



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall
101 NE Harvey Street
November 10, 2015 at 5:30 pm

Mayor Thomas M. Armstrong

**City Council: Jill Altringer, Tami Evans, Craig Patterson
Ty Blackford and Doug Bickford, City Administrator Kelley Brown
City Clerk Rochelle Williams, City Treasurer Deb Gallagher,
City Attorneys Tom Henderson, Erik Fisk, City Engineer John Gade**

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

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

GENERAL AGENDA ITEMS.

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Jetco Inc - \$2,504.38 (repairs at water plant)
 - C. Test America – test for DNR \$2,870.50
 - D. Hawkins Inc. \$3,114 (chemicals for water plant)
 - E. Sandry Fire Supply, LLC (equipment for new truck) \$5,936.47
 - F. Utility Refunds
 - G. Municipal Supply for IPERL Home Water Meters - \$5,568
 - H. Resolution #11-0615 Setting a Public Hearing for November 24, 2015 for the Grimes Municipal Code Update Resolution (updating Grimes Code of Ordinances)
 - I. Development Agreement Payment to Right Stuf - \$4,883
 - J. A&W Electric - \$2,901.96 (building maintenance at new public works building)
 - K. Set Public Hearing for Resolution Vacating Sanitary Sewer Easement for Nov. 24, 2015
 - J. Change Order #1 Jensen Construction Company for Heritage at Grimes Plat 2 Phase 2 Little



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

Beaver Creek Tributary Crossing increasing contract \$46,529.56 (excavation of existing unsuitable materials and replacement with erosion stone material under the quad box culvert)

- K. Pay Request #2 to Jensen Construction Company for Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing - \$262,707.83
- L. Pay Request #1 to McAninch Corporation for the Crossroads Business Park of Grimes Plat 6 – SE Destination Drive Extension - \$302,453.90
- M. Autumn Park Bids for Playground Equipment at Autumn Park \$45,900
- N. Claims dated November 10, 2015
- O. Finance Report for October 2015

5. Fire Chief Report

6. Patrol Report

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

- A. Chevalia Pointe Plat 1 Final Plat
- B. Beaver Creek Watershed Management Authority - Presentation from Mark Land, PE CFM with Snyder & Associates (information on creation of a 28E)
- C. Approval of 28E for Beaver Creek Watershed Management Authority
- D. Public Hearing on Development Agreement between City of Grimes and Gabus/Heritage Development
- E. Resolution 11-015 Approving Development Agreement with Gabus, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- F. Public Hearing on Development Agreement Between the City of Grimes and Shade Tree Auto
- G. Resolution 11-0215 Approving the Development Agreement with Shade Tree Auto, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- H. Public Hearing on Development Agreement Between the City of Grimes and Total Family Eye Care
- I. Resolution 11-0315 Approving Development Agreement with Total Family Eye Care, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
- J. Public Hearing on the Amendment to the Urban Renewal Plan for the Grimes Urban Renewal Area
- K. Resolution 11-0415 To Approve the Urban Renewal Plan Amendment for the Grimes Urban Renewal Area



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

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. Second Reading for Ordinance #650 amending Chapter 92 Water rates for the purpose of protecting the Grimes water supply and improving the quality of the Grimes water by increasing water rates by 3.8% effective January 01, 2016 and 3.8% every year thereafter for the next four years. (Water rate growth is necessary for the financing of the new Reverse Osmosis system which will decrease the hardness in the Jordan well as well as financing for water treatment plant improvements that will protect the supply and quality of water for the citizens. Water rates have not been altered in Grimes since 2000, even for inflation.)

COUNCIL DISCUSSIONS

1. Mayor's Report
Appointment of Greg Hayes to the Tree Board to fill the unexpired term of Teresa Barrett until January 2017
2. City Attorney's Report
3. City Engineer's Report
4. City Staff Report
5. Old Business
6. New Business

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, October 27, 2015

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, October 27, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong.

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

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda

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

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

Approval of the Consent Agenda

A. Minutes from previous meeting B. Canoyer Garden Center – Class B native Wine Permit with Sunday Sales C. Jetco Inc. for installation of conduit and wiring to each well and test well - \$12,037.00 D. Jetco Inc. – well level transducers - \$5,025 E. Central Pump & Motor LLC – repair of clarifier #3 - \$18,992.60 F. Stevie C's Alcohol License – Ownership Update G. Murphy Tractor & Equipment – repair on backhoe, service and fluid flush -\$5,221.21 H. Municipal Emergency Services - new nozzles for new rescue engine - \$ 4,038 I. Danko Emergency Equipment – fire department uniform replacements - \$5,628 J. Approval of Annual Urban Renewal Report Fiscal Year 2014-15 K. Task Order #1005-15B North James Street & Culvert Improvements (removal and replacement of North James Street (11th St to 27th St) L. Set a Public Hearing for December 8, 2015 for the SRF Environmental Review Hearing (part of the SRF Environmental review process which allows the public to come forward with any worries about the potential environmental impact of the project) M. Annual Financial Report Fiscal Year End June 30, 2015 N. Resolution 10-0615 Approve Easement Agreements as part of the 100th Street and 54th Avenue Intersection Improvements O. Certificate of Substantial Completion for the ASR Well No. 1, Well Pump and Control Building Improvements P. Pay Request #13 to C L Carroll Co. Inc for the ASR Well #1 Well Pump & Control Building Impr - \$71,960.08 Q. Public Purpose Expenditures for October 2015 R. Cleaning Contract Award for the Grimes Community Complex to FBG Service Corp-\$1,361 per month S. Northway Well & Pump Well 101 Repair - \$8,674 (pitless unit as a hole in the 8” stuff pipe, cast iron pump bowl assembly is deteriorated and needs to be replaced; 8” cast iron check valve is eroded and will not seal, 2- 8”x21’ drop pipe needs to be replaced T. Finance Report for September 2015 U. Claims Report dated October 27, 2015 in the amount of \$502,271.17 V. Peerless Compaction Grouting - \$38,828.44 (work in the Bridge Creek development on NE Park Drive at NE 27th Drive – roadway and two pedestrian crossings)
Moved by Bickford, Seconded by Evans; the consent agenda shall be approved.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

Aug-15

| | Beg Balance | Receipts | Expenses | Ending Balance |
|----------------------|--------------|------------|------------|----------------|
| General Fund | 2,014,533.20 | 146,639.43 | 594,126.66 | 1,567,045.97 |
| Special Revenue Fund | 1,078,220.40 | 114,854.04 | 72,102.61 | 1,120,971.83 |
| Debt Service | 2,947,818.66 | 0.03 | 0.00 | 2,947,818.69 |

| | | | | |
|----------------------|---------------|------------|--------------|---------------|
| Capital Improvements | 5,920,344.78 | 5,150.00 | 120,775.51 | 5,804,719.27 |
| Enterprise Fund | 5,537,998.21 | 451,857.35 | 324,553.90 | 5,665,301.66 |
| Total | 17,498,915.24 | 718,500.85 | 1,111,558.68 | 17,105,857.41 |

Sep-15

| | Beg Balance | Receipts | Expenses | Ending Balance |
|-----------------------------------|---------------|------------|------------|----------------|
| General Fund | 1,567,045.97 | 187,613.23 | 499,965.35 | 1,254,693.85 |
| Special Revenue Fund | 1,120,971.83 | 116,221.42 | 88,466.04 | 1,148,727.21 |
| Debt Service Capital Improvements | 2,947,818.69 | 17,445.33 | 0.00 | 2,965,264.02 |
| Enterprise Fund | 5,804,719.27 | 2,794.28 | 145,164.50 | 5,662,349.05 |
| Total | 5,665,301.66 | 447,058.32 | 229,568.22 | 5,882,791.76 |
| Total | 17,105,857.41 | 771,132.58 | 963,164.11 | 16,913,825.88 |

US Water Report

Andrew Wood of US Water and Wastewater updated the Council on water operations and maintenance at the plant. He advised the Council the Reverse Osmosis study is still be monitored and that sampling and analysis is being done. He added that the pilot will continue through mid-November. Wood reviewed distribution and collection system operations.

PUBLIC AGENDA ITEMS

A. Public Hearing and Award of Contract for the 2015 Grimes Parkland Improvements Projects. Mayor Armstrong opened the Public Hearing at 5:35 pm. There being no oral or written comments, the Hearing was closed at 5:35 pm.

City Engineer John Gade reviewed the 2015 Grimes Parkland Improvement Project with the Council. He advised that at the North Sports Complex fencing would be added for five softball fields, a baseball/softball field and batting cages along with grading and paving for PCC sidewalks, trails, dugouts and a parking lot. He added that along with this there would be grading, irrigation and ag-lime placements, and construction of a 920 sq ft concession/restroom building. Gade stated that at Autumn Park the project consists of grading and paving for PCC sidewalks, trail and basketball court, grading and placement of playground mulch, pea gravel, fabric and sub drain for placement of a manufactured play area (installed by others) and landscaping and seeding. He added that Glenstone Park would have grading and paving for PCC sidewalks and trail, and work includes seeding of disturbed areas. Gade stated that the City received two bids on the project. He advised that the Engineer's estimate was \$1,344,800. Gade advised they received two bids with a high bid of \$1,797,965.13 and a low bid from Covenant Construction Services of Waukee, Iowa of \$1,511,342.23. Gade added that the low bid is \$155,500 above the Engineer's opinion. Gade stated that there was an error in the bid documents that asked for sod which can be eliminated from the bid cost, reducing the bid by \$36,400. Gade clarified that with taking out the sod costs this brings the bid in at \$172,000 over the designated budget for this project. John Karrmann of FEH Design who designed the concession stand for this project provided several options to bring the cost down on this portion of the bid. Karrmann stated that due to the small number of bidders on this project the costs came in higher. The Council discussed several options with

the concession stand design and possible options to bring the cost more in line with the budget for this project. Council Member Evans stated that she wanted to make sure that nothing was taken away from any of the other smaller park projects included in this bid. Council Member Blackford stated that he agreed that some of the smaller parks have been waiting for some of these additions. Council Member Bickford agreed that these projects in the other parks have been delayed. Council Member Bickford added that he likes the look of the concession stand that was bid. Council Member Altringer asked if there could be another option between the concession stand that was bid and the stripped down version to end up with the look that is desired. Karrmann stated that he would work with Covenant Construction on a design for the concession stand. Gade advised they would bring the new design for the concession stand back to the Park and Recreation Board for approval.

Moved by Evans, Seconded by Bickford; the contract shall be awarded to Covenant Construction with the condition that the concession stand shall be value-engineered to eliminate the proposed roof at a proposed savings of almost \$100,000 and come up with other options that will then allow the project to go over the budgeted amount by \$50,000 to \$70,000 to meet the goals of the overall project.

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

Council Member Altringer added that she hoped that the Park and Recreation Board could find some grants to help out with additional trees in these parks.

Public Hearing and First Reading for Ordinance #650 amending Chapter 92 Water rates for the purpose of protecting the Grimes water supply and improving the quality of the Grimes water by increasing water rates by 3.8% effective January 01, 2016 and 3.8% every year thereafter for the next four years. (water rate growth is necessary for the refinancing of the new Reverse Osmosis system which will decrease the hardness in the Jordan well as well as financing for water treatment plant improvements that will protect the supply and quality of water for the citizens. Water rates have not been altered in Grimes since 2000, even for inflation)

Mayor Armstrong opened the Public Hearing at 5:55 pm.

Janet Stevens, 404 SW Maplewood Drive, Grimes, Iowa, addressed the Council regarding the quality of the water in Grimes and opposition to the water rate increase. City Administrator Brown advised she had received a letter asking for clarification of the rate increase proposed and what the money would be used for. Brown advised she had forwarded this letter to Council. There being no further written or oral comments, the Hearing was closed at 6:00 p.m.

Mayor Armstrong asked Brown if she would address some of the questions asked by Stevens. Mayor Armstrong advised that we are in a testing process with the Reverse Osmosis system analysis. Brown advised that the total project for the Reverse Osmosis is 3 million dollars which would in operation 18 months after this project is given the approval by the Council. Mayor Armstrong added that there would also be the redesign and expansion of the water plant which would be 13.7 million. He added this would double the capacity of the current water plant. Brown added that included in this rate increase were: the costs for the New Jordan Well at 2 million, the Aquifer Storage Recovery (ASR) at 1.8 million, well exploration for future well is \$275,000, lime lagoons \$900,000, redundant treatment plant discharge is \$120,000, lime silo at \$700,000, new water tower \$5.6 million and another well field and raw main at 2.4 million for a total of \$30,695,000 water plant improvements. Mayor Armstrong added that some of this would address the hardness of the water with the Reverse Osmosis system. He added that the study that is currently being conducted showed the ability to reduce hardness levels significantly. Council Member Evans asked if we could tell how this would affect the average home. Brown stated that on a home using 8,000 gallons a month at the end of the full rate increase in 5 years this would increase the water bill \$9.44 per month (correction: \$11.60) Brown added that the first increase on the same

amount of water (8,000) would increase the water bill \$1.84 (correction \$2.16) per month. Mayor Armstrong asked if that was an average consumption and Brown stated that was a little high for a family of four. Council Member Evans stated that as much as the Council hates to increase rates she did feel we need to plan ahead.

Council Member Patterson stated that raising water rates was not something anyone ran on and all had the idea to cut water rates when they came on Council. He stated that once you are in office you start to see the investments that are needed and realize what steps need to be taken. Council Member Patterson added that we as Council and staff have done a lot of research to come up with what needs to be done. He provided some history behind water rates from 2000 when water rates took a big jump. He added prior to that Grimes had one of the lowest water rates in the state, but the water quality was very poor. Patterson stated that the Council at that time kicked the can down the road waiting to do anything until there had to be a massive adjustment which was unpopular. He added that he feels the way we are going about this is proper. Council Member Patterson advised that rates have held steady since 2000 and this is a mid-course adjustment to keep us from having to a massive increase someday down the road. He added he felt that would be harder for people to take. Council Member Patterson stated that he looked at rates in other cities today and some were increasing yearly. He saw that the Quad Cities had gone up 10% in a single year and 7.5% the year before. Council Member Patterson said that Iowa City was seeing its second consecutive 5% increase, Des Moines Waterworks was discussing a 10% increase and this would follow a 7% increase from last year. He added that Clinton had a 19% increase in a single year, Ankeny had a 3% increase but also increased sewer rates 7% and added \$1.00 to the ERU (storm water utility), Mason City had a 6.69% increase and a 4.6 increase in the sanitary sewer rate. Council Member Patterson went on to say that he feels we do a good job of trying to work within our means and avoid increases the best we can. He added that we have held the line since 2000 which he feels is admirable. Council Member Patterson stated that with taking this action and the projections we have, we feel this will take us to 2044. He added this was a good and solid adjustment to hold the line for that length of time. Council Member Patterson stated that with those comments he would make a motion. Moved by Patterson, Seconded by Bickford: the First Reading of Ordinance 650 shall now pass. Council Person Altringer thanked Patterson for his comments. She added that all of the Council lives in Grimes and feels the frustration as everyone else dealing with the water issues. Council Member Altringer stated that we all saw this coming and knew by 2020 we were going to need an expanded plant and how close that time frame was now. She added that the growth was now happening even sooner than was anticipated. Council Member Altringer stated not only are we raising rates to handle the growth but to deal with water issues. She wanted residents to know that the Council is sympathetic and they are trying to work through it. She added that she wanted residents to know the rates would look different if they weren't trying to deal with two issues at the same time. Council Member Altringer stated this is part of the struggle, we are growing fast and we need to expand. She stated that as this goes along they want to have put together a good working system that takes the City of Grimes to 2044. Council Member Blackford added that he agreed that we are not looking short sighted, we are looking long term and this plan includes a water tower. He added that we have multiple water sources that we can tap into which include the shallow wells, the ASR, the Xenia connection and Jordan Well. Council Member Blackford stated that he didn't think very many communities could say they had as many sources for water that they could pull from. He added that he felt we are doing a good thing.

