



101 NE Hawey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall

101 NE Harvey Street

April 14, 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. Proclamation Affordable Housing Week (a week dedicated to educating the community about the importance and value of safe, stable and affordable housing in Grimes and throughout Polk County)
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from March 24, 2015 Meeting
 - B. Resolution 04-0115 Proposing To Vacate Public Lands and Convey to Adjoining Property Owners And setting a Public Hearing for 04-28-15 to Affirm Vacation of Alley and Convey To Adjoining Property Owners (property that backs up to property owned by Timothy Shawn Hippen that is a 8' piece , half of the old alley in the middle of the block, all adjacent parcels have been sold living This piece landlocked in the center of the block)
 - C. Request for Hardship Waiver (request for assistance on City bill)
 - D. Utility Refunds (credit balance on closed accounts)
 - F. Leggette, Brashears & Graham, Inc. for Grimes Exploration and Aquifer Testing - \$59,842.24
 - G. Halvorson Trane – service and repair of make up air units #1, #3 and #4 at waste water treatment plant. Repairs include burners, ceramic plates, orifice tubes, electronic controller, belts and labor on all three units.- \$8,404.77
 - H. Accepting Acknowledgement/Settlement Agreement with Johnson's Phillips 66 for first offense



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Tobacco violation

- I. Change Order #7 with C.L. Carroll Co. Inc. for the ASR Well No. 1, Well Pump and Control Building Improvements adding \$18,724.61 (additional emergency and exit lights, core drilling to investigate voids under the floor slab, floor slab stabilization completed by URETEK and filling of the core drilled holes)
- J. Set Bid date of April 29, 2015 and Public Hearing Date of May 12, 2015 for approval of plans specifications and concur with the City of Johnston in the award of the bid for the East 1st Street Paving from 925' east of SE Destination Drive to NW 107th Street
- K. Governors Days Requests to the City of Grimes
- L. Resolution 04-0715 Certification for Collection of Water Service Fees to Polk County
- M. Approve Memorandum of Understanding for the Central Iowa Code Consortium (improve consistency in the adoption and enforcement of construction codes through collaborative effort)
- N. Task Order No. 3364-15A Water Treatment Plant Consultation – Fox Engineering
- O. Pay Request 2-Final for the Highway 44 and Meadows/High School Traffic Signal to Iowa Signal, Inc - \$4,039.84
- P. Pay Request #7 to C.L. Carroll Co. Inc. for the ASR Well #1 Well Pump & Control Building Improvement - \$158,780.75
- Q. Pay Request 12 to Concrete Technologies for the SE 19th Street Improvements - \$28,391.23
- R. Resolution 04-0515 Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Grimes Industrial Park II, LLC, including annual appropriation tax increment payments in an amount not to exceed \$481,650
- S. Finance Reports
- T. Claims dated April 14, 2015

6. Fire Chief Report

7. Patrol Report

8. Presentation – Walnut Creek Watershed Management Authority – Pat Boddy

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

- A. Crossroads Business Park of Grimes Plat 7
- B. Public Hearing and Action on North Sports Complex Fencing Improvements
- C. Public Hearing and Action on Highway 141 Sanitary Sewer Improvements
- D. Public Hearing on 2015 Addition to the Grimes Urban Renewal Area Designation and Plan
- E. Resolution 04-0215 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area
- E. Animal Rescue League of Iowa, Inc. Contract (partnering with the league with regarding stray animal for the purpose of animal welfare and public safety)
- F. Affordable Housing Proclamation (a week dedicated to educating the community about the importance and Value of safe, stable and affordable housing in Grimes and throughout Polk County)
- G. Public Hearing on an Ordinance Establishing A Tobacco Free Parks and Trail Policy For The City of Grimes, Iowa
- H. First Reading of Ordinance #645 Establish A Tobacco Free Parks and Trail Policy For the City of Grimes, Iowa
- I. Request from Rick Hutcheson regarding the paving of alley located between Highway 44 and NE 2nd Street



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PUBLIC FORUM

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

COUNCIL ACTIONS

- A. Ordinance #644 Third 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
- B. Equipment Sharing Agreement (sharing of public works equipment between Cities of Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, West Des Moines, and Windsor Heights)

COUNCIL DISCUSSIONS

- 1. Mayor’s Report
- 2. City Attorney’s Report
- 3. City Engineer’s Report
- 4. City Staff Report
- 5. Old Business
 - a. YMCA Update and Funding Discussion
- 6. New Business
- 7. Recess Open Session
- 8. Reconvene Open Session
- 9. Resolution 04-0414 providing for Closed Session ref 21.5 1 (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
- 10. Rise from Closed Session
- 11. Reconvene Open Session
- 12. Open Session – cont.
- 13. New Business – cont.

ADJOURNMENT

Affordable Housing Week Proclamation

Whereas, access to safe, stable and affordable housing throughout Polk County impacts the lives of individuals and the economic vitality of our community.

And whereas, Polk County Housing Trust Fund is working closely with organizations who build, develop and support affordable housing initiatives.

And whereas, everyone benefits with affordable housing — the people who reside in these properties, their neighbors, businesses, employers and the community as a whole.

And whereas, calling attention to the needs and benefits of affordable housing is paramount to the growth of our community.

Now, therefore, I, Thomas M. Armstrong, Mayor, on behalf of the City Council and the citizens of the City of Grimes do hereby proclaim the week of April 21-26, 2014, as Affordable Housing Week, a week dedicated to educating the community about the importance and value of safe, stable and affordable housing in the City of Grimes and throughout Polk County.

Passed by the City Council and approved by the City Council on this 14th day of April 2015.

ATTEST:

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

CITY COUNCIL MEETING

Tuesday, March 24, 2015
Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Acting Mayor Altringer on Tuesday, March 24, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Acting Mayor Altringer.

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

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Pro Tem Altringer asked for approval of the agenda.

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

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

Approval of the Consent Agenda

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. Sauerma & 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 N. Resolution 03-0615 Waiving Right to Review Preliminary Plat Beaver Crossing Plat 1 O. Set Hearing for April 28, 2015 for the East 1st Street Paving from 925' east of SE Destination Drive to NW 107th Street in Grimes P. Resolution # 03-0415 approving the Preliminary Resolution of Necessity for the East 1st 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 in the amount of \$395,870.15 T. Resolution 03-0615 Approving and Adopting Preliminary Plans and Specifications, Estimate of Cost and Plat and Schedule for East 1st Street,

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

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

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	3,709,713.43	82,649.64	351,921.88	3,507,870.76
Special Revenue Fund	2,121,290.63	101,071.12	13,174.44	2,190,225.38
Debt Service Capital Improvements	2,471,193.21	10,041.96	0.00	2,479,221.36
Enterprise Fund	-784,709.38	573,976.00	306,168.92	-1,088,224.80
Total	5,215,154.65	335,437.93	229,477.99	5,317,242.39
	12,732,642.54	1,103,176.65	900,743.23	12,406,335.10

US WATER REPORT

Andy Wood of USW and Grimes Water and Wastewater was present to update the Council. He advised that as of today they had placed 22 million gallons of water down in the ASR. Wood stated that there plan is to have 45 million in the ASR by the end of April. Wood reviewed some of the maintenance at the plant. Wood stated that

all DNR Reports have been completed and submitted on time. Wood also advised that the Consumer Confidence Report had been sent off and when it is approved he will ask to have it sent out to all residents. He stated that they have made some adjustments to the hardness of the water without creating taste and other issues. Council Member Blackford asked if the shallow well levels have recovered and Woods advised that the levels are holding steady.

Mayor Armstrong arrives at 5:36 pm.

PUBLIC AGENDA ITEMS

A. Gateway Corner- Site Plan

Bob Gibson of Civil Design Advantage, 3405 SE Crossroads Drive addressed the Council on behalf of Newblood Investment LLC. Gibson reminded the Council that at the last Council meeting during the site plan review the Council had concerns over the elevations. He advised that with him tonight was Eric Grubb of Newblood Development, the developer and Clark Snyder of Simonson and Associates the architect for the building. Snyder reviewed the updated elevations of the building show the addition of stone and glass to the building. City Engineer Gade advised that he had no concerns with the new site plan and it was up to the Council to decide if this met the Zone 1 Corridor requirement. Council Member Altringer thanked the developers for reworking the elevations. Council Member Patterson thanked the engineer, architect and developer on the changes to the building which will help the City keep the integrity of the corridor especially for those who build in the future.

Moved by Patterson, Seconded by Altringer; the Gateway Corner Site Plan shall be approved.

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

B. Presentation from MS Moments on Request to for the 5th 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

Karrie Anderson addresses the Council regarding a request to hold a 5th Annual Bag Tournament Fundraiser on behalf of MS Moments in Grimes. Anderson advised that the tournament has previously been held in Urbandale. She stated that since she and her family live in Grimes they wanted to move the event to Grimes. Anderson stated that she was diagnosed with MS (Multiple Sclerosis) several years ago. She added that the medication needed by MS patients is very expensive and this fundraiser goes to help families.

Moved by Bickford, Seconded by Blackford; MS Moments request for the 5th Annual Bag Tournament as a fundraiser to help families directly impacted by Multiple Sclerosis and City staff work with the group shall be approved.

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

Mayor Armstrong added that she could work with City Staff on any needs and also follow what the Chamber does when holding Governor's Days.

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.

Brian Bueth of Grimes Chamber and Economic Development provided some background on the Home Base Resolution. Bueth stated that the Chamber is very proud to be part of the initiative to make Grimes a Home Base Community. He pointed out that Mayor Armstrong sits on their committee along with former Council Member Tom Shatava and City employee Dave Guthrie who are veterans. Also part of

this committee is Clint Dudley former President of Grimes Chamber and Economic Development. Buethe stated that tonight they were asking the Council to consider having Grimes become a Home Base Community by passing Resolution 03-0515. He stated that Governor Branstad has launches a public-private partnership that actually started as a workforce initiative which provided jobs for retiring veterans and bring them back to Iowa. Buethe advised that this initiative will help bring veterans back to Grimes and pair them with businesses and it will be good for Grimes and the veterans. Mayor Armstrong echoed what Buethe stated. Mayor Armstrong that there will additional items that will come forward in future workshops of the City Council. Mayor Armstrong stated this was something near and dear to his heart as he has a son who is in the military full time. He went on to say that he expects his son to retire from the military in 10 years and he would like to see him come back to the local area. Moved by Patterson, Seconded by Altringer; Resolution 03-0515 Home Base initiative shall now pass. Council Member Patterson stated that he was glad to be moving forward and felt it was a good proposal by the Governor. He added that he was happy to see our community step forward. Council Member Altringer thanked Buethe for his presentation and for the board's work on this. Buethe responded that they have been a phenomenal group of people to work with.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

D. Public Hearing on Resolution Authorizing City to Issue Quit Claim to former City Alleyway Property Abutting 509 N Main Street

Mayor Armstrong opened the Public Hearing at 6:00 pm. There being no oral or written comments, the Hearing was closed at 6:00 pm.

E. Resolution 03-0215 Authorizing City To Issue Quit Claim Deed To Former City Alleyway Property Abutting 509 N Main Street

Mayor Armstrong stated that this alleyway was purchased back in 1992 but was never recorded. He added this resolution would allow it to be recorded and complete the transaction.

Moved by Bickford, Seconded by Patterson; Resolution 03-0215 Authorizing City To Issue a Quit Claim Deed to Former City Alleyway Property Abutting 509 N Main Street shall be approved.

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

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

Moved by Bickford, Seconded by Blackford; the Second 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.

COUNCIL DISCUSSIONS

Mayors Report

Mayor Armstrong advised that he was still taking applications for the Public Health and Safety Board.

City Attorney Report

City Attorney Henderson advised that he is working on the legals regarding the purchase of the prior Fed Ex building that is being purchased by the City. He added that he expects the transaction to be completed in the next 30 days.

City Engineer Report

City Engineer Gade advised that work would be started on SE 19th Street.

City Staff Report

City Administrator Brown provided the following on an accident near Grimes. She advised that she had just come from an incident debriefing from the accident involving Sally West. Brown originally saw a missing persons report from Mahaska County on FB. She called Polk County Sheriff's office to make sure it was a valid post before putting it on the City's FB page. Polk County called Mahaska County and verified the missing persons report. Polk County then entered everything into their system as they had not been notified. Brown posted it on FB and many people shared her status. She stated that on Friday, someone saw the post along with a description of the car and remembered seeing it in the median on Hwy 141 on Monday. Brown stated that Polk County Deputies took a closer look and saw West's car in the creek. She added that even though the outcome was not good it was through caring people, who take the time to share news like this, that West's family was able to get some closure. Brown stated that this just shows the power of communication and the ways social media can work.

Old Business - None

New Business - None

Moved by Altringer; Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:10 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong

Rochelle Williams

From: Timothy Shawn Hippen <t.s.hippen@outlook.com>
Sent: Friday, March 20, 2015 11:34 AM
To: Rochelle Williams
Subject: Timothy Shawn Hippen 105 SE 3rd Street
Attachments: ___web.assess.co.polk.la.us_cgi-bin_web_ft_infoqry.cgi_tt=c.pdf

Thank you for your call, (I apologize if you had already gotten this, the first one did not show up in my sent file)

I would like to purchase the piece of land that the City of Grimes owns that backs up to my property, this is an 8' piece, half of the old alley in the middle of the block. All the other parts have been sold, this piece is landlocked in the center of the block.

Parcel 311/00082-001-000

I have attached the page from the Polk County Assessor page for reference.

Thank you
Shawn
515 -- 401- 7306

Polk County Assessor

111 Court Avenue #195
Des Moines, IA 50309-0904

(515) 286-3014 Fax (515) 286-3388
polkweb@assess.co.polk.ia.us

Location					
City	None Listed	Zip	None Listed	Jurisdiction	Grimes
District/Parcel	311/00082-001-000	Geoparcel	7925-05-105-006	Status	Active
School	Dallas Grimes	Nbhd/Pocket	GR03/Z	Submarket	Western Suburbs
Appraiser	Brett Tierney 515-286-3019				

Click on parcel to get a new listing

[Bigger Map](#)
[Google Map](#) [Pictometry](#)
[Historical Photos](#)

Ownership - 1 Record				
Ownership	Num	Name	Recorded	Book/Page
Title Holder	1	CITY OF GRIMES		
Legal Description and Mailing Address				
-EX W 44F- S 1/2 VAC ALLEY N & ADJ LT 4 & S 1/2 VAC ALLEY N & ADJ LT 5 BLK 5 TOWN OF GRIMES			CITY OF GRIMES 101 NE HARVEY ST GRIMES, IA 50111	

Current Values

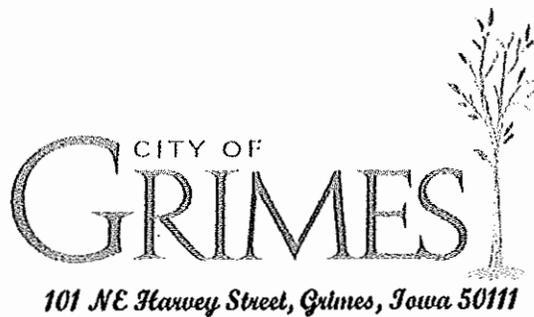
Type	Class	Kind	Land	Bldg	Total
2014 Value	Government	Full	\$0	\$0	\$0

Zoning - 1 Record

Zoning	Description	SF	Assessor Zoning
R-2	Single and Two Family District		Residential
<i>City of Grimes City of Grimes 515 986-3036 (2010-03-02)</i>			

Historical Values

Yr	Type	Class	Kind	Land	Bldg	Total
2007	Assessment Roll	Government	Full	\$0	\$0	\$0



NOTICE OF PUBLIC HEARING

CITY OF GRIMES, IOWA NOTICE OF PUBLIC HEARING ON RESOLUTION #04-0115, PROPOSING TO AFFIRM VACATION OF ALLEY AND CONVEY TO ADJOINING PROPERTY OWNER.

At the Grimes City Council of April 28, 2015, the Grimes City Council will consider the proposal, as set forth in Resolution 04-0315 to affirm the vacation of a section of an alley and convey said section of the alley to the adjoining property owner. This hearing will take place at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa commencing at 5:30 P.M. on April 28, 2015. All interested individuals are invited to attend this hearing and make their comments known to the Grimes City Council prior to its vote.

Resolution Summary

WHEREAS; The below identified residents of Grimes, Iowa have petitioned the City Council to vacate the public lands identified below and convey said lands to them as adjoining property owners; and,

Residents: Timothy S Hippen; 105 S 3rd Street, Grimes, IA 50111

Public Lands to be conveyed: -EX W 44F-S ½ VAC ALLEY N & ADJ LT 4 & S ½ VAC ALLEY N & ADJ LT 5 BLK 5 TOWN OF GRIMES

WHEREAS: said public land is deemed by the City of Grimes to be of no benefit to the public, and should be vacated by the City of Grimes, and conveyed to the adjoining property owners pursuant to Iowa Code Sections 354.23 and 364.7; and,

WHEREAS: the remaining portion of the alley that includes said public land have already been vacated and conveyed to adjoining property owners and said public land is surrounded by vacated land.

BE IT RESOLVED, the City of Grimes, City Council hereby proposed to vacate the above identified public lands, and convey said public lands to the above identified adjoining property owner, after notice and public hearing on this proposal. Vacation and conveyance shall be by Resolution after said public hearing, and become effective upon payment of costs and fees as prescribed in said Resolution.

Notice of this Resolution proposing affirmation of the vacation of this section of the public alley and conveyance to its adjoining property owner, and of the hearing on this proposal is given this 16th day of April, 2015

Rochelle Williams, City Clerk

* Request from Grimes Resident to have attached bill written off due to hardship.

Rochelle
Williams

TO Council

On or about 9-22-14 I started a new job, my insurance cancelled the last day I worked my new insurance would not start until 90 days later, I had a health problem at home when I passed out my wife called 911, EMT's came and said I should go and get checked out, this cost about \$8000 total I already have hospital bills to pay I don't know what to do as I can not afford. Could you please find some hardship in this case I am currently laid off and unemployed we have lived in Grimes for 15 yrs paying taxes please advise.

Thank you



GRIMES FIRE AND RESCUE

P.O. BOX 457
WHEELING, IL 60090-0457
(800) 244-2345

Patient name: [REDACTED]
Telephone: 515-619-2319
SSN: [REDACTED]
Date of Birth: [REDACTED]
Sex: M
Employer:

Run Number: 14-389780
Date of call: 9/13/2014
Time of call: 18:32
Incident Number: 14-1600
Group:
Profit Center: RES

JEFFREY L HARP
601 NW CALISTA CT
GRIMES, IA 50111

From: Residence
To: Mercy Medical Center-Des Moines

Primary payer: Bill Patient

Secondary payer: Blue Cross Blue Shield Iowa

Description	Payer	Check #	Quantity	Unit Price	Payment Date	Amount
ALS BR BASE RATE			1	\$550.00		\$550.00
MILEAGE			16.8	\$16.00		\$268.80

PLEASE PAY THIS AMOUNT

\$818.80

Note Date	Note
10/28/2014	Received face sheet, verified all info. Added ins. Billed.
11/25/2014	Red BCBS EOB 11/7/14 posted 11/17/14 no coverage on dos, denied to pt, need correct ins info

4/10/2015 8:58 AM
 PACKET: 00858 US - Refund
 VENDOR SET: 01 Grimes, IA
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Refund Item Register

Closed Accounts

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1	MISC VENDOR			
I-000201503310872	3/31/2015 APBNK	CHAPUIES, MORGAN DUE: 01-005700-04	61.70	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	61.70	
01-1	MISC VENDOR			
I-000201503310873	3/31/2015 APBNK	HALL, TRISTA DUE: 01-015100-04	2.56	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	2.56	
01-1	MISC VENDOR			
I-000201503310874	3/31/2015 APBNK	BURKETT, BLAKE DUE: 01-031900-05	98.71	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	98.71	
01-1	MISC VENDOR			
I-000201503310875	3/31/2015 APBNK	LEE, CHRISTINE DUE: 01-039400-05	54.58	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	54.58	
01-1	MISC VENDOR			
I-000201503310876	3/31/2015 APBNK	CONNINGHAM, TRACY DUE: 01-118800-07	183.35	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	183.35	
01-1	MISC VENDOR			
I-000201503310877	3/31/2015 APBNK	NEIGHBORHOOD BUILDERS DUE: 01-139018-00	2.77	1099; 600 4-810-1-4550.
		=== VENDOR TOTALS ===	2.77	

4/10/2015 8:58 AM
 PACKET: 00858 US - Refund
 VENDOR SET: 01 Grimes, IA
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Refund Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1	MISC VENDOR			
I-000201503310878	3/31/2015 APBNK	HOLCOMB, JOBY DUE: 01-150500-00	74.64	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	74.64	
01-1	MISC VENDOR			
I-000201503310879	3/31/2015 APBNK	WALKER, JOE & STACIE DUE: 01-169300-02	54.65	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	54.65	
01-1	MISC VENDOR			
I-000201503310880	3/31/2015 APBNK	KIEPKE, JENNIFER DUE: 01-177110-00	56.71	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	56.71	
01-1	MISC VENDOR			
I-000201503310881	3/31/2015 APBNK	GEVOCK, LISA DUE: 01-209400-00	188.72	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	188.72	
01-1	MISC VENDOR			
I-000201503310882	3/31/2015 APBNK	LARSON, JULIE DUE: 01-311207-02	84.79	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	84.79	
01-1	MISC VENDOR			
I-000201503310883	3/31/2015 APBNK	ROSALES, CAMILLE DUE: 01-322302-03	65.55	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	65.55	

4/10/2015 8:58 AM
 PACKET: 00858 US - Refund
 VENDOR SET: 01 Grimes, IA
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Refund Item Register

-----ID-----	ITM DATE BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT
01-1	MISC	VENDOR		
I-000201503310884	3/31/2015 APBNK	PERKINS, BARRY & VERLEE DUE: 01-333105-02	50.76	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	50.76	
01-1	MISC	VENDOR		
I-000201503310885	3/31/2015 APBNK	WISECUP, TONY DUE: 01-344101-03	69.15	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	69.15	
01-1	MISC	VENDOR		
I-000201503310886	3/31/2015 APBNK	SELTZ, SIGOURNEY DUE: 01-344110-02	90.51	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	90.51	
01-1	MISC	VENDOR		
I-000201503310887	3/31/2015 APBNK	FOWLER, DANIEL DUE: 01-344208-05	78.64	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	78.64	
01-1	MISC	VENDOR		
I-000201503310888	3/31/2015 APBNK	RODDA, DAVID DUE: 02-019800-05	4.72	1099: 600 4-810-1-4550.
		=== VENDOR TOTALS ===	4.72	
		=== PACKET TOTALS ===	1,222.51	

RECEIVED MAR 27

Invoice

Leggette, Brashears & Graham, Inc.
 4 Research Drive, Suite 204
 Shelton, Connecticut
 06484
 Phone: 203.944.5000

March 17, 2015
 Invoice No: 201503164

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

Project 0314.GRMEXP.14 Grimes Exploration and Aquifer Testing

Professional Services through February 28, 2015

Phase 001 Bidding, Contracting, Scheduling, Access

Professional Personnel

	Hours	Rate	Amount	
Sr. Vice President				
Powers, J. Kevin	.50	235.00	117.50	
Associate				
Plante, Michael	14.75	165.00	2,433.75	
Totals	15.25		2,551.25	
Total Labor				2,551.25

Additional Fees

Service Charge (in-house expenses)	2.00 % of 2,551.25		51.03	
Total Add-ons			51.03	51.03
		Total this Phase		\$2,602.28

Phase 002 Exploratory Drilling & Obs Well Install

Professional Personnel

	Hours	Rate	Amount	
Sr. Vice President				
Powers, J. Kevin	.25	235.00	58.75	
Associate				
Plante, Michael	53.50	165.00	8,827.50	
Hydrogeologist I				
Ramsey, Molly	132.25	65.00	8,596.25	
Totals	186.00		17,482.50	
Total Labor				17,482.50

Sub-Contracted Services

Layne Christensen Company				
3/12/2015	Layne Christensen Company	Test hole drilling and observation well installation	30,615.00	
	Total Sub-Contracted Services	1.15 times	30,615.00	35,207.25

Reimbursable Expenses

Meals				
2/17/2015	Plante, Michael	AMEX: Burger King dinner	6.78	
2/17/2015	Ramsey, Molly	AX, Dinner, Texas Roadhouse	23.00	

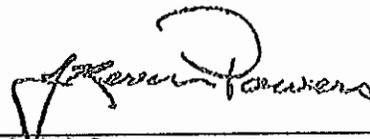
Project	0314.GRMEXP.14	Grimes Exploration and Aquifer Testng	Invoice	201503164
2/18/2015	Ramsey, Molly	AX, Lunch, Casey's	7.61	
2/18/2015	Plante, Michael	AMEX: Casey's lunch	6.92	
2/18/2015	Plante, Michael	AMEX: Ruby Tuesday dinner	47.56	
2/19/2015	Plante, Michael	AMEX: Burger King lunch	6.13	
2/19/2015	Plante, Michael	AMEX: dinner items at hotel	8.15	
2/19/2015	Ramsey, Molly	AX, Dinner, Texas Roadhouse	16.00	
2/19/2015	Ramsey, Molly	AX, Lunch, Casey's	7.67	
2/20/2015	Ramsey, Molly	AX, Dinner, Chipotle	8.80	
2/20/2015	Ramsey, Molly	AX, Lunch, Casey's	7.67	
2/21/2015	Ramsey, Molly	AX, Dinner, Texas Roadhouse	5.23	
2/21/2015	Ramsey, Molly	AX, Lunch, Casey's	6.49	
2/21/2015	Ramsey, Molly	AX, Breakfast, Casey's	3.90	
2/22/2015	Ramsey, Molly	AX, Breakfast, Casey's	3.90	
2/22/2015	Ramsey, Molly	AX, Dinner, Texas Roadhouse	10.59	
2/22/2015	Ramsey, Molly	AX, Lunch, Casey's	9.25	
2/23/2015	Ramsey, Molly	AX, Coffee/Food, Casey's	5.55	
2/23/2015	Ramsey, Molly	AX, Dinner, The Machine Shed	16.50	
2/23/2015	Ramsey, Molly	AX, Lunch, McDonalds	6.99	
2/24/2015	Ramsey, Molly	AX, Dinner, Louie's	22.30	
2/24/2015	Ramsey, Molly	AX, Lunch, McDonalds	6.99	
2/24/2015	Ramsey, Molly	AX, Coffee/Food, Kum & Go	3.76	
2/25/2015	Ramsey, Molly	AX, Lunch, Casey's	6.17	
2/25/2015	Ramsey, Molly	AX, Coffee/Food, Kum & Go	5.75	
2/25/2015	Ramsey, Molly	AX, Dinner, The Urban Grill	27.98	
2/26/2015	Ramsey, Molly	AX, Coffee/Food, Kum & Go	5.75	
2/26/2015	Ramsey, Molly	AX, Dinner, Zombi Burger	17.88	
2/26/2015	Ramsey, Molly	AX, Lunch, Casey's	6.49	
2/27/2015	Ramsey, Molly	AX, Dinner, Texas Roadhouse	10.59	
2/27/2015	Ramsey, Molly	AX, Lunch, McDonalds	4.24	
2/27/2015	Ramsey, Molly	AX, Coffee/Food, Kum & Go	5.75	
2/28/2015	Ramsey, Molly	AX, Dinner, Noodles & Company	14.16	
2/28/2015	Ramsey, Molly	AX, Lunch, Casey's	6.17	
2/28/2015	Ramsey, Molly	AX, Coffee/Food, Kum & Go	5.75	
Hotel				
2/19/2015	Plante, Michael	AMEX: Fairfield Inn, 2 nights	246.67	
2/25/2015	Ramsey, Molly	AX, 8-nights hotel, Fairfield	1,093.12	
Gas for Rentals				
2/17/2015	Ramsey, Molly	AX, Gas, Casey's	12.77	
2/18/2015	Ramsey, Molly	AX, Gas, Kum & Go	19.80	
2/19/2015	Ramsey, Molly	AX, Gas, Casey's	16.23	
2/21/2015	Ramsey, Molly	AX, Gas, Casey's	19.31	
2/22/2015	Ramsey, Molly	AX, Gas, Casey's	11.65	
2/23/2015	Ramsey, Molly	AX, Gas, Casey's	14.76	
2/24/2015	Ramsey, Molly	AX, Gas, Kum & Go	11.88	
2/25/2015	Ramsey, Molly	AX, Gas, Kum & Go	18.20	
2/26/2015	Ramsey, Molly	AX, Gas, Kum & Go	14.13	
2/27/2015	Ramsey, Molly	AX, Gas, Kum & Go	23.80	
2/28/2015	Ramsey, Molly	AX, Gas, Kum & Go	20.68	
Supplies				
2/4/2015	Ramsey, Molly	AX, Sampling Bags, Uline	136.41	
Other Reimbursable Expense				

Project	0314.GRMEXP.14	Grimes Exploration and Aquifer Testing	Invoice	201503164
2/17/2015	Ramsey, Molly	AX, Snack, Casey's	3.05	
2/18/2015	Ramsey, Molly	AX, Coffee, Kum & Go	2.95	
2/19/2015	Ramsey, Molly	AX, Misc Field, Target	25.97	
	Total Reimbursables	1.05 times	2,055.80	2,158.59
Unit Billing				
Electric Water-Level Indicator				
2/18/2015		2.0 Weeks @ 105.00	210.00	
Gloves, green nitrile				
2/18/2015		1.0 Box @ 15.00	15.00	
Mileage Company Vehicle @ \$.575/mile				
2/19/2015		643.0 Miles @ 0.575	369.73	
Trimble External Antenna (Zephyr)				
2/18/2015		2.0 Weeks @ 225.00	450.00	
Trimble GeoXH (GPS)				
2/18/2015		2.0 Weeks @ 450.00	900.00	
	Total Units	1.05 times	1,944.73	2,041.97
Additional Fees				
	Service Charge (in-house expenses)	2.00 % of 17,482.50	349.65	
	Total Add-ons		349.65	349.65
		Total this Phase		\$57,239.96
		Total this Invoice		\$59,842.24

Payment is due upon receipt of invoice. On accounts past due by 45 days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date. We accept MasterCard and Visa.

