhassen MN 55317; If to Customer: \_\_\_\_\_; All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

19. **Severability.** In case any provision hereof is held to be invalid, illegal or unenforceable, (a) such provision shall be limited or excluded only to the extent necessary to make it valid, legal and enforceable, and (b) the validity, legality and enforceability of the remaining provisions shall not be affected.

20. **General Provisions.** The agreement contained herein may not be cancelled or amended except by mutual written agreement of VESSCO and Customer. No course of dealing or failure to strictly enforce any term shall be construed as a waiver thereof. Waiver of any term shall not constitute a waiver of any other term or a continuing waiver. This agreement shall be binding on the parties' respective successors and assigns; provided that Customer may not assign, delegate or permit any other transfer of this agreement without VESSCO'S prior written consent. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of laws provisions. This agreement, including Attachment I, represents the entire agreement between the parties with respect to the subject matter hereof, and supercedes all previous oral and written negotiations, representations, agreements or other communications.

## FIELD SERVICE

Vesco has available field installation, start-up, and general service as well as operation and maintenance training from experienced personnel at the rates listed below.

### FIELD SERVICE CHARGES (U.S. Dollars) UNITED STATES & CANADA

#### HOURLY SERVICE RATES:

MONDAY-FRIDAY	FIELD SERVICE	Shop Rates	TRAVEL
FIRST 8 HOURS	\$105.00	\$85.00	\$85.00
OVER 8 HOURS	\$130.00	\$100.00	\$100.00
SATURDAY	\$170.00	\$100.00	\$100.00
OVER 8 HOURS	\$200.00	\$150.00	\$150.00
SUNDAY/HOLIDAYS	\$200.00	\$200.00	\$200.00

#### EXPENSE CHARGES:

<b>TRANSPORTATION</b>	
By Airplane, Cab, Train	Actual + 15%
Rental Car	Actual + 15%
Company Car/Mileage	.60/mile
<b>LIVING EXPENSE</b>	
Hotel	Actual + 15%
<b>SUSTENANCE ALLOWANCE</b>	
Meals	\$ 60.00/day
<b>MATERIAL AND EQUIPMENT</b>	
Materials purchased and used on job	Actual Cost + 15%
<b>MINIMUM CHARGES:</b>	
For in-plant service Monday-Friday	4 Hours at Normal Rate Plus Travel/Expenses
Saturdays, Sundays and Holidays	4 Hours at Applicable Rate Plus Travel/Expenses

January 1, 2013

**Preparer**

**Information:** Ashley Aust, Hubbell Realty Company, 6900 Westown Pkwy, West Des Moines, Iowa, 50266 (515) 280-2032  
Name Street Address City,State,Zip Area Code-Phone

**When Recorded Return to:**

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

---

**MEADOWLARK PLACE APARTMENTS II 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 Meadowlark Place Apartments II, LLC ("Grantor") and the City of Grimes, Iowa ("City"), in consideration for the approval by the City of the site plan and grading permit for the development of Lot 1 Grimes Business Park Plat 2.

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 and grading permit approval process. In consideration for the City's approval of Grantor's site plan and grading permit, the parties enter into this Agreement to control and address storm water runoff for the following described property:

**Lot 1, Grimes Business Park Plat 2, an Official Plat, now included in and forming a part of 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 certain storm water detention area and surface water flowage area ("Storm Water Management Facility") upon, over, under, through and across the following described property:

**That portion of the following easement areas that are located on Lot 1, Grimes Business Park Plat 2, that are described in the easement area described in that certain Storm Water Detention and Surface Water Easement granted to the City, and filed for record in the Polk County, Iowa, Recorder's Office on June 3, 2008 in Book 12674 at Pages 629-632 and in the easement area described in that certain Storm Water Detention and Surface Water Flowage**

**Easement granted to the City and filed for record in the Office of the Recorder for Polk County, Iowa on November 4, 2005 in Book 11381 at Page 406-408.**

(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. N/A
- h. All repairs shall conform to the original design.
- i. 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 16<sup>th</sup> day of Oct., 2014.

GRANTOR:

MEADOWLARK PLACE APARTMENTS II, LLC, an Iowa limited liability company

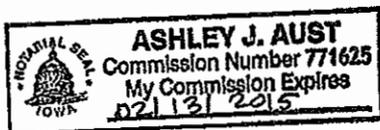
By: Hubbell Realty Company, an Iowa corporation, its Managing Member

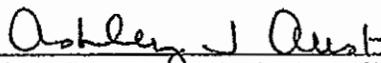
By:   
Steven L. Niebuhr, Senior Vice President

By:   
Dan Cornelison, Vice President and Secretary

STATE OF IOWA                    )  
  )SS  
COUNTY OF DALLAS            )

This record was acknowledged before me on the 16<sup>th</sup> day of October, 2014, by Steven L. Niebuhr and Dan Cornelison as Senior Vice President and Vice President and Secretary respectively of Hubbell Realty Company, the managing member for Meadowlark Place Apartments II, LLC.



  
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



# TRANSMITTAL

Aspen Business Park | 414 South 17<sup>th</sup> Street, Suite 107 | Ames, Iowa 50010

DATE: March 5, 2015

TO: Kelley Brown  
City of Grimes  
101 NE Harvey Street  
Grimes, IA 50111

RE: ASR Well No. 1  
3364-13A.600

DELIVERY: Hand-Delivered

ITEMS: 1. Three (3) copies of Change Order No. 6

COMMENTS:

Kelley,

Please find enclosed three copies of Change Order No. 6. This change order includes piping modifications to ensure proper mixing of injected chemicals and relocation of some electrical equipment. If approved by council, please sign and date each copy. Please return two copies to me and keep one copy for your records.

Let me know if you have any questions. Thank you.

Taylor Hopper, P.E.

COPY TO:

Date of Issuance: 3/5/2015  
 Owner: City of Grimes, Iowa  
 Contractor: C.L. Carroll Co., Inc.  
 Engineer: FOX Engineering  
 Project: ASR Well No. 1, Well Pump and Control Building Improvements

Contract Effective Date: March 25, 2014  
 Owner's Contract No.:  
 Contractor's Project No.:  
 Engineer's Project No.: 3364-13A  
 Contract Name:

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

Item 1 Change Proposal Request (CPR) 011 and Change Proposal (CP) 011; Revise ASR I/A piping and chemical injection points, relocate four (4) disconnects, and relocate pH and Chlorite analyzer sampling points. Add \$5,525.00 for these changes

Attachments: CPR 011, CP 011

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 1,586,000.00	Original Contract Times: Substantial Completion: June 1, 2015 Ready for Final Payment: July 1, 2015
Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$57,067.36	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>0</u> days Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 1,643,067.36	Contract Times prior to this Change Order: Substantial Completion: June 1, 2015 Ready for Final Payment: July 1, 2015
Increase of this Change Order: \$ 5,525.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> days Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 1,648,592.36	Contract Times with all approved Change Orders: Substantial Completion: June 1, 2015 Ready for Final Payment: July 1, 2015

RECOMMENDED:  
 By: Jay R. Schipper  
 Engineer (if required)  
 Title: Project Engineer  
 Date: 3/5/15

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Title: Vice President  
 Date: 3/5/15

March 4, 2015

Rod Ray  
C.L. Carroll Co., Inc.  
3623 6th Ave,  
Des Moines, IA 50313  
515-282-7495

RE: ASR Well No. 1, Well Pump and Control Building Improvements  
Change Proposal Request 011

Rod:

Please provide pricing and time extension for the following changes:

1. Revise ASR I/R Piping and Chemical Injection Points. Provide saddles in lieu of tapped connections for all three chemical feed points. Add a loop to the ASR I/R Piping. Where the pipe comes up out of the floor from the well, it shall turn south as originally designed. The chlorine injection point shall be approximately centered in this north-south spool piece. The 90-degree bend which currently turns up shall rotate to turn west. A 2.5-inch filler flange shall be installed on the west end of the 90-degree bend, followed by a 48-inch long spool. The 48-inch spool shall be constructed of a flanged by plain end pipe and a flanged coupling adapter (MegaFlange or approved equivalent) in order to allow for replacement of the 2.5-inch filler flange with a static mixer should the need arise in the future. The ammonia feed point shall be installed in the 48-inch spool as close to the filler flange as reasonably practical while avoiding conflict between the saddle and the flanged coupling adapter.

Two 90-degree bends shall be installed to loop back to the east and tie into the upper existing 90-degree bend, which shall be rotated to the west. The upper segment of the new pipe loop shall contain a 2.5-inch filler flange and flanged coupling immediately to the west of the 90-degree bend to facilitate possible future placement of a static mixer. The caustic feed point shall be installed west of the filler flange and as close to the filler flange as reasonably practical while avoiding conflict between the saddle and the flanged coupling adapter.

2. Relocate four (4) disconnect switches. The disconnect switches servicing the duct heater, ERV unit, and all three butterfly valves shall be relocated to the east wall of the chemical feed room, just north of the ammonia feed pump.
3. Relocate pH and Chlorine analyzer sampling points. The sampling point shall be at the original location of the chemical feed points. This will facilitate sampling of water being pumped to waste or to the distribution system.

---

Please submit the change proposal via email for review. If you have any questions, please let me know.

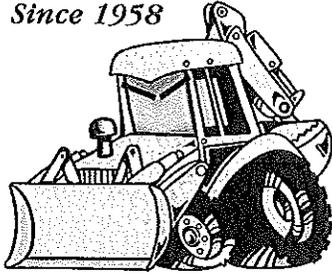
Sincerely,  
FOX Engineering Associates, Inc.

*Taylor Hopper*

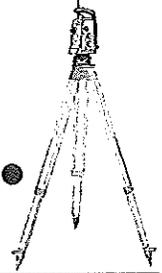
Taylor Hopper, P.E.

cc: Submittal Exchange

Since 1958



# C.L. Carroll Co. Incorporated



---

3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

---

## Change Proposal

**DATE: 3/5/15**

**RE: Change Proposal 11**

**Taylor/Steve,  
Below is the requested pricing for CPR 11**

<b>Electric</b>	<b>= \$600.00</b>
<b>Contractor Fee</b>	<b>= \$30.00</b>
<b>Subtotal</b>	<b>= \$630.00</b>

**Electrical costs are due to changes needed to address the well tap box. There will need to be additional items used to make this work for the new location of the disconnects.**

<b>GC Materials</b>	<b>= \$3,000.00</b>
<b>GC Labor</b>	<b>= \$1,300.00</b>
<b>GC Office</b>	<b>= \$150.00</b>
<b>GC Markup</b>	<b>= \$445.00</b>

**TOTAL THIS CHANGE: \$5,525**

**NOTE:**

**This proposal includes no other bracing or tie rods to hold the proposed pipe loop together. If additional work is needed we would need an additional change order.**

**Sincerely**

**Rod Ray  
Project Manager  
C.L. Carroll Co. Inc.**

City of Grimes

CERTIFICATION FOR LIEN

Property Address: 509 NW Calista Ct. Grimes IA 50111

District Parcel: 311/00347-107-000

Geo Parcel: 8025-31-476-028

Legal Address: Lot 7 Parkview Plaza Plat 6

Owner of Property: Christina L Hunt

Repair of Inoperable Stop Box by City of Grimes \$659.00

Recording Fee \$ 5.00

Total Amount Certified for Collection \$664.00

I, Rochelle Williams, City Clerk of City Grimes, do hereby certify the above claim as true and correct this 10<sup>d</sup> day of March, 2015

(SEAL)

\_\_\_\_\_  
Rochelle Williams, City Clerk

-----  
I hereby certify that on the \_\_\_\_ day of ) \_\_\_\_\_, 2015, there was received And file with Polk County Treasurer's Office, the above Certification for Lien.

Polk County Treasurer's Office

By: \_\_\_\_\_

(SEAL)

## **Rochelle Williams**

---

**From:** Dave Sigler  
**Sent:** Thursday, March 05, 2015 11:49 AM  
**To:** Rochelle Williams  
**Subject:** equipment

Here's the 1<sup>st</sup> couple items. I'll talk with Kelley since that one is pretty pricey if it'll just come out of our current pool or if this one needs consideration of a lease type deal like the other big ticket items.

1-John Deere 950M Riding Mower - \$8712.15 -- trade \$5500 = \$3215.15

Our current 2008 Lazer zero turn mower is scheduled to be replaced along with increased and unforeseen repair and maintenance costs on it this past year it is in our best interest to trade it in now while there is still value. We foresee the amount of downtime due to repairs continuing if we use it again this next mowing and to avoid possible even costlier repairs. John Deere will allow us to trade this unit in for \$5500 making it a net cost of \$3212.15 which we could possibly pay in repairs and upkeep on the older unit.

2-John Deere 1585- Front deck with cab - \$31,843.01 – trade \$12,000 = \$19,843.01

In preparation of the upcoming mowing season our current John Deere 1445 will be traded in on this for \$12,00. Having this unit will allow year round use due to having front wheel drive. The 1445 we had was constantly getting stuck just while mowing retention basins and ditches.

Attachments –

62" rear discharge mower – \$3214.80 This will allow mowing to be done without clippings going into the street and storm sewer system and is also a safer all around mowing method.

60" Hydraulic Angling Blade - \$1482.00 This will give us a better snow removal option for trails and the downtown area.

Total with the 2 attachments = \$24539.81

Dave Sigler  
Public Works Administrator  
City of Grimes  
Cell 515-208-5822  
Office 515-986-3036

SET DATE FOR HEARING ON  
EXPANDED URBAN RENEWAL AREA  
DESIGNATION AND URBAN  
RENEWAL PLAN AMENDMENT

419952-40

Grimes, Iowa

March 10, 2015

The City Council of the City of Grimes, Iowa, met on March 10, 2015, at 5:30 o'clock, p.m., at the Grimes City Hall, 101 NE Harvey Street, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

The Mayor announced that an amendment to the boundaries of the Grimes Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the area, and that it was now necessary to set a date for a public hearing on the proposed amended area and proposed amendment to the urban renewal plan. Accordingly, Council Member \_\_\_\_\_ moved the adoption of the following resolution entitled "Resolution Setting Date for a Public Hearing on Designation of the Expanded Grimes Urban Renewal Area and on Urban Renewal Plan Amendment," and the motion was seconded by Council Member \_\_\_\_\_. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.03-0115

Resolution setting date for public hearing on designation of the expanded Grimes Urban Renewal Area and on urban renewal plan amendment

WHEREAS, this City Council of the City of Grimes, Iowa (the "City") by resolution previously established the Grimes Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) undertaking constructing and installing improvement to the City's parks and recreational facilities; (b) providing economic development support to the Prairie Business Park Commercial /Industrial development; (c) providing economic development support to Phase Four of the Grimes Distribution Center Project; (d) providing economic development support to the Heritage at Grimes Development Project; and (e) undertaking the 2015-2017 Street Enhancement Program; and it is now necessary that a date be set for a public hearing on the designation of the expanded Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, on April 14, 2015, at 5:30 o'clock p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Grimes, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Passed and approved March 10, 2015.

---

Mayor Pro Tem Evans

Attest:

---

City Clerk Rochelle Williams

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED  
GRIMES URBAN RENEWAL AREA AND ON PROPOSED  
URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 5:30 o'clock p.m., at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, on April 14, 2015, the City Council of the City of Grimes will hold a public hearing on the question of adopting an amendment (the "Amendment") to the Urban Renewal Plan for the Grimes Urban Renewal Area (the "Area") to authorize new urban renewal projects and to designate new territory to be included therein. Pursuant to Chapter 403, Code of Iowa and the Amendment, the following described property shall be added to the area:

Two parcels, one bordered to the north by NW 27<sup>th</sup> Street, south by NW 18<sup>th</sup> Street, east by proposed NW Harvest Lane and west by County Line Road, second parcel bordered on the north by NW 27<sup>th</sup> Street and southern edge north of NW Gabus Drive, east of proposed NW Harvest Lane: *excluding* 13272 NW 82<sup>nd</sup> Avenue, 10604 NW 78<sup>th</sup> Avenue, 13396 NW 82<sup>nd</sup> Avenue, 1217 NW Norton Street and Lot 4 of Putney Plat

The Amendment brings the property described above under the plan and makes it subject to the provisions of the plan. The Amendment includes the authorization of new urban renewal projects as follows: (a) undertaking constructing and installing improvement to the City's parks and recreational facilities; (b) providing economic development support to the Prairie Business Park Commercial /Industrial development; (c) providing economic development support to Phase Four of the Grimes Distribution Center Project; (d) providing economic development support to the Heritage at Grimes Development Project; and (e) undertaking the 2015-2017 Street Enhancement Program.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Rochelle Williams  
City Clerk

• • • • •

On motion and vote the meeting adjourned.

---

Mayor Pro Tem Evans

Attest:

---

City Clerk Rochelle Williams

EXHIBIT A  
Legal Description  
Expanded Grimes Urban Renewal Area  
(2015 Addition)

Two parcels, one bordered to the north by NW 27<sup>th</sup> Street, south by NW 18<sup>th</sup> Street, east by proposed NW Harvest Lane and west by County Line Road, second parcel bordered on the north by NW 27<sup>th</sup> Street and southern edge north of NW Gabus Drive, east of proposed NW Harvest Lane: *excluding* 13272 NW 82<sup>nd</sup> Avenue, 10604 NW 78<sup>th</sup> Avenue, 13396 NW 82<sup>nd</sup> Avenue, 1217 NW Norton Street and Lot 4 of Putney Plat

STATE OF IOWA  
COUNTY OF POLK  
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Grimes Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk Rochelle Williams

**(Attach here publisher's affidavit of publication of notice.)**

**(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)**

STATE OF IOWA  
COUNTY OF POLK  
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Grimes Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk Rochelle Williams

**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 Street, Grimes, Iowa 50111 (515) 986-3036

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

**RESOLUTION No. 03-0215**

**RESOLUTION AUTHORIZING CITY TO ISSUE QUIT CLAIM DEED TO  
FORMER CITY ALLEYWAY PROPERTY ABUTTING 509 N. MAIN STREET**

WHEREAS, the City of Grimes did, on or about October 26, 1992, duly approve the sale of a certain portion of city alleyway adjacent to 509 N. Main Street, Grimes Iowa,

WHEREAS, one Mr. James Tscherter did pay for and receive a lawfully executed Quit Claim Deed from the City of Grimes for property legally described as "the alleyway consisting of an 8 foot by 66 foot portion immediately abutting the east side of Lot 12, Block 3, Channon's 2nd North Addition to the City of Grimes, Polk County, Iowa";

WHEREAS, it appears Mr. Tscherter did not file the deed with the County Recorder;

WHEREAS, all prior requirements of law pertaining to the sale of public property have been fully observed during the scope of the 1992 transaction; and

WHEREAS, it is desirable that the public property herein described be duly transferred as was intended in the 1992 transaction;

WHEREAS, the Council finds that the transfer, as it also found in 1992, would not deny owners of property abutting on the street or alley reasonable access to their property;

WHEREAS, the Council finds that it is in the City's best interest to dispose of the property set forth herein;

WHEREAS, the Council finds that the public property described herein is still, as it was in 1992, no longer needed for the use of the public, and therefore, its maintenance at public expense is no longer justified;

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Grimes, Iowa:

SECTION 1. That the property legally described as follows, be and is hereby to be transferred:

the alleyway consisting of an 8 foot by 66 foot portion immediately abutting the east side of Lot 12, Block 3, Channon's 2nd North Addition to the City of Grimes, Polk County, Iowa.