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

PUBLIC FORUM

Robert Allen, 2713 SE Glenstone Drive, Grimes, addressed the Council with concerns over Lot Z in Glenstone Village which pertained to the maintenance of the ditches in the area. Allen also addressed Signals at the intersection of Hwy 141 and SE 19th Street. Mayor Armstrong advised that staff would address the concerns regarding the traffic light and thanked Allen for his comments.

Brady Yeoman, 3001 SE Stoneridge Street, Grimes, addressed the Council regarding concerns on Lot Z in Glenstone Village. Yeoman stated that he felt this area has not been maintained in the past and was concerned with the maintenance plan that was going to be presented later in the meeting. Mayor Armstrong thanked Yeoman for taking the time to come speak.

COUNCIL ACTIONS

A. Second Reading of Ordinance #649 to Rezone approximately 13.89 acres Parcel D from A-1 Agricultural to M-3 Heavy Industrial and a waiver of requirements to allow M-3 Use within the Highway 141 Mixed Use Development Corridor District.

Moved by Patterson, Seconded by Blackford; the Second Reading of Ordinance #649 to Rezone approximately 13.89 acres Parcel D from A-1 Agricultural to M-3 Heavy Industrial and a waiver of requirement to allow M-3 Use within the Highway 141 Mixed Use Development Corridor District subject to the uses stated in the Metro Waste Authority letter dated September 16, 2015 and screening requirements noted shall now pass.

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

Moved by Patterson, Seconded by Blackford; the Third Reading of Ordinance 649 shall be waived.

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

Moved by Patterson, Seconded by Blackford; Ordinance 649 shall now pass.

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

B. Request for Approval from Glenstone Village Homeowners Association Board to Plant Prairie Grass and Submittal of a Maintenance Program in Outlot Z for approval

Ann Bass, 3305 SE Glenstone Drive, Grimes, addressed the Council on behalf of the Glenstone Association Board regarding a maintenance program and plantings for Outlot Z in Glenstone Village. Bass advised the Association was collaborating with Neal Smith National Wildlife Refuge and Blank Park Zoo to provide a natural area to encourage re-population of the Monarch butterfly and create a beautiful addition to the City by improving the vacant Outlot Z with wildflowers and grasses. Bass reviewed the plan with the Council. Council Members Patterson and Blackford voiced concerns over creating an area such as this as it is labor intensive and can be hard to establish. Council also voiced concerns as to why this was before the Council. Council Member Bickford added that when the Glenstone area was approved the site plan approved prairie grass and wildflowers in this area. City Administrator Brown stated that she had been directed to address the concerns brought at a previous council meeting. Since that time Neal Smith Association had concerns about the controversy involving the project and needed affirmation that it was approved by the City. City Attorney Henderson stated that if it became an issue the City could address it as nuisance abatement. Council agreed that it had already been approved on the original plat and didn't need further action and further understood that if there are future concerns, they can be addressed as needed.

COUNCIL DISCUSSIONS

Mayors Report

Mayor Armstrong appointed Gary Schroeder to the Library Board to fill the unexpired term of Linda Threkeld who has moved. He added that Schroeder term which would expire on Jan 1, 2018.

Moved by Evans, Seconded by Blackford; Gary Schroeder shall be appointed to the Library Board to fill the term until Jan 1, 2018.

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

Mayor Armstrong stated that he had been advised by Cheryl Heid the Library Director that a patron had told him the sole reason he moved to Grimes was the City's adoption of the "Home Base" ordinance which assisted veterans in our community. Mayor Armstrong stated he was very proud of this.

City Attorney Report

No Report

City Engineer Report

No Report

City Staff Report

No Report

Old Business

none

New Business

none

Adjourn.

Moved by Altringer; Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:52 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



The workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, October 27, 2015 at 7:02 pm at Grimes City Hall.

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

APPROVAL OF THE AGENDA

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

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

Review of the City of Grimes Code Revision

City Attorney's Tom Henderson and Steven Taylor reviewed changes made to the code that reflected language clarifications along with Iowa Code changes. City staff had also submitted changes to update the code. After review of the code Taylor advised that he would put a memo together that would contain all the changes in an easier format for the Council to review. Upon approval of changes the Public Hearing would be set to adopt the updated code.

New Business

Moved by Altringer, Seconded by Evans; there being no further business, the workshop meeting is adjourned at 7:37 pm.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

RECEIVED OCT 23

Invoice

JETCO, INC.

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

| | |
|------------|-----------|
| Date | Invoice # |
| 10/20/2015 | 12395 |

| |
|--|
| Bill To |
| CITY OF GRIMES CITY HALL 101 NE HARVEY St. GRIMES, IA 50111 |

| |
|---------|
| Ship To |
| |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|--------|-----|------------|----------|---------|------------------------|
| Andy | Net 30 | | 10/19/2015 | BEST WAY | ALTOONA | 8683-CS MAIN PLC FAULT |

| Quantity | Item Code | Description | Price Each | Amount |
|--|------------------|-----------------------------|------------|----------|
| 4.5 | CONTROL SERVI... | Main PLC faulted | 100.00 | 450.00 |
| 40 | MILEAGE RATE/... | Service labor | 0.65 | 26.00 |
| 2 | CONTROLS SER... | Mileage | 1,014.19 | 2,028.38 |
| | | Powerware 1000VA Tower UPS | | |
| | | See attached service report | | |
| <p><i>CC App - 11-10-15</i></p> <p><i>600-5-810-6310</i></p> | | | | |

Total \$2,504.38

Jetco Electric Inc.

CONTROLS DIVISION

SERVICE REPORT

JOB NO.: 8683-CS

DATE ORDERED: 10/19/2015

COMPANY:

ADDRESS:

WORK ORDERED BY Andy

PHONE:

PROBLEM:
Main PLC Faulted

DATE OF INITIAL SERVICE:

SERVICE REPORT:

| <u>Day 1:</u> | <u>Date:</u> | <u>Time:</u> | <u>Hrs. (Reg.)</u> | <u>Hrs. (OT)</u> | <u>Total Miles:</u> |
|---------------|--------------|--------------|--------------------|------------------|---------------------|
| Dustin | 10/19/2015 | 10:30-:300 | 4.5 | 0 | 40 |

- Found Plant PLC Faulted and program lost
- Established communications
- Downloaded program from 9-17-2015
- Verified operation, reset radio to restore communications
- Tested and working, adjusted clearwell setpoints
- Cleared faults and replaced blown fuses on booster pump 1
- Pump operating, program may need adjustment in future
- Installed new UPS units at WWTP and WTP workstations
- Tested and working

MATERIALS USED: 2x Powerware 9130 UPS

P.O. No. _____

CITY OF GRIMES

16731 ✓

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Setco, Inc
Name

208 1st Avenue South, Altaona, IA 50009
Address

Phone Number/Fax Number _____

| ITEMS | QTY | UNIT PRICE | TOTAL |
|-----------------|-----|------------|----------|
| Labor | 4.5 | 100.00 | 450.00 |
| Mileage | 40 | .65 | 26.00 |
| Battery Backups | 2 | 1,014.19 | 2,028.38 |
| | | Total | 2,504.38 |

PURCHASE JUSTIFICATION: Repair PLC so Plant would run.

600-5-810-6310

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Wood DATE: 10-26-2015

PURCHASE ORDER APPROVAL AND ASSIGNMENT

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

10-26-15
Date

Council Approval date: (if over \$2500)

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

CC Approval

| | | | |
|--------------------|---|----------------|------------------|
| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 |
| Terms | See Below | Federal Tax ID | 23-2919996 |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | |

| Bill to: |
|--|
| City of Grimes Attn: Accounts Payable 101 N. Harvey Grimes, IA 50111 600-5-8106419 |

| Ship to: |
|--|
| USW Utility Group 1801 Avenue B Fort Dodge, IA 50501 |

| | | | |
|-----------------------------|--|-----------------|--------------------|
| P.O. Number | W.O. Number | Contract Number | Work Ordered by |
| Purchase Order not required | | | Christina Shepherd |
| Job Description | Site Name | SDG Number | Invoice Contact |
| See below | 310 USWUG City of Grimes Wastewater | | Olivia DeYoung |

| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
|----------|--|--------------|----------|------------|--------|
| J64581-1 | Thursday Wastewater City of Grimes 09/17/2015 | | | | |
| | Sample ID: Final Effluent 09/17/2015 0:00:00 | | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 38.00 |
| | Sample ID: Influent (Raw Waste) 09/17/2015 0:00:00 | | | | |
| J64876-1 | Tuesday Wastewater City of Grimes 09/22/2015 | | | | |
| | Sample ID: Final Effluent 09/22/2015 7:15:00 | | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 |
| | I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 50.00 |
| J65116-1 | Sample ID: Influent (Raw Waste) 09/22/2015 7:45:00 | | | | |
| | I-3765-85 - Residue, Non-filterable (TSS) | | | | |
| | | | 1.00 | 12.00 | 12.00 |
| | | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 32.00 |
| | Job Total | | | | 82.00 |
| J65116-1 | Drinking Water - City of Grimes 09/24/2015 | | | | |
| | Sample ID: 101 NW 8th Street 09/23/2015 6:30:00 | | | | |
| | 200.8 - Copper | | 1.00 | 15.00 | 15.00 |
| | 200.8 - Lead | | 1.00 | 15.00 | 15.00 |
| Subtotal | | | | 30.00 | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | | 31138338 | | Invoice Date | | October 22, 2015 | | |
|---|---|---|------|----------------|------------|------------------|---------------|--|
| Terms | | See Below | | Federal Tax ID | | 23-2919996 | | |
| Remit to | | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | | | |
| Job No. | Job Description | Receipt Date | | Quantity | Unit Price | Amount | | |
| Method/Test Description | | | | | | | | |
| J65118-1 | Sample ID: 104 NE 6th Court | 09/23/2015 6:00:00 | | | | | | |
| | 200.8 - Copper | | | 1.00 | 15.00 | 15.00 | | |
| | 200.8 - Lead | | | 1.00 | 15.00 | 15.00 | | |
| | Subtotal | | | | | | 30.00 | |
| | Sample ID: 104 SE Main Street | 09/23/2015 5:45:00 | | | | | | |
| | 200.8 - Copper | | | 1.00 | 15.00 | 15.00 | | |
| | 200.8 - Lead | | | 1.00 | 15.00 | 15.00 | | |
| | Subtotal | | | | | | 30.00 | |
| | Sample ID: 105 NW Sunset Lane | 09/23/2015 5:45:00 | | | | | | |
| | 200.8 - Copper | | | 1.00 | 15.00 | 15.00 | | |
| | 200.8 - Lead | | | 1.00 | 15.00 | 15.00 | | |
| | Subtotal | | | | | | 30.00 | |
| | Sample ID: 200 NW Prarie Creek | 09/23/2015 6:00:00 | | | | | | |
| | 200.8 - Copper | | | 1.00 | 15.00 | 15.00 | | |
| | 200.8 - Lead | | | 1.00 | 15.00 | 15.00 | | |
| Subtotal | | | | | | 30.00 | | |
| Job Total | | | | | | 150.00 | | |
| J65118-1 | Thursday Wastewater City of Grimes | 09/24/2015 | | | | | | |
| | Sample ID: Final Effluent | 09/24/2015 8:30:00 | | | | | | |
| | 350.1 - Nitrogen, Ammonia | | | 1.00 | 18.00 | 18.00 | | |
| | SM 5210B - CBOD | | | 1.00 | 20.00 | 20.00 | | |
| | Subtotal | | | | | | 38.00 | |
| | Sample ID: Influent (Raw Waste) | 09/24/2015 8:40:00 | | | | | | |
| SM 5210B - CBOD | | | 1.00 | 20.00 | 20.00 | | | |
| Subtotal | | | | | | 20.00 | | |
| Job Total | | | | | | 58.00 | | |
| J65120-1 | City of Grimes Reverse Osmosis Study | 09/25/2015 | | | | | | |
| | Sample ID: Blended | 09/24/2015 8:55:00 | | | | | | |
| | 200.7 Rev 4.4 - 200.7 Calcium & Iron | | | 1.00 | 22.00 | 22.00 | | |
| | 200.8 - 200.8 Arsenic | | | 1.00 | 15.00 | 15.00 | | |
| | SM 2320B - Alkalinity | | | 1.00 | 18.00 | 18.00 | | |
| | SM 2540C - Total Dissolved Solids | | | 1.00 | 15.00 | 15.00 | | |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | | 1.00 | 15.00 | 15.00 | | |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | | 1.00 | 15.00 | 15.00 | | |
| | 300.0 - Chloride | | | 1.00 | 15.00 | 15.00 | | |
| | 300.0 - Sulfate | | | 1.00 | 15.00 | 15.00 | | |
| | Subtotal | | | | | | 130.00 | |
| | Sample ID: Concentrate | 09/24/2015 8:36:00 | | | | | | |
| | 200.7 Rev 4.4 - 200.7 Calcium & Iron | | | 1.00 | 22.00 | 22.00 | | |
| | SM 2320B - Alkalinity | | | 1.00 | 18.00 | 18.00 | | |
| | SM 2540C - Total Dissolved Solids | | | 1.00 | 15.00 | 15.00 | | |
| SM 2340B - Total Hardness (as CaCO3) by calculation | | | 1.00 | 15.00 | 15.00 | | | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | |
|--------------------|---|----------------------------|------------------|------------|---------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
| | Method/Test Description | | | | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | | | Subtotal | | 100.00 |
| | Sample ID: Feed | 09/24/2015 8:20:00 | | | |
| | 200.7 Rev 4.4 - 200.7 Calcium & Iron | | 1.00 | 22.00 | 22.00 |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | | | Subtotal | | 130.00 |
| | Sample ID: Lime Softened | 09/24/2015 8:45:00 | | | |
| | 200.7 Rev 4.4 - 200.7 Calcium & Iron | | 1.00 | 22.00 | 22.00 |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | | | Subtotal | | 130.00 |
| | Sample ID: Permeate | 09/24/2015 8:27:00 | | | |
| | 200.7 Rev 4.4 - 200.7 Calcium & Iron | | 1.00 | 22.00 | 22.00 |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | | | Subtotal | | 130.00 |
| | | | Job Total | | 620.00 |
| J65640-1 | Thursday WW City of Grimes | 10/01/2015 | | | |
| | Sample ID: Final Effluent | 10/01/2015 13:00:00 | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | | | Subtotal | | 38.00 |
| | Sample ID: Influent (Raw Waste) | 10/01/2015 13:00:00 | | | |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | | | Subtotal | | 20.00 |
| | | | Job Total | | 58.00 |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | | |
|---|---|---------------------------|------------------|-----------------|-----------------|---------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount | |
| | Method/Test Description | | | | | |
| J65643-1 | Reverse Osmosis Pilot Study | 10/01/2015 | | | | |
| | Sample ID: Blended | 10/01/2015 7:40:00 | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 | |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 | |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 | |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 | |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 | |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| | | | | | Subtotal | 100.00 |
| | Sample ID: Concentrate | 10/01/2015 7:30:00 | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 | |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 | |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 | |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 | |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 | |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| | | | | | Subtotal | 100.00 |
| | Sample ID: Feed | 10/01/2015 7:20:00 | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 | |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 | |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 | |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 | |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 | |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| | | | | | Subtotal | 100.00 |
| | Sample ID: Lime Softened | 10/01/2015 7:45:00 | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 | |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 | |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 | |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 | |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 | |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| | | | | Subtotal | 100.00 | |
| Sample ID: Permeate | 10/01/2015 7:25:00 | | | | | |
| 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 | | |
| SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 | | |
| SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 | | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | | |
|---|---|---------------------|------------------|------------------|------------------|---------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount | |
| Method/Test Description | | | | | | |
| J65760-1 | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 | |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 | |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 | |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| | | | | | Subtotal | 100.00 |
| | | | | | Job Total | 500.00 |
| | Wastewater City of Grimes | 10/02/2015 | | | | |
| | Sample ID: Final Effluent | 10/02/2015 13:00:00 | | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 | |
| I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 | | |
| SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 | | |
| | | | | Subtotal | 50.00 | |
| Sample ID: Influent (Raw Waste) | 10/02/2015 13:00:00 | | | | | |
| I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 | | |
| SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 | | |
| | | | | Subtotal | 32.00 | |
| | | | | Job Total | 82.00 | |
| J65907-1 | Drinking Water - City of Grimes | 10/06/2015 | | | | |
| | Sample ID: 101 Gateway Drive | 10/06/2015 10:20:00 | | | | |
| | SM 9223B - Total Coliform and E. Coli | | 1.00 | 20.00 | 20.00 | |
| | | | | | Subtotal | 20.00 |
| | Sample ID: 101 NE Harvey Street | 10/06/2015 10:05:00 | | | | |
| | SM 9223B - Total Coliform and E. Coli | | 1.00 | 20.00 | 20.00 | |
| | | | | | Subtotal | 20.00 |
| | Sample ID: 1880 SE Princeton Drive | 10/06/2015 10:30:00 | | | | |
| | SM 9223B - Total Coliform and E. Coli | | 1.00 | 20.00 | 20.00 | |
| | | | | | Subtotal | 20.00 |
| Sample ID: 500 South James Street | 10/06/2015 10:45:00 | | | | | |
| SM 9223B - Total Coliform and E. Coli | | 1.00 | 20.00 | 20.00 | | |
| | | | | Subtotal | 20.00 | |
| Sample ID: 901 N Main Street | 10/06/2015 9:55:00 | | | | | |
| SM 9223B - Total Coliform and E. Coli | | 1.00 | 20.00 | 20.00 | | |
| | | | | Subtotal | 20.00 | |
| | | | | Job Total | 100.00 | |
| J65908-1 | Tuesday Wastewater City of Grimes | 10/06/2015 | | | | |
| | Sample ID: Final Effluent | 10/06/2015 11:00:00 | | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 | |
| I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 | | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | |
|---|---|----------------|------------------|---------------|---------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
| J66265-1 | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 50.00 |
| | Sample ID: Influent (Raw Waste) 10/06/2015 11:05:00 | | | | |
| | I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 32.00 |
| | Job Total | | | | 82.00 |
| | Thursday WW City of Grimes 10/08/2015 | | | | |
| | Sample ID: Final Effluent 10/08/2015 10:05:00 | | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 |
| I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 | |
| SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 | |
| Subtotal | | | | 50.00 | |
| Sample ID: Influent (Raw Waste) 10/08/2015 10:08:00 | | | | | |
| I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 | |
| SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 | |
| Subtotal | | | | 32.00 | |
| Job Total | | | | 82.00 | |
| J66377-1 | Reverse Osmosis Pilot Study 10/09/2015 | | | | |
| | Sample ID: Blended 10/09/2015 9:15:00 | | | | |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | Subtotal | | | | 130.00 |
| | Sample ID: Concentrate 10/09/2015 9:05:00 | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 |
| 300.0 - Chloride | | 1.00 | 15.00 | 15.00 | |
| 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 | |
| Subtotal | | | | 100.00 | |
| Sample ID: Feed 10/09/2015 8:45:00 | | | | | |
| 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | |
|--------------------|---|----------------------------|------------------|------------|---------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
| | Method/Test Description | | | | |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | Subtotal | | | | 130.00 |
| | Sample ID: Lime Softened | 10/09/2015 9:25:00 | | | |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | SM 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | Subtotal | | | | 130.00 |
| | Sample ID: Permeate | 10/09/2015 8:55:00 | | | |
| | 200.8 - 200.8 Arsenic | | 1.00 | 15.00 | 15.00 |
| | 2320B - Alkalinity | | 1.00 | 18.00 | 18.00 |
| | SM 2540C - Total Dissolved Solids | | 1.00 | 15.00 | 15.00 |
| | SM 2340B - Total Hardness (as CaCO3) by calculation | | 1.00 | 15.00 | 15.00 |
| | SM 4500 NO2 B - Nitrogen, Nitrite | | 1.00 | 15.00 | 15.00 |
| | 200.7 Rev 4.4 - Calcium | | 1.00 | 7.34 | 7.34 |
| | 200.7 Rev 4.4 - Iron | | 1.00 | 7.33 | 7.33 |
| | 200.7 Rev 4.4 - Magnesium | | 1.00 | 7.33 | 7.33 |
| | 300.0 - Chloride | | 1.00 | 15.00 | 15.00 |
| | 300.0 - Sulfate | | 1.00 | 15.00 | 15.00 |
| | Subtotal | | | | 130.00 |
| | Subtotal | | | | 130.00 |
| | Job Total | | | | 620.00 |
| J66513-1 | Tuesday Wastewater City of Grimes | 10/13/2015 | | | |
| | Sample ID: Final Effluent | 10/13/2015 10:45:00 | | | |
| | 350.1 - Nitrogen, Ammonia | | 1.00 | 18.00 | 18.00 |
| | I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |
| | Subtotal | | | | 50.00 |
| | Sample ID: Influent (Raw Waste) | 10/13/2015 10:40:00 | | | |
| | I-3765-85 - Residue, Non-filterable (TSS) | | 1.00 | 12.00 | 12.00 |
| | SM 5210B - CBOD | | 1.00 | 20.00 | 20.00 |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | | |
|-------------------------|--|----------------|------------------|--------------|------------------|--------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount | |
| Method/Test Description | | | | | | |
| J66625-1 | Wednesday Wastewater City of Grimes 10/14/2015 Sample ID: Final Effluent 10/14/2015 10:40:00 350.1 - Nitrogen, Ammonia I-3765-85 - Residue, Non-filterable (TSS) SM 5210B - CBOD | | | | Subtotal | 32.00 |
| | | | | | Job Total | 82.00 |
| | | 1.00 | 18.00 | 18.00 | | |
| | | 1.00 | 12.00 | 12.00 | | |
| | | 1.00 | 20.00 | 20.00 | | |
| | | | Subtotal | 50.00 | | |
| | | 1.00 | 12.00 | 12.00 | | |
| | | 1.00 | 20.00 | 20.00 | | |
| | | | Subtotal | 32.00 | | |
| | | | Job Total | 82.00 | | |
| J64581-1 | Thursday Wastewater City of Grimes 09/17/2015 Other Charges Safe and Environmentally Responsible Waste Management | 2.00 | 1.50 | 3.00 | | |
| | | | Subtotal | 3.00 | | |
| | | | Job Total | 3.00 | | |
| J64876-1 | Tuesday Wastewater City of Grimes 09/22/2015 Other Charges Safe and Environmentally Responsible Waste Management | 2.00 | 1.50 | 3.00 | | |
| | | | Subtotal | 3.00 | | |
| | | | Job Total | 3.00 | | |
| J65116-1 | Drinking Water - City of Grimes 09/24/2015 Other Charges Safe and Environmentally Responsible Waste Management | 5.00 | 1.50 | 7.50 | | |
| | | | Subtotal | 7.50 | | |
| | | | Job Total | 7.50 | | |
| J65118-1 | Thursday Wastewater City of Grimes 09/24/2015 Other Charges Safe and Environmentally Responsible Waste Management | 2.00 | 1.50 | 3.00 | | |
| | | | Subtotal | 3.00 | | |
| | | | Job Total | 3.00 | | |
| J65120-1 | City of Grimes Reverse Osmosis Study 09/25/2015 Other Charges Safe and Environmentally Responsible Waste Management Other Charges Sample Delivery Fee | 5.00 | 1.50 | 7.50 | | |
| | | 1.00 | 50.00 | 50.00 | | |
| | | | Job Total | 3.00 | | |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | |
|-------------------------|---|----------------|------------------|------------|----------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
| Method/Test Description | | | | | |
| J65640-1 | Thursday WW City of Grimes Other Charges Safe and Environmentally Responsible Waste Management | 10/01/2015 | 2.00 | 1.50 | 57.50 |
| | | | | | Subtotal |
| J65643-1 | Reverse Osmosis Pilot Study Other Charges Safe and Environmentally Responsible Waste Management Other Charges Sample Delivery Fee | 10/01/2015 | 5.00 | 1.50 | 57.50 |
| | | | | | Subtotal |
| J65760-1 | Wastewater City of Grimes Other Charges Safe and Environmentally Responsible Waste Management | 10/02/2015 | 2.00 | 1.50 | 3.00 |
| | | | | | Subtotal |
| J65907-1 | Drinking Water - City of Grimes Other Charges Safe and Environmentally Responsible Waste Management | 10/06/2015 | 5.00 | 1.50 | 3.00 |
| | | | | | Subtotal |
| J65908-1 | Tuesday Wastewater City of Grimes Other Charges Safe and Environmentally Responsible Waste Management | 10/06/2015 | 2.00 | 1.50 | 7.50 |
| | | | | | Subtotal |
| J66265-1 | Thursday WW City of Grimes Other Charges Safe and Environmentally Responsible Waste Management | 10/08/2015 | 2.00 | 1.50 | 3.00 |
| | | | | | Subtotal |
| J66377-1 | Reverse Osmosis Pilot Study Other Charges Safe and Environmentally Responsible Waste Management | 10/09/2015 | 5.00 | 1.50 | 3.00 |
| | | | | | Subtotal |
| | | | | | 7.50 |

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

| Invoice/Credit No. | 31138338 | Invoice Date | October 22, 2015 | | |
|-----------------------------------|---|----------------|---------------------------|------------------|------------------------|
| Terms | See Below | Federal Tax ID | 23-2919996 | | |
| Remit to | TestAmerica Laboratories, Inc. PO BOX 204290, Dallas, TX 75320-4290 | | | | |
| Job No. | Job Description | Receipt Date | Quantity | Unit Price | Amount |
| | Method/Test Description | | | | |
| | Other Charges | | | | |
| | Sample Delivery Fee | | 1.00 | 50.00 | 50.00 |
| | | | | Subtotal | 57.50 |
| | | | | Job Total | 57.50 |
| J66513-1 | Tuesday Wastewater City of Grimes | 10/13/2015 | | | |
| | Other Charges | | | | |
| | Safe and Environmentally Responsible Waste Management | | 2.00 | 1.50 | 3.00 |
| | | | | Subtotal | 3.00 |
| | | | | Job Total | 3.00 |
| J66625-1 | Wednesday Wastewater City of Grimes | 10/14/2015 | | | |
| | Other Charges | | | | |
| | Safe and Environmentally Responsible Waste Management | | 2.00 | 1.50 | 3.00 |
| | | | | Subtotal | 3.00 |
| | | | | Job Total | 3.00 |
| Project Number | | | Client Number | | Project Manager |
| 31005322 | | | 1457783 | | Linda Cmelik |
| Latest Sample Receipt Date | | | Latest Report Date | | Phone Number |
| 09/17/2015 | | | 09/29/2015 | | (319) 277-2401 |
| | | | | Subtotal | \$2,870.50 |
| | | | | Total | \$2,870.50 |

For proper credit, please include invoice number on all remittance.