Project Manager Michael Plante

Authorized By:


 J. Kevin Powers

Layne Christensen Company

Remit to: 25666 Network Place Chicago, IL 60673-1256
 Midwest Region ~ Kansas City, KS *** Omaha, NE *** St. Louis, MO *** Wichita, KS *** Guthrie, OK ***
 PH: 262-246-4640 ~ FAX: 262-246-4764

INVOICE #: 80070610

SOLD TO: Leggelle, Brashears & Graham, Inc.
 ATTN: Accounts Payable
 4 Research Drive
 Shelton, CT 06484
 Client Phone: 203-944-5000

INVOICE DATE: 03/12/2016

PO#: _____

LAYNE ORDER#: 34653

CLIENT#: 48020334

Engineer: Brad Harris

GRMEXP/002

TERMS: NET 30 DAYS

QUANTITY	DESCRIPTION	PRICE	TOTAL
EXPLORATORY TEST HOLES AND OBSERVATION WELL INSTALLATION			
GRIMES, IA			
PAY REQUEST 1			
✓ 1	LS Mobilize/Demobilize Equipment	\$2,494.00	\$2,494.00
1	LS Notification of Iowa One-Call	\$0.00	\$0.00
762	LF Drill Test Holes	\$23.00	\$17,526.00
4	EA Install Observation Wells	\$1,047.00	\$4,188.00
4	EA Observation Well Development	\$172.00	\$688.00
0	EA Transport Soil Cuttings Offsite	\$520.00	\$0.00
7	EA Geophysical Logs for Test Holes	\$169.00	\$1,103.00
0	LS Site Restoration & Seeding	\$4,615.00	\$0.00
4	EA Permits for Observation Wells	\$364.00	\$1,456.00
10	DAY Per Diem, per Crew	\$300.00	\$3,000.00
0	LS Property Damage	\$0.00	\$0.00
0	HR Standby Time	\$0.00	\$0.00

Invoice Sub Total: \$30,615.00 ✓
 Tax: \$0.00

Invoice Total: \$30,615.00

3 GRMEXP

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate shall apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

Thank you for your business
 Layne Christensen is an Equal Opportunity Employer

APPLICATION AND CERTIFICATE FOR PAYMENT

APPLICATION NO: 1

PROJECT: Grimes, IA Exploratory Drilling & Test Well
ENGINEER: Leggette, Brashears & Graham, Inc.
OWNER: City of Grimes
101 N. Harvey Street
Grimes, IA 50111
ENGINEER'S PROJECT NO: _____
CONTRACTOR: Layne Christensen Company
APPLICATION DATE: 03/06/15
PERIOD FROM: 02/03/15 **TO:** 03/06/15

CHANGE ORDER SUMMARY:

NO.	AMOUNT	PREVIOUS PAYMENTS:
NO. 1	\$ 0.00	NO. 1 \$ _____
NO. 2	\$ _____	NO. 2 \$ _____
NO. 3	\$ _____	NO. 3 \$ _____
NO. 4	\$ _____	NO. 4 \$ _____
NO. 5	\$ _____	NO. 5 \$ _____
NO. 6	\$ _____	NO. 6 \$ _____
TOTAL:	\$ 0.00	TOTAL: \$ 0.00

PRESENT ACCOUNT STATUS (Continuation Sheets Attached):

ORIGINAL CONTRACT SUM	\$ 127,792.00
NET CHANGE BY CHANGE ORDERS	\$ 0.00
CONTRACT SUM TO DATE	\$ 127,792.00
TOTAL COMPLETED AND STORED TO DATE	\$ 30,615.00 ✓
RETAINAGE (0%)	\$ 0.00
TOTAL EARNED LESS RETAINAGE	\$ 30,615.00 ✓
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
CURRENT PAYMENT DUE	\$ 30,615.00 ✓

Notice To Proceed Date: February 3, 2015
Completion Date: March 31, 2015
Days Remaining: 25
On Schedule: Yes

The undersigned Contractor certifies that the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued, and that the current payment shown herein is now due.

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

CONTRACTOR: *Terry L. Heilger*
BY: LAYNE CHRISTENSEN COMPANY
Terry L. Heilger, Manager of Projects
DATE: 03/06/15

ENGINEER: Leggette, Brashears & Graham, Inc.
BY: _____
DATE: _____
OWNER: City of Grimes, Iowa
BY: _____
DATE: _____



GRIMES, IOWA EXPLORATORY TEST DRILLING, TEST WELL & AQUIFER TEST

GRM EXP / 052

PARTIAL PAYMENT ESTIMATE NUMBER: 1

NO.	DESCRIPTION	UNITS	QNTY	COST/UNIT	TOTAL BID	UNITS PREY. APP.	TOTAL PREY. APP.	UNITS THIS APP.	TOTAL THIS APP.	TOTAL UNITS IN PLACE	TOTAL COMPLETE TO DATE	PERCENT COMPLETE
EXPLORATORY TEST HOLES AND OBSERVATION WELL INSTALLATION:												
1	Mobile/demobile equipment	LS	1	\$2,494.00	\$2,494.00	0	\$0.00	1	\$2,494.00	1	\$2,494.00	100.00%
2	Notification of Iowa One-Call	LS	1	\$0.00	\$0.00	0	\$0.00	1	\$0.00	1	\$0.00	N/A
3	Drill test holes	LF	1,100	\$23.00	\$25,300.00	0	\$0.00	782	\$17,526.00	782	\$17,526.00	68.27%
4	Install observation wells	EA	4	\$1,047.00	\$4,188.00	0	\$0.00	4	\$4,188.00	4	\$4,188.00	100.00%
5	Observation well development	EA	4	\$172.00	\$688.00	0	\$0.00	4	\$688.00	4	\$688.00	100.00%
6	Transport well casings offsite	EA	11	\$520.00	\$5,720.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
7	Geophysical logs for test holes	EA	11	\$169.00	\$1,859.00	0	\$0.00	7	\$1,183.00	7	\$1,183.00	63.64%
8	Site restoration & seeding	LS	1	\$4,615.00	\$4,615.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
9	Permits for observation wells	EA	4	\$384.00	\$1,536.00	0	\$0.00	4	\$1,536.00	4	\$1,536.00	100.00%
10	Per diem, per crew	DAY	12	\$308.00	\$3,696.00	0	\$0.00	10	\$3,080.00	10	\$3,080.00	83.33%
11	Property damage	INCL	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	N/A
12	Standby time	HR	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	N/A
TEST WELL INSTALLATION AND AQUIFER TESTING:												
1	Mobile/demobile	LS	1	\$8,503.00	\$8,503.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
2	Notification of Iowa One-Call	LS	1	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	N/A
3	Drill 18" rotary test hole	LF	80	\$83.00	\$6,640.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
4	12" diameter SST screen	LF	30	\$151.00	\$4,530.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
5	12" diameter steel well casing	LF	52	\$96.00	\$4,992.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
6	Gravel pack	LF	40	\$88.00	\$3,520.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
7	Initial well development	HR	4	\$248.00	\$992.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
8	Silica sand & 5-foot cement lift	LF	8	\$126.00	\$1,008.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
9	Complete cement great sand	LF	32	\$32.00	\$1,024.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
10	Stand-by time for great surfog	HR	24	\$135.00	\$3,240.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
11	Final well development	HR	30	\$176.00	\$5,280.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
12	Install 2 observation wells	LS	1	\$6,751.00	\$6,751.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
13	Observation well development	EA	2	\$172.00	\$344.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
14	Transport soil casings offsite	LS	1	\$1,385.00	\$1,385.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
15	Site pumping test	HR	6	\$168.00	\$1,008.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
16	Site test recovery	HR	6	\$135.00	\$810.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
17	Constant-rate pumping test	HR	72	\$174.00	\$12,528.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
18	Constant-rate recovery	HR	72	\$68.00	\$4,896.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
19	Aquifer testing equipment	EA	1	\$946.00	\$946.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
20	Plug & abandon 12" test well	EA	1	\$1,594.00	\$1,594.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
21	Plug & abandon 2" obs. wells	EA	2	\$320.00	\$640.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
22	Site restoration & seeding	LS	1	\$3,615.00	\$3,615.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
23	Permits for observation wells	EA	3	\$250.00	\$750.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
24	Per diem, per crew	DAY	20	\$346.00	\$6,920.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%
25	Property damage	INCL	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	N/A
26	Standby time	HR	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	N/A
TOTAL										\$30,615.00	\$30,615.00	21.96%

CHANGE ORDER SUMMARY
GRIMES, IOWA EXPLORATORY TEST DRILLING, TEST WELL & AQUIFER TEST
PARTIAL PAYMENT ESTIMATE NUMBER: 1

Change Order No.	Description	Date	Value
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
NET CHANGE ORDER VALUE:			\$0.00

STORED MATERIALS SUMMARY
GRIMES, IOWA EXPLORATORY TEST DRILLING, TEST WELL & AQUIFER TEST
PARTIAL PAYMENT ESTIMATE NUMBER: 1

Item No.	Description	Supplier Name	Invoice No.	Location of Materials	Value
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
TOTAL AMOUNT DUE:					\$0.00



CC App 4-14-15
INVOICE

PAUL A. HALVORSON, INC.
 DBA: HALVORSON TRANE
 2220 NW 108TH STREET
 CLIVE IA 50325
 PHONE: (515)270-0004
 FAX: (515)270-3835

PAGE 1
 INVOICE DATE 03/04/2015
 INVOICE NO 00213501

S GRI009
 O GRIMES WASTEWATER TRTMT PLANT
 L ATTN: ERNIE
 D 1801 N JAMES STREET
 GRIMES IA 50111

S
 H GRIMES WASTEWATER TREATMENT
 I 1801 N. JAMES STREET
 P GRIMES IA 50111

T
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T
 O

TOTAL DUE 8404.77

SLS 1	SLS 2	DUE DATE	DISC DUE DATE	PROJECT ID	ORDER DATE	SHIP DATE	SHIP NO
300		04/03/2015		ST2447	11/18/2014		
TERMS DESCRIPTION		CUSTOMER P.O.NUMBER		SHIP VIA			
n/30		ANDY WOOD					
ITEM ID	UNIT	SHIPPED	UNIT PRICE	EXTENSION			
11/18/14 W/O No. 00018955 CONTACT: ANDY WOOD P.O. # ANDY WOOD ST2447 - UNIT #3 NOT WORKING PLEASE SEE ATTACHED COPY OF WORK ORDER FOR A COMPLETE DESCRIPTION OF WORK.		1.00	.0000	.00			
EMP: DR Service Engineer	HR	8.00	150.0000	1200.00			
EMP: JC Service Engineer	HR	9.00	150.0000	1350.00			
EMP: JOL Service Engineer	HR	10.50	150.0000	1575.00			
BNR 1035 BURNER	EA	2.00	625.8600	1251.72			
ROD 0824 Rod; Flame Detector	EA	2.00	357.1600	714.32			
PLU 0587 Plug, Spark, Maxon Burner	EA	2.00	280.2200	560.44			
(continued on next page)							
TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC CHARGE	TOTAL		

date
 610-5-815-6350 ✓



PAUL A. HALVORSON, INC.
 DBA: HALVORSON TRANE
 2220 NW 108TH STREET
 CLIVE IA 50325
 PHONE: (515)270-0004
 FAX: (515)270-3835

INVOICE

PAGE 2

INVOICE DATE 03/04/2015

INVOICE NO 00213501

S GRI009
 O GRIMES WASTEWATER TRTMT PLANT
 L ATTN: ERNIE
 D 1801 N JAMES STREET
 GRIMES IA 50111

S
 H GRIMES WASTEWATER TREATMENT
 I 1801 N. JAMES STREET
 P GRIMES IA 60111

T
 O

T
 O

TOTAL DUE 8404.77

SLS 1	SLS 2	DUE DATE	DISC DUE DATE	PROJECT ID	ORDER DATE	SHIP DATE	SHIP NO	
300		04/03/2015		ST2447	11/18/2014			
TERMS DESCRIPTION		CUSTOMER P.O.NUMBER		SHIP VIA				
n/30		ANDY WOOD						
ITEM ID					UNIT	SHIPPED	UNIT PRICE	EXTENSION
THT 1625 THERMOSTAT; FREEZESTAT					EA	1.00	937.7200	937.72
RELAY OVERLOAD					EA	1.00	147.6500	147.65
CONTACTOR 24VAC					EA	1.00	184.9200	184.92
FREIGHT					EA	1.00	48.0000	48.00
SHOP SHOP SUPPLIES					EA	2.00	30.0000	60.00
T TRUCK & TOOL CHARGE					TTL	5.00	75.0000	375.00
							Subtotal :	8404.77
TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC CHARGE	TOTAL			
.00	8404.77	.00	.00	.00	8404.77			

P.O. No. _____

15341 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Halvorson Trane
Name

Clive
Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Service + repair</u>			<u>8404.77</u>

PURCHASE JUSTIFICATION: Service and repair of
Make Up Air units #1 #3 #4

DEPARTMENT: 615-5-815-6350

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Andrew Wood DATE: 4-7-15
PURCHASE ORDER APPROVAL AND ASSIGNMENT

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

4-7-15
Date

4-14-15
Council Approval date: (if over \$2500)

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

BEFORE THE GRIMES CITY COUNCIL

TOBACCO PERMIT NO. 15-003

IN RE: Johnson's Phillips 66
101 SE Main St.
Grimes, IA 50111

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT FIRST VIOLATION**

On this 14th day of April, 2015, the Grimes City Council has before it the attached Acknowledgment/Settlement Agreement signed by the above-captioned permit holder.

The City of Grimes FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on February 11, 2015, and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

Thomas M. Armstrong Mayor, City of Grimes

ATTEST BY:

Rochelle Williams City Clerk, City of Grimes

Date

Original Filed.

Copy to:

Johnson's Phillips 66
101 SE Main St.
Grimes, IA 50111

CITY OF GRIMES, IOWA

IN RE: Johnson's Phillips 66
101 SE Main St.
Grimes, IA 50111

TOBACCO PERMIT NO. 15-003

**ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT**

The undersigned hereby knowingly and voluntarily acknowledges that it has received the Notice of Hearing and the Complaint in the above case. The undersigned hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admits that the same are true and correct. The undersigned hereby knowingly and voluntarily waives hearing, and submits to the statutory penalties prescribed by Iowa Law. The undersigned understands that this violation dated February 11, 2015, will count as an official "First Violation" of Iowa Code § 453A.2 pursuant to Iowa Code 453A.22. The undersigned has enclosed a check for the amount of three-hundred dollars (\$300.00) made payable to the "City of Grimes" to settle the above-referenced complaint.

Johnson's Phillips 66

By: *Erik Johnson* / Date: 4-6-15

Its: *Erik Johnson* (authorized officer)

NOTE: This must be signed by an individual with authority to bind the business entity permittee.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your three-hundred dollar (\$300.00) check made payable to the "City of Grimes," should be returned to Erik S. Fisk, Attorney for City of Grimes, 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309.



TRANSMITTAL

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: April 8, 2015

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

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

DELIVERY: Hand-Delivered

ITEMS: 1. Three (3) copies of Change Order No. 7

COMMENTS:

Kelley,

Please find enclosed three copies of Change Order No. 7. This change order includes additional emergency and exit lights, core drilling to investigate voids under the floor slab, floor slab stabilization completed by URETEK, and filling of the core drilled holes. If approved by council, please sign and date each copy. Please return two copies to me and keep one copy for your records.

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


Steven J. Troyer, P.E.

COPY TO:

Date of Issuance: 4/8/2015	Contract Effective Date: March 25, 2014
Owner: City of Grimes, Iowa	Owner's Contract No.:
Contractor: C.L. Carroll Co., Inc.	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 3364-13A
Project: ASR Well No. 1, Well Pump and Control Building Improvements	Contract Name:

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

- Item 1** Change Proposal Request (CPR) 012 and Change Proposal (CP) 012: Provide emergency light in restroom. Provide 3 exit lights. Add \$1,301.46 for these changes
- Item 2** Work Change Directive (WCD) 1: Core drill 6-inch holes through floor slabs. Seven holes were drilled through both slabs at a cost of \$210 each. Add \$1470.00 for this change.
- Item 3** WCD 2, CP dated 4/1, Uretex Invoiced: Stabilize the soil and fill voids between and below concrete floor slabs in critical areas of ASR building. Patch seven (7) 6-inch diameter holes drilled under work change directive No. 1. Add \$15,953.15 for these changes.

Attachments: CPR 012, CP 012, WCD 1 & 2 including attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,586,000.00</u>	Original Contract Times: Substantial Completion: <u>June 1, 2015</u> Ready for Final Payment: <u>July 1, 2015</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>6</u> ; <u>\$62,592.36</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> ; Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: <u>\$ 1,648,592.36</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 1, 2015</u> Ready for Final Payment: <u>July 1, 2015</u>
Increase of this Change Order: <u>\$ 18,724.61</u>	Increase of this Change Order: Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u>
Contract Price Incorporating this Change Order: <u>\$ 1,667,316.97</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 1, 2015</u> Ready for Final Payment: <u>July 31, 2015</u>

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>Vice President</u>	Title: _____
Date: <u>4-7-15</u>	Date: _____	Date: <u>4/7/15</u>	Date: _____



March 17, 2015

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

RE: ASR Well No. 1, Well Pump and Control Buildings Improvements
Change Proposal Request 012

Rod:

Please provide itemized pricing for each of the following changes:

1. Provide emergency light in restroom. Light shall be type E1 as specified in fixture schedule on drawing E6 and installed centered on the north wall of the restroom. Light shall be powered from circuit L2-1.
2. Provide 3 exit lights. Exit lights shall be provided at doors 101A, 101B and 104. Lights shall be powered by 120 VAC with battery backup. Power all exit lights from circuit L2-1.

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

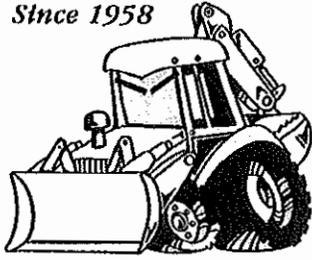
Sincerely,
FOX Engineering Associates, Inc.

Taylor Hopper

Taylor Hopper, P.E.

cc: Submittal Exchange

Since 1958



C.L. Carroll Co.
Incorporated



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

Change Proposal

DATE: 3/20/15

RE: Change Proposal 12

**Taylor/Steve,
Below is the requested pricing for CPR 12**

(1) Electric/Controls Sub =	\$1,144.25
GC Mark Up	\$57.21
GC Office	\$100.00

TOTAL THIS CHANGE: \$1,301.46

Sincerely

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

Price Request

Kline Electric
6355 NE 14TH STREET
DES MOINES IA 50313

Date:3-10-15

Owner/Contractor: C. L. Carroll
Project Name: Grimes Well
Job Number: 1092
Change Order Number: PRICE REQUEST

Change the work to be performed under the original contract as follow:
City of Grimes Inspector was out to visit building and wanted to change a couple things from the plans.
Add one emergency light in restroom 102.
Add one exit light above electrical room door 104.
Add two exit lights above doors in room ASR/LAB 101.
Pipe rigid conduit, mount lights, pull wire and terminate wire.

Material	\$475.00
Labor \$65.00 x	\$520.00
Markup 15%	\$149.25

Office Handling Fee \$0
Change order total: \$1,144.25

Authorized signature for cost and labor adjustments:

Work Change Directive No. 1

Project: ASR Well No. 1, Well Pump and Control Building Improvements	Date of Contract: March 25, 2014
Owner: City of Grimes, Iowa	Owner's Contract No.: N/A
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3964-19A
Contractor: C.L. Carroll Co., Inc.	Date of Issuance: March 9, 2015

You are directed to proceed promptly with the following change(s):

Item 1 Core drill 6-inch holes through the floor topping slab as indicated on the attached figure. One of holes shall be core drilled through both the topping slab and the bottom slab. Results of the drilling will be analyzed by the engineer to determine if additional holes are necessary.
Work will be completed on the basis of the unit prices in the attached change proposal. This document authorizes up to \$1500 worth of work, including additional holes that may be requested by the engineer.

Attachments: Change Proposal Request 010, Change Proposal 010.

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Non-agreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

- Increase Decrease of Contract Price: \$1,500.00
- Increase Decrease of Contract Times: 0 days

Recommended for Approval by Engineer: <i>Tara M. [Signature]</i>	Date: 3/3/2015
Authorized for Owner by: <i>[Signature]</i>	Date: 3/10/2015
Accepted for Contractor by: <i>[Signature]</i>	Date: 3/03/15



Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

February 28, 2015

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

RE: ASR Well No. 1, Well Pump and Control Building Improvements
Change Proposal Request 010

Rod:

Please provide pricing and time extension for the following change:

1. Topping Slab Void Investigation. Core drill 6" or 8" diameter holes through the existing topping slab to investigate the possible voids beneath the existing topping slab and the slab beneath it. Proposed location of the holes is on the attached figure. Provide a unit price per hole drilled through the topping slab. In addition, one of the proposed core drilled holes through the topping slab and the bottom slab. Provide a unit price per core drilled hole through both slabs. The unit prices will be used if additional holes are determined necessary.

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

Sincerely,
FOX Engineering Associates, Inc.

Steve Troyer

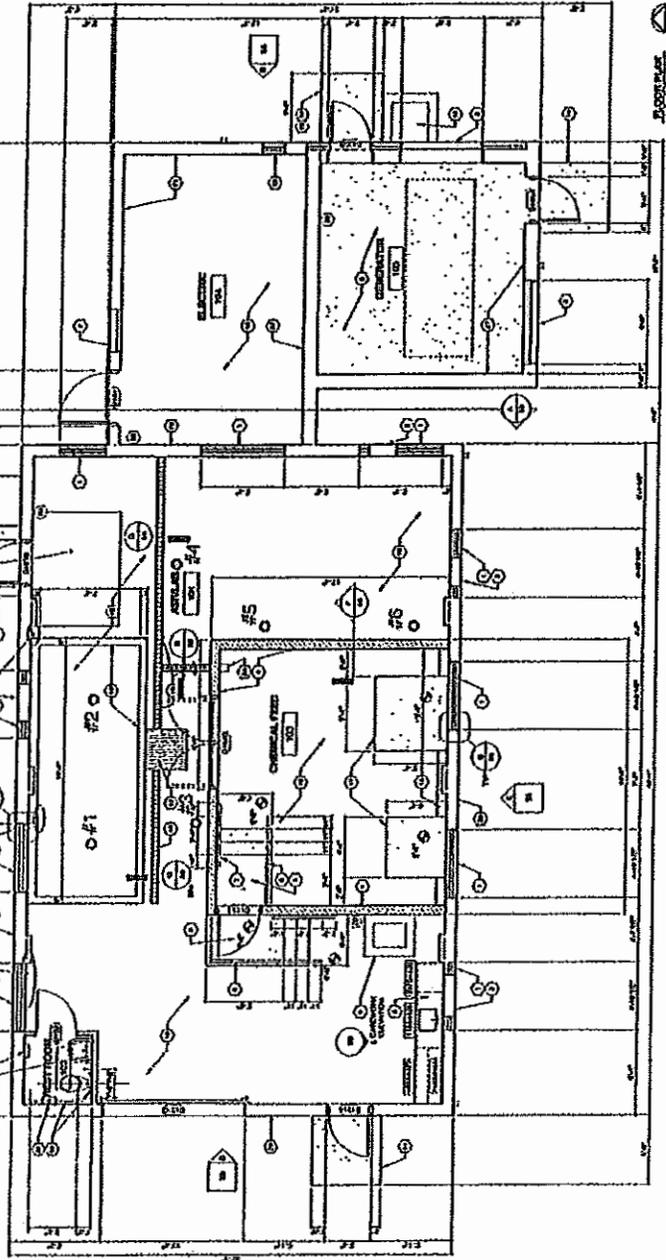
Steve Troyer, P.E.

cc: Submittal Exchange

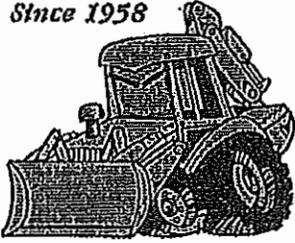
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REMOVE ALL DEBRIS, CLEAN, AND EPOXY BONDING AGENT/GRUB COAT AS RECOMMENDED BY REPAIR MATERIAL MANUFACTURER. PROVIDE PROPRIETARY REPAIR CONCRETE/MORTAR, COMPLYING WITH ASTM C-987, AS RECOMMENDED BY REPAIR MATERIAL MANUFACTURER. DRY-TOP SURFACING WITH LAMINAR C-3000, AS RECOMMENDED BY REPAIR MATERIAL MANUFACTURER. SUBMIT PROPOSED REPAIR MATERIALS TO ENGINEER FOR REVIEW PRIOR TO USE. CURE PATCH AREAS AS RECOMMENDED BY THE MANUFACTURER.

PROVIDE NEW SLAB (MATCH EXISTING THICKNESS, BUT NOT LESS THAN 6" W/ #4@18" C.C. E.W. CENTERED, DRILL 6" INTO EXISTING TOPPING SLAB AND SET NEW #4@18" C.C. DEFORMED BAR DOOWELS IN EPOXY ADHESIVE



Since 1958



C.L. Carroll Co.
Incorporated



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

Change Proposal

DATE: 3/2/15

RE: Change Proposal 010

Taylor/Steve,

Below is the requested pricing for CPR 10

(1) 6" core drilled hole in topping slab = \$140.00/EA

(2) 6" core drilled hole through both top and bottom slab = \$210.00/EA

Sincerely

A handwritten signature in black ink, appearing to read "Rod Ray". The signature is written in a cursive style with a large, looping initial "R".

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

FOX

Work Change Directive No. 2

Project: ASR Well No. 1, Well Pump and Control Building Improvements	Date of Contract: March 25, 2014
Owner: City of Grimes, Iowa	Owner's Contract No.: N/A
Engineer: FOX Engineering Associates, Inc.	Engineer's Project No.: 3364-13A
Contractor: C.L. Carroll Co., Inc.	Date of Issuance: March 23, 2015

You are directed to proceed promptly with the following change(s):

- Item 1** Stabilize the soil and fill voids between and below concrete floor slabs in critical areas of the ASR building as detailed in the attached URETEK proposal. Expanding structural polymers shall be utilized to stabilize soils and fill voids.
- Work will be completed on the basis of the attached proposal. Estimated cost is \$11,164.25, including an estimated 875 lbs of polymer and 20 lbs of polymer (@\$9.50 /lb) for filling voids between slabs. If any additional polymer material is required in excess of the estimated 895 lbs, the cost will be \$9.50/lb + contractor mark-up.
- Item 2** Patch seven (7) 6-inch diameter holes drilled under work change directive No. 1. Add \$260.00 for this change.

Total cost for this Work Change Direction shall not exceed \$15,000.

Attachments: Two (2) C.L. Carroll Change Proposals, URETEK Proposal

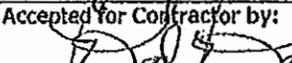
Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

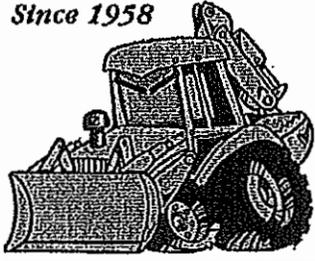
- Non-agreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

- Increase Decrease of Contract Price: \$11,424.24 (not to exceed \$15,000)
- Increase Decrease of Contract Times: 30 calendar days

Recommended for Approval by Engineer:	Date:
	3-23-15
Authorized for Owner by:	Date:
	3-24-15
Accepted for Contractor by:	Date:
	3/30/15

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Change Proposal

DATE: 3/23/15

RE: Under Slab Floor Injection

Taylor/Steve,

Below is the requested pricing for the under slab injection to be performed by URETEK. We anticipate that this work could start 3/30/15 if approved at the 3/24/15 council meeting.

