



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall
101 NE Harvey Street
September 13, 2016 at 5:30 pm

Mayor Thomas M. Armstrong

**City Council: Jill Altringer, Eric Johansen, Jeremy Hamp
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. Barco Municipal Products Inc. \$4,300 for various sign mounting brackets
 - C. Dorsey & Whitney LLP Attorneys at Law \$5,000 for 2016 GO Issue Disclosure Counsel
 - D. Central Iowa Ready Mix \$3,270 repair road by fire station on South James Street
 - E. Cummins Central Power, LLC \$3,656.03 state required generator
 - F. City of Johnston \$379.93 50% of oil dry
 - G. Hawkins Inc. \$5,196 chemicals for water processing
 - H. McKinney Excavating \$50,000 removal of 2,000 ton of lime from lagoon
 - I. ACCUJET LLC \$48,129.81 televise sanitary sewers
 - J. Central Salt \$36,595.12 salt for roads
 - K. Request for Street Closure for Block Park at Intersection of SE Polk and Meadowlark and SE Polk Street and S 11th Street on September 24, 2016



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

- L. Request for Street Closure SE Main Street from SE 2nd South to SE 4th for GDA Car Show on October 15 with rain date of October 16
- M. AECOM for the NW Transportation Corridor Feasibility Study \$7,254.16
- N. Resolution 09-0216 Resolution Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of \$2,685,000 Taxable Sewer Revenue Bonds, Series 2016
- O. Resolution 09-0116 authorizing and approving a Water Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$577,000 Taxable Water Revenue Bonds
- P. Approval of Contract with J Pettiecord for Mulching Storm Debris in an amount not to exceed \$8000
- Q. Change Order #3 from Rice Lake Construction Group for the Water/Wastewater Improvement Project increasing contract \$125,201. (replace the sluice gate electric actuator assembly, remove existing pumps and install new aeration equipment in small aeration basin, pump out basin and clean basin, install new 4' flexible drop hoses ,repair leak in potable water line, remove Vulcan mechanical screen for repair and reinstall
- R. Pay Application #3 to Rice Lake Construction Group for the Water/Wastewater Improvement \$376,959.36
- S. Pay Request #8 to Covenant Construction for 2015 Grimes Parkland Imp \$ 324,423.58
- T. Pay Request #5 to Concrete Technologies for Heritage at Grimes Plat 2 Phase 4 Division I \$110,790.90
- U. Finance Report for August 2016
- V. Claims Report

5. Fire Department Report

6. Patrol Report

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

- 1. Heritage at Grimes Plat 7 Final Plat
- 2. Heritage at Grimes Plat 4 Final Plat
- 3. 1150 SW Brookside Circle Site Plan
- 4. James Street Villas Preliminary Plat & Site Plan
- 5. Brookside Commercial Preliminary Plat 1
- 6. Specialized Wholesale & Technology Site Plan

PUBLIC FORUM

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



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

COUNCIL ACTIONS

- A. Second Reading of Ordinance 658 Adopting the Proposed Code of Ordinance for the City of Grimes

COUNCIL DISCUSSIONS

1. Mayor's Report
2. City Attorney's Report
3. City Engineer's Report
4. City Staff's Report
5. Old Business
6. New Business

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, August 23, 2016

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, August 23, 2016 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong
Roll Call: Present: Blackford, Johansen, Hamp, Absent: Bickford, Altringer

GENERAL AGENDA ITEMS.

Approval of the Agenda

Mayor Armstrong asked for the approval of the agenda.

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

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Approval of the Consent Agenda

A. Minutes from previous meeting B. USIC Locating Services, LLC \$7,295. C. Block Party September 17, 2016 on 1700 block of NW Gabus Drive D. Block Party August 27, 2016 between Calista and Valley View E. Cigarette/Tobacco Retail Permit for new owners of Maple Vape Ultra Lounge, 200 SE Gateway Drive, Grimes F. McKinney Excavating \$5,369.53 (sewer repair at wastewater plant) G. Public Purpose for July and August 2016 H. Change Order #6 Covenant Construction Services for the 2015 Grimes Parkland Improvements Project increasing contract \$770.00 (modify the landscaping plan) I. Contractor Solutions \$3,659.00 by pass pump monthly rental J. Mississippi Lime Company \$3,556.50 lime for processing water K. McKinney Excavating \$13,826.25 leak repair at well fields L. Water Main Easement to City of Grimes – Grimes Lockbox Storage Site M. Lease Renewal for Crossroads Church at Grimes Community Complex N. Request for Street Closure for DCG Homecoming Parade O. Capital City Equipment \$3595 root grapple for use with storm cleanup and concrete work P. Change Order # 1 Rice Lake for the Phase I Water System Improvement Project increasing contract \$12,926 for additional piping and valves Q. Pay Application # 1 Rice Lake for the Phase I Water System Improvement Project \$199,310.95 R. Grimes Community Complex Banquet Hall Asbestos Removal – Environmental Property Solutions \$5,670 S. Resolution 08-0416 To Fix a Date for a Public Hearing on a Proposal to Enter Into a Water Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not To Exceed \$600,000 T. Resolution 08-0516 To Fix A Date for a Public Hearing on a Proposal to Enter Into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed \$2,700,000 U. Finance Report for July 2016 V. Claims dated August 23 2016 in the amount of \$891,607.04

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

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

US Water Report

Mayor Armstrong stated that no one would be present for US Water however there was a printed report for the Council to review.

PUBLIC AGENDA

A. Public Hearing on Adopting the Proposed Code of Ordinance for the City of Grimes

Mayor Armstrong opened the Public Hearing at 5:36 pm. There being no oral or written comments the Public Hearing was closed at 5:37 pm.

B. First Reading of Ordinance 658 Adopting the Proposed Code of Ordinance for the City of Grimes.

Mayor Armstrong stated that every five years, the City needs to codify their Code of Ordinance to ensure any changes have been updated for accuracy and in compliance with state law. Mayor Armstrong noted that the City Attorney Henderson had spent considerable effort to complete this task. City Attorney Henderson added that City Staff had contributed greatly with suggestions and comments on recommended changes and helping to ensure everything is up to date. Council Member Johansen stated that he was particularly pleased with the

removal of an outdated Ordinance that prohibited playing catch outside of a ball field where there were not any signs allowing such activities.

Moved by Johansen, Seconded by Hamp; First Reading of Ordinance 658 shall now pass.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

PUBLIC FORUM

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Robert Brownell with the Polk County Board of Supervisors addressed the Council regarding several programs they are operating in Polk County. Supervisor Brownell stated that through Hunger Free Polk County they are currently trying to raise approximately 6 million dollars to work with existing food pantries across the county and are currently about 5 million towards that goal. He noted that the hours of operation at most pantries are very limited and at least half the people using the pantries are not currently in the system at all. Supervisor Brownell stated they recently started a mobile pantry and they will monitor its success going forward. He stated that the Board of Supervisors is also reviewing a potential increase to the minimum wage. Supervisor Brownell advised that they hope to find a reasonable increase level that would not negatively impact the local businesses. He said at this time they are projecting a minimum wage of \$8.75 beginning April 1, 2017 but that could still change. Supervisor Brownell said they are recommending to not freeze tipped wages as well as establishing a Youth Wage for those between the age of 14 thru 17 year olds, but those proposals are still under discussion as well. Mayor Armstrong asked if Polk County was going to be setting up a Polk County Department of Labor for the enforcement mechanism of the minimum wage. Mayor Armstrong stated that it was his understanding that the State Department of Labor as well as Federal would not enforce a County Ordinance. Supervisor Brownell responded that they are not looking at creating a Polk County Department of Labor but would probably use county attorneys on a complaint response level only and any fines would be addressed on the civil level. He stated that if any individual city chose to opt out of the County minimum wage it would be up to that city to establish their own ordinance for their recommended wage. Mayor Armstrong said that if the state legislature were to establish a new minimum wage, it would be wise to close Home Rule on this particular item. Mayor Armstrong thanked Supervisor Brownell for sharing his information and asked him to extend his congratulations to Supervisor Angela Connolly on her induction into the Women’s Hall of Fame last week.

COUNCIL ACTIONS

A. Public Hearing to Vacate a Private Drainage Easement in Kennybrook South Plat 1

Mayor Armstrong opened the Public Hearing at 6 pm. There being no oral or written comments the Public Hearing was closed at 6:01pm

B. Termination of Easement Agreement Kennybrook Development LLC, Pepperwood Glen One LLC and the City of Grimes.

City Engineer Gade stated that during review of the legal documents, it was discovered that there was an old easement agreement that had not been vacated previously. Gade said that the City Attorney drafted the vacation documents to remove that easement which is no longer needed.

Moved by Johansen, Seconded by Blackford; Termination of Easement Agreement Kennybrook Development LLC, Pepperwood Glen One LLC and the City of Grimes shall now pass.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

C. Third Reading of Ordinance #657 Hwy 141 Mixed Use Development Overlay District Revision

Mayor Armstrong advised the Board that during review, there had been a few minor wording clarifications however those changes did not materially affect the approval process and require going back to the First Reading.

Moved by Blackford, Seconded by Hamp; the Third Reading of Ordinance #657 Hwy 141 Mixed Use Development Overlay District Revision shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Moved by Blackford, Seconded by Hamp; the Final Passage of Ordinance #657 Hwy 141 Mixed Use Development Overlay District Revision shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

D. Resolution 08-0616 Providing for the Approval of an Agreement between the 100F and City Grimes for Demolition of 212 SE Main St.

Moved by Blackford, Seconded by Hamp; Resolution 08-0616 Providing for the Approval of an Agreement between the 100F and City of Grimes for Demolition of 212 SE Main St. shall pass.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

COUNCIL DISCUSSIONS

Mayors Report

No Report

City Attorney Report

No Report

City Engineer Report

City Engineer Gade stated that approximately 80% of the North Sports Complex has been paved but the concession stand is about a month behind schedule due to change orders and wet soil conditions but it is progressing. Gade said that the Tree Board recommended holding off a little longer for cooler weather to ensure successful plantings for the landscaping at Autumn Park.

City Staff Report

City Administrator Kelley Brown stated that staff is approximately 75% complete with the brush removal and storm clean up. Brown said this has been a long process and thanked everyone for their patience.

Old Business - none

New Business - none

Adjourn Moved by Hamp; Seconded by Blackford; there being no further business, the meeting shall be adjourned at 6:03 p.m.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

Barco Municipal Products Inc

Invoice

Date Aug 17, 2016	Page 1
Invoice Number IN-221402	

PO Box 45507
Omaha, NE, 68145-0507
Phone: 1-800-228-2703
Fax: (402) 334-8002

Sold To:
CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

Ship To:
CITY OF GRIMES
STREET DEPT
1700 SE DESTINATION DR
GRIMES, IA 50111

Order No.	Salesperson	Order Date	Customer No.	PO Number	Ship Via	Terms
GC6625	G	Jul 29, 2016	IA0111	BLAKE	FOB	N30

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
100	100	0	2SQF12	2" SQUARE POST CAP, FLAT FOOTLONG	10.950	EA	1,095.00
100	100	0	812F-90	"FOOTLONG" 90 Degree CROSS for FLAT	10.950	EA	1,095.00
100	100	0	808F-90	90 DEGREE CROSS PIECE for FLAT	6.150	EA	615.00
100	100	0	850L-F	2" SQUARE POST CAP, FLAT, LONG	6.150	EA	615.00
25	25	0	1010-L	CANTILEVER BRACKET with EXTENSION	35.200	EA	880.00

Due Date Amount Due
Sep 16, 2016 4,300.00

cc 9.13-16

Comments:

Tax summary:
IOWA State £ 0.00

Merch Subtotal	4,300.00
Misc Chrg Subtotal	0.00
Total sales tax	0.00
Total amount	4,300.00
Less payment	0.00
Amount due	4,300.00

P.O. No. _____

18459 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Barco

Name
PO Box 45507 Omaha NE 68145
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Sign brackets</u>			<u>\$ 4,300</u>

PURCHASE JUSTIFICATION:

Various sign mounting brackets for different types of poles

DEPARTMENT: Signs

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Dana Singh DATE: 8/22/16
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 8-23-16
Kelley L. Brown City Administrator/Clerk (e) Date

9.13-16

Council Approval date: (if over \$2500)

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



CC 9-13-16

DES MOINES OFFICE
515-283-1000

(Tax Identification No. 41-0223337)

STATEMENT OF ACCOUNT FOR PROFESSIONAL SERVICES

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

August 25, 2016
Invoice No. 3299466

Client-Matter No: 419952-00046

2016 GO Issue Disclosure Counsel

For Legal Services Rendered Through July 31, 2016

Legal services, consultation, due diligence, preparation of offering document and provision of disclosure counsel opinion for \$5,545,000 General Obligation Water Improvement and Refunding Bonds, Series 2016

Total for Legal Fees \$5,000.00

Total This Invoice \$5,000.00

Service charges are based on rates established by Dorsey & Whitney. A schedule of those rates has been provided and is available upon request. Disbursements and service charges, which either have not been received or processed, will appear on a later statement.

ALL INVOICES ARE DUE 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE EXPRESSLY AGREED BY DORSEY & WHITNEY



CENTRAL IOWA READY MIX



RECEIVED AUG 26

Invoice

P.O. BOX 3229
DES MOINES, IA 50316

Date	Invoice #
8/18/2016	449052

Bill To
CITY OF GRIMES CITY HALL GRIMES, IA

Delivery Address
2ND ST & JAMES ST GRIMES-CHRIS 681-9953

Account #	Terms
739	Net 30

P.O. Number	Order #	Date Shipped	Job #	Project Name	
	213	8/18/2016		BLANKET	
Quantity	Description			Price Each	Amount
30	IDOT C-4WR-C20			77.00	2,310.00
30	READY MIX TRUCK HAUL CHARGE Tickets 3008416, 3008422, 3008425			32.00	960.00
				Subtotal	\$3,270.00
Sales Tax (6.0%)				\$0.00	Total \$3,270.00

Phone # 515-266-5173

Fax # 515-225-1778

E-mail choyt@rasmussengroup.com

ALL ACCOUNTS THAT ARE NOT PAID WITHIN 30 DAYS AFTER THE INVOICE DATE ARE PAST DUE AND WILL INCUR A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER ANNUM).

P.O. No. _____

18364

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Concrete Supply
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Concrete	30 yds	est \$100.00 per yd	
			est \$3000.00

PURCHASE JUSTIFICATION: Repair road by fire station on South James

DEPARTMENT: Streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Alan Huff DATE: 8-19-16
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 8-26-16
Kelley L. Brown City Administrator/Clerk 29 Date

9-13-16
Council Approval date: (if over \$2500)

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



**Cummins
Central
Power, LLC**

TERMS: Payable in U.S Dollars at the time of receipt unless credit has been approved in advance. Invoices with approved credit are due no later than 30 days from the date of invoice. Interest at the rate of 1 1/2% per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charge on past due accounts.

DES MOINES
1680 NE 51ST AVE.
P.O. BOX B
DES MOINES, IA 50316-
(515)262-9591

RECEIVED AUG 22

INVOICE NO
020-76003
REMIT TO: PO Box 310397 Des Moines, IA 50331-0397

BILL TO

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-

OWNER

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-
ANDY WOOD - 515 8222320

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-AUG-2016			275.0DFBF		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL. NO.	EQUIPMENT MODEL
16488		08-AUG-2016	E010244431		275DFBF-4959593/J
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
93064	500869				GRIMES W.T GEN

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

E010244431

COMPLAINT

ESTIMATE TO PREFORM FUEL POLISHING AT CUSTOMER SITE, GRIMES WATER TREATMENT GEN.

CORRECTION

DROVE TO JOB SITE. GOT LET INTO GEN ROOM. ADDED ABOUT 10 OZ OF CATALYST TO 50 GALLON DAY TANK. DISABLED REVERSE FLOW PUMP. RAN DAY TANK PUMP TO BRING LEVEL UP. PUT PUMPS IN OFF. WENT TO MAIN TANK AND PUT REST OF GALLON JUG IN. PUT GEN IN OFF. REID BM130 500180 A547860 08AUG16
 HOOKED UP TO TRAILER. DROVE TO JOB SITE. A547860 08AUG16
 ?????
 HOOKED UP TO TRAILER. DROVE TO JOB SITE. HOOKED UP SMALLER SCRUBBER TO THE DAY TANK. RAN 1300 GALLONS THROUGH IT. SHUT OFF TO START FILTERING THE FUEL AND IT WOULDN'T START UP AGAIN. CHANGED OUT PUMP STILL LOCKED UP. PLUGGED IN PUMP THAT I REMOVED AND IT RUNS. NOT SURE IF IT GETTING BOUND UP WHEN TIGHTENED DOWN OR WHAT. HOOKED UP BIG SCRUBBER AND RAN IT. RAN ABOUT 3000 GALLONS THROUGH IT BEFORE HOOKING UP TO FILTER. FILTER WASN'T GETTING PLUGGED BUT I NOTICED A LOT OF CRUD GOING THROUGH LINE. FOUND THAT THE COLLESTER WAS GETTING FILLED UP. THE STUFF WAS COMING OUT LIKE GLUE. HAD TO WAIT FOR IT TO DRAIN OUT. THEN THIS PUMP DECIDED TO QUIT HAD TO MESS AROUND WITH IT. THEN THE RAIN CAME AND I BAGGED IT UP FOR THE DAY. WENT INTO TANK THROUGH DIFFERENT PORTS TO TRY TO GET CRUD OUT. I KNOW THERE IS MORE TO GET OUT. JUST NOT SURE HOW WE CAN GET TO IT. DROVE HOME. REID BM130 500180 A547860 10AUG16
 ?????????
 HOOKED UP TO TRAILER AND DROVE TO SHOP. EMPTIED CRUD THAT WAS IN BUCKET INTO A BOX. REID BM130 500180 A547860 11AUG16
 ??????
 034 8-11-16 COMPLETE DISASSEMBLED AFC EFC FUEL PUMP, WAS COMPLETELY FULL OF A RUSTY, GRIMEY SUBSTANCE, CLEANED OFF EVERY PART IN THE PUMP, ORDERED PARTS AS NEEDED, ASSEMBLED IT AS FAR AS I

We are conforming with the Fair Labor Standards Act of 1938 as amended.

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of the terms and conditions and confirms they have been read and fully understood.
 SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

AUTHORIZED BY (print name)

SIGNATURE

DATE



**Cummins
Central
Power, LLC**

TERMS: Payable in U.S Dollars at the time of receipt unless credit has been approved in advance. Invoices with approved credit are due no later than 30 days from the date of invoice. Interest at the rate of 1 1/2% per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charge on past due accounts.

DES MOINES
1680 NE 51ST AVE.
P.O. BOX B
DES MOINES, IA 50316-
(515)262-9591

INVOICE NO
020-76003
REMIT TO: PO Box 310397 Des Moines, IA 50331-0397

BILL TO

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-

OWNER

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-
ANDY WOOD - 515 8222320

PAGE 2 OF 4

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
93064	500869				GRIMES W.T GEN

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

E010244431

COULD, WAITING ON SOME PARTS THAT HAD TO BE ORDERED IN
A547860 08AUG16
????
034 8-12-16 FINISHED ASSEMBLING FUEL PUMP, CALIBARTED TO SPEC AND
SEALED ,,, DUCK
DROVE TO SITE. INSTALLED FUEL PUMP. RAN ENGINE. NEED TO GET
CUSTOMER TO GET RID OF FUEL THAT IS IN MAIN TANK. GOING TO INSTALL
FILTER IN BETWEEN MAIN TANK AND DAY TANK, TO CATCH CRUD B4 IT GETS
TO DAY TANK. THEN IT NEEDS TO BE LOAD TESTED. REID BM130 500180
A547860 12AUG16

COVERAGE

BILLABLE SERVICE

REMARK

8-11-16 2:38 PM CALLED AND SPOKE TO ANDY AND EXPLAINED THE PUMP
WOULD REQUIRE SOME WORK EXPLAINED WITH ALL THE UNUSED FILTERS OFF
AND WITH THE LABOR TO REPAIR AND REINSTALL ROUGHLY LOOKING AT AN
ADDITIONAL \$450.00 FROM ORIGINAL QUOTE. ANDY APPROVED REPAIR ORDER
PARTS LAF
WE WILL NEED TO ADD THE CATALYST TO THE FUEL, THEN HAVE YOU FILL THE
FUEL TANK FULL. LET IT SET TWO TO THREE DAYS BEFORE CLEANING.

8/2/16 11:33AM
RECEIVE THE APPROVAL BY EMAIL. STEVE

7/30/16 12:12PM
EMAILED ANDREW THE UPDATED ESTIMATE. IT STAYED AT THE SAME PRICE.
STEVE

5/18/16 8:20AM
EMAIL ANDREW THE ESTIMATE FOR CLEANING \$3,209.93 STEVE

128	128	AFC-705	FUEL CATALYST, (OUNCE)	OTHER	1.86	238.08
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We are conforming with the Fair Labor Standards Act of 1938 as amended.

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of the terms and conditions and confirms they have been read and fully understood.
SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



**Cummins
Central
Power, LLC**

TERMS: Payable in U.S Dollars at the time of receipt unless credit has been approved in advance. Invoices with approved credit are due no later than 30 days from the date of invoice. Interest at the rate of 1 1/2% per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charge on past due accounts.

DES MOINES
1680 NE 51ST AVE.
P.O. BOX B
DES MOINES, IA 50316-
(515)262-9591

INVOICE NO
020-76003
REMIT TO: PO Box 310397 Des Moines, IA 50331-0397

BILL TO

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-

OWNER

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-
ANDY WOOD - 515 8222320

PAGE 3 OF 4

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19-AUG-2016			275.0DFBF		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
16488		08-AUG-2016	E010244431		275DFBF-4959593/J
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
93064	500869				GRIMES W.T GEN

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		E010244431					
1		1	WB-3AZ	3 MICRON WATER FILTER	OTHER	50.28	50.28
1		1	3048182	SEAL,O RING	CECO	6.83	6.83
1		1	3042542	SEAL,O RING	CECO	4.86	4.86
1		1	4026171	GASKET,FUEL PUMP	CECO	10.67	10.67
1		1	3010242	SET,FUEL PUMP GASKET	CECO	33.18	33.18
1		1	3040815	PLUG,THREADED	CECO	10.80	10.80
1		1	212601	SHAFT,FUEL PUMP DRIVE	CECO	38.21	38.21
1		1	S16052	BEARING,BALL	CECO	4.03	4.03
1		1	70690	PLUNGER,FUEL CONTROL	CECO	6.76	6.76
1		1	3027633	BEARING,THRUST	CECO	4.33	4.33
1		1	146483	SCREEN,ROTOR	CECO	18.10	18.10
1		1	3033740	VALVE,CHECK	CECO	29.13	29.13
1		1	3024991	CARRIER,GOVERNOR WEIGHT	CECO	179.17	179.17
1		1	3050624	VALVE,PRESSURE RELIEF	CECO	12.19	12.19
1		1	3803615	KIT,SEAL	CECO	47.43	47.43
1		1	3046200	SPIDER,JAW COUPLING	CECO	8.01	8.01

PARTS:	702.06
PARTS COVERAGE CREDIT:	0.00 CR
TOTAL PARTS:	702.06
SURCHARGE TOTAL:	0.00
LABOR:	2,794.50
LABOR COVERAGE CREDIT:	0.00 CR

We are conforming with the Fair Labor Standards Act of 1938 as amended.

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of the terms and conditions and confirms they have been read and fully understood.
SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



**Cummins
Central
Power, LLC**

TERMS: Payable in U.S Dollars at the time of receipt unless credit has been approved in advance. Invoices with approved credit are due no later than 30 days from the date of invoice. Interest at the rate of 1 1/2% per month, 18% per annum, or the maximum lawful rate, whichever is less, will be charge on past due accounts.

DES MOINES
1680 NE 51ST AVE.
P.O. BOX B
DES MOINES, IA 50316-
(515)262-9591

INVOICE NO
020-76003
REMIT TO: PO Box 310397 Des Moines, IA 50331-0397

BILL TO

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-

OWNER

CITY OF GRIMES
101 N HARVEY
CITY HALL
GRIMES, IA 50111-
ANDY WOOD - 515 8222320

PAGE 4 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-AUG-2016			275.0DFBF		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
16488		08-AUG-2016	E010244431		275DFBF-4959593/J
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
93064	500869				GRIMES W.T GEN

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN E010244431

TOTAL LABOR:	2,794.50	
MISC.:		159.47
MISC. COVERAGE CREDIT:		0.00 CR
TOTAL MISC.:	159.47	
EPA CHARGE		32.43
FREIGHT NON-TAXABLE		53.03
FREIGHT NON-TAXABLE		187.44
FREIGHT NON-TAXABLE		30.00
NON-TAXABLE MILEAGE		29.75
PARTS		270.47
MISC SUPPLIES		97.29

TAX EXEMPT NUMBERS: IA

GOVERNMENT AGENCY TAXES:

STATE 0.00

600-5-810-6310

We are conforming with the Fair Labor Standards Act of 1938 as amended.

This invoice is subject to the terms and conditions of sale, including limitations on warranties, detailed on the reverse side of this form. Customer acknowledges the existence of the terms and conditions and confirms they have been read and fully understood.
SHIPPING TERMS: FOB Shipping Point unless otherwise stated.

SUB TOTAL:	3,656.03
TOTAL TAX:	0.00
TOTAL AMOUNT: US \$	3,656.03

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

P.O. No. _____

18479 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Cummins Central Power, LLC
Name

1680 NE 51st Ave, P.O. Box B, Des Moines, IA 50316
Address

515-262-9591
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Cleaner P.M. Generator	1	3,656.03	3,656.03

PURCHASE JUSTIFICATION: State Required Working Generator
600-5-810-6310

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

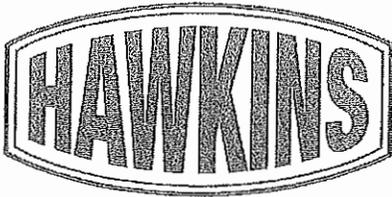
ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Wood DATE: 8-22-2016
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 8-23-16
Kelley L. Brown City Administrator/Clerk (s) Date

Council Approval date: (if over \$2500)

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



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

INVOICE

RECEIVED AUG 29

Total Invoice **\$5,196.00**
 Invoice Number/Type 3939235 RI
 Invoice Date 8/22/16
 Sales Order Number/Type 2174223 SL
 Branch Plant 58073
 Shipment Number 2045279

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 #			
9/21/16	Net 30	PPD Origin	HWTG			073			
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.001	699913	150 Lb Chlorine Cylinder CYL 3AA480	N	8.0000- 8.0000-	CY RT	\$0.0000	RT	.0 LB 800.0- GW	\$0.00
2.000	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>									
2.001	699913	150 Lb Chlorine Cylinder CYL 3AA480	N	8.0000 8.0000	CY RT	\$0.0000	RT	.0 LB 800.0 GW	\$0.00
3.000	17002	Sodium Hexametaphosphate Crush 50 # BAG GROUND VITRAFOS CRUSH	N	16.0000 800.0000	BG LB	\$2.1800	LB	800.0 LB 816.0 GW	\$1,744.00
4.000	33138	Vitec 3000 500 LB DNR	N	2.0000 1000.0000	DR LB	\$2.7800	LB	1,000.0 LB 1,048.0 GW	\$2,780.00

CC 9-13-16

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 §§60-1.4(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.



6285 NE Industry Dr
Des Moines, IA 50313

Phone # 515-276-0999

Fax # 515-276-5719

office.mckinneyexcavating@gmail.com

7/20/16

Date	Invoice #
8/25/2016	10361

Bill To
City of Grimes 101 NE Harvey Grimes, IA 50111

Job Details
Clean out Lime

Project Date	Rep	P.O. No.	Terms	Project
9/9/2016	RM		Net 15	16-042

Item	Quantity	Description	Price Each	Amount
BID	1	Remove Lime to Well Fields	50,000.00	50,000.00

Total	\$50,000.00
Payments/Credits	\$0.00

If not paid with in 15 days, late charges start accumulating @ prime +5 with a minimum of \$50.00 per month. If legal action is needed to collect all legal fees and court costs will be

P.O. No. _____

18490

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier McKinney Ex
Name

Des Moines
Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Line Hauling</u>			<u>50,000.00</u>

PURCHASE JUSTIFICATION: Remove line from lagoon
approx 2,000 tons

DEPARTMENT: 600-5-810-6556.5

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Wood DATE: 8-21-16
PURCHASE ORDER APPROVAL AND ASSIGNMENT

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

9-1-16
Date

Council Approval date: (if over \$2500)

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



ACCUJET LLC
 12155 J Ave
 Perry, IA 50220

(515)360-8582
 kyle@accujetiowa.com
 http://www.accujetiowa.com

Invoice

Date	Invoice #
08/17/2016	2904
Terms	Due Date
Net 30	09/16/2016

Bill To
 US Water
 1801 N James St
 ATTN Aaron US Water
 Grimes, IA 50111 USA

Date	Activity	Quantity	Rate	Amount
08/17/2016	Clean and Televiser Grimes 2016 of sanitary sewers in area on east side of 141 from SE Ridge crest to interstate and from SE Keystone to Hwy 141 not including the trailer park.	32401.4	1.65	53,462.31
	CC 9-13-16			

Credit received from over payment of invoice 2475.

Total	\$53,462.31
Payment	\$5,332.50
Balance Due	\$48,129.81

P.O. No. _____

18489

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Acuject LLC
Name

Perry
Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Clean/Tele. Use</u>			<u>48,129.81</u>

PURCHASE JUSTIFICATION: Annual Cleaning/Tele. Use
of 1/3 of collection systems

DEPARTMENT: 610-5-815-6350-2

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: P. Woods DATE: 8/31/16
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk (01)

9-1-16
Date

9-13-16
Council Approval date: (if over \$2500)

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

CC App. 9-13-16



385 AIRPORT ROAD, SUITE 108 ELGIN, ILLINOIS 60123 1-888-499-7258

Invoice 246818

Grimes, IA, City of
101 N. Harvey
Grimes, IA 50111

Invoice Date 8/30/2016
Terms Net 30
Due Date 9/29/2016
Page 1

Customer Code: GRI005
Customer PO: Dave
Ordered By: Dave
Order No: 165212
Pickup No: 165212
Depot: [87] Lyons KS - Mine

Metro Salt Storage Shed
5180 Beisser Drive
Grimes, IA 50111

Ticket	Date	Qty	Product	Rate	Total
87-181757					
	8/23/2016	24.74	Bulk Deicing Salt	\$62.58	\$1,548.23 t
	8/23/2016	24.74	CISG Fuel Surcharge	\$0.40	\$9.90
87-181783					
	8/23/2016	25.18	Bulk Deicing Salt	\$62.58	\$1,575.76 t
	8/23/2016	25.18	CISG Fuel Surcharge	\$0.40	\$10.07
87-181806					
	8/24/2016	24.55	Bulk Deicing Salt	\$62.58	\$1,536.34 t
	8/24/2016	24.55	CISG Fuel Surcharge	\$0.40	\$9.82
87-181818					
	8/24/2016	25.93	Bulk Deicing Salt	\$62.58	\$1,622.70 t
	8/24/2016	25.93	CISG Fuel Surcharge	\$0.40	\$10.37
87-181822					
	8/24/2016	25.32	Bulk Deicing Salt	\$62.58	\$1,584.53 t
	8/24/2016	25.32	CISG Fuel Surcharge	\$0.40	\$10.13
87-181823					
	8/24/2016	25.27	Bulk Deicing Salt	\$62.58	\$1,581.40 t
	8/24/2016	25.27	CISG Fuel Surcharge	\$0.40	\$10.11
87-181829					
	8/24/2016	23.63	Bulk Deicing Salt	\$62.58	\$1,478.77 t
	8/24/2016	23.63	CISG Fuel Surcharge	\$0.40	\$9.45
87-181831					
	8/24/2016	24.86	Bulk Deicing Salt	\$62.58	\$1,555.74 t
	8/24/2016	24.86	CISG Fuel Surcharge	\$0.40	\$9.94
87-181837					
	8/24/2016	24.47	Bulk Deicing Salt	\$62.58	\$1,531.33 t
	8/24/2016	24.47	CISG Fuel Surcharge	\$0.40	\$9.79

Type: 4

PLEASE REMIT TO: Central Salt, LLC P.O. Box 798303 St. Louis, MO 63179-8000



385 AIRPORT ROAD, SUITE 108 ELGIN, ILLINOIS 60123 1-888-499-7258

Invoice 246818

Grimes, IA, City of
101 N. Harvey
Grimes, IA 50111

Invoice Date 8/30/2016
Terms Net 30
Due Date 9/29/2016
Page 2

Customer Code: GRI005
Customer PO: Dave
Ordered By: Dave
Order No: 165212
Pickup No: 165212
Depot: [87] Lyons KS - Mine

Metro Salt Storage Shed
5180 Beisser Drive
Grimes, IA 50111

Ticket	Date	Qty	Product	Rate	Total
87-181846					
	8/24/2016	26.56	Bulk Deicing Salt	\$62.58	\$1,662.12 t
	8/24/2016	26.56	CISG Fuel Surcharge	\$0.40	\$10.62
87-181851					
	8/24/2016	25.56	Bulk Deicing Salt	\$62.58	\$1,599.54 t
	8/24/2016	25.56	CISG Fuel Surcharge	\$0.40	\$10.22
87-181854					
	8/24/2016	24.92	Bulk Deicing Salt	\$62.58	\$1,559.49 t
	8/24/2016	24.92	CISG Fuel Surcharge	\$0.40	\$9.97
87-181860					
	8/24/2016	26.42	Bulk Deicing Salt	\$62.58	\$1,653.36 t
	8/24/2016	26.42	CISG Fuel Surcharge	\$0.40	\$10.57
87-181864					
	8/24/2016	25.11	Bulk Deicing Salt	\$62.58	\$1,571.38 t
	8/24/2016	25.11	CISG Fuel Surcharge	\$0.40	\$10.04
87-181873					
	8/24/2016	24.93	Bulk Deicing Salt	\$62.58	\$1,560.12 t
	8/24/2016	24.93	CISG Fuel Surcharge	\$0.40	\$9.97
87-181884					
	8/25/2016	25.80	Bulk Deicing Salt	\$62.58	\$1,614.56 t
	8/25/2016	25.80	CISG Fuel Surcharge	\$0.40	\$10.32
87-181915					
	8/25/2016	25.43	Bulk Deicing Salt	\$62.58	\$1,591.41 t
	8/25/2016	25.43	CISG Fuel Surcharge	\$0.40	\$10.17
87-181950					
	8/25/2016	26.01	Bulk Deicing Salt	\$62.58	\$1,627.71 t
	8/25/2016	26.01	CISG Fuel Surcharge	\$0.40	\$10.40

Type: 4

PLEASE REMIT TO: Central Salt, LLC P.O. Box 798303 St. Louis, MO 63179-8000



385 AIRPORT ROAD, SUITE 108 ELGIN, ILLINOIS 60123 1-888-499-7258

Invoice 246818

Grimes, IA, City of
101 N. Harvey
Grimes, IA 50111

Invoice Date 8/30/2016
Terms Net 30
Due Date 9/29/2016
Page 3

Customer Code: GRI005
Customer PO: Dave
Ordered By: Dave
Order No: 165212
Pickup No: 165212
Depot: [87] Lyons KS - Mine

Metro Salt Storage Shed
5180 Beisser Drive
Grimes, IA 50111

Ticket	Date	Qty	Product	Rate	Total
87-181978					
	8/26/2016	25.04	Bulk Deicing Salt	\$62.58	\$1,567.00 t
	8/26/2016	25.04	CISG Fuel Surcharge	\$0.40	\$10.02
87-181984					
	8/26/2016	24.99	Bulk Deicing Salt	\$62.58	\$1,563.87 t
	8/26/2016	24.99	CISG Fuel Surcharge	\$0.40	\$10.00
87-181987					
	8/26/2016	25.35	Bulk Deicing Salt	\$62.58	\$1,586.40 t
	8/26/2016	25.35	CISG Fuel Surcharge	\$0.40	\$10.14
87-181998					
	8/26/2016	25.26	Bulk Deicing Salt	\$62.58	\$1,580.77 t
	8/26/2016	25.26	CISG Fuel Surcharge	\$0.40	\$10.10
87-182005					
	8/26/2016	25.73	Bulk Deicing Salt	\$62.58	\$1,610.18 t
	8/26/2016	25.73	CISG Fuel Surcharge	\$0.40	\$10.29

581.06

Product: \$36,362.71
Freight: \$232.41
Other: \$0.00
0.00% Tax: \$0.00
Credit: \$0.00
Invoice Total: \$36,595.12

Type: 4

PLEASE REMIT TO: Central Salt, LLC P.O. Box 798303 St. Louis, MO 63179-8000

Olivia DeYoung

From: Dave Sigler
Sent: Thursday, September 01, 2016 9:22 AM
To: Olivia DeYoung
Subject: Re: Invoice approval

Yes

This was for our allotment. Had just finalized the order with them.
But we pay Central Salt directly for this.

Dave Sigler
Public Works Administrator
City Of Grimes
515-986-3036 office
515-208-5822 cell
Sent from my iPhone

On Sep 1, 2016, at 9:09 AM, Olivia DeYoung <odeyoung@ci.grimes.ia.us> wrote:

To: Grimes City Council

The neighbors of SE Polk Street in Grimes would like to have a block party on Saturday, September 24th from 5:00-10pm. If possible, can we get a barricade for the block at the intersection of SE Polk and SE Meadowlark & SE Polk Street and SE 11th Street? No music, but an outdoor movie will be played. Thank you!

~Sara Slagle

904 SE Polk Street

Rochelle Williams

From: John Koester <preservation.partner@gmail.com>
Sent: Tuesday, September 06, 2016 9:41 AM
To: Rochelle Williams
Subject: RE: GDA car show

We plan to start at 11:00 AM and run to 4:00 in the afternoon. We would like to close SE Main Street from East 2nd South to SE 4th. We have permission from the Church to use their parking lot for overflow if we need to in lieu of actually blocking off to SE 4th, which is our plan.

Please let me know what other information we need to provide.

John Koester

Grimes Financial & Insurance Group, LLC
101 SE 2nd Street
Grimes, Iowa 50111-1117
Phone: 515-986-1447
Fax: 515-986-1431

Preservation Partner, Historic Development Consultant
Governors District Alliance, President, Board Of Directors
Eagle Scout

517 NW Morningside Drive
Grimes, Iowa 50111
T: 515-249-1193
F: 515-278-8254

Preservation.partner@gmail.com

From: Rochelle Williams [<mailto:rwilliams@ci.grimes.ia.us>]
Sent: Tuesday, September 6, 2016 9:20 AM
To: 'John Koester'
Subject: RE: GDA car show

Good Morning John,
I can put that on the upcoming agenda for the 13th or the 27th. I would need your information by the 8th for the 13th meeting and by the 21st for the 28th meeting. Just let me know what works best for you.
Thank you.

Rochelle Williams
City Clerk
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

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

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

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



payment approved by cphn

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

Federal Tax ID No. 95-2661922

ATTN : KELLEY BROWN
 GRIMES, IA, CITY OF
 101 NE HARVEY STREET
 GRIMES, IA 50111

Invoice Date: 30-AUG-16
 Invoice Number: 37800134

Agreement Number: 60301188
 Agreement Description:

Payment Term: 30 DAYS

RECEIVED SEP - 6

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188
 Bill Through Date : 25-JUN-16 - 26-AUG-16

Project Name : Grimes-NW Transportation Corridor Feasibility Study

<u>Labor Multiplier</u>						
<u>Employee Name/Title</u>	<u>Title/Expenditure</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Raw Cost</u>	<u>Billed Amt</u>
Allyn, Todd L	Project Professional	22-JUL-16	5.00	46.68	233.40	
Allyn, Todd L	Project Professional	29-JUL-16	6.00	46.68	280.08	
Allyn, Todd L	Project Professional	05-AUG-16	19.00	46.68	886.92	
Allyn, Todd L	Project Professional	12-AUG-16	8.00	46.68	373.44	
Allyn, Todd L	Project Professional	19-AUG-16	3.00	46.68	140.04	
Allyn, Todd L	Project Professional	26-AUG-16	4.00	46.68	186.72	
Wiele, Larry E	Project Professional	05-AUG-16	9.00	58.77	528.93	
Total Labor Multiplier			54.00		2,629.53	2,629.53
OverHead Markup						3,658.71
Labor CPFF Total						6,288.24
<u>Reimbursable</u>						
<u>Expenditure Type</u>	<u>Employee/Vendor Name</u>	<u>Date</u>	<u>Inv Number</u>		<u>Billed Amt</u>	
Mileage	Wiele, Larry E	01-AUG-16	EXP4299798		145.80	
Repro, Photo & Blueprint	US ACM ZERO AP	15-JUL-16	Argos_15-JUL-1		0.41	
Repro, Photo & Blueprint	US ACM ZERO AP	15-AUG-16	Argos_15-AUG-1		2.24	
Total Reimbursable						148.45
<u>Lump Sum</u>						
<u>Description</u>					<u>Billed Amt</u>	
Fixed Fee Labor					817.47	
Total Lump Sum						817.47
Project Total : Grimes-NW Transportation Corridor Feasibility Study						7,254.16

<u>Invoice Summaries</u>	
Total Current Amount :	7,254.16
Retention Amount :	0.00
Pre-Tax Amount :	7,254.16
Tax Amount :	0.00
Total Invoice Amount :	7,254.16

<u>Billing Summaries</u>					
<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	7,254.16	238,657.99	245,912.15	375,900.00	129,987.85
Billing Total :	7,254.16	238,657.99	245,912.15		



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

Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37800134
Invoice Period Covered: 6/25/16 through 8/26/16
Consultant Job No. 60301188

Date: August 30, 2016
Client Project No.: HDP-3125 (610)--71-77
City: Grimes
Client Project Description: Northwest Transportation
Corridor Feasibility Study
Client Contact: Ms. Kelley Brown

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars	\$ 103,515.70	\$ 77,624.21	\$ 2,629.53
Overhead	\$ 162,519.65	\$ 113,161.27	\$ 3,658.71
Overhead Adjustment		\$ (2,451.15)	\$ -
Direct Expenses			
Mileage	\$ 1,525.50	\$ 1,137.26	\$ 145.80
Copies	\$ 780.00	\$ 1,222.60	\$ 2.65
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 21,416.78	\$ -
LT Leon Associates	\$ 9,000.00	\$ 8,999.08	\$ -
Estimated Actual Costs	\$ 341,335.35	\$ 221,110.05	\$ 6,436.69
Subtotal Rounded	\$ 341,300.00		
Fixed Fee	\$ 34,600.00	\$ 24,802.10	\$ 817.47
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 245,912.15	\$ 245,912.15	\$ 7,254.16
Remaining Authorized Balance	\$ 129,987.85		
Labor Hours (Prime)	1,988.00	1,713.75	54.00

Remit to: AECOM Technical Services, Inc • 1178 Paysphere Circle • Chicago, IL 60674

(Hearing/Issuance - Revenue)

419952-48

Grimes, Iowa

September 13, 2016

A meeting of the City Council of Grimes, Iowa, was held on September 13, 2016, at 5:30 p.m. at the City Hall, Grimes, Iowa.

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

Present: _____

Absent: _____

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: _____

Nays: _____

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

RESOLUTION NO. 09-0216

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$2,685,000 Taxable Sewer Revenue Bonds, Series 2016

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a resolution adopted and approved by the City Council on December 12, 2000 (the “Outstanding Bond Resolution”), the City previously issued its Sewer Revenue Bond, SRF Series 2000, dated December 19, 2000 (the “Outstanding Bond”), a portion of which remain outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bond under the terms and conditions set forth in the Outstanding Bond Resolution; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$2,700,000 to provide funds to pay a portion of the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and has published notice of the proposed action and has held a hearing thereon on September 6, 2016; and

WHEREAS, it is necessary at this time for the City Council to approve a certain Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Taxable Sewer Revenue Bonds, Series 2016 (the “Bonds”) in evidence thereof in the principal amount of \$2,685,000 in order to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$2,685,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the total aggregate principal amount of \$2,685,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$2,685,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds

by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bond and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Sanitary Sewer System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s Sewer Revenue Bond, SRF Series 2000, dated December 19, 2000, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Custodian)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2017	\$100,000	2027	\$134,000
2018	\$103,000	2028	\$138,000
2019	\$106,000	2029	\$143,000
2020	\$109,000	2030	\$147,000
2021	\$113,000	2031	\$151,000
2022	\$116,000	2032	\$156,000
2023	\$119,000	2033	\$160,000
2024	\$123,000	2034	\$165,000
2025	\$127,000	2035	\$170,000
2026	\$130,000	2036	\$175,000

Section 5. The loan proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof.

Section 6. So long as any of the Bonds, the Outstanding Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bond. The provisions of the Outstanding Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Outstanding Bond Resolution. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 9. The provisions in and by the Outstanding Bond Resolution, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may

be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolution, and paid into the Sinking Fund shall be not less than as follows:

On October 1, 2016 and November 1, 2016, an amount equal to 1/2 of the installment of interest coming due on December 1, 2016, and, thereafter, commencing December 1, 2016, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing October 1, 2016, and continuing to and including May 1, 2017, an amount equal to 1/8th of the installment of principal coming due on June 1, 2017, and, thereafter, commencing June 1, 2017, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolution whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolution and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bond and Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Outstanding Bond Resolution, Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bond and Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bond and Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bond or any Parity Obligations, the Outstanding Bond Resolution and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bond or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bond and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or Parity Obligations until all of the Bonds, the Outstanding Bond and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bond or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 13, 2016.

Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

• • • •

On motion and vote, the meeting adjourned.

Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

LOAN AND DISBURSEMENT AGREEMENT
\$2,685,000 TAXABLE SEWER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of September 23, 2016, by and between the City of Grimes, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the "Program") established in Iowa Code Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 92 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the Council of the Participant, adopted on September 13, 2016, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (defined herein).

(f) "Wastewater Treatment System" shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued sewer revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$2,685,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant

and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Wastewater Treatment System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (\$13,425), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Wastewater Treatment System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same

year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Wastewater Treatment System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Wastewater Treatment System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not

adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) not to sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project account, in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor not later than 180 days after the end of each fiscal year for which the report was prepared and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Wastewater Treatment System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred

to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis Bacon wage requirements and the requirements relating to the use of American iron and steel products.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its: Executive Director

EXHIBIT A

**ESTIMATED ADVANCEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES
TAXABLE SEWER REVENUE BOND, SERIES 2016

No. R-1

\$2,685,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2036	September 23, 2016

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, to the

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

TWO MILLION SIX HUNDRED EIGHTY-FIVE THOUSAND DOLLARS.

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2016, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2017, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2036. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Sanitary Sewer System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's Sewer Revenue Bond, SRF Series 2000, dated December 19, 2000, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By _____
Mayor Thomas M. Armstrong

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	

				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Due	Amount	Due	Amount
June 1 2017	\$100,000	June 1 2027	\$134,000
2018	\$103,000	2028	\$138,000
2019	\$106,000	2029	\$143,000
2020	\$109,000	2030	\$147,000
2021	\$113,000	2031	\$151,000
2022	\$116,000	2032	\$156,000
2023	\$119,000	2033	\$160,000
2024	\$123,000	2034	\$165,000
2025	\$127,000	2035	\$170,000
2026	\$130,000	2036	\$175,000

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk-Treasurer, of the City of Grimes, Iowa (the "City"), do hereby certify as of September 23, 2016 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$2,685,000 Taxable Sewer Revenue Bond, Series 2016 (the "Series 2016 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on September 13, 2016 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2016 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$2,685,000.

The Series 2016 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2016 Bond has been executed by the aforesaid City Treasurer; and the Series 2016 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2016 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2016 Bond or in any way concerning the validity of the Series 2016 Bond or the power and duty of the City to appropriate and apply the Net Revenues (as defined in the Resolution) from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2016 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2016 Bond has been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2016 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City's outstanding Sewer Revenue Bonds, SRF Series 2000, dated December 19, 2000.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF GRIMES, IOWA

Mayor Thomas M. Armstrong

Attest:

City Clerk-Rochelle Williams

(Hearing/Issuance - Revenue)

419952-47

Grimes, Iowa

September 13, 2016

A meeting of the City Council of Grimes, Iowa, was held on September 13, 2016, at 5:30 p.m. at the City Hall, Grimes, Iowa.

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

Present: _____

Absent: _____

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Water Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: _____

Nays: _____

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

RESOLUTION NO. 09-0116

Resolution authorizing and approving a Water Revenue Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$577,000 Taxable Water Revenue Bonds

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the “Utility”) in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a resolution adopted and approved by the City Council on December 12, 2000 (the “Series 2000 Bond Resolution”), the City previously issued its Water Revenue Bonds, SRF Series 2000A and SRF Series 2000B, dated December 19, 2000 (the “Series 2000 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a resolution adopted and approved by the City Council on May 14, 2013 (the “Series 2013 Bond Resolution” and together with the Series 2000 Bond Resolution, the “Outstanding Bond Resolutions”), the City also previously issued its Water Revenue Bond, SRF Series 2013, dated July 26, 2013 (the “Series 2013 Bond” and together with the Series 2000 Bonds, the “Outstanding Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to the Outstanding Bond Resolutions, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to enter into a Water Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$600,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions (the “Project”) to the Utility, and has published notice of the proposed action and has held a hearing thereon on September 13, 2016; and

WHEREAS, it is necessary at this time for the City Council to approve a certain Water Revenue Loan and Disbursement Agreement (the “Agreement”) with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Taxable Water Revenue Bonds, Series 2016 (the “Bonds”) in evidence thereof in the principal amount of \$577,000 in order to pay the costs of the Project; and

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the "Loan") to the City in the amount of \$577,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$577,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$577,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to

the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days notice of redemption by e-mail, facsimile, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, and the Outstanding Bonds, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

TAXABLE WATER REVENUE BOND, SERIES 2016

No. R-1 \$577,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2036	September 23, 2016

The City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, to the

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FIVE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2016, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2017, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2036. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent, to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Waterworks System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Water Revenue Bonds, SRF Series 2000A and 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(The following certificate shall be executed on each Bond with the duly authorized signature of the City Treasurer)

STATE OF IOWA
COUNTIES OF DALLAS AND POLK SS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2017	\$24,000	2027	\$29,000
2018	\$24,000	2028	\$29,000
2019	\$25,000	2029	\$30,000
2020	\$25,000	2030	\$31,000
2021	\$26,000	2031	\$31,000
2022	\$26,000	2032	\$32,000
2023	\$27,000	2033	\$33,000
2024	\$27,000	2034	\$33,000
2025	\$28,000	2035	\$34,000
2026	\$28,000	2036	\$35,000

Section 5. The loan proceeds (the “Loan Proceeds”) shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof.

Section 6. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Water Revenue Fund (“Water Revenue Fund”) created under the Outstanding Bond Resolutions. The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this Resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Water Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby

authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions and paid into the Sinking Fund shall be not less than as follows:

On October 1, 2016 and November 1, 2016, an amount equal to 1/2 of the installment of interest coming due on December 1, 2016, and, thereafter, commencing December 1, 2016, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing October 1, 2016, and continuing to and including May 1, 2017, an amount equal to 1/8th of the installment of principal coming due on June 1, 2017, and, thereafter, commencing June 1, 2017, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolutions whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Water Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Outstanding Bond Resolutions Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bonds and Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds, the Outstanding Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds, the Outstanding Bonds or Parity Obligations until all of the Bonds, the Outstanding Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 13, 2016.

Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

CLOSING CERTIFICATE

We, the undersigned, Mayor and City Clerk-Treasurer, of the City of Grimes, Iowa (the "City"), do hereby certify as of September 23, 2016 (the "Dated Date"), that we are now and were at the time of the execution of the City's \$577,000 Taxable Water Revenue Bonds, Series 2016 (the "Series 2016 Bond"), the officers respectively above indicated of the City; that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on September 13, 2016 (the "Resolution"), and a certain Loan and Disbursement Agreement (the "Agreement"), by and between the City and the Iowa Finance Authority, Des Moines, Iowa, as lender (the "Lender"), the Series 2016 Bond has been heretofore lawfully authorized and this day by us lawfully issued and delivered to the Lender and pursuant to the Agreement, the Lender shall loan to the City the maximum sum of \$577,000.

The Series 2016 Bond has been executed by the aforesaid officers; the certificate on the back of the Series 2016 Bond has been executed by the aforesaid City Treasurer; and the Series 2016 Bond has been fully registered as to principal and interest in the name of the Lender on the registration books of the City.

We further certify that the Series 2016 Bond is being issued to evidence the City's obligation under the Agreement entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "Utility").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the titles of the aforesaid officers to their respective positions or the proceedings incident to the authorization of the Series 2016 Bond or in any way concerning the validity of the Series 2016 Bond or the power and duty of the City to appropriate and apply the Net Revenues from the operation of the Utility to the full and prompt payment of the principal of and interest on the Series 2016 Bond, and that none of the proceedings incident to the authorization and issuance of the Series 2016 Bond has been repealed or rescinded.

We further certify that no appeal of the decision of the City to enter into the Agreement and to issue the Series 2016 Bond has been taken to the district court.

We further certify that the City has no other bonds or obligations of any kind now outstanding secured by or payable from the revenues to be derived from the operation of the Utility, except for the City's outstanding Water Revenue Bonds, SRF Series 2000A and Series 2000B, dated December 19, 2000; and Water Revenue Bond, SRF Series 2013, dated July 26, 2013.

We further certify that no board of trustees has been created for the management and control of the Utility and such management and control are vested in the Council of the City.

We further certify that all meetings held in connection with the Bond were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

IN WITNESS WHEREOF, we have hereunto affixed our hands on the Dated Date.

CITY OF GRIMES, IOWA

Mayor

Attest:

City Clerk-Treasurer

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES
TAXABLE WATER REVENUE BOND, SERIES 2016

No. R-1

\$577,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2036	September 23, 2016

The City of Grimes (the "City"), in Dallas and Polk Counties, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, to the

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

FIVE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2016, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule hereon on June 1, 2017, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2036. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent, to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Bonds, SRF Series 2000A and 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF GRIMES, IOWA

By _____
Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTIES OF DALLAS AND POLKSS: CITY TREASURER'S CERTIFICATE
CITY OF GRIMES

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	

				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

PRINCIPAL PAYMENT SCHEDULE

Due	Amount	Due	Amount
June 1		June 1	
2017	\$24,000	2027	\$29,000
2018	\$24,000	2028	\$29,000
2019	\$25,000	2029	\$30,000
2020	\$25,000	2030	\$31,000
2021	\$26,000	2031	\$31,000
2022	\$26,000	2032	\$32,000
2023	\$27,000	2033	\$33,000
2024	\$27,000	2034	\$33,000
2025	\$28,000	2035	\$34,000
2026	\$28,000	2036	\$35,000

LOAN AND DISBURSEMENT AGREEMENT
\$577,000 TAXABLE WATER REVENUE BONDS

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of September 23, 2016 by and between the City of Grimes, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the "Department"), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the "Program") established in Iowa Code Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) "Bonds" shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) "Regulations" shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) "Resolution" shall mean the resolution of the City Council of the Participant, adopted on September 13, 2016, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Water System" shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$577,000 (the "Loan").

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (\$2,885), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any "non-governmental output property" within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations ("refinancing of indebtedness") unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) not to sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor not later than twelve months after the end of each fiscal year for which the report was prepared and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant

agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF GRIMES, IOWA

By: _____
Mayor

Attest:

City Clerk

IOWA FINANCE AUTHORITY

By: _____
Its: Executive Director

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

Estimated Amortization Schedule

City of Grimes
Sewer Revenue Bond
CS-1920751-01



Loan summary

Loan Closing Date	Sep 23, 2016
Final Disbursement Date	May 5, 2017
Final Maturity Date	Jun 1, 2036
Loan Period in Years	20
Total Loaned Amount	\$ 2,685,000.00
0.5% Initiation Fee	13,425.00
Net Proceeds to Borrower	\$ 2,671,575.00
Annual Interest Rate	1.75%
Total Interest	\$ 517,436.60
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 73,919.51
Total Loan Costs	\$ 604,781.11

Estimated Draw Schedule

Initiation Fee -	Sep 23, 2016	13,425.00
P & D Payoff -	Sep 23, 2016	-
Estimated Draw #1-	Sep 23, 2016	1,166,575.00
Estimated Draw #2-	Oct 21, 2016	250,000.00
Estimated Draw #3-	Nov 18, 2016	250,000.00
Estimated Draw #4-	Dec 16, 2016	250,000.00
Estimated Draw #5-	Jan 13, 2017	250,000.00
Estimated Draw #6-	Feb 10, 2017	250,000.00
Estimated Draw #7-	Mar 10, 2017	250,000.00
Held for Final Docs - May 5, 2017		5,000.00
Total Loaned Amount		2,685,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2016	1,430,000.00		4,386.67	626.67	5,013.34		1,430,000.00
Jun 1, 2017	2,680,000.00	100,000.00	20,873.61	2,981.94	123,855.55	128,868.89	2,580,000.00
Dec 1, 2017	2,585,000.00		22,625.07	3,232.15	25,857.22		2,585,000.00
Jun 1, 2018	2,585,000.00	103,000.00	22,618.75	3,231.25	128,850.00	154,707.22	2,482,000.00
Dec 1, 2018	2,482,000.00		21,717.50	3,102.50	24,820.00		2,482,000.00
Jun 1, 2019	2,482,000.00	106,000.00	21,717.50	3,102.50	130,820.00	155,640.00	2,376,000.00
Dec 1, 2019	2,376,000.00		20,790.00	2,970.00	23,760.00		2,376,000.00
Jun 1, 2020	2,376,000.00	109,000.00	20,790.00	2,970.00	132,760.00	156,520.00	2,267,000.00
Dec 1, 2020	2,267,000.00		19,836.25	2,833.75	22,670.00		2,267,000.00
Jun 1, 2021	2,267,000.00	113,000.00	19,836.25	2,833.75	135,670.00	158,340.00	2,154,000.00
Dec 1, 2021	2,154,000.00		18,847.50	2,692.50	21,540.00		2,154,000.00
Jun 1, 2022	2,154,000.00	116,000.00	18,847.50	2,692.50	137,540.00	159,080.00	2,038,000.00
Dec 1, 2022	2,038,000.00		17,832.50	2,547.50	20,380.00		2,038,000.00
Jun 1, 2023	2,038,000.00	119,000.00	17,832.50	2,547.50	139,380.00	159,760.00	1,919,000.00
Dec 1, 2023	1,919,000.00		16,791.25	2,398.75	19,190.00		1,919,000.00
Jun 1, 2024	1,919,000.00	123,000.00	16,791.25	2,398.75	142,190.00	161,380.00	1,796,000.00
Dec 1, 2024	1,796,000.00		15,715.00	2,245.00	17,960.00		1,796,000.00
Jun 1, 2025	1,796,000.00	127,000.00	15,715.00	2,245.00	144,960.00	162,920.00	1,669,000.00
Dec 1, 2025	1,669,000.00		14,603.75	2,086.25	16,690.00		1,669,000.00
Jun 1, 2026	1,669,000.00	130,000.00	14,603.75	2,086.25	146,690.00	163,380.00	1,539,000.00
Dec 1, 2026	1,539,000.00		13,466.25	1,923.75	15,390.00		1,539,000.00
Jun 1, 2027	1,539,000.00	134,000.00	13,466.25	1,923.75	149,390.00	164,780.00	1,405,000.00
Dec 1, 2027	1,405,000.00		12,293.75	1,756.25	14,050.00		1,405,000.00
Jun 1, 2028	1,405,000.00	138,000.00	12,293.75	1,756.25	152,050.00	166,100.00	1,267,000.00
Dec 1, 2028	1,267,000.00		11,086.25	1,583.75	12,670.00		1,267,000.00
Jun 1, 2029	1,267,000.00	143,000.00	11,086.25	1,583.75	155,670.00	168,340.00	1,124,000.00
Dec 1, 2029	1,124,000.00		9,835.00	1,405.00	11,240.00		1,124,000.00
Jun 1, 2030	1,124,000.00	147,000.00	9,835.00	1,405.00	158,240.00	169,480.00	977,000.00
Dec 1, 2030	977,000.00		8,548.75	1,221.25	9,770.00		977,000.00
Jun 1, 2031	977,000.00	151,000.00	8,548.75	1,221.25	160,770.00	170,540.00	826,000.00
Dec 1, 2031	826,000.00		7,227.50	1,032.50	8,260.00		826,000.00
Jun 1, 2032	826,000.00	156,000.00	7,227.50	1,032.50	164,260.00	172,520.00	670,000.00
Dec 1, 2032	670,000.00		5,862.50	837.50	6,700.00		670,000.00
Jun 1, 2033	670,000.00	160,000.00	5,862.50	837.50	166,700.00	173,400.00	510,000.00
Dec 1, 2033	510,000.00		4,462.50	637.50	5,100.00		510,000.00
Jun 1, 2034	510,000.00	165,000.00	4,462.50	637.50	170,100.00	175,200.00	345,000.00
Dec 1, 2034	345,000.00		3,018.75	431.25	3,450.00		345,000.00
Jun 1, 2035	345,000.00	170,000.00	3,018.75	431.25	173,450.00	176,900.00	175,000.00
Dec 1, 2035	175,000.00		1,531.25	218.75	1,750.00		175,000.00
Jun 1, 2036	175,000.00	175,000.00	1,531.25	218.75	176,750.00	178,500.00	0.00

These are the proposals I have received for the grinding of the branches that the city has collected from the storm cleanup. In the past we have used dumpsters to have them hauled away at an approximately cost of 3000.00 per 6 dumpsters I think we have around 20 to 25 dumpsters worth of branches =13500.00

J Pettiecord said that they would use their conveyor grinder that would contain the flying debris keeping all material contained on sight. They could complete the job as soon as the proposal is signed

Wright outdoor solutions would be using a tub grinder and cannot guarantee that the debris would stay contained do to the fact that it is a tub grinder and has an open top that could fling something out. They would not be able to start work till the end of the month at the soonest.

I have contacted several other tree services and they have recommended J Pettiecord do to the fact that they only have pull behind chippers.

Sincerely

Blake Putney/Lead Operator City Of Grimes



5043 NE 22nd St. ~ Des Moines, Iowa 50313
 Phone: 515-263-8900 ~ Fax: 515-265-7750
www.JPettiecord.com

TO:	City of Grimes	PROJECT NAME:	Tree Pile Grinding
ADDRESS:		LOCATION