SECTION 2. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution and proof of publication thereof together with proof of publication of the notice of the public hearing on this matter to be properly filed in the office of the Recorder of Polk County, Iowa.

SECTION 3. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the council this \_\_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
TAMI EVANS, MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
ROCHELLE WILLIAMS, CITY CLERK

I:\Grimes\Fisk\Property Issues\Resolution Authorizing Quit Claim Deed.doc



**QUIT CLAIM DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form #106  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

Erik S. Fisk, 317 Sixth Ave, Suite 1200, Des Moines, IA 50309, Phone: (515) 288-6041

**Taxpayer Information:** (Name and complete address)

**Return Document To:** (Name and complete address)

**Grantors:**

City of Grimes, Iowa

**Grantees:**

James R. Tschertter Estate

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



### QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration,  
City of Grimes, Iowa

do hereby  
Quit Claim to James R. Tschertter Estate

all our right, title, interest, estate,  
claim and demand in the following described real estate in Polk County, Iowa:  
the alleyway consisting of an 8 foot by 66 foot portion immediately abutting the east side of Lot 12,  
Block 3, Channon's 2nd North Addition to the City of Grimes, Polk County, Iowa

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Grimes, Iowa (Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

\_\_\_\_\_  
(Grantor)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_  
Signature of Notary Public

**REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS**

STATE OF IOWA, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_

of City of Grimes, Iowa

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

DATE: March 4, 2015

TO: Kelley Brown  
City Administrator  
City of Grimes  
101 NE Harvey Street  
Grimes, Iowa 50111

RE: ASR Well No. 1 Well Pump and Control Building Improvements  
PROJECT No.: 3364-13A

DELIVERY: Hand-Delivered

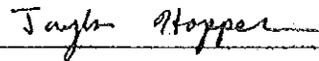
ITEMS: 1. Three (3) copies of C.L. Carroll Co. Pay Application No. 6

**COMMENTS:**

Enclosed are three (3) copies of the C.L. Carroll Co. pay estimate No. 6 for the ASR Well No. 1 Well Pump and Control Building Improvements project. This pay estimate is for work completed in February, including piping, masonry, painting, carpentry, concrete, plumbing, HVAC, and electrical.

We have reviewed this pay application along with the construction progress, and recommend that it be paid. Please review this and let me know if you have any questions. If not, this should be placed on the next council meeting agenda for approval. Once approved, please sign all copies. Send one copy to the Contractor along with payment and return one copy to us. The other copy is for your files.

If you have any questions, please let me know. Thank you.



Taylor Hopper, P.E.

**COPY TO:**



### Contractor's Application for Payment No. 6

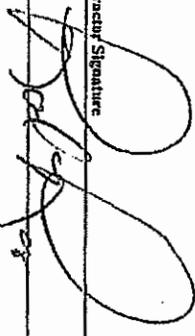
Application Period: 1/20/15-2/26/15	Application Date: 2/26/2015
From (Contractor): C.L. Carroll Co. Inc.	Via (Engineer): For Engineering Inc.
Contract: ASR Well #1 Well Pump & Control Building Imp. Ghinea, JA	Engineer's Project No.: 3166-12A
Contractor's Project No.:	

#### Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	Net Change
1	\$11,890.76	-57,825.83	
2	\$18,648.00		
3	\$4,867.58		
4	\$9,486.85		
5			
<b>TOTALS</b>	<b>\$64,893.19</b>	<b>-57,825.83</b>	<b>\$7,067.36</b>
<b>NET CHANGE BY CHANGE ORDERS</b>			<b>\$57,067.36</b>

#### Contractor's Certification

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

Contractor Signature:   
 Date: 2/27/15

1. ORIGINAL CONTRACT PRICE \$1,586,000.00
2. Net change by Change Orders \$57,067.36
3. Current Contract Price (Line 1 ± 2) \$1,643,067.36
4. TOTAL COMPLETED AND STORED TO DATE (Column F Total on Progress Estimates) \$1,124,225.43
5. RETAINAGE:
  - a. 5% X \$1,002,170.57 Work Completed \$50,108.53
  - b. 5% X \$122,054.86 Stored Material \$6,102.74
  - c. Total Retainage (Line 5.a + Line 5.b) \$56,211.27
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c) \$1,068,014.16
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$917,076.12
8. AMOUNT DUE THIS APPLICATION \$150,938.04
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G Total on Progress Estimates + Line 5.c above) \$575,053.20

Payment of \$ 150,938.04 (Line 8 or other - attach explanation of the other amount)  
 Is recommended by: Janfer Skoppan 3/4/2015 (Engineer) (Date)  
 Payment of \$ \_\_\_\_\_ (Line 8 or other - attach explanation of the other amount)  
 Is approved by: \_\_\_\_\_ (Owner) (Date)  
 Approved by: \_\_\_\_\_ (Date)  
 Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)





**NOTICE OF PUBLIC HEARING  
BUDGET ESTIMATE**

FISCAL YEAR BEGINNING JULY 1, 2015 - ENDING JUNE 30, 2016

City of Grimes, Iowa

The City Council will conduct a public hearing on the proposed Budget at City Hall 101 NE Harvey Street, G  
on 03/10/2015 at 5:30 p.m.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . . . 12.91377  
The estimated tax levy rate per \$1000 valuation on Agricultural land is . . . . . 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

515-986-3036

Kelley Brown

*phone number*

*City Clerk/Finance Officer's NAME*

		Budget FY 2016	Re-est. FY 2015	Actual FY 2014
		(a)	(b)	(c)
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	6,400,540	6,016,666	5,812,917
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	6,400,540	6,016,666	5,812,917
Delinquent Property Taxes	4	1,000	1,000	0
TIF Revenues	5	1,351,603	1,281,086	1,174,536
Other City Taxes	6	332,730	331,263	210,131
Licenses & Permits	7	422,028	422,025	466,663
Use of Money and Property	8	66,800	66,800	71,111
Intergovernmental	9	1,119,379	2,976,372	1,131,627
Charges for Services	10	5,818,900	5,778,900	5,032,725
Special Assessments	11	100,000	100,000	153,437
Miscellaneous	12	54,000	54,000	93,374
Other Financing Sources	13	2,700,000	400,000	1,341,690
Transfers In	14	4,422,827	6,476,489	3,444,511
<b>Total Revenues and Other Sources</b>	<b>15</b>	<b>22,789,807</b>	<b>23,904,601</b>	<b>18,932,942</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	3,075,591	2,671,992	2,280,627
Public Works	17	1,926,500	1,878,800	1,893,484
Health and Social Services	18	13,000	20,000	0
Culture and Recreation	19	1,367,562	1,768,947	1,175,528
Community and Economic Development	20	159,110	165,570	129,683
General Government	21	770,127	1,127,441	687,525
Debt Service	22	3,459,292	5,836,770	2,773,233
Capital Projects	23	7,125,000	7,125,000	4,783,358
<b>Total Government Activities Expenditures</b>	<b>24</b>	<b>17,896,182</b>	<b>20,594,520</b>	<b>13,723,438</b>
Business Type / Enterprises	25	3,821,714	3,889,863	3,554,071
<b>Total ALL Expenditures</b>	<b>26</b>	<b>21,717,896</b>	<b>24,484,383</b>	<b>17,277,509</b>
Transfers Out	27	4,422,827	6,476,489	3,444,511
<b>Total Expenditures/Transfers Out</b>	<b>28</b>	<b>26,140,723</b>	<b>30,960,872</b>	<b>20,722,020</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	<b>29</b>	<b>-3,350,916</b>	<b>-7,056,271</b>	<b>-1,789,078</b>
Beginning Fund Balance July 1	30	6,939,710	13,995,981	15,785,059
<b>Ending Fund Balance June 30</b>	<b>31</b>	<b>3,588,794</b>	<b>6,939,710</b>	<b>13,995,981</b>

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

Form 653.C1

The City Council of Grimes in POLK & DALLAS County, Iowa  
will meet at Grimes City Hall 101 NE Harvey Street Grimes, IA  
at 5:30 p.m. on March 10, 2015  
*(hour) (Date)*

, for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2015  
*(year)*

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

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	6,016,666	0	6,016,666
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	<b>3</b>	<b>6,016,666</b>	<b>0</b>	<b>6,016,666</b>
Delinquent Property Taxes	4	1,000	0	1,000
TIF Revenues	5	1,281,086	0	1,281,086
Other City Taxes	6	331,264	0	331,264
Licenses & Permits	7	361,825	60,199	422,024
Use of Money and Property	8	46,900	19,900	66,800
Intergovernmental	9	950,372	2,026,000	2,976,372
Charges for Services	10	5,836,800	-57,900	5,778,900
Special Assessments	11	100,000	0	100,000
Miscellaneous	12	34,500	19,500	54,000
Other Financing Sources	13	5,536,463	1,340,026	6,876,489
<b>Total Revenues and Other Sources</b>	<b>14</b>	<b>20,496,876</b>	<b>3,407,725</b>	<b>23,904,601</b>
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	15	2,816,720	-144,728	2,671,992
Public Works	16	1,988,000	-109,200	1,878,800
Health and Social Services	17	13,000	7,000	20,000
Culture and Recreation	18	1,350,292	418,655	1,768,947
Community and Economic Development	19	165,570	0	165,570
General Government	20	729,441	398,000	1,127,441
Debt Service	21	2,763,187	3,073,583	5,836,770
Capital Projects	22	5,125,000	2,000,000	7,125,000
<b>Total Government Activities Expenditures</b>	<b>23</b>	<b>14,951,210</b>	<b>5,643,310</b>	<b>20,594,520</b>
Business Type / Enterprises	24	3,587,837	302,028	3,889,863
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>25</b>	<b>18,539,047</b>	<b>5,945,336</b>	<b>24,484,383</b>
Transfers Out	26	3,536,463	2,940,026	6,476,489
<b>Total Expenditures/Transfers Out</b>	<b>27</b>	<b>22,075,510</b>	<b>8,885,362</b>	<b>30,960,872</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year</b>	<b>28</b>	<b>-1,578,634</b>	<b>-5,477,637</b>	<b>-7,056,271</b>
Beginning Fund Balance July 1	29	9,196,314	0	9,196,314
Ending Fund Balance June 30	30	7,617,680	-5,477,637	2,140,043

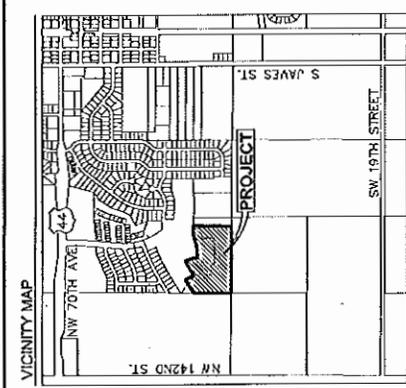
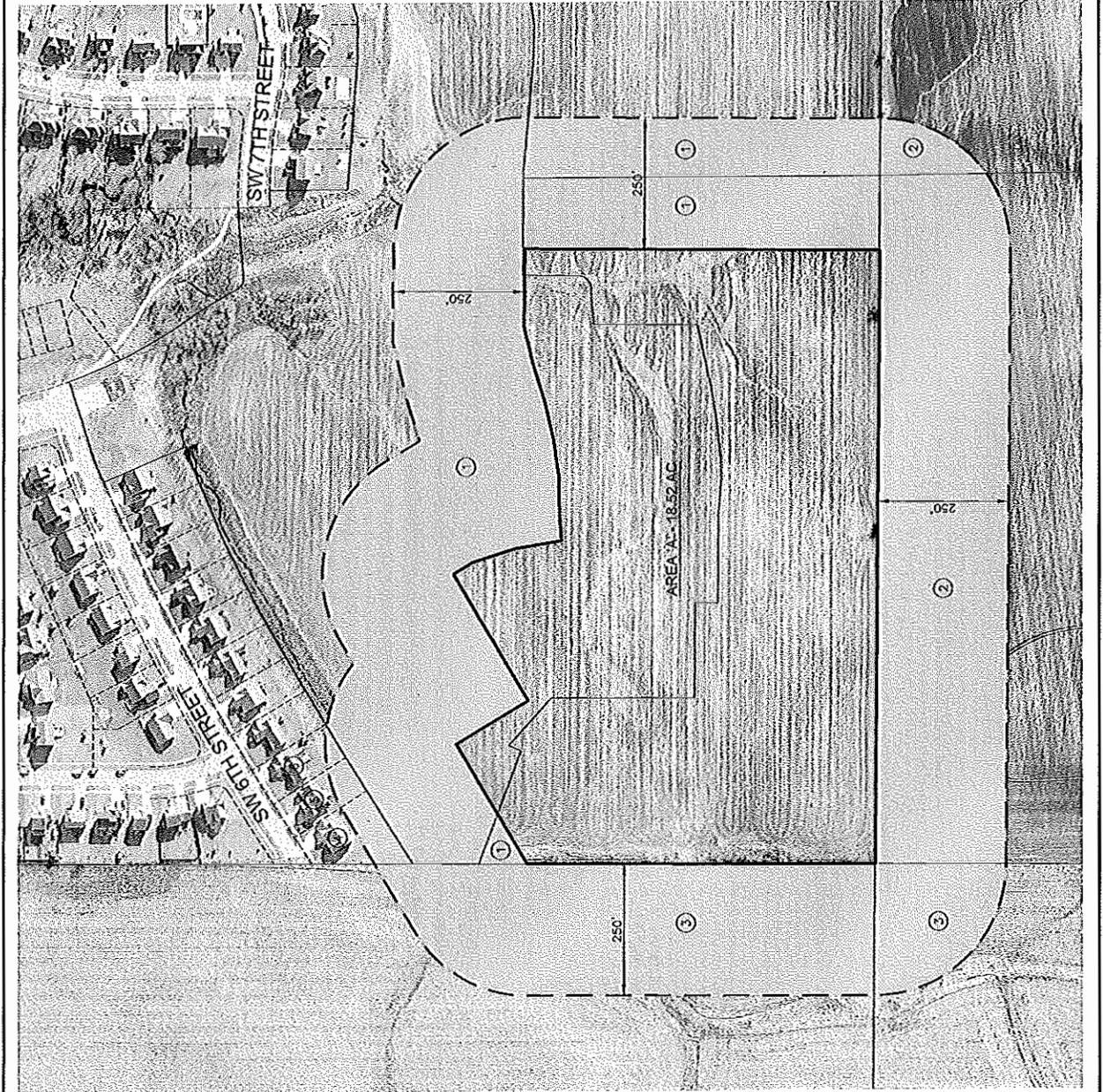
Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

The amendment is being completed because of the timing of the payments for the remodeling of the Library, the old City Hall and the new City Hall. It is also needed because of the improvements to the ASR and the purchase of a new fire truck and new city facilities. The revenue is being adjusted for the transfer of funds for the purchase of the fire truck and city facilities.

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

Kelley L Brown

City Clerk/Finance Officer



**OWNER/APPLICANT**  
 BLUMENT KENNYBROOK LLC  
 1219 SW 43RD DR STE B  
 CLIVE, IA 50325

**ZONING**  
 DISTRICT: P-3 PLANNED UNIT DEVELOPMENT  
 PREVIOUS: R-3 MODERN HOUSING FAMILY HOUSING DISTRICT

**REZONING DESCRIPTION - AREA 'A'**  
 A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 4TH MERIDIAN IN THE CITY OF GRAVES, POLK COUNTY, IOWA BEING THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER NORTHWEST QUARTER, 652.00 FEET; THENCE NORTH 59°17'31" EAST, 42.33 FEET; THENCE SOUTH 17°27'54" EAST, 85.00 FEET; THENCE SOUTH 89°30'46" EAST, 89.88 FEET; THENCE NORTH 89°30'46" EAST, 42.74 FEET; THENCE NORTH 89°18'17" EAST, 72.60 FEET; THENCE NORTH 72°44'57" EAST, 75.03 FEET; THENCE NORTH 72°44'57" EAST, 75.03 FEET; THENCE NORTH 72°44'57" EAST, 75.03 FEET; THENCE SOUTH 89°30'46" EAST, 14.13 FEET; THENCE SOUTH 89°30'46" EAST, 87.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.52 ACRES (186,133 SQUARE FEET).

- ADJACENT OWNERSHIP**
- BLUMENT KENNYBROOK LLC  
 1219 SW 43RD DR STE B  
 CLIVE, IOWA 50325  
 EXISTING ZONING: PUD & R2-70
  - CAPITAL AGRICULTURAL PROP DEV  
 601 WINDYBROOK RD STE 150  
 CLIVE, IOWA 50325  
 EXISTING ZONING: A-1 AGRICULTURAL
  - MARLY E BRODROCK  
 3284 50TH ST  
 CLIVE, IOWA 50325  
 EXISTING ZONING: LOW DENSITY RESIDENTIAL (LDR)-POLK COUNTY
  - ROCK & JALE HOLIDAY  
 2001 SW 43RD ST  
 CLIVE, IOWA 50325  
 EXISTING ZONING: R2-70
  - TRAVIS & KRISTIN DUGSEY  
 4443 SW 4TH ST  
 CLIVE, IOWA 50325  
 EXISTING ZONING: R2-70
  - MURPHY J ANTOSZAK  
 1480 SW 4TH ST  
 CLIVE, IOWA 50325  
 EXISTING ZONING: R2-70



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,  
PLANNERS & SURVEYORS

February 18, 2015

Attn: Kelley Brown  
City Administrator, City of Grimes  
101 N. Harvey Street  
Grimes, Iowa 50111

RE: **Kennybrook South Rezoning**  
Rezoning Request

Dear Ms. Brown:

On behalf of Diligent Kennybrook LLC we would like to submit the following rezoning request for Kennybrook South located south of the intersection of SW 6<sup>th</sup> Street and SW Brookside Drive within the City of Grimes. The area being proposed for rezoning consists of 18.5 acres and is currently zoned PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60. We would like to request that the area be rezoned to R-3 Medium Density Residential to allow for the construction of a townhome development.

We look forward to your review of our submittal. Please contact me with any questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.

copy: John Gade, Fox Engineering  
Bill Spencer, Landmark Companies



PRELIMINARY - NOT FOR CONSTRUCTION

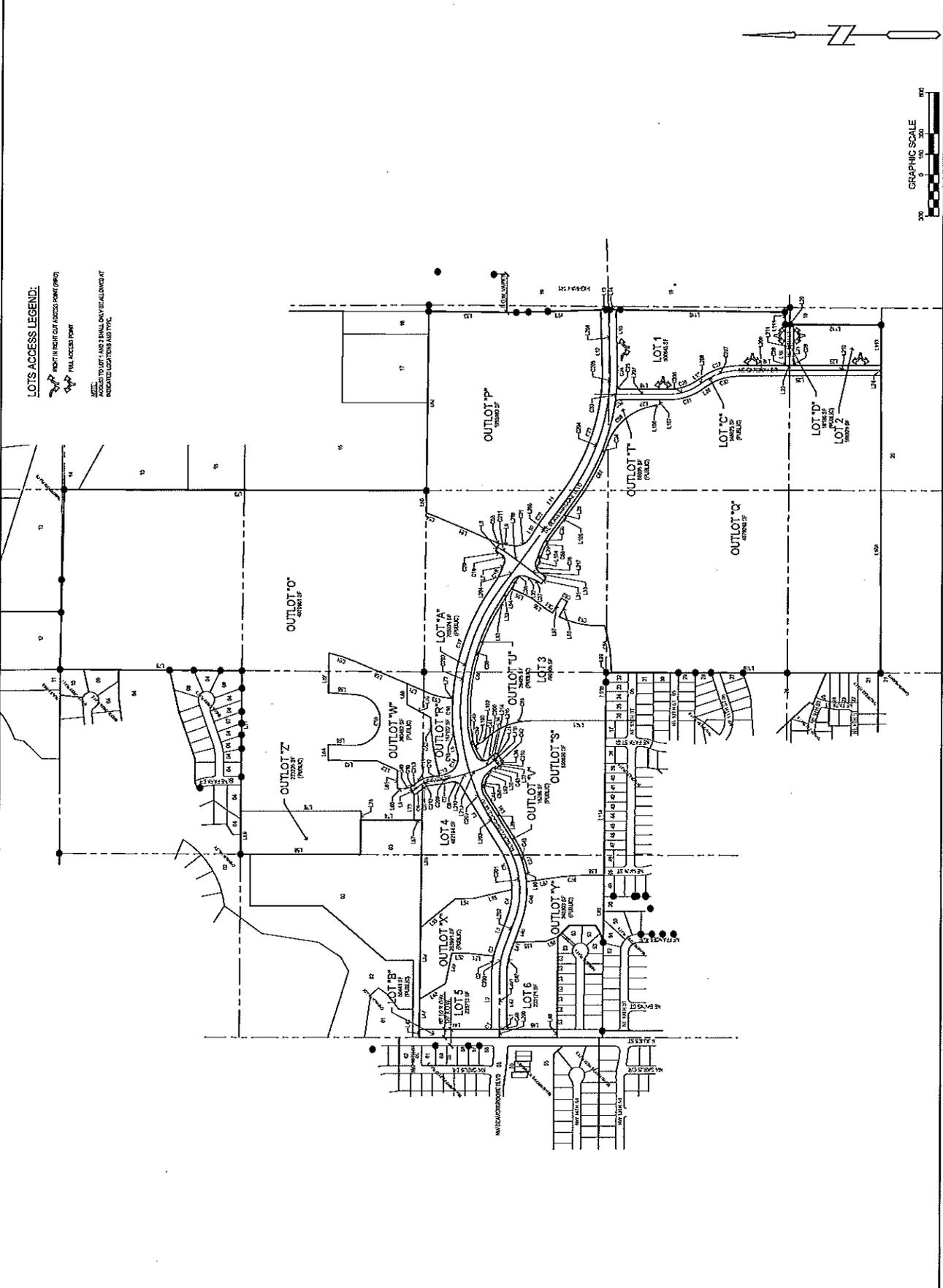
PLAT NO. 120101-4

**Bishop Engineering**  
 3501 101st Street  
 17th Street, Moorhead, Minnesota  
 Phone: (218) 837-8100  
 Fax: (218) 837-8101  
 Established 1959



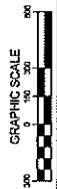
**LAYOUT PLAN**  
 HERITAGE AT GRIMES PLAT 2  
 GRIMES, IA

PROJ. NO.	120101-4
SHEET NO.	C2.1
DATE	
BY	
CHECKED BY	
APPROVED BY	



**LOTS ACCESS LEGEND:**

-  EASEMENT IN RIGHT-OF-WAY ACCESS (SOLID LINE WITH DOTS)
-  FULL ACCESS POINT
-  EASEMENT TO LOT AND SHALL ONLY BE ALLOWED AT INDICATED LOCATIONS AND TYPE







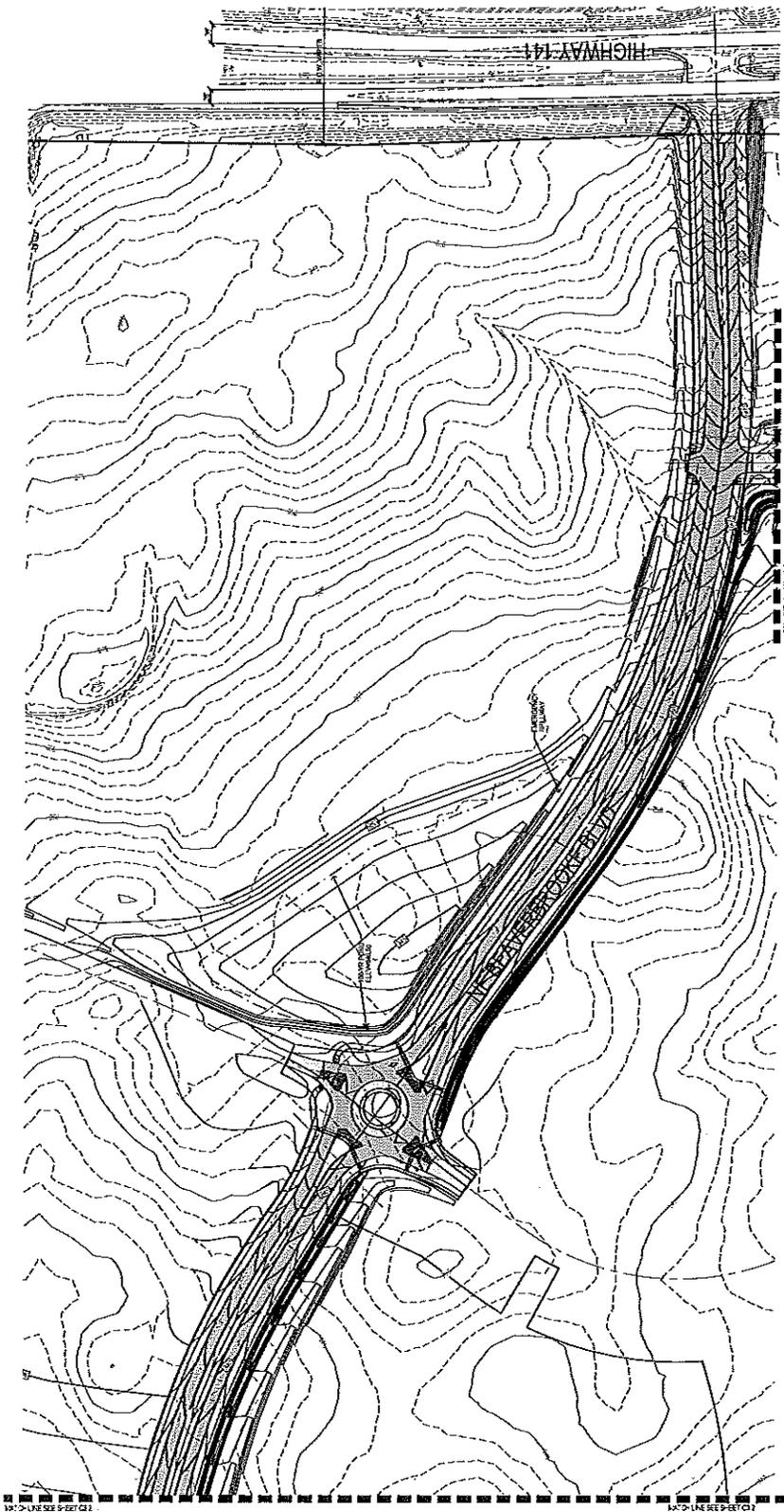
PRELIMINARY - NOT FOR CONSTRUCTION



**Bishop Engineering**  
Planning, Survey, Engineering  
3501 14th Street  
Des Moines, Iowa 50319  
Phone: 515.281.1111  
Fax: 515.281.1112  
Civil Engineering & Land Surveying  
Established 1959

PRELIMINARY - NOT FOR CONSTRUCTION

LAND PROJECT 22-21433 (GRAVING, PAVING, ETC.) (NO. 22-21433)



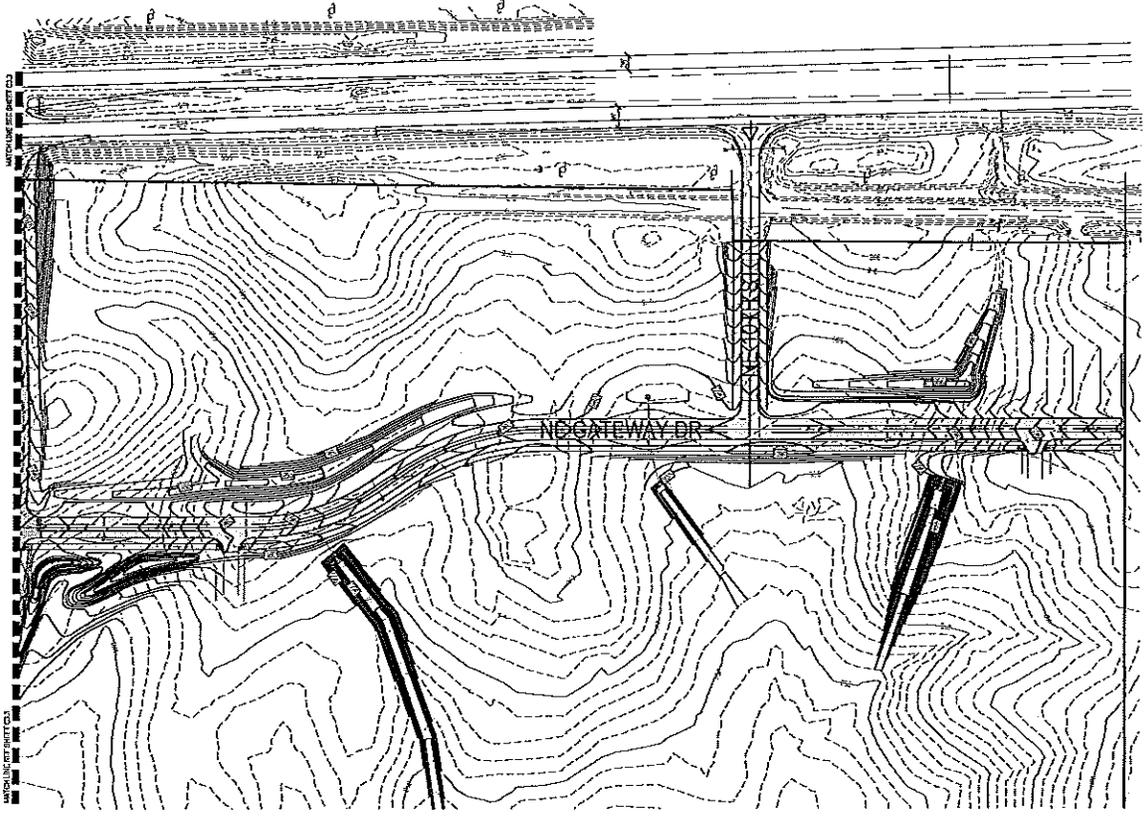
PROJECT NUMBER  
120101-4  
SHEET NUMBER  
C3.3

HERITAGE AT GRIMES PLAT 2  
GRIMES, IA

GRADING PLAN

**Bishop Engineering**  
"Measuring Your Success of Development"  
3501 104th Street  
Des Moines, IA 50325-3003  
Phone: 515.281.7000 Fax: 515.281.7001  
Civil Engineering & Land Surveying Since 1964

PRELIMINARY - NOT FOR CONSTRUCTION



**Bishop Engineering**  
"Making Your Successful Development"  
3501 104th Street  
Des Moines, Iowa 50325  
Civil Engineering & Land Surveying  
Established 1979

**GRADING PLAN**

**HERITAGE AT GRIMES PLAT 2**  
**GRIMES, IA**

PROJECT NUMBER  
**120101-4**  
SHEET NUMBER  
**C3.4**

DATE  
DRAWN BY  
CHECKED BY  
APPROVED BY



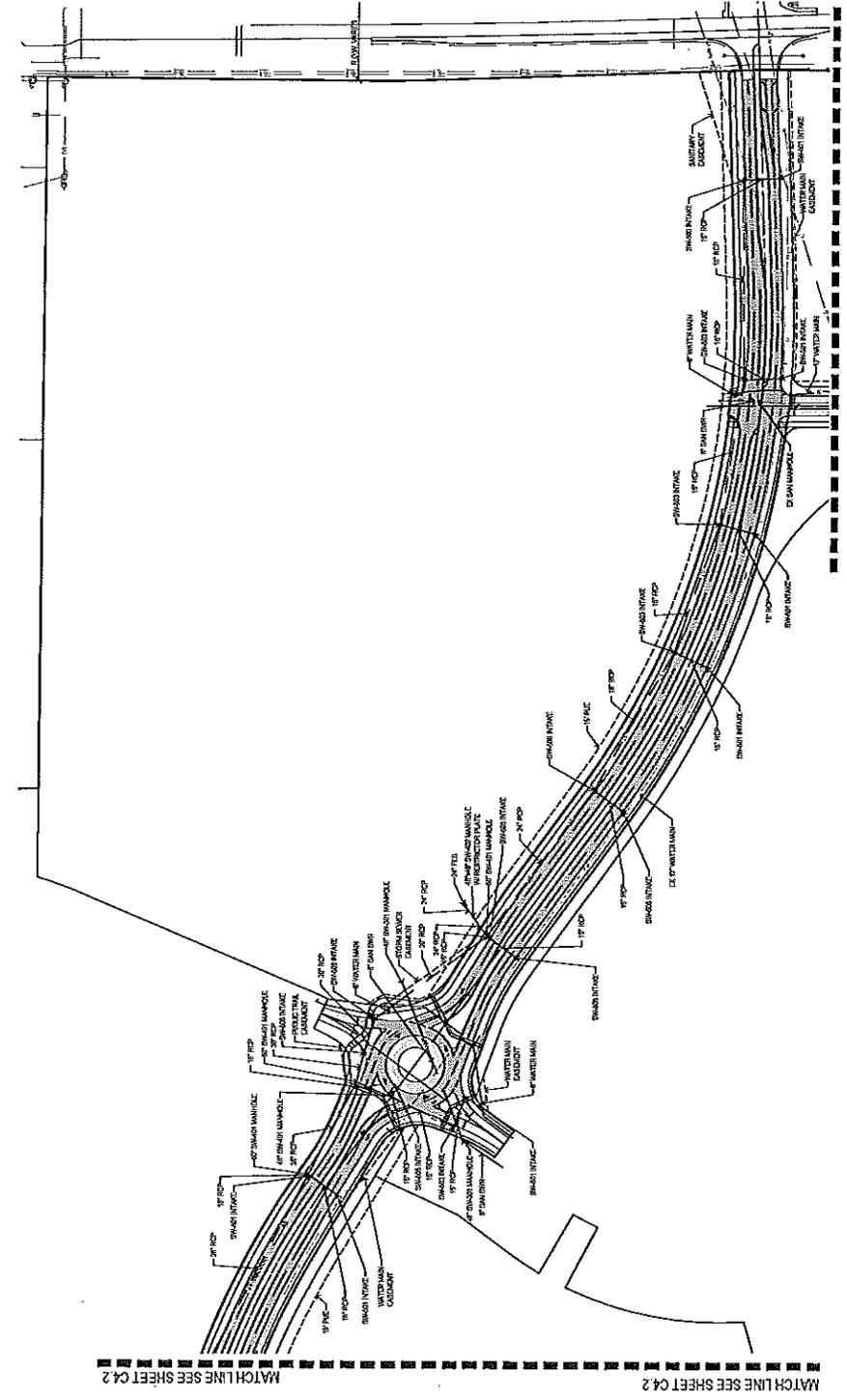
PRELIMINARY - NOT FOR CONSTRUCTION

DATE: 01/15/2014 10:30 AM

**Bishop Engineering**  
 301 14th Street  
 Des Moines, IA 50319  
 Phone: 515.281.1111  
 Fax: 515.281.1112  
 Established 1999  
 Civil Engineering & Land Surveying

**HERITAGE AT GRIMES PLAT 2**  
**UTILITIES AND EASEMENTS**

PROJECT NUMBER	120101-4
REVISION NUMBER	C4.2
DATE	01/15/2014
BY	JK
CHECKED BY	JK
SCALE	AS SHOWN

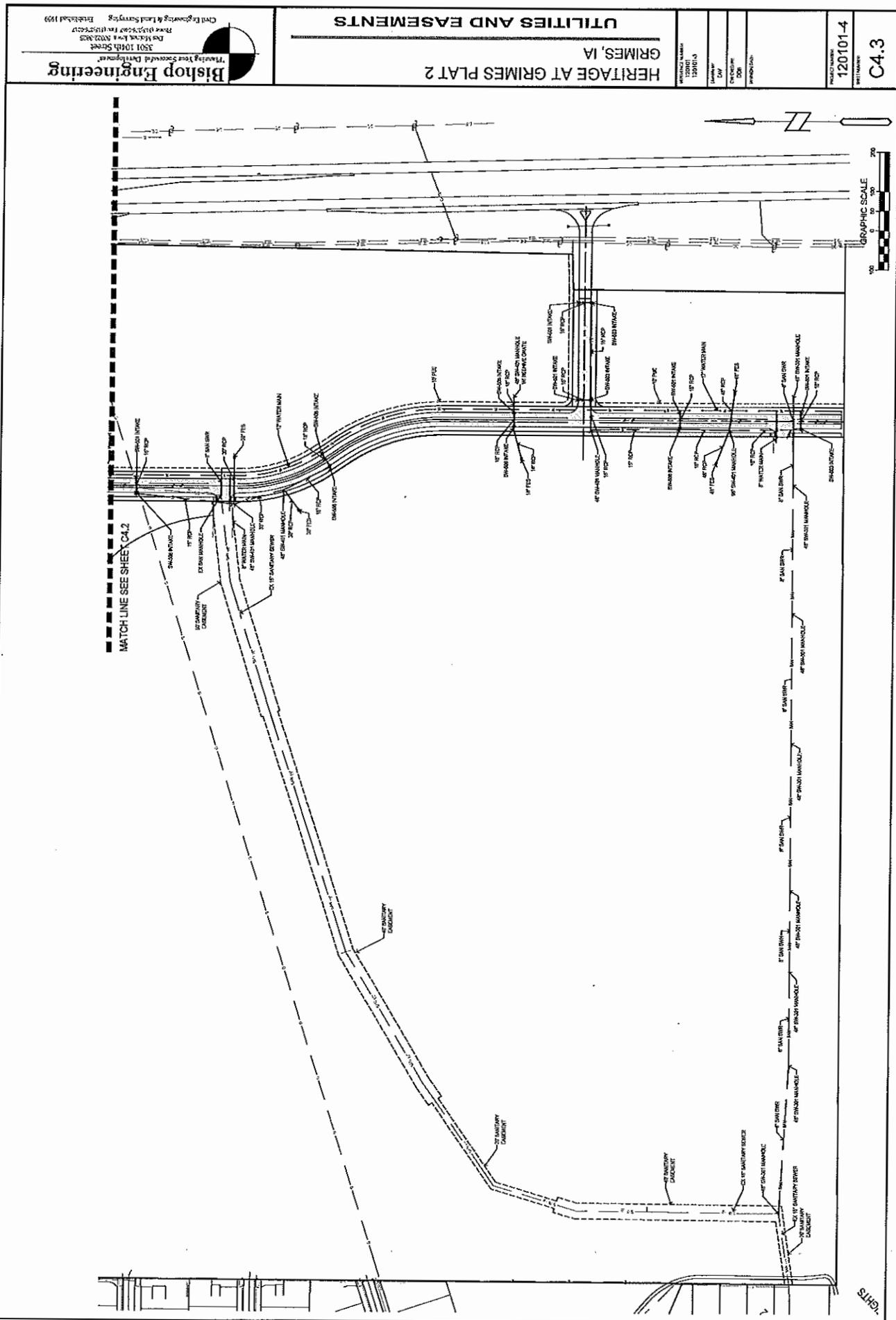


MATCH LINE SEE SHEET C4.1

MATCH LINE SEE SHEET C4.3



PRELIMINARY - NOT FOR CONSTRUCTION



**Bishop Engineering**  
 Planning and Surveying Department  
 2501 10th Street  
 Des Moines, IA 50319  
 Phone (515) 281-1100  
 Fax (515) 281-1101  
 Established 1999

**HERITAGE AT GRIMES PLAT 2**  
**GRIMES, IA**  
**UTILITIES AND EASEMENTS**

PROJECT NUMBER	120101-4
DATE	08/11/11
PROJECT NAME	HERITAGE AT GRIMES PLAT 2
CLIENT	GRIMES, IA
DATE	08/11/11
PROJECT NUMBER	120101-4
DATE	08/11/11
PROJECT NAME	HERITAGE AT GRIMES PLAT 2
CLIENT	GRIMES, IA
DATE	08/11/11

GRAPHIC SCALE  
 0 100 200  
 FEET

HERITAGE AT GRIMES PLAT 2  
 C4.3



February 26, 2015

**Att: David Bentz**  
Bishop Engineering  
3501 104th Street  
Des Moines, IA 50322

**Heritage at Grimes Plat 2 – Preliminary Plat**

*FOX Ref No: 8630-04D.212*

FOX Engineering and City Staff has completed the second review for Heritage at Grimes Plat 1 as submitted via email on February 26, 2015. Please address the following comments:

1. Please label Highway 141 on the vicinity map.
2. The following comments are in regard to the proposed streets within the development in relation to the comprehensive plan:
  - a. Please provide a 50-ft access easement from NE Park to the WWTP site. Exact placement of this easement shall be coordinated during the construction drawing review process.
3. The following comments are in regard to the proposed trail & park plans within the development in relation to the comprehensive plan:
  - a. Discussion is necessary to clarify and document the open space and/or parkland dedication requirements for the entire development.
  - b. NE Beaverbrooke Blvd requires landscaping along both sides of the roadway as well as within the median. In addition, a berm is required along residential properties. Please show the location of landscaping on the preliminary plat. These features will be evaluated during the construction plan review process.
4. FOX has reviewed the plan in regard to the proposed sanitary sewer within the development in relation to the comprehensive plan and have the following comments:
  - a. Please show sanitary sewer easements through the Outlots on the Utilities and Easements Plan.
  - b. Please increase the slope of S301 to achieve proper pipe cleaning velocities.
5. FOX has reviewed the plan in regard to the proposed water main within the development in relation to the comprehensive plan and have no further comments.
6. The following comments are in regard to the proposed storm sewer & drainage plans within the development in relation to the comprehensive plan:
  - a. Please show the effective FEMA floodplain and floodway on the preliminary plat.

---

**PRELIMINARY PLAT SUBMITTAL SCHEDULE:**

**PLANNING & ZONING:** March 3, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 10, 2015 at 5:30 at the Grimes City Hall

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

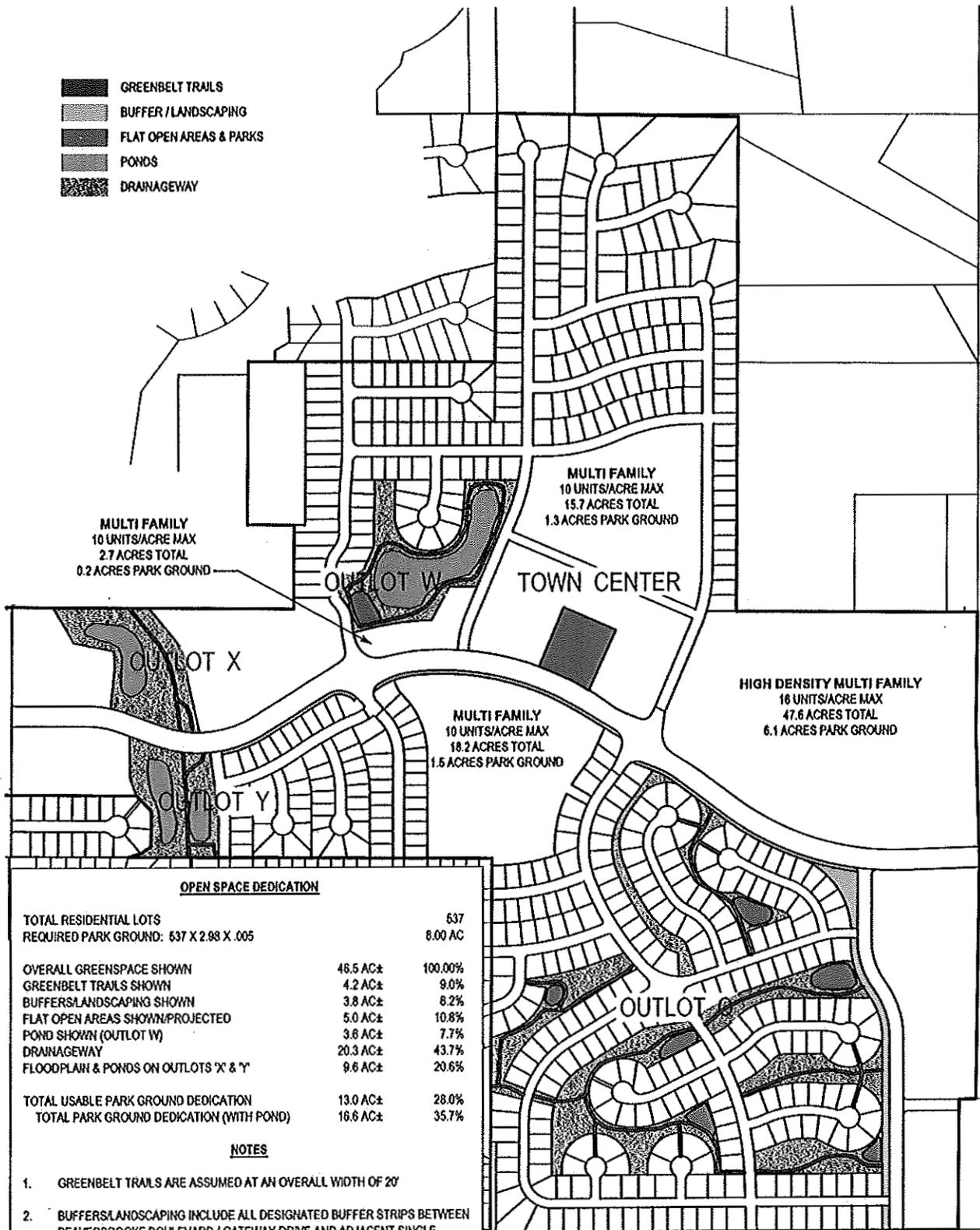
FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes

-  GREENBELT TRAILS
-  BUFFER / LANDSCAPING
-  FLAT OPEN AREAS & PARKS
-  PONDS
-  DRAINAGEWAY



**OPEN SPACE DEDICATION**

TOTAL RESIDENTIAL LOTS		637
REQUIRED PARK GROUND: 637 X 2.98 X .005		8.00 AC
OVERALL GREENSPACE SHOWN	48.5 AC±	100.00%
GREENBELT TRAILS SHOWN	4.2 AC±	9.0%
BUFFERS/LANDSCAPING SHOWN	3.8 AC±	8.2%
FLAT OPEN AREAS SHOWN/PROJECTED	5.0 AC±	10.8%
POND SHOWN (OUTLOT W)	3.8 AC±	7.7%
DRAINAGEWAY	20.3 AC±	43.7%
FLOODPLAIN & PONDS ON OUTLOTS 'X' & 'Y'	9.6 AC±	20.6%
TOTAL USABLE PARK GROUND DEDICATION	13.0 AC±	28.0%
TOTAL PARK GROUND DEDICATION (WITH POND)	16.6 AC±	35.7%

**NOTES**

1. GREENBELT TRAILS ARE ASSUMED AT AN OVERALL WIDTH OF 20'
2. BUFFERS/LANDSCAPING INCLUDE ALL DESIGNATED BUFFER STRIPS BETWEEN BEAVERBROOKE BOULEVARD / GATEWAY DRIVE AND ADJACENT SINGLE FAMILY RESIDENTIAL GROUND.
3. FLAT OPEN AREAS INCLUDES ±2.5 ACRES OF DEDICATED PARKGROUND WITHIN THE TOWN CENTER SECTION, ±0.7 ACRES OF OPEN PARKGROUND TO THE WEST OF THE CENTRAL POND, AND ±1.8 ACRES OF OPEN "POCKET PARKS" WITHIN THE GREENSPACE OF OUTLOT Q AS SHOWN IN THE APPROVED PUD.
4. POND AREA INCLUDES ONLY THE CENTRAL POND LOCATED IN OUTLOT W.
5. DRAINAGEWAY AREAS ARE ESSENTIALLY EVERYTHING NOT DEDICATED OTHERWISE. THIS NUMBER MAY CHANGE SLIGHTLY DURING FINAL DESIGN OF THE AREAS AND MAY ALSO RESULT IN MORE LAND BEING DEDICATED TO USABLE PARK GROUND.
6. MULTI FAMILY LOTS WILL UTILIZE ADDITIONAL PARK GROUND BEYOND REQUIRED 8.00 ACRES. ANY ADDITIONAL REQUIRED WILL BE PROVIDED WITHIN THE INDIVIDUAL MULTI-FAMILY LOTS

*Heritage*  
At Grimes

THIS GRAPHIC IS SCHEMATIC IN NATURE AND INTENDED TO CONVEY GENERAL LAYOUT LOCATIONS AND SIZES. FINAL SIZE AND EXACT LOCATIONS OF SOME ELEMENTS MAY CHANGE DURING THE PRODUCTION OF CONSTRUCTION DOCUMENTS





February 25, 2015

**Dean Roghair**  
Civil Design Advantage  
3405 SE Crossroads  
Grimes, IA 50111

**Autumn Park Plat 6 - Preliminary Plat**

*FOX Ref No: 8630-06k.217*

Thank you for submitting your project for review. The City of Grimes is committed to assisting you with the completion of this project. FOX Engineering has completed the second review of the Preliminary Plat for Autumn Park Plat 6, dated February 24, 2015. Please note the following comments:

1. 166.08, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan and have the following comment:
  - a. We understand that the Developer is proposing to convey the stream channel to the City of Grimes for ownership and maintenance.
  - b. The existing storm water detention basin has been sized for storm water quality and quantity for Plat 6. They are proposing drainage swales along the north property line to collect off-site storm water and the roadways will serve as the 100-yr overflow pathways.
  - c. In the Stormwater Management Plan summary, please state how maintenance of the Plat 2 ponds (where the stormwater for this plat is being detained) is intended to be handled. Please state that the Plat 2 pond will be cleaned of silt at the completion of construction of Plat 6 to bring the pond to the design finished grade.
  - d. Discussion is necessary about the developer's proposal to extend the maintenance bond for the pond in Plat 2 one (1) year into the future (rather than expiration at the time of buildout) in Plat
2. 166.08, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan. The existing 8-inch sanitary sewer along NW 8<sup>th</sup> Street will be able to handle the sanitary sewer flows from this new development.
3. 166.08, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan, and have no further comments.
4. 166.08, FOX Engineering has reviewed the proposed major streets within this development in relation to the Comprehensive Plan and have the following comment:
  - a. Please note that Staff will recommend that no bond or cash payment will be required to extend streets and utilities to the property lines due to lack of easements from the adjacent property owner. These improvements will be completed by the adjacent property owner if said property develops.
5. 166.08, FOX Engineering has reviewed the proposed bike paths and sidewalks within this development in relation to the Comprehensive Plan and have no further comments.
6. 166.08, FOX Engineering has reviewed the parkland requirements for this development. Please note that the Developer is installing a greenbelt trail along with a trail crossing over the stream to satisfy the parkland dedication requirements. In addition, there is a Developer's Agreement in regard to the parkland dedication for the entire Autumn Park Subdivision.

---

**PRELIMINARY PLAT SCHEDULE:**

**PLANNING & ZONING:** March 3, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 10, 2015 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz, P.E.*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes



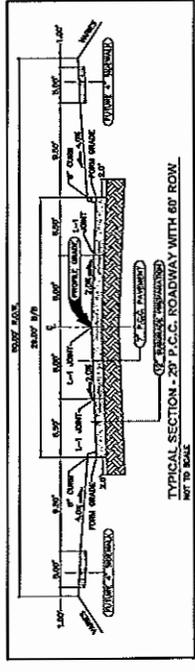
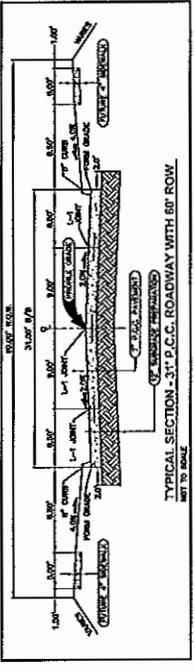
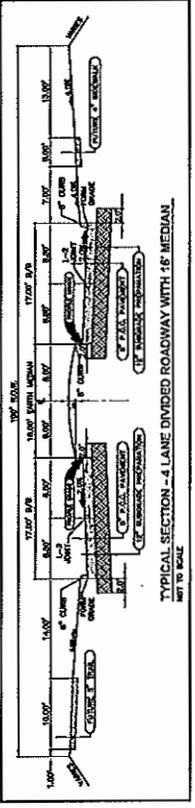
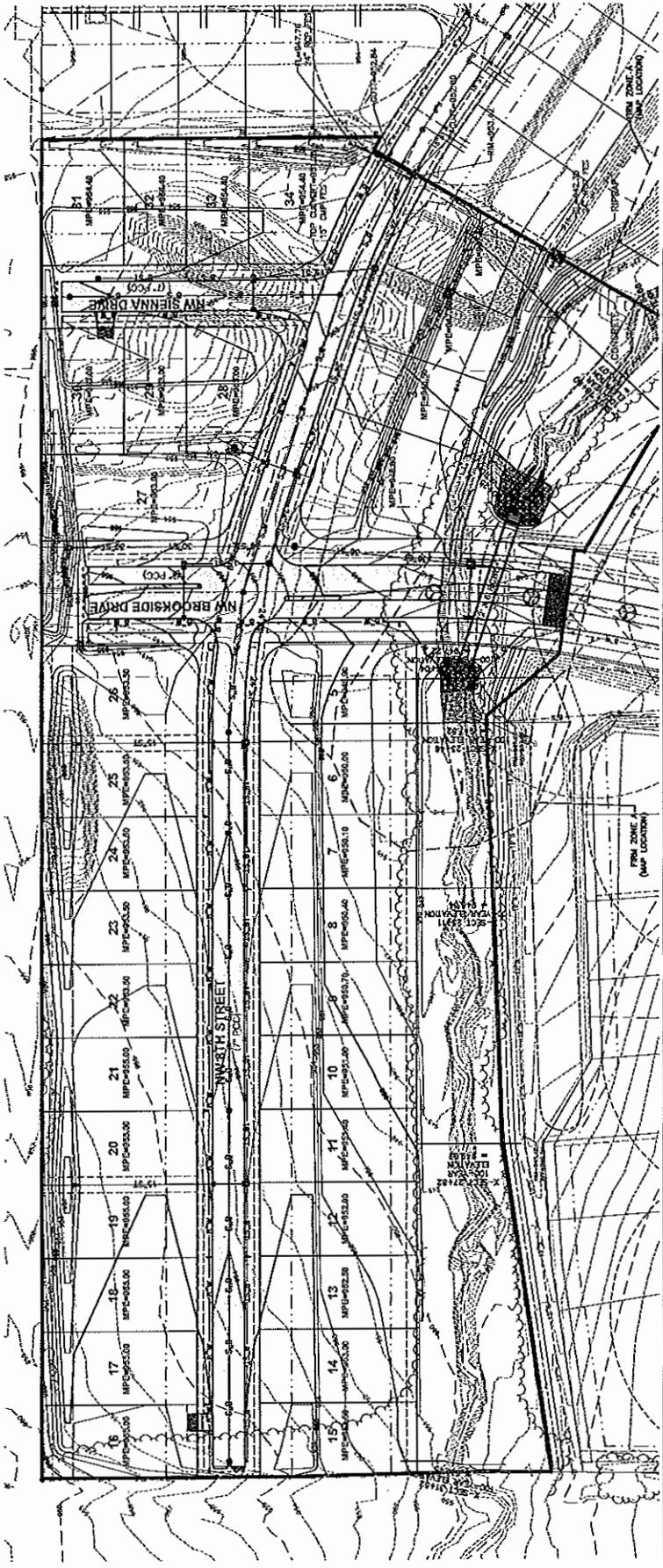
# AUTUMN PARK PLAT 6

PRELIMINARY PLAT / FINAL DEVELOPMENT PLAN (SHEET 2 OF 2)

3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRAYES, IOWA 50111  
 PHONE: (515) 369-4100 FAX: (515) 369-4410  
 ENGINEER: EJM  
 TECH: NEM  
 CIVIL DESIGN ADVANTAGE  
 GRAYES, IOWA

AUTUMN PARK PLAT 6  
 PRELIMINARY PLAT /  
 FINAL DEVELOPMENT PLAN

2/2  
 1-412-R004





February 25, 2015

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

**Crossroads Business Park of Grimes Plat – Preliminary Plat 6**

FOX Ref No: 8630-04K.216

FOX Engineering and City Staff has completed the second review for Crossroads Business Park of Grimes Plat 6 dated February 24, 2015. Please address the following comments:

1. 166.08.07, FOX Engineering has reviewed the proposed streets within this development in relation to the Comprehensive Plan and have the following comment:

- a. Please provide a turnaround with road closed signage at the north end of SE Destination.

2. 166.08.07, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan and have the following comment:

- a. This plan intends that detention for this plat shall be provided by each individual lot.

166.08.07, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan and have no further comments.

3. 166.08.07, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan and have no further comments.

4. 166.08.07, FOX Engineering has reviewed the proposed trails and sidewalks within this development in relation to the Comprehensive Plan and we have the following comments:

- a. The Developer has provided a note on the plat stating that a 5' sidewalk shall be planned for with the site plan as required by the city.

**PRELIMINARY PLAT REVIEW SCHEDULE:**

**PLANNING & ZONING:** March 3, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 10, 2015 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

*Mitch Holtz*

Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes







February 25, 2015

**Shane Devick, P.E.**  
Civil Engineering Consultants, Inc.  
2400 86<sup>th</sup> Street – Unit 12  
Des Moines, IA 50322

**Canoyer Gardens Expansion – Site Plan**  
Lot 5 – Interstate Gateway Business Park  
FOX Ref No: 8630-98n.246

FOX Engineering and City Staff has completed the second review for the Canoyer Gardens Expansion site plan dated February 24, 2015. Please address the following comments:

**General Comments**

1. Please note that the fire chief has yet to comment on this site plan. Discussion is necessary in regard to fire protection (hydrant coverage) and fire protection access to this building. Staff assumes that a paved access for fire protection will be required to protect this structure. Future comments may be forthcoming.
2. The Developer is proposing no parking as part of this development. Future parking, if necessary, is shown along the east side of the proposed structure. Said future parking is accounted for in the stormwater management calculations. If this lot is sold, then an access agreement from Lot 4 will be necessary to build this future parking.
3. Zone 1 of the Highway 141 Overlay District (Chapter 165A) requires the site to be fully sodded where grass is used as ground cover. The Developer is seeking a waiver for the sodding requirements. In lieu of sod, the Developer is proposing hydroseeding of lawn grass and prairie grasses.

**Grading – Sheet 2:**

4. The Developer is proposing black aluminum non-opaque fencing along the west side of the proposed structure. The site plan shall state the type of outside materials that will be stored in this area. Discussion is necessary if an opaque fence shall be required.
5. The Developer is proposing gravel surfacing in the storage area. The Developer has stated that this area will not be subject to vehicular traffic. The code requires these areas to be hard surface. It is our understanding that the Developer is seeking a waiver for the hard surfacing requirement.
6. Please state on the site plan that this site utilizes the dumpster on Lot 4.

**Architectural Plan**

7. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.

**Lighting Plan**

No lighting is proposed as part of this site plan.

**Stormwater Management Plan**

8. You've stated that the stream may backflow, temporarily, into the pond. This is not recommended. However, if no flapgate is to be utilized to mitigate backflow, please provide provisions in the post-construction maintenance plan to provide guidance to the site manager on the maintenance requirements accordingly.

---

**Stormwater Pollution Prevention Plan**

9. FOX has yet to review the SWPPP that has been provided as part of the site plan. Comments will be forthcoming.
10. Please submit a City of Grimes Grading/Certification for Development form.

**Post Construction Stormwater Agreement**

FOX has not received any of the necessary Post-Construction documentation for review. Site Plan approval shall be contingent upon submission of signed Post-Construction Documents.

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

**SITE PLAN SUBMITTAL SCHEDULE:**

**PLANNING & ZONING:** March 3, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 10, 2012 at 5:30 at the Grimes City Hall

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

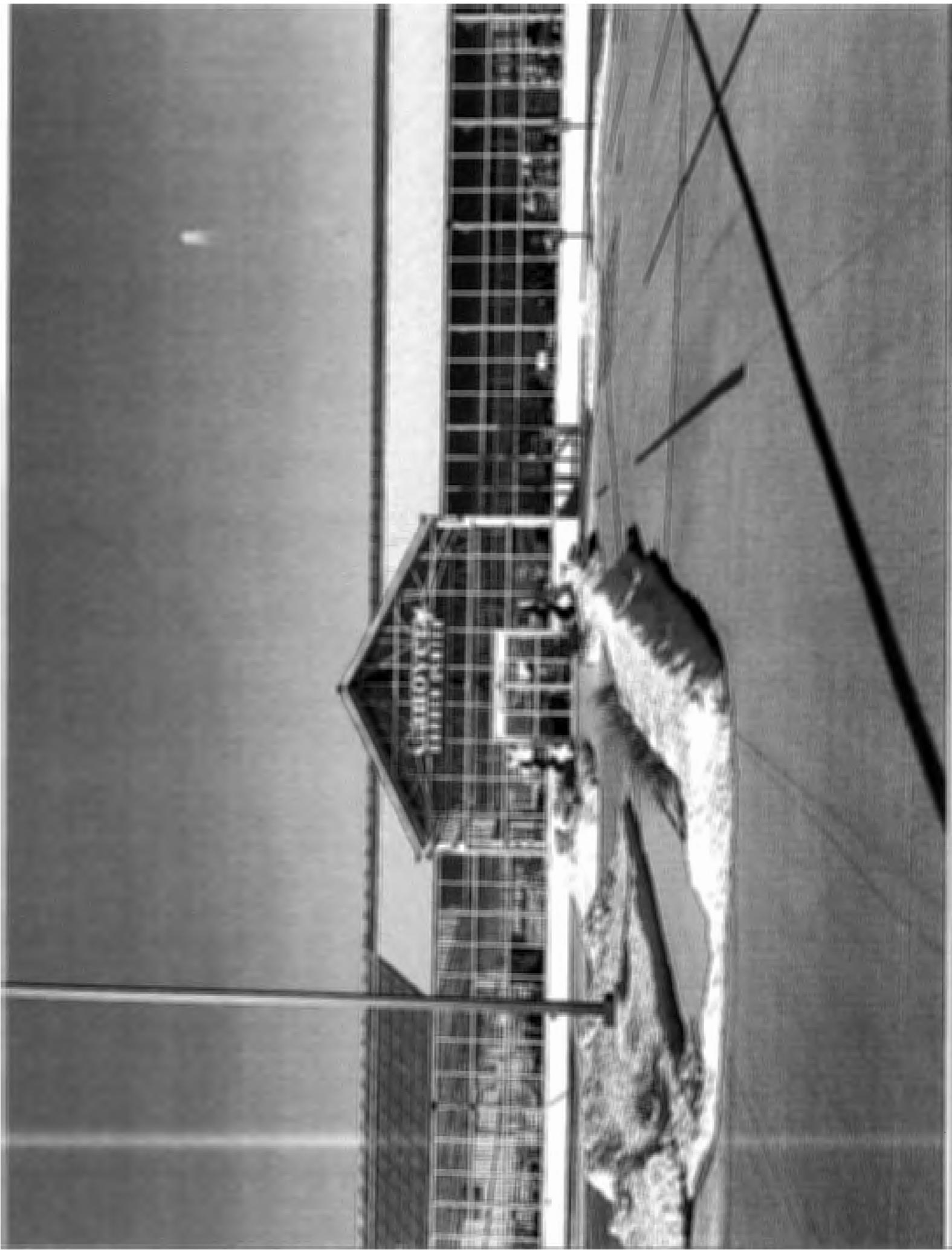
FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.

Copy to: Kelley Brown, City of Grimes  
Scott Clyde, City of Grimes











Civil Engineering Consultants, Inc.

---

February 24, 2015  
City of Grimes  
Northeast Harvey Street  
Grimes, IA 50111

RE: SOD WAIVER REQUEST  
CANOYER SITE EXPANSION WITHIN ZONE 1 HIGHWAY 141 OVERLAY DISTRICT

To Whom it may concern:

Canoyer Garden Center would respectfully request a waiver of the requirement that all disturbed areas within the Zone 1, Highway 141 Overlay District be sodded.

Canoyers Gardens would prefer to restore the area underneath the overhead electrical transmission lines and creek bottom to a native prairie mix, as it exists now. Native planting would match the existing north side of the creek and provides erosion resistance with deep rooting. Additionally, Canoyer Garden Center would prefer to seed the remainder of the open space around the expansion with a lawn mixture. These areas are delineated on the rendering and landscape plan.

Proposed seeding process for lawn mixture:

First the site would be seeded by a "drill" method. Secondly, over the drilled seed, a Hydroseed mixture would be broadcast. Hydroseed is a mixture of seed, compost, fertilizer, water, and green dye.

Justification for request:

- 1) Difficulty with sodding large areas
  - a) High initial cost
  - b) High maintenance cost /time – constant watering utilizing large amounts of water and long root establishment period
  - c) Bare spots are common in large areas, even with diligent watering
- 2) Benefits of Hydroseeding large areas
  - a) Lower initial cost
  - b) Lower maintenance cost /time, especially in the fall; the hydroseed mixture is designed to lock in moisture and germinate quickly
  - c) Easier to obtain a quality end result
- 3) Match grass type of existing site. It would be difficult to find a sod to match the existing lawn grass.

Due to the profession of the Canoyer Garden Center, they are well qualified to produce a quality lawn with a seeding process.

We appreciate your consideration of this matter.  
Sincerely,

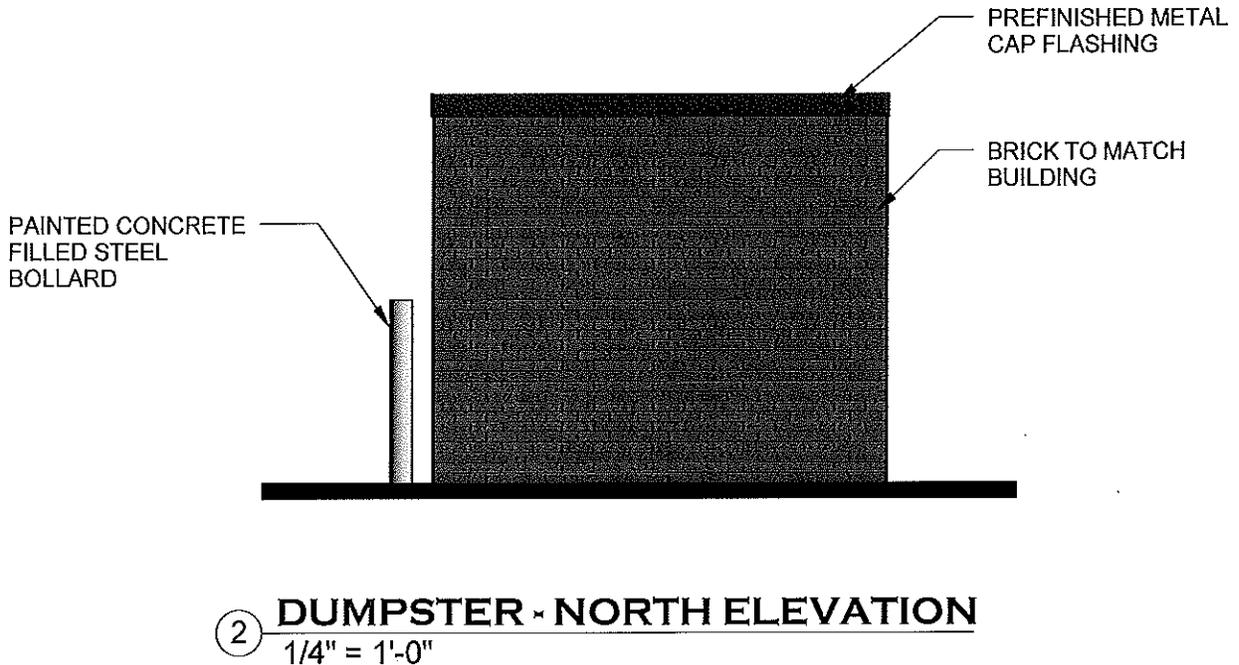
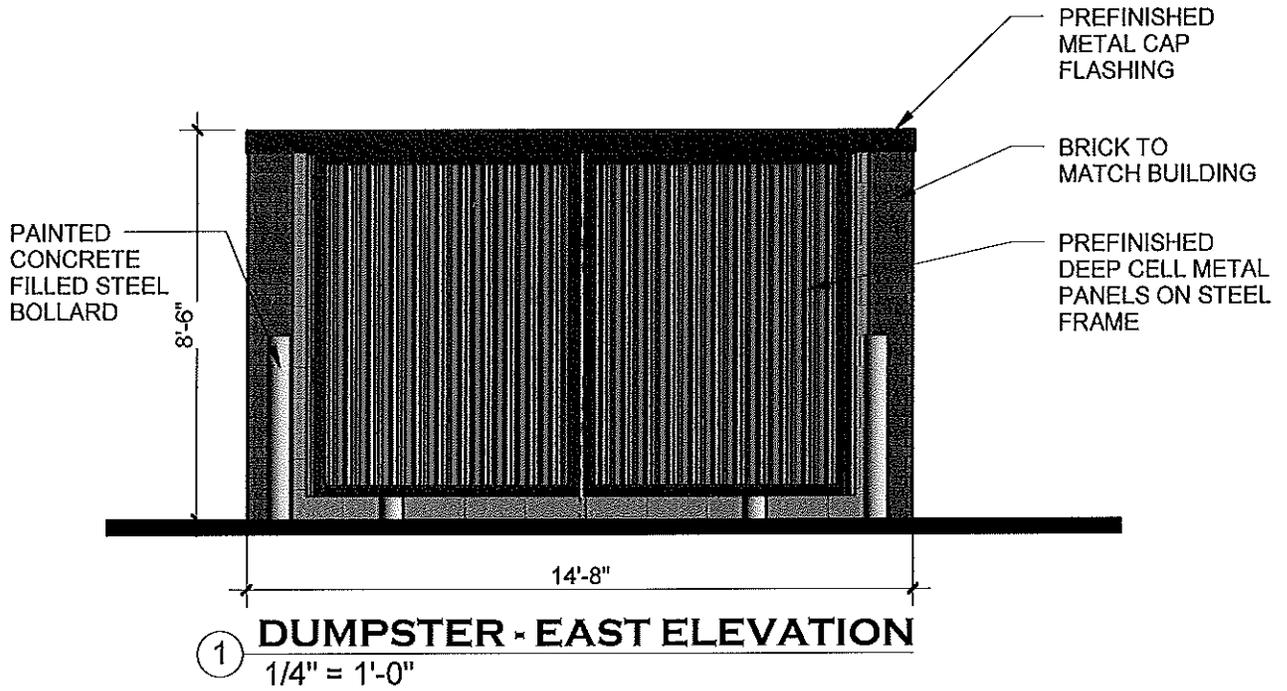
CIVIL ENGINEERING CONSULTANTS, INC.  
Shane Devick

CANOYER GARDEN CENTER  
Kyle Canoyer



**GATEWAY  
 CORNER**  
 SITE ILLUSTRATIVE





**simonson**

simonson & associates architects llc  
1717 ingersoll avenue suite 117 des moines ia 50309  
ph 515 440 5626 www.simonsonassoc.com

This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is provided as an instrument of service by the Designer. All Rights are reserved for use on this project only. Any reproduction, use, or disclosure of information contained herein without the prior written consent of the Architect is strictly prohibited. (c) Copyright 2014 by Simonson & Associates Architects, LLC.

Job No.

Proj. Mgr.

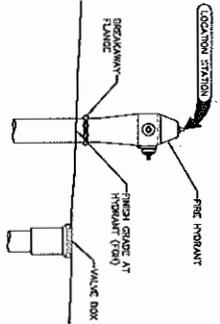
Date

Title  
**DUMPSTER ENCLOSURE**

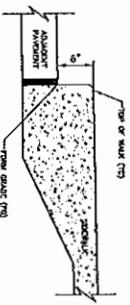
Sheet

**M1.3**

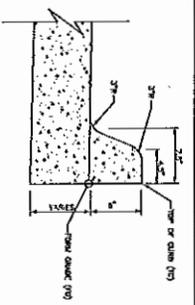




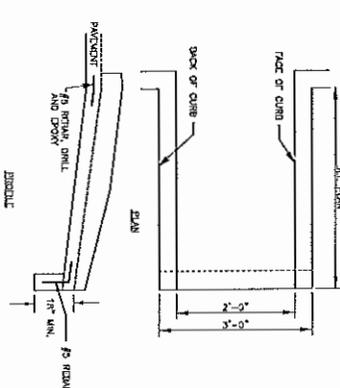
1 FIRE HYDRANT ASSEMBLY  
SPOT ELEVATION REFERENCE DETAIL



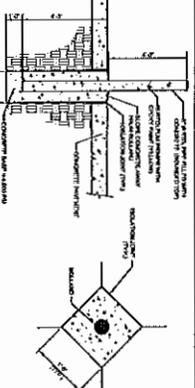
2 CLASS 'A' INTEGRAL CURB AND SIDEWALK  
SPOT ELEVATION REFERENCE DETAIL



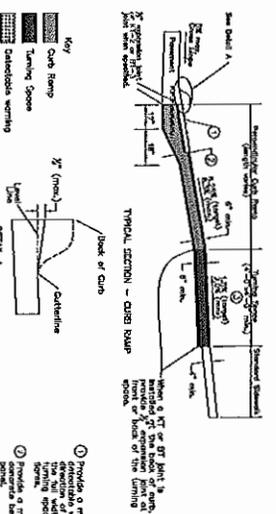
3 INTEGRAL STANDARD CURB AND SPOT ELEVATION REFERENCE DETAIL



5 CONCRETE LETDOWN FLUME DETAIL



6 BOLLARD DETAIL



4 GENERAL SIDEWALK AND CURB RAMP DETAILS

- 1 Provide a minimum 2 inch thick of concrete wearing surface in the curb and sidewalk.
- 2 Provide a minimum of 4 inches of concrete below the designated wearing surface.
- 3 Provide a minimum of 1 inch thick concrete base for the curb and sidewalk.
- 4 Provide a minimum of 2 inch thick concrete base for the curb and sidewalk.

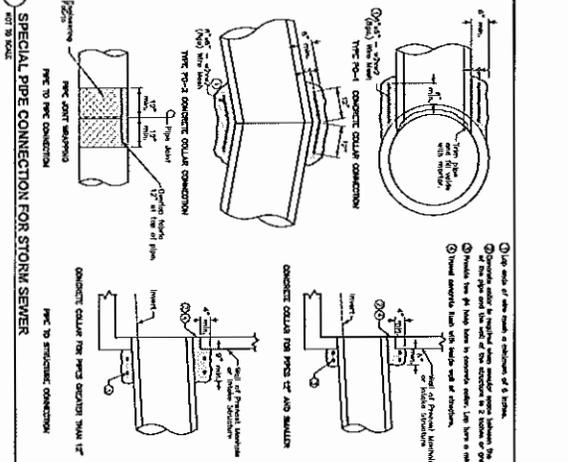
GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH AMERICAN NATIONAL STANDARDS (ANSI) ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND THE CITY OF GRIMES PARTICIPATIVE SAFETY PLAN.
3. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE PERMITS AVAILABLE FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GRIMES STANDARD SPECIFICATIONS FOR CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
7. CONTRACTOR TO VERIFY BUILDING UNDERGROUND WITH ARCHITECTURAL PLANS.
8. PLACE 1/2 INCH DOWNSHAFT JOINT TYPICAL ALL PERMANENT CONCRETE (P.C.) PARAPET/ADJUTANT AND BOLLARD. PLACE 1/2 INCH DOWNSHAFT JOINT TYPICAL SIDEWALKS AND P.C. PARAPET.
9. REMOVE ALL CURBS SHALD AND RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
10. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS, SIDEWALKS AND OTHER PUBLIC LANDS AND SURVEY DIVISION. ANY DAMAGE TO EXISTING CURBS, SIDEWALKS AND OTHER PUBLIC LANDS AND SURVEY DIVISION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
11. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT-OF-WAY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF WORK BETWEEN SURFACES AND UNDERGROUND UTILITIES IN THE PROJECT INCLUDING STATION OF CONSTRUCTION DETAIL.
16. CONCRETE REPAIRS FOR ANY WORK APPROXIMATIONS SHALL BE REPAIRED TO THE NEAREST TRADESMAN JOINT TO EXISTING CONCRETE. NO PATCHING IS ALLOWED.
17. ALL STAIR STOPS SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO STAIR STOP PRODUCT MANUFACTURER'S INSTRUCTIONS. INSTALL AND UNDER ALL STAIR STOPS AND THEIR REPRESENTATIVE (P.C.) SHALL BE INSTALLED BY THE CONTRACTOR'S SO.
18. ALL SPOTS AND APPROVALS REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR'S SO.

CITY OF GRIMES STANDARD NOTES FOR SITE PLANS

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT VERSION OF THE CITY OF GRIMES PARTICIPATIVE SAFETY PLAN AND THE CITY OF GRIMES STANDARD SPECIFICATIONS FOR CONSTRUCTION.
2. A RECONSTRUCTION PROJECT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
7. ALL STAIR AND LAKE STAIRS WILL BE TO COMPLY WITH LOCAL MAINTENANCE AND REPAIRING OF THE STAIRS AND STAIRS WILL BE THE RESPONSIBILITY OF THE PROPRIETOR.

SPECIAL PIPE CONNECTION FOR STORM SEWER



TRAFFIC CONTROL NOTES

1. ALL APPLICABLE CITY PERMITS INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WORK.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNAGE THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF THE MUTCD SHALL BE REMOVED FROM THE PROJECT SITE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES, IOWA, AND CONSULT WITH THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, AND THE CITY ENGINEER, PUBLIC LANDS AND SURVEY DIVISION, FOR ANY NECESSARY PERMITS AND APPROVALS. NO CONSTRUCTION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THE REGULATIONS.
7. ALL STAIR AND LAKE STAIRS WILL BE TO COMPLY WITH LOCAL MAINTENANCE AND REPAIRING OF THE STAIRS AND STAIRS WILL BE THE RESPONSIBILITY OF THE PROPRIETOR.



February 25, 2015

**Randy Zerr, P.E.**  
Civil Design Advantage  
3405 SE Crossroads Drive, Suite G  
Grimes, IA 50111

**Gateway Corner – Site Plan**  
Lot 1 – Gateway Business Park Plat 2  
FOX Ref No: 8630-99f.272

FOX Engineering and City Staff has completed the second review for the Gateway Corner site plan dated February 25, 2015. Please address the following comments:

**Site Plan – Cover Sheet – Sheet 1**

1. Please revise the “Retail” square footage in the parking space requirement summary as the retail portion of the building is 1,400 sf.
2. Please take another look at the parking summary. You state that 14,863 sf has been provided for parking with 40 parking stalls. This is an average of 372 square foot per space. Further discussion is necessary as to the required parking for this site. There is concern that parking will not be sufficient for the use.

**Site Plan – General Notes and Details – Sheet 2**

3. Please provide a detail of the dumpster enclosure.

**Site Plan – Dimension Plan – Sheet 3**

4. Discussion is necessary about concerns regarding queues for both drive-thrus and how it will affect drive aisle and pedestrian circulation on this site.
5. Please eliminate the sidewalk east of the “tee” along the north property line.

**Site Plan – Landscape Plan – Sheet 6**

6. Please verify that it is safe to plant trees and shrubs over the grease interceptor.

**Architectural Plan**

7. Please submit building elevation plans. These should be included as part of the site plan and listed in the sheet index.
8. It is highly recommended that you bring detailed building materials and color schemes with you to P & Z.

**Lighting Plan**

FOX has yet to review a photometrics plan for this site. It is our understanding that this will be submitted soon.

**Stormwater Pollution Prevention Plan**

27. The Developer has stated that he is preparing a SWPPP for this site. FOX has yet to review.
28. Please submit a City of Grimes Grading/Certification for Development form. This is so that if/when there are erosion issues on-site, the city has a contact information.

---

**SITE PLAN SUBMITTAL SCHEDULE:**

**PLANNING & ZONING:** March 3, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** March 10, 2012 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.

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



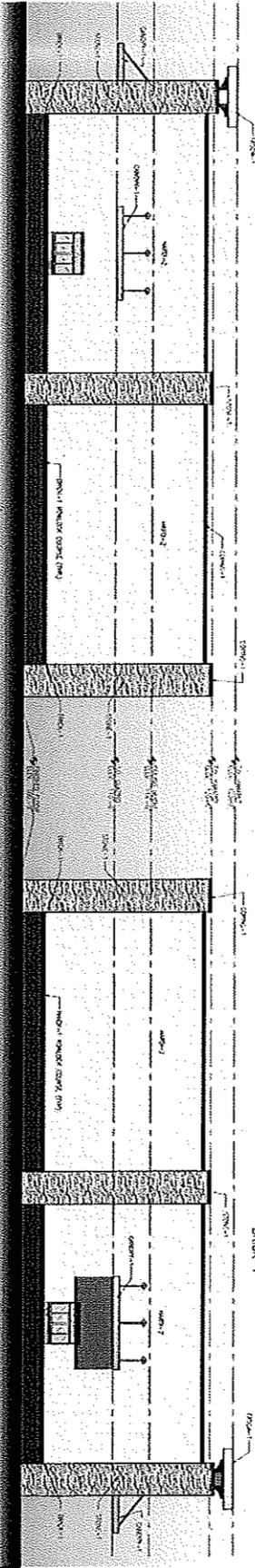
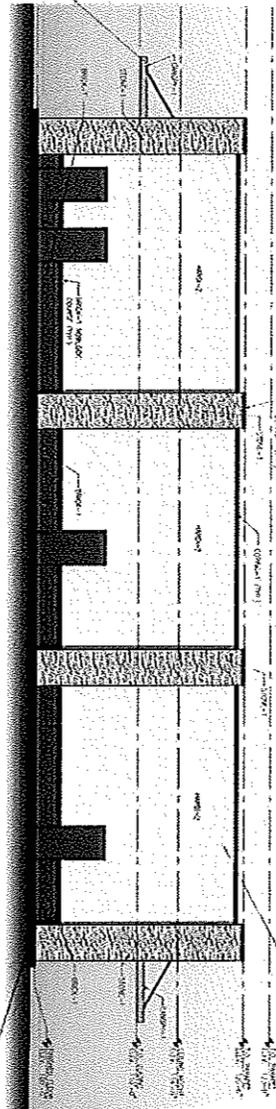
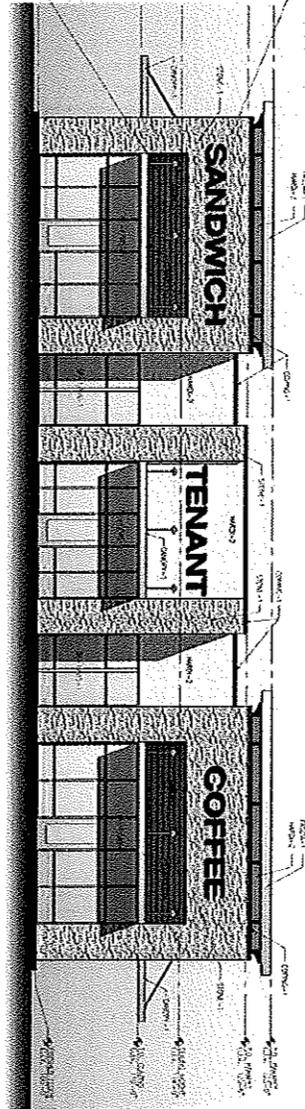
STONE-1



HARD-1



CANDY-1



**GENERAL EXT. ELEVATION NOTES**

1. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
2. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
3. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
4. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
5. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
6. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
7. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
8. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
9. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.
10. ALL EXTERIOR MATERIALS SHALL BE SUPPLIED BY THE SAME SOURCE.

**EXTERIOR MATERIAL LEGEND**

NO.	DESCRIPTION	FINISH
1	BRICK	BRICK
2	STONE	STONE
3	GLASS	GLASS
4	ALUMINUM	ALUMINUM
5	WOOD	WOOD
6	CONCRETE	CONCRETE
7	PAINT	PAINT
8	ROOFING	ROOFING
9	MECHANICAL	MECHANICAL
10	ELECTRICAL	ELECTRICAL
11	PLUMBING	PLUMBING
12	HEATING	HEATING
13	Cooling	Cooling
14	Structural	Structural
15	Foundation	Foundation
16	Site Work	Site Work
17	Landscaping	Landscaping
18	Signage	Signage
19	Accessibility	Accessibility
20	Energy Efficiency	Energy Efficiency
21	Fire Safety	Fire Safety
22	Security	Security
23	Insurance	Insurance
24	Maintenance	Maintenance
25	Warranty	Warranty

Date: 03-03-2018  
 Schematic Design  
 Scale: Revision  
 A2.1  
 EXTERIOR ELEVATIONS  
 CSB

**GRIMES RETAIL**  
 SE 28TH ST & 141 CORRIDOR  
 GRIMES, IOWA

**simonson**  
 Simonson & Associates Architects Inc  
 1001 Legation Avenue, Suite 200, Des Moines, IA 50319  
 515.281.4444  
 www.simonsonarchitects.com

MINUTES FOR HEARING ON A  
GENERAL OBLIGATION LOAN  
AGREEMENT AND TO AUTHORIZE  
PRELEVY

419952-39

Grimes, Iowa

March 10, 2015

The City Council of the City of Grimes, Iowa, met on March 10, 2015, at 5:30 p.m., at the City Hall, Grimes, Iowa.

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

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Loan Agreement and to borrow money in a principal amount not to exceed \$700,000 for the purpose of acquiring, furnishing and equipping a municipal public works facility, the City Clerk announced that no petition had been filed asking that the question of entering into the loan agreement be submitted to the registered voters of the City, and that the City Council may proceed with the authorization of said loan agreement.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

RESOLUTION NO. 03-0415

Resolution Authorizing a Loan Agreement and the future issuance of General Obligation Public Works Facility Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the "City"), in Polk County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring, furnishing and equipping a municipal public works facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 10, 2015, no petition had been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City intends to enter into the Loan Agreement and to issue General Obligation Public Works Facility Bonds (the "Bonds") in the future and anticipates that principal and interest will come due on the Bonds before July 1, 2016; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2015-2016 fiscal year for the payment of such principal and interest;

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

Section 1. The City hereby determines to enter into the Loan Agreement in the future, providing for a loan to the City in a principal amount not to exceed \$700,000 for the purpose or purposes set forth in the preamble hereof.

Section 2. The Bonds shall be issued in the principal amount not to exceed \$700,000 in evidence of the City's obligation under the Loan Agreement at the time such funds are needed.

Section 3. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding the following direct annual tax:

For collection in the fiscal year beginning July 1, 2015,  
sufficient to produce the net annual sum of \$563,738;

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

Section 4. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 10, 2015.

---

Mayor Pro Tem Evans

Attest:

---

City Clerk Rochelle Williams

••••

On motion and vote, the meeting adjourned.

\_\_\_\_\_  
Mayor Mayor Pro Tem Evans

Attest:

\_\_\_\_\_  
City Clerk Rochelle Williams

STATE OF IOWA  
COUNTY OF POLK   SS:  
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the authorization of a certain Loan Agreement and General Obligation Public Works Facility Bonds to be issued in evidence of the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk Rochelle Williams

STATE OF IOWA

SS:

COUNTY OF DALLAS

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council on March 10, 2015, entitled: "Resolution Authorizing a Loan Agreement and the future issuance of General Obligation Public Works Facility Bonds and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2015, as provided in the resolution.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Auditor

STATE OF IOWA

SS:

COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council on March 10, 2015, entitled: "Resolution Authorizing a Loan Agreement and the future issuance of General Obligation Public Works Facility Bonds and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2015, as provided in the resolution.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Auditor

March 6, 2015

Kelley Brown  
City Administrator/City Hall  
Grimes, Iowa  
Via Email

Re: General Obligation Loan Agreement/Prelevy  
Our File No. 419952-39

Dear Kelley:

We have prepared and attach proceedings to be used at the March 10<sup>th</sup> City Council meeting covering the hearing on the Loan Agreement and the adoption of the resolution authorizing the debt service property tax levy for the fiscal year beginning July 1, 2015.

After it is adopted, a certified copy of the enclosed resolution must be filed with the Dallas and Polk County Auditors no later than March 31, 2015. Please print extra copies of the resolution for this purpose.

When the City is ready to enter into the Loan Agreement, we will prepare proceedings to enable the City Council to supplement this resolution to provide for the actual loan transaction.

The proceedings attached include the following items:

1. Minutes of the March 10<sup>th</sup> Council meeting covering the hearing, followed by the resolution authorizing the FY 2016 property tax levy in the amount of \$563,738. This number should be conformed to what was listed in your FY 2016 budget.
2. Certificate attesting the transcript.
3. Certificates of the County Auditors relating to the filing of a certified copy of the Resolution in that office.

The City Council should meet on March 10<sup>th</sup> as scheduled to hold the hearing on the Loan Agreement. The minutes as drafted assume that no petition will be filed asking that the question of entering into the General Obligation Loan Agreement be taken to an election.

If a petition is filed regarding the Loan Agreement, please contact my office as soon as possible after receipt.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams  
Travis Squires

NW 70th Street Improvements - Quantities through NW 107th Street (SEE DISPLAY)

NW 70th Ave West of NW 107th Street (50/50)  
 NW 107th Street North of NW 70th Avenue (50/50)  
 NW 107th Street Roundabout (75/25)  
 Quantity Split (Johnston/Grimes)

Preliminary - Opinion of Probable Construction Costs  
 Johnston/Grimes, Iowa - 2013

61% 50/50 split of Grimes Portion

1,578 SY of 15.5' pavement along Theleka Frontage  
 61% Theleka Project Portion

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	JOHNSTON PORTION		GRIMES PORTION		Theleka Assessment	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
<b>1. GENERAL</b>									
1.1	CONSTRUCTION STAKING	LS	7,500.00	0.58	\$ 4,350.00	0.42	\$ 3,150.00	0.26	\$ 1,921.50
<b>2. EARTHWORK</b>									
2.1	CLEARING & GRUBBING	LS	5,000.00	0.58	\$ 2,900.00	0.42	\$ 2,100.00	0.26	\$ 1,291.00
2.2	TOPSOIL, STRIPPING, SALVAGING & SPREADING	CY	12.00	1300	\$ 15,600.00	1300	\$ 15,600.00	793.00	\$ 9,518.00
2.3	EXCAVATION, CLASS 10	CY	10.00	8300	\$ 83,000.00	8300	\$ 83,000.00	5083.00	\$ 50,830.00
2.4	SUBGRADE PREPARATION	SY	3.50	4694.9	\$ 16,432.15	3248.3	\$ 11,369.05	1981.48	\$ 6,935.12
2.5	MODIFIED SUBBASE	CY	42.00	1565.0	\$ 65,730.00	1083.0	\$ 45,459.00	650.83	\$ 27,749.43
2.6	PAVEMENT REMOVAL	SY	10.00	2218.5	\$ 22,185.00	1670.5	\$ 16,705.00	1019.01	\$ 10,190.05
2.7	REMOVALS, AS PER PLAN	LS	5,000.00	0.58	\$ 2,900.00	0.42	\$ 2,100.00	0.26	\$ 1,291.00
<b>3. TRENCH, BACKFILL &amp; TUNNELING</b>									
NOT USED									
<b>4. SEWERS &amp; DRAINS</b>									
4.1	STORM SEWER, 15 IN	LF	60.00	216.5	\$ 12,990.00	187.5	\$ 11,250.00	114.33	\$ 6,862.50
4.2	STORM SEWER, 18 IN	LF	75.00	26	\$ 1,950.00	26	\$ 1,950.00	15.65	\$ 1,189.50
4.3	STORM SEWER, 24 IN	LF	100.00	212	\$ 21,200.00	159	\$ 15,600.00	96.99	\$ 9,699.00
4.4	STORM SEWER, 30 IN	LF	110.00	127.5	\$ 14,025.00	127.5	\$ 14,025.00	77.78	\$ 8,555.25
4.5	STORM SEWER, 36 IN	LF	125.00	330.0	\$ 41,250.00	208.0	\$ 25,750.00	125.66	\$ 15,707.50
4.6	SUBDRAIN & FITTINGS, 6" DIA. PVC (TYPE I)	LF	15.00	585	\$ 8,775.00	243	\$ 3,645.00	143.23	\$ 2,223.45
4.7	SUBDRAIN, CONNECTION TO INTAKES OR STORM SEWER	EA	500.00	1	\$ 500.00	1	\$ 500.00	0.61	\$ 305.00
4.8	SUBDRAIN, RISER & CLEANOUT ASSEMBLY (TYPE I)	EA	500.00	2.25	\$ 1,125.00	0.75	\$ 375.00	0.45	\$ 223.75
<b>5. WATER MAINS &amp; APPURTENANCES</b>									
5.1	12" WATER MAIN	LF	50.00	0	\$ -				
5.2	12" GATE VALVE	EA	2,500.00	0	\$ -				
5.3	HYDRANT ASSEMBLY	EA	5,000.00	0	\$ -				
5.4	WATER MAIN REMOVAL	LF	20.00	0	\$ -				
<b>6. STRUCTURES FOR SANITARY &amp; STORM</b>									
6.1	MANHOLE, STORM SEWER, SW-401, 48 IN	EA	4,000.00	0.75	\$ 3,000.00	0.25	\$ 1,000.00	0.15	\$ 610.00
6.2	MANHOLE, STORM SEWER, SW-401, 60 IN	EA	5,000.00	1.25	\$ 6,250.00	0.75	\$ 3,750.00	0.49	\$ 2,287.50
6.3	MANHOLE, STORM SEWER, SW-401, 72 IN	EA	6,000.00	0.75	\$ 4,500.00	0.25	\$ 1,000.00	0.15	\$ 610.00
6.4	INTAKE, SW-501	EA	3,750.00	1.00	\$ 3,750.00	1.00	\$ 3,750.00	0.61	\$ 2,287.50
6.5	INTAKE, SW-502	EA	4,000.00	0.75	\$ 3,000.00	0.25	\$ 1,000.00	0.15	\$ 610.00
6.6	INTAKE, SW-503	EA	4,500.00	2.00	\$ 9,000.00	2.00	\$ 9,000.00	1.22	\$ 5,490.00
6.7	INTAKE, SW-506	EA	6,000.00	2.00	\$ 12,000.00	2.00	\$ 12,000.00	1.22	\$ 7,320.00
6.8	INTAKE, SW-513, 4 x 4	EA	4,000.00	1.50	\$ 6,000.00	1.50	\$ 6,000.00	0.92	\$ 3,660.00
<b>7. STREETS &amp; RELATED WORK</b>									
7.1	6" PCC PAVEMENT, CLASS C-4, w/ 6" CURB	SY	52.00	3612.4	\$ 187,844.80	2572.0	\$ 133,744.00	1569.92	\$ 81,583.64
7.2	6" PCC PAVEMENT, CLASS C-4, w/ 6" CURB, COLORED	SY	120.00	339.0	\$ 40,680.00	113.0	\$ 13,560.00	68.53	\$ 8,271.60
7.3	CURB AND GUTTER, 25"	LF	35.00	177.5	\$ 6,212.50	177.5	\$ 6,212.50	108.28	\$ 3,769.63
7.4	5" PCC PEDESTRIAN TRAIL, 10"	SY	45.00	577.5	\$ 25,987.50	379.5	\$ 17,077.50	231.50	\$ 10,417.28
7.5	4" PCC SIDEWALK	SY	40.00	65.2	\$ 3,408.00	28.4	\$ 1,136.00	17.32	\$ 692.99
7.6	6" PEDESTRIAN RAMP	SY	55.00	113.1	\$ 6,220.50	37.7	\$ 2,073.50	23.00	\$ 1,264.84
7.7	DETECTABLE WARNINGS	SF	45.00	120.0	\$ 5,400.00	40.0	\$ 1,800.00	24.40	\$ 1,098.00
<b>8. TRAFFIC CONTROL, SIGNALS &amp; LIGHTING</b>									
8.1	TRAFFIC CONTROL	LS	5,000.00	0.58	\$ 2,900.00	0.42	\$ 2,100.00	0.26	\$ 1,291.00
8.2	PAVEMENT MARKINGS	STA	225.00	8.7	\$ 1,957.50	6.3	\$ 1,417.50	3.84	\$ 864.68
8.3	PAINTED SYMBOLS	EA	200.00	5.5	\$ 1,100.00	2.5	\$ 500.00	1.53	\$ 305.00
8.4	JOINT UTILITY TRENCH	LF	25.00	0.0	\$ -	0.0	\$ -	0.00	\$ -
<b>9. SITE WORK &amp; LANDSCAPING</b>									
9.1	SEED, FERTILIZE, MULCH TYPE I URBAN MIXTURE (HYDRAULIC OR TERRA SEEDING)	AC	3,000.00	2.30	\$ 6,900.00	1.70	\$ 5,100.00	1.04	\$ 3,111.00
9.3	SEED, TYPE 5 STABILIZING CROP	AC	2,500.00	2.30	\$ 5,750.00	1.70	\$ 4,250.00	1.04	\$ 2,692.50
9.4	MULCHING	AC	750.00	4.60	\$ 3,450.00	3.40	\$ 2,550.00	2.07	\$ 1,555.50
9.5	SLT FENCE	LF	2.50	650	\$ 1,625.00	660	\$ 1,650.00	395.50	\$ 991.25
9.6	EROSION CONTROL	LS	10,000.00	0.58	\$ 5,800.00	0.42	\$ 4,200.00	0.26	\$ 2,562.00
9.7	PROTECTION OF INTAKES	EA	100.00	7.75	\$ 775.00	7.25	\$ 725.00	4.42	\$ 442.25
9.8	RIP RAP	TON	45.00	37.5	\$ 1,687.50	37.5	\$ 1,687.50	22.63	\$ 1,025.38
9.9	LANDSCAPING (ROUNDBOUT CIRCLE)	LS	25,000.00	0.75	\$ 18,750.00	0.25	\$ 6,250.00	0.15	\$ 3,812.50
9.10	MONUMENT SIGN "JOHNSTON"	LS	50,000.00	1.0	\$ 50,000.00	0.0	\$ -	0.00	\$ -
9.11	MONUMENT SIGN "GRIMES"	LS	50,000.00	0.0	\$ -	1.0	\$ 50,000.00	0.61	\$ -
<b>10. UTILITY SERVICE LOCATION</b>									
10.1 NOT USED									
<b>11. DEMOLITION</b>									
NOT USED									
<b>SUBTOTAL CONSTRUCTION - Items 1.1 to 10.1</b>					<b>\$ 738,861.00</b>		<b>\$ 546,914.00</b>		<b>\$ 303,118.00</b>

**NW 70th Street Improvements - Quantities through NW 107th Street (SEE DISPLAY)**

NW 70th Ave West of NW 107th Street (50/50)  
 NW 107th Street North of NW 70th Avenue (50/50)  
 NW 107th Street Roundabout (75/25)  
 Quantity Split (Johnston/Grimes)  
 Preliminary - Opinion of Probable Construction Costs  
 Johnston/Grimes, Iowa - 2013

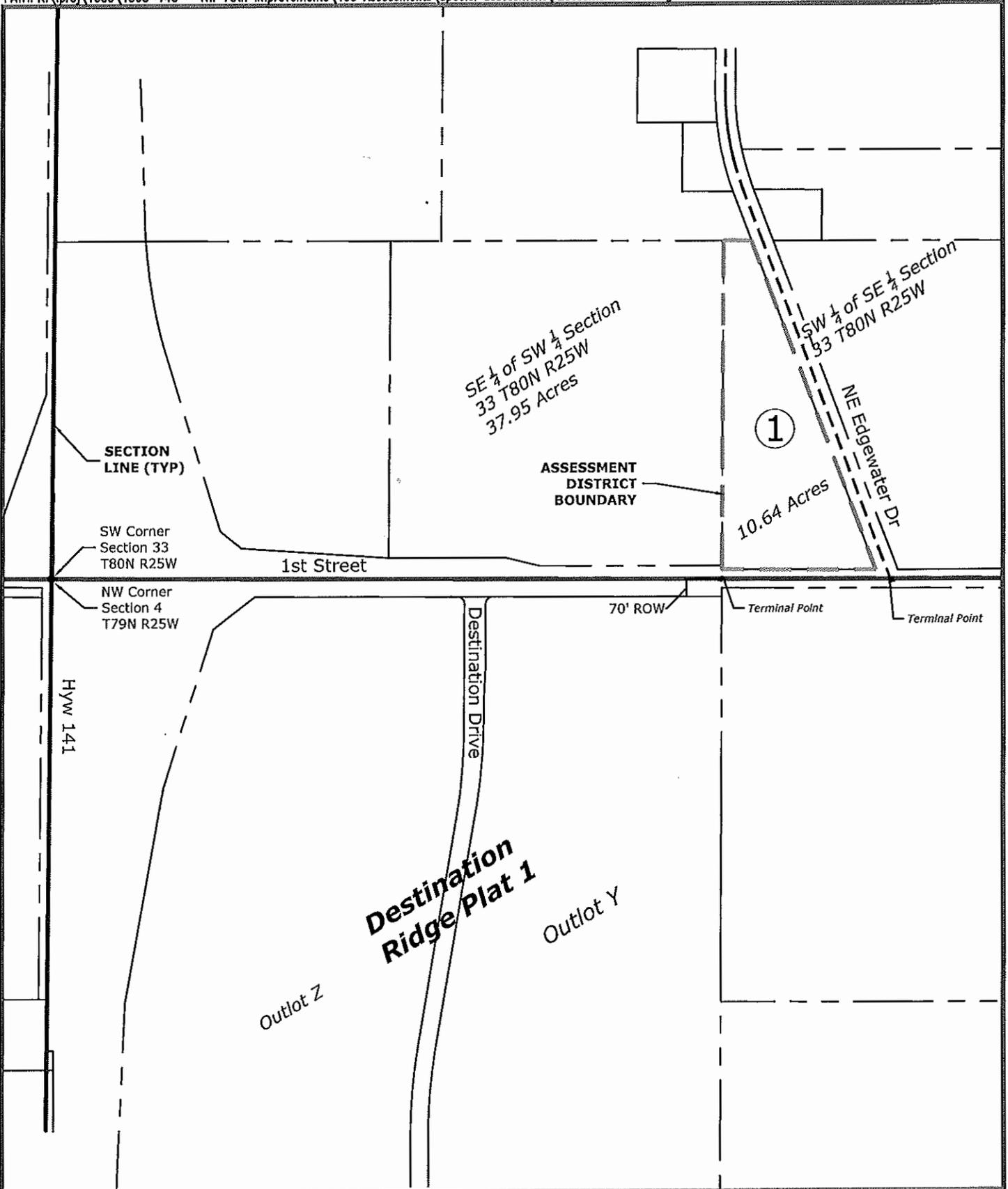
61% 50/50 split of Grimes Portion  
 1,578 SY of 15.5' pavement along Thieleke Frontage  
 61% Thieleke Project Portion

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	JOHNSTON PORTION		GRIMES PORTION		Thieleke Assessment	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
	CONTINGENCY (10%)				\$ 74,000.00		\$ 55,000.00		\$ 33,550.00
	DESIGN & SURVEY (10%)				\$ 82,000.00		\$ 61,000.00		\$ 37,210.00
	CONSTRUCTION OBSERVATION (6%)				\$ 68,000.00		\$ 49,000.00		\$ 29,850.00
	LEGAL & ADMINISTRATION (1%)				\$ 9,000.00		\$ 7,000.00		\$ 4,270.00
	GEOTECHNICAL				\$ 4,500.00		\$ 4,500.00		\$ 2,745.00
	STREET LIGHTING (STANDARD GALVANIZED) (SEE NOTE 10)	EA	\$ 5,700.00	7.00	\$ 39,900.00	6.00	\$ 34,200.00	3.66	\$ 20,662.00
	DECORATIVE	EA	\$ 9,200.00	0.00	\$ -	0.00	\$ -		
	PRIVATE UTILITY RELOCATION (SEE NOTE 11)								
	M/DA/AMERICAN ENERGY	LS	\$ -	0.00	\$ -	0.00	\$ -		
	CENTURY LINK COMMUNICATION	LS	\$ -	0.00	\$ -	0.00	\$ -		
	MEDIA/COM	LS	\$ -	0.00	\$ -	0.00	\$ -		
	WINDSTREAM	LS	\$ -	0.00	\$ -	0.00	\$ -		
	IOWA COMMUNICATIONS NETWORK	LS	\$ -	0.00	\$ -	0.00	\$ -		
	RIGHT-OF-WAY								
	FEE TITLE (SEE NOTE 7)	SF	\$ 1.74	21,624.00	\$ 37,727.82	23,609.00	\$ 49,914.63	17,451.49	\$ 30,447.66
	PERMANENT EASEMENT (SEE NOTE 8)	SF	\$ 0.88	0.00	\$ -	5,177.00	\$ 4,555.76	3,157.97	\$ 2,779.01
	TEMPORARY EASEMENT (SEE NOTE 9)	SF	\$ 0.17	35,707.00	\$ 8,229.87	27,700.00	\$ 4,832.87	16,897.00	\$ 2,948.05
<b>PROJECT TOTAL (2014)</b>					<b>\$ 1,058,200.00</b>		<b>\$ 816,900.00</b>		<b>\$ 467,800.00</b>

**Assumptions:**

1. Pavement removal and reconstruction starting at end of existing typical boulevard section
2. NW 70th Cross section = 2-26' Sections (13'-13') and 15' Median
3. Assumes 50/50 for quantities on the west and north legs of NW 107th Street Roundabout and 75/25 split for quantities inside the crosswalks. (See diagram)
4. Assumes 12 inches of Modified Subbase
5. Assumes no Wetland Mitigation
6. Final Quantities and Estimate of Costs to be determined after Preliminary Design is complete.
7. Price based on January 9, 2015 Prices 41.42-Thieleke.
8. Permanent Easement is for storm sewer easements. Does not include area for permanent utility easements. Price is 50% of Fee Title Price.
9. Temporary Easement does not include area for storm sewer easements. Price is 10% of Fee Title Price.
10. Street Lighting uses 50/50 and 75/25 split of costs.
11. Estimate does not include costs associated with relocating private utilities.
12. Pavement and pavement removal items do not account for a full access at west edge of project. Still accounting for removal of median opening and installation of curb and gutter.
13. Refer to cost share display for percentage explanation.

67%



**1st Street Assessment District**  
 All of the SW 1/4 of the SE 1/4 of Section 33 T80N R25W, 5th PM that is west of NE Edgewater Dr except street and highway right-of-way.

<b>FIGURE:</b>		<b>1</b>
REVISION	NO.	DATE
DRAWN SRS	PROJECT NO. 1005-14C	DATE 03/03/15

## Special assessment of Thielke property for East 1<sup>st</sup> Street and NE Edgewater Drive Reconstruction projects

There are a number of issues involved with the assessment of the improvements to East 1<sup>st</sup> Street and on NE Edgewood Drive to the Thieleke property. These issues involve determining the amount of the project to be assessed, determining the benefitted area that can be assessed, determining the property value within the benefitted area and apportioning assessments and assessment deficiencies.

### ASSESSMENT AMOUNT

The dollar amount of the project to be assessed should be based on the proportional costs of the improvements that benefit the Thieleke property.

In a case where East 1<sup>st</sup> Street and NE Edgewater Drive would be built to residential standards, one half of the cost of building the East 1<sup>st</sup> Street would be assigned to property on the north half of East 1<sup>st</sup> Street and one half of the cost would be assigned to the property along the south half of East 1<sup>st</sup> Street. The same method would apply to the improvements being constructed on NE Edgewood Drive, one half of the cost would be assigned along the west half of NE Edgewood Drive and one half of the cost would be assigned along the east half on NE Edgewood Drive.

However, these projects are being built to arterial street standards. This project includes over width pavement, over depth pavement, oversized storm sewer and other items that are beyond the requirements needed for development. The total cost for constructing East 1<sup>st</sup> Street and NE Edgewood Drive on this part of the project being constructed by Johnston is estimated to cost \$1,875,100 of which \$816,900 has been apportioned to the City of Grimes.

The assessment for East 1<sup>st</sup> Street that was completed in 2009 included all street construction cost, landscaping, street lighting, right of way acquisition and engineering. Based on the total cost assessed to Thieleke in 2009 and dividing by frontage of the parcel that was assessed, the front foot cost is \$354.75. This assessment in 2009 did not include costs for over depth pavement, over width pavement and oversized storm sewer.

Using this front footage cost of \$354.75 multiplied by 930' (which is the approximate front footage of the Thieleke 10.64 acre parcel north west of E 1st Street and NE Edgewood Drive) the amount assessed based on 2009 costs is computed to be \$329,915.

Using the current (2015) estimated project costs from the Foth Engineering estimate for the East 1<sup>st</sup> Street and NE Edgewood Drive reconstruction projects and using quantities of work that would only be associated with costs of one half of a 31' wide street indicates that \$467,800 should be assessed to Thieleke for the 10.64 acre parcel that was not assessed in 2009.

#### BENEFITTED AREA TO BE ASSESSED

In 2009, the East 1<sup>st</sup> Street project was assessed to a benefitted area that was approximately 1258' deep on the north side of East 1<sup>st</sup> Street. This depth went to the north property line of the Thieleke parcel abutting East 1<sup>st</sup> Street. This project, as proposed, uses the same depth that was used in 2009. This was done to be consistent with the previous assessment method.

Due to concerns about City of Grimes assessment methods, it was suggested that Grimes should use the "Flint formula" assessment method. This method was explored and it was determined that the amount being assessed would be placed on a smaller area but the total amount assessed would remain the same and assessment deficiencies would result.

#### PROPERTY VALUE OF THIELEKE PARCEL

The Thieleke parcel that was not assessed in 2009 consists of 10.64 acres. The Polk County assessor's value for this parcel is \$18,760.

The appraisal for right of way acquisition needed for the East 1<sup>st</sup> Street and NE Edgewood Drive reconstruction stated that this 10.64 acre parcel carries a current value of \$76,000 per acre or \$808,640.

Per Iowa Code, the City Council of Grimes can determine fair market value of the property after the improvements are installed.

One way to determine the property value after the improvements are installed is to add the value of the improvements to the current appraised value which is \$468,700 plus \$808,640 or \$1,277,340.

Another way is to use comparable values of land nearby the site. Currently, there is a parcel for sale west of the Thieleke parcel on the north side of East 1<sup>st</sup> Street with all of the improvements installed. The asking price for this parcel is \$4.65 per square foot (\$202,544/acre). Since the Thieleke property will be similarly improved, it will be reasonable to assign the same per acre valuation (\$202,544/acre) to the Thieleke parcel that was not assessed in 2009 for a total value of \$2,157,200.

### ASSESSMENT USING ENTIRE PARCEL (Modified "Flint Formula")

The assessment procedure used in 2009 used a modified "Flint Formula" with a frontage factor and an area factor and placed the assessment area to cover the entire 10.64 acres of the parcel.

Using a value of \$4.65 per square foot value (\$202,544/acre), the total value of the property is determined to be \$2,157,200. Using the 25% rule, the amount assessed to the 10.64 acre parcel could be \$539,300 which is more than the proposed assessment amount of \$467,800. See table below for comparison of effect of property value on amount assessed and/or deficiencies.

Assessment amount comparisons for Thieleke 10.64 acre parcel

Valuation/Acre	Total Value	Assessment	Deficiency
\$76,000	\$808,640	\$202,160	\$265,640
\$120,051 (1)	\$1,277,340	\$319,335	\$148,465
\$202,544	\$2,157,200	\$468,700	

$$(1) \$76,000/\text{acre} + \$468,700/10.64 \text{ acres} = \$120,051/\text{acre}$$

### ASSESSMENT USING "FLINT FORMULA"

Using the Flint Formula, the assessed area of the 10.64 acre parcel is limited to the first 300' of the property abutting East 1<sup>st</sup> Street. This area amounts to approximately 160,000 square feet. Using the \$4.65 per square foot price as the developed price for the property would result in a parcel value of \$744,000.

Assessment amount comparisons for south 300' of Thieleke 10.64 acre parcel

Valuation/Acre	Total Value	Assessment	Deficiency
\$76,000	\$279,160	\$69,790	\$398,010
\$203,604 (1)	\$747,860	\$186,965	\$280,835
\$202,544	\$744,960	\$186,000	\$281,800

$$(1) \$76,000/\text{acre} + \$468,700/3.67 \text{ acres} = \$203,604/\text{acre}$$

### ASSESSMENT DEFICIENCIES

By Iowa Code, the amount assessed to the property cannot exceed 25% of the property value.

If the owner requests an Agricultural Deferment for this assessment, the amount assessed and amount assessed as a deficiency will remain as outstanding assessments and could be transferred to new owners or would be due and payable at closing if the property is sold in the future.

If the owner does not request an Agricultural Deferment and elects to pay the assessment of \$186,000 and continues to farm the property over the next 10 years, the deficiency amount of \$281,800 will be reduced by 10% per year until the deficiency disappears. For example, if the owner sells the property after 5 years, the remaining amount on the deficiency would be \$140,900 which would be due and payable to the City of Grimes. In this example the City of Grimes would collect \$326,900 of the \$467,800 assessed.

## **28E AGREEMENT**

THIS AGREEMENT made and entered into the 1st day of April, 2015, by and between the CITY OF ALTOONA (hereinafter referred to as “Altoona”), the CITY OF ANKENY (hereinafter referred to as “Ankeny”), the CITY OF BONDURANT (hereinafter referred to as “Bondurant”), the CITY OF GRIMES (hereinafter referred to as “Grimes”), the CITY OF JOHNSTON (hereinafter referred to as “Johnston”), the CITY OF PLEASANT HILL (hereinafter referred to as “Pleasant Hill”), the CITY OF POLK CITY (hereinafter referred to as “Polk City”), the CITY OF URBANDALE (hereinafter referred to as “Urbandale”), the CITY OF WEST DES MOINES (hereinafter referred to as “West Des Moines”), and the CITY OF WINDSOR HEIGHTS (hereinafter referred to as “Windsor Heights”): The above-named cities will be referred to individually as an “Authority Member” and collectively referred to as “Authority Members”. This Agreement shall replace the previously filed 28E Agreement, which was made on February 12, 2007, and filed with the Polk County recorder on April 19, 2007 (Book 12154, Page 45).

WHEREAS, the cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, West Des Moines, and Windsor Heights are municipal corporations organized and existing under the laws of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E; and

WHEREAS, each city is willing to share certain costs for the operation of a Metro Home Improvement Program for housing rehabilitation within their respective communities (hereinafter referred to as “Metro Home Improvement Program”); and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E; and

WHEREAS, all cities find that joint and cooperative action will be to their mutual advantage; and

WHEREAS, all cities believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the Metro Home Improvement Program, which agreement will be to their mutual advantage.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, West Des Moines, and Windsor Heights that:

**1. DEFINITIONS:**

- A. PROGRAM: For the purposes of this Agreement, the term “Program” shall mean creation of office facilities for and operation of the Metro Home Improvement Program.
- B. SERVICE AREA: For the purpose of this Agreement, the term “Service Area” shall mean the geographical area within the Authority Members’ combined corporate limits within Polk County as they exist on the effective date of this Agreement and as they may change in the future, as well as the geographical area of new Authority Members that may join the Agreement in the future.
- C. COORDINATING AGENCY: For purposes of this Agreement, the term “Coordinating Agency” shall mean West Des Moines.

## 2. MANAGEMENT COMMITTEE:

- A. **POWERS.** The Agreement shall be administered by the Management Committee, which, except where this Agreement delegates or reserves powers to one or all cities, or to an Authority Member, shall make the managerial decisions necessary to accomplish the purposes of this Agreement. In addition to powers thus implied, the Management Committee shall by means of the budget procedures provided in paragraph B below, recommend to each Council the initial levels of staffing and equipping of the Program and future staffing, equipment and budget. The Management Committee shall establish written policies pertaining to the operational procedures of the Program. The City of West Des Moines shall be responsible for daily operational decisions.
- B. **BUDGET.** Except for the initial year of operation, annually, at least 120 days prior to date City budgets are required to be filed with the County Auditor, the Coordinating Agency shall deliver to the City Manager/City Administrator of each Member for their review and approval a proposed Budget for the next fiscal year which shall be subject to the approval of the respective Authority Member City Councils. In the event the proposed Budget is not approved by all Authority Member City Councils, the Authority Budget for the current year, adjusted for inflation (Consumer Price Index for the U.S. average for all Midwest urban consumers) shall remain in effect until approval of the new Budget is given by all Authority Members' councils. The Budget may be amended with the approval of all Authority Members' councils.
- C. **COMPOSITION.** The Management Committee shall consist of one (1) representative from each Authority Member. Each Authority Member may designate alternate representative(s) to serve in the absence of management

Committee members.

- D. **MEETINGS.** The Management Committee shall meet at least once each calendar year and at such other times as it deems necessary. A special meeting may be called by the Coordinating Agency or any three (3) representatives of the Committee. At any meeting, each representative shall have one (1) vote. A quorum shall consist of a number equal to fifty percent (50%) of the total Management Committee's voting representatives plus one (1). Except as otherwise provided herein, decisions of the Management Committee shall be made by a majority vote of the Committee representatives present constituting a quorum. Minutes of all meetings shall be taken by the Coordinating Agency who shall cause all minutes to be forwarded to the representative of Authority Member. Because the Management Committee and the Sub-Committees thereof are created by Authority Member City Councils, and make budget and other recommendations, the Management Committee and Sub-Committees thereof shall be deemed to constitute governmental bodies subject to the open meetings and open records law of Iowa, to wit: Chapters 21 and 22, Code of Iowa.
- E. **PROFESSIONAL SERVICES:** The Management Committee shall have authority within the appropriate budget to engage legal and other professional services as may be necessary.
- F. **SUB-COMMITTEES:** The Management Committee may establish any sub-committees it feels are necessary to operate the Program.

3. **COORDINATING AGENCY:** West Des Moines shall be the Coordinating Agency for the Program and hereby consents to such designation. Authority Members agree that:

- A. The Coordinating Agency shall act as the contracting authority for the Management Committee and will advertise for and hold the letting of all bids

required of this Project.

- B. Subject to review by the Management Committee, the Coordinating Agency shall employ under its Civil Service Rules and Procedures all regular and probationary employees needed for the operation of the Program to carry out the purposes of this Agreement.
- C. The Coordinating Agency shall manage all personnel pursuant to its employee and administrative policies and procedures, union contracts, civil service, city ordinances and other applicable laws.
- D. The Coordinating Agency shall have custody of and maintain all books and records of the Project on behalf of the individual Authority Members. Authority Members shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project. The books and records of the Project shall be deemed to be the books and records of Authority Members individually with undivided ownership interests in proportion to their respective contributions to the Authority Budget plus original documented contributed capital, and neither the Authority nor the Coordinating Agency shall be deemed to possess an ownership interest by virtue of custody or the obligation to maintain said books and records.
- E. Pursuant to policies and procedures adopted by the Management Committee and the Authority's adopted budget, the Coordinating Agency shall, through its accounts payable system, pay all bills of the Authority.

#### 4. PROGRAM COSTS:

- A. OPERATING COSTS: Annual operating costs shall include but not be limited to personnel, office equipment and supplies, computer and software, conferences

and training, travel and meeting expenses, financial audits, and such other costs as may be determined by the Management Committee.

- B. **GRANT FUNDS:** Any grant funds received for the Program shall be jointly shared by all communities. Each Authority Member will contribute annually to the match funds required for the grant unless they choose to use the biennial option. The match funds will be a one to one match with grant funds from the Polk County Housing Trust Fund. An Authority Member may decide to contribute biennially to the match funds and will thus receive biennial grant funds. During each year this Agreement is in place, each Authority Member will contribute one tenth (1/10) of the cost to administer the program. It is anticipated that all Authority Members will expend an equal allocation of grant funds and contribute a corresponding equal share to cover program costs. Semi-annually during the pendency of this Agreement, the Program Administrator will prepare a percentage comparison of the grant funds allocated to each of the Authority Members. If such analysis determines that any Authority Member is not utilizing its full share of grant funds; that Member may then elect to relinquish a portion of their funds to any of the other members per the direction of the Management Committee. In turn, that Member's cost assessment will be reduced and the receiving Members cost assessment will be increased by a percentage equal to the amount transferred.
- C. **INSPECTION COSTS:** Any cost incurred by any City in the preparation of work write-ups and inspection of work performed shall be the cost of each respective City.

**5. DIVISION OF ANNUAL OPERATING COSTS:** Each party to the Agreement shall

annually budget for operating costs. Each City will remit payment to West Des Moines on an

annual basis its share of annual operating costs; each cities' share being equal to the total operating cost divided by ten (10). Any difference between actual and budgeted expenditures shall be an adjustment to the following year's payment of costs on a pro-rata basis based on the percentage of actual dwelling units assisted in each City.

**6. INDEMNIFICATION:** Each party agrees to indemnify and to hold the other parties, their elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any fiscal obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of any Authority Member and each Authority Member and the Management Committee are authorized to insure any and all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification. West Des Moines' indemnification obligation shall not extend to actions by its personnel taken in its capacity as Coordinating Agency for or on behalf of the Authority rather than for on or behalf of West Des Moines. All actions by West Des Moines personnel in the performance of its functions as Coordinating Agency shall be the responsibility of Authority Members collectively.

**7. AGREEMENT – METHOD OF APPROVAL:** The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.

**8. AGREEMENT – FILING WITH SECRETARY OF STATE:** When this Agreement has been approved by the parties hereto, this Agreement shall be electronically filed with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

9. **AGREEMENT – EFFECTIVE DATE:** This Agreement shall become effective on April 1, 2015.

10. **AGREEMENT – SUBJECT TO GRANT FUNDING:** The terms of this Agreement are predicated and conditioned upon the ability of the City of West Des Moines to obtain grant funding for the Program. Should this method of financing be unavailable or unacceptable, the City of West Des Moines may so notify the Cities of Altoona, Ankeny, Bondurant, Grimes, Johnston, Pleasant Hill, Polk City, Urbandale, and Windsor Heights and this Agreement shall be null and void.

11. **DURATION AND TERMINATION:** This Agreement shall be effective from the date herein provided until terminated as herein provided. An Authority Member wishing to terminate participation must give one-year advanced notice to all other members not later than December 31<sup>st</sup> of any given year. Otherwise, this Agreement shall continue until terminated by mutual agreement of the Authority Members.

12. **NOTICES:** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

- A. Notices to Altoona shall be addressed: City Administrator, City of Altoona, 407 8<sup>th</sup> Street SE, Altoona, IA 50009
- B. Notices to Ankeny shall be addressed: City Manager, City of Ankeny, 410 W. 1<sup>st</sup> Street, Ankeny, IA 50023
- C. Notices to Bondurant shall be addressed: City Administrator, City of Bondurant, P.O. Box 37, Bondurant, IA 50035
- D. Notices to Grimes shall be addressed: City Administrator, City of Grimes, 101 N. Harvey Street, Grimes, IA 50111
- E. Notices to Johnston shall be addressed: City Administrator, City of Johnston,

P.O. Box 410, Johnston, IA 50131-0410

- F. Notices to Pleasant Hill shall be addressed: City Manager, City of Pleasant Hill, 5160 Maple Drive, Suite A, Pleasant Hill, IA 50327
- G. Notices to Polk City shall be addressed: City Administrator, City of Polk City, P.O. Box 426, Polk City, Iowa 50226
- H. Notices to Urbandale shall be addressed: City Manager, City of Urbandale, 3600 86<sup>th</sup> Street, Urbandale, Iowa 50322
- I. Notices to West Des Moines shall be addressed: City Manager, City of West Des Moines, P.O. Box 65320, West Des Moines, IA 50265
- J. Notices to Windsor Heights shall be addressed: City Administrator, City of Windsor Heights, 1145 66<sup>th</sup> Street, Suite 1, Windsor Heights, IA 50324
- K. If during the term of this Agreement any City shall change the address of its City Hall or seat of municipal government, it shall notify the others of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

**13. ARBITRATION:** Should the parties be unable to agree upon the allocation of costs among them, or should any other dispute arise concerning the interpretation or operation of this Agreement which the parties are unable to resolve, then any such dispute shall be submitted to an arbitrator mutually agreeable to the parties; or, in the absence of such agreement, to an arbitrator chosen by the Chief Judge of the Fifth Judicial District of the State of Iowa. In either event, the determination of such arbitrator as to the dispute submitted to the arbitrator shall be final.

**14. SIGNATURE PAGES:** Each Participating Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the City Clerk of the City of West Des Moines to assemble the signature pages and append same to

copies of this Agreement, and to electronically file the Agreement with the Secretary of State.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

CITY OF ALTOONA

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Altoona, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF ANKENY

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Ankeny, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF BONDURANT

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Bondurant, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF GRIMES

By: \_\_\_\_\_  
Mayor Pro Tem Evans

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Grimes, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF JOHNSTON

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Johnston, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF PLEASANT HILL

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Pleasant Hill, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF POLK CITY

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Polk City, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF URBANDALE

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Urbandale, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF WEST DES MOINES

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of West Des Moines, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

CITY OF WINDSOR HEIGHTS

By: \_\_\_\_\_  
Mayor

STATE OF IOWA            )  
  )ss:  
COUNTY OF \_\_\_\_\_ )

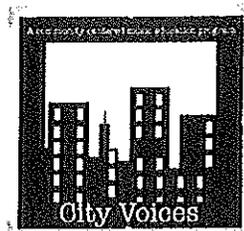
On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did state that they are the Mayor of the City of Windsor Heights, respectively, of said City; that no seal has been procured by the said City; that said instrument was signed on behalf of said City by authority of its City Council; and that the said \_\_\_\_\_ as such officer acknowledge the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

Commission Expires:

Copies to  
CC

FYE '16



February 9, 2016  
Tom Armstrong, Mayor  
Doug Bickford, City Council  
Ty Blackford, City Council  
Tami Evans, City Council  
Jill Altringer, City Council  
Craig T. Patterson, City Council  
City of Grimes  
101 NE Harvey Street  
Grimes, Iowa 50111

924 45th Street  
Des Moines, IA 50312  
cityvoicesdesmoines.org  
515-681-6234

Dear Mayor Armstrong, Mr. Bickford, Mr. Blackford, Ms. Evans, Ms. Altringer and Mr. Patterson:

I am pleased to inform you that City Voices received a Cultural Enrichment Grant of \$3,200 from Bravo Greater Des Moines for the Fiscal Year 2016. As a recipient of this grant, and having already benefitted greatly from the support, we wish to thank you for your support of public arts funding and your partnership with Bravo.

This grant is supporting the continuation of our current program that offers free private voice lessons and enrichment classes for Des Moines-area secondary students who have the talent and desire to develop as singers, but lack the financial resources to pay for the individual instruction that this pursuit requires. We have already been able to serve a very diverse group of over fifty students, who are thriving - last summer, two of our students sang with the chorus in the Des Moines Metro Opera's production of "Dead Man Walking," another represented the Des Moines NAACP Chapter in the national ACT-SO program's Classical Music competition, and another received a voice scholarship to Waldorf College. This year, we have used these funds to expand our reach within our targeted population, and have seen continued successes: two students were selected to perform their music theater songs at the International Thespian Festival this summer, four have auditioned for and two have been accepted to university fine arts programs, and one of our students was selected for the prestigious Iowa All-State Choir - one of only two students from the entire city of Des Moines. More importantly, we continue to develop more confident and active participants within Des Moines Public School music and drama programs, and provide exposure and access to community arts events; already this school year we have taken students to the Des Moines Symphony, Hoyt Sherman Place (Tonic SolFa) and we are participating in a workshop with six-time Grammy-nominee Nnenna Freelon, sponsored by Civic Music Association, this month.

We also have enhanced our program for these talented students by offering higher-level theory and the opportunity to study online with the Berklee School of Music's City Music program, with which we recently partnered. We are particularly proud that our diversity reflects the face of the Des Moines Public Schools, with African-American, Hispanic and White students represented almost equally, as well as a significant number of Asian students. We believe that these students will become educated consumers of community music offerings as well as take advantage of music opportunities at our great state colleges and universities.

For more information, please contact Mary Anne Sims at 515-681-6234, or at [maryanne@cityvoicesdesmoines.org](mailto:maryanne@cityvoicesdesmoines.org). You may also visit our website at [www.cityvoicesdesmoines.org](http://www.cityvoicesdesmoines.org).

Sincerely yours,

Mary Anne Sims  
Executive Director, City Voices