(1) URETEK pricing is per there attached quote and scope of supply. There pricing includes there base quote of \$9,795 (875 lbs of polymer), plus \$190 for additional polymer which is priced at \$9.50/LB.

URETEK ICR	\$9,985
GC Mark Up	\$499.25
GC Office	\$200
GC Labor	\$480

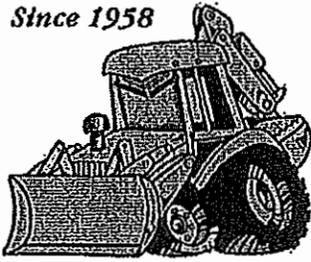
TOTAL THIS CHANGE: \$11,164.25

NOTES:

(1) Please see "ALL" the notes on the URETEK quote. Notes 2 & 5 will apply to C.L. Carroll Co. Inc. also as nothing is known about under slab existing conditions.

(2) URETEK is expectinag an additional amount of polymer to be used above the base bid amount. Any polymer exceeding that amount will be charged at a rate of \$9.50 per pound, and a contractors allowable markup.

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(3) C.L. Carroll expects this work to be done during our normal working hours. Any overtime hours created by the URETEK personnel will be considered an extra, and a change order will need to be made.

(4) Although we do not expect any floor movement that would effect the new masonry, concrete pads, or doors and frames that have been installed, if that does occur, we would need compensated to correct these issues.

TIME EXTENSION:

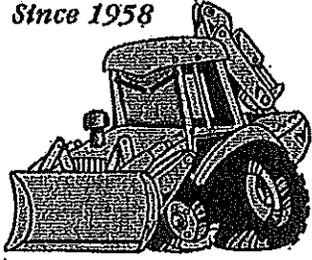
C.L. Carroll certainly does not want the project to extend past the original completion date, but due to the delays caused by this floor issue, we have not been able to continue with the pouring of the pads for the transformers, the setting of the transformers, or make the electrical connections to the transformers. We feel that it is only fair to us to be granted a 30 day time extension on this change order. Time extensions only add more labor costs that were not anticipated at bid time so we do not want this project to go on any longer than absolutely necessary, as I'm sure the city doesn't either. Thanks

Sincerely

A handwritten signature in black ink, appearing to read "Rod Ray". The signature is fluid and cursive.

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

Since 1958



C.L. Carroll Co.
Incorporated



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

Change Proposal

DATE: 3/23/15

RE: Core Hole Patching

Taylor/Steve,

Below is the pricing for the patching of the 6" diam. core drilled holes used to investigate the conditions under the existing floor slab.

(1) 7 Holes @ \$25/EA = \$210
GC Office \$50

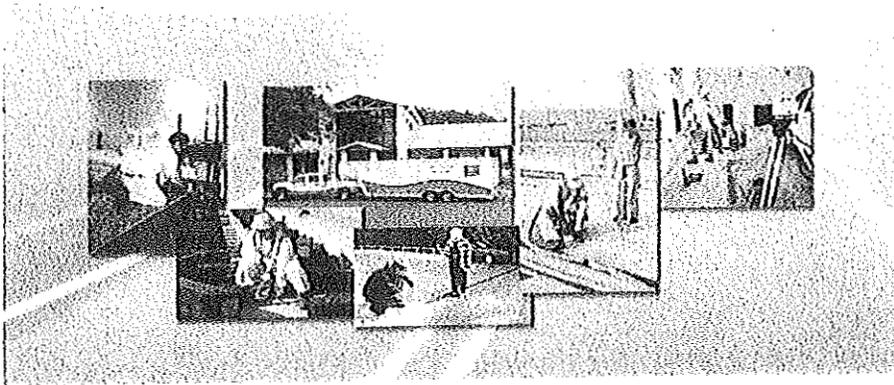
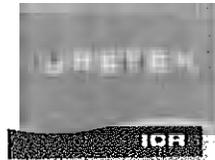
TOTAL THIS CHANGE: \$260

Sincerely

A handwritten signature in black ink, appearing to read "Rod Ray", written over a large, stylized circular flourish.

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

**Soils Stabilization & Void Filling
ASR Building
Grimes, IA**



Presented to:
C.L. Carroll Co, Inc.
Mr. Rod Ray

By
Mr. Michael Jaques
URETEK ICR - Heartland

1200 SW Brookside Circle, Suite 15
Grimes, IA 50111-5066
Phone 515-974-7440

e-mail mjaques@uretekicr.com
www.uretekicr-heartland.com

3/20/2015



ureteklor.com

URETEK ICR
Heartland
1200 SW Brookside
Circle, Suite 15
Grimes, Iowa
50111-50666

T: 877-414-1278
615-974-7440
www.ureteklor.com

The URETEK Method™
Deep Injection™

March 20, 2015

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

RE: Soils Stabilization & Void Filling, ASR Building, Grimes, IA.

Mr. Rod Ray

Thank you for allowing me to inspect the unstable soils and voided areas under slab at the ASR Building in Grimes, IA on last Friday March 20th 2015. Based upon our discussions, the site visit, The Allender Butzke Soil Report and experience, a proposal is offered to stabilize the under floor soils and fill the voids under and between the floor slabs.

UNSTABLE SOILS: We believe that **The URETEK Deep Injection Method™ (UDI)** is ideally suited to arrest any further settlement of the under floor & wall soils.

UDI precisely places expanding structural polymers (ESP) in a uniform sequential top down pattern of injection that eliminates the differential degrees of non-uniform density within the soil matrix. As the ESP expands it creates an area of densification, which compacts and densifies the adjacent soils to increase/restore the load bearing capacity of the soils. We will have lasers sensitive to 1 mm attached to the walls. When movement is registered by the lasers, injection will cease as the soils are now sufficiently densified to support the imposed load. For this project we are densifying specific locations within the building.

The process is quick and clean, with little or no disruption to the work in progress. The only debris is fines from the drilling operation. The material is very durable and we guarantee it against shrinkage and deterioration for 10 years.

The ESP is delivered to the appropriate depth via metal probes (see attached Drawings #1 & 2). The probes are placed to approximately 2' - 4' below the bottom of the floor. One elevation (see Drawing #2) will be used to densify the soils beneath the floor to distribute the load to deeper, stronger soils. The probes will be placed 4' +/- O.C., in plan (horizontally), to be certain the floor and walls are adequately supported. In all locations we will use only one level of injection. The exact pattern of injection can be seen on the attached drawings.

Voided Floor Slabs: In order to effectively and safely void fill the concrete slabs in the building, URETEK will utilize **The URETEK Method®** which also employs ESP's to void fill, stabilize, lift and realign concrete slabs which are resting directly on base

soils. We inject the geo polymer resin components using small (5/8") drilled holes directly through the concrete. As the two-part liquid resin mixture expands, voids are filled and a controlled upward force is exerted on a limited (8 to 10 foot diameter) area of the affected slab. The polymer begins curing in 30 seconds, expands to its full size in less than one minute, and reaches 90% strength in just 30 minutes.

We use a pattern of drilled injection locations to re-support and accurately re-align the slab. The composite material quickly cures into a strong, stable, and long lasting base replacement material. Our patented hydro-insensitive polymers are not impacted by the presence of water or moisture in the soils and are dimensionally stable. See attached Drawing #1 that shows the approximate limits of the floor slab needing to be void filled & stabilize.

Job / Project Description –

Physical Location: ASR Building, 302 E. 1st, Grimes, IA

Project Description: URETEK will: stabilize and void fill the under floor @ wall soils approximately 56 LF +/- and 240 SF +/- of floor slab.

Costs: We estimate the cost to complete the project is: void fill & stabilize under floor & wall soils \$9,795.00 which includes 875 lbs of polymer. Additional polymer at \$9.50 /lb. (plus applicable state and local taxes estimated to be \$190.00

Schedule: 1 – 2 days to complete the work.

Notes:

- 1. Drilling:** URETEK drills 5/8", diameter holes through the concrete floor slab. The metal tubes (probes) are placed through these holes and polymer is injected
- 2. Utilities:** The buried utilities need to be marked in the work area 48 hours prior to startup. URETEK usually will call the local "one call" to mark utilities; however private locates are the responsibility of the owner. The polymer material is in a liquid state as it is initially injected under the foundation and floor. As it expands it aggressively seeks any voids. If any drain lines, or conduits are broken it is possible for the polymer to enter the line and potentially clog the line. We will do our best to make sure this does not happen, but this material can be removed with a "roto roter" type device at the owner's expense.
- 3. Probes:** URETEK will drive approximately 1/2" O.D. probes under the floor as shown in the attached drawings. URETEK will remove or drive deeper the probes at the completion of the project.
- 4. Work Area:** The area of the building needing to be injected must be clear of all storage items, boxes, tools, trash cans, etc.
- 5. Post Injection Repair Work:** During the stabilization and void filling

of the footing and slab some cracks may appear in the exterior or interior of the building. These cosmetic repairs will be completed by others, at the owner's expense.

6. Warranty: See attached Terms and Conditions.

7. Work Schedule: The project will take 1 - 2 days to complete the work.

Sequence of events:

1. Utilities will be marked.
2. Heartland will place all the shallow elevation probes along the wall area
3. Heartland will pattern drill the floor slab area to be void filled.
4. Heartland will inject all the shallow elevation probes.
5. Heartland will inject the floor slab void areas.
6. All probes will be removed and all holes patched with a non shrink cement.
7. All debris will be removed and the area broom swept.

Why URETEK:

- NO excavation – small probes placed to appropriate depths do not require any excavation. No area exposed to possible water intrusion, possible undermining of the foundation soils and the inconvenience of storing the excavation material. No need to repair landscaping or concrete when work is completed.
- Lightweight – In place our material will weigh about 4 ½ - 6 pounds per cubic foot. The lightweight nature of our material does not contribute significantly to an area that is already experiencing stress.
- Less moving parts; we will bring and remove a 32' trailer and a one ton pickup on the site each day. All of our equipment is housed in this one trailer and it requires only 2 - 3 men to complete the work. Our hoses (4" diameter) will extend from the rear of the trailer to our injection points. There will be some noise from our diesel generator that provides our electricity. No dump trucks, back hoes, skid loader, concrete saws, disturbance of the landscaping, etc. with our process.
- Support – the foundation is supported uniformly (just as it was constructed and designed) not just at individual points. The expanding structural polymers strengthen the soils within the sphere of influence of the foundation, distributing the load over a larger area as opposed to a point load deeper into stronger soils.
- No Secondary Costs: Unlike other foundation stabilization processes we perform our work with surgical like precision; no excavation. You will not experience any secondary costs with our process like: replacing or repairing landscaping; moving an air conditioning unit; replacing sidewalks, patios, driveways, garage floors or stoops; repairing retaining or decorative walls; repairing basement window wells; etc.

- Experience - URETEK has over 30 years of global experience, over 100,000 successful projects worldwide in over 80 countries. Our in-depth experience of subsidence problem solving, together with the right people and the right equipment, results in accountable on-site performance.
- Quick – work will be completed in 1 – 2 days, not weeks.

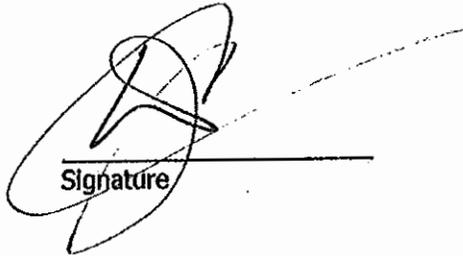
This Proposal of Services expires 30 days from the date received and can be withdrawn any time after the expiration date. Attached are the terms and conditions of this proposal and some additional information about our processes.

Please do not hesitate to call us at 515-974-7440 if you have any questions or need any additional information. We look forward to working with you on this project.

Customer

URETEK ICR

Signature



Signature

Printed Name & Title

Mr. Michael Jaques, Director

_____, 2015
Date

March 20, 2015
Date

Attachments: 2 Drawings, Terms and Conditions, Additional Process Information.

TERMS AND CONDITIONS

The customer understands that the patented, proprietary URETEK methods involve drilling small diameter holes through the structure, installation of Injection tubes, and the Injection of the special URETEK synthetic resins, which expand to fill voids, compact sub-soils, realign structures, slabs, and stops water.

URETEK ICR Heartland (hereafter URETEK) acts on the basis of the Information provided by the Customer, or his engineering or external advice/assistance agents who evaluates the usefulness or necessity of the URETEK process.

URETEK carries workman's compensation & limited general liability insurance.

INDEMNIFICATION & HOLD HARMLESS: To the fullest extent permitted by law, URETEK will indemnify and hold harmless the Owner, its consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of the work by URETEK, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of URETEK, its Subcontractors, or anyone directly or indirectly employed by them.

URETEK will not be held liable for damages to other parts of the structure or finish work within the area, which may result from void filling, soil densification, or structure realignment, and will not repair any such damages.

URETEK makes no representations and takes no responsibility for subsurface or subsoil conditions, which could cause future residual movement or shifting of the foundation structure.

URETEK will not be responsible for, or repair damage to utilities including but not limited to, electrical or phone cabling, water lines, sewer lines or drains.

URETEK will exercise due caution, but will not be held responsible for damage to, or repair or replace, plants and landscaping.

URETEK guarantees, if any adjustments are necessary due to the loss of size stability or the failure of the mechanical resistance of the injected material, in the injected areas, during the (1) year from date of completion of the job, URETEK will adjust the settled area, by re-injection, at no cost to the Owner. This guarantee does not include external causes not dependent on our material, for example, ground subsidence or settlement of native soils, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.)

URETEK warrants that the injected URETEK synthetic resin materials will not shrink or deteriorate for a period of (10) years from the date of completion. URETEK will replace, during the warranty period, by re-injection, any materials, which fails to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.

This proposal is subject to state and local sales taxes as applicable, unless, the Customer provides an acceptable exemption certification.

The Customer, with his experts or alone, will always be present or represented during the entire project.

The Customer will provide . . .
All performance and technical studies necessary to the scope of the project.
Adequate access to the work sites.

The work area will be left free from trash and debris related to our work.

Photography in any format of URETEK equipment and materials within the URETEK trucks is not allowed.

The Customer kindly authorizes URETEK to use the work of this contract as possible advertising or reference data.

Polk County, Iowa, is designated the place of lawful jurisdiction in the event of controversy.

This offer is valid for (30) days from marked date of offer.
Payment due, in full, on completion of the project.

CUSTOMER'S ACCEPTANCE

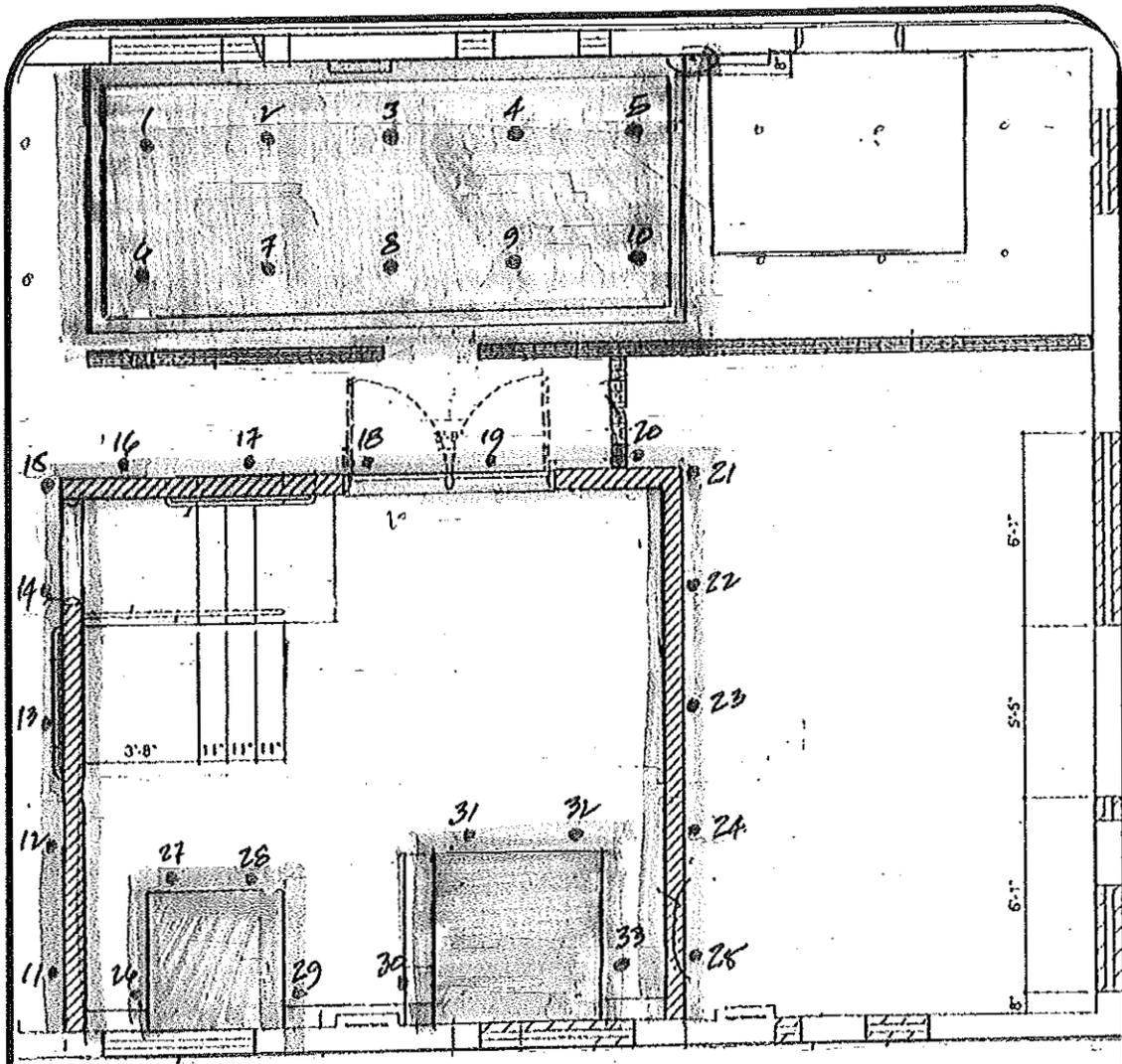
Date: 3 - 20 - 2015

URETEK 

The undersigned Customer explicitly states to have carefully examined and accepts in full the terms and conditions of URETEK's job execution as written above.

Date.....

Customer.....



DRAWING #1 AREA OF INJECTION

● INJECTION POINT (33)



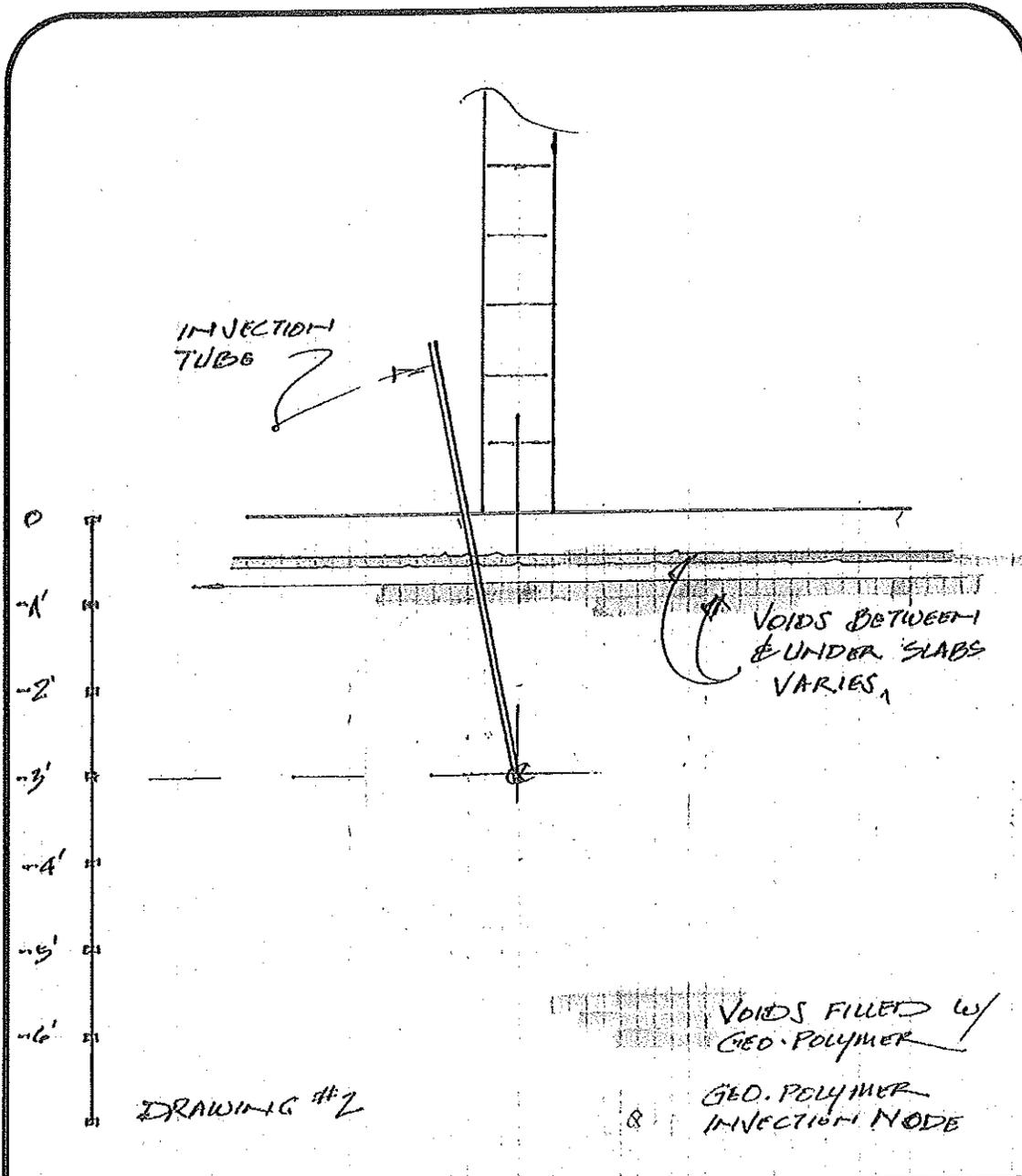
TRK: ASR, GRIMES, IA.
 Cont: C.L. CARROLL CO.
 DSM, IA.
 ROD RAY



Date: 3-20-15

Scale: 0 2 4 6 8 10

URETEK ICR Heartland
 1200 SW Brookside Cir #15
 Grimes, Iowa 50011



Title: INJECTION - ELEVATION
 ASR GRIMES, IA.

Date: 3.20.15

Scale: 0 1 2

Client: C.L. CARROLL CO.
 DSM, IA.
 ROD RAY



URETEK ICR Heartland
 1200 SW Brookside Cir #15
 Grimes, Iowa 50011

Additional Process Information

URETEK ICR has been putting customers in control of their concrete lifting and soil stabilization problems for over 25 years. With over 75,000 successful jobs, worldwide, URETEK ICR is the leader in solving complex concrete lifting and soil stabilization issues.

URETEK ICR holds the greatest number of patents of any organization involved in concrete lifting and soil stabilization. In fact, most of the technology in use today originated at URETEK ICR. We were the first to discover the power, stability, and safety in using polymer foams to quickly, cleanly, and accurately lift concrete slabs. We were the first to patent and use high-density polymers to stabilize sub-surface soils, at depth. URETEK ICR is the patent holder of the strongest, safest, and most efficient polymer foam in the industry – URETEK486.

And, URETEK ICR has consistently reinvested in research and development to bring the best solution to the marketplace. Solutions that drive out risk, cost, and time to concrete lifting and soil stabilization - putting customers in control. This attention to technology, the customer, safety, and the environment have driven URETEK ICR to its leadership position.

URETEK ICR's engineered products, services, and solutions bring you unprecedented benefits in extending the life of your concrete assets, using environmentally safe, quick, and precise solutions. Benefits such as:

- **Reduced Repair Cost:** Up to 80% lower cost than traditional repair methods.
- **Reduced Time:** Up to a 90% reduction over traditional methods and full usability in as little as 15 minutes!
- **No Disruption:** As compared to traditional methods, our crews, products, and services are in and out, usually in the same day. For business, this means that you continue operations – by being able to use the asset in as little as 15 minutes from application completion. For homeowners, you don't have to move out of your home, tear up landscaping, or the interior of your home.
- **Predictable Results:** Our proven methods and technologies deliver results to 1/8" accuracy. No other company or repair method is as accurate.
- **Long-Lasting Repair:** Our water intolerant (hydro-insensitive) polymers ensure no breakdown of repair and that our technology never contributes to future problems. This means that our services and products virtually eliminate the problem from ever recurring.
- **Safety:** Environmentally-safe products, fewer job-site 'moving parts', and professionally trained and certified personnel ensure a safe job, safe solution, and safe results.

Thousands of customers have realized these benefits and so can you. URETEK ICR puts you in control of your concrete lifting and soil stabilization problems. No other company can claim or deliver this.

Any choice other than URETEK ICR is a compromise. Get control. Choose URETEK ICR.

URETEK ICR Processes –

In order to effectively and safely correct the concrete lifting and/or soil stabilization problem, URETEK ICR can utilize the following processes or methods. This information is provided as informational only and represents the unique capabilities of URETEK ICR – all completed without excavation.

The URETEK Method®: Our process employs high density special polymers to lift, realign, underseal and void fill concrete slabs which are resting directly on base soils. We inject polymer resin components using small (5/8") drilled holes directly through the concrete. As the two-part liquid resin mixture expands, voids are filled and a controlled mold pressure is exerted on a limited (8 to 10 foot diameter) area of the effected slab. The polymer begins curing in 30 seconds, expands to its full size in fewer than two minutes, and reaches 90% strength in just 15 minutes.

We use multiple pattern drilled injection locations to re-support and accurately realign the slab, while forcing out any trapped water. The composite material quickly cures into a strong, stable, and long lasting replacement base material.

Deep Injection Process™: To increase or restore the load-bearing capacity of soils under and around structures, URETEK's patented Deep Injection Process employs high density expanding synthetic resins to fill, densify, and stabilize low-density compressible soils to depths of 30 feet and beyond. We engineer specific grid-like patterns to maximize the support and densify the soils. The process is ideal for foundations, footings, heavy machinery bases, equipment pads, tank pads and more, to solve settlement problems or weak soils.

Infrastructure Repair (buried utilities): Using the Deep Injection Process, the expanding polymer is placed near leaking utilities joints (sanitary or storm sewer). As the polymer expands a positive encasement seal is created on the positive side of the joint or crack. The expanding polymer also fills voids and densifies weakened soils that may have developed by soils leaching into the pipe. This process is also used to fill voids caused by piping or to cut off flowing water. Our patented hydro-insensitive polymers are not compromised in these extremely wet environments.

Product and Service Warranty –

URETEK ICR has one of the best warranties in the world. This is because of our patented, hydro-insensitive polymer foam, our depth of experience in solving complex concrete lifting and soil stabilization problems, and expertise in applying our product and services.

URETEK ICR warrants the URETEK486 polymer foam for a period of 10 years from initial injections. URETEK ICR further warrants the application of its products and methods for a period of one year from project completion. If at any time during the first year the material or application should fail, URETEK ICR will repair the failure at no charge to the customer. If the material or application should fail after one year from project

completion, URETEK ICR will prorate the labor and application fees to the customer, but will waive all material costs to the customer. If the material, product, or method fails 10 (ten) or more years from project completion, URETEK ICR will discuss options with the customer and determine a mutually agreed-to course of remedy.

Environmental Impact Information --

Rigid polyurethane is a by-product of a two-part chemical reaction. The result is a rigid, thermoset, polymer that changes irreversibly during the reaction into a polymer that is infusible and insoluble -- basically an inert substance that is impervious to most chemicals and water. Rigid polyurethane foams are widely used in the construction industry for such purposes as pipe insulation below ground, for in-place erosion barriers for ditches, and other in-ground uses.

Polyurethane rigid and flexible foams were tested at a disposal site, being evaluated at three, five, and ten-year intervals. Although the foam had discolored over time, the polyurethane foam had not changed its chemical, inert structure. Analysis of water penetrability showed no noticeable deviation from original specification. And, in surrounding water (leached water); there was no transfer of chemical or traces of polyurethane foam.

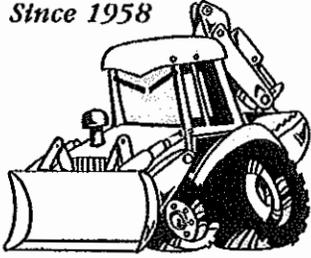
Rigid polyurethane foam is inert and therefore does not promote mildew and fungi. The material does not nourish insects or rodents. It is chemically neutral. When exposed to sunlight, ultraviolet rays cause a yellowing or browning of the foam while making the outer surface somewhat brittle. Polyurethane foams are stable in water and solutions of common detergents, salts, and mild acids and bases.

URETEK486 Star Material has been extensively tested by independent laboratories, meeting all EPA Standard Environmental test requirements. The material tests clearly demonstrated that URETEK ICR's polymer is environmentally benign.

URETEK486 stands up to many of the most common chemicals and water. Environments where URETEK486 has been impervious to effect include: plain water, saturated brine, benzene, carbon tetrachloride, the petroleum family (all oils and fuels), perchloroethylene, toluene, turpentine, and concentrated and diluted sodium hydroxide. Areas where URETEK486 is not recommended include concentrated nitric acid and concentrated sulphuric acid.

Details and engineering studies are available from URETEK ICR upon request.

Since 1958



C.L. Carroll Co.

Incorporated



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

Change Proposal

DATE: 4/1/15

RE: Under Slab Floor Injection

Taylor/Steve,

Below is the pricing for the additional poundage used on the floor injection by URETEK

(1) URETEK original pricing was for the base bid, and an additionally expected 20 lbs of material. There was an additional 464 lbs of extra material used above the expected amount of 875 lbs. This pricing is for that material.

URETEK ICR	\$4,218.00
GC Mark Up	\$210.90
GC Office	\$100.00

TOTAL THIS CHANGE: \$4,528.90

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



INVOICE

Peerless Compaction Grouting, d/b/a URETEK ICR Heartland

INVOICE #1863
DATE: APRIL 1, 2015

1200 SW Brookside Circle, Suite 15, Grimes, IA 50111-5066
Phone 515-974-7440/877-414-1257
mjaques@uretekicr.com / www.uretekicr-heartland.com

TO C.L. Carroll Co. Inc.
Attn: Rod Ray
3623 - 6th Ave
Des Moines, IA 50313
Email: rod@clcarroll.com Ph. (515) 282-7495

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Mr. Michael Jaques	IA-20150325	10 Days Completion of Heartland Work	April 10 th , 2015

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Void Filling and Soil Stabilization at ASR Building Project on 302 E. 1 st Street, Grimes, IA, per URETEK's proposal dated March 20, 2015 approved by Rod Ray.	\$9,795.00	\$9,795.00
464	Additional pounds of polymer over the 875 lbs. estimate @ \$9.50/lb.	\$9.50	\$4,408.00

SUBTOTAL	\$14,203.00
SALES TAX	Exempt
TOTAL	\$14,203.00





March 13, 2015, 2015

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

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

FOX Project: 1005-14C

Dear Mayor and City Council:

The City of Grimes and Johnston are experiencing growth in north of East 1st Street and east of SE Destination Drive. As a result of this, Grimes and Johnston need to expand East 1st Street/NW 70th 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 1st Street Improvements from 925' east of SE Destination Drive to NW 107th Street and approval of the Preliminary Resolution of Necessity for East 1st Street Improvements.

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 (7525)
 Quantity Split (Johnson County)

Preliminary - Opinion of Probable Construction Costs
 Johnson County, Iowa - 2013

61% 5050 split of General Portion

61% 5176 SV of 15' segment above The Lake Recreation
 This is Project Portion

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	JOHNSTON PORTION		GRAND PORTION		Totals	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
I. GENERAL									
1.1	CONSTRUCTION STAGING	LS	7,200.00	0.58	4,356.00	0.42	3,150.00	0.99	7,506.00
2. EARTHWORK									
2.1	CLEARING & GRUBBING	LS	8,000.00	0.11	880.00	0.42	3,360.00	0.53	4,240.00
2.2	TOP SOIL, STOPPING, SALVAGING & SPREADING	CY	12.00	1333	15,996.00	1320	15,840.00	2653	31,836.00
2.3	EXCAVATION, CLASS 10	CY	10.00	830	8,300.00	830	8,300.00	1660	16,600.00
2.4	SUBGRADE PREPARATION	SY	3.50	43210	151,235.00	32433	113,515.50	75643	264,750.50
2.5	MODIFIED SUBBASE	CY	43.00	15550	667,250.00	10930	469,160.00	26480	1,136,410.00
2.6	PAVEMENT REMOVAL	SY	10.00	23185	231,850.00	10705	107,050.00	33890	338,900.00
2.7	REPAIRS, AS PER PLAN	LS	6,000.00	0.58	3,480.00	0.42	2,520.00	0.99	6,000.00
3. TRENCH, BACKFILL & TUNNELING									
NOT USED									
4. SEWERS & CISTS									
4.1	STORM SEWER, 15" DI.	LF	62.00	2185	135,260.00	1875	116,250.00	4060	251,510.00
4.2	STORM SEWER, 18" DI.	LF	75.00	28	2,100.00	23	1,725.00	51	3,825.00
4.3	STORM SEWER, 24" DI.	LF	102.00	212	21,600.00	158	16,020.00	370	37,620.00
4.4	STORM SEWER, 30" DI.	LF	110.00	1275	140,250.00	1275	140,250.00	2550	280,500.00
4.5	STORM SEWER, 36" DI.	LF	128.00	330	42,240.00	2030	26,190.00	2360	68,430.00
4.6	SUBDRAIN & FITTINGS, 6" DIA. PVC (TYPED)	LF	18.00	555	9,990.00	243	4,374.00	798	14,364.00
4.7	SUBDRAIN CONNECTION TO INLET OR STORM SEWER	EA	600.00	1	600.00	1	600.00	2	1,200.00
4.8	SUBDRAIN, RISER & CLEANOUT ASSEMBLY (TYPED)	EA	500.00	228	114,000.00	075	37,500.00	303	151,500.00
5. WATER MAINS & APPURTENANCES									
5.1	12" WATER MAIN	LF	60.00	0	-	-	-	0	-
5.2	12" GATE VALVE	EA	2,500.00	0	-	-	-	0	-
5.3	HYDRANT ASSEMBLY	EA	5,000.00	0	-	-	-	0	-
5.4	WATER MAIN REMOVAL	LF	20.00	0	-	-	-	0	-
6. STRUCTURES FOR MAINS & STORM									
6.1	MANHOLE, STORM SEWER, SW-411, 43" DI.	EA	4,000.00	075	3,000.00	025	1,000.00	100	4,000.00
6.2	MANHOLE, STORM SEWER, SW-411, 60" DI.	EA	6,000.00	125	7,500.00	015	900.00	140	8,400.00
6.3	MANHOLE, STORM SEWER, SW-411, 72" DI.	EA	8,000.00	075	6,000.00	025	2,000.00	100	8,000.00
6.4	INTAKE, SW-501	EA	3,750.00	100	3,750.00	100	3,750.00	200	7,500.00
6.5	INTAKE, SW-502	EA	4,000.00	075	3,000.00	025	1,000.00	100	4,000.00
6.6	INTAKE, SW-503	EA	4,500.00	200	9,000.00	200	9,000.00	400	18,000.00
6.7	INTAKE, SW-504	EA	6,000.00	200	12,000.00	200	12,000.00	400	24,000.00
6.8	INTAKE, SW-513, 4" x 4"	EA	4,000.00	150	6,000.00	150	6,000.00	300	12,000.00
7. STREETS & RELATED WORK									
7.1	4" FCC PAVEMENT, CLASS C-4, W/6" CURB	SY	52.00	30124	1,566,480.00	25720	1,337,240.00	55844	2,903,720.00
7.2	4" FCC PAVEMENT, CLASS C-4, W/6" CURB, COLORED	SY	120.00	3320	398,400.00	1130	135,600.00	4450	534,000.00
7.3	CURB AND GUTTER, 2'5"	LF	35.00	1775	62,625.00	1775	62,625.00	3550	125,250.00
7.4	4" FCC PAVEMENT TRAIL, 12'	SY	45.00	5175	234,375.00	3785	170,775.00	8960	405,150.00
7.5	4" FCC SIDEWALK	SY	40.00	152	6,080.00	234	9,360.00	386	15,440.00
7.6	4" PAVED RAMP	SY	55.00	1131	62,115.00	377	20,767.50	1508	82,882.50
7.7	DETECTABLE WARNING	SF	45.00	1000	45,000.00	400	18,000.00	1400	63,000.00
8. TRAFFIC CONTROL, SIGNALS & LIGHTING									
8.1	TRAFFIC CONTROL	LS	6,000.00	0.58	3,480.00	0.42	2,520.00	0.99	6,000.00
8.2	PAVEMENT MARKINGS	SF	225.00	87	19,575.00	43	9,675.00	130	29,250.00
8.3	PAINTED SYMBOLS	EA	200.00	55	11,000.00	25	5,000.00	80	16,000.00
8.4	PORTABILITY TRENCH	LF	25.00	00	-	00	-	00	-
9. SITE WORK & LANDSCAPING									
9.1	SEED, FERTILIZER, IRRIG TYPE I URBAN INFRASTRUCTURE (HYDRANTS OR TERRAZZOS)	AG	3,000.00	230	690.00	170	510.00	400	1,200.00
9.2	SEED, TYPE 5 STRAWING CROP	AG	2,500.00	230	575.00	170	425.00	400	1,000.00
9.3	MULCHING	AC	750.00	400	3,000.00	343	2,572.50	743	5,572.50
9.4	WAXING	LF	2.50	650	1,625.00	650	1,625.00	1300	3,250.00
9.5	EROSION CONTROL	LS	10,000.00	0.58	5,980.00	0.42	4,200.00	1.00	10,180.00
9.6	PROTECTION OF UTILITIES	EA	100.00	735	73,500.00	725	72,500.00	1460	146,000.00
9.7	RIP RAP	TON	45.00	375	16,875.00	375	16,875.00	750	33,750.00
9.8	LANDSCAPING (ROUNDABOUT CIRCLE)	LS	25,000.00	0.25	6,250.00	0.25	6,250.00	0.50	12,500.00
9.9	MONUMENT SIGN "JOHNSON"	LS	60,000.00	1.0	60,000.00	0.0	-	1.0	60,000.00
9.10	MONUMENT SIGN "GRAND"	LS	50,000.00	0.0	-	1.0	50,000.00	1.0	50,000.00
10. UTILITY SERVICE LOCATION									
NOT USED									
11. DEMOLITION									
NOT USED									
SUBTOTAL CONSTRUCTION - Items 1.1 to 10.1					\$ 738,861.00		\$ 648,914.00		\$ 1,387,775.00

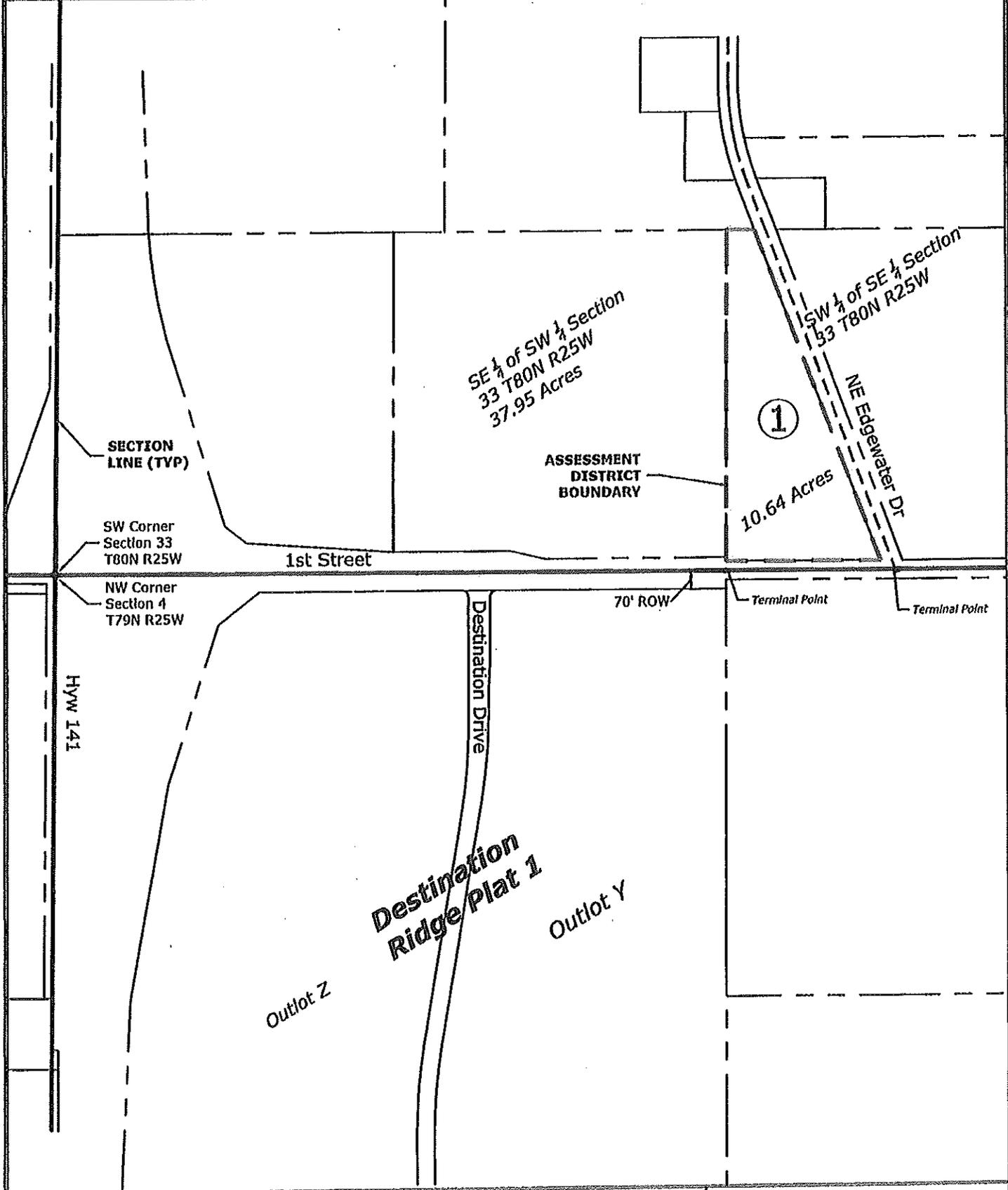
NW 70th Street Improvements - Quantities through NW 107th Street (SEE DISPLAY)

NW 70th Ave West of NW 107th Street (5059)
 NW 107th Street North of NW 70th Avenue (5059)
 NW 107th Street Roundabout (7525)
 Quantity Split (Johnson Streets)
 Preliminary - Opinion of Probable Construction Costs
 Johnston/Gilman, Iowa - 2013

61% 6050 split of Gravel Portion
 1,578 SF of 15' 5" pavement along Thelma Freeway
 61% Thelma Project Portion

ITEM NO	ITEM DESCRIPTION	UNIT	UNIT PRICE	JOHNSTON PORTION		GRAVEL PORTION		Thelma Assumed	
				QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
	CONTINGENCY (10%)				\$ 74,000.00		\$ 65,000.00		\$ 33,500.00
	DESIGN & SURVEY (10%)				\$ 82,000.00		\$ 01,000.00		\$ 37,210.00
	CONSTRUCTION OBSERVATION (8%)				\$ 63,000.00		\$ 49,000.00		\$ 22,840.00
	LEGAL & ADMINISTRATION (1%)				\$ 9,000.00		\$ 7,000.00		\$ 4,270.00
	GEOTECHNICAL				\$ 4,500.00		\$ 4,500.00		\$ 2,745.00
	STREET LIGHTING (STANDARD GALVANIZED) (SEE NOTE 10)	EA	\$ 5,700.00	7.00	\$ 39,800.00	0.00	\$ 31,200.00	3.68	\$ 20,832.00
	DECORATIVE	EA	\$ 9,200.00	0.00	\$ -	0.00	\$ -		
	PRIVATE UTILITY RELOCATION (SEE NOTE 11)								
	INDIAN ENERGY	LS	\$ -	0.00	\$ -	0.00	\$ -		
	CENTURY LINK COMMUNICATION	LS	\$ -	0.00	\$ -	0.00	\$ -		
	MEDACOM	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	\$ 49,814.68	17,451.49	\$ 30,417.69
	PERMANENT EASEMENT (SEE NOTE 8)	SF	\$ 0.83	0.00	\$ -	5,177.00	\$ 4,555.78	3,157.87	\$ 2,779.01
	TEMPORARY EASEMENT (SEE NOTE 9)	SF	\$ 0.17	35,707.00	\$ 6,219.87	27,763.00	\$ 4,832.87	16,697.00	\$ 2,818.05
PROJECT TOTAL (2014)					\$ 1,068,200.00	\$ 810,800.00	\$ 467,800.00		

- Assumptions:
1. Pavement removal and reconstruction starting at end of existing typical boulevard section
 2. NW 70th Cross section = 2-26' Sections (13'-13') and 15' Median
 3. Assumes 50/50 for quantities on the west and north legs of NW 107th Street Roundabout and 75/25 split for quantities inside the crosswalks. (See Diagram)
 4. Assumes 12 inches of Modified Subbase
 5. Assumes no Wetland Mitigation
 6. Final Quantities and Estimate of Costs to be determined after Preliminary Design is complete.
 7. Price based on January 9, 2015 Prices 41.42-THelma.
 8. Permanent Easement is for storm sewer easements. Does not include area for permanent utility easements. Price is 80% 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 50/50 and 75/25 split of costs.
 11. Estimate does not include costs associated with rescaling private utilities.
 12. Pavement and pavement removal items do not account for full access at west edge of project. 50% accounting for removal of median opening and installation of curb and gutter.
 13. Refer to cost share display for percentage explanation.



1st Street Assessment District

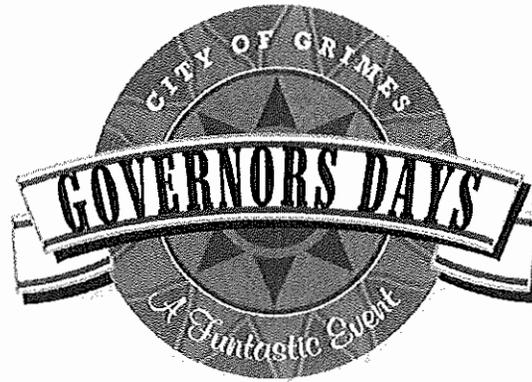
All of the SW 1/4 of the SE 1/4 of Section 33 T80N R25W, 5th PM that is west of NE Edgewater Dr except street and highway right-of-way.

FIGURE: 1

REVISION	NO.	DATE
DRAWN SRS	PROJECT NO. 1005-14C	DATE 03/03/15

April 8, 2015

Kelley Brown, Administrator
City of Grimes
101 NE Harvey St.
Grimes, IA 50111



Subject: Governors Days Requests

Dear Kelley,

The Governors Days Committee has been diligently planning and organizing in preparation for this year's annual celebration of community. In fact, the theme for this year's Governors Days has been announced as "[RIB] Splendor".

As per my involvement on the Committee I have been asked to approach the City about several items concerning the 2015 Governors Days event. These items are as follows:

	Financial assistance from the City of Grimes in the amount of \$10,000 to be used toward the purchase of fireworks. This is the same amount that was allocated this past year. The date for the fireworks show has been tentatively set for Saturday, July 4 th . Details provided upon request.
	Permission to Grimes Chamber & Economic Development to host a beer & entertainment garden in Waterworks Park on Friday and Saturday. Approximate serving times to run from 5 p.m. to 11:30 p.m. on Friday; 12 p.m. to 11:30 p.m. on Saturday. GCED would be required to secure proper licensure, DRAM Shop insurance, and law enforcement officers to oversee the event.
	Approval of proposed parade route for parade scheduled to begin at 10:00 a.m. on Saturday, June 13 th , 2015 (see attached document for map of proposed route).
	Approve the temporary closing or traffic control of South James Street from 9:30 a.m. until the conclusion of the parade on Saturday. We ask that the City coordinate efforts with the Polk County Sheriff's Department to control traffic at strategic locations in the community in order to allow the parade and the annual 5k/Fun Run to safely take place.
	Approval of the use of parking lot at the Grimes Sports Complex, as in previous years, for the staging of parade entries.
	Permission to set-up an announcer stand and equipment in near the intersection of SE Main and SE 6 th Street, just south of the Grimes Community Complex.
	Permission to distribute candy to onlookers during the parade.

	<p>A request for the City to coordinate with the Polk County Sheriff's department to see that additional coverage occurs during Governors Days and specifically during the parade and 5k/Fun Run (i.e. traffic control).</p> <p>Note that special assistance is requested in helping any groups or individuals cross from the Kiddie Parade route to Waterworks Park on Thursday evening.</p>
	<p>Approve the temporary closing and limited parking along the Kiddie Parade route (TBD) for a "Kiddie Parade" on Thursday, June 11th, from 5:30-7:00 p.m.</p>
	<p>Assistance from the City Street Department, as in past years to gather picnic tables, trash cans, fence, dumpsters, kybos, traffic cones and barriers, etc. from around the City and use them in and around Waterworks Park during the celebration. We would also request assistance in installing and tearing down the temporary fence around the area reserved for the entertainment garden. Finally, we would request the honor of having the Street Department and the Grimes Fire & Rescue Department's participation in the parade on Saturday morning.</p>
	<p>Permission to allow Sam's Amusements carnival to use Waterworks Park for equipment and temporary living quarters during the event. As per usual, the carnival will arrive early in the week to set up and undergo safety inspections.</p>
	<p>Close section of NE Jacob Street, from intersection with NE 2nd Street to alleyway directly behind (north) Spirits & More during the Car Show on Saturday, June 13th. The roadway will be used, in addition to Rick Hutcheson's parking lot area to stage the participating vehicles. It will likely close around 11 a.m. and reopen as soon as possible (likely mid-afternoon).</p>
	<p>Permission to again use City owned parcels near Waterworks Park for Public Parking during the event.</p>

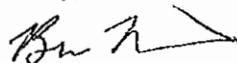
There are a lot of exciting events planned for this event and I encourage you to visit the event website www.governorsdays.com to see all of the details. As always we welcome any comments and constructive criticisms that will help to improve the festival.

If you, Mayor Armstrong, or the City Council have any questions or need clarification on any of the above items, please feel free to contact me at your convenience.

Finally, I would like to pass along a reminder to Mayor Armstrong and members of the City Council. Please contact Marie Hutcheson as soon as possible regarding your ability and desire to participate in the Governors Days Parade. Marie is again organizing the parade and she needs time to find parade vehicles for all interested parties.

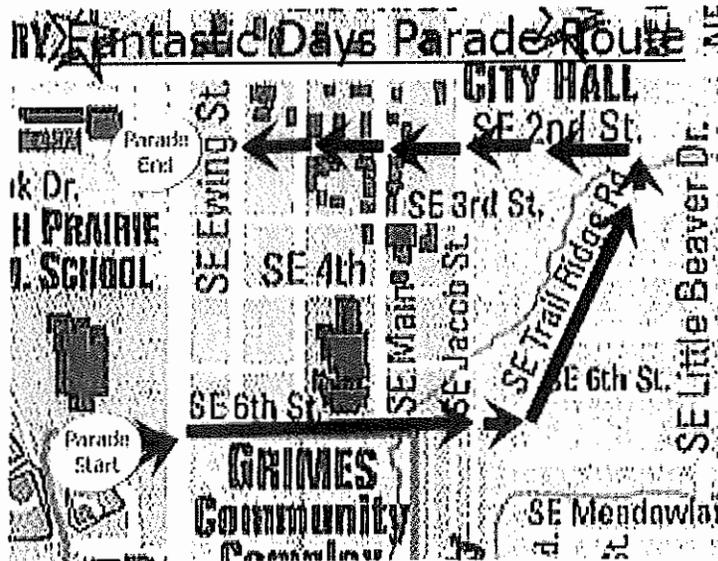
Thank you.

Sincerely,



Brian Buethe
 Executive Director
 Grimes Chamber & Economic Development

Saturday Governors Days Parade Route



Thursday "Kiddie Parade" Route

The Kiddie Parade Route will be along SE Main Street beginning at the Grimes Community Complex and ending at Grimes Waterworks Park.

RESOLUTION 04-0715
CERTIFICATION FOR COLLECTION OF UNPAID
WATER SERVICE FEES
BY THE CITY CLERK OF THE CITY OF GRIMES, IOWA, TO THE
POLK COUNTY TREASURER

WHEREAS, the City Council of the City of Grimes, Iowa has established a Water Rates Ordinance (Chapter 92, Grimes Code of Ordinances) pursuant to which the City of Grimes operates and provides for water service.

WHEREAS, the following property owners have not paid charges for repairs to the water utility services provided by the City to the property.

WHEREAS, such water services repair have been sent to said property owners and owners have agreed to have the charges placed as a assessment upon the serviced property in the amount and manner as stated in Exhibit A attached hereto.

WHEREAS, the City Council of the City of Grimes, Iowa, has authorized the City Clerk of the City of Grimes under Iowa Code Section 364.12 to certify such charges to the Polk County Treasurer for a lien against the real estates and premises serviced which charges will be collected and returned in the same manner as other taxes. at an interest rate of 9%,

NOW, THEREFORE, the City Clerk of the City of Grimes, Iowa hereby certifies said Charges to the Polk County Treasurer in order that such charges are assessed against the real estate and premise serviced, which charges are to be collected and returned in the same manner as other taxes.

PASSED AND APPROVED this 14th day of April 2015.

ATTEST:

Mayor Thomas M. Armstrong

City Clerk Rochelle Williams

MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM

(April 9, 2015)

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between such of the following Central Iowa Communities as elect to enter into and sign this MOU:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, and Dallas County, Polk County,; collectively referred to as "Participating Communities"

The Central Iowa Communities are on different code cycles and have different code provisions that can make it difficult and confusing for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among participating communities for the purpose of creating and implementing a Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a planning effort to assure the central Iowa region (defined as a fifty mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of that meeting local governments were asked to approve a 'Resolution in Support for Local Government Collaboration.'

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot; Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A 'Unified Code Team' was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. So the Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to participating communities. The more consistency there is among Central Iowa Communities in adopting and enforcing the aforementioned codes, the fewer barriers there are in growing the regional economy

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a. Government and the private sector working together toward having a common voice in code development
- b. Similar and consistent code provisions among Participating Communities
- c. Assure key stakeholders are involved in the discussion regarding city codes
- d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
- e. More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
- f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

An example of how code provisions can be confusing for citizens are codes for swimming pools and open burning which may vary among metro communities. A citizen may discuss a project (such as constructing a fence around an above ground pool) with a co-worker from a neighboring community and assume their community has the same rules. They may purchase the materials for a fence based on the discussion with their co-worker only to find out their community has different fencing requirements. A situation like this may lead to conflict and frustration between the citizen and the code officials in their community.

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee shall consist of:

- Six code/building officials
- Three Fire Officials
- Two representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss, and make recommendations regarding all construction codes as listed previously in this MOU. The CICC will not make recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.

In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes; when possible each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select six of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Fire Chiefs and Fire Marshals shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

- The Metro Managers Group shall select two of their members or a planning/community development director to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

A Code Committee will be established to address each of the following codes:

- Electrical/Energy Codes
- Fire Code
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code(IRC)
- Mechanical/Plumbing/Fuel Gas Codes
- Pool/Spa/Property Maintenance (residential)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding all codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across central Iowa. Industry should be represented by large and small companies as well as companies that work in many communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. Care should be taken to assure committee participants meet these qualifications. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.
- Electrical/Energy Code Committee:
 1. Electrical Inspector
 2. Energy Inspector
 3. Code Administrator
 4. State Electrical and/or Energy Representative
 5. Electrical Engineer

- 6. Master Electrician
- 7. HERS (Home Energy Rating Systems) Rater or equivalent
- Fire Code Committee:
 - 1. Chief Fire Officer
 - 2. Fire Marshal/Inspector
 - 3. Fire Marshal/Inspector
 - 4. State Fire Marshal Representative
 - 5. Fire Alarm/Sprinkler Contractor
 - 6. Licensed Fire Protection Engineer or NICET 4 certified person
 - 7. Architect or a person that is a site/safety or health/safety professional
- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:
 - 1. Building Inspector
 - 2. Building Official
 - 3. Building Official/Inspector/Plans Examiner
 - 4. State Building Code Bureau Representative
 - 5. Licensed Architect
 - 6. Structural Engineer
 - 7. General Contractor (commercial)
- International Residential Code (IRC) Committee:
 - 1. Building Official
 - 2. Residential Construction (Combination) Inspector
 - 3. Residential Construction (Combination) Inspector
 - 4. Fire Official
 - 5. Home Builders Association Representative
 - 6. General Contractor (residential)
 - 7. Residential Design Professional
- Mechanical/Plumbing/Fuel Gas:
 - 1. Plumbing Inspector
 - 2. Code Administrator
 - 3. Mechanical Inspector
 - 4. State Mechanical and/or Plumbing Representative
 - 5. Master Plumber
 - 6. Master HVAC Professional
 - 7. Engineer or Mechanical Design Professional
- Pool/Spa/Property Maintenance (residential):
 - 1. Zoning Administrator/Enforcement Officer
 - 2. Zoning Administrator/Enforcement Officer
 - 3. Code Enforcement Officer/Property Maintenance Inspector
 - 4. Code Enforcement Officer/Property Maintenance Inspector
 - 5. Pool Installation Contractor
 - 6. Iowa Landlord Association Representative

7. Neighborhood Association Representative

• Fire/Building Joint Committee:

1. Building Official
2. Fire Officer
3. Plans Examiner (fire and/or building)
4. State Fire Marshal Construction Design Engineer (Plans examiner)
5. Licensed Architect
6. Mechanical Engineer /Fire Protection Professional or closely related field
7. Passive Fire Protection Product Specialist

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed a copy of the MOU and delivered an original or certified copy of the executed MOU to the records custodian. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d. If a community desires to become a Participating Community they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified below.

CITY OF ALTOONA

Skip Conkling, Mayor Date

CITY OF ANKENY

Gary Lorenz, Mayor Date

CITY OF BONDURANT

Keith Ryan, Mayor Date

CITY OF CARLISLE

Ruth Randleman, Mayor Date

CITY OF CLIVE

Scott Cirksema, Mayor Date

CITY OF DES MOINES

Franklin Cownle, Mayor Date

CITY OF INDIANOLA

Kelly Shaw, Mayor Date

CITY OF JOHNSTON

Paula Dierenfeld, Mayor Date

CITY OF NORWALK

Tom Phillips, Mayor Date

CITY OF POLK CITY

Jason Morse, Mayor Date

CITY OF PLEASANT HILL

Sara Kurovski, Mayor Date

CITY OF URBANDALE

Bob Andeweg, Mayor Date

CITY OF WAUKEE

Bill Peard, Mayor Date

CITY OF WEST DES MOINES

Steve Gaer, Mayor Date

CITY OF WINDSOR HEIGHTS

Diana Willits, Mayor Date

DALLAS COUNTY

Brad Golightly, Chair Date

POLK COUNTY

Angela Connolly, Chair Date

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(~~April~~March 9~~2~~, 2015)

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Between

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6. Master Electrician
 7. HERS (Home Energy Rating Systems) Rater or equivalent
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 2. Fire Marshal/Inspector
 3. Fire Marshal/Inspector
 4. State Fire Marshal Representative
 5. Fire Alarm/Sprinkler Contractor
 6. Licensed Fire Protection Engineer or NICET 4 certified person
 7. Architect or a person that is a site/safety or health/safety professional
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 2. Building Official
 3. Building Official/Inspector/Plans Examiner
 4. State Building Code Bureau Representative
 5. Licensed Architect
 6. Structural Engineer
 7. General Contractor (commercial)
 - International Residential Code (IRC) Committee:
 1. Building Official
 2. Residential Construction (Combination) Inspector
 3. Residential Construction (Combination) Inspector
 4. Fire Official
 5. Home Builders Association Representative
 6. General Contractor (residential)
 7. Residential Design Professional
 - Mechanical/Plumbing/Fuel Gas:
 1. Plumbing Inspector
 2. Code Administrator
 3. Mechanical Inspector
 4. State Mechanical and/or Plumbing Representative
 5. Master Plumber
 6. Master HVAC Professional
 7. Engineer or Mechanical Design Professional
 - Pool/Spa/Property Maintenance (residential):
 1. Zoning Administrator/Enforcement Officer
 2. Zoning Administrator/Enforcement Officer
 3. Code Enforcement Officer/Property Maintenance Inspector
 4. Code Enforcement Officer/Property Maintenance Inspector
 5. Pool Installation Contractor
 6. Iowa Landlord Association Representative

7. Neighborhood Association Representative

• Fire/Building Joint Committee:

1. Building Official
2. Fire Officer
3. Plans Examiner (fire and/or building)
4. State Fire Marshal Construction Design Engineer (Plans examiner)
5. Licensed Architect
6. Mechanical Engineer /Fire Protection Professional or closely related field
7. Passive Fire Protection Product Specialist

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the latter date that at least seven (7) Central Iowa Communities have executed a copy of the MOU and delivered an original or certified copy of the executed MOU to the records custodian, of signature of the parties. It This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority vote of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d. If a community desires to become a Participating Community they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified below, the Partners hereto have caused this MOU to be executed by their duly authorized representatives as of March ____, 2015

CITY OF ALTOONA

Skip Conkling, Mayor Date

CITY OF ANKENY

Gary Lorenz, Mayor Date

CITY OF BONDURANT

Keith Ryan, Mayor Date

CITY OF CARLISLE

Ruth Randleman, Mayor Date

CITY OF CLIVE

Scott Cirksena, Mayor Date

CITY OF DES MOINES

Franklin Cownie, Mayor Date

CITY OF INDIANOLA

Kelly Shaw, Mayor Date

CITY OF JOHNSTON

Paula Dierenfeld, Mayor Date

CITY OF NORWALK

Tom Phillips, Mayor Date

CITY OF POLK CITY

Jason Morse, Mayor Date

CITY OF PLEASANT HILL

Sara Kurovski, Mayor Date

CITY OF URBANDALE

Bob Andeweg, Mayor Date

CITY OF WAUKEE

Bill Peard, Mayor Date

CITY OF WEST DES MOINES

Steve Gaer, Mayor Date

CITY OF WINDSOR HEIGHTS

Diana Willits, Mayor Date

DALLAS COUNTY

Brad Golightly, Chair Date

POLK COUNTY

Angela Connolly, Chair Date

WARREN COUNTY

Doug Shull, Chair of the Board of Supervisors

This is Task Order No. 3364-15A,
consisting of three (3) pages.

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: Water Treatment Plant Consultation

B. Description and Background: Due to changes in raw water quality and a new raw water source being introduced, the finished water produced from the plant is less than desirable. The city has received complaints related to hardness, taste, and odors. In addition, plant operating staff have identified several desired modifications to improve plant operations and finished water quality, such as installing a polymer feed system to improve settling in the solid contact units and increasing the capacity of the chlorine feed system.

FOX will provide engineering services to evaluate options for reducing the finished water hardness and for construction permitting required for the polymer and chlorine feed systems, as well as on-going general consultation services related to the water plant.

1. **Services of Engineer** - Basic Services of Engineer shall be as per Exhibit A except as modified below:

a. **Engineering Services and General Consultation Related to Water Treatment Plant**

Task 1: Evaluation of Alternatives to Reduce Hardness in Finished Water

Engineer will evaluate two options for reducing hardness in the finished water from the Grimes Water Treatment Plant: 1) Adding caustic soda chemical storage, handling, and feed system; 2) Adding soda ash chemical storage, handling, and feed system. The evaluation will include: identifying required chemical doses, feed rates, and storage requirements; preparing preliminary schematic drawings and figures for the chemical feed systems; and preparing an Opinion of Probable Cost for each system, including the capital cost to install the equipment and the on-going operational costs. The results of this evaluation will be summarized in a brief letter report and reviewed with City staff.

Task 2: Additional Chemical Feed Systems

Engineer will prepare certified engineering drawings and specifications as required to submit to Iowa Department of Natural Resources to obtain a construction permit for adding a polymer feed system and increasing the capacity of the chlorine feed system. Engineer will also assist the city in obtaining quotations from contractors to install the equipment.

Task 3: General Consultation Services

Engineer will provide general consultation services related to the water treatment plant as requested by the City. This may include assisting plant operations staff as needed, attending monthly meetings, and/or additional engineering evaluations or other services as requested.

b. **Study Phase, Preliminary Design Phase, Final Design Phase, Bidding Phase, Construction Phase, and Post-Construction Phase** - Not included as part of this task order, except as noted in Paragraph 1.a above.

2. **Owner's Responsibilities** - As per Exhibit B of the Master Agreement.

3. **Times for Rendering Services**

Anticipated Times for Rendering the Study and Report Phase services are as follows:

- Task 1: Completed within 30 days of authorization to proceed.
- Task 2: Preliminary drawings and specifications will be completed within 30 days of authorization to proceed. Final documents will be completed within 7 days of receiving comments back from the City.
- Task 3: Ongoing, as required.

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

Study and Report Phase	Method of Payment	Estimated Amount
Task 1	Method B – Standard Hourly Rates	\$10,200
Task 2	Method B – Standard Hourly Rates	\$4,700
Task 3	Method B – Standard Hourly Rates	As requested

Note: Amounts listed above based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts, but will not exceed the estimated amount without prior approval by the Owner.

5. **Engineer's Consultants:**

- 1) None.

6. **Engineer's Liability:**

- 1) *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.
- 2) *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.
- 3) *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.

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

Steven J. Troyer, P.E.
Name

Kelley Brown
Name

Principal
Title

City Administrator
Title

Designated Representative for Task Order:

Designated Representative for Task Order:

Steven J. Troyer, P.E.
Name

Kelley Brown
Name

Principal
Title

City Administrator
Title

414 South 17th St, Suite 107, Ames, IA 50010
Address

101 NE Harvey Street, Grimes, IA 50111
Address

stroyer@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



TRANSMITTAL

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

DATE: April 9, 2015

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

RE: Task Order No. 3364-15A – Water Treatment Plant Consultation

DELIVERY: US Mail

ITEMS: 1. Two (2) copies of Task Order No. 3364-15a

COMMENTS:

Kelley,

Enclosed for your review are two (2) copies of Task Order #3364-15A for engineering services related to the water treatment plant. Please review this and let me know if you have any questions. I've broken this down into three tasks. Task 1 is for evaluating the costs for installing chemical feed systems to reduce the hardness. Task 2 is for IDNR permitting related to the proposed new polymer system and increasing the chlorine feed system capacity. Task 3 is for ongoing general consultation. The estimated fees for tasks 1 and 2 are \$10,200 and \$4,700 respectively. I did not put an estimated fee on task 3 since it is undefined. Please let me know if you have any concerns with the proposed scope or fees.

We appreciate the opportunity to continue offering these services to the City of Grimes. If you have any questions or concerns, please give me a call. Thank you.

Steven J. Troyer, P.E.

COPY TO: John Gade



Contractor's Application for Payment No. 7

Application Period:	3/28/15-4/6/15	Application Date:	4/6/2015
To (Owner):	City of Grimes	By (Engineer):	For Engineering, Inc.
Project:	ASR Well #1 Well Pump & Control Building Imp. Grimes, IA	Contract:	
Owner's Contract No.:		Contractor's Project No.:	C.L. Carroll Co. Inc.
		Engineer's Project No.:	3364-13A

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1		-\$7,825.83
2	\$11,890.76	
3	\$38,648.00	
4	\$4,867.58	
5	\$9,486.85	
6	\$5,525.00	
7	\$18,724.61	
TOTALS	\$89,142.80	-\$7,825.83
NET CHANGE BY CHANGE ORDERS	\$81,316.97	

1. ORIGINAL CONTRACT PRICE \$ 51,586,000.00
2. Net change by Change Orders \$ 81,316.97
3. Current Contract Price (Line 1 ± 2) \$ 51,667,316.97
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$ 51,291,362.86
5. RETAINAGE:
 - a. 5% X \$1,107,580.20 Work Completed \$ 55,379.01
 - b. 5% X \$183,782.86 Stored Material \$ 9,189.14
 - c. Total Retainage (Line 5a + Line 5b) \$ 64,568.15
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 51,226,794.91
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 51,868,014.16
8. AMOUNT DUE THIS APPLICATION \$ 5158,786.75
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5c above) \$ 5440,522.86

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

Contractor Signature	Date: 4/7/15
----------------------	--------------

Payment of:	\$ 158,780.75	(Line 8 or other - attach explanation of the other amount)
is recommended by:		4-7-15 (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	(Date)
Approved by:	_____	(Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Application Number: 7		Application Date: 04/06/15		Application Date: 04/06/15			
0		7		04/06/15		04/06/15			
Application Period: 2/26/15-4/6/15		Work Completed		Materials Presently Stored (net in C or D)		Total Completed and Stored to Date (C + D + E)		Balance to Fiscal (B - F)	
Specification Section No.	Description	Scheduled Value (\$)	From Previous Application (C-D)	This Period	Materials Presently Stored (net in C or D)	Total Completed and Stored to Date (C + D + E)	(F/B)		
C-700	Move In	\$16,000.00	\$16,000.00	\$0.00		\$16,000.00	100.0%	\$0.00	
2230	Demo	\$82,500.00	\$82,500.00	\$0.00		\$82,500.00	100.0%	\$0.00	
15100715200	Int Pipe	\$42,500.00	\$42,500.00	\$0.00	\$0.00	\$42,500.00	89.3%	\$5,000.00	
Div 4	Masonry	\$45,000.00	\$37,000.00	\$8,000.00		\$45,000.00	100.0%	\$0.00	
Div 9	Paint	\$42,000.00	\$11,500.00	\$0.00		\$11,500.00	27.4%	\$30,500.00	
Div 6	Carpentry	\$10,500.00	\$27,000.00	\$0.00		\$27,000.00	100.0%	\$0.00	
7531	Roof	\$17,000.00				\$0.00		\$17,000.00	
Div 8	Doors	\$25,000.00	\$5,000.00	\$13,000.00		\$18,000.00	72.0%	\$7,000.00	
3300/Div 5	Misc. Cone/Int Work	\$45,000.00	\$10,606.14	\$4,000.00	\$4,393.86	\$19,000.00	86.7%	\$6,000.00	
11760	Chemical	\$98,000.00	\$98,000.00		\$64,728.00	\$64,728.00	63.0%	\$36,272.00	
11155/16425	Wall/GE	\$570,000.00	\$448,970.00	\$0.00	\$62,070.00	\$511,000.00	96.4%	\$19,000.00	
Div 15	Plumb/HVAC	\$170,000.00	\$42,309.00	\$26,500.00	\$27,691.00	\$96,500.00	56.8%	\$73,500.00	
Div 16	Elect/Cont/Gen	\$430,000.00	\$212,100.00	\$32,500.00	\$27,900.00	\$272,500.00	63.4%	\$157,500.00	
Div 2	Sitework	\$7,500.00				\$0.00		\$7,500.00	
Div 16	CPR 01/Door & Valve Additional Electric Work (CO1)	\$754.69				\$0.00		\$754.69	
15100715200	CPR 02/Air Valve size change (CO1)	\$486.48		\$486.48		\$486.48	100.0%	\$0.00	
11155/16425	Remove duplicate pump cable/Junction Box (CO1)	\$9,067.00				\$0.00		\$9,067.00	
Div 16	CPR 04 Fire Alarm/Detection System Changes (CO2)	\$66.41				\$0.00		\$66.41	
Div 16	CPR 05 Omik Transformer heater wiring (CO2)	\$665.00				\$0.00		\$665.00	
Div 16	Eliminate Space Heaters from GE Scopes (CO2)	\$1,000.00				\$0.00		\$1,000.00	
Div 9	CPR 06 Paint building exterior (CO2)	\$13,489.35				\$0.00		\$13,489.35	
11155/16425	Addize Well (CO3)	\$13,075.00		\$0.00		\$13,075.00	100.0%	\$0.00	
Div 15	CPR 07 Sprinkler System Changes (CO3)	\$5,573.00		\$0.00		\$5,573.00	100.0%	\$0.00	
Div 16	Additional temperature transmitter (CO 4)	\$147.00				\$0.00		\$147.00	
3300	Repair Ext Floor Slab (CO 4)	\$2,906.00		\$0.00		\$2,906.00	100.0%	\$0.00	
Div 16	Repair Ext Electric To allow test pumping (CO4)	\$799.58		\$0.00		\$799.58	100.0%	\$0.00	
Div 16	Add GE Junction Box (CO4)	\$1,015.00		\$0.00		\$1,015.00	100.0%	\$0.00	
Div 16	Replace Electric Panel L1 (CO5)	\$1,473.15		\$0.00		\$1,473.15	100.0%	\$0.00	
Div 9	Paint Floor (CO5)	\$6,130.00				\$0.00		\$6,130.00	
Div 15	Extern Primary Conduit Work (CO5)	\$1,883.70		\$0.00		\$1,883.70	100.0%	\$0.00	
15100715200	Pipe Loop/Chem Inj/Disconnect (CO6)	\$5,525.00				\$0.00		\$5,525.00	
Div 3	Floor Inv./Injection/Emergency Lighting (CO7)	\$18,724.61		\$17,423.15		\$17,423.15	93.0%	\$1,301.46	
Totals		\$1,667,316.97	\$1,002,170.57	\$105,409.63	\$183,782.46	\$1,291,363.06		\$375,953.91	

Mar. 9. 2015 5:51PM

No. 0673 P. 1

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

62756

Bill To: Accounts Payable

Jon
C. L. CARROLL COMPANY
3623 6TH AVENUE
DES MOINES, IA 50313

Date 03/09/15

Terms Net 30

Order #	39107	Ordered	04/15/14
Cust Account #	9320	Job #	201417
Cust PO #	gasr-01		
Ship Via	BEST	Shipped	3/2/2015
FOB SHIPPING POINT		Rep	850

Ship To:

Tom Stoll 515-205-6419
C. L. CARROLL COMPANY
CONTROL BUILDING
302 EAST FIRST STREET
GRIMES, IA 50111

TAX ID EX

Ship Info.

Customer Phone (515) 282-7495

Item Num	Description	Order	Shp	B/O	Unit Price	Ext Price
Section	11760/Sodium Hypochlorite	1	1	0	0.00	0.00
1000540	Tank, vertical, 540 gal, xlpe, or-1000	1	1	0	0.00	0.00
4558	Cap 17" buttress thread black pa	1	1	0	0.00	0.00
7100	Bulkhead fitting, 1/2" pvc/viton	2	2	0	0.00	0.00
BFAS1020TES	Bulkhead fitting, 2", bxl, pvc/epdm, short pattern	3	3	0	0.00	0.00
BFAS1005TES	Bulkhead fitting, 1/2", bxl, pvc/epdm, short pattern	1	1	0	0.00	0.00
1000101N-35	Tank, vertical, 35 gallon xlpe, 18"x33.5"	1	1	0	0.00	0.00
BFAS1010TES	Bulkhead fitting, 1" bxl, pvc/epdm, short pattern	1	1	0	0.00	0.00
BFAS1015TES	Bulkhead fitting, 1-1/2", pvc/epdm bxl	1	1	0	0.00	0.00
BFAS1005TES	Bulkhead fitting, 1/2", bxl, pvc/epdm, short pattern	3	3	0	0.00	0.00
27-DR10DS	Scale, electronic drum 1000#	1	1	0	0.00	0.00
SRG2-1	Solo G2 Indicator, single channel	1	1	0	0.00	0.00
G5ASP	Level Alarm G2, dry contact relay, Single	2	2	0	0.00	0.00
520DUN/REH	Pump, digital/auto/manual, washdown, 100 psi, 220rpm	1	1	0	0.00	0.00
059.8131.000	Leak detector for 520DUN,UN,US & DUS	1	1	0	0.00	0.00
902.H032.PFQ	Tube Element, 60-100 hi press, marprene, 3.2 mm12	4	4	0	0.00	0.00
159.2161.K73	Flex Connector, w/shut-off conn, 6mm pvc, 1 meter (f/m)	2	2	0	0.00	0.00
48KBIT21FVP	Coupling, quick release, w/1/2" female npt thread	2	2	0	0.00	0.00
G1954L	Bracket, wall 1/2"pp 15"x15"x15" w/3-gus	1	1	0	0.00	0.00
TVPR50-PVC	PRESSURE RELIEF VALVE 1/2" PVC	1	1	0	0.00	0.00
EB-145-S-H-4-0	Corp stop, 3/4", ss, 3/8" hastelloy c 4" tube, w/cv	1	1	0	0.00	0.00

ORDER COMPLETE

Amount	61,728.00
Tax	0.00
Freight	0.00
Invoice Total	61,728.00

Mar. 9. 2015 5:51PM

No. 0673 P. 2

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

62756

Bill To: Accounts Payable

Date 03/09/15

Jon
C. L. CARROLL COMPANY
3623 6TH AVENUE
DES MOINES, IA 50313

Terms Net 30

Order #	39107	Ordered	04/15/14
Cust Account #	9320	Job #	201417
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Ship Via	BEST	Shipped	3/2/2015
FOB	SHIPPING POINT	Rep	850

Ship To:

Tom Stoll 515-205-6419
C. L. CARROLL COMPANY
CONTROL BUILDING
302 EAST FIRST STREET
GRIMES, IA 50111

TAX ID EX

Ship Info.

Customer Phone (515) 282-7495

Section	Description	QTY	UNIT	PRICE	TOTAL	TAX
PV2-250	CALIBRATION CYLINDER/ 250 ML, pvc	1	1	0.00	0.00	
Section	11760/Sodium Hydroxide	1	1	0.00	0.00	
1001050	Tank, vertical, 1050 gal hdripe, or1000	1	1	0.00	0.00	
4558	Cap 17" buttress thread black pe	1	1	0.00	0.00	
7120*	Bulkhead fitting, 2" pvc/viton	2	2	0.00	0.00	
BFAS1020TES	Bulkhead fitting, 2", txt, pvc/epdm, short pattern	3	3	0.00	0.00	
BFAS1005TES	Bulkhead fitting, 1/2", txt, pvc/epdm, short pattern	1	1	0.00	0.00	
BP2016AL	Back panel, aluminum for N series	1	1	0.00	0.00	
N201612HWT	Enclosure nema 4x w/ss hinge and hasp	1	1	0.00	0.00	
1540700N	Tank, 50 gallon, hdripe 23x38	1	1	0.00	0.00	
BFAS1010TES	Bulkhead fitting, 1" txt, pvc/epdm, short pattern	1	1	0.00	0.00	
BFAS1005TES	Bulkhead fitting, 1/2", txt, pvc/epdm, short pattern	3	3	0.00	0.00	
BFAS1020TES	Bulkhead fitting, 2", txt, pvc/epdm, short pattern	1	1	0.00	0.00	
27-DR10DS	Scale, electronic drum 1000#	1	1	0.00	0.00	
SRG2-1	Solo G2 indicator, single channel	1	1	0.00	0.00	
G5ASP	Level Alarm G2, dry contac relay, Single	2	2	0.00	0.00	
520DUN/REH	Pump, digital/auto/manual, washdown, 100 psi, 220rpm	1	1	0.00	0.00	
059.8131.000	Leak detector for 520DUN,UN,US & DUS	1	1	0.00	0.00	
902.H032.PFQ	Tube Element, 60-100 hi press, marprene, 3.2 mm12	4	4	0.00	0.00	
159.2161.K73	Flex Connector, w/shut-off conn, 5mm pvc, 1 meter (1/m)	2	2	0.00	0.00	
48KBIT21FVP	Coupling, quick release, w/1/2" female npt thread	2	2	0.00	0.00	
G1954L	Bracket, wall 1/2"pp 15"x15"x15" w/3-gus	1	1	0.00	0.00	
PV2-500	CALIBRATION CYLINDER, 500 ML, pvc	1	1	0.00	0.00	

ORDER COMPLETE

Amount	61,728.00
Tax	0.00
Freight	0.00
Invoice Total	61,728.00

VESSCO, INC.

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Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

62756

Bill To: Accounts Payable
Jon
C. L. CARROLL COMPANY
3623 6TH AVENUE
DES MOINES, IA 50313

Date 03/09/15

Terms Net 30

Order # 39107	Ordered 04/15/14
Cust Account # 9320	Job # 201417
Cust PO # gasr-01	
Ship Via BEST	Shipped 3/2/2015
FOB SHIPPING POINT	Rep 850

Ship To:
Tom Stoll 615-205-6419
C. L. CARROLL COMPANY
CONTROL BUILDING
302 EAST FIRST STREET
GRIMES, IA 50111

TAX ID EX

Ship Info.

Customer Phone (615) 282-7495

Item #	Description	QTY	UNIT	PRICE	TOTAL	TAX
TVPR50-PVC	PRESSURE RELIEF VALVE 1/2" PVC	1	1	0.00	0.00	0.00
EB-145-S-S-4-0	Corp stop, 3/4", ss, 3/8" ss 4" tube, w/cv	1	1	0.00	0.00	0.00
Section	1760/Liquid Ammonia	1	1	0.00	0.00	0.00
5700000N-120	Tan, vertical, 120 gallon, xpe, 34"x60"	1	1	0.00	0.00	0.00
BFAS1005TES	Bulkhead fitting, 1/2", bt, pvc/epdm, short pattern	2	2	0.00	0.00	0.00
contain 48x48x18	containment tank 48"x48"x18"x1/2" npp (179 gal)	1	1	0.00	0.00	0.00
50-DR20LP	Scale, electronic, 50"x50" tuf coat, 2,000#, 20' cable	1	1	0.00	0.00	0.00
SRG2-1	Solo G2 indicator, single channel	1	1	0.00	0.00	0.00
G5ASP	Level Alarm G2, dry contac relay, Single	2	2	0.00	0.00	0.00
520DUN/REH	Pump, digital/auto/manual, washdown, 100 psi, 220rpm	1	1	0.00	0.00	0.00
059.8131.000	Leak detector for 520DUN,UN,US & DUS	1	1	0.00	0.00	0.00
902.H032.PFQ	Tube Element, 60-100 hl press, marprene, 3.2 mm12	4	4	0.00	0.00	0.00
159.2161.K73	Flex Connector, w/shut-off conn, 5mm pvc, 1 meter (f/m)	2	2	0.00	0.00	0.00
48KBIT21FVP	Coupling, quick release, w/1/2" female npt thread	2	2	0.00	0.00	0.00
G1954L	Bracket, wall 1/2"pp 15"x15"x15" w/3-gus	1	1	0.00	0.00	0.00
TVPR50-PVC	PRESSURE RELIEF VALVE 1/2" PVC	1	1	0.00	0.00	0.00
EB-145-S-S-4-0	Corp stop, 3/4", ss, 3/8" ss 4" tube, w/cv	1	1	0.00	0.00	0.00
PV2-1000	Calibration column, 1000 ml, pvc	1	1	0.00	0.00	0.00
EV5P33	Mixer, gear, 1/3 hp 115/1/60, 350 rpm	1	1	0.00	0.00	0.00
G1964SS-18	Mixer wall mount, ss, 18x18 w/platform	1	1	0.00	0.00	0.00
Section	Spares	1	1	0.00	0.00	0.00
520DUN/REH	Pump, digital/auto/manual, washdown, 100 psi, 220rpm	1	1	0.00	0.00	0.00
059.8131.000	Leak detector for 520DUN,UN,US & DUS	1	1	0.00	0.00	0.00

ORDER COMPLETE

Amount	61,728.00
Tax	0.00
Freight	0.00
Invoice Total	61,728.00

Mar. 9. 2015 5:52PM

No. 0673 P. 4

VESSCO, INC.

8217 Upland Circle
Chanhausen, MN 55317

(952) 941-2678
FAX (952) 941-0798

INVOICE

62756

Bill To: Accounts Payable

Jon
C. L. CARROLL COMPANY
3823 6TH AVENUE
DES MOINES, IA 50313

Date 03/09/15

Terms Net 30

Order #	39107	Ordered	04/15/14
Cust Account #	9320	Job #	201417
Cust PO #	gasr-01		
Ship Via	BEST	Shipped	3/2/2015
	FOB SHIPPING POINT	Rep	850

Ship To:

Tom Stoll 515-205-6419
C. L. CARROLL COMPANY
CONTROL BUILDING
302 EAST FIRST STREET
GRIMES, IA 50111

TAX ID EX

Ship Info.

Customer Phone (515) 282-7495

910	Equipment Package	1	1	0	61,728.00	61,728.00
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ORDER COMPLETE

Amount	61,728.00
Tax	0.00
Freight	0.00
Invoice Total	61,728.00

Progress Estimate

For (contract): SE 19th Street Improvements
 Contractor: Concrete Technologies

Contractor's Application

Owner's Proj. No.: STP-U-3125(611)--70-77
 Engineer's Proj. No.: 1005-13A
 Application Number: 12
 Application Date: 04/09/2015

A		B			C		D		E		F		G	
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Sourced (incl. in)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)				
1	CLEAR+GRUBB	12	\$ 425.00	\$ 5,100.00	12.00	\$ 5,100.00		\$ 5,100.00	###	\$ -				
2	SPECIAL BACKFILL	1621.36	\$ 24.75	\$ 40,128.66	1621.36	\$ 40,128.66		\$ 40,128.66	###	\$ -				
3	EXCAVATION, CL 10, RDWY+BORROW	13168	\$ 2.55	\$ 33,578.40	13168.00	\$ 33,578.40		\$ 33,578.40	###	\$ -				
4	EXCAVATION, CL 12, BOULDER/ROCK FRAGMENT	50	\$ 10.20	\$ 510.00		\$ -		\$ -		\$ 510.00				
5	TOPSOIL, STRIP, SALVAGE+SPREAD	3250	\$ 4.10	\$ 13,325.00	3000.00	\$ 12,300.00		\$ 12,300.00	92.3%	\$ 1,025.00				
6	TOPSOIL, STRIP+STKP	2500	\$ 2.05	\$ 5,125.00	2500.00	\$ 5,125.00		\$ 5,125.00	###	\$ -				
7	SPECIAL COMPACTION OF SUBGRADE	52	\$ 714.00	\$ 37,128.00	52.00	\$ 37,128.00		\$ 37,128.00	###	\$ -				
8	MODIFIED SUBBASE	3830	\$ 37.75	\$ 144,582.50	3630.00	\$ 137,032.50		\$ 137,032.50	94.8%	\$ 7,550.00				
9	SHOULDER FINISHING, EARTH	103	\$ 153.00	\$ 15,759.00	82.00	\$ 12,546.00		\$ 12,546.00	79.6%	\$ 3,213.00				
10	STDS-F PCC PAVT, CL C CL 3, 9"	19476.3	\$ 45.00	\$ 874,333.50	16942.3	\$ 762,225.00		\$ 762,225.00	87.0%	\$ 112,108.50				
11	MEDIAN, DOWELLED PCC, 6"	30	\$ 95.50	\$ 2,865.00		\$ -		\$ -		\$ 2,865.00				
12	MEDIAN, PCC, 6"	37	\$ 68.25	\$ 2,511.25	15.00	\$ 983.75		\$ 983.75	40.5%	\$ 1,527.50				
13	PCC PAVT SAMPLE	1	\$ 2,100.00	\$ 2,100.00		\$ -		\$ -		\$ 2,100.00				
14	SURF DRIVEWAY, CL A CR STONE	300	\$ 22.50	\$ 6,750.00		\$ -		\$ -		\$ 6,750.00				
15	REMOVAL OF SIGN	7	\$ 61.20	\$ 428.40	7.00	\$ 428.40		\$ 428.40	###	\$ -				
16	APRON, CONC, 30"	1	\$ 2,755.00	\$ 2,755.00	1.00	\$ 2,755.00		\$ 2,755.00	###	\$ -				
17	APRON, CONC, 54"	1	\$ 4,385.00	\$ 4,385.00		\$ -		\$ -		\$ 4,385.00				
18	RMV+REINSTALL CONC PIPE APRON LE 36"	2	\$ 255.00	\$ 510.00	2.00	\$ 510.00		\$ 510.00	###	\$ -				
19	MANHOLE, STORM SWR, SW-401, 48"	3	\$ 2,755.00	\$ 8,265.00	3.00	\$ 8,265.00		\$ 8,265.00	###	\$ -				
20	INTAKE, TYPE SW-501	10	\$ 2,450.00	\$ 24,500.00	10.00	\$ 24,500.00		\$ 24,500.00	###	\$ -				
21	INTAKE, TYPE SW-503	8	\$ 3,415.00	\$ 27,320.00	8.00	\$ 27,320.00		\$ 27,320.00	###	\$ -				
22	INTAKE, TYPE SW-505	1	\$ 2,960.00	\$ 2,960.00	1.00	\$ 2,960.00		\$ 2,960.00	###	\$ -				
23	INTAKE, TYPE SW-506	1	\$ 5,710.00	\$ 5,710.00	1.00	\$ 5,710.00		\$ 5,710.00	###	\$ -				
24	MANHOLE ADJUSTMENT, MINOR	2	\$ 460.00	\$ 920.00	2.00	\$ 920.00		\$ 920.00	###	\$ -				
25	MANHOLE ADJUSTMENT, MAJOR	10	\$ 1,885.00	\$ 18,850.00	11.00	\$ 20,735.00		\$ 20,735.00	###	\$ (1,885.00)				
26	CONNECTION TO EXIST MANHOLE	5	\$ 1,430.00	\$ 7,150.00	5.00	\$ 7,150.00		\$ 7,150.00	###	\$ -				
27	SUBDRAIN, STD, PERFORATED, 4"	3513	\$ 11.75	\$ 41,277.75	2810.00	\$ 33,017.50		\$ 33,017.50	80.0%	\$ 8,260.25				
28	SUBDRAIN OUTLET (RF-19C)	20	\$ 285.00	\$ 5,700.00	17.00	\$ 4,845.00		\$ 4,845.00	85.0%	\$ 855.00				
29	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	1586	\$ 38.75	\$ 61,457.50	1586.00	\$ 61,457.50		\$ 61,457.50	###	\$ -				
30	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	129	\$ 42.85	\$ 5,527.65	314.00	\$ 13,454.90		\$ 13,454.90	###	\$ (7,927.25)				
31	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	291	\$ 61.25	\$ 17,823.75	291.00	\$ 17,823.75		\$ 17,823.75	###	\$ -				
32	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	565	\$ 75.50	\$ 42,657.50	565.00	\$ 42,657.50		\$ 42,657.50	###	\$ -				
33	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 54"	304	\$ 168.00	\$ 51,072.00		\$ -		\$ -		\$ 51,072.00				
34	RMV STORM SWR PIPE LE 36"	20	\$ 14.25	\$ 285.00	304.00	\$ 4,332.00		\$ 4,332.00	###	\$ -				
35	ENGINEER FABRIC	20	\$ 1.85	\$ 37.00		\$ -		\$ -		\$ 37.00				
36	REVEITEMT, CLASS E	50	\$ 61.25	\$ 3,062.50		\$ -		\$ -		\$ 3,062.50				
37	RMV OF PAVT	8073	\$ 7.65	\$ 61,758.45	8073.00	\$ 61,758.45		\$ 61,758.45	###	\$ -				
38	REMOVAL OF INTAKES AND UTILITY ACCESSSES	2	\$ 815.00	\$ 1,630.00	2.00	\$ 1,630.00		\$ 1,630.00	###	\$ -				
39	RECREATIONAL TRAIL, PCC, 5"	2505.7	\$ 34.75	\$ 87,073.08		\$ -		\$ -		\$ 87,073.08				
40	SPECIAL COMPACTION OF SUBGRADE/REC TRAIL	26	\$ 205.00	\$ 5,330.00		\$ -		\$ -		\$ 5,330.00				
41	DETECTABLE WARNINGS	220	\$ 25.50	\$ 5,610.00		\$ -		\$ -		\$ 5,610.00				
42	DRIVEWAY, PCC, 7"	316.7	\$ 56.00	\$ 17,735.20		\$ -		\$ -		\$ 17,735.20				
43	SAFETY CLOSURE	4	\$ 127.50	\$ 510.00	4.00	\$ 510.00		\$ 510.00	###	\$ -				
44	POST, STEEL, AS PER PLAN	25	\$ 102.00	\$ 2,550.00	10.00	\$ 1,020.00		\$ 1,020.00	40.0%	\$ 1,530.00				
45	TYPE A SIGNS, SHEET ALUMINUM	123	\$ 22.50	\$ 2,767.50		\$ -		\$ -		\$ 2,767.50				
46	PAINTED PAVT MARK, WATERBORNE/SOLVENT	96	\$ 32.50	\$ 3,120.00	77.70	\$ 2,525.25		\$ 2,525.25	80.9%	\$ 594.75				
47	PAINTED SYMBOL-LEGEND, WATERBORNE/SOLVENT	24	\$ 102.00	\$ 2,448.00		\$ -		\$ -		\$ 2,448.00				
48	PAVT MARK RMVD	28	\$ 52.75	\$ 1,477.00	39.20	\$ 2,067.80		\$ 2,067.80	###	\$ (590.80)				

Progress Estimate

Contractor's Application

For (contract): SE 19th Street Improvements
 Contractor: Concrete Technologies
 Owner's Proj. No.: STP-U-3125(611)--70-77
 Engineer's Proj. No.: 1005-13A
 Application Number: 12
 Application Date: 04/09/2015

A		B			C	D	E	F	G			
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)		
49	TRAFFIC CONTROL	1	\$ 8,160.00	\$ 8,160.00	0.80	\$ 6,528.00		\$ 6,528.00	80.0%	\$ 1,632.00		
50	FLAGGER	20	\$ 335.00	\$ 6,700.00	9.00	\$ 3,015.00		\$ 3,015.00	45.0%	\$ 3,685.00		
51	MOBILIZATION	1	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00		\$ 60,000.00	###	\$ -		
52	URETHANE CHIMNEY SEAL	7	\$ 765.00	\$ 5,355.00		\$ -		\$ -		\$ 5,355.00		
53	TRENCH COMPACTING TESTING	1	\$ 3,060.00	\$ 3,060.00	1.00	\$ 3,060.00		\$ 3,060.00	###	\$ -		
54	WATER MAIN, TRENCHED, DIP, 8"	130	\$ 41.00	\$ 5,330.00	75.00	\$ 3,075.00		\$ 3,075.00	57.7%	\$ 2,255.00		
55	WATER MAIN, TRENCHED, PVC, 8"	360	\$ 23.50	\$ 8,460.00	360.00	\$ 8,460.00		\$ 8,460.00	###	\$ -		
56	FITTINGS BY COUNT, DIP	10	\$ 765.00	\$ 7,650.00	3.00	\$ 2,295.00		\$ 2,295.00	###	\$ -		
57	VALVE, GATE, DIP, 8"	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ 1,500.00	###	\$ -		
58	FLUSHING DEVICE (BLOWOFF), 2"	3	\$ 915.00	\$ 2,745.00	3.00	\$ 2,745.00		\$ 2,745.00	###	\$ -		
59	VALVE BOX REPLACEMENT	10	\$ 460.00	\$ 4,600.00		\$ -		\$ -		\$ 4,600.00		
60	CUT IN WATER MAIN TEE SECTION		\$ 1,530.00	\$ -		\$ -		\$ -		\$ -		
61	RELOCATE EXISTING FIRE HYDRANT	7	\$ 1,430.00	\$ 10,010.00	6.00	\$ 8,580.00		\$ 8,580.00	85.7%	\$ 1,430.00		
62	TRAFFIC SIGNALIZATION MODIFICATIONS	1	\$ 13,260.00	\$ 13,260.00		\$ -		\$ -		\$ 13,260.00		
63	COMPOST	6	\$ 10,200.00	\$ 61,200.00		\$ -		\$ -		\$ 61,200.00		
64	SEED+FERTILIZE (URBAN)	6	\$ 2,345.00	\$ 14,070.00		\$ -		\$ -		\$ 14,070.00		
65	WATER-SOD/SPEC DITCH CNTL/SLOPE PROTECT	300	\$ 60.00	\$ 18,000.00		\$ -		\$ -		\$ 18,000.00		
66	SILT FENCE	3490	\$ 1.55	\$ 5,409.50	302.00	\$ 468.10		\$ 468.10	8.7%	\$ 4,941.40		
67	SILT FENCE-DITCH CHECKS	90	\$ 1.80	\$ 162.00		\$ -		\$ -		\$ 162.00		
68	RMVL OF SILT FENCE/SILT FENCE-DITCH CHECK	3580	\$ 0.10	\$ 358.00		\$ -		\$ -		\$ 358.00		
69	MAINT OF SILT FENCE/SILT FENCE-DITCH CHECK	3580	\$ 0.10	\$ 358.00		\$ -		\$ -		\$ 358.00		
70	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 8"	4890	\$ 1.55	\$ 7,579.50	178.00	\$ 275.90		\$ 275.90	3.6%	\$ 7,303.60		
71	RMVL OF PERIMETER+SLOPE SEDIMENT CNTL DEV	4890	\$ 0.50	\$ 2,445.00		\$ -		\$ -		\$ 2,445.00		
72	MOBILIZATIONS, EROSION CONTROL	4	\$ 500.00	\$ 2,000.00	3.00	\$ 1,500.00		\$ 1,500.00	75.0%	\$ 500.00		
8001	CHANGEABLE MESSAGE SIGN, PORTABLE	15	\$ 110.00	\$ 1,650.00	15.00	\$ 1,650.00		\$ 1,650.00		\$ -		
8002	TAPPING VALVE ASSEMBLY, 8 INCH	2	\$ 3,960.00	\$ 7,920.00	2.00	\$ 7,920.00		\$ 7,920.00		\$ -		
8003	STREET LIGHTING	1	\$ 109,903.50	\$ 109,903.50	0.35	\$ 38,466.23	\$ 17,258.80	\$ 55,725.03		\$ 54,178.48		
8004	REPLACE MAST ARM, TRAFFIC SIGNAL	1	\$ 2,750.00	\$ 2,750.00		\$ -		\$ -		\$ 2,750.00		
8005	ADDITIONAL LOOP DETECTOR	1	\$ 7,150.00	\$ 7,150.00		\$ -		\$ -		\$ 7,150.00		
8006	FIRE HYDRANT RELOCATION EXTRA WORK	1	\$ 5,390.00	\$ 5,390.00	1.00	\$ 5,390.00		\$ 5,390.00		\$ -		
8007	FIRE HYDRANT ASSEMBLY, WM-201	2	\$ 2,365.00	\$ 4,730.00	2.00	\$ 4,730.00		\$ 4,730.00		\$ -		
8008	INTAKE CORE HOLES	1	\$ 385.00	\$ 385.00	1.00	\$ 385.00		\$ 385.00		\$ -		
8009	COLD WEATHER PROTECTION	1215	\$ 1.00	\$ 1,215.00	1215.00	\$ 1,215.00		\$ 1,215.00		\$ -		
8010	GROUND THAW UNIT	1	\$ 2,200.00	\$ 2,200.00	1.00	\$ 2,200.00		\$ 2,200.00		\$ -		
8011	INSTALL TEMPORARY DELINATORS	35	\$ 82.50	\$ 2,887.50	35.00	\$ 2,887.50		\$ 2,887.50		\$ -		
8012	GRADING FOR TEMPORARY SHOULDERS	1	\$ 2,530.00	\$ 2,530.00	1.00	\$ 2,530.00		\$ 2,530.00		\$ -		
8013	STRAW MULCH STABILIZATION	6	\$ 770.00	\$ 4,620.00	6.00	\$ 4,620.00		\$ 4,620.00		\$ -		
Totals						\$2,136,737.79		\$1,635,953.79	\$17,258.80	\$1,653,212.59	###	\$ 485,525.20

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Grimes Industrial Park II, LLC/Hubbell
Realty Company)

419952-40

Grimes, Iowa

April 14, 2015

A meeting of the City Council of the City of Grimes, Iowa, was held at _____ o'clock
____.m., on April 14, 2015, at the _____, Grimes, Iowa, pursuant to the rules of
the Council.

The Mayor presided and the roll was called, showing members present and absent as
follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter
set out and moved its adoption, seconded by Council Member _____; and
after due consideration thereof by the City Council, the Mayor put the question upon the
adoption of said resolution, and the roll being called, the following named Council Members
voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 04-0515

Resolution setting a date of meeting at which it is proposed to approve a Development Agreement with Grimes Industrial Park II, LLC, including annual appropriation tax increment payments in an amount not to exceed \$481,650

WHEREAS, the City of Grimes, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Grimes Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with Grimes Industrial Park II, LLC (managed by Hubbell Realty Company) (the "Company") in connection with the construction of a new 110,000 square foot warehousing facility as Phase Four of the Grimes Distribution Center Project in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$481,650 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Grimes, Iowa, as follows:

Section 1. This City Council shall meet on April 28, 2015, at 5:30 o'clock p.m., at the Grimes City Hall, 101 NE Harvey Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH
GRIMES INDUSTRIAL PARK II, LLC/HUBBELL REALTY COMPANY AND
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Grimes, Iowa, will meet at the Grimes City Hall, 101 N E Harvey Street, on April 28, 2015, at 5:30 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Grimes Industrial Park II, LLC (managed by Hubbell Realty Company) (the "Company"), in connection with construction of a new 110,000 square foot warehousing facility as Phase Four of the Grimes Distribution Center Project in the Grimes Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$481,650 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Grimes Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Grimes, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Rochelle Williams
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 14, 2015.

Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

••••

On motion and vote the meeting adjourned.

Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS:
CITY OF GRIMES

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk Rochelle Williams

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

April 10, 2015

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: Development Agreement Grimes Industrial Park II, LLC (managed by Hubbell Realty Company)
Our File No. 419952-40

Dear Rochelle:

Attached are copies of proceedings to enable the City Council to act on April 14, 2015 to set April 28, 2015 as the date for a public hearing on the proposed Development Agreement with Grimes Industrial Park II, LLC (managed by Hubbell Realty Company), including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and fax a copy of the published notice to us at (515) 283-1060.

We will prepare and forward to you in time for the April 28, 2015 meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown



March 30, 2015

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

Crossroads Business Park of Grimes Plat 7 – Final Plat

FOX Ref No: 8630-04K.237

FOX Engineering with assistance from David Schneider, PLS, has completed the second review for Crossroads Business Park of Grimes Plat 7 Final Plat. Please address the following comments:

1. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
 - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
 - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
 - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
2. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
3. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
 - a. Signed PDF
 - b. 1 Mylar - Signed
 - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
 - d. Filing - The Developer files the plat once the City releases the resolution.

FINAL PLAT SCHEDULE:

PLANNING & ZONING: April 7, 2015 at 5:30 at the Grimes City Hall

COUNCIL MEETING: April 14, 2015 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

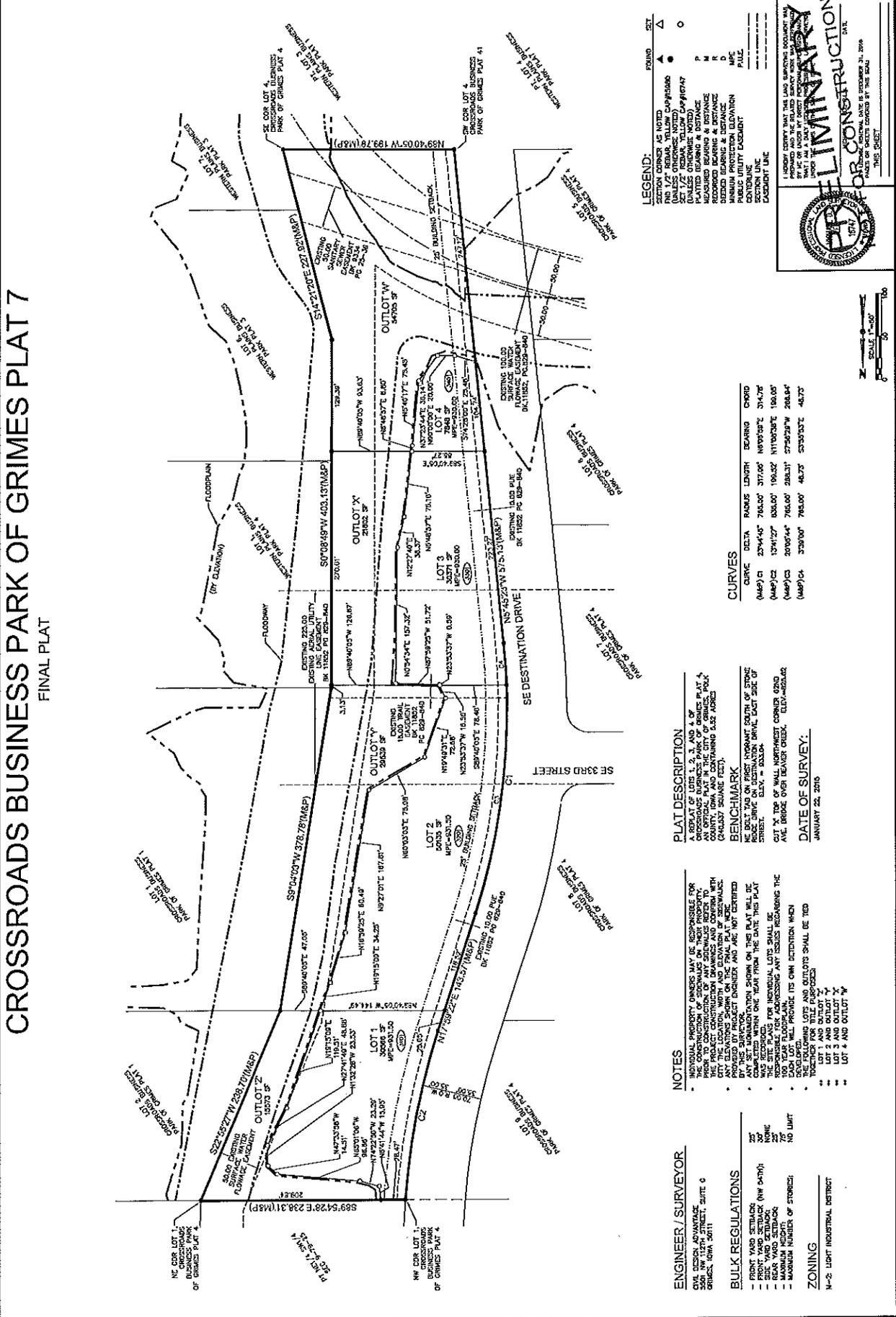
Mitch Holtz

Mitch Holtz, P.E.

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

CROSSROADS BUSINESS PARK OF GRIMES PLAT 7

FINAL PLAT



ENGINEER / SURVEYOR:
 CIVIL DESIGN ADVANTAGE
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111

BULK REGULATIONS:
 - FRONT YARD SETBACK: 25'
 - SIDE YARD SETBACK: NONE
 - REAR YARD SETBACK: 25'
 - MAXIMUM NUMBER OF STORES: NO LIMIT

ZONING:
 M-2 LIGHT INDUSTRIAL DISTRICT

NOTES:
 - INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY.
 - THE PROJECT CONSTRUCTION DRAWINGS WAS COORDINATED WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS PROVIDED BY PROJECT ENGINEER AND ARE NOT CERTIFIED BY THE SURVEYOR.
 - THE SITE PLANS FOR INDIVIDUAL LOTS SHALL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT IS FILED.
 - EACH LOT WILL PROVIDE ITS OWN DETENTION WHEN THE FOLLOWING LOTS AND OUTLOTS SHALL BE TIED TOGETHER FOR TIE PURPOSES:
 - LOT 1 AND OUTLOT Y
 - LOT 2 AND OUTLOT X
 - LOT 3 AND OUTLOT Z

PLAT DESCRIPTION:
 A CORNER OF LOTS 1, 2, 3 AND 4 OF CROSSROADS BUSINESS PARK OF GRIMES PLAT 7, GRIMES, IOWA, AND CONTAINING 5.42 ACRES (241,837 SQUARE FEET).

BENCHMARK:
 THE BOLT TAG ON PIERCE HORMANT SOUTH OF STORES ROAD DRIVE ON DESTINATION DRIVE, EAST SIDE OF STREET. ELEV. = 560.88

DATE OF SURVEY:
 JANUARY 22, 2010

CURVES:

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
(MAP) C1	23°44'45"	716.00'	377.00'	N107°05'27"	374.76'
(MAP) C2	13°11'27"	600.00'	190.00'	N110°03'57"	180.00'
(MAP) C3	20°05'44"	765.00'	288.31'	S75°02'29\"	268.84'
(MAP) C4	37°01'00"	783.00'	48.75'	S73°03'37"	48.73'

LEGEND:

FOUND	SYMBOL	DESCRIPTION
AS LAYED	○	THE 1/2" BROWN YELLOW CORNER MARK (UNLESS OTHERWISE NOTED)
PLANNED	□	PLANNED BEARING & DISTANCE
AS LAYED	○	AS LAYED BEARING & DISTANCE
AS LAYED	○	MINIMUM PROTECTION ELEVATION
AS LAYED	○	PUBLIC UTILITY EASEMENT
AS LAYED	○	SECTION LINE
AS LAYED	○	EASEMENT LINE

PROFESSIONAL SEAL:
 IOWA PROFESSIONAL SURVEYOR
 No. _____
 EXPIRES _____

DISCLAIMER:
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PLAT AND THE PLANNED BEARING AND DISTANCE DATA HAS BEEN CHECKED FOR MATHEMATICAL ACCURACY. THE SURVEYOR HAS NOT CONDUCTED A FIELD SURVEY OF THE PLAT AND DOES NOT WARRANT THE ACCURACY OF THE DATA OR THE LOCATION OF THE CORNERS OR MARKERS.

SCALE:
 1" = 50'

DATE:
 JANUARY 22, 2010

PROJECT:
 CROSSROADS BUSINESS PARK OF GRIMES PLAT 7

CLIENT:
 CIVIL DESIGN ADVANTAGE

CONTACT:
 3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50111
 PHONE: (515) 389-4400 FAX: (515) 389-4410

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

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

March 30, 2015

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

RE: Crossroads Business Park of Grimes Plat 7, City of Grimes, Polk County, Iowa,
(Fox Proj. No. 8630-04K.237)

Dear Mr. Holtz,

I have reviewed the final plat of Crossroads Business Park of Grimes Plat 7, City of Grimes, Polk County, Iowa. The following comments will need to be addressed and/or illustrated on the final plat to comply with the Administrative Code of Iowa and the City of Grimes Subdivision Regulations.

1. I could not find a recorded plat of Crossroads Business Park of Grimes Plat 6. Is there a Plat 6 in the works?
2. List the proprietor of the land included within the boundary of the subdivision. (not required, but good practice to correlate to owner's consent documents)
3. Sign and date the plat.

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

Sincerely,



David P. Schneider PLS, PLA



April 9, 2015

Mayor & City Council

City of Grimes
101 NE Harvey
Grimes, IA 50111

North Sports Complex Fencing Improvements - Recommendation of Award

FOX Ref No: 8630-15P.440

Dear Mayor and City Council:

The City of Grimes received bids on April 8, 2015 for the **North Sports Complex Fencing Improvements Project**. The project consists of paving for dugouts and bleachers and placement of fencing for six (6) ball fields. The work also includes installation of "skinned" area and fencing for four (4) batting cages. The pavement for dugouts and bleachers will be 5" PCC. The existing six (6) ball fields were graded and seeded in 2011. Ballfield 1 will require an extension of infield "skinned" area and all ballfields will require minor grading and seeding in areas of disturbance.

The City received two bids on the project. The Engineer's opinion of probable construction cost was \$273,096.00. The bids ranged from a high bid of \$425,400.00 to a low bid of \$418,500.00. A Bid Tabulation Summary is enclosed for your reference.

Absolute Concrete of Slater, IA submitted the low bid of **\$418,500.00**. The low bid is \$145,404 above the Engineer's opinion (53% above).

Absolute Concrete has done a lot of work in central Iowa and in Grimes, most notably the SE main Street Project in Grimes two years ago. They were established in 1999 and specialize in all different types of concrete paving and have many crews to do their work.

FOX contacted Absolute Concrete to discuss their bid, schedule, and similar projects that they have completed. Absolute believes their bid is reasonable and has found no errors. Absolute believes the milestone dates (May 20, 2015 for Fields 2-6 substantial completion, June 26, 2015 for Field 1 substantial completion) will give enough time for the work to be completed.

A note about the current bidding climate in Iowa:

Currently, the bidding climate in Iowa could be considered "non-competitive" amongst contractors bidding concrete, earthwork and piping projects. Much of the reason for this atmosphere is due to the high amount of construction work that was bid in the months of January and February. Most contractors bid much of their work in the early spring, and have found themselves not needing more work to do in the later parts of the spring because they have not completed the work they bid earlier in the year quite yet. Contractors that are bidding do not need to bid low because they are not competing as much against other contractors for the work (as evidenced by only having two bidders). Also, contractors like Absolute are unable to get competitive bids from their subs that will be helping with the project, which further drives up the cost. The bid results for this project reflect this "non-competitive" climate. Just like the Iowa weather, it is unknown whether this climate will continue into the later months of 2015, or become more competitive, or even less competitive.

To evaluate Absolute's Bid we discussed their current projects and reviewed their performance on previous projects. Based on these investigations, we believe Absolute Concrete has the practical knowledge of the work, adequate equipment and personnel, sufficient schedule, and financial resources to complete the work.

FOX also discussed the submitted bid relative to the engineer's bid estimate. Much of the price difference between the bid and estimate was found to be attributed to:

1. Absolute being a general contractor for a "fencing" project where the concrete work that they specialize in is minimal
2. Short window of time to get the project completed
3. Difficulty finding subcontractors (other than fencing contractors) to do the work
4. It is a relatively "small" project

After an evaluation of the bids and a discussion with Absolute to find any savings within the project, **FOX recommends that all bids for the North Sports Complex Fencing Improvements Project be rejected.**

It is our opinion that the low bid of \$418,500.00 is non-competitive. We anticipate more competitive bids in the summer/fall of 2015, especially if the project can be restructured to attract more bidders or contain more construction elements that would be desirable to a general contractor that is not a fencer (such as additional parking for trails/parking). It should be understood that inflation or other unknown forces could increase construction prices and it is possible the City could get a higher bid for the installation of materials within the current project.

If the city desires to move forward with the proposed project, we believe Absolute Concrete's bid represents the lowest responsive, responsible bid for the project and is in the best interests of the project. Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Grimes requirements.

According to bidding documents, the Council has the following options:

- Option 1: Award the project to Absolute Concrete for \$418,500.00
- Option 2: Reject all bids

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Very truly yours,
FOX Engineering Associates, Inc.

Mitch Holtz, P.E.

Mitch Holtz, P.E.

Enclosures: Bid Tab
Notice of Award

CC: Sonny Hall, Absolute Concrete



BID TABULATION

North Sports Complex Fencing Improvements
City of Grimes, Iowa

BID DATE: April 8, 2015 @ 10:00 AM
FOX PN: 8630-15P-440

ITEM NO.	DESCRIPTION	UNITS	QTY	Engineer's Opinion Probable Cost		Absolute Concrete PO Box 148 Slater, IA 50244 Bid Bond		Elder Corporation 5088 East University Ave. Des Moines, IA 50327 Bid Bond	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	CHECK OR BID BOND								
1	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
2	BALLFIELD 1 CONSTRUCTION	EA	1	\$ 52,381.00	\$ 52,381.00	\$ 77,000.00	\$ 77,000.00	\$ 88,000.00	\$ 88,000.00
3	BALLFIELD 2-4, & 6 CONSTRUCTION	EA	4	\$ 30,762.50	\$ 123,050.00	\$ 55,000.00	\$ 220,000.00	\$ 49,000.00	\$ 196,000.00
4	BALLFIELD 5 CONSTRUCTION	EA	1	\$ 31,685.00	\$ 31,685.00	\$ 58,000.00	\$ 58,000.00	\$ 55,000.00	\$ 55,000.00
5	BATTING CAGE	EA	4	\$ 12,620.00	\$ 50,480.00	\$ 9,750.00	\$ 39,000.00	\$ 9,000.00	\$ 36,000.00
6	EROSION CONTROL PROVISIONS	LS	1	\$ 500.00	\$ 500.00	\$ 9,500.00	\$ 9,500.00	\$ 15,000.00	\$ 15,000.00
Total				\$	273,096.00		\$ 418,500.00		\$ 425,000.00

NOTICE OF AWARD

Date of Issuance: April 14, 2015

Owner: City of Grimes, Iowa Owner's Contract No.:

Engineer: FOX Engineering Associates, Inc. Engineer's Project No.: 2454-15A

Project: Hwy 141 Sanitary Sewer Contract Name:
Improvements Project

Bidder: J&K Contracting, LLC

Bidder's Address: 1307 E Lincoln Way, Ames, IA 50010

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 8, 2015 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Hwy 141 Sanitary Sewer Improvements project. Work includes installation of approximately 1,330 feet of 30" gravity sanitary sewer along an existing sanitary sewer alignment. Installation also includes removal of 130 feet of existing 15" sanitary sewer and minor pavement removal and replacements along with seeding of disturbed areas.

The Contract Price of the awarded Contract is: \$343,170.00 (unit prices)

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents will be transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security bonds and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent:
 - a. Paragraph 2.05 states that before starting construction a preliminary progress schedule, a preliminary schedule of submittals, and a preliminary schedule of values are required.
 - b. A preconstruction conference is required.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

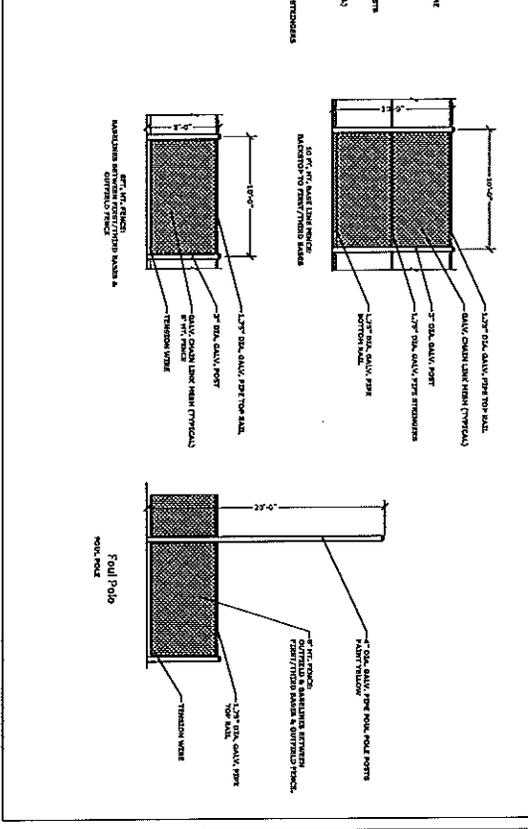
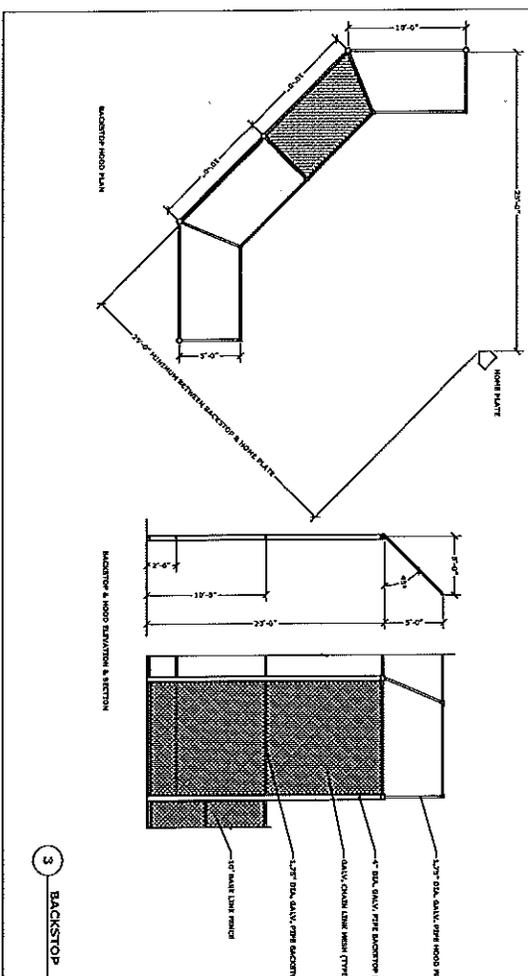
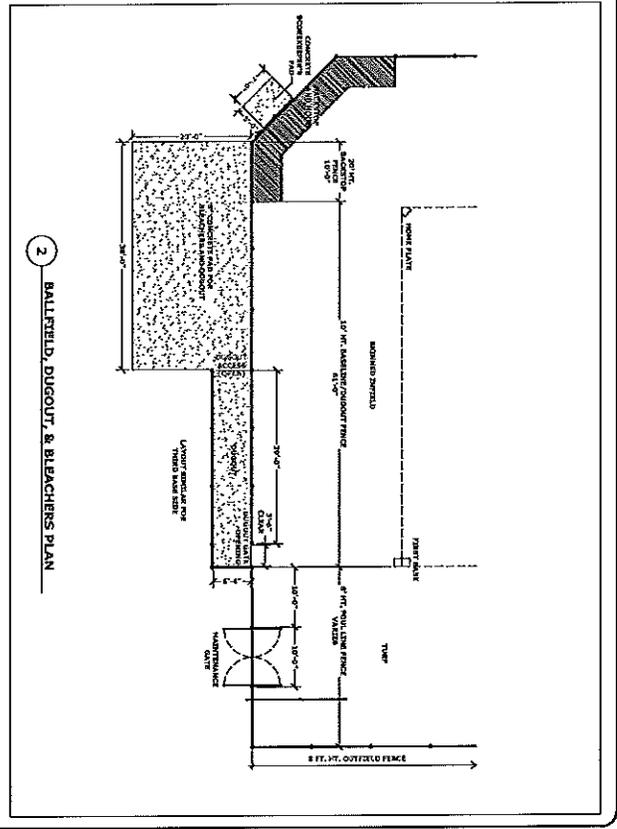
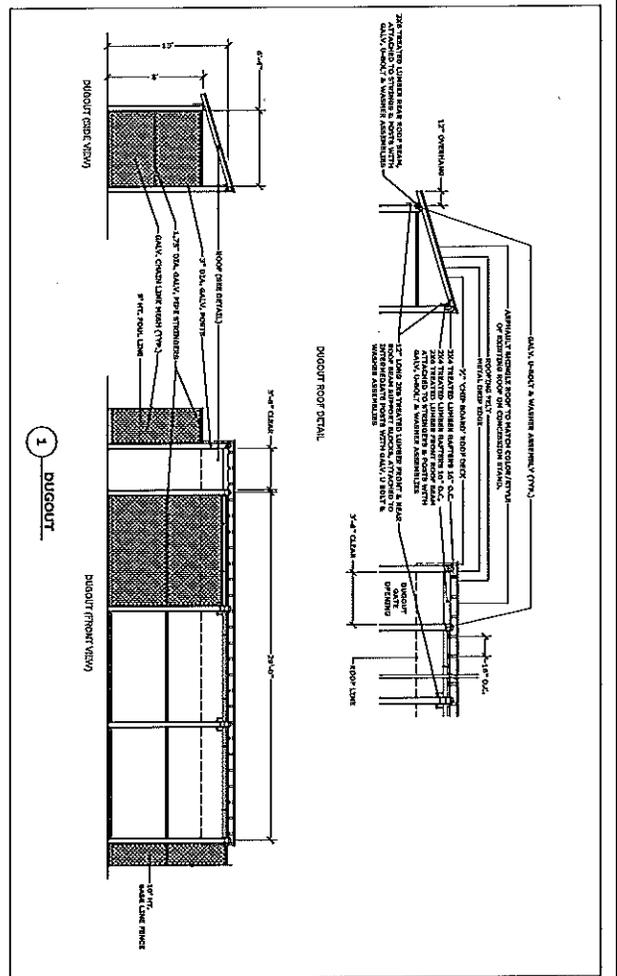
Authorized Signature

By:

Title:

Copy: Engineer

DATE: 11/15/10	BY: J. B. BROWN
PROJECT: NORTH GLENNES COMPLEX FENCING IMPROVEMENTS	LOCATION: GLENNES, IOWA
NO. OF SHEETS: 4	SHEET NO.: 4





April 9, 2015

Mayor & City Council

City of Grimes
101 NE Harvey
Grimes, IA 50111

Hwy 141 Sanitary Sewer Improvements - Recommendation of Award

FOX Ref No: 2454-15A.440

Dear Mayor and City Council:

The City of Grimes received bids on April 8, 2015 for the **Hwy 141 Sanitary Sewer Improvements Project**. The project consists of construction of sanitary sewer to increase capacity of an undersized sanitary sewer north of SE 19th Street along Highway 141. Construction generally consists of installation of approximately 1,330 feet of 30" gravity sanitary sewer along an existing sanitary sewer alignment. Installation also includes removal of 130 feet of existing 15" sanitary sewer and minor pavement removal and replacements along with seeding of disturbed areas.

The City received two bids on the project. The Engineer's opinion of probable construction cost was \$259,750.00. The bids ranged from a high bid of \$345,400.00 to a low bid of \$343,170.00. A Bid Tabulation Summary is enclosed for your reference.

J&K Contracting, LLC of Ames, IA submitted the low bid of **\$343,170.00**. The low bid is \$83,420 above the Engineer's opinion (32% above).

J&K performs much of their work in Central Iowa. They've done work in Grimes on many of the subdivisions and site plans and is currently the utility contractor for the Metro Waste Authority Transfer Station in Grimes. They were established in 2007 and specialize in water/wastewater piping and have the capability to construct deep sewer projects.

FOX contacted J&K Contracting to discuss their bid, schedule, and similar projects that they have completed. J&K believes their bid is reasonable and has found no errors. J&K believes the July 10, 2015 substantial completion date will give enough time for the work to be completed. They've also stated that they are looking forward to getting started on this project right away after notice is given.

J&K plans to utilize subcontractors to complete some of the work as follows:

- Traffic Control & Pavement Markings
- Pavement Patch
- Erosion Control & Seeding

To evaluate their Bid we discussed their current projects and reviewed their performance on previous projects. The firm has a history of satisfactory performance on similar projects in Iowa. Based on these investigations, we believe J&K Contracting, LLC has the practical knowledge of the work, adequate equipment and personnel, sufficient schedule, and financial resources to complete the work.

Therefore, FOX recommends that the HWY 141 Sanitary Sewer Improvements Project be awarded to J&K Contracting, LLC for their Total Bid of \$343,170.00.

We believe this represents the lowest responsive, responsible bid for the project and is in the best interests of the project. Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Grimes requirements.

According to bidding documents, the Council has the following options:

- Option 1: Award the project to J&K Contracting, LLC for \$343,170.00.
- Option 2: Reject all bids.

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Very truly yours,
FOX Engineering Associates, Inc.

John Gade, P.E.

John Gade, P.E.

Enclosures: *Bid Tab*
Notice of Award

CC: *Jamie Crubaugh, J&K Contracting, LLC*

BID TABULATION

HWY 141 SANITARY SEWER IMPROVEMENTS
City of Grimes, Iowa

BID DATE: _____
FOX PN: 2454-15A

ITEM NO.	DESCRIPTION	UNITS	QTY	Engineer's Opinion Probable Cost		TOTAL PRICE	J&K Contracting, LLC 1307 E Lincoln Way Ames, IA 50010 Bid Bond		H&W Contracting, LLC 3416 W Hovland Drive Sioux Falls, SD 57107 Bid Bond	
				UNIT PRICE	TOTAL PRICE		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	CHECK OR BID BOND									
	DIVISION 1 - GENERAL									
1.01	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
1.02	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,550.00	\$ 5,550.00	\$ 5,550.00
2.01	CLEARING AND GRUBBING, TREE REMOVAL, TREE TRIMMING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	DIVISION 2 - EARTHWORK									
3.01	TRENCH FOUNDATION	TON	100	\$ 25.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$ 20.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 25.00	\$ 2,500.00	\$ 2,500.00
3.03	COMPACTION TESTING	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	DIVISION 3 - TRENCH & TRENCHLESS CONSTRUCTION									
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, 30-INCH	LF	1,330	\$ 135.00	\$ 179,550.00	\$ 179,550.00	\$ 179,550.00	\$ 175.00	\$ 232,750.00	\$ 232,750.00
4.02	CUT AND CAP EXISTING SANITARY SEWER	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
4.03	PLUG EXISTING SANITARY SEWER IN MANHOLE	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4.04	REMOVAL OF EXISTING SANITARY SEWER	LF	130	\$ 20.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 20.00	\$ 1,950.00	\$ 2,600.00
4.05	TILE REPAIR, 4-INCH TO 10-INCH	LF	100	\$ 30.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15.00	\$ 1,500.00	\$ 1,500.00
	DIVISION 4 - SEWERS AND DRAINS									
	DIVISION 5 - WATER MAIN & APPURTENANCES (NOT USED)									
	DIVISION 6 - STRUCTURES FOR SANITARY & STORM SEWERS									
6.01	SANITARY SEWER MANHOLE - 60-INCH SW-301	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 20,000.00	\$ 25,000.00
6.02	CONNECT TO EXISTING 30-INCH STUB	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00
6.03	CONNECT TO EXISTING STRUCTURE	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00
	DIVISION 7 - PAVEMENT & APPURTENANCES									
7.01	PCC PAVEMENT, CURB, MEDIAN REMOVAL AND REPLACEMENT	SY	116	\$ 100.00	\$ 11,600.00	\$ 11,600.00	\$ 11,600.00	\$ 95.00	\$ 11,020.00	\$ 14,500.00
7.02	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,650.00	\$ 2,650.00	\$ 2,500.00
	DIVISION 8 - TRAFFIC SIGNALS (NOT USED)									
	DIVISION 9 - SITE WORK & LANDSCAPING									
9.01	SEEDING, FERTILIZING, AND MULCHING - TYPE 1	AC	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00
9.02	EROSION CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,650.00	\$ 2,650.00	\$ 5,000.00
	Total				\$ 259,750.00	\$ 259,750.00	\$ 259,750.00	\$ 343,170.00	\$ 343,170.00	\$ 345,400.00

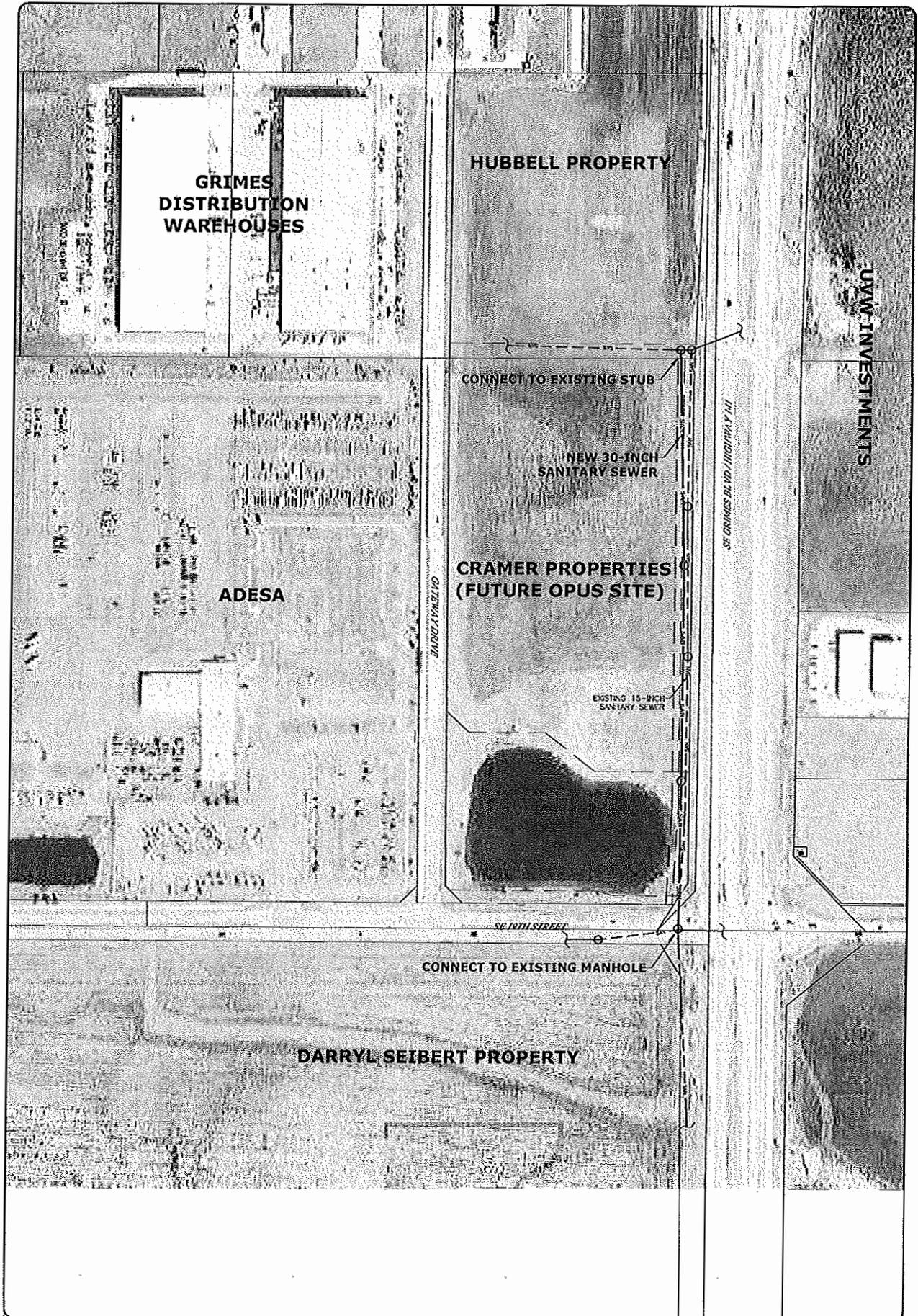


FIG 1
 SANITARY SEWER IMPROVEMENTS

SANITARY PLAN OVERVIEW
 HWY 141 SANITARY SEWER IMPROVEMENTS
 CITY OF GRIMES
 GRIMES, IA



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

DATE	REVISION	BY	DATE
		354	06/15
		360/32	06/15
			06/15/15

2015 ADDITION TO THE GRIMES URBAN
RENEWAL AREA DESIGNATION AND
PLAN HEARING

419952-40

Grimes, Iowa

April 14, 2015

The City Council of the City of Grimes, Iowa, met on April 14, 2015, at ____ o'clock, __.m., at the _____, in the City for the purpose of conducting a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the designation of the expanded Grimes Urban Renewal Area and on an urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area”, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Grimes Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

WHEREAS, a proposal has been made which shows the desirability of expanding the boundaries of the Urban Renewal Area to include all the property (the "Property") described on Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

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

WHEREAS, notice of a public hearing by the City Council of the City on the question of amending the plan for the Urban Renewal Area and designating the expanded boundaries, pursuant to Chapter 403, Code of Iowa, and the Council has conducted said hearing on April 14, 2015; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the Dallas-Center Grimes Community School District; the consultation meeting was held on the ___ day of _____, 20__; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa, is found to exist in the City on the Property. Nothing in this action shall be interpreted as nullifying or modifying previous findings made by this City Council with respect to the portions of the Property which have already been designated as part of the Urban Renewal Area by prior action of the Council.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. Proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the city in accordance with sound planning standards and local community objectives.

Section 5. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

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

Passed and approved April 14, 2015.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
Expanded Grimes Urban Renewal Area
(Updated and Expanded Boundaries)

The Grimes Urban Renewal Area shall include the following described real property:

All real property situated within the incorporated limits of the City of Grimes, Counties of Polk and Dallas, State of Iowa, as of April 1, 2015.

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK
CITY OF GRIMES

SS:

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

WITNESS MY HAND this ___ day of _____, 2015.

City Clerk

(Please attach to this certificate a copy of the minutes or a resolution of the Planning and Zoning Commission showing the action taken by that Commission with respect to the urban renewal plan amendment.)

STATE OF IOWA
COUNTY OF POLK
CITY OF GRIMES

SS:

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

WITNESS MY HAND this ___ day of _____, 2015.

City Clerk

April 9, 2015

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: Grimes Urban Renewal Area (2015 Addition)
Our File No. 419952-40

Dear Rochelle:

Attached please find the proceedings for use by your City Council at their April 14, 2015 meeting covering the City Council's action in holding a public hearing on the designation of the expanded Grimes Urban Renewal Area for the City and adopting a resolution to approve the amended urban renewal plan for that Area.

Please return one fully executed set of these proceedings, once all the actions have been taken, and contact me if you have any questions.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown
Travis Squires

CITY OF GRIMES, IOWA
URBAN RENEWAL PLAN AMENDMENT
GRIMES URBAN RENEWAL AREA

April, 2015

The Urban Renewal Plan (the "Plan") for the Grimes Urban Renewal Area (the "Urban Renewal Area") is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Addition of Property. The boundaries of the Urban Renewal Area are, by virtue of this amendment, being expanded to include the real property (the "Property") legally described on Exhibit A hereto. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Area.

2) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following described project description:

A)

Name of Project: Sports Complex Improvements Project

Name of Urban Renewal Area: Grimes Urban Renewal Area

Date of Council Approval of Project: April 14, 2015

Description of Project and Project Site: The Sports Complex Improvements Project will consist of the construction of improvements on the Property (as defined above) including (i) the construction of trail system improvements; (ii) the construction of sidewalk improvements; (iii) the construction of a concession stand; (iv) the construction of ball diamonds and the installation of lighting and fences; and (v) the construction of parking lot improvements.

To the extent that the City does not construct the Sports Complex Improvements Project on the Property, the City reserves the right to construct improvements of such nature at existing parks in the City under the urban renewal authority of this Amendment.

It is anticipated that the completed Sports Complex Improvements Project will have a positive impact on commerce in the Urban Renewal Area through the provision of enhanced recreational amenities.

Description of Use of TIF for Project: It is anticipated that the City will pay for the Sports Complex Improvements Project with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be

repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Sports Complex Improvements Project will not exceed \$1,400,000.

Analysis of Use of TIF: Because the Sports Complex Improvements Project includes City building improvements, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Sports Complex Improvements Project and alternative development and funding options for the Sports Complex Improvements Project, in accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa. The results of that analysis are summarized as follows:

1) Alternate Development Options: The City Council has determined the provision of superior parks and recreational facilities are essential to the economic development of the City. Maintaining and enhancing the parks of the City, as described above, will positively impact commerce, growth and development in the Area. The construction of the Sports Complex Improvements Project on the Property will promote the highest and best use of the Property.

2) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: The City does not have a Local Option Sales and Services Tax in place.

* General Fund: The City is at its \$8.10 per thousand levy limit for the General Fund, and the annual proceeds from this levy are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund reserves to aid in the Sports Complex Improvements Project funding without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City does not have authority to levy a debt service tax for general obligation indebtedness for the Sports Complex Improvements Project. It is not feasible for the City to acquire the authority, either through full referendum or reverse referendum, to issue general obligation indebtedness for the Sports Complex Improvements Project without the ability to assure the voting public that tax increment financing will be available to assist with the funding, if needed. The use of tax increment financing will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Project.

B)

Name of Project: 2015 Prairie Business Park Commercial/Industrial Development Project

Name of Urban Renewal Area: Grimes Urban Renewal Area

Date of Council Approval of Project: April 14, 2015

Description of Project and Project Site: Certain property (the “Prairie Business Park Property”) situated in the Urban Renewal Area has been identified by the prior action of the City Council as a property in need of economic development initiatives. Prairie Business Park, LLC (the “Developer”) has proposed to undertake the development of a new commercial and industrial business park (the “Prairie Business Park Project”) on the Prairie Business Park Property.

The Prairie Business Park Property is legally described as follows:

37.06 acres described as:

NW ¼ of the NW ¼ of Section 17-79-25

Less 2.51 acres of future road right-of-way currently governed by an easement for public highway purposes

Less 0.45 acres of future road right-of-way along SE 37th Street

Less 0.58 acres of future road right-of-way along S. James Street

Less 0.86 acres for both the construction of SE 46th Street and the future road right-of-way along SE 46th Street

Description of Public Infrastructure: In order to assist the Developer in the promotion of the highest and best commercial and industrial use of the Prairie Business Park Property, the City will cause certain public infrastructure improvements (the “Public Improvements Project”) to be constructed on the Prairie Business Property.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and right-of-way as are necessary to construct the Public Improvements Project.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developer with respect to the Prairie Business Park Project. Under the Agreement, the City will provide economic development incentive payments (the “Payments”) to the Developer in an amount not to exceed \$1,300,300. The Payments will be funded exclusively with the incremental property tax revenues to be received from the Prairie Business Park Property for a period not to exceed five years.

It is anticipated that the City will pay for the Public Improvements Project with either borrowed funds or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Public Improvements Project will not exceed \$1,300,000.

C)

Name of Project: 2015 Hubbell Warehouse Development/Grimes Distribution Center Project (Phase 4)

Name of Urban Renewal Area: Grimes Urban Renewal Area

Date of Council Approval of Project: April 14, 2015

Description of Project and Project Site: Certain property (the "Hubbell Property") situated in the Urban Renewal Area has been identified by the prior action of the City Council as a property in need of economic development initiatives. Grimes Industrial Park II, LLC (managed by Hubbell Realty Company) (the "Company") has proposed to undertake the construction of a new 110,000 square foot warehousing facility (the "Distribution Center Project") on the Hubbell Property.

The Hubbell Property is legally described as follows:

Parcel "B" of Lot 5 in Grimes Business Park Plat 2, an Official Plat, per that Plat of Survey filed in Book 15199, Page 126 in the Office of the Recorder for Polk County, Iowa, now included in and forming a part of the City of Grimes, Polk County, Iowa.

Description of Public Infrastructure: No public infrastructure construction is anticipated with respect to the Distribution Center Project.

Description of Properties to be Acquired in Connection with Project: It is not anticipated that the City will acquire real property in connection with the Distribution Center Project.

Description of Use of TIF: The City intends to enter into a development agreement (the "Agreement") with the Company with respect to the Distribution Center Project. Under the Agreement, the City will provide economic development incentive payments (the "Payments") to the Company in an amount not to exceed \$481,650. The Payments will be funded exclusively with the incremental property tax revenues to be received from the Hubbell Property for a period not to exceed seven years.

D)

Name of Project: 2015 Heritage at Grimes Development

Name of Urban Renewal Area: Grimes Urban Renewal Area

Date of Council Approval of Project: April 14, 2015

Description of Project and Project Site: Certain property (the “Heritage Property”) situated in the Urban Renewal Area has been identified by the prior action of the City Council as a property in need of economic development initiatives. GABUS (the “Developer”) has proposed to undertake residential and commercial development and the construction of certain corresponding public infrastructure improvements (the “Heritage Project”) on the Heritage Property.

The Heritage Property is bounded on the east by Highway 141, bounded on the west by James Street and bounded by vacant ground to the north and south.

Description of Public Infrastructure Projects: In order to assist the Developer in the promotion of the highest and best commercial and residential use of the Heritage Property and to accommodate the commercial transportation infrastructure needs of the City, the City will cause the construction of Beaverbrooke Boulevard on the Heritage Property, and the Developer will reimburse the City for a portion of the costs of the Public Improvements Project. The City will also undertake installation of traffic signalization at the intersection of Beaverbrooke Boulevard and Highway 141.

Description of Properties to be Acquired in Connection with Project: The City will acquire such easement territory and rights-of-way as are necessary to construct the Public Infrastructure Projects.

Description of Use of TIF: The City intends to enter into a development agreement (the “Agreement”) with the Developer with respect to the Heritage Project. Under the Agreement, the City will provide economic development incentive payments (the “Payments”) to the Developer in an amount not to exceed \$3,000,000. The Payments will be funded exclusively with the incremental property tax revenues to be received from the Heritage Property for a period not to exceed ten years.

E)

Name of Project: 2015-2017 Street Enhancement Program (the “Project”)

Name of Urban Renewal Areas: Grimes Urban Renewal Area

Date of Council Approval of Project: April 14, 2015

Description of Project and Project Site: The Project will consist of the construction of street and bridge improvements; construction of curb and gutter improvements; construction of storm water system, sanitary sewer system and waterworks system improvements; sidewalk improvements; the installation of street lights and traffic signals; and the incidental utility, landscaping, site clearance and cleanup work related thereto on an along the following public rights-of-way in the City:

Name of Street	Amount
Autumn Park Boulevard Resizing	\$ 75,000
NW 70 th Street Improvements	\$866,900
North James Bridge Improvements	\$444,000
North James and Beaverbrooke Intersection Improvements	\$2,200,000
SE Gateway Drive Street Extension	\$275,000
NE Main Street Improvements from 1 st Street to 10 th Street	\$2,200,000

Description of Properties to be Acquired in Connection with Program: : The City will acquire such easement territory and rights-of-way as are necessary to construct the improvements under the Street Program.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Street Program with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Street Program will not exceed \$6,060,900.

3) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$39,375,001</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this April, 2015 Amendment:*	<u>\$13,542,850</u>

EXHIBIT A

All real property situated within the incorporated limits of the City of Grimes, Counties of Polk and Dallas, State of Iowa, as of April 1, 2015



RECEIVED MAR 26

BOARD OF DIRECTORS

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Carol J. Griglione

Vice President

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Barbara Paradise

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Connie Wimer

Karen Worth

EXECUTIVE DIRECTOR

Tom L. Colvin

ARL-iowa.org

March 24, 2015

City of Grimes
Attn: Rochelle Williams
101 N Harvey St
Grimes IA 50111

Dear Ms. Williams:

For many years, the City of Grimes and the Animal Rescue League of Iowa, Inc. (ARL) have partnered on the difficult task of dealing with stray animals brought to us by citizens of Grimes for the purpose of animal welfare and public safety.

With hopes of continuing that relationship, I have enclosed a contract for moving forward. As you well know, animal issues can be difficult. By partnering with the expertise at the ARL, we can minimize the difficulty. Together we can do what's best for the animals and citizens on Grimes.

Sincerely,

Tom Colvin
Executive Director

ARL Main Shelter
& Administration
5452 NE 22nd Street
Des Moines, IA 50313
515/473-9101

ARL Pet Adoption West
1500 22nd Street
West Des Moines, IA 50265
515/440-0979

ARL Pet Adoption South
Southridge Mall
1111 E Army Post Road
Des Moines, IA 50315
515/285-9870

ARL Animal Care
& Control Center
1615 SE 14th Street
Des Moines, IA 50320
515/284-6905

ANIMAL SHELTER SERVICES AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2015, by and between the City of Grimes ("City") and the Animal Rescue League of Iowa, Inc. (the "ARL"), an Iowa nonprofit corporation.

Purpose. Under this Agreement, the ARL will provide animal shelter and impoundment services to City, including impoundments which the City may be required to provide pursuant to certain of its ordinances, ordinances of municipalities with which the City contracts, or state law.

ARL will provide: The ARL shall provide shelter services to stray dogs and cats delivered to its shelter location by citizens of the City. Unless claimed by the owner, the ARL will make non-bite animals not otherwise designated for euthanasia available for adoption when appropriate, and the ARL will humanely euthanize unclaimed, non-adopted animals in accordance with the ARL's publicly available policies. Unless instructed otherwise by the City in writing, the ARL shall comply with all applicable impoundment period requirements of the City Code or ordinances, and with similar provisions of any other applicable ordinance, or State law or regulation. Unless the ARL is otherwise instructed by the City, non-bite animals bearing a license tag or other identification reasonably enabling determination of ownership shall be retained for seven days prior to adoption or euthanasia and animals whose ownership cannot be reasonably established shall be retained for seven days.

Compensation. In consideration for the services provided by the ARL, the City will pay the ARL as follows:

Animals reclaimed by their owners will not be charged to the City.

For the provision of acceptance and shelter services to live stray animals delivered to the ARL by citizen of the City, \$125.00 per animal. There shall be no charge for un-weaned offspring of an animal delivered at the same time as the mother.

An apparent set of littermates, unaccompanied by the mother
and over six (6) weeks of age, received together, shall be \$125.00

regarded as a single animal.

Records Access. The ARL shall keep and make available to the City such intake information of strays from the City of City. Such records shall be retained as required by the ARL under their document retention policies.

Licenses and Compliance. The ARL shall apply for, and maintain, all necessary or applicable licenses, certifications and inspections relevant to current health, fire, safety, and professional standards. Any deficiencies or violations must be corrected immediately or immediate action taken to seek variances. The ARL shall comply with all other applicable state, federal and local laws, ordinances, rules and regulations and shall not deny, restrict access to, or provide inferior services to any person, or deny or restrict employment opportunities, including promotional opportunities, to any applicant or current employee, on the basis of sex, age, race, national origin, religion, sexual orientation or physical or mental disability.

Indemnification and Insurance. City shall defend, indemnify, save and hold harmless the ARL and its officers, agents and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of or by reason of property damage, personal injury, bodily injury, professional malfeasance or misfeasance, or any other damage or injury, resulting directly or indirectly from acts or omissions of City, its agents, officers, employees, assigns, volunteers, clients, or other persons acting on behalf of or under the direction or control of City in its performance pursuant to this Agreement, including but not limited to any injuries allegedly arising from seizure of animals on property or entry onto property. City further agrees to pay the cost of any litigation, including attorney fees, arising out of the aforementioned claims, demands, actions or causes of action, regardless of their merit or lack thereof.

The ARL shall defend, indemnify, save and hold harmless the City and its officers, agents and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of or by reason of property damage, personal injury, bodily injury, professional malfeasance or misfeasance, or any other damage or injury, resulting directly or indirectly from acts or omissions of the ARL, its agents, officers, employees, assigns, volunteers, clients, or other persons acting on behalf of or under the direction or control of the ARL in its performance pursuant to this Agreement, including but not limited to any injuries allegedly caused to or by animals on ARL property. The ARL further agrees to pay the cost of any litigation, including attorney fees, arising out of the aforementioned claims, demands, actions or causes of action, regardless of their merit or lack thereof. The ARL shall acquire and retain throughout

the term of this Agreement suitable and sufficient insurance, and fidelity bonding, so as to protect it, its entire staff including contract employees, its clients, the City and the general public against any loss, injury, damage, or other liability arising from any wrongful or negligent act or omission in connection with responsibilities assumed by the ARL under the terms of this Agreement.

Term and Termination. This Agreement shall be effective for animals delivered during the term of this Agreement, and any extensions thereto, but may be earlier terminated for any reason and at any time by either party upon at least sixty (60) days prior written notice. Such notice, or any other notice required or permitted to be given hereunder, shall be addressed, if to the ARL, to the Executive Director, Animal Rescue League of Iowa, Inc., 5452 N.E. 22nd Street, Des Moines, Iowa 50313, or if to the City to:

_____ or to such other address as either party shall have notified the other party of, in writing. Notice shall be deemed given when deposited with the U.S. Postal Service, registered or certified, addressed as specified.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as set forth above.

CITY OF GRIMES

ANIMAL RESCUE LEAGUE OF
IOWA, INC.

By: _____

By: _____



ORDINANCE #645

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES CHAPTER 47 BY ADDING CHAPTER 47.27 ESTABLISHING A TOBACCO-FREE PARKS AND TRAILS POLICY FOR THE CITY OF GRIMES, IOWA

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

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Chapter 47

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Chapter 47 Park Regulations adding section 47.27 Establishing a Tobacco Free Parks and Trails Policy for the City of Grimes, Iowa.

47.27 Tobacco-Free Parks and Trails Policy for the City of Grimes, Iowa

Section 142D.3 of the Code of Iowa (the Smokefree Air Act) prohibits smoking in public places, including the following out-door areas; the seating areas of outdoor sports arenas and the grounds of any public buildings owned or under the control of a city; therefore no tobacco shall be allowed in or discarded in any of the city parks, trails or green spaces. Tobacco is defined as any smoking or spit tobacco product, including any lit or unlit cigarette, cigar, blunt, bidis, clove cigarette, e-cigarette, pipe, chewing tobacco, dissolvable tobacco, dip, snuff or snus and includes any other product or item containing or reasonable resembling tobacco or tobacco products. Tobacco-Free signs shall be posted in all parks, trails, and facilities that conform to the requirement of Section 142D.6 of the Code of Iowa. Any person found violating this policy will be asked to cease use of tobacco and leave the city park or facility premises.

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

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

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

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

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

ABACI CONSULTING, INC

CIVIL ENGINEERING • LAND SURVEYING

101 NE Circle Drive, Grimes, Iowa 50111 Ph. (515) 986-5048 Fax: (515) 986-0588
e-mail: Abaci@AbaciConsulting.com

April 9, 2015

Mitch Holtz, PE
Fox Engineering Associates, Inc.
414 S 17th St – Suite 107
Grimes, IA 50010

Re: 100 NE 2nd St
Parking Lot Construction

Mitch:

Abaci Consulting is in receipt of the 4/06/15 Fox Engineering review comment letter regarding the 4/03/15 submittal of the Site Plan for proposed parking lot construction at 100 NE 2nd St in Grimes, IA. The 4/06/15 review comments have been addressed as follows:

Review Comment #1: *A Pavement Note has been added to Site Plan Sht 1 indicating that the project consists of paving a parking area within Lots 1 & 2 to provide additional parking for the existing office building located within Lots 2 & 3.*

Review Comment #2: *A Storm Detention Note has been added to Site Plan Sht 1 indicating that the 'common' storm water detention area provides detention for all of Lots 1, 2 & 3 and any future development within Lots 1, 2 or 3 that increases impervious surface will necessitate modifications to the detention area to accommodate said increase in impervious surface and said modifications will be the responsibility of the applicant proposing the development.*

Review Comment #3: *The Legal Description has been revised to include Lots 1, 2 & 3 since work will be occurring on all 3 lots.*

Review Comment #4: *Since alley paving is now a part of the Site Plan, the curbs stops at this location have been deleted.*

Review Comment #5: *Alley paving is now included as part of the Site Plan and the Applicant, Rick Hutcheson, will be submitting a letter to the City Council requesting that the City fund the alley paving.*

Review Comment #6: *Refer to Review Comment #5.*

Review Comment #7: *A Zoning Note has been added to Site Plan Sht 1 indicating that the site is located within the Highway 44 Mixed Use Development Corridor Overlay District.*

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101 NE Circle Drive, Grimes, Iowa 50111 Ph. (515) 986-5048 Fax: (515) 986-0588
e-mail: Abaci@AbaciConsulting.com

Review Comment #8: *A Sheet Index is now provided on Sht 1 of the Site Plan.*

Review Comment #9: *Parking lot setbacks are now shown on Site Plan Sht 1.*

Review Comment #10: *The existing sanitary service is now shown on Site Plan Sht 1 as capped & abandoned 20' beyond the property line.*

Review Comment #11: *The existing water service is now shown on Site Plan Sht 1 as capped & abandoned 20' beyond the property line.*

Review Comment #12: *Distance from new NE 2nd St sidewalk to property line is now indicated on Site Plan Sht 1.*

Review Comment #13: *A connection from the existing parking lot to the new NE 2nd St public sidewalk is now shown on the Site Plan.*

Review Comment #14: *This proposal consists of additional parking (not required) for the existing office building, to provide rear door access for employees. No handicap stalls are proposed as public handicap access for the existing office building is currently provided at the front parking area.*

Review Comment #15: *Since this parking is being constructed by the Applicant voluntarily to provide additional parking for the existing office building and is not part of any City requirement, there is no parking required. Parking provided is indicated on Site Plan Sht 1.*

Review Comment #16: *Boundary dimensions are now shown on the Site Plan.*

Review Comment #17: *PCC in lieu of crushed asphalt is now indicated on Site Plan for all paved areas.*

Review Comment #18: *Grade for new NE 2nd St sidewalk has been revised so that the longitudinal grade of the new walk connecting to the existing NE James St walk does not exceed 2%.*

Review Comment #19: *The rear door locations for the existing office building are now shown on the Site Plan.*

Review Comment #20: *Information regarding erosion control & site stabilization is now provided on Site Plan Sht 1 (Grading Notes).*

Review Comment #21: *Landscape Notes/Calculations are now provided on Site Plan Sht 2.*

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Page 2 of 3

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ABACI CONSULTING, INC

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101 NE Circle Drive, Grimes, Iowa 50111 Ph. (515) 986-5048 Fax: (515) 986-0588
e-mail: Abaci@AbaciConsulting.com

Review Comment #22: *Mature plant sizes are now indicated on Site Plan Sht 2 (Landscape Notes).*

Review Comment #23: *No site signage is proposed.*

Review Comment #24: *The rear door wall packs on the existing office building will provide lighting for the proposed parking lot and said wall packs are now indicated on Site Plan Sht 1.*

Review Comment #25: *So Noted*

Review Comment #26: *The completed City Grading/Certification Form was provided to Scott Clyce (City of Grimes) on 4/06/15.*

Thank you Mitch and please let me know if there is anything else that you need to assist with your review of the revised Site Plan.

Respectfully,



Dan DeCamp, PE
Project Manager
Abaci Consulting
dandecamp@abaciconsulting.com

cc: Rick Hutcheson
Scott Clyce – City of Grimes

ABACI CONSULTING

Page 3 of 3

CIVIL ENGINEERING • LAND SURVEYING

April 9, 2015

Honorable City Council
Grimes City Hall
101 NE Harvey St
Grimes, IA 50111

Re: 100 NE 2nd St
Parking Lot Construction

Honorable City Council Members:

I am proposing to construct a parking lot at the site addressed as 100 NE 2nd St (SE corner of N James St & NE 2nd St). This parking lot will serve to provide additional employee parking for the existing office building located at 112 NE Ewing St (SW corner of NE Ewing St & NE 2nd St). This parking lot will also provide overflow parking for patrons visiting the existing office building.

The proposed parking lot will be accessed via the alley located between Highway 44 and NE 2nd St. It is my intent to improve this area with demolition of the existing house and construction of the proposed parking lot that will be nicely landscaped with the existing evergreen trees along N James St and new trees & shrubs that will be planted along NE 2nd St.

To complete improvements to this area, it is my belief that paving of the alley is necessary. The alley is currently in poor condition and paving of the alley, in addition to the improvements that I am proposing, will substantially improve this section of the Highway 44 corridor.

I am willing to pay my Engineer for design fees associated with the alley paving and I would respectfully request that the City of Grimes fund the construction of the alley. Construction details necessary for the alley paving are currently shown on the parking lot site plan that has been submitted to Scott Clyce, Grimes Building Administrator, so construction can occur immediately upon Council approval to fund the project.

The estimated cost of construction for the alley paving is \$18,150.

Respectfully,



Rick Hutcheson
109 NE Ewing St
Grimes, IA 50111
rick47@scrollsaws.com

cc: Scott Clyce – City of Grimes



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 QURATER, 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:

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

EQUIPMENT SHARING AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2015, by and among the Cities of Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, West Des Moines and Windsor Heights (collectively referred to as the "Cities" and individually referred to as the "City"), all municipal corporations organized and existing under the laws of the State of Iowa.

RECITALS

WHEREAS, each City has specialized equipment and the Cities are interested in sharing equipment for a variety of public works purposes and projects, and generally provide joint opportunities to ensure efficient and economical operations.

WHEREAS, the Cities desire to enter into this Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW THEREFORE, it is mutually agreed by and among the Cities as follows:

Section 1. Purpose

- A. The purpose of this Agreement is to create a system for the sharing of motor vehicles, equipment and machinery (collectively referred to as "Equipment").
- B. The Cities agree to make available to each other Equipment in the manner and on the terms and conditions provided in this Agreement. The City supplying the Equipment shall be designated as the "Provider" and the City receiving the equipment shall be designated as the "Borrower".

Section 2. Term

The term of this Agreement shall be for a period of approximately two (2) years, or through June 30, 2017. . This Agreement shall automatically renew for additional two (2) year periods unless and until terminated by the parties.

Section 3. Sharing Period and Rates

- A. Equipment Catalog. Each City shall provide to the City of West Des Moines an accurate and current Equipment Sharing Catalog (hereinafter referred to as "Catalog") that reflects the Equipment that the Provider may make available to the Borrower. The Catalog shall contain a complete description of each piece of equipment, the rates and fees for borrowing such equipment, and any applicable rules, restrictions, or limitations for borrowing such Equipment listed in the Catalog. Amendments to each of the Provider's Equipment listed in the Catalog shall occur as necessary and be provided to each City.
- B. Equipment Sharing Periods. Equipment shall be provided upon reasonable request at mutually agreed upon times and locations, for a duration mutually agreed upon by the

Provider and Borrower. The Provider retains the right to refuse any Borrower's request for Equipment for any reason. Equipment shall be returned immediately after use or at the Provider's request.

- C. Storage During Sharing Period. The Borrower shall be responsible for storing the Equipment in a reasonably safe and secure area. If inside storage is required on a listed piece of Equipment, the Provider shall include this in the listing. It will be the Borrower's responsibility to either meet the requirements or seek alternative options with the Provider.
- D. Charges for Equipment. Charges shall be consistent with those listed in the Catalog or any subsequent amendments, and shall begin accruing at the time Borrower picks up or accepts delivery of the Equipment and shall cease upon return of the Equipment to Provider.

Section 4. Invoices and Payments

- A. The Provider shall invoice the Borrower on each occasion where Equipment is shared. The invoice shall show the Equipment rented, duration of the rental, agreed upon rental rate, and total due.
- B. The Borrower shall pay invoices within thirty (30) days of receipt of the invoice.

Section 5. Equipment Usage

- A. The Cities agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All Equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. It is the Borrower's responsibility to ensure that its Equipment operators have been or will be properly trained, licensed, and supervised to properly operate the Equipment shared under this Agreement. Upon agreement of both the Provider and Borrower, the Provider may supply an operator with the Equipment at a rate agreed upon by both Cities. If the Provider is unable to supply an operator and the Borrower does not have a qualified operator on staff, sharing shall not take place or be delayed until a qualified operator can either be supplied by the Provider or obtained by the Borrower.
- B. Usage Requirements. Equipment shared under this Agreement shall be used by the Borrower for municipal purposes only and not for the direct benefit of private persons or entities. Borrowers shall use and operate Equipment only for its intended purposes, in a careful, reasonable, and prudent manner, and in compliance with all requirements for operation of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than the Borrower's employees to use the Equipment shared under this Agreement.
- C. Borrower Responsible for Charges and Fees. Borrower shall be responsible for paying all fees, charges, expenses, and penalties that might be incurred against Equipment shared under this Agreement while in the Borrower's possession, and shall hold the Provider harmless from and against them.
- D. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when the Borrower picks up the Equipment, and the Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to the Provider.

Section 6. Equipment Delivery and Pickup

- A. Delivery/Pickup. Borrower shall be responsible for pickup and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree otherwise. Equipment may be picked up and returned during normal working hours.
- B. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced and maintained consistent with recognized industry standards and in safe operating condition prior to the Borrower picking up the Equipment.
- C. Timely Return of Equipment. Borrower shall return Equipment to Provider as soon as practical.
- D. Inspections. Providers sharing Equipment under this Agreement certify that, to the best of their knowledge, the Equipment is in good repair and ready for its intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of return. Each City shall document the inspection on an Equipment Inspection Form that shall be agreed upon by all Cities. The Equipment Inspection Form shall accompany the Catalog and be updated as needed.
- E. Operations and Safety Manuals. Provider shall provide a copy of all Equipment operation, safety and maintenance manuals if requested by the Borrower.

Section 7. Contact Person

Each City shall appoint a person to act as a liaison to serve as the contact for each rental request, all inspections, and to otherwise facilitate the orderly and efficient distribution of Equipment sharing requests and related information. A list of contacts shall accompany the Catalog and be updated as needed.

Section 8. Maintenance and Repair of Equipment

- A. Responsibility of Borrower. Borrower shall be responsible for performing all maintenance during the share period, such as fluid level checks and daily pre-trip inspections. Borrower shall also be responsible for the following items during the share period:
 - 1) Tire repair and replacement of any damaged tires that cannot be safely repaired;
 - 2) Replacement of any damaged or worn-out tools such as cutting edges, blades or brooms;
 - 3) Replacement of any windows or windshields that are cracked or damaged;
 - 4) Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period.
- B. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments, Borrower shall promptly notify Provider of specific issues prior to utilizing the Equipment.
- C. Any repairs made by the Borrower pursuant to the requirements of this Agreement shall be performed by qualified personnel, and specifically persons or contractors employed or retained by the Borrower to maintain and repair Borrower's own fleet of equipment.
- D. Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by Borrower.

Section 9. Equipment Failure Not Resulting from Misuse or Failure to Perform Required Maintenance

- A. Provider shall be responsible for the repair or replacement of Equipment when:
- 1) Equipment fails during its normal operation;
 - 2) Equipment is being used as intended by the manufacturer; and
 - 3) Equipment has received all manufacturer required maintenance during its use by the Borrower.
- B. Borrower shall be responsible to reimburse Provider for the cost of repair or replacement of Equipment when:
- 1) Operating Equipment outside of its normal operation;
 - 2) Operating Equipment in a manner not intended by the manufacturer; or
 - 3) Operating Equipment without performing required maintenance during its use by the Borrower.
- C. Except for minor repairs, the Provider shall determine, with reasonable judgment, whether failed equipment shall be repaired or replaced.

Section 10. Equipment Damaged Due to Accidents

- A. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to Equipment incurred during the share period that is not to be considered normal wear and tear. For the purposes of this Agreement, the following definitions shall apply:
- 1) "Normal wear and tear" is identified as minor dents, dings, paint chips, or scratches less than two (2) inches in size, and interior wear and tear such as soiled carpet and sets.
 - 2) "Excess wear and tear" is defined as dents, dings, paint chips and scratches more than two (2) inches in size, cracked or punctured bumpers, chipped or cracked windows, interior holes, rips, tears or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, or any other interior or exterior damage attributable to collision, as well as mechanical repairs resulting from damage or negligence.
 - 3) "Total loss" is defined as a situation where the Equipment is deemed damaged beyond repair as determined by an independent appraisal.
- B. Notice to Provider. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period. Borrower shall promptly submit to Provider a written report of any accident that occurs in connection with this Agreement, in a form acceptable to the Provider, and shall cooperate with any requests by Provider related to the accident. Borrower's report to Provider must include, at a minimum, the following information: (1) name and address of any person injured or deceased, or the owner of any property that suffered damage as the result of the accident; (2) name and address of Borrower's employee(s) involved in the accident; (3) name and address of the Borrower's liability insurance carrier, unless self-insured; and (4) a detailed description of the accident with a law enforcement report, if applicable. Borrower also agrees to take all reasonable steps to preserve all evidence and information that may be relevant to the circumstances

surrounding any potential claim, and to allow Provider to review and inspect evidence and the scene of the accident.

- C. Accident Damage Repair. Except as otherwise provided, Borrower shall be responsible for the cost of repairing all Equipment damage due to accidents. In cases where Equipment damage is caused by a third party and that party assumes responsibility, Borrower shall arrange to have the Equipment repaired and shall seek reimbursement from the third party and/or that party's insurance carrier. Borrower shall notify Provider prior to commencing any repairs and Provider has the right to accept or reject the repairs upon inspection.
- D. Damage Due to Equipment Defect. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by Equipment defects.
- E. Damage Resulting in Total Loss. In cases of Equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. In the event of a total loss, the Borrower and Provider shall reach separate agreement on the amount to be paid to the Provider. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. All funds from the settlement shall be paid to the Provider.
- F. Damage from Excess Wear and Tear. At the time the Borrower returns the Equipment to Provider, the Cities shall make an assessment of any excess wear and tear. If excess wear and tear damage exists, the Provider shall submit an invoice to Borrower for the cost of the damage. The repair amount on the invoice shall be based on the actual cost as determined by agency labor rates or actual contracted costs and for any parts purchased to make the repairs.
- G. Damaged or Stolen Equipment in Borrower's Possession. Borrower shall assume responsibility if Provider's equipment is damaged or stolen while in Borrower's possession, regardless of whether the incident causing the damaged or stolen Equipment was due to actions or omissions attributable to the Borrower, caused by a third party or third parties, or due to an act beyond the control of the Borrower. In cases of damaged Equipment, the Borrower shall be responsible to the Provider for such property damage. In cases of stolen Equipment, the Borrower shall pay the Provider in the same manner as if the Equipment suffered a total loss. The Borrower shall at all times maintain insurance coverage in an amount and type to sufficiently protect against such losses to Equipment shared under this Agreement while in Borrower's possession or use. The Borrower may attempt to collect reimbursement from a responsible third party where applicable.

Section 10. Relationships of the Cities

The parties to this Agreement shall at all times be considered separate and distinct entities or municipal corporations. At no time shall an employee or official of one City be entitled to any wages, benefits, or rights conferred to an employee or official of another City who is a party to this Agreement.

Section 11. Assignment

The Cities shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement, without prior written consent of all the other Cities.

Section 12. Indemnification

Each City shall be solely responsible for its own acts or omissions and those of its employees and officers under this Agreement. No City shall be responsible or liable for consequential damages to another City arising out of providing or using equipment, services or labor under this Agreement.

Except as otherwise provided in this section, Borrower shall indemnify, defend and hold harmless Provider and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages arising out of or related to, or alleged to arise out of or relate to the use of the Equipment by the Borrower, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Except as otherwise provided in this section, Provider shall indemnify, defend and hold harmless Borrower and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Providers requiring that their personnel operate or assist in the operations of Equipment shall hold harmless, indemnify and defend the Borrower, its officers, agents and employees from all claims arising solely by reason of any negligent act by persons designated by Provider to operate or assist in the operation of Equipment. Notwithstanding the above, the Borrower shall bear sole responsibility for ensuring that it has the authority to request the work and for any representations made to the Provider regarding site conditions or other aspects of the project. The Providers of the Equipment shall adequately insure the Equipment or provide self-insurance coverage while the Equipment is in the Provider's possession or use.

The provisions of this section shall survive the termination of this Agreement, and are intended to fully allocate the risk of all liability to third parties arising out of this Agreement. No other rights of indemnity or contribution shall exist between the Cities in law or equity.

Section 13. Termination

Any City may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Cities. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the user.

Section 14 Dispute Resolution – Arbitration

A. The Cities agree that any disputes arising between them with regard to the interpretation or application of this Agreement, shall be submitted to binding arbitration at the request of either City. Any request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In

the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.

- B. The Cities may agree on an arbitrator. If they fail to agree on a single arbitrator within ten (10) days after the request for arbitration is received, the parties shall request a list of seven arbitrators, all of whom have law degrees, from the Iowa Public Relations Board. The parties will then alternatively strike a name from the list until one (1) arbitrator remains. The party requesting arbitration shall make the first strike.
- C. Should either City refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.
- D. No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.
- E. The arbitration award may be for damages, and may include any legal or equitable remedy otherwise available to the Cities, provided that the arbitrator may not make a finding of material breach and shall not have authority to declare termination of this Agreement. The award may be impeached only for fraud or mistake. Such award shall be a condition precedent to any right of legal action.
- F. The costs of arbitration shall be shared equally by the Cities.
- G. The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

Section 15. Payment of Attorney's Fees

If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing City shall be entitled to reasonable attorney's fees directly attributed to such litigation, in addition to any other legal or equitable relief to which it may be entitled.

Section 16. Amendment of Agreement

This Agreement may be amended only by written agreement signed by all Cities.

Section 17. Assignment of Agreement

No City may assign this Agreement to a third party.

Section 18. No Third Party Beneficiaries

Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s) or privilege(s).

Section 19. Severability

If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

Section 20. Governing Law; Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

Section 21. Entire Agreement

This Agreement represents the entire Agreement among the Cities. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

Section 22. Execution of Agreement

This Agreement shall be executed in eight (8) counterparts, each of which so executed shall be deemed to be an original. Each City shall become a party hereto by the passage of a resolution approving this Agreement and execution of the same by its statutory officers.

Each City approving this Agreement shall execute the separate signature pages provided for it, and the parties hereto authorize the City Clerk of the City of Urbandale to assemble the signature pages and append same to copies of this Agreement, which shall then be distributed to each of the parties to this Agreement. .

GRIMES, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

_____ ; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2015, and that _____ and _____

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa