



101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

## **CITY COUNCIL MEETING**

Grimes City Hall

101 NE Harvey Street

March 24, 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 March 10, 2015 Meeting
  - B. Alcohol License Renewal for American Inn Class C Liquor License with Sunday Sales
  - C. Warranty Deed for property owned by Janet Heldenbrand
  - D. J.T. Concrete, Inc. \$7,148 (repairs at fire station to long drain inside building, exterior driveway panel replacements)
  - E. Warranty Deed for property - Cooper Woodworking LLC
  - F. Public Works Truck Ford F550 4 x4 V10 for Star Equipment - \$86,479.65
  - G. AECOM – NW Transportation Corridor Feasibility Study - \$4,688.85
  - H. Letter of Support for Zip Code Change in City Limits of Urbandale
  - I. Russelectric Inc – transfer switch at water treatment plant - \$2,939.54
  - J. Sauerman & Son Inc. for lime for Sport Complex - \$2,537.64
  - K. Municipal Supply – water meters - \$15,642.35
  - L. Task Order 8630-15P Fox Engineering for the North Grimes Complex Fencing Improvements
  - M. Task Order 2454-15A Fox Engineering for the Highway 141 Sanitary Sewer Improvements



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- N. Resolution 03-0615 Waiving Right to Review Preliminary Plat Beaver Crossing Plat 1
- O. Set Hearing for April 28, 2015 for the East 1<sup>st</sup> Street Paving from 925' east of SE Destination Drive to NW 107<sup>th</sup> Street in Grimes
- P. Resolution # 03-0415 approving the Preliminary Resolution of Necessity for the East 1<sup>st</sup> Street Paving
- Q. Purchase order in an amount not to exceed \$15k to Uretek (for soil stabilization for the ASR Project)
- R. Finance Report for the month of February, 2015
- S. Claims dated March 24, 2015

#### 5. U S Water Report

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

- A. Gateway Corner- Site Plan
- B. Presentation from MS Moments on Request to for the 5<sup>th</sup> Annual Bag Tournament as a Fundraiser with proceeds going to help families directly impacted by Multiple Sclerosis and to raise awareness be held in Grimes – Karrie Anderson
- C. Resolution 03-0515 Home Base (Governor has launched a public-private partnership to match military veterans with jobs that are available across Iowa and asked Cities to pass a resolution of support)
- D. Public Hearing on Resolution Authorizing City to Issue Quit Claim to former City Alleyway Property Abutting 509 N Main Street
- E. Resolution 03-0215 Authorizing City To Issue Quit Claim Deed To Former City Alleyway Property Abutting 509 N Main Street

#### **PUBLIC FORUM**

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

#### **COUNCIL ACTIONS**

1. Ordinance #644 Second Reading to Rezone Kennybrook South from PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential consisting of 18.5 acres



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### **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, March 10, 2015

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Pro Tem Evans on Tuesday, March 10, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Pro Tem Evans.  
Roll Call: Present: Bickford, Evans, Altringer and Patterson Absent: Blackford

### **GENERAL AGENDA ITEMS.**

#### **APPROVAL OF THE AGENDA**

Mayor Pro Tem Evans asked for approval of the agenda.

Moved by Bickford, Seconded by Altringer; the Agenda shall be approved with the moving of Public Agenda item F after item L as requested by engineer on the project.

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

#### **Approval of the Consent Agenda**

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 Callista 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 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 of the Expanded Urban Renewal Area Designation and on Urban Renewal Plan Amendment 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

Claims dated March 10, 2015 - \$490,978.64.

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

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

#### **Fire Chief Report**

Chief Krohse was present to update the Council on the department. He advised they had 55 runs for the month of March. He stated that call numbers were down from last year possibly due to better weather and less accidents. He added that 60% of the calls were EMS.

#### **Patrol Report**

Deputy Ballinger from the Polk County Sheriff's Department was present to update the Council on the month of February for the department. He advised they had 306 calls for service, 175 traffic stops, and 8 arrests for a total of 481 contacts. Deputy Ballinger advised that they were using new software that would make them able to break down their reports easier.

**PUBLIC AGENDA ITEMS**

**A. Public Hearing for the 2015-2016 City Budget**

Mayor Pro Tem Evans opened the Public Hearing at 5:35 pm. City Administrator Brown advised that the tax rate was staying the same, this would be a balanced budget and the City was in a good financial position. There being no written or oral comments the Hearing was closed at 5:36 pm.

**B. Approval of 2015-2016 City Budget**

Moved by Bickford, seconded by Patterson; the 2015-2016 Fiscal City Budget shall be approved.  
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

**C. Public Hearing for the 2014-2015 Budget Amendments**

Mayor Pro Tem Evans opened the Public Hearing at 5:36 pm. City Administrator Brown stated that every year there are some amendments to the budget as when the budget is approved it is not always possible to know every expenditure and revenue source the City will have. She added that this amendment would cover to cost of purchasing the new Public Works building and we need to account for the debt that will be incurred for this purchase and the timing of some of the capital improvement projects.

**D. Resolution 03-0315 Approving the Amendment for the 2014-2015 Budget Amendment**

Moved by Bickford, Seconded Patterson; Resolution 03-0315 approving the amendment for the 2014-2015 Fiscal Budget Amendment shall be approved.  
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

**E. Public Hearing and Action on 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.**

Mayor Pro Tem Evans opened the Public Hearing at 5:37 pm. Erin Ollendike of Civil Design Advantage, 3405 SE Crossroads Drive, Suite G, Grimes addressed the Council on behalf of Diligent Kennybrook LLC. Ollendike stated that the site consists of 18.5 acres and is currently zoned PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60. Ollendike stated that the owner would like to have the area rezoned to R-3 Medium Density Residential to allow for the construction of a townhome development. She added that these would be the townhomes that were discussed at an earlier meeting by Redwood Living which would give a density of eight units per acre. There being no further oral or written comments the Hearing was closed at 5:39 pm.

**1. Ordinance 644 First Reading to Rezone Kennybrook South from PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential consisting of 18.5 acres**

Moved by Patterson, Seconded by Bickford; the First Reading of Ordinance #644; a request to rezone Kennybrook South from PUD Planned Unit Development with an underlying zoning of R2-70 and R2-60 to R-3 Medium Density Residential, shall be approved.  
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

**F. Heritage - Preliminary Plat 2 (moved to the end of Public Agenda)**

### **G. Autumn Park- Preliminary Plat 6**

Emily Harding, of Civil Design Advantage, 3405 SE Crossroad Drive, Suite G, Grimes was present to address the Council on behalf of Grimes Lots LLC. Harding stated that this 13.94 acre parcel will have 34 single family lots. She stated this would complete the family portion lots of Autumn Park development. Harding added that this would extend NW Brookside Drive to the north property line and NW 8<sup>th</sup> Street to the West and constructs NW Sienna Drive. She stated that 10 ft trails would be installed that would loop the system. Harding informed the Council that the box culvert under Brookside Drive would be installed. She stated that two outlots containing a creek would be conveyed to the City of Grimes for ownership and maintenance just like the previous plats in Autumn Park. She stated that storm water detention was handled during the platting of Plat 2. City Engineer Gade advised that a gravel hammerhead would be added to the end of the street to be used as a turnaround for emergency and City vehicles. Gade also discussed that at the end of these streets the adjacent property owner would be responsible to extending the utilities when this is developed. Gade advised that P&Z recommended approval subject to Fox Engineering comment letter.

Moved by Patterson, Seconded by Bickford; Autumn Park Preliminary Plat 6 shall be approved subject to Fox Engineering comment letter dated February 25, 2015.

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

### **H. Crossroads Business Park – Preliminary Plat 6**

Emily Harding of Civil Design, 3405 SE Crossroads Drive, Suite G, Grimes addressed the Council on behalf of Premier Development. Harding stated that this plat is located east of Hwy 141 and north of SE 37<sup>th</sup> Street in the northwest corner of Crossroads Business Park. She informed the Council that this parcel contains 11.5 acres and contains 6 lots zoned M-2 light industrial. She added this will extend SE Destination Drive to the north property line. City Engineer Gade added that this completes the Crossroads Business Park development. He stated that that at the end of the street there would be a full gravel turnaround for emergency and City equipment. Gade stated that P&Z recommended approval. Moved by Patterson, Seconded by Bickford; Crossroad Business Park Preliminary Plat 6 shall be approved.

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

### **I. Canoyer Gardens Expansion – Site Plan**

Shane Devick, of CEC 2400 86<sup>th</sup> Street, Urbandale, addresses the Council on behalf of Canoyer Garden Center. Devick advised that the owners are proposing an additional greenhouse for the purpose of growing their own product and will not be for public usage. He added that the sight would have a future additional building and parking lot so they could leave their options open. Devick stated that there were connecting sidewalks along with a loading dock and fire access drive. He stated again this would not be a public building but used for growing product to move into the retail facility. Devick stated that this expansion building mimics their existing building without the front entry. He did clarify that the new building would be 130' wide and the existing building is 160' wide. City Engineer Gade stated that the building would be identical in material used as the original with glass and an insulated metal paneling along the bottom. Gade reminded the Council that the original building was granted a waiver for the metal paneling as this is not normally allowed along the Hwy 141 corridor. He added that due to the amount of glass on the building it was granted a waiver. Gade reviewed the landscaping along the sight. He stated there will be a storage area with a non-opaque decorative fence that will contain plant material. Gade stated that the storage area would have rock surfacing. He stated again this is not allowed in the Hwy 141 corridor but since it would not be used for parking of any type he recommended approval of the rock which would allow for drainage of the plants. Gade advised that

since there could be an additional building expansion in the future he would recommend not enforcing the additional landscaping by the storage area. He reviewed the fire access which meets the code. Gade reviewed the sodding. He stated that the owners were asking for a waiver from sodding and be allowed to do a hydro seed mix since it is such a large area. Council Member Evans asked if the items going into the storage area would be carried in and Devick advised that was correct. Devick provided a picture of the proposed fence. He added that it is a mandate by the state that the plants can't be on hard hot surface. Gade stated that he thought it wise that as approval of this side that it be clarified that the storage area is used for plant material and it will not be subject to vehicle travel on it, which will make them in compliant. He added that if this changed they would be in violation. Council Member Altringer asked if we should go one step further and add if the storage unit use changes from plant material that opaque fencing and paving would be required. Gade advised that could be added on the plan. Gade reviewed conversations by Planning and Zoning Board. Devick stated he would add those requirements on the site plan.

Moved by Altringer, Seconded by Patterson; the Canoyer Gardens Expansion Site Plan with the acceptance of the building materials, the waiving of sod requirement and allowing hydro seeding, allowing the outside storage of plant materials with the non- opaque fencing and gravel surface that would not be subject to vehicle traffic be approved with the understanding that if the use changes an opaque fence and paving of the storage area would be required.

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

#### **J. Gateway Corner- Site Plan**

Bob Gibson of Civil Design Advantage, 3405 SE Crossroads Drive addressed the Council on behalf of Newblood Investment LLC. Gibson advised stated that this site consists of one acre and the developer proposed to provide a 5,300 square foot building with three bays providing for a coffee shop, retail, and a restaurant with approximately 41 parking stalls. The two outside buildings would have drive up lanes and Gibson reviewed the queuing of cars but felt due to the two different types of businesses busy times this will not be an issue. Gibson reviewed the building materials on this site plan along with the screening of the mechanicals. Council Member Altringer voiced concerns that in the past we had required the Verizon Building and Burger King to add additional brick to the site due to it being along Hwy 141 corridor. Gibson stated that the owners and the architect are out of town so he is unable to commit to anything further.

Moved by Altringer, Seconded by Bickford; that due to concerns over the building materials on this site plan this item be tabled until the next meeting on March 24, 2015.

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

#### **K. Public Hearing On Proposal On Entering a General Obligation Loan Agreement**

Mayor Pro Tem Evans opened the Public Hearing at 6:15 pm. City Administrator Brown advised this is the beginning of the 8.5 bond issue that we would be proceeding with over the next few months. She stated that \$700,000 of this would be subject to a reverse referendum. She went on to explain that if there were concerns this would go to a ballot for a special election to the public to vote on. Brown stated that this \$700,000 was part of the 2 million dollars used to purchase the Public Works building. There being no further oral or written comment the Hearing was closed at 6:17 pm.

#### **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**

Moved by Patterson, Seconded by Bickford; 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 shall be approved.

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

#### **F. Heritage - Preliminary Plat 2**

David Bentz of Bishop Engineering, 3501 104<sup>th</sup> Street Urbandale addressed the Council on behalf of Heritage Development. Bentz advised that this plat would build NE Beaverbrooke Boulevard from North James Street to Hwy 141. He added this would also add Gateway Drive to the south property line and 10<sup>th</sup> Street to Hwy 141. Bentz stated this would be built out as four lanes with left hand dedicated turn movement and two roundabouts in the center. He added that they were hoping to get the permanent pond in with the trail going around it and have it looking nice as an amenity. Bentz discussed the parkland dedication for the project. He stated that this development is 391.39 acres with approximately 537 lots. Bentz stated that outlot W would be a park. City Engineer Gade advised that they exceed the parkland dedication. He reviewed the parkland areas. The Council reviewed the parkland areas with Bentz. Mayor Pro Tem asked who would be taking care of the pocket parks and was advised it would be the City. Bentz added that these trails would connect up to the City ball park. He added that they were in negotiations with the school right now to build a school building on this plat and it would contain playground equipment. City Engineer Gade added that he would like direction when the multifamily lots start to develop if the Council is going to want an additional park land area which is part of the City Code. Bentz reviewed the different types of housing that would go in each development. He also reviewed access that would go into the water treatment plant. Mayor Pro Tem stated she would like to see playground equipment in Outlot W.

Moved by Bickford, Seconded by Patterson; the Heritage Preliminary Plat 2 shall be approved.

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

### **COUNCIL ACTIONS**

#### **A. Discussion of Thieleke Property for possible assessment as part of NW 70<sup>th</sup> Street**

City Engineer Gade reminded the Council of the joint road improvement project with the City of Johnston along NW 70<sup>th</sup> Street. He added that the City of Grimes portion of this project is a little over \$800,000. Gade stated that he wanted to discuss with the Council the Thieleke property which is adjacent to NW 70<sup>th</sup> Street in determining the amount of the project to possibly be assessed. He stated that it would need to be determined the benefitted area, property value and then the apportionment of the project cost that could be assess and assessment deficiencies. Gade when through calculations with the Council to arrive at this amount and advised them that by Iowa Code the amount of the assessment to the property cannot exceed 25% of the property value. Gade advised that he was not looking for any action tonight but would bring this back at a later meeting with a resolution of necessity.

#### **B. 28 E Metro Home Improvement Agreement**

Dave Sigler the Public Works Administrator stated this was a renewal of an existing agreement with Metro Home Improvement. Sigler advised that some new language had been added to the agreement which allows Cities that do not have a high volume of using this program to only pay into it every other year. Sigler advised that there is currently a waiting list of 3 to 4 families in Grimes.

Moved by Altringer, Seconded by Patterson; the 28E Metro Home Improvement Agreement shall be approved.

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

**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**

Moved by Altringer; Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:50 p.m.

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

ATTEST:

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Rochelle Williams, City Clerk

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Tamara Evans, Mayor Pro Tem



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- > Privileges
- > Applicant
- > Status Of Business
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### Ownership BW0093357, AmericInn of Grimes, Grimes

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

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

Owners:

Name	Address	Percentage	
Kevin Blert	7502 E Pinnacle Peak Rd, Scottsdale, AZ, 85255	100.00 %	View

First Name:	Last Name:
Address:	
Address Line 2:	
City:	State: Please Select <input type="text"/>
Zip:	
Position:	SS#: <input type="text"/> U.S. Citizen: Please Select <input type="text"/>
Date of Birth: MM/DD/YYYY	% of Ownership: <input type="text"/>
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### Privileges BW0093357, AmericInn of Grimes, Grimes

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

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

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- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
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### Applicant License BW0093357, AmericInn of Grimes, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.  
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<p><b>LENGTH OF LICENSE REQUESTED:</b> (Choose one of the following):</p> <p><input checked="" type="radio"/> 12 month</p> <p><input type="radio"/> 8 month</p> <p><input type="radio"/> 6 month</p> <p><input type="radio"/> 14 day</p> <p><input type="radio"/> 5 day</p>	<p>License Status: Submitted to Local Authority</p> <p>Original issue date of license: 03/24/2010 MM/DD/YYYY</p> <p>Issue date of current license: MM/DD/YYYY</p> <p>License effective date: 03/12/2015 MM/DD/YYYY</p> <p>License expiration date: 03/11/2016 MM/DD/YYYY</p> <p>Number of days notice: 0</p> <p>70 day notice: 0</p> <p>Cancel date: MM/DD/YYYY</p>
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**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
Recorder's Cover Sheet

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309, Phone: (515) 288-6041

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

City of Grimes, Attn: Rochelle Williams, 101 NE Harvey Street, Grimes, IA 50111

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309, Phone: (515) 288-6041

**Grantors:**

Janet R. Heldenbrand

**Grantees:**

City of Grimes

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** n/a

**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 101  
Recorder's Cover Sheet

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309, Phone: (515) 288-6041

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City of Grimes, Attn: Rochelle Williams, 101 NE Harvey Street, Grimes, IA 50111

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309, Phone: (515) 288-6041

**Grantors:**

Janet R. Heldenbrand

**Grantees:**

City of Grimes

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** n/a

Erik S. Fisk

**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Janet R. Heldenbrand, a single person do hereby Convey to City of Grimes the following described real estate in Polk County, Iowa:

A part of Lot 2, Block 7 of the original Town of Grimes, in the City of Grimes, Polk County, Iowa and more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence South 00°04'49" East along the East line of said Lot 2, a distance of 100.00 feet; thence North 89°35'30" West, 4.25 feet; thence North 00°20'58" East, 100.00 feet to the North line of said Lot 2; thence South 89°35'21" East along said North line, 3.50 feet to the point of beginning and containing 0.01 acres (387 square feet)

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

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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.

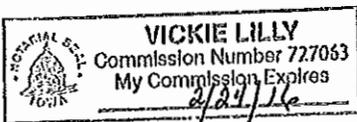
Dated: 2-16-15

Janet R. Heldenbrand  
Janet R. Heldenbrand (Grantor)  
*McAninch*

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me this 16 day of February, 2015, by Janet R. Heldenbrand.

Vickie Lilly  
Signature of Notary Public



ACCEPTANCE BY CITY

STATE OF IOWA        )  
                              ) SS  
COUNTY OF POLK    )

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Warranty Deed was duly approved by the City Council of said City of Grimes by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Rochelle Williams, City Clerk of Grimes, Iowa

Erik S. Fisk

**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Janet R. Heldenbrand, a single person do hereby Convey to City of Grimes the following described real estate in Polk County, Iowa:

A part of Lot 2, Block 7 of the original Town of Grimes, in the City of Grimes, Polk County, Iowa and more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence South 00°04'49" East along the East line of said Lot 2, a distance of 100.00 feet; thence North 89°35'30" West, 4.25 feet; thence North 00°20'58" East, 100.00 feet to the North line of said Lot 2; thence South 89°35'21" East along said North line, 3.50 feet to the point of beginning and containing 0.01 acres (387 square feet)

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

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

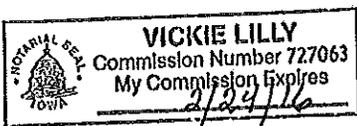
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 2-16-15

Janet R. Heldenbrand  
Janet R. Heldenbrand (Grantor)  
*McAnish*

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me this 16 day of February, 2015, by Janet R. Heldenbrand.



Vickie Lilly  
Signature of Notary Public

**ACCEPTANCE BY CITY**

STATE OF IOWA        )  
                              ) SS  
COUNTY OF POLK    )

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Warranty Deed was duly approved by the City Council of said City of Grimes by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2015, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Rochelle Williams, City Clerk of Grimes, Iowa

1 of

**Rochelle Williams**

---

**From:** Dave Sigler  
**Sent:** Friday, March 13, 2015 9:47 AM  
**To:** Rochelle Williams  
**Subject:** FIRE STATION.pdf  
**Attachments:** FIRE STATION.pdf

Rochelle --

Here is the estimate for the upcoming repairs needed at the fire station.

The long drains inside the building have become a trip hazard and a safety concern as the cement around them has chipped and corroded away. These are directly in the areas of foot traffic with in the building as these drains are between where the trucks are parked. The fire department has already purchased the new drains and this will be work to cut out the old ones, place the new ones and pour back the cement. There are also several panel failures outside in the drive that we have patched with asphalt in areas that are in need of replacing also.

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

20f2

**J. T. Concrete, Inc.**  
 1305 Hoak Dr  
 West Des Moines, Iowa 50265

# Estimate

Date	Estimate #
3/11/2015	779

Name / Address
CITY OF GRIMES FIRE STATION

P.O. No.	Project
	FIRE STATION

Description	Qty	Rate	Total
18' X 4' TEAR OUT, SET DRAIN AND REPLACE	1	1,600.00	1,600.00
23 X 5 TEAR OUT REPLACE SET DRAIN AND POUR WITH C4 MIX REINFORCED WITH #4 BARS	1	1,900.00	1,900.00
38 X 12' EXTERIOR PARKING TEAR OUT REPLACE 8" THICK WITH C4 MIX NON REINFORCED	456	8.00	3,648.00
NOT INCLUDING JOINT SEALING			
IN GENERAL WE EXCLUDE -TESTING OF SOILS OR CONCRETE -COLD WEATHER PROTECTION -UNLOCATED UNDERGROUND OBSTRUCTIONS -LANDSCAPE OR REPAIR OF -JOINT CAULKING -PERMITS -SITE STAKING/LAYOUT -PUMPING OR ROAD BUILDING FOR PLACEMENT OF CONCRETE SPRINKLER HEADS AND LINES/ LOCATION OR REPAIR OF -GRADE WORK BEYOND 2"		0.00	0.00
		<b>Total</b>	<b>\$7,148.00</b>



Erik S. Fisk  
317 Sixth Avenue, Suite 1200  
Des Moines, IA 50309  
fisk@whitfieldlaw.com  
Direct: 515-558-0102  
Main: 515-288-6041  
Fax: 515-246-1474

---

February 9, 2015

Robert L. Cooper  
P.O. Box 278  
Grimes, IA 50111

Re: Warranty Deed to City of Grimes

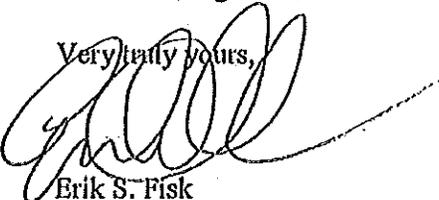
Dear Mr. Cooper:

Enclosed, please find a Warranty Deed prepared for your and your spouse's execution. Please note that this deed requires that you sign both personally, and on behalf of your Limited Liability Company.

As I relayed to you on the phone, it is necessary to have the deed notarized, and the notary cannot be an employee of the City of Grimes. Please do let me know if you have any further questions, and once executed, please either a) drop this at the Grimes City Hall to the attention of Rochelle Williams, City Clerk, or b) forward in the self-addressed stamped envelope, enclosed.

If you have any questions concerning any of the foregoing, please also do not hesitate to contact me concerning same,

Very truly yours,



Erik S. Fisk

**WARRANTY DEED**  
(CORPORATE/BUSINESS ENTITY GRANTOR)  
THE IOWA STATE BAR ASSOCIATION  
Official Form No. 335  
Recorder's Cover Sheet

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309, (515) 288-6041

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

City of Grimes, Attn: Rochelle Williams, 101 NE Harvey Street, Grimes, IA 50111

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

Erik S. Fisk, 317 6th Ave., Ste 1200, Des Moines, IA 50309

**Grantors:**

Cooper Woodworking, LLC

Robert L. Cooper

Sue Lenn Cooper

**Grantees:**

City of Grimes, Iowa

**Legal Description:** See Page 2

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

Erik S. Fisk

### Warranty Deed

(Corporate/Business Entity Grantor)

For the consideration of Ten Dollar(s) and other valuable consideration, Cooper Woodworking, LLC, organized and existing under the laws of Iowa, and Robert L. Cooper and Sue Lenn Cooper, husband and wife, do hereby Convey to City of Grimes the following described real estate in Polk County, Iowa:

A part of Lot 2, Block 7 of the original Town of Grimes, in the City of Grimes, Polk County, Iowa and more particularly described as follows:  
Beginning at the Southeast corner of said Lot 2; thence North 89°35'28" West along the South line of said Lot 2, a distance of 1.00 feet; thence North 8°34'31" West, 22.00 Feet; thence North 00°04'49" West, 10.27 feet to the North line of the South 32 feet of said Lot 2; thence South 89°35'30" East along said North line, 4.25 feet to the East line of said Lot 2; thence South 00°04'49" East along said East line, 32.00 feet to the point of beginning and containing 101 square feet.

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

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: \_\_\_\_\_  
Cooper Woodworking, LLC,

By \_\_\_\_\_  
Robert L. Cooper, Member

\_\_\_\_\_  
Robert L. Cooper

\_\_\_\_\_  
Sue Lenn Cooper

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

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Robert L. Cooper as Member of Cooper Woodworking, LLC.

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

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

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Robert L. Cooper.

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

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

This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by Sue Lenn Cooper.

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

**ACCEPTANCE BY CITY**

STATE OF IOWA                    )  
  ) SS  
COUNTY OF POLK                )

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk of Grimes, Iowa

Erik S. Fisk

**WARRANTY DEED**

For the consideration of One Dollar(s) and other valuable consideration, Janet R. Heldenbrand, a single person do hereby Convey to City of Grimes the following described real estate in Polk County, Iowa:

A part of Lot 2, Block 7 of the original Town of Grimes, in the City of Grimes, Polk County, Iowa and more particularly described as follows:

Beginning at the Northeast corner of said Lot 2; thence South 00°04'49" East along the East line of said Lot 2, a distance of 100.00 feet; thence North 89°35'30" West, 4.25 feet; thence North 00°20'58" East, 100.00 feet to the North line of said Lot 2; thence South 89°35'21" East along said North line, 3.50 feet to the point of beginning and containing 0.01 acres (387 square feet)

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

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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: \_\_\_\_\_

\_\_\_\_\_  
Janet R. Heldenbrand (Grantor)

**STATE OF IOWA, COUNTY OF POLK**

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Janet R. Heldenbrand.

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

## **Rochelle Williams**

---

**From:** Dave Sigler  
**Sent:** Friday, March 13, 2015 2:41 PM  
**To:** Rochelle Williams  
**Subject:** sign utility truck  
**Attachments:** DSC20 F550 GAS Q-43915-W Distributor quote to end user.pdf

Rochelle-

Here's some information on the sign truck. \$86,479.65

Ford F550 4x4 V10 - Equipment: crane, welder/generator/air compressor all in one unit, hose reels, divider drawers with in the tool boxes, stainless steel powder coated bed and doors

This truck will replace our 2006 Ford flatbed currently being used as our sign maintenance truck. With taking on sign installation this past year and the continued growth of the town in addition to current sign inventory upkeep this vehicle will make better utilization of our time and resources while increasing safety. This will also be used for any in the field repairs on other equipment as it will have an air compressor, generator and welder built into the unit.

If approved the flatbed will be retained for our staff growth and it will continue to be used for snow removal.

In our search for companies that build customized units like this we came across a truck that had been prepared for a county but had been miscommunicated in the box sizes so Star Equipment in Des Moines is selling this at a reduced price and giving the city a discount on the box and crane. This unit is ready to for the city to take possession versus a custom build that could be 4 to 6 months before we could begin using it. This is over a \$22,000 savings versus the other unit we had specked out and this unit is a heavier duty truck chassis with 4x4 capabilities along with having a better overall quality of materials. Star Equipment uses these same trucks in their field response fleet for over 10 years and they still in great condition with no rust or signs of wear. In our research and estimation this will be a 15 year investment into our fleet that will help cover emergency repair situations during the year along with its intended main use for installation and sign repair.

I could keep going but I'll leave it at that for you to put in the agenda. I also enclosed the bid and I have lots of other brochure and spec type sheets if you want.

Thanks

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



Star Equipment Ltd.  
PO Box 80A  
Des Moines, IA 50301  
Phone: 515-283-2215  
Fax: 515-283-0295

Equipment Proposal  
Date: 3/9/2015  
Quote #: GRIMES PW DSC20  
Version: 7  
Page 1 of 4

Prepared For: GRIMES PUBLIC WORKS  
DAVE SIGLER  
901 NE MAIN STREET  
GRIMES, IA 50111  
UNITED STATES

Cust. #:

Date Prepared: 3/9/2015

Phone: 515-986-3036

Fax:

ATTN: DAVE SIGLER

Price Book 2015 - Version A

BY: Jerry Jaksich

**IN-STOCK IOWA MOLD TOOLING (IMT) SERVICE TRUCK: 11-FT DSC-20 BODY, 4,000# Electric-Hydraulic Crane with Proportional Radio Remote Controller. VANAIR Power System with Compressor / Welder / Generator complete with hose reels and reservoir. Installed on new 2015 FORD F550XL V-10 Gas, 4x4, 5-speed Automatic.**

**Dominator DSC20: 11' medium duty galvanized steel crane body with standard right rear crane mount, 14" step bumper with hitch receiver tube, 44" high compartments with the right front 1st and 2nd compartments raised to 60", body installation kit, a fully integrated and sealed electrical system incorporating an automotive style harness system with switch panel (uninstalled), primed and undercoated. Designed to accept up to and including 20,000 foot/pound rated crane for 84" CA, 10,500 lb GVW - 19,500 lb GVW Chassis.**

QTY	PART #	DESCRIPTION
		Body Configuration
1	51720303	11 R rsd 1-2 L std
		Rock Guards
1	51724684	Alum rock guards DI DSC20 Rrsd or Lrsd
		Body Installation Kit
1	93721200	Instl kit-DI 11ft 84in CA Ford 19500 GVW
		Dual Battery Kit
1	51722988	Battery kit - second in Ford gas
		Leaf Spring
1	30009850	Leaf spring
		Electrical Harness
1	ElectricalHarness	Electrical harness
		Access Cover
1	51707746	Kit-hose reel access cover
		Tailgate
1	51718801	Tailgate-10in
		Master Locks
1	51719620	Master lock system-11ft R rsd or L rsd body

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Quote valid for 30 days. All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.



Star Equipment Ltd.  
 PO Box 80A  
 Des Moines, IA 50301  
 Phone: 515-283-2215  
 Fax: 515-283-0295

Equipment Proposal  
 Date: 3/9/2015  
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 Version: 7  
 Page 2 of 4

		<b>Stabilizers</b>
1	51720918	Outrigger kit - rear manual out crank down
		<b>Light kit options</b>
1	51720609	Light kit-(8) compartment/ (2) floods
1	51719195	Light kit-(2) 50 watt body flood lights with mounting
		<b>LV1 Compartment Options</b>
1	70733779	Drawers painted 26W 2-5/1-7/5-3 41H
		<b>LV2 Compartment Options</b>
2	51718812	Shelf kit 1.50 V2 11
2	51704193	Drawer set- 4 drawer w/riser
		<b>LH Compartment Options</b>
1	51718814	Shelf kit 1.50 horiz
		<b>LR Compartment Options</b>
2	51718816	Shelf kit 1.50 R
		<b>RV1 Compartment Options</b>
1	51719752	Tank brkt-2 bottle frnt empt
		<b>RV2 Compartment Options</b>
3	51718812	Shelf kit 1.50 V2 11
		<b>RH Compartment Options</b>
1	51718814	Shelf kit 1.50 horiz
		<b>Headache rack</b>
1	51724471	Headache rack RRsd-LStd or LRsd-RStd
		<b>Safety Equipment</b>
1	92091010	ICC kit & fire extinguisher
		<b>Boom support</b>
1	51720308	Boom support-asm 3203i-4004i on DSC
		<b>Body paint</b>
1	DOMPAINTA	Paint-class A Dom
		<b>Crane</b>
1	Crane	Crane

Body Option	Option Value
Unit Shipping State	Complete Install

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Quote valid for 30 days. All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.



Star Equipment Ltd.  
 PO Box 80A  
 Des Moines, IA 50301  
 Phone: 515-283-2215  
 Fax: 515-283-0295

Equipment Proposal  
 Date: 3/9/2015  
 Quote #: GRIMES PW DSC20  
 Version: 7  
 Page 3 of 4

Chassis type	Ford F550 Gas/Auto Trans 19500 GVW
Chassis ETA Date	12/19/2014
4x2 or 4x4 Transmission	4x4
Crane/Compressor	Electric/Hydraulic crane only
Crane capacity	4004i
Crane mounting holes	4004i
Class A paint colors	White
Paint code	FORD Z1

IMT Model 4004i telescopic electric crane rated at 18,000 ft-lb (2.5 tm) and features a 16' (4.9 m) horizontal reach, 360 degree continuous power rotation, double-acting cylinders with integral holding and/or counterbalance valves, 12V DC electric control, decals, crane hook, snatch block, decals, and installation kit.

QTY	PART #	DESCRIPTION
		Crane Model
1	4004i	Crane model 4004i
		Extensions
1	4004i1H1M	4004i 1 hydraulic 1 manual extension
		Control Options
1	ECPropRadio	Proportional radio control

Crane Option	Option Value
Do you require paint other than IMT white N0006?	No
Control Options	Proportional Radio Control

**Additional Items:**

QTY	PART #	DESCRIPTION	US(\$)	INST. US(\$)
1	V-050580	VANAIR Air-N-Arc 300G Power System. Complete with Compressor / Welder / Generator / Battery Charge-Boost. Included are (2) Air hose reels (3-8 & 3-4). 22 gallon under deck air receiver.	\$ 15,265.00	
1	F550-Gas	New 2015 FORD F550XL 4x4, V-10 Gas Engine, Automatic Transmission, VIN #FBA89155.	\$ 36,017.00	
<b>Subtotals:</b>			<b>\$ 51,282.00</b>	

**PRICE: \$ 92,691.00**

15% CITY of GRIMES discount applies to body & crane configuration only. Additional items and chassis are shown at Net Price.	<b>\$ -6,211.35</b>
---	---------------------

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Quote valid for 30 days. All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.



**Star Equipment Ltd.**  
PO Box 80A  
Des Moines, IA 50301  
Phone: 515-283-2215  
Fax: 515-283-0295

**Equipment Proposal**  
Date: 3/9/2015  
Quote #: GRIMES PW DSC20  
Version: 7  
Page 4 of 4

**CUSTOMER NET PRICE:**

**\$ 86,479.65**

Net price includes installation, testing, dealer preparation and delivery. Applicable tax, title and license fees are additional. NOTE: THIS IS AN IN-STOCK BODY & CHASSIS WHICH IS AVAILABLE FOR SALE.

SIGNATURE: \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. Quote valid for 30 days. All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.

10f3

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

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

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



CC App 3-24-15

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

Federal Tax ID No. 95-2661922

ATTN : KELLEY BROWN  
GRIMES, IA, CITY OF  
101 NE HARVEY STREET  
GRIMES, IA 60111

Invoice Date: 11-MAR-15  
Invoice Number: 37515521

Agreement Number: 60301188  
Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188  
Bill Through Date : 31-JAN-15 - 27-FEB-15

Project Name : Grimes-NW Transportation Corridor Feasibility Study

Labor Multiplier						
Employee Name/Title	Title/Expenditure	Date	Hours	Rate	Raw Cost	Billed Amt
Allyn, Todd L	Project Professional	08-FEB-15	3.00	45.32	135.96	
Allyn, Todd L	Project Professional	13-FEB-15	8.00	45.32	362.56	
Allyn, Todd L	Project Professional	20-FEB-15	4.00	45.32	181.28	
Bernhardt, Mary E	Project Support	08-FEB-15	1.00	27.32	27.32	
Oatman, Terry L	CAD/GIS Operator	06-FEB-15	7.00	28.05	196.36	
Oatman, Terry L	CAD/GIS Operator	13-FEB-15	11.00	28.05	308.55	
Wiele, Larry E	Project Professional	13-FEB-15	2.00	56.89	113.78	
Total Labor Multiplier			36.00		1,325.81	1,325.81

OverHead Markup 1,956.36

Labor CPFF Total 3,282.17

SubConsultant				
Employee Name/Title	Title/Expenditure	Date	Inv Number	Billed Amt
Professional Services	LT LEON ASSOCIATES INC	13-FEB-15	0370016	980.00
Total SubConsultant				980.00

Lump Sum		Billed Amt
Description		
Fixed Fee Labor		426.68
Total Lump Sum		426.68

Project Total : Grimes-NW Transportation Corridor Feasibility Study 4,688.85

Invoice Summaries	
Total Current Amount :	4,688.85
Retention Amount :	0.00
Pre-Tax Amount :	4,688.85
Tax Amount :	0.00
<b>Total Invoice Amount :</b>	<b>4,688.85</b>

Billing Summaries					
Billing Summary	Current	Prior	Total	Limit	Remain
Billings	4,688.85	133,138.89	137,827.74	375,900.00	238,072.26
<b>Billing Total :</b>	<b>4,688.85</b>	<b>133,138.89</b>	<b>137,827.74</b>		



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

### Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37615521  
Invoice Period Covered: 1/31/15 through 2/27/15  
Consultant Job No. 60301188

Date: 3/11/2015  
Client Project No.: HDP-3125 (610)--71-77  
City: Grimes  
Client Project Description: Northwest Transportation  
Corridor Feasibility Study  
Client Contact: Ms. Kelley Brown

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars	\$ 103,515.70	\$ 38,392.45	\$ 1,325.81
Overhead	\$ 162,519.65	\$ 57,529.64	\$ 1,956.36
Direct Expenses			
Mileage	\$ 1,525.50	\$ 847.71	\$ -
Copies	\$ 780.00	\$ 950.61	\$ -
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 21,416.78	\$ -
LT Leon Associates	\$ 9,000.00	\$ 6,220.68	\$ 980.00
Estimated Actual Costs	\$ 341,335.35	\$ 125,357.87	\$ 4,262.17
Subtotal Rounded	\$ 341,300.00		\$ -
Fixed Fee	\$ 34,600.00	\$ 12,469.87	\$ 426.68
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 137,827.74	\$ 137,827.74	\$ 4,688.85
Remaining Authorized Balance	\$ 238,072.26		
Labor Hours (Prime)	1,988.00	819.75	36.00

30f3

LT Leon Associates, Inc.  
500 East Locust Street Suite 400  
Des Moines, IA 50309



Date 2/13/2015  
Invoice # 037.001-6

Bill To  
AECOM  
Attn: Bob Lentz, PE  
501 Sycamore Street, Suite 222  
Waterloo, IA 50703

Terms Net 30

Ship Date 2/13/2015  
Due Date 3/15/2015

Description	Qty	Rate	Amount
BILLING PERIOD: January 1, 2015 - January 31, 2015			
PROJECT: NW Transportation Corridor Feasibility Study			
AECOM Project No.: 60301188			
Total Contract Value: \$9,000.00			
Contract Amount Billed This Period: \$980.00			
Contract Amount Previously Billed to Date: \$5,240.68			
Contract Amount Remaining: \$2,779.32			
Principal Engineer	2	115.00	230.00
Engineer In Training	10	75.00	750.00
TASKS:			
-Prepared exhibits for drainage structures and steep slopes			
-Analyzed steep slopes along route alternatives			

Balances not paid within 30 days will be charged a 1.5% monthly charge (18% per annum)

LT Leon Associates, Inc.  
lleon@ltleon.com  
www.ltleon.com

515-422-7016

Total	\$980.00
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$980.00</b>

Zip code support letter

**Rochelle Williams**

---

**From:** Kelley Brown  
**Sent:** Wednesday, March 18, 2015 7:57 AM  
**To:** Rochelle Williams  
**Subject:** FW: ZIP Code letters  
**Attachments:** USPS ZIP Code Sample Text.docx

**From:** AJ Johnson [<mailto:Ajohnson@urbandale.org>]  
**Sent:** Wednesday, March 11, 2015 3:49 PM  
**To:** Jim Sanders ([jsanders@cityofjohnston.com](mailto:jsanders@cityofjohnston.com)); Kelley Brown  
**Cc:** Curtis Brown  
**Subject:** FW: ZIP Code letters

Good Afternoon Jim and Kelley,

As a follow-up to a previous conversation that I had with each of you individually concerning a letter of support for changes with "zip code designation" for Urbandale. Please find attached a "draft letter" for your consideration. If you are still of the opinion that your city can support our efforts to make these changes, then I would greatly appreciate a letter being submitted on our behalf. Since we are facing a deadline, the sooner you can turn this around the better off it would be for us. Thank you in advance for your consideration on the matter.

A.J.



*101 North East Harvey, Grimes, Iowa 50111  
515.986.3036 Fax 515.986.3846*

March 18, 2015

A.J. Johnson, City Manager  
City of Urbandale  
3600 86<sup>th</sup> Street  
Urbandale IA 50322

RE: Acceptable City Names for ZIP Code 50131

Dear Mr. Johnson:

Thank you for your communication with regard to the portion of the 50131 ZIP Code that is within the city limits of the City of Urbandale. The City of Grimes has no objection to the U.S. Postal Service allowing "Urbandale, IA" as an Acceptable City for the 50131 ZIP Code. We understand that "Johnston, IA" would remain the Preferred City. Please feel free to contact us if you have any questions or require further assistance.

Thank you.

Sincerely,

Thomas M. Armstrong  
Mayor

# Russelectric Inc.

99 INDUSTRIAL PARK ROAD • SOUTH SHORE PARK  
 HINGHAM, MA 02043-4387  
 TELEPHONE 781 749-8000 TELEFAX 781 749-8077

FOR INQUIRIES, PLEASE REFER TO THIS NUMBER

Invoice No. 121786

SALES ORDER NO. 87283	DATE INVOICED 03/13/15
PACKING SLIP NO. 87283*1	DATE SHIPPED 03/13/15
CUSTOMER PURCHASE ORDER NO. 15291	
SALES REPRESENTATIVE	CODE
SHIPPED VIA NOT APPLICABLE	PPD COL X
PAYMENT TERMS NET 30	TAXABLE TAX CODE X IA

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1\*07200927  
 GRIMES WTP CITY OF GRIMES  
 1801 NORTH JAMES STREET  
 GRIMES IA 50111

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1\*58959  
 GRIMES WATER PLANT  
 7850 NW 128TH STREET  
 GRIMES IA 50111

ITEM	PART NUMBER / DESCRIPTION	QTY ORDERED	QTY SHIPPED	QTY U/O	UNIT PRICE	TOTAL PRICE
001	PRT_FOR_BRV PARTS FOR SERVICE Item Reference No: X118	1	1		84.71	84.71
002	F/S FIELD SERVICE Item Reference No: X119	1	1		1,970.00	1,970.00
003	F/S_EXPENSE FIELD SERVICE EXPENSE Item Reference No: X120	1	1		884.83	884.83
27720-2 ***WHERE APPLICABLE, SALES TAX IS BASED ON CURRENT SHIPPING INFORMATION. ACTUAL SALES TAX WILL BE DETERMINED AT TIME OF SHIPPING.*** ***SEE ATTACHED FIELD SERVICE REPORT***  ***** Project Reconciliation ***** Total Project \$ 2939.54 Less previous invoices: 0.00 Less this invoice: 2939.54 ----- Yet to be invoiced: 0.00						
SUBTOTAL						2,939.54
TAX TOTAL						2,939.54
US DOLLARS						

INVOICE

# CITY OF GRIMES

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

## PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Russ Electric  
Name

50. Park Highland MA  
Address

781-749-6665  
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Service Call</u>			<u>2939.54</u>

PURCHASE JUSTIFICATION: WTP Transfer switch repair

DEPARTMENT: 600-5-810-6310

LINE ITEM: \_\_\_\_\_

BEGINNING BUDGET BALANCE: \_\_\_\_\_

ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY: Andrew Wood DATE: 3-11-15

### PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown  
Kelley L. Brown City Administrator/Clerk *op*

3-13-15  
Date

Council Approval date: (if over \$2500)

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



Invoice



**MUNICIPAL SUPPLY, INC.**

*Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

INVOICE NUMBER: 0584522-IN

INVOICE DATE: 3/10/2015

ORDER NUMBER:

ORDER DATE:

SHIP DATE: 3/6/2015

SALESPERSON: C. ALAN BURNHAM

CUSTOMER NO: 10-GRIMES

RECEIVED MAR 12

SOLD TO:  
CITY OF GRIMES  
101 N E HARVEY  
GRIMES, IA 50111

SHIP TO:  
CITY OF GRIMES  
101 N E HARVEY  
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME				SHIP VIA	TERMS	
JAKB					AL	NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
451W-GREEN BDL. GREEN MARKING FLAGS	EACH	2.00	2.00	0.00	11.000	22.00	
5601-L 1" 2 HOLE CURB BOX LID	EACH	20.00	20.00	0.00	7.750	155.00	

ORDER# 450801

600-810-6350.3  
POPK  
mu

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH  
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice:	15,642.35
Freight:	0.00
Sales Tax:	0.00
<b>Invoice Total:</b>	<b>15,642.35</b>

Task Order

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated December 15, 2003 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

A. Title: North Grimes Complex Fencing Improvements

B. Description: This project consists of installing fencing for the six (6) softball fields at the North Grimes Sports Complex including outfield, foul-line, dugout, and backstop fencing. Project also includes installation of four (4) batting cages and concrete pads for dugouts and bleachers. The project provides an enlargement of the infield for "Field 1." The purpose of this project is to help provide playable ball fields for the summer 2015 recreational season.

- I. Services of Engineer shall consist of those stated in the following sections of Exhibit A of the Master Agreement Between Owner and Engineer:
- a. Study and Report Phase as per Exhibit A1.01 - Not applicable for this project
  - b. Preliminary Design Phase as per Exhibit A1.02 - Not applicable for this project
  - c. Final Design Phase as per Exhibit A1.03 – As per exhibit A, but with the following additions:
    - Complete a Topographic Survey in the area of the proposed improvements. Work does NOT include a boundary survey and property information.
    - This Task Order has been prepared based upon one (1) prime construction contract.
  - d. Bidding Phase as per A1.04 – As per exhibit A, but with the following additions:
    - The Engineer shall provide the following:
      - Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
      - Review supplier submittals for pre-approval of base bid equipment.
      - Attend Council Meeting for Public Hearing & consideration of award of project.
      - Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
      - Prepare and distribute signatory copies of the Notice to Proceed.
    - A Pre-Bid Conference will not be required for this project.
    - Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services.
  - e. Construction Phase as per A1.05 and in addition:
    - RPR Services shall be full time observation for the sanitary sewer improvements.
    - The Engineer shall provide observation associated with the project SWPPP as part of the RPR Services.
    - The Engineer shall provide all construction staking for the project in general accordance with SUDAS.
    - The Contractor shall furnish record drawings to the Engineer. The Engineer will add the record information to the plans and submit three (3) paper copies and a digital pdf of the Record Drawings to the City.
  - f. Post-Construction Phase as per A1.06 - Post construction services will be provided upon request on an hourly basis as requested by the Owner.

- g. **Additional Services as Services as per A2.01.15:**  
 If a geotechnical investigation is needed, FOX will assist the Owner with geotechnical investigations by others and paid by the City.

2. **Owner's Responsibilities - As per Exhibit B, but with the following additional responsibilities:**

- a. The Owner shall be responsible for all property and easement acquisitions along with property surveys and easement plats as per B.2.01.C.3, if required.
- b. The Owner shall be responsible for obtaining the services of a geotechnical firm for completion of geotechnical investigations as recommended by the Engineer.
- c. The Owner shall be responsible for obtaining professional services associated with wetland delineation, if required.
- d. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

3. **Times for Rendering Services**

03-10-2015: Council sets Bid Date & Public Hearing Date  
 04-08-2015: Bid Date  
 04-14-2015: Council Approves Construction Plans and Awards Construction Contract  
 05-01-2015: Begin Construction  
 05-20-2015: Substantial Completion for Fields 2-6  
 06-05-2015: Final Completion for Fields 2-6  
 06-26-2015: Substantial Completion for Field 1  
 07-03-2015: Final Completion for Field 1

4. **Payments to Engineer - As per Exhibit C and as follows:**

- a. The following Method C is added to the list of available methods of payment listed in Exhibit C:

Method C: Per Bidding Document Rate - Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law.

- b. Amounts listed in this Task Order under Method B - Standard Hourly Rates and Per Bidding Document Rate totals are estimates only. These amounts are not maximum values.

BASIC SERVICES	FEE BASIS	AMOUNT
Final Design Phase	Method A: Lump Sum	\$8,400
Bid Phase	Method B: Hourly (estimated)	\$3,800
Bid Phase Plan Documents	Method C: Hourly (estimated)	\$1,000
Construction Phase	Method B: Hourly (estimated)	\$6,300
Construction Staking	Method B: Hourly (estimated)	\$9,500
Resident Project Representation	Method B: Hourly (estimated)	\$7,800
Post Construction	Method B: Hourly (estimated)	\$1,000

The Total Lump Sum Fees are: \_\_\_\_\_ \$8,400.00  
 The Total Estimated Fees are: \_\_\_\_\_ \$29,400.00  
 The Total Lump Sum and Estimated Fees are: \_\_\_\_\_ \$37,800.00

5. **Engineer's Consultants:**                      None

**6. Engineer's Liability:**

- a. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.
- b. *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and not withstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- c. *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.
- d. *Agreement Not to Claim for Cost of Certain Change Orders.* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 7% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

7. **Other Modifications to Master Agreement:** Not applicable

8. **Attachments:** None

9. **Documents Incorporated By Reference:** None

Approval & Acceptance: Approval & Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin work upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2015.

**Engineer**

**Owner**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

John Gade, P.E.  
Name

Kelley Brown  
Name

Project Manager  
Title

City Administrator  
Title

**Designated Representative for Task Order:**

**Designated Representative for Task Order:**

John Gade, P.E.  
Name

\_\_\_\_\_  
Name

Project Manager  
Title

City Administrator  
Title

414 S. 17<sup>th</sup> St. (Suite 107), Ames, IA 50010  
Address

101 NE Harvey Street, Grimes, IA 50111  
Address

jgade@foxeng.com  
E-Mail Address

kelbrown@ci.grimes.ia.us  
E-Mail Address

515-233-0000  
Phone

515-986-3036  
Phone

515-233-0103  
Fax

515-986-3846  
Fax

**Task Order**

---

In accordance with paragraph 1.01 of the Master Agreement between Owner and Engineer for Professional Services dated December 15, 2003 ("Agreement"), Owner and Engineer agree as follows:

**Specific Project Data**

**A. Title: Highway 141 Sanitary Sewer Improvements**

**B. Description:** This project consists of extending a new 30-inch sanitary sewer from SE 19<sup>th</sup> Street along Highway 141 a distance of 1,320 ft (±) to connect to an existing 30-inch sanitary sewer. This new 30-inch sanitary sewer will replace an existing sewer that also traverses the same distance. The purpose of this project is to increase capacity in this area.

- 1. Services of Engineer shall consist of those stated in the following sections of Exhibit A of the Master Agreement Between Owner and Engineer:**
- a. Study and Report Phase as per Exhibit A1.01 - Not applicable for this project**
  - b. Preliminary Design Phase as per Exhibit A1.02 - Not applicable for this project**
  - c. Final Design Phase as per Exhibit A1.03 – As per exhibit A, but with the following additions:**
    - The Engineer shall prepare the Storm Water Pollution Prevention Plan (SWPPP).
    - Utilize an existing Topographic Survey done by Civil Design Advanatage for an adjacent site plan with Engineer to provide supplementary measure downs and spot elevation checks. Work does NOT include a boundary survey and property information.
    - The Engineer shall prepare the IDNR Construction and NPDES Permit Application and to be executed and submitted by the Owner. Engineer shall pay the application fees, and Owner shall directly reimburse Engineer for the cost of these fees.
    - This Task Order has been prepared based upon one (1) prime construction contract.
  - d. Bidding Phase as per A1.04 – As per exhibit A, but with the following additions:**
    - The Engineer shall provide the following:
      - Prepare Notice of Public Hearing and Invitation to Bid for publication by the Owner.
      - Review supplier submittals for pre-approval of base bid equipment.
      - Attend Council Meeting for Public Hearing & consideration of award of project.
      - Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
      - Prepare and distribute signatory copies of the Notice to Proceed.
    - A Pre-Bid Conference will not be required for this project.
    - Bidding Documents - The Engineer shall prepare and distribute a sufficient number of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services.
  - e. Construction Phase as per A1.05 and in addition:**
    - RPR Services shall be full time observation for the sanitary sewer improvements.
    - The Engineer shall provide observation associated with the project SWPPP as part of the RPR Services.
    - The Engineer shall provide all construction staking for the project in general accordance with SUDAS.
    - The Contractor shall furnish record drawings to the Engineer. The Engineer will add the record information to the plans and submit three (3) paper copies and a digital pdf of the Record Drawings to the City.
  - f. Post-Construction Phase as per A1.06 - Post construction services will be provided upon request on an hourly basis as requested by the Owner.**

**g. Additional Services as Services as per A2.01.15:**

- If a geotechnical investigation is needed, FOX will assist the Owner with geotechnical investigations by others and paid by the City.

**2. Owner's Responsibilities - As per Exhibit B, but with the following additional responsibilities:**

- a. The Owner shall be responsible for all property and easement acquisitions along with property surveys and easement plats as per B.2.01.C.3, if required.
- b. The Owner shall be responsible for obtaining the services of a geotechnical firm for completion of geotechnical investigations as recommended by the Engineer.
- c. The Owner shall be responsible for obtaining professional services associated with wetland delineation, if required.
- d. The Owner shall pay for all permit fees associated with the project. Such fees are not included in this contract.

**3. Anticipated Times for Rendering Services**

03-10-2015: Council sets Bid Date & Public Hearing Date  
 04-08-2015: Bid Date  
 04-14-2015: Council Approves Construction Plans and Awards Construction Contract  
 05-01-2015: Begin Construction  
 07-10-2015: Substantial Completion  
 09-25-2015: Final Completion

**4. Payments to Engineer - As per Exhibit C and as follows:**

- a. The following Method C is added to the list of available methods of payment listed in Exhibit C:

Method C: Per Bidding Document Rate - Prior to advertising for bids, the Engineer will determine and set an average unit price fee associated with the cost of preparation and distribution of paper copies of project documents (including drawings, plans, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers and contractor plan room services. This unit price shall include all costs associated with preparation and distribution, including but not limited to printing, assembling, packaging and shipment costs. The Owner shall pay the Engineer an amount equal to this unit price multiplied by the number of documents produced and distributed in accordance with Iowa law.

- b. Amounts listed in this Task Order under Method B - Standard Hourly Rates and Per Bidding Document Rate totals are estimates only. These amounts are not maximum values.

BASIC SERVICES	FEE BASIS	AMOUNT
Final Design Phase	Method A: Lump Sum	\$15,200
Bid Phase	Method B: Hourly (estimated)	\$4,800
Bid Phase Plan Documents	Method C: Hourly (estimated)	\$900
Construction Phase	Method B: Hourly (estimated)	\$8,900
Construction Staking	Method B: Hourly (estimated)	\$3,100
Resident Project Representation	Method B: Hourly (estimated)	\$9,500
Post Construction	Method B: Hourly (estimated)	\$1,000

The Total Lump Sum Fees are: \_\_\_\_\_ \$15,200.00  
 The Total Estimated Fees are: \_\_\_\_\_ \$28,200.00  
 The Total Lump Sum and Estimated Fees are: \_\_\_\_\_ \$43,400.00

**5. Engineer's Consultants: None**

6. **Engineer's Liability:**

- a. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer for this Task Order.
- b. *Exclusion of Special, Incidental, Indirect and Consequential Damages.* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them.
- c. *Extension of Protection.* The Owner agrees to extend any and all liability limitations and indemnifications provided by the Owner to the Engineer to those individuals and entities the Engineer retains for performance of the service under this agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.
- d. *Agreement Not to Claim for Cost of Certain Change Orders.* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees not to sue and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 7% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants.

7. **Other Modifications to Master Agreement:** Not applicable

8. **Attachments:** None

9. **Documents Incorporated By Reference:** None





**COUNTY OF POLK**  
**Public Works Department**

5885 NE 14 Street  
Des Moines, Iowa 50313  
Ph 515.286.3705  
Fax 515.286.3437  
[publicworks@polkcountylowa.gov](mailto:publicworks@polkcountylowa.gov)  
[www.polkcountylowa.gov](http://www.polkcountylowa.gov)

March 16, 2015

Subdivision Review: **Preliminary Plat**  
Subdivision Name: **Beaver Crossing Plat 1**  
Review Date: **3/30/2015**

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

Dear Sir or Madam:

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

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

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

Sincerely,

Christopher Viere  
Planner

CC: Bret VandeLune

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

**RESOLUTION 03-0615**

**WAIVING THE CITY OF GRIMES RIGHT TO REVIEW THE PLAT OF  
BEAVER CROSSING PLAT 1 WITHIN THE TWO MILE UNINCORPORATED  
AREA OF POLK COUNTY.**

**WHEREAS**, Grimes Code of Ordinance 166.03 provides that the Planning and Zoning Commission and the Grimes City Council shall have right to waive their requirements to review plats within the two mile unincorporated area of Polk County; and,

**NOW THEREFORE**, Be it Resolved by the City Council of the City of Grimes, Iowa, that the Planning and Zoning Commission and the Grimes City Council shall waive the requirement to review the Plat of Beaver Crossing, Plat 1, Polk County, Iowa.

**Passed and approved this 24th<sup>th</sup> day of March 2015**

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

ATTEST:

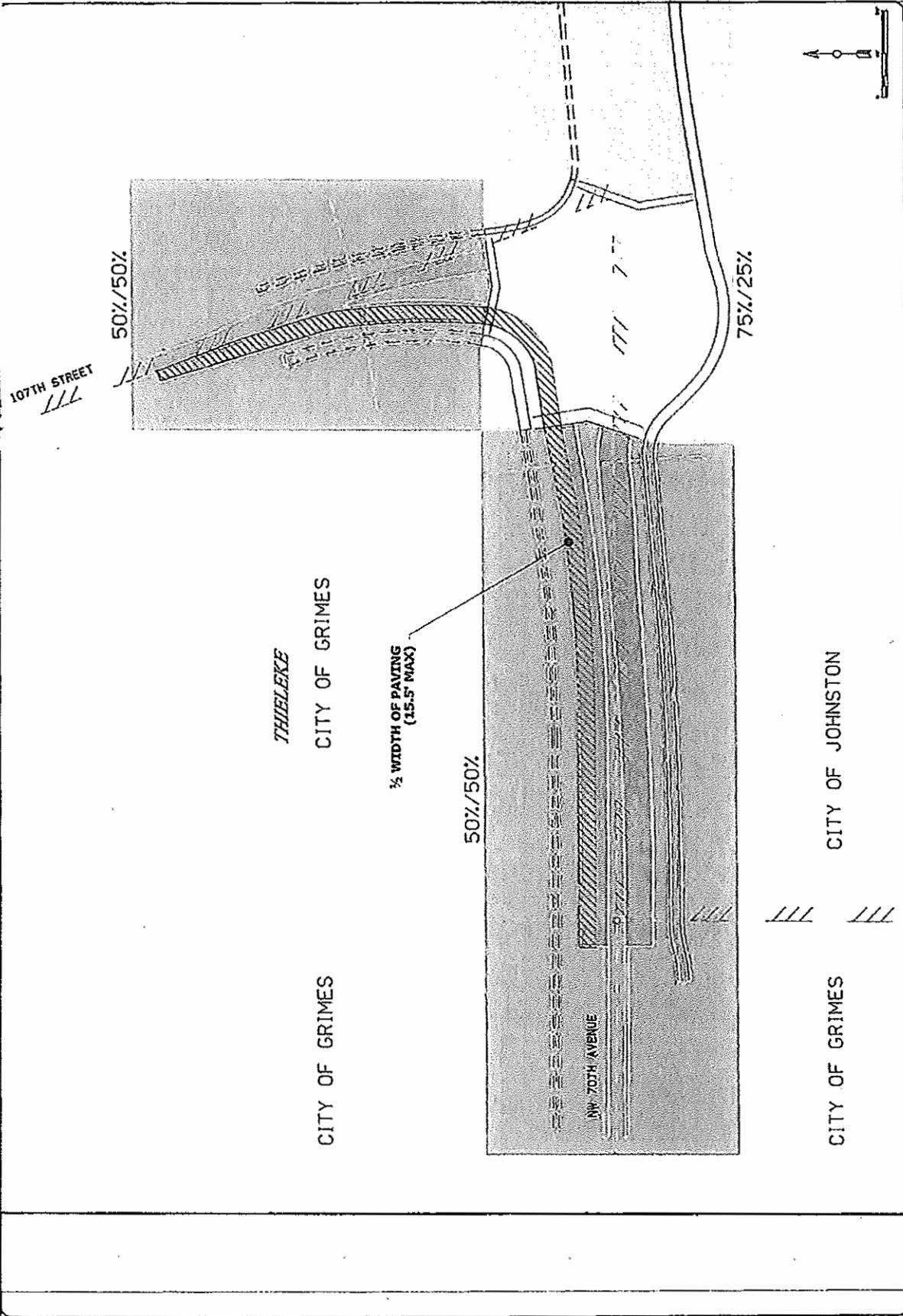
\_\_\_\_\_  
Rochelle Williams, City Clerk

DATE	11/27/03
BY	WJ
CHECKED	
DATE	
APPROVED	
DATE	
REVISION	

FOX Engineering  
 414 South 17th Street, Suite 103  
 Ames, IA 50010  
 Phone: 515 233-9999  
 Fax: 515 233-9133

ASSESSMENT #11016  
 CITY OF GRIMES  
 CIVIL & ENVIRONMENTAL ENGINEERS

A



NO. 11016	11/27/03	WJ

2015 1st Street Paving

PRELIMINARY ASSESSMENT

Type 01

Bond 201001

Comptroller Number	Parcel No.	District/Parcel	Address	Current Title Holder	Map Tr Address	Legal Description	Area (in SF)	Assessment Valuation	Current Valuation	25% Valuation	Total Project Cost	Percent of Total Project Cost	Preliminary Assessment	Percent of LMA Value	Deficiency
007720	1	3112000145-000		KATHARINA THELMA CARBO TRUST	7105 1ST STREET CT GREEN LA 70111-0777	Part of City 1st of the DC Tract of 200-30-0024 west of and between 2nd and 3rd Streets	452.914	119,759	\$2,107,200	\$529,200.00			\$457,000.00		66 Deficient
				CITY OF GREEN LA									\$1,650,200.00		
				CITY OF JOHNETON									\$1,650,200.00		
										TOTALS		0.00%	\$1,650,200.00		66.00%



March 13, 2015, 2015

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

**Regarding: Setting hearing date for East 1<sup>st</sup> Street Paving from 925' east of SE Destination Drive to NW 107<sup>th</sup> Street in Grimes Project Special Assessment and approval of Preliminary Resolution of Necessity for East 1<sup>st</sup> Street paving.**

FOX Project: 1005-14C

Dear Mayor and City Council:

The City of Grimes and Johnston are experiencing growth in north of East 1<sup>st</sup> Street and east of SE Destination Drive. As a result of this, Grimes and Johnston need to expand East 1<sup>st</sup> Street/NW 70<sup>th</sup> Avenue to provide improved access to this developing area.

The City Council has directed that this project be constructed and that the cost of constructing the projects be special assessed to benefiting property owners. In order to begin the special assessment process for the East 1st Street paving project, the City Council must have conducted a public hearing on the proposed cost of the projects and have approved a number of resolutions as required by Iowa State Code.

The appropriate resolutions have been prepared for the City Council to establish the date of the special assessment hearing as April 28, 2015. Foth Engineering, who are the design engineer for this project; has prepared the preliminary plans for the projects and these plans are on file with the City Clerk. FOX Engineering has also prepared the required assessment plats and assessment schedules that will be filed with the Polk County Treasurer's office.

FOX Engineering recommends establishing April 28, 2015 as the date for a public hearing for Special Assessment of the East 1<sup>st</sup> Street Improvements from 925' east of SE Destination Drive to NW 107<sup>th</sup> Street and approval of the Preliminary Resolution of Necessity for East 1<sup>st</sup> Street Improvements.

Sincerely,

Jerry Byg, P.E.  
Project Engineer  
Cc: John Gade, Kelley Brown

***East 1<sup>st</sup> Street Paving Project***  
***From 925' east of center line of SE Destination Drive***  
***thence east to the center line of NE Edgewood Drive.***

***Grimes, Iowa***

***Transmittal Letter***  
***Preliminary Project Cost***  
***Detail for cost sharing***  
***Assessment Plat***  
***Assessment Schedule***

**P.N. 1005-14C**

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p><i>Jerald N. Byg</i>      <i>2/13/15</i> _____ JERALD N. BYG, P.E.      DATE License number 8361</p> <p>My license renewal date is December 31, 2016.</p> <p>Pages or sheets covered by this seal: <u>ALL</u></p>

Prepared by  
FOX Engineering Associates, Inc.  
Consulting Engineers  
Ames, Iowa 50010

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March 13, 2015, 2015

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

**Regarding: Setting hearing date for East 1<sup>st</sup> Street Paving from 925' east of SE Destination Drive to NW 107<sup>th</sup> Street in Grimes Project Special Assessment and approval of Preliminary Resolution of Necessity for East 1<sup>st</sup> Street paving.**

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Sincerely,

Jerry Byg, P.E.  
Project Engineer

Cc: John Gade, Kelley Brown

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

NW 70th Ave West of NW 107th Street (5050)  
 NW 107th Street North of NW 70th Avenue (5050)  
 NW 107th Street Roundabout (5050)  
 Quality Split (Junction 03444)  
 Preliminary - Opinion of Probable Construction Costs  
 Johnston Drive, Iowa - 50131

61K 5050 split of Gravel Fill

1,578 SY of 15' 5" covered along Thekota Ejectors  
 61K Thekota Project Paving

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY POSITION		COSTS POSITION		THEKOTA ASSUMED	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
<b>I. GENERAL</b>									
1.1	CONSTRUCTION STAGING	LS	7,600.00	0.28	2,128.00	0.42	3,192.00	0.28	2,128.00
<b>II. EARTHWORK</b>									
2.1	CLEARING & GRUBBING	LS	5,600.00	0.58	3,232.00	0.42	2,352.00	0.28	1,568.00
2.2	TOP SOIL & SUBSOIL, SALVAGING & SPREADING	CY	12.00	1,300	15,600.00	1,300	15,600.00	1,300	15,600.00
2.3	EXCAVATION, CLASS I, 0	CY	12.00	830	9,960.00	830	9,960.00	830	9,960.00
2.4	SUBGRADE PREPARATION	SY	3.50	4,910	17,185.00	3,743	13,100.00	1,167	4,085.00
2.5	MODIFIED SUBGRADE	CY	47.00	1,565	73,305.00	1,565	73,305.00	1,565	73,305.00
2.6	PAVEMENT REMOVAL	SY	10.00	2,115	21,150.00	1,773	17,730.00	342	3,420.00
2.7	REMOVAL, AS PER PLAN	LS	5,000.00	0.58	2,900.00	0.42	2,100.00	0.28	1,400.00
<b>III. TRENCH, BACKFILL &amp; FINISHING</b>									
<b>NOT USED</b>									
<b>IV. SEWERS &amp; DRAINS</b>									
4.1	STORM SEWER, 18" DI.	LF	60.00	215	12,900.00	187.5	11,250.00	116.5	7,000.00
4.2	STORM SEWER, 18" DI.	LF	18.00	22	396.00	21	378.00	15.83	285.00
4.3	STORM SEWER, 24" DI.	LF	100.00	218	21,800.00	150	15,000.00	58.99	5,899.00
4.4	STORM SEWER, 36" DI.	LF	110.00	127.5	14,025.00	127.5	14,025.00	77.71	8,560.50
4.5	STORM SEWER, 48" DI.	LF	125.00	330	41,250.00	209	26,125.00	129.63	16,201.50
4.6	SUBURBAN FITTING, 6" DIA. PVC, 12' L	LF	15.00	55	825.00	74	1,110.00	119.33	1,779.75
4.7	SUBURBAN CONNECTION TO TANKS OR STORM SEWER	EA	50.00	1	50.00	1	50.00	0.41	20.50
4.8	SUBURBAN Riser & CLEANOUT ASSEMBLY (TYPE 0)	EA	60.00	2.25	135.00	0.75	45.00	0.43	25.50
<b>V. WATER MAINS &amp; APPURTENANCES</b>									
5.1	12" WATER MAIN	LF	60.00	0	0.00	0	0.00	0	0.00
5.2	12" GATE VALVE	EA	2,500.00	0	0.00	0	0.00	0	0.00
5.3	HYDRANT ASSEMBLY	EA	5,000.00	0	0.00	0	0.00	0	0.00
5.4	WATER MAIN REMOVAL	LF	20.00	0	0.00	0	0.00	0	0.00
<b>VI. STRUCTURES FOR SANITARY &amp; STORM</b>									
6.1	MANHOLE, STORM SEWER, 54" DIA., 45" H.	EA	4,000.00	0.75	3,000.00	0.25	1,000.00	0.15	600.00
6.2	MANHOLE, STORM SEWER, 54" DIA., 45" H.	EA	8,000.00	1.25	10,000.00	0.15	1,200.00	0.41	3,240.00
6.3	MANHOLE, STORM SEWER, 54" DIA., 45" H.	EA	8,000.00	0.25	2,000.00	0.25	2,000.00	0.15	600.00
6.4	INTAKE, 54" DIA.	EA	3,750.00	1.00	3,750.00	1.00	3,750.00	0.41	1,537.50
6.5	INTAKE, 54" DIA.	EA	4,000.00	0.25	1,000.00	0.25	1,000.00	0.15	600.00
6.6	INTAKE, 54" DIA.	EA	4,500.00	2.00	9,000.00	2.00	9,000.00	1.22	5,490.00
6.7	INTAKE, 54" DIA.	EA	8,000.00	2.00	16,000.00	2.00	16,000.00	1.22	9,720.00
6.8	INTAKE, 54" DIA., 4' x 4'	EA	4,000.00	1.50	6,000.00	1.50	6,000.00	0.97	3,825.00
<b>VII. STREETS &amp; RELATED WORK</b>									
7.1	4" FCG PAVEMENT, CLASS C-4, 1/8" CURB	SY	52.00	3,912.4	203,480.80	2,972.0	154,816.00	1,539.92	81,664.80
7.2	4" FCG PAVEMENT, CLASS C-4, 1/8" CURB, COLORED	SY	120.00	379.0	45,480.00	113.0	13,560.00	63.83	7,660.00
7.3	CURB AND GUTTER, 15"	LF	38.00	1,775	67,330.00	1,775	67,330.00	1,012.8	38,280.00
7.4	5" FCG FDE STRAIGHT, 15"	SY	45.00	577.5	25,912.50	379.5	17,122.50	211.50	95,175.00
7.5	4" FCG SIDEWALK	SY	40.00	15.2	6,080.00	23.4	9,360.00	17.32	6,930.00
7.6	4" FCG SIDEWALK	SY	55.00	113.1	6,220.50	37.7	2,079.75	21.00	1,155.00
7.7	DETECTABLE WALKING	SY	45.00	120.0	5,400.00	43.0	1,935.00	26.42	1,191.00
<b>VIII. TRAFFIC CONTROL, SIGNALS &amp; SIGNING</b>									
8.1	TRAFFIC CONTROL	LS	5,000.00	0.51	2,550.00	0.42	2,100.00	0.29	1,410.00
8.2	PAVEMENT MARKING	10A	225.00	0.7	157.50	0.2	45.00	3.41	765.00
8.3	PAINTED SIGNALS	EA	200.00	1.5	300.00	2.5	500.00	1.51	302.00
8.4	15" UTILITY TRENCH	LF	25.00	0.0	0.00	0.0	0.00	0.00	0.00
<b>IX. SITE WORK &amp; LANDSCAPING</b>									
9.1	SEED, FERTILIZER, MULCH TYPE 1 (USE IN MIXTURE FOR DRUGS OR TERPANE SEEDS)	AC	2,000.00	2.33	4,660.00	1.70	3,400.00	1.61	3,220.00
9.2	SEED, TYPE 5 STARBUZZING CROP	AC	2,500.00	2.33	5,825.00	1.70	4,250.00	1.61	4,017.50
9.3	MULCHING	AC	750.00	4.03	3,022.50	3.43	2,572.50	2.67	2,002.50
9.4	SALT FERTILIZER	LF	2.00	650	1,300.00	650	1,300.00	339.50	679.00
9.5	EROSION CONTROL	LS	18,000.00	0.55	9,900.00	0.41	7,380.00	0.28	5,040.00
9.6	PROTECTION OF INTAKES	EA	100.00	7.25	725.00	7.25	725.00	4.12	412.00
9.7	TOP SOIL	TON	45.00	37.5	1,687.50	37.5	1,687.50	21.68	1,029.38
9.8	LANDSCAPING (FLOW, CLEANOUT CURBS)	LS	25,000.00	0.15	3,750.00	0.21	5,250.00	0.15	3,750.00
9.9	PAVEMENT SIGN POSITIONING	LS	50,000.00	1.0	50,000.00	0.0	0.00	0.01	50.00
9.10	MONUMENT SIGN 'GRADES'	LS	50,000.00	0.0	0.00	1.0	50,000.00	0.01	50.00
<b>X. UTILITY SERVICE LOCATION</b>									
<b>NOT USED</b>									
<b>XI. DEMOLITION</b>									
<b>NOT USED</b>									
<b>SUBTOTAL CONSTRUCTION - Items 1.1 to 10.1</b>					<b>\$ 738,861.00</b>	<b>\$ 640,014.00</b>	<b>\$ 393,118.00</b>		

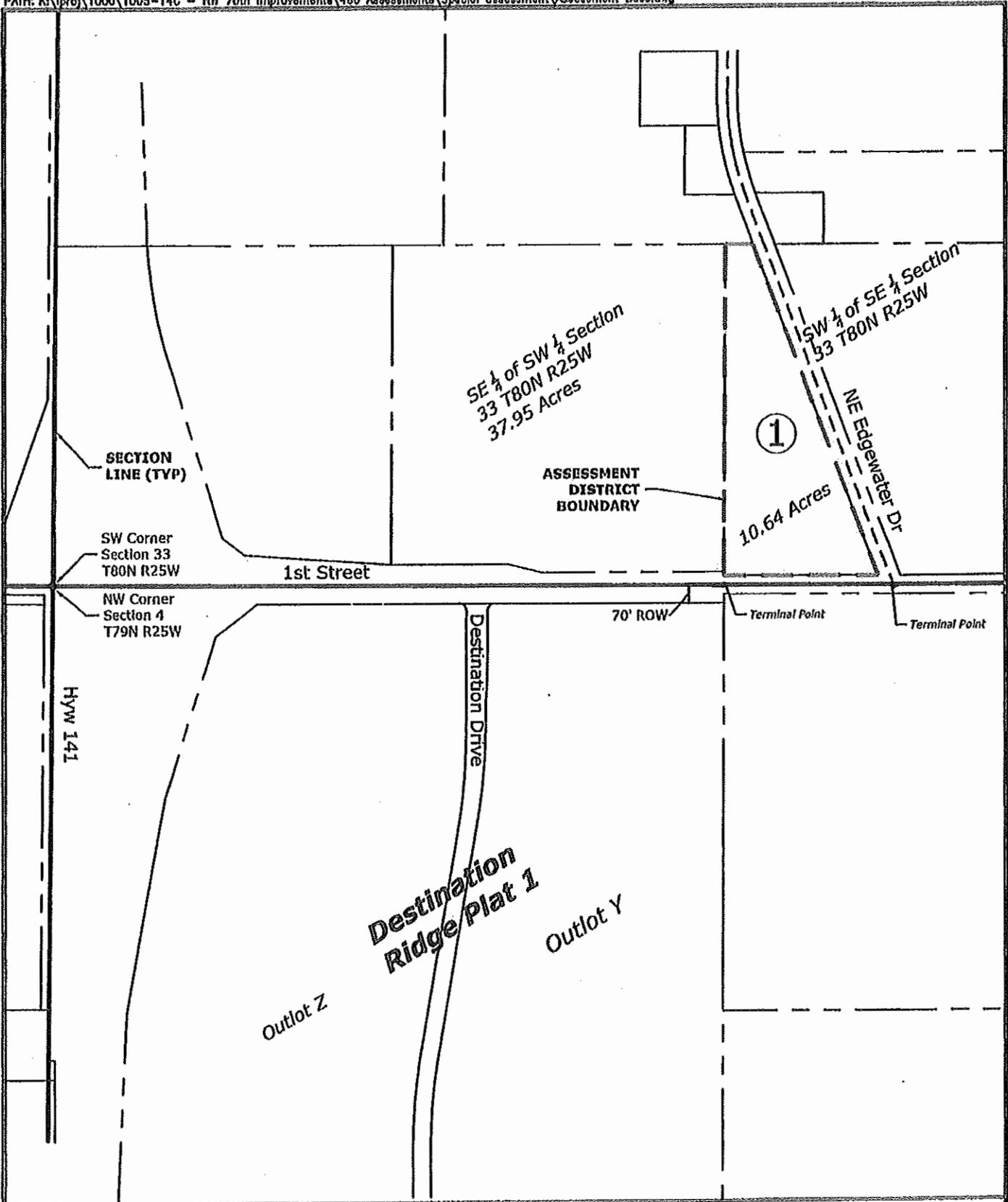
NW 70th Street Improvements - Quantities through NW 107th Street (SEE DISPLAY)

NW 70th Ave West of NW 107th Street (5050)  
 NW 107th Street North of NW 70th Avenue (5050)  
 NW 107th Street Roundabout (7525)  
 Quantity Split (Johnston/Grimes)  
 Preliminary - Opinion of Probable Construction Costs  
 Johnston/Grimes, Iowa - 2013

61% 5550 split of Grimes Portion  
 1,578 SF of 15' covered along Theola Frontage  
 61% Theola Project Portion

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	JOHNSTON/GRIMES		GRIMES PORTION		THEOLA ASSISTANCE	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
	CONFORMANCE (16%)				\$ 74,000.00		\$ 55,000.00		\$ 21,550.00
	DESIGN & SURVEY (16%)				\$ 87,000.00		\$ 61,000.00		\$ 27,210.00
	CONSTRUCTION OBSERVATION (16%)				\$ 68,000.00		\$ 49,000.00		\$ 29,610.00
	LEGAL & ADMINISTRATION (16%)				\$ 9,000.00		\$ 7,000.00		\$ 4,270.00
	GEOTECHNICAL				\$ 4,500.00		\$ 4,500.00		\$ 2,715.00
	STREET LIGHTING (STANDARD GALVANIZED) (SEE NOTE 10)	EA	\$ 5,700.00	7.00	\$ 39,900.00	0.00	\$ 34,200.00	3.68	\$ 20,832.00
	DECORATIVE	EA	\$ 9,200.00	0.00	\$ -	0.00	\$ -		\$ -
	PRIVATE UTILITY RELOCATION (SEE NOTE 11)								
	AMERICAN ENERGY	LS	\$ -	0.00	\$ -	0.00	\$ -		\$ -
	CENTURYLINK COMMUNICATION	LS	\$ -	0.00	\$ -	0.00	\$ -		\$ -
	MEDISON	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	28,609.00	\$ 49,911.69	17,451.49	\$ 30,417.68
	PERMANENT EASEMENT (SEE NOTE 8)	SF	\$ 0.48	0.00	\$ -	5,177.00	\$ 4,555.78	3,157.07	\$ 2,779.01
	TEMPORARY EASEMENT (SEE NOTE 9)	SF	\$ 0.17	33,707.00	\$ 5,729.87	27,700.00	\$ 4,732.82	10,497.00	\$ 2,014.65
<b>PROJECT TOTAL (2014)</b>					<b>\$ 1,058,200.00</b>		<b>\$ 818,800.00</b>		<b>\$ 497,800.00</b>

- Assumptions:
1. Pavement removal and reconstruction starting at end of existing typical boulevard section
  2. NW 70th Cross section = 2-25' Sections (13'-13') and 15' Median
  3. Assumes \$050 for quantities on the west end northleg of NW 107th Street Roundabout and 75/25 split for quantities inside the crosswalks. (See diagram)
  4. Assumes 12 inches of Hotbed Subbase
  5. Assumes no Wetbed Migration
  6. Final Quantities and Estimate of Costs to be determined after Preliminary Design is complete.
  7. Price based on January 9, 2015 Price's 41-42-Tidebe.
  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 utilizes 5050 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. BSI accounting for removal of median opening and installation of curb and gutter.
  13. Refer to cost where display for percentage explanation.



**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



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

March 18, 2015

To: City of Grimes

From: Andrew Wood, Jeff Waters, Jake Solsma, Christina Shepherd

O&M Report: March 2015

### **Water Operation & Maintenance**

Maintenance staff performed monthly inspections and completed the monthly preventative maintenance work on all water plant equipment during the first week of February. Staff also continued cleaning and painting equipment in the water plant.

On February 10<sup>th</sup>, staff replaced the thermos-couplers on lime slakers No. 1 and No. 2.

Throughout the month, staff made process adjustments to maximize use of the Jordan Well water in an effort to reduce finished water hardness without generating water quality concerns due to the other water quality characteristics of this water source.

Staff cleaned the booster station pump house and performed preventative maintenance on the equipment.

Layne Well Company performed pot holing for future use.

The Annual Well and withdrawal report was submitted to IDNR in February.

The generators were fueled, inspected and air quality reports were submitted to IDNR.

We continued putting water down the ASR this month. We are pumping approx. 350-400 gpm into the ASR depending on demand in the system. As of February 28, 2015 we had pumped 11,588,443 gallons into the ASR Well.

### **Wastewater Operation & Maintenance**

The Grimes wastewater treatment facility's effluent discharge was well within the permit limitations during the month of February 2015. Average effluent CBOD concentrations were below detectable limits (0 mg/L), average Total Suspended Solids concentration was 3.67



**Water and Wastewater Utility Operations, Maintenance, Engineering, Construction**

mg/l, and the average Ammonia Nitrogen concentration was 0.07 mg/l. The February 2015 monthly operation report was submitted to IDNR.

Wastewater Treatment Facility staff continues checking all facility buildings to ensure the Makeup Air Units (MAUs) are functioning properly to prevent freezing. All buildings are checked daily.

Maintenance staff performed monthly preventative maintenance and facility inspections during the first week of February. Staff continued cleaning and painting of equipment in the wastewater facility.

MAU #1, #3 and #4 parts arrived and Holverson Trane completed repairs on these units.

The City began laying rock on the access road into the plant. The road is in poor condition.

The Annual Sludge Report was submitted to EPA and IDNR Region 5.

All lift stations (Gateway, Heartland, and Southeast) are routinely checked, monitored, and maintained twice weekly with no problems to report. The Lift Stations wet wells were washed down and inspected

### **Distribution & Collections**

Due to some fair weather early on in February we were able to flush SE 2nd Street for monthly maintenance. Since things were slower than most months the distribution operators were able to spend time at the plant doing some housekeeping and replenishing of our distribution inventory. There were also more finals done on finished homes this month. Finals consist of inspecting the water meter, checking for a pressure reducing valve, checking for an expansion tank, and programming the radio reader.

# USW

UTILITY GROUP

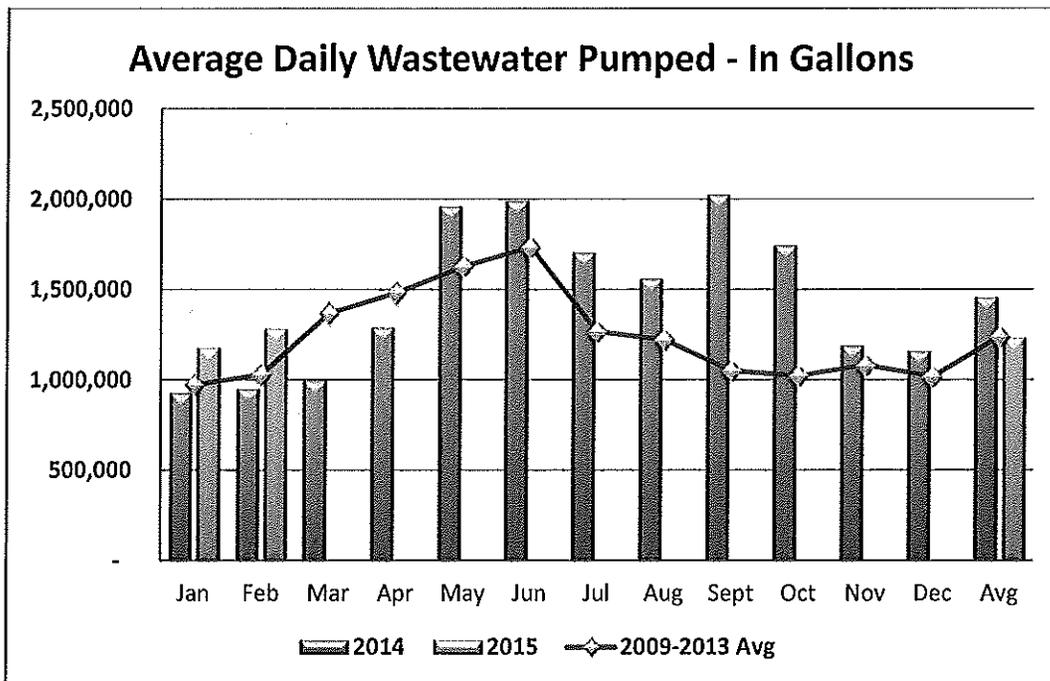
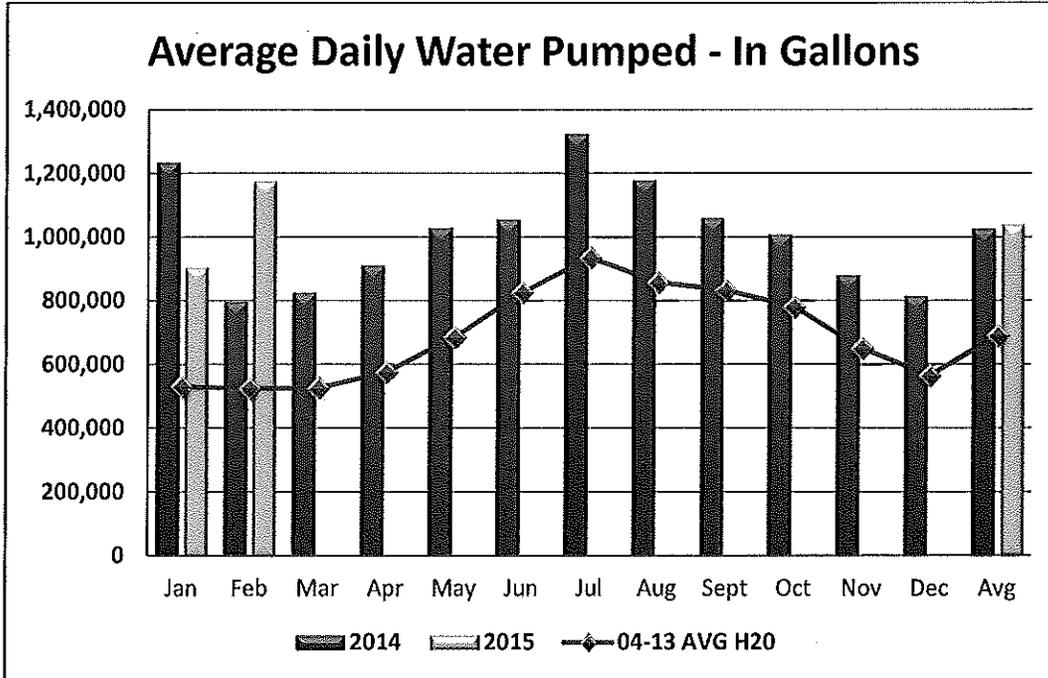
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		15-Feb	15-Jan	14-Feb
<b>Water</b>				
	<b>Units</b>			
Average Daily Pumped	gallons	1,173,930	903,420	796,250
Maximum Daily Pumped	gallons	1,489,000	1,346,000	1,495,000
Minimum Daily Pumped	gallons	679,000	543,000	664,000
<b>Hardness</b>				
Hardness - Avg Raw	grains	24.89	47.2	30.9
Hardness - Avg Finish	grains	16.18	15.07	13.9
<b>Iron mg/l</b>				
Avg Raw	mg/L	5.7	5.57	7.63
Avg Finish	mg/L	0.12	0.12	0.31
<b>Fluoride mg/l</b>				
Avg Raw Fl.	mg/L	1.18	0.51	0.3
Avg Finish Fl.	mg/L	0.77	0.68	0.71
<b>Wastewater</b>				
<b>BOD</b>				
	mg/L			
BOD Effluent Avg	mg/L	0	0	1.25
BOD Effluent Permit Limit	mg/L	25	25	25
<b>TSS</b>				
	mg/L			
TSS Effluent Avg	mg/L	3.6675	3.22	11.5
TSS Effluent Permit Limit	mg/L	30	30	30
<b>Nitrogen Ammonia</b>				
	mg/L			
NH3-N Effluent Avg	mg/L	0.0735	0.35	0.625
NH3-N Effluent Permit Limit	mg/L	6.2		6.2
<b>Effluent Flow</b>				
	gallons			
Average Daily	gallons	1,285,282	1,182,452	952,000
Maximum Daily	gallons	1,523,000	1,339,000	1,684,000
Minimum Daily	gallons	1,117,000	1,015,000	804,000
<b>Distribution</b>				
	#			
Work Orders	#	45	73	
Locates	#	106	134	
<b>Meters Installed</b>				
	#			
Residential	#	14	19	
Commercial	#	1	0	
Temp Hydrants	#	0	0	
Disconnect Notices	#	87	84	
Services Disconnected	#	10	15	
Hydrants Inspected/Flushed	#	15	22	
Valves Exercised	#	12	14	
Manholes Inspected	#	18	23	

# USW

UTILITY GROUP

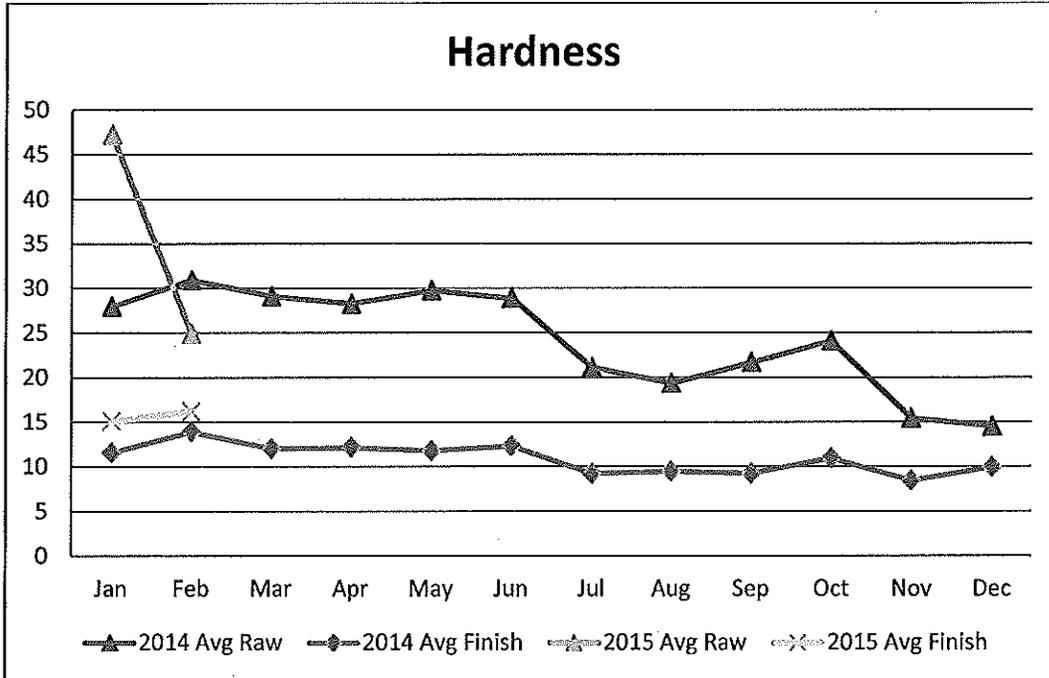
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction





UTILITY GROUP

Water and Wastewater Utility Operations, Maintenance, Engineering, Construction





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.

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**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



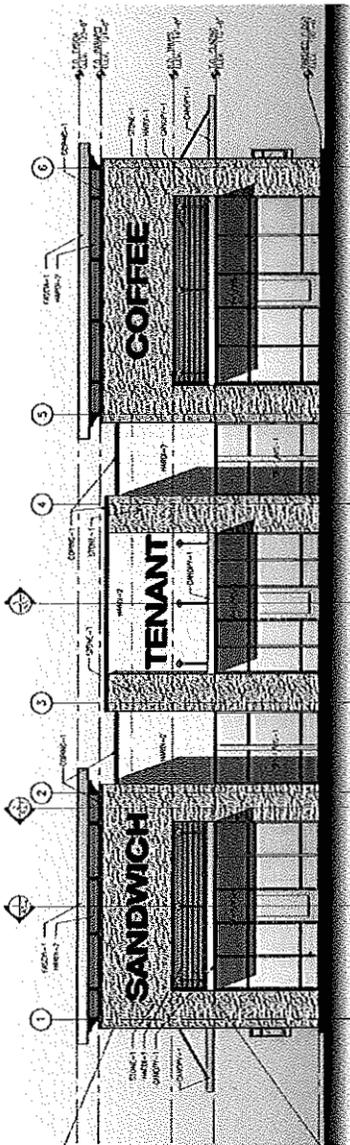
STONE-1



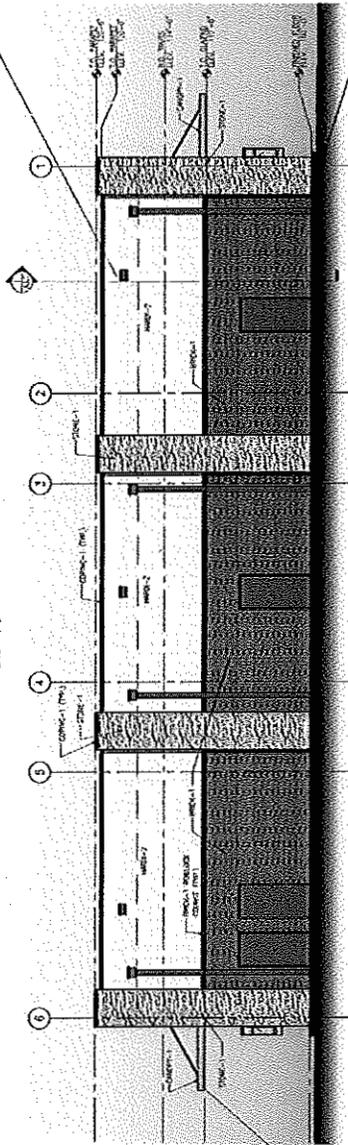
HARDI-1



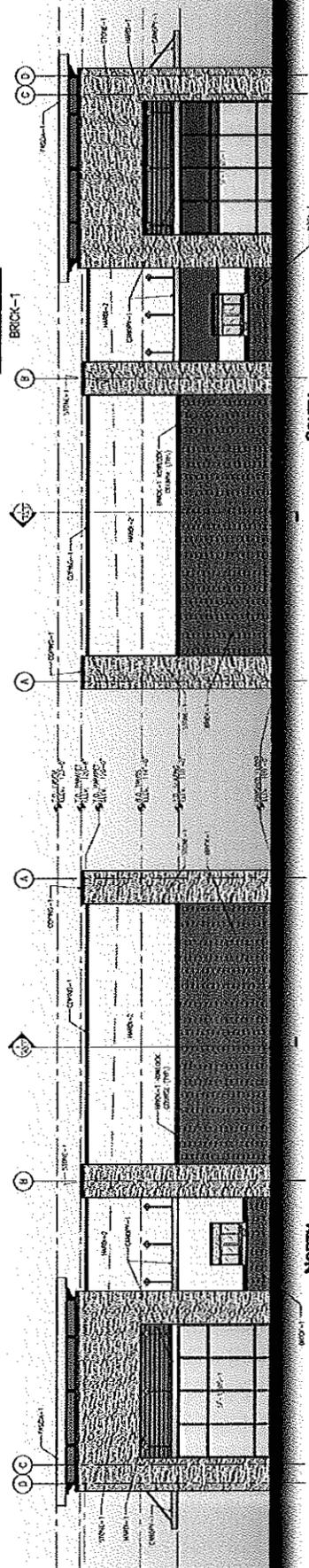
CANOPY-1



EAST (FRONT)  
EXTERIOR ELEVATION  
① 316'-7 1/2"



WEST (BACK)  
EXTERIOR ELEVATION  
① 316'-7 1/2"



SOUTH  
EXTERIOR ELEVATION  
① 316'-1 1/2"

NORTH  
EXTERIOR ELEVATION  
① 316'-1 1/2"

**GENERAL EXT. ELEVATION NOTES**

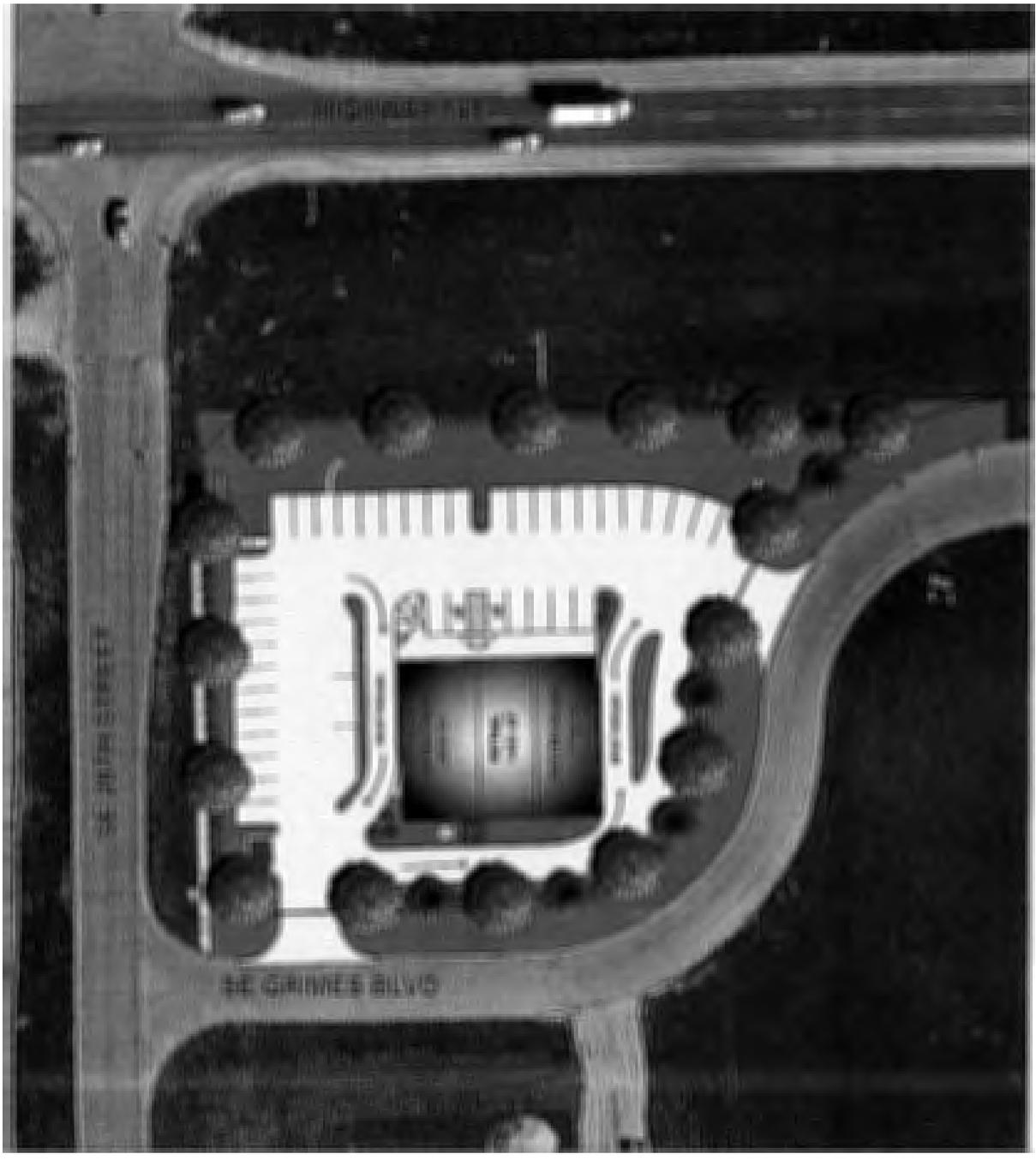
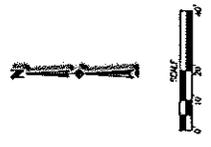
1. REFER TO GENERAL NOTES AND REQUIREMENTS ON ALL OTHER DRAWINGS FOR THESE SPECIFICATIONS.
2. CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
3. CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
4. CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
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9. CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.
10. CONTRACTOR SHALL VERIFY ALL MATERIALS AND FINISHES ARE AS SHOWN ON THESE DRAWINGS AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.

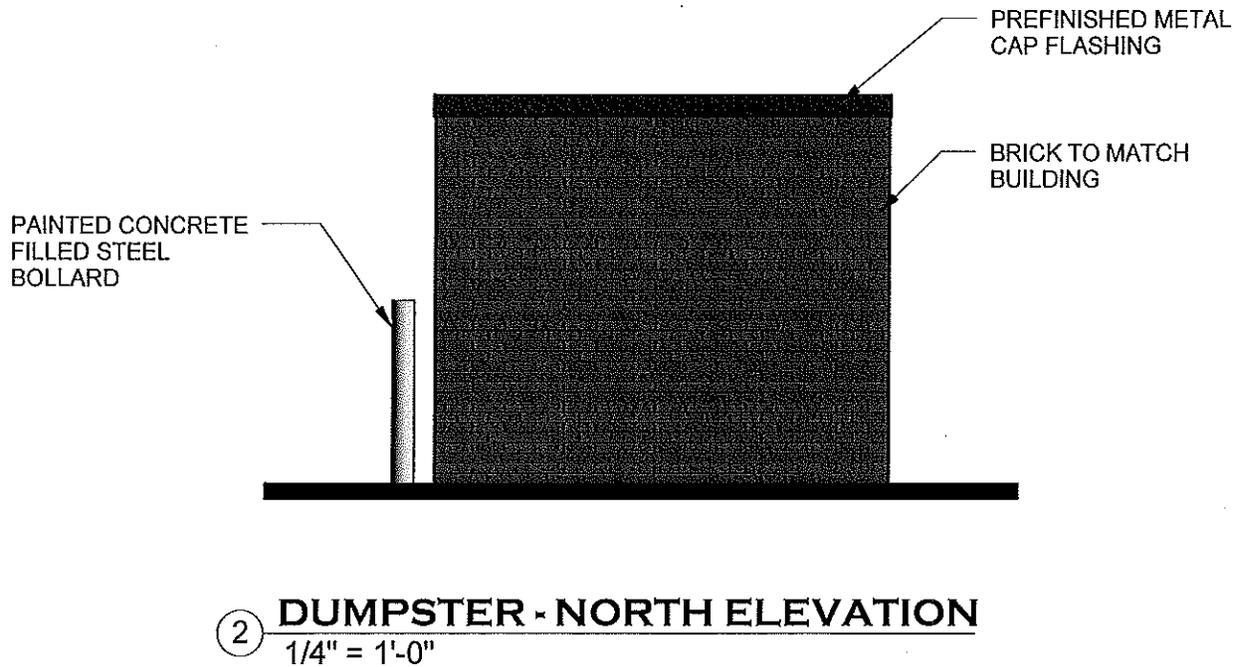
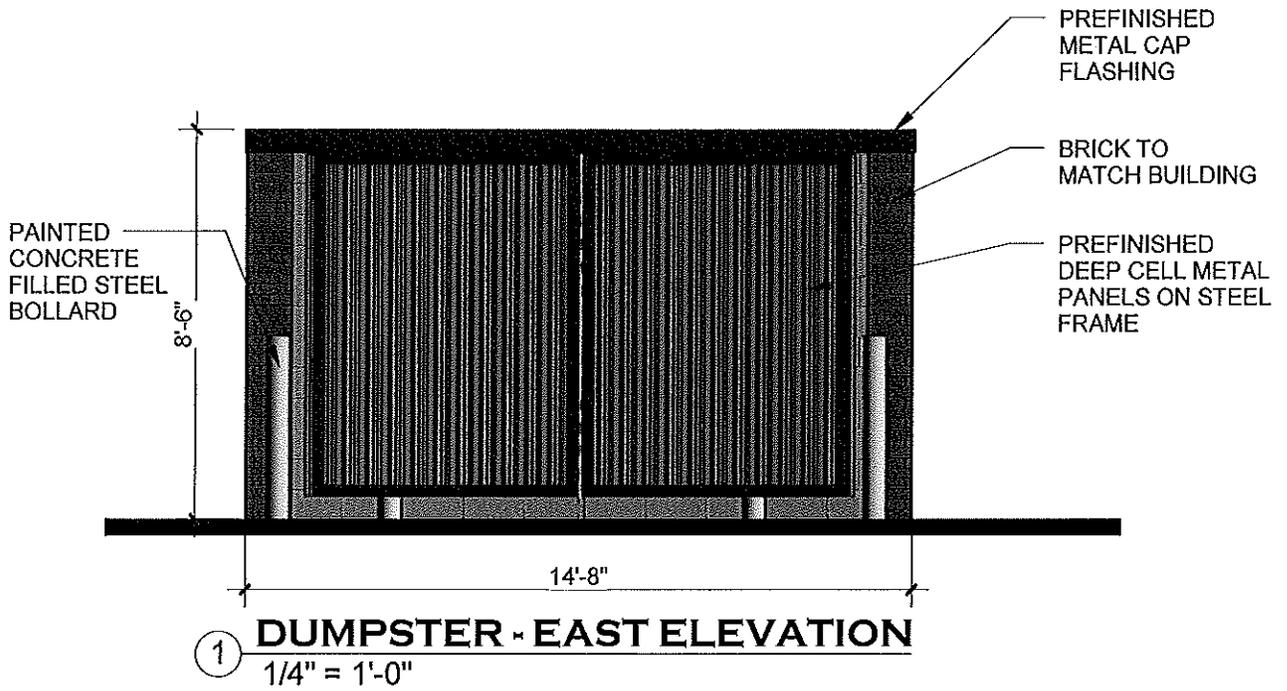
**EXTERIOR MATERIAL LEGEND**

MATERIAL	DESCRIPTION
STONE-1	ROUGH-Hewn Stone
HARDI-1	Dark Textured Surface
HARDI-2	Light Textured Surface
BRICK-1	Red Brick
CANOPY-1	Dark Flat Surface

# GATEWAY CORNER

## SITE ILLUSTRATIVE





**simonson**

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

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Job No.

Proj. Mgr.

Date

Title  
**DUMPSTER ENCLOSURE**

Sheet

**M1.3**

**RESOLUTION NO. 03-0515**

**A RESOLUTION SUPPORTING THE HOME BASE IOWA INITIATIVE**

WHEREAS, the Office of the Governor of the State of Iowa has launched a public-private partnership called Home Base Iowa initiative, which is an effort to match military veterans with jobs available across Iowa; and

WHEREAS, the Home Base Iowa initiative consists of two programs, Home Base Iowa Businesses and Home Base Iowa Communities; and

WHEREAS, Governor Branstad is requesting Iowa businesses and communities to promote and support the Home Base Iowa initiative. One of the requirements for Grimes to be a Home Base Community is that the City Council adopt a resolution of support; and

WHEREAS, the City Council of Grimes finds that it is in the best interests of the City of Grimes and veterans everywhere to support the Home Base Iowa initiative and adopt this resolution.

NOW, THEREFORE, it is resolved by the City Council of Grimes, Iowa as follows:

Section 1. The City Council of Grimes hereby proclaims its support for the Home Base Iowa initiative and encourages its residents to take whatever actions are necessary for Grimes to become and continue to be a Home Base Iowa Community.

Section 2. The City Council also encourages Grimes businesses to take whatever actions are necessary to become and continue to be a Home Base Iowa Business.

Section 3. The Mayor, City Administrator, and Communications Specialist are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

Section 4. All resolutions, orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption and approval.

Passed and approved on March 24<sup>th</sup>, 2015.

ATTEST:

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

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



*101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846*

**City of Grimes Public Hearing Notice  
Public Hearing will be held,  
March 24, 2015 Grimes City Council Meeting  
101 N E Harvey, Grimes, Iowa  
5:30 p.m.**

Notice is hereby given that a PUBLIC HEARING will be held at the Grimes City Council Meeting on Tuesday, March 24, 2015 at 5:30 p.m., at 101 North East Harvey Street, Grimes, Iowa, concerning a Resolution titled "Resolution Authorizing City to Issue Quit Claim to former City Alleyway Property Abutting 509 N. Main Street" that relates to property legally described as follows:

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

All interested persons may appear in person or by agent. If you have additional questions or comments please feel free to contact City Hall at 986-3036.

Published this 19<sup>th</sup> day of March 2015.

By: Rochelle Williams  
City Clerk

**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.

\_\_\_\_\_  
THOMAS M. ARMSTRONG, MAYOR

ATTEST:

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

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**ORDINANCE #644**

**AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.05 BY CHANGING THE ZONING OF THE BELOW DESCRIBED PROPERTY KNOWN AS KENNYBROOK SOUTH CURRENTLY ZONED PUD PLANNED UNIT DEVELOPMENT WITH AN UNDERLY ZONING OF R2-70 AND R2-60 BE REZONED TO R-3 MEDIUM DENSITY RESIDENTIAL WHICH CONSISTS OF 18.5 ACRES**

SECTION 1. Purpose. The purpose of this Ordinance is to amend the official zoning map of 18.5 acres from PUD Planned Unit Development with an underlying zoning for R-2-70 and R2-60 be rezoned to R-3 Modicum Density Residential.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Section 165.05 the official zoning map shall be amended as follows and this ordinance shall be noted in the Editor's Note located after Section 165.47.

LEGAL DESCRIPTION  
Kennybrook South

Proposed approximately 18.5 acres zoned PUD Planned Unit Development with an underlying zoning of R2-70 an R2-60 be rezoned to R-3 Medium Density Residential

**PROPERTY DESCRIPTION:**

**LEGAL DESCRIPTION - REZONING**

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER;  
THENCE NORTH 0°16'22" EAST ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, 665.199 FEET; THENCE NORTH 59°17'31" EAST, 265.554 FEET; THENCE SOUTH 30°42'29" EAST, 160.000 FEET; THENCE NORTH 59°17'31" EAST, 280.000 FEET; THENCE SOUTH 30°42'29" EAST, 42.030 FEET; THENCE SOUTH 17°37'04" EAST, 85.669 FEET; THENCE SOUTH 9°30'46" EAST, 89.882 FEET; THENCE NORTH 86°03'46" EAST, 47.743 FEET; THENCE NORTH 89°16'12" EAST, 72.016 FEET; THENCE NORTH 81°48'29" EAST, 72.834 FEET; THENCE NORTH 76°48'50" EAST, 74.099 FEET; THENCE NORTH 72°44'57" EAST, 75.593 FEET; THENCE NORTH 76°45'21" EAST, 74.118 FEET; THENCE SOUTH 89°28'24" EAST, 145.138 FEET; THENCE SOUTH 0°31'36" WEST, 679.249 FEET TO THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°30'46" WEST ALONG SAID SOUTHERLY LINE, 1163.323 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.52 ACRES (806,533 SQUARE FEET).

**SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.**

**SAID TRACT OF LAND CONTAINS 18.5 ACRES MORE OR LESS.**

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

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

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

Passed by the City Council and approved by the City Council on this    th day of    2015.

ATTEST:

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Thomas M. Armstrong, Mayor

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Rochelle Williams, City Clerk