TestAmerica Cedar Falls - 704 Enterprise Drive, Cedar Falls, IA 50613

P.O. No: _____

16733 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Test America Laboratories Inc
Name

P.O. Box 204290, Dallas, TX 75320-4290
Address

Phone Number/Fax Number _____

| ITEMS | QTY | UNIT PRICE | TOTAL |
|-----------------------|-----|------------|----------|
| Various Tests for DNR | 1 | 2,870.50 | 2,870.50 |

PURCHASE JUSTIFICATION: Tests For DNR
600-5-810-6419

DEPARTMENT: Water/Waste Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: J. Waters DATE: 10-26-2015
PURCHASE ORDER APPROVAL AND ASSIGNMENT

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

10-27-15
Date

Council Approval date: (if over \$2500)

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

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

| | |
|-------------------------|------------|
| Total Invoice | \$3,114.00 |
| Invoice Number/Type | 3793265 RI |
| Invoice Date | 10/26/15 |
| Sales Order Number/Type | 1995892 SL |
| Branch Plant | 58073 |
| Shipment Number | 1782946 |

RECEIVED NOV 2 -

Sold To: 117729
City of Grimes
101 N Harvey St
Grimes IA 50111

Ship To: 135451
City of Grimes
Water Treatment Plant
7850 NW 128th St
Grimes IA 50111

| Net Due Date | Terms | FOB Description | Ship Via | Customer P.O.# | P.O. Release | Sales Agent # | | | |
|---|----------------------------|---|----------|----------------------|--------------|---------------|--------------|--------------------------|-------------------|
| 11/25/15 | Net 30 | PPD Origin | HWTG | US Water | | 073 | | | |
| Line # | Item Number Cust Item # | Item Name/ Description | Tax | Qty Shipped | Trans UOM | Unit Price | Price UOM | Weight Net/Gross | Extended Price |
| 3.001 | 699913 | 150 Lb Chlorine Cylinder CYL 3AA480 | N | 8.0000- 8.0000- | CY RT | \$0.0000 | RT | .0 LB 800.0- GW | \$0.00 |
| 4.000 | 4800 | Chlorine - EPA Reg. No. 7870-2 150 # CYL | N | 8.0000 1200.0000 | CY LB | \$0.5600 | LB | 1,200.0 LB 2,176.0 GW | \$672.00 |
| <i>Demurrage charges may be applied if not returned in 60 days.</i> | | | | | | | | | |
| 4.001 | 699913 | 150 Lb Chlorine Cylinder CYL 3AA480 | N | 8.0000 8.0000 | CY RT | \$0.0000 | RT | .0 LB 800.0 GW | \$0.00 |
| 8.000 | 17002 | Sodium Hexametaphosphate Crush 50 # BAG GROUND VITRAFOS CRUSH | N | 22.0000 1100.0000 | BG LB | \$2.2200 | LB | 1,100.0 LB 1,122.0 GW | \$2,442.00 |

PO PLZ
C APP. 11-10-15

Page 1 of 1

Tax Rate 0 %
Sales Tax \$0.00

Invoice Total \$3,114.00

No Discounts on Freight or Containers

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Containers are to be paid for in full, as invoiced, and full refund will be made promptly, provided containers are returned to original point of shipment. Return freight charges to be prepaid. The containers returned must be the same originally shipped, and show no evidence of abuse, or use for purposes other than the storage of original containers. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

Please Remit To:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

This contractor and subcontractor shall abide by the requirements of 41 CFR 5560-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

INVOICE

Sandry Fire Supply, L.L.C.

618 6th Street
DeWitt, IA 52742

RECEIVED NOV 2 -

Invoice Number: 49119
Invoice Date: Oct 28, 2015
Page: 1

Voice: 888-586-2938
Fax: 563-659-8147

Drop Shipment

| |
|---|
| Bill To: |
| Grimes Fire Department City of Grimes 101 N Harvey Grimes, IA 50111 USA |

| |
|--|
| Ship to: |
| Grimes Fire Department 200 S James St Grimes, IA 50111 |

33111

| | | | |
|---------------------|------------------------|----------------------|-----------------|
| Customer ID | Customer PO | Payment Terms | |
| Grimes | 082615-1 | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| feller | UPS Ground | | 11/27/15 |

| Quantity | Item | Description | Backorder Qty | Unit Price | Amount |
|----------|--------------|---|---------------|------------|----------|
| 6.00 | kDP25LC50-Y | 2.5" x 50' Colors Key-Lite Double Jacket Fire Hose-All Polyester TPU | | 163.00 | 978.00 |
| 4.00 | kDP25LC50-R | 2.5" x 50' Colors Key-Lite Double Jacket Fire Hose-All Polyester TPU | | 163.00 | 652.00 |
| 3.00 | fhLS-8 | Fire Hooks 8lb Lock Slot Axe | | 103.00 | 309.00 |
| 2.00 | fhPB-30 | FireHooks Pro-Bar 30" | | 206.00 | 412.00 |
| 1.00 | fhSHF-8 | 8# Fiberglass Sledge Hammer | | 35.00 | 35.00 |
| 6.00 | rt6053172 | Klettersteig, Screwgate | | 20.00 | 120.00 |
| 6.00 | rt60511820 | RD70 NFPA Rescue Carabiner, Screwgate (Gold) | | 22.00 | 132.00 |
| 2.00 | rt598301050 | 3/8" Pro-Poly Throwbag, 50' | | 41.00 | 82.00 |
| 2.00 | cmc430203 | CMC #2 Rope Bag (Red), Capacity 150' to 200' | | 59.00 | 118.00 |
| 2.00 | rt51581500R | 1/2" ACCESS Lifeline x 150' / 45M (OR/YE) | | 175.00 | 350.00 |
| 1.00 | temTV406-508 | Tempest- 3120K-DG 406-508A, Fire Rescue Cut off saw, 14" All-Cut Rescue Diamond | | 2,364.00 | 2,364.00 |
| 1.00 | koK05 | Kochek- Adjustable Hydrant Wrench w/ double head spanner | | 32.00 | 32.00 |
| 2.00 | koK01 | Kochek- Universal Spanner Wrench | | 12.00 | 24.00 |

*PO #12
CC App
11-10-15*

33111

| | |
|------------------------|------------------|
| Subtotal | Continued |
| Sales Tax | Continued |
| Freight | Continued |
| Total Invoice Amount | Continued |
| Payment/Credit Applied | |
| TOTAL | Continued |

Check/Credit Memo No:

INVOICE

Sandry Fire Supply, L.L.C.

618 6th Street
DeWitt, IA 52742

Invoice Number: 49119
Invoice Date: Oct 28, 2015
Page: 2

Voice: 888-586-2938
Fax: 563-659-8147

Drop Shipment

| |
|---|
| Bill To: |
| Grimes Fire Department City of Grimes 101 N Harvey Grimes, IA 50111 USA |

33111

| |
|--|
| Ship to: |
| Grimes Fire Department 200 S James St Grimes, IA 50111 |

| | | | |
|---------------------|------------------------|----------------------|-----------------|
| Customer ID | Customer PO | Payment Terms | |
| Grimes | 082615-1 | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| feller | UPS Ground | | 11/27/15 |

| Quantity | Item | Description | Backorder Qty | Unit Price | Amount |
|----------|-------|--|---------------|------------|--------|
| 2.00 | koKS3 | Kochek- 4" & 5" Storz Universal Spanner Wrench | | 17.00 | 34.00 |

| | |
|------------------------|-----------------|
| Subtotal | 5,642.00 |
| Sales Tax | |
| Freight | 294.47 |
| Total Invoice Amount | 5,936.47 |
| Payment/Credit Applied | |
| TOTAL | 5,936.47 |

33111

Check/Credit Memo No:

11/05/2015 4:07 PM
 PACKET: 01030 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 | ACCOUNT NAME | DISTF |
|-------------------|------------|-----------|---|----------------|-----------------------------|-----------------|-------|
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041102 | 11/04/2015 | APBNK | GARRETT, BRIAN DUE: 01-038300-05 | 55.67 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 55.67 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041103 | 11/04/2015 | APBNK | STEELE, JEFF DUE: 01-038600-07 | 65.07 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 65.07 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041104 | 11/04/2015 | APBNK | MURRAY, KRISTEN DUE: 01-170400-04 | 34.21 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 34.21 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041105 | 11/04/2015 | APBNK | JENSEN, JUDY DUE: 01-238400-02 | 32.89 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 32.89 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041106 | 11/04/2015 | APBNK | WHARTON, STEPHANIE DUE: 01-264200-06 | 84.93 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 84.93 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041107 | 11/04/2015 | APBNK | MEADOWS, RICHARD & MARY DUE: 01-311101-01 | 88.13 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 88.13 | | | |

11/05/2015 4:07 PM
 PACKET: 01030 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 | ---ACCOUNT NAME-- | DISTF |
|-------------------|------------|-----------|--|----------------|-----------------------------|-------------------|-------|
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041108 | 11/04/2015 | APBNK | HUSIC, ELVIRA DUE: 01-311209-03 | 66.81 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 66.81 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041109 | 11/04/2015 | APBNK | ELLER, ETHAN DUE: 01-322209-02 | 37.42 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 37.42 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041110 | 11/04/2015 | APBNK | HEWLETT, BRETT DUE: 01-344105-04 | 169.25 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 169.25 | | | |
| 01-1 | | | MISC VENDOR | | | | |
| I-000201511041111 | 11/04/2015 | APBNK | ASKELSEN, DANE DUE: 01-344207-03 | 78.64 | 1099: 600 4-810-1-4550.1 | WATER - OTHER R | |
| | | | === VENDOR TOTALS === | 78.64 | | | |
| | | | ==== PACKET TOTALS === | 713.02 | | | |

11/05/2015 4:07 PM
 PACKET: 01030 US - Refund
 VENDOR SET: 01 Grimes, IA
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Refund Item Register

** T O T A L S **

| | |
|--------------------|--------|
| INVOICE TOTALS | 713.02 |
| DEBIT MEMO TOTALS | 0.00 |
| CREDIT MEMO TOTALS | 0.00 |

| | |
|--------------|--------|
| BATCH TOTALS | 713.02 |
|--------------|--------|

** G/L ACCOUNT TOTALS **

| BANK | YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDG | |
|------|-----------|--------------------|--------------------------|----------|---------------------|----------------------------|-----------------|------------|
| | | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUI AVAILZ |
| | 2015-2016 | 600-200 | ACCOUNTS PAYABLE | 713.02-* | | | | |
| | | 600-4-810-1-4550.1 | *NON-EXPENSE | 713.02 | 15,000- | | 1,660.52- | |
| | | 999-133 | DUE FROM OTHER FUNDS | 713.02 * | | | | |
| | | | ** 2015-2016 YEAR TOTALS | 713.02 | | | | |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

** END OF REPORT **

Invoice



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

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

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

WATS (800) 747-2025

INVOICE NUMBER: 0606971-IN

INVOICE DATE: 10/30/2015

ORDER NUMBER:

ORDER DATE:

SHIP DATE: 10/26/2015

SALESPERSON: C. ALAN BURNHAM

CUSTOMER NO: 10-GRIMES

RECEIVED NOV 4 -

SOLD TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES

101 N E HARVEY

GRIMES, IA 50111

BUYER:

CUSTOMER P.O.

JOB NAME

SHIP VIA

TERMS

JAKE

AL

NET 30 DAYS

| ITEM NO. | UNIT | ORDERED | SHIPPED | BACK ORD | PRICE | AMOUNT |
|---|------|---------|---------|----------|---------|----------|
| I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3W | EACH | 48.00 | 48.00 | 0.00 | 116.000 | 5,568.00 |

ORDER# 470168

PO #12

COMP. 11/10/15

Net Invoice: 5,568.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 5,568.00

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

P.O. No. _____

CITY OF GRIMES

16768

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Municipal Supply, Inc.
Name

1550 N.E. 51st Avenue, Des Moines, IA. 50313
Address

515-262-1300/515-262-6662
Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|--------------------|-----------|---------------|-----------------|
| <u>Imperl Mtr.</u> | <u>48</u> | <u>116.00</u> | <u>5,568.00</u> |

PURCHASE JUSTIFICATION: Home Water Meters
600-5-810-6350.3

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: J. Solsma DATE: 11-4-2015

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk (D)

11-5-15
Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
 Vendor's Copy
 File Copy

RESOLUTION NO. 11-0615

WHEREAS, Iowa Code Section 380.8 provides requirements for municipalities with regard to adoption and publication of the code of municipal ordinances; and

WHEREAS, the City of Grimes endeavors to comply with this statute by periodically reviewing its entire Code of Ordinances to update them;

BE IT RESOLVED by the Grimes City Council that the City Clerk make copies of the proposed updated Code of Ordinance available for review by the public in her office during general business hours, and give public notice pursuant to Iowa Code Section 362.3 that a public hearing will be held with regard to this proposed Code of Ordinances at the Grimes City Council meeting of November 23, 2015, at 5:30 p.m.

BE IT RESOLVED this 10th day of November, 2015.

This Resolution was passed by a vote of _____ to _____.

ATTEST:

CITY OF GRIMES, IOWA

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor



512 NE Main Street • Grimes, Iowa 50111
Tel: 515.986.1028 • Fax: 515.986.1129 • www.rightstuf.com

RECEIVED OCT 26

October 20, 2015

City of Grimes
101 NE Harvey St.
Grimes, IA 50111-2051

cc App 11-10-15

200-5-710-6801.10

To Whom It May Concern:

In accordance with the Development Agreement between the City of Grimes, Iowa and The Right Stuf, Inc. dated August 9, 2005, this correspondence certifies that the company is operating as a distribution center facility at 512 NE Main St. within the city of Grimes as of October 2015.

Property taxes in the amount of \$21,463.00 were paid to the Polk Country Treasurer in September 2015.

A tax increment payment of \$4,883 is due to the Right Stuf on December 1, 2015 per the Development Agreement.

Sincerely,

Shawne Kleckner
President – CEO
The Right Stuf, Inc.

SK/pw



A&W ELECTRIC, INC.

309 S 7th, STE A
ADEL, IA 50003

brendar@awelectricalcontractors.com

INVOICE

| S.O. No. | Date | Invoice # |
|----------|-----------|-----------|
| B258 | 11/4/2015 | 24871 |

| |
|-------------------------|
| Bill To |
| CITY OF GRIMES |
| 101 N HARVEY |
| GRIMES, IA 50111 |

| |
|----------------|
| Phone # |
| 515-986-3986 |
| Fax # |
| 515-993-2130 |

| Due Upon Receipt | | P.O. No. | | |
|------------------|--|----------|-----|----------|
| Quantity | Description | Rate | U/M | Amount |
| 17 | Cannot shut off exhaust in new maintenance building, warehouse area and figure out how the outside lights are controlled. ***ELECTRICIAN CHECKED OUT EXHAUST FANS AND OUTSIDE LIGHT CONTROLS. FOUND SHORT IN LINE. CLEARED SHORT, RECONNECTED. X10 LAMPS OUT. REPLACED X9 FIXTURES AND X8 BALLASTS. SW FIXTURE WAS UNABLE TO FIX...AS SCREWS AND THREADS WERE STRIPPED OUT. CHECKED EXH FANS. ONE IN THE MIDDLE OF SHOP IN MAKE UP AIRFAN-HVAC. X4 FANS ON SOUTH SIDE RUN CONTINUOUSLY. POSSIBLY BAD CONTROLLER OR PROGRAMMING ERROR. INSTALLED NEW BY PASS SWITCH FOR CONTROLS. REGULAR HOURS | 75.00 | hr | 1,275.00 |
| 8 | HPS BAL 400W 51.5-TAP KIT | 176.64 | | 1,413.12 |
| 9 | PHIL C400S51 ALTO 400W HPS | 23.76 | | 213.84 |

PO P12
CC App 11-10-15

We accept credit cards: Master-card, Visa, Discover, and American Express.

Accounts not paid within 15 days of the date of the invoice are subject to a 1.5% monthly finance charge.

| | |
|-------------------------|-------------------|
| Sales Tax (0.0%) | \$0.00 |
| Total | \$2,901.96 |

P.O. No. _____

CITY OF GRIMES

16877

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Ag W Electric
Name

309 S 7th St A Adel IA 50003
Address

Phone Number/Fax Number _____

| ITEMS | QTY | UNIT PRICE | TOTAL |
|----------|--------|------------------|--------------------|
| labor | 17 hrs | 75 ⁰⁰ | 1275 ⁰⁰ |
| Ballasts | 8 | 176.64 | 1413.12 |
| lights | 9 | 23.76 | 213.84 |
| | | | <u>2901.96</u> |

PURCHASE JUSTIFICATION: Building Maintenance at new shop.
Outside lights were not working also Exhaust fans
were always running so had a new bypass switch installed

DEPARTMENT: Building Maintenance

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: David S. [Signature] DATE: 11-6-15

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown 11-6-15
Kelley L. Brown City Administrator/Clerk 00 Date

Council Approval date: (if over \$2500)

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

CITY OF GRIMES

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED THAT at 5:30 P.M. on Tuesday, April __, 2014, the Grimes City Council will hold a public hearing with regard to a Resolution Vacating Sanitary Sewer Easement located in parcel "C" of the Northeast Quarter of Section 17, Township 79, Range 25, recorded at Book 10846, Page 771. This sewer easement is identified by the following legal description:

AN EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 7779, PAGE 175 OF THE POLK COUNTY RECORDER'S OFFICE, AND BEING A PART OF PARCEL "C" OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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

Anyone interested in this Resolution Vacating Sanitary Sewer Easement is invited to attend the hearing and comment on the proposal.

This Notice of the Hearing is given this ____ day of _____, 2015.

City Clerk

Change Order No. 1

| | |
|--|---|
| Project: Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary Crossing | Date of Contract: August 11, 2015 |
| Owner: City of Grimes | Owner's Contract No.: |
| Engineer: FOX Engineering | Engineer's Project No.: 1005-15C |
| Contractor: Jensen Construction Company | Date of Issuance: November 5, 2015 |

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

DESCRIPTIONS: Additional excavation and erosion stone placement for base of quad box culvert.

- Item 1** Excavation of existing unsuitable materials and replacement with erosion stone material under the quad box culvert. Additional item as follows:
- i. Fixed Cost Items - Increases by 1 LS @ \$12,000.00 = **\$12,000.00**
 - ii. Excavation - For Quad Box ONLY - Increases by 306 CY @ \$31.00 = **\$9,486.00**
 - iii. Erosion Stone Subbase Material - Quad Box Only -
Increase by 472.52 Tons @ \$53.00/ton = **\$25,043.56**

Total for Change Order No. 1 = **\$46,529.56**

Attachments: Jensen Construction Company Change Order Proposal Dated September 29, 2015

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|--|--|
| Original Contract Price: \$1,604,310.00 | Original Contract <input type="checkbox"/> Working <input type="checkbox"/> Calendar Substantial completion: Ready for final payment: |
| <input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: \$0 | <input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: Substantial completion (days): Ready for final payment (days): |
| Contract Price prior to this Change Order: \$1,604,310.00 | Contract Times prior to this Change Order: Substantial completion: Ready for final payment: |
| <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: \$ 46,529.56 | <input type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: Substantial completion (days): Ready for final payment (days): |
| Contract Price Incorporating this Change Order: \$1,650,839.56 | Contract Times with all approved Change Orders: Substantial completion: Ready for final payment: |

| | | |
|--|---|--|
| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
| By: _____ Engineer (Authorized Signature) | By: _____ Owner (Authorized Signature) | By: <u><i>[Signature]</i></u> Contractor (Authorized Signature) |
| Date: _____ | Date: _____ | Date: <u>5 Nov 15</u> |

Progress Estimate

For (contract): Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary

Contractor: Jensen Construction Company

Owner's Proj. No.:
Engineer's Proj. No.:

1005-15C

Contractor's Application

Application Number: 2

Application Date: 11/10/2015

| A | | B | | | C | | D | | E | | F | | G | |
|--|---|--------------|---------------------------|-------------|-----------------------|---------------------------------|------------------------------|---------------------|---|--|--------------|---------------------------|---|--|
| Item | Description | Rtd Quantity | Qty added by Change Order | Unit Price | Bid Value | Total Value After Change Orders | Estimated Quantity Installed | Value | Materials Presently Stored (incl. in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (G - F) | | |
| ESTIMATED QUANTITIES | | | | | | | | | | | | | | |
| 1.1 | STRUCTURAL CONCRETE (RCB) | 755 | | \$900.00 | \$674,000.00 | \$674,000.00 | 276.6 | \$221,280.00 | | \$221,280.00 | 36.6% | \$392,720.00 | | |
| 1.2 | GRAVULAR BACKFILL | 1,480 | | \$45.00 | \$66,600.00 | \$66,600.00 | | | | \$20,805.00 | 78.5% | \$65,795.00 | | |
| 1.3 | SPECIAL BACKFILL | 485 | | \$52.00 | \$25,204.00 | \$25,204.00 | 355 | \$20,805.00 | | \$20,805.00 | | \$5,399.00 | | |
| 1.4 | REINFORCEMENT, CLASS E | 490 | | \$48.00 | \$23,520.00 | \$23,520.00 | | | | \$23,520.00 | | \$10,000.00 | | |
| 1.5 | ELECTRICAL CIRCUITS | 1 | | \$10,000.00 | \$10,000.00 | \$10,000.00 | | | | \$10,000.00 | | \$0.00 | | |
| ESTIMATED RETAINING WALL QUANTITIES | | | | | | | | | | | | | | |
| 2.1 | STRUCTURAL CONCRETE (MISC) | 735 | | \$880.00 | \$646,800.00 | \$646,800.00 | | | | \$646,800.00 | | \$0.00 | | |
| 2.2 | GRAVULAR BACKFILL | 1,870 | | \$64.00 | \$119,680.00 | \$119,680.00 | | | | \$119,680.00 | | \$0.00 | | |
| 2.3 | DRIVEMECHANICAL METAL PAINTING | 615 | | \$70.00 | \$43,050.00 | \$43,050.00 | | | | \$43,050.00 | | \$0.00 | | |
| 2.4 | PRECAST CONCRETE COLUMN CAPS | 19 | | \$1,500.00 | \$28,500.00 | \$28,500.00 | | | | \$28,500.00 | | \$0.00 | | |
| 2.5 | CONCRETE REINFORCEMENT ESTHETICS | 8,045 | | \$9.00 | \$72,405.00 | \$72,405.00 | | | | \$72,405.00 | | \$0.00 | | |
| CO1.1 | QUAD BOX BASE OVER-EXC-FIXED COSTS (FS) | | 1 | \$12,000.00 | | \$12,000.00 | 1 | \$12,000.00 | | \$12,000.00 | 100.0% | \$0.00 | | |
| CO1.2 | QUAD BOX BASE OVER-EXC-EXCAVATION (CY) | | 306 | \$31.00 | \$9,486.00 | \$9,486.00 | 306 | \$9,486.00 | | \$9,486.00 | 100.0% | \$0.00 | | |
| CO1.3 | QUAD BOX BASE OVER-EXC-SUBBASE (TON) | | 472.52 | \$53.00 | \$25,043.56 | \$25,043.56 | 472.52 | \$25,043.56 | | \$25,043.56 | 100.0% | \$0.00 | | |
| Totals | | | | | \$1,604,910.00 | \$1,604,910.00 | | \$288,614.56 | | \$288,614.56 | 18.0% | \$1,316,295.44 | | |

Change Order No. 1

| | |
|---|---|
| Project: Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary Crossing | |
| Date of Contract: August 11, 2015 | Owner: City of Grimes |
| Engineer's Contract No.: | Engineer: FOX Engineering |
| Date of Issuance: November 5, 2015 | Contractor: Jensen Construction Company |

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

DESCRIPTIONS: Additional excavation and erosion stone placement for base of quad box culvert.

Item 1 Excavation of existing unsuitable materials and replacement with erosion stone material under the quad box culvert. Additional item as follows:

- i. Fixed Cost Items - Increases by 1 LS @ \$12,000.00 = \$12,000.00
- ii. Excavation - For Quad Box ONLY - Increases by 306 CY @ \$31.00 = \$9,486.00
- iii. Erosion Stone Subbase Material - Quad Box Only - Increase by 472.52 Tons @ \$53.00/ton = \$25,043.56

Total for Change Order No. 1 = \$46,529.56

Attachments: Jensen Construction Company Change Order Proposal Dated September 29, 2015

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|--|
| Original Contract Price: \$1,604,310.00 | Original Contract <input type="checkbox"/> Working <input type="checkbox"/> Calendar |
| <input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders: | Substantial completion: Ready for final payment: |
| \$0 | Contract Times prior to this Change Order: Substantial completion: Ready for final payment: |
| Contract Price prior to this Change Order: \$1,604,310.00 | Contract Times with all approved Change Orders: Substantial completion: Ready for final payment: |
| <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease of this Change Order: | Contract Times with all approved Change Orders: Substantial completion: Ready for final payment: |
| \$ 46,529.56 | Contract Times with all approved Change Orders: Substantial completion: Ready for final payment: |
| Contract Price incorporating this Change Order: \$1,650,839.56 | Contract Times with all approved Change Orders: Substantial completion: Ready for final payment: |

RECOMMENDED: _____ Date: _____
 By: _____ Engineer (Authorized Signature)

ACCEPTED: _____ Date: _____
 By: _____ Owner (Authorized Signature)

ACCEPTED: _____ Date: _____
 By: _____ Contractor (Authorized Signature)

Unit Price Contract

Contractor's Application for Payment No. 1

Project: Crossroads Business Park of Grimes Plat 6 - SE From (Contractor): McAninch Corporation Application Date: 11/10/2015
 Destination Drive Extension

To (Owner): City of Grimes Owner's Project No.: 1005-15E Period From: 10/21/2015
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 1005-15E Period To: 11/2/2015

| Approved Change Order Summary: | | |
|--------------------------------|--|---|
| No. | Date Approved | Additions |
| | | Deductions |
| 1. | | ORIGINAL CONTRACT PRICE..... \$ 536,852.98 |
| 2. | | Net change by Change Orders..... \$ |
| 3. | | Current Contract Price (Line 1 + 2)..... \$ 536,852.98 |
| 4. | | TOTAL COMPLETED AND STORED TO DATE |
| | | (Column F on Progress Estimate)..... \$ 318,372.53 |
| 5. | | RETAINAGE: |
| | a. 5% | X Work Completed..... \$ 15,918.63 |
| | b. 5% | X Stored Material..... \$ |
| | c. Less Total Retainage Released Early..... \$ | |
| | d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 15,918.63 | |
| 6. | | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 302,453.90 |
| 7. | | LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ |
| 8. | | AMOUNT DUE THIS APPLICATION..... \$ 302,453.90 |
| 9. | | BALANCE TO FINISH, PLUS RETAINAGE |
| | | (Column G on Progress Estimate + Line 5 above)..... \$ 234,399.08 |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

Contractor's Certification
 The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Endorsed by the Construction Specifications Institute.

Payment of: \$ 302,453.90 (Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 302,453.90 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Progress Estimate

Owner's Proj. No.: 1005-15E

Contractor's Application

For (Contract): Crossroads Business Park of Ordines Plat 5 - SE Deductible Drive Extension

Headworks Construction

Engineer's Proj. No.:

1005-15E

Application Number: 1

| Bid Item No. | Item Description | Division 1 | | Total Quantity | Division 1 | | Unit Price | Bid Value | Estimated | | Total Quantity | Rise Value | Division 1 | | Total Value | Nitrates Presently Stored (ton in C) | Total Completed and Stored in Date (C ± B) | % | Bids to Date (B - D) | Work Hours |
|---------------|---------------------------------------|---------------|-------------------|----------------|----------------|--------------------|-------------------|-------------------|------------|----------------|----------------|-------------------|-------------------|-------------------|-------------|--------------------------------------|--|-------------------|----------------------|------------|
| | | Rise Quantity | Non-Rise Quantity | | Rise Installed | Non-Rise Installed | | | Rise Value | Non-Rise Value | | | | | | | | | | |
| 1 | Clearing and Grubbing | 1 | 7185 | 1 | 7185 | 1 | \$2,250.00 | \$2,250.00 | 1 | 2,932 | 4,285 | \$13,592.00 | \$8,214.00 | \$21,806.00 | 0 | \$21,806.00 | 100.0% | \$13,592.00 | 88.00 | |
| 2 | Topsoil, On-Site | 1322 | 18639 | 14961 | 1322 | 1322 | \$4.30 | \$5,688.00 | 1,232 | 2,932 | 4,285 | \$18,607.40 | \$8,214.00 | \$26,821.40 | 0 | \$26,821.40 | 100.0% | \$18,607.40 | 4.25 | |
| 3 | Excavation, Class 10 | 4510 | 24549 | 29059 | 4510 | 4510 | \$2.97 | \$13,404.30 | 3,611 | 15,774 | 19,385 | \$57,424.95 | \$11,172.00 | \$68,596.95 | 0 | \$68,596.95 | 100.0% | \$57,424.95 | 62.00 | |
| 4 | Subgrade Preparation | 2845 | 300 | 3145 | 2845 | 2845 | \$3.03 | \$10,680.15 | 2,645 | 300 | 2,945 | \$9,601.35 | \$1,089.00 | \$10,690.35 | 0 | \$10,690.35 | 100.0% | \$9,601.35 | 20.75 | |
| 5 | Sanitary Sewer Tranche | 1 | 753 | 753 | 1 | 1 | \$3,570.00 | \$3,570.00 | 0.9 | 0.9 | 1 | \$3,213.00 | \$40,439.00 | \$43,652.00 | 0 | \$43,652.00 | 100.0% | \$3,213.00 | 15.00 | |
| 6 | Sanitary Sewer Tranche | 222 | 222 | 444 | 222 | 222 | \$33.00 | \$7,362.00 | 753 | 753 | 1506 | \$52,857.00 | \$8,214.00 | \$61,071.00 | 0 | \$61,071.00 | 100.0% | \$52,857.00 | 88.00 | |
| 7 | Sanitary Sewer Tranche | 345 | 345 | 690 | 345 | 345 | \$48.00 | \$16,560.00 | 222 | 222 | 444 | \$13,592.00 | \$8,214.00 | \$21,806.00 | 0 | \$21,806.00 | 100.0% | \$16,560.00 | 83.00 | |
| 8 | Storm Sewer Tranche | 1 | 1 | 2 | 1 | 1 | \$78.00 | \$78.00 | 1 | 1 | 2 | \$156.00 | \$1,089.00 | \$1,245.00 | 0 | \$1,245.00 | 100.0% | \$156.00 | 2.00 | |
| 9 | Storm Sewer Tranche | 1 | 1 | 2 | 1 | 1 | \$1,024.00 | \$1,024.00 | 1 | 1 | 2 | \$2,048.00 | \$1,089.00 | \$3,137.00 | 0 | \$3,137.00 | 100.0% | \$2,048.00 | 2.00 | |
| 10 | Pipe Apron, RCP, 24 In. | 1 | 1 | 2 | 1 | 1 | \$395.00 | \$395.00 | 1 | 1 | 2 | \$790.00 | \$992.00 | \$1,782.00 | 0 | \$1,782.00 | 100.0% | \$790.00 | 1.00 | |
| 11 | Feeding for Pipe Apron Guard, RCP, 24 | 1 | 1 | 2 | 1 | 1 | \$902.00 | \$902.00 | 1 | 1 | 2 | \$1,804.00 | \$992.00 | \$2,796.00 | 0 | \$2,796.00 | 100.0% | \$1,804.00 | 1.00 | |
| 12 | Pipe Apron Guard | 1 | 1 | 2 | 1 | 1 | \$213.00 | \$213.00 | 1 | 1 | 2 | \$426.00 | \$992.00 | \$1,418.00 | 0 | \$1,418.00 | 100.0% | \$426.00 | 1.00 | |
| 13 | Water Main, Tranche, PVC, 8 In. | 828 | 828 | 1656 | 828 | 828 | \$21.00 | \$17,208.00 | 828 | 828 | 1656 | \$55,884.00 | \$8,214.00 | \$64,098.00 | 0 | \$64,098.00 | 100.0% | \$55,884.00 | 88.00 | |
| 14 | Water Service Stud, PVC, 6 In. | 6 | 6 | 12 | 6 | 6 | \$1,431.00 | \$8,586.00 | 6 | 6 | 12 | \$8,586.00 | \$8,214.00 | \$16,800.00 | 0 | \$16,800.00 | 100.0% | \$8,586.00 | 83.00 | |
| 15 | Valve, Gate, 6 In. | 7 | 7 | 14 | 7 | 7 | \$565.00 | \$3,955.00 | 7 | 7 | 14 | \$3,955.00 | \$8,214.00 | \$12,169.00 | 0 | \$12,169.00 | 100.0% | \$3,955.00 | 2.00 | |
| 16 | Valve, Gate, 6 In. | 1 | 1 | 2 | 1 | 1 | \$1,172.00 | \$1,172.00 | 1 | 1 | 2 | \$2,344.00 | \$8,214.00 | \$10,558.00 | 0 | \$10,558.00 | 100.0% | \$2,344.00 | 2.00 | |
| 17 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 18 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 19 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 20 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 21 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 22 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 23 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 24 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 25 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 26 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 27 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 28 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 29 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 30 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 31 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 32 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 33 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 34 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 35 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 36 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 37 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 38 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 39 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 40 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 41 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 42 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 43 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 44 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| 45 | Pre-Prestressed Concrete | 2 | 2 | 4 | 2 | 2 | \$3,725.00 | \$7,450.00 | 2 | 2 | 4 | \$14,900.00 | \$8,214.00 | \$22,114.00 | 0 | \$22,114.00 | 100.0% | \$14,900.00 | 9.00 | |
| Totals | | 100 | 100 | 200 | 100 | 100 | \$1,900.00 | \$1,900.00 | 1 | 1 | 2 | \$3,800.00 | \$1,900.00 | \$5,700.00 | 0 | \$5,700.00 | 100.0% | \$3,800.00 | 24.00 | |

AUTUMN PARK BIDS

10.2015

| | COMPANY | NAME | TOTAL PRICE | |
|--------|-------------------------|---------------|--------------------|--|
| bid | Boland Rec | Mark Boland | \$45,900 | 8' Typhoon Slide, plus 3 slides, pods, see saw and inc |
| bid | Cunningham Rec/GameTime | Tim Kisgen | \$46,406.00 | See saw, whirlwind seat, 3 slides, hanging pods, over |
| bid | Rainbow Play | Tom Armstrong | \$48,892.00 | Enclosed tube slide, double slide, climber, monkey b |
| bid | All-Inclusive | Barry Dodd | \$50,000 | dragon fly, solo spinner, high climb, 3d Climbing wall |
| no bid | Outdoor Rec Products | Rick Ertz | | |
| no bid | ABCreative | Larry Rife | | |

*Company will install equipment. City will store until ready. General Contractor will handle fall area material and install.
Equipment for Ages 5-12, 5" posts, Burgundy, Tan, Green Colored

The Park Board has approved the recommendation of hiring Boland Recreation to install the Equipment.
With the lower bid we think they can also provide swings at this location as well and stay under the \$50K Budget



October 29, 2015

Erin Ollendike

Civil Design Advantage
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

Chevalia Pointe Plat 1 – Final Plat

FOX Ref No: 8630-051.236

FOX Engineering with assistance from David Schneider, PLS, has completed the first review of the Final Plat for Chevalia Pointe Plat 1. Please address the following comments:

1. If you have not done so, please submit a check for Final Plat Fees to the City of Grimes as per Chapter 166.13.
2. Please provide a note on the final plat clarifying that Street Lot 'A' will be dedicated to the City of Grimes for public right of way.
3. Please provide addresses on the lots (see attached).
4. The existing trail easement along the east side of the plat shall be vacated. Please state as such on the final plat and file necessary paperwork to vacate this trail easement.
5. It is not necessary to state the old zoning of the property on the final plat (C-1). Please eliminate.
6. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
 - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
 - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
 - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
 - f. Please send FOX (John Gade – jgade@foxeng.com) and the City Attorney (Erik Fisk - Fisk@whitfieldlaw.com) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
7. Prior to acceptance of the Final Plat the Developer should enter into a Developer's Agreement with the City of Grimes in regard to Parkland Dedication. Based on Grimes Code Chapter 159, 0.194 acres of public parkland is required for dedication.

-
8. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city. The City Engineer shall review the cost estimates for all improvements to verify the bond amount. Note that the City will not accept the final plat until all improvements (this includes temporary and permanent seeding/stabilization) have been installed unless a performance bond or letter of credit is submitted to the City of Grimes (all Punchlist Items shall be addressed). Prior to the City releasing the resolution, all public improvements shall be completed and accepted by the City. All City invoices shall be paid prior to release of the final plat.
 9. 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.
 10. 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.
 11. Please address all of Dave Schneider's comments. Note that Mr. Schneider has yet to comment on this plat. Comments will be forthcoming under separate cover.
 12. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

FINAL PLAT SCHEDULE:

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

COUNCIL MEETING: November 10, 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



101 NE Harvey Street, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

This meeting of the Grimes Planning and Zoning Commission was called to order on Tuesday, November 3, 2015 at 5:30 P.M. at Grimes City Hall.

Roll Call: Present: Bill Bohan, Steve Valline, Mike Chambers, Scott Almeida, Kelsey Clark, City Engineer Mitch Holtz, Council Liaison Craig Patterson, Building Administrator Scott Clyce

I. GENERAL AGENDA ITEMS

I. APPROVAL OF THE AGENDA

Motion by Clark, Second by Chambers to approve the agenda.

Roll call: Ayes-All; Nays-0 Motion passes: 4-0

II. APPROVAL OF THE MINUTES

Motion by Valline, Second by Clark to approve the minutes from the October 6, 2015 meeting.

Roll call: Ayes-All; Nays: 0 Motion passes: 4- 0.

II. PUBLIC AGENDA ITEMS

1. Chevalia Pointe Final Plat 1

Erin Ollendike, Civil Design Advantage, 3405 SE Crossroads Drive Suite G addressed the Board on behalf of the owner & developer JBTT, LLC. Ollendike stated that this development at the corner of NW 27th Street and N. James Street consists of 13 single family lots. Ollendike said that utilities are being installed and paving was expected to start in a couple of weeks. Holtz stated that the fencing requirements for this plat have been noted in the final plat in addition to the public utility easements that will be in the front yards as requested during the Preliminary Plat submittal last month. Holtz also stated that the street name of NE Tanzanite Court was in compliance with the street name requirements.

Council Liaison Patterson stated that he had noticed more traffic volume in that area and was concerned about visibility for drivers. Patterson stated that there should be discussion on potential traffic flow controls such as a three way stop or signal lighting to be placed at that intersection in the future.

Motion by Chambers, Second by Valline to approve Chevalia Pointe Final Plat 1 per the Fox Engineering letter dated October 29, 2015.

Roll call: Ayes-All, Nays- 0 Motion passes: 4- 0

III. PUBLIC FORUM- None

IV. ZONING ADMINISTRATOR REPORT-

City Engineer Holtz stated that this should be the last of the plat submittals for a while with construction getting close to slowing down over the winter months. Building Administrator Clyce stated that there

were 22 single family permits in October bringing the total of 183 single family homes for the year to date and two commercial final inspections.

1. Old Business- None
2. New Business- Next meeting December 1, 2015.

V. ADJOURNMENT

Meeting is adjourned at 5:40 pm

Bill Bohan, Chair

Beaver Creek Watershed Management Authority Agreement

Between Boone County, Dallas County, Greene County, Polk County, Webster County, City of Beaver, City of Berkley, City of Bouton, City of Boxholm, City of Dallas Center, City of Dana, City of Des Moines, City of Grand Junction, City of Granger, City of Grimes, City of Johnston, City of Minburn, City of Ogden, City of Perry, City of Urbandale, City of Woodward, Boone County Soil and Water Conservation District, Dallas County Soil and Water Conservation District, Greene County Soil and Water Conservation District, Polk Soil and Water Conservation, and Webster County Soil and Water Conservation District.

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this _____ day of _____, 2015 by and between Boone County, Iowa; Dallas County, Iowa; Greene County, Iowa; Polk County, Iowa; Webster County, Iowa; the City of Beaver, Iowa; the City of Berkley, Iowa; the City of Bouton, Iowa; the City of Boxholm, Iowa; the City of Dallas Center, Iowa; the City of Dana, Iowa; the City of Des Moines, Iowa; the City of Grand Junction, Iowa; the City of Granger, Iowa; the City of Grimes, Iowa; the City of Johnston, Iowa; the City of Minburn, Iowa; the City of Ogden, Iowa; the City of Perry, Iowa; the City of Urbandale, Iowa; the City of Woodward, Iowa; the Boone County Soil and Water Conservation District; the Dallas County Soil and Water Conservation District; the Greene County Soil and Water Conservation District; the Polk County Soil and Water Conservation District; and the Webster County Soil and Water Conservation District. All entities shall be referred to hereinafter as the Parties.

WHEREAS, Iowa Code section 466B of the *Code of Iowa* authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code (HUC) 8 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority in order to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to *Code of Iowa* Section 466B.22, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority; and;

WHEREAS, the Parties deem establishment of the Beaver Creek Watershed Management Authority (hereinafter referred to as the "Authority"), a watershed management authority encompassing all of the Beaver Creek watershed which falls within the same HUC 8 watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Authority to carry out watershed planning and improvements in the Beaver Creek Watershed.

NOW THEREFORE, it is agreed by and between the Parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Counties of Boone, Dallas, Greene, Polk, and Webster are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Boone County
201 State Street
Boone, Iowa 50036

Dallas County
801 Court Street
Adel, Iowa 50003

Greene County
114 N. Chestnut Street
Jefferson, Iowa 50129

Polk County
111 Court Avenue
Des Moines, Iowa 50309

Webster County
701 Central Avenue
Fort Dodge, Iowa 50501

1.2 The Cities of Beaver, Berkley, Bouton, Boxholm, Dallas Center, Dana, Des Moines, Grand Junction, Granger, Grimes, Johnston, Minburn, Ogden, Perry, Urbandale, and Woodward are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapters 364 and 372. Their respective addresses are:

City of Beaver

Beaver, Iowa 50031

City of Berkley

Berkley, Iowa 50220

City of Bouton

110 E 1st Street

Bouton, Iowa 50039

City of Boxholm

106 Elm Street

Boxholm, Iowa 50040

City of Dallas Center

1502 Walnut Street

PO Box 396

Dallas Center, Iowa 50063

City of Dana

101 Anyer West

Dana, Iowa 50064

City of Des Moines

400 Robert D. Ray Drive

Des Moines, Iowa 50309

City of Grand Junction

107 E. Main Street

Grand Junction, Iowa 50107

City of Granger

1906 Main Street

PO Box 333

Grainger, Iowa 50109

City of Grimes

101 N Harvey Street

Grimes, Iowa 50111

City of Johnston

6221 Merle Hay Road

Johnston, Iowa 50131

City of Minburn

315 Baker Street

Minburn, Iowa 50167

City of Ogden
513 West Walnut Street
Ogden, Iowa 50212

City of Perry
1102 Willis Avenue, Suite 300
Perry, Iowa 50220

City of Urbandale
3600 86th Street
Urbandale, Iowa 50322

City of Woodward
105 E Second Street
Woodward, Iowa 50276

- 1.3 The Boone, Dallas, Greene, Polk, and Webster Soil and Water Conservation Districts are each a governmental division of the State of Iowa as provided in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to *Code of Iowa* Section 161A.5(1). Their respective addresses are:

Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Dallas County SWCD
1918 Greene Street, Suite 2
Adel, Iowa 50003

Greene County SWCD
1703 North Elm Street, Suite 2
Jefferson, Iowa 50129

Polk SWCD
1513 North Ankeny Blvd. Suite 3
Ankeny, Iowa 50023-4167

Webster County SWCD
1898 Kountry Lane
Fort Dodge, Iowa 50501

SECTION 2. BEAVER CREEK WATERSHED BOUNDARY.

The area within this Agreement shall be known as the Beaver Creek Watershed Boundary. At the inception of this Agreement, this Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the Parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Beaver Creek watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.22:
- 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not have the power to acquire property by eminent domain. All interests in lands shall be held in the name of the Party wherein said lands are located.

SECTION 4. GOVERNANCE.

- 4.1 It is the intention of this Agreement that the Authority be established as an administrative agency and that the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Parties known as the Beaver Creek Watershed Management Authority Board (herein after referred to as the "Board") shall be responsible for coordinating watershed planning and improvements and executing activities directed to fulfilling the purposes of this Agreement. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Authority.
- 4.3 The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code Section 69.16A).

- 4.4 The Board will develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

- 6.1 The Parties to this Agreement shall retain all powers and duties conferred by law, but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Authority. Each Party shall be responsible for:
- 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Beaver Creek watershed boundary;
 - 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
 - 6.1.3 identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
 - 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;
 - 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
 - 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;
 - 6.1.7 securing such financing, including grants, loans, and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
 - 6.1.8 designing and bidding of projects;
 - 6.1.9 administering contracts; and
 - 6.1.10 observing construction.

SECTION 7. OPERATIONS

- 7.1 Within its available resources through funding or in-kind support, the Authority may employ one or more staff members.
- 7.2 In addition to other powers and duties, the Authority will oversee the performance of all staff members and in-kind contributions to the Authority of personnel, materials, and equipment.
- 7.3 Within its available resources through funding or in-kind support, the Authority may acquire or lease equipment and supplies necessary to its work, acquire or lease office space, acquire and manage facilities related to its work, and insure against identified risks.
- 7.4 The Authority may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- 7.5 The Board may create committees and task forces to support its work and, within its available resources through funding or in-kind support, engage experts and consultants.

SECTION 8. MANNER OF FINANCING.

- 8.1 The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and such other funds, as well as in-kind contributions, as necessary to support work pursuant to this Agreement. It is agreed and understood by the Parties hereto that no financial obligations upon any Party are intended to be created hereby.
- 8.2 No action to contribute funds by a Board member of the Authority is binding on the Party that he or she represents without official approval by the governing body of that Party. No Party may be required to contribute funds to the Authority.
- 8.3 The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Party or other organization meeting the fiscal agent standards outlined in the bylaws.
- 8.4 All funds received for use by the Authority shall be held in a special fund by one of the Parties who shall act as the fiscal agent, pursuant to a written Fiscal Agent Agreement between the fiscal agent and the Authority. When funds are provided as a grant or loan directed to a Party of the Authority for a project administered by that Party, the funds shall be retained and administered by that Party.

SECTION 9. SEVERABILITY/INVALIDITY.

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of competent jurisdiction, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Parties to this Agreement, or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 10. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by the Parties. All amendments shall be in writing, signed by all of the Parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2015).
- 11.2 Any Party desiring an amendment to this Agreement shall notify other Parties of its desire, and the reasons for the request. Such requests shall be in writing to the other governing bodies of the Parties, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Parties, each Party shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Party's governing body.
- 11.4 Amendments shall take effect ten (10) days following receipt of the last such resolution by the other Parties. Amendments shall be filed and recorded as required by Section 15 hereof.

SECTION 12. ADDITIONAL PARTIES.

- 12.1 A City, County, or Soil and Water Conservation District within the Beaver Creek Watershed who is not a Party, may request, in writing to the Authority, to become a Party.
- 12.2 Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and the requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

SECTION 13. TERMINATION OF AGREEMENT.

This Agreement shall terminate upon the mutual agreement of the governing bodies of all Parties in the Authority. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually withdraw from their participation in the Agreement after providing the Authority a written 90 day notice of intent. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 14. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Parties as required by law and filing with the Secretary of State in an electronic format.

SECTION 15. NOTICES.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the representative designated to receive notice for each Party as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons regarding each Party:

Boone County: Chairperson, Boone County Board of Supervisors
Boone County Administration
201 State Street
Boone, Iowa 50036

Dallas County: Chairperson, Dallas County Board of Supervisors
Dallas County Administration
801 Court Street
Adel, Iowa 50003

Greene County: Chairperson, Greene County Board of Supervisors
Greene County Administration
114 N. Chestnut Street
Jefferson, Iowa 50129

Polk County: Chairperson, Polk County Board of Supervisors
Polk County Administration
111 Court Avenue
Des Moines, Iowa 50309

Webster County: Chairperson, Webster County Board of Supervisors
Webster County Administration
701 Central Avenue
Fort Dodge, Iowa 50501

Beaver: Mayor, City of Beaver

Beaver, Iowa 50031

Berkley: Mayor, City of Berkley

Berkley, Iowa 50220

Bouton: Mayor, City of Bouton
110 E 1st Street
Bouton, Iowa 50039

Boxholm: Mayor, City of Boxholm
106 Elm Street
Boxholm, Iowa 50040

Dallas Center: Mayor, City of Dallas Center
1502 Walnut Street
PO Box 396
Dallas Center, Iowa 50063

Dana: Mayor, City of Dana
101 Anyer West
Dana, Iowa 50064

Des Moines: Mayor, City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309

Grand Junction: Mayor, City of Grand Junction
107 E. Main Street
Grand Junction, Iowa 50107

Granger: Mayor, City of Granger
1906 Main Street
PO Box 333
Grainger, Iowa 50109

Grimes: Mayor, City of Grimes
101 N Harvey Street
Grimes, Iowa 50111

Johnston: Mayor, City of Johnston
6221 Merle Hay Road
Johnston, Iowa 50131

Minburn: Mayor, City of Minburn
315 Baker Street
Minburn, Iowa 50167

Ogden: Mayor, City of Ogden
513 West Walnut Street
Ogden, Iowa 50212

Perry: Mayor, City of Perry
1102 Willis Avenue, Suite 300
Perry, Iowa 50220

Urbandale: Mayor, City of Urbandale
3600 86th Street
Urbandale, Iowa 50322

Woodward: Mayor, City of Woodward
105 E Second Street
Woodward, Iowa 50276

Boone County Soil and Water Conservation District:
Chairperson, Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Dallas County Soil and Water Conservation District:
Chairperson, Dallas County SWCD
1918 Greene Street, Suite 2
Adel, Iowa 50003

Greene County Soil and Water Conservation District:
Chairperson, Greene County SWCD
1703 North Elm Street, Suite 2
Jefferson, Iowa 50129

Polk Soil and Water Conservation District:
Chairperson, Polk SWCD
1513 North Ankeny Blvd. Suite 3
Ankeny, Iowa 50023-4167

Webster Soil and Water Conservation District:
Chairperson, Webster County SWCD
1898 Kountry Lane
Fort Dodge, Iowa 50501

Or such other address as any Party may specify by notice to the other Parties.

SECTION 16. RECORDATION.

This Agreement shall be recorded pursuant to the requirements of *Code of Iowa*, Chapter 28E.

SECTION 17. ENTIRE AGREEMENT.

This Agreement and the attachments hereto constitute the entire Agreement among the Parties and supersedes or replaces any prior agreements among the Parties relating to its subject matter.

SECTION 18. NO WAIVER.

The waiver or acceptance by any Party of a breach or violation of any provision(s) of this Agreement by another Party shall not operate as, or be construed to be, a waiver of any other or subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside entity without the prior approval of the Board.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement shall supply to the Authority a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 22. SIGNATURE PAGES.

The Parties agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Party.

Dated this ____ day of _____, 2015.

BOONE COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2015.

DALLAS COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2015.

GREENE COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2015.

POLK COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2015.

WEBSTER COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2015.

BEAVER, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

BERKLEY, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

BOUTON, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

BOXHOLM, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this _____ day of _____, 2015.

DALLAS CENTER, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

DANA, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

DES MOINES, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

GRAND JUNCTION, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

GRANGER, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

GRIMES, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

JOHNSTON, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

MINBURN, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

OGDEN, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

PERRY, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

URBANDALE, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this ____ day of _____, 2015.

WOODWARD, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this _____ day of _____, 2015.

BOONE SOIL AND WATER CONSERVATION DISTRICT
BOONE COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2015.

DALLAS SOIL AND WATER CONSERVATION DISTRICT
DALLAS COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2015.

GREENE SOIL AND WATER CONSERVATION DISTRICT
GREENE COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2015.

POLK SOIL AND WATER CONSERVATION DISTRICT
POLK COUNTY, IOWA

BY: _____
Chairperson

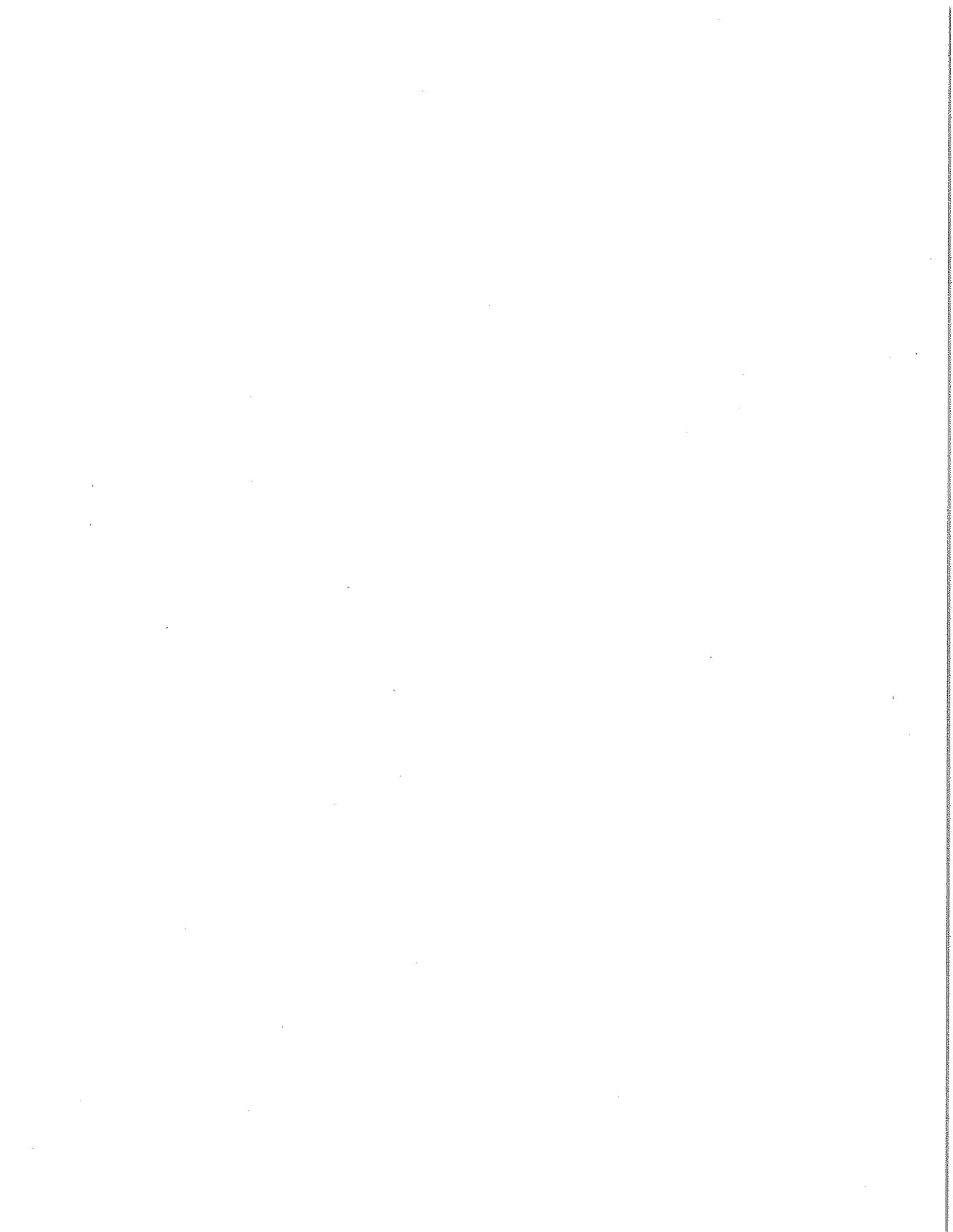
ATTEST: _____
Secretary

Dated this ____ day of _____, 2015.

WEBSTER SOIL AND WATER CONSERVATION DISTRICT
WEBSTER COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary





Legend

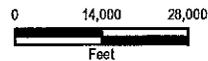
-  Streams
-  Incorporated City
-  County
-  Beaver Creek Watershed



SNYDER & ASSOCIATES
Engineers and Planners



Beaver Creek Watershed



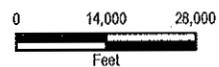
Attachment A



SNYDER & ASSOCIATES
Engineers and Planners



Beaver Creek Watershed



Appendix A

Watershed Management Authority Fact Sheet

What is a Watershed Management Authority (WMA)?

Under Iowa law, a Watershed Management Authority is a *formal* Chapter 28E agreement, or partnership, created by two or more political subdivisions (e.g., cities, counties, Soil and Water Conservation Districts) to accomplish the following:

- Assess and reduce flood risk;
- Assess and improve water quality;
- Monitor federal flood risk planning and activities;
- Educate residents of the watershed regarding flood risks and water quality;
- Allocate moneys made available to the Authority for purposes of water quality and flood mitigation.

Why participate in a Watershed Management Authority?

- Water management problems are greater than one county or city can handle.
- Local citizens, county boards or cities request them.
- They allow for uniform, effective actions or controls, to correct and prevent problems.
- State & federal money available for work in WMAs.
- Iowa Legislature passed legislation to encourage the formation of WMAs.
- Iowa Economic Development Authority selected 6 watersheds as pilots for Iowa WMA development. Additionally, 100% grant money will be made available in summer 2012 for those jurisdictions with a Watershed Management Authority in place.
- No upfront cost to join the Watershed Management Authority.
- Once Watershed Management Authority is formed it can apply to the Iowa Economic Development Authority for Funding to develop a plan.

How can we set up a Watershed Management Authority?

- All cities, counties, and Soil and Water Conservation Districts (SWCDs) within a watershed must be invited.
- A WMA must be created pursuant to a chapter 28E agreement between a minimum of two political subdivisions from the same watershed.
- The WMA must be governed by a board of directors, made up of appointed representatives of the participating political subdivisions. The board shall adopt bylaws, elect a chairperson, vice chairperson and appoint a secretary.

What may a Watershed Management Authority do?

- Assess and reduce flood risk; assess and improve water quality; monitor federal flood risk planning and activities; educate residents of the watershed regarding flood risks and water quality; and allocate moneys made available to the WMA for purposes of water quality and flood mitigation.
- The WMA may enter into and execute contracts and agreements necessary to carry out the duties.
- They shall not acquire property by eminent domain.
- They may coordinate activities with the Department of Natural Resources, the Department of Agriculture and Land Stewardship, Councils of Governments, public drinking water utilities, and Soil and Water Conservation Districts.

Questions: Please contact Mark Land with Snyder & Associates, Inc., at (515) 964-2020 with questions.

**BEAVER CREEK WATERSHED MANAGEMENT AUTHORITY
SCHEDULE OF JURISDICTION CONSIDERATION OF 28E AGREEMENT**

| Jurisdiction | Regular Meeting Dates | Regular Meeting Times | Tentative Meeting | Approved? (Yes/No) |
|----------------------------|---------------------------------|-----------------------|-------------------|-----------------------|
| Granger | 2nd Wednesday of Every Month | 7:00 PM | 9/9/2015 | Yes |
| Polk County SWCD | 3rd Tuesday of the Month | 9:00 AM | 9/15/2015 | Yes |
| Polk County | Every Tuesday | 9:30 AM | 9/15/2015 | Yes |
| Urbandale | Every Other Tuesday | 7:00 PM | 9/16/2015 | Yes |
| Johnston | 1st & 3rd Monday of the Month | 7:00 PM | 9/21/2015 | Yes |
| Webster County Supervisors | Every Tuesday | 10:00 AM | 9/22/2015 | Yes |
| Grand Junction | 2nd Monday of Every Month | 7:00 PM | 10/12/2015 | Yes |
| Ogden | 2nd Tuesday of Every Month | 7:00 PM | 10/13/2015 | yes |
| Boone County SWCD | 4th Thursday of the Month | Noon | 10/22/2015 | |
| Greene County Supervisors | Every Monday | 8:30 AM | 10/26/2015 | |
| Boone County Supervisors | Every Wednesday | 10:00 AM | 10/28/2015 | |
| Des Moines | 2nd & 4th Monday of the Month | 4:30 PM | 11/9/2015 | |
| Minburn | 2nd Monday of Every Month | 7:00 PM | 11/9/2015 | |
| Dallas County Supervisors | Every Tuesday | 9:00 AM | 11/10/2015 | |
| Dallas Center | 2nd Tuesday of Every Month | 7:00 PM | 11/10/2015 | |
| Webster County SWCD | 2nd Wednesday of Every Month | 11:30 AM | 11/11/2015 | |
| Grimes | 2nd & 4th Thursday of the Month | 5:30 PM | 11/12/2015 | |
| Dallas County SWCD | 3rd Monday of Every Month | 7:00 PM | 11/16/2015 | |
| Greene County SWCD | 1st Wednesday of Every Month | 6:00 PM | 12/2/2015 | |
| Dana | 1st Wednesday of Every Month | 7:00 PM | 12/2/2015 | |
| Bouton | 1st Monday of Every Month | 6:00 PM | 12/7/2015 | |
| Berkley | 1st Monday of Every Month | 7:00 PM | 12/7/2015 | |
| Boxholm | 2nd Monday of Every Month | 7:00 PM | 12/14/2015 | |
| Perry | 1st & 3rd Monday of Every Month | 6:00 PM | 12/21/2015 | |
| Woodward | 2nd Monday of Every Month | 7:00 PM | 1/11/2016 | |
| Beaver | | | | |

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(GABUS-Heritage Project)

419952-38

Grimes, Iowa

November 10, 2015

A meeting of the City Council of the City of Grimes, Iowa, was held at ____ o'clock ____ .m., on November 10, 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: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and GABUS in connection with the undertaking of the Heritage at Grimes development on certain real property in the Grimes Urban Renewal Area 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 City 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 or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 _____

Resolution Approving Development Agreement with GABUS, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the "Urban Renewal Tax Revenue Fund"), 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, a certain development agreement (the "Agreement") between the City and GABUS (the "Developer") has been prepared in connection with the undertaking of the Heritage at Grimes development on certain real property in the Urban Renewal Area and the corresponding installation of public infrastructure improvements (the "Heritage Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$4,200,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 10, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

- (a) The Heritage Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Heritage Project will generate public gains and benefits, particularly in the creation of new jobs, the leveraging of private investment and the enhancement of commerce-related infrastructure, which are warranted in comparison to the amount of the proposed financial incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Heritage Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in the City of Grimes, Polk County, State of Iowa legally described as follows:

[Insert Legal Description Here]

Section 5. The City hereby pledges to the payment of the Agreement the Heritage Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Heritage Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa evidencing this Agreement and the continuing pledging of the Heritage Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 10th day of November, 2015.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTIES OF DALLAS AND POLK
CITY OF GRIMES

SS:

I, the undersigned, City Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this ____ day of _____, 2015.

City Clerk

November 6, 2015

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: GABUS-Heritage Project Development Agreement
File No. 419952-38

Dear Rochelle:

Attached are copies of proceedings covering the City Council's November 10, 2015 public hearing on the proposed Development Agreement with GABUS, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully-executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Shade Tree Auto Development Project)

419952-42

Grimes, Iowa

November 10, 2015

A meeting of the City Council of the City of Grimes, Iowa, was held at ____ o'clock ____m., on November 10, 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: _____

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Clint Dudley in connection with the undertaking of the Shade Tree Auto Development on certain real property in the Grimes Urban Renewal Area 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 City 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 or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 _____

Resolution Approving Development Agreement with Clint Dudley d/b/a Shade Tree Auto, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the "Urban Renewal Tax Revenue Fund"), 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, a certain development agreement (the "Agreement") between the City and Clint Dudley d/b/a Shade Tree Auto (the "Developer") has been prepared in connection with the construction of new facilities for use in automotive repair and service operations on real property situated at 1751 Mercantile Circle in the Urban Renewal Area (the "Shade Tree Auto Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$195,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 10, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Shade Tree Auto Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Shade Tree Auto Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed financial incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Shade Tree Auto Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in the City of Grimes, Polk County, State of Iowa legally described as follows:

[Insert Legal Description Here]

Section 5. The City hereby pledges to the payment of the Agreement the Shade Tree Auto Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Shade Tree Auto Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa evidencing this Agreement and the continuing pledging of the Shade Tree Auto Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 10th day of November, 2015.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

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

I, the undersigned, City Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

November 6, 2015

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: Shade Tree Auto Project Development Agreement
File No. 419952-42

Dear Rochelle:

Attached are copies of proceedings covering the City Council's November 10, 2015 public hearing on the proposed Development Agreement with Shade Tree Auto, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully-executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Total Family Eye Care)

419952-43

Grimes, Iowa

November 10, 2015

A meeting of the City Council of the City of Grimes, Iowa, was held at ____ o'clock
__ .m., on November 10, 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: _____.

The City Council investigated and found that notice of the intention of the Council to
conduct a public hearing on a Development Agreement between the City and Dr. Matthew J.
Howie d/b/a Total Family Eye Care in connection with the enhancement of its business facilities
on certain real property in the Grimes Urban Renewal Area 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 City 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 or comments, the Mayor announced that the hearing
was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 _____

Resolution Approving Development Agreement with Dr. Matthew J. Howie d/b/a Total Family Eye Care, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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 (the "Urban Renewal Tax Revenue Fund"), 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, a certain development agreement (the "Agreement") between the City and Dr. Matthew J. Howie d/b/a Total Family Eye Care (the "Developer") has been prepared in connection with the enhancement of its business facilities on certain real property in the Urban Renewal Area (the "Total Family Eye Care Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Developer in a total amount not exceeding \$107,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on November 10, 2015, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Total Family Eye Care Project will add diversity and generate new opportunities for the Grimes and Iowa economies;

(b) The Total Family Eye Care Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed financial incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Total Family Eye Care Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

Certain real property situated in the City of Grimes, Polk County, State of Iowa legally described as follows:

[Insert Legal Description Here]

Section 5. The City hereby pledges to the payment of the Agreement the Total Family Eye Care Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Total Family Eye Care Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa evidencing this Agreement and the continuing pledging of the Total Family Eye Care Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 10th day of November, 2015.

Mayor

Attest:

City Clerk

•••••

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

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

I, the undersigned, City Clerk of the City of Grimes, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

November 6, 2015

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: Total Family Eye Care Project Development Agreement
File No. 419952-43

Dear Rochelle:

Attached are copies of proceedings covering the City Council's November 10, 2015, public hearing on the proposed Development Agreement with Total Family Eye Care, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully-executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown

HEARING AND APPROVAL OF
NOVEMBER, 2015 AMENDMENT TO
THE GRIMES URBAN RENEWAL AREA

419952-43

Grimes, Iowa

November 10, 2015

The City Council of the City of Grimes, Iowa, met on November 10, 2015, at _____ o'clock, ____ .m., at the _____ in the City for the purpose of conducting a public hearing 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 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 City 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 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 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 rehabilitation, conservation, redevelopment, development or a combination thereof, 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 prior resolution established the Grimes Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, an amendment (the "Amendment") to the plan for the Urban Renewal Area has been prepared which would facilitate the undertaking of new urban renewal projects therein consisting of (1) providing tax increment financing support to Total Family Eye Care in connection with the enhancement of its business facilities; (2) providing tax increment financing support to Shade Tree Auto in connection with the enhancement of its business facilities; and (3) updating the project description in the Plan for the 2015 Heritage at Grimes Development Project (together, the "Projects"); and

WHEREAS, notice of a public hearing by the City Council of the City of Grimes, Iowa, on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on November 10, 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 _____, 2015; 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. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Projects proposed under the Amendment conform to the general plan for the development of the City;

B. The proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 10, 2015.

Mayor

Attest:

City Clerk

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

••••

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

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

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 approving the urban renewal plan amendment for the Grimes Urban Renewal Area in the City of Grimes, Iowa.

WITNESS MY HAND this _____ day of _____, 2015.

City Clerk

November 6, 2015

VIA EMAIL

Rochelle Williams
City Clerk/City Hall
Grimes, IA

Re: Grimes Urban Renewal Area (2015 Amendment)
Our File No. 419952-43

Dear Rochelle:

Attached are proceedings covering the City Council's action in holding a public hearing and adopting a resolution to approve the November, 2015 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact Amy Bjork or me if you have any questions.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown

| | |
|----------|--|
| DATE | |
| REVISION | |
| CORRECT | |
| 10/21/18 | |

3405 S.E. CROSSROADS DRIVE, SUITE G
 GRIMES, IOWA 50113
 PHONE: (515) 389-4100 FAX: (515) 389-4410
 ENGINEER: E.J. JIN

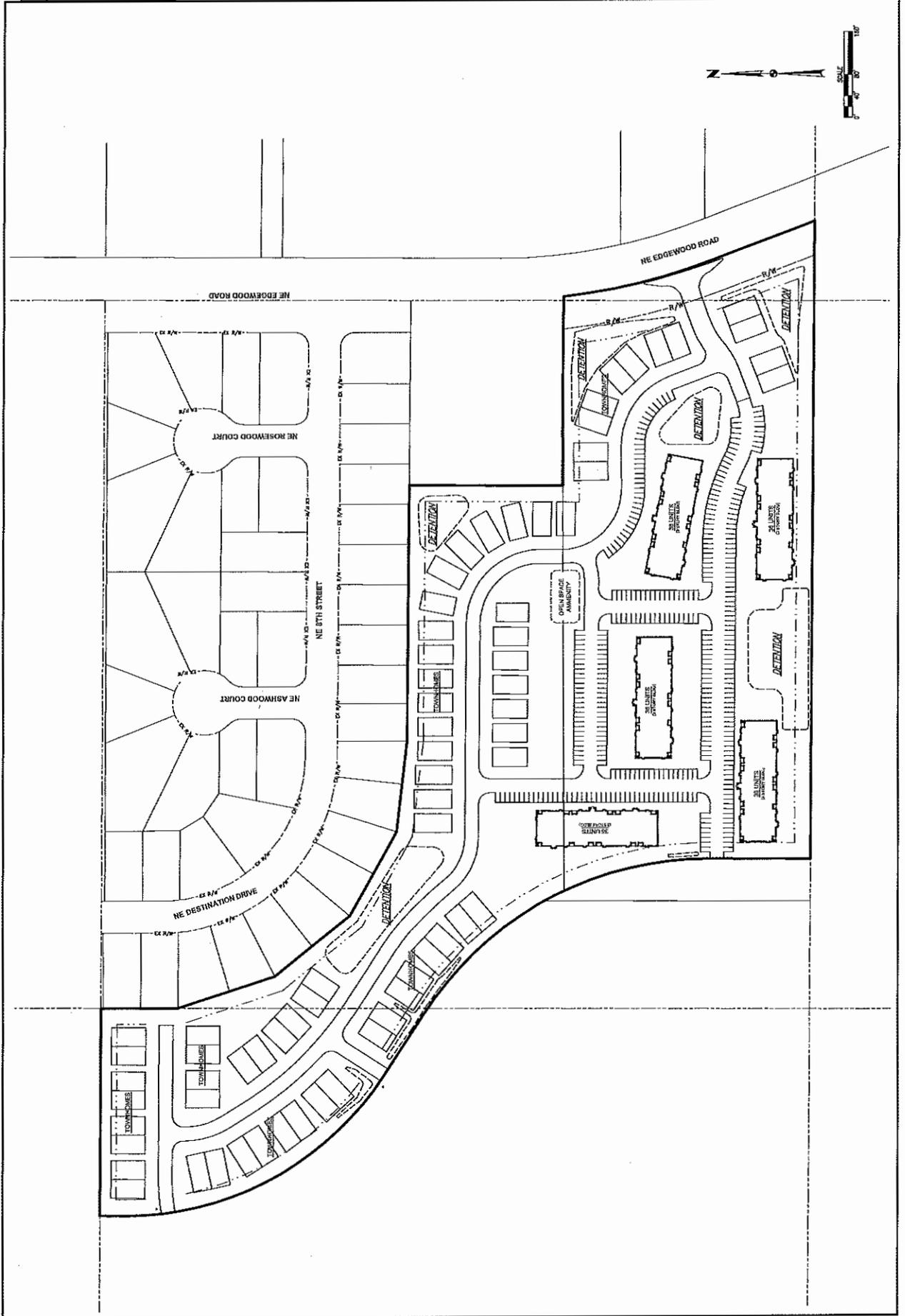


GRIMES, IOWA

CAYMUS PARK PLAT 1

PRELIMINARY CONCEPT

11
 1211 A50
 11





ORDINANCE #650

AN ORDINANCE AMENDING THE GRIMES CODE OF ORDINANCES CHAPTER 92 WATER RATES
SECTION 92.02 (1) RATE FOR SERVICE AND METER RENTAL
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 92 Water Rates.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Chapter 92.02 Rates for Service and Meter Rental section 1 Residential and Commercial Rates

92.02 RATES FOR SERVICE AND METER RENTALS. Water service shall be furnished at the following month rates within the City: (Code of Iowa, Sec 384.84 (1))

1. Residential and Commercial Rates

\$7.23 per each thousand gallons used,

Effective January 01, 2016 the rates shall increase by .27 or 3.8% to \$7.50.

Effective January 01, 2017 the rates shall increase by .28 or 3.8% to \$7.78.

Effective January 01, 2018 the rates shall increase by .29 or 3.8% to \$8.07.

Effective January 01, 2019 the rates shall increase by .30 or 3.8% to \$8.37.

Effective January 01, 2020 the rates shall increase by .31 or 3.8% to \$8.68.

with a minimum fee of \$7.23 per meter. The minimum fee shall be the applicable rate for that calendar year. In computing the minimum for a commercial apartment or a complex served by one water meter, monthly minimum charge will be based on the number of units per structure or complex. To arrive at the base, it will be the number of units times ~~\$7.23~~ the applicable rate for that calendar year. Gallons used in excess of the base rate shall be the number of units times 1,000 gallons. This shall be deducted from the total amount of water used. The amount shall be computed at the number of remaining gallons at ~~\$7.23~~ the applicable rate for that calendar year per thousand gallons. The City will bill only one billing to a property owner of the apartment complex. The individual or company will be responsible for the payment of the full billing.

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 th day of , 2015.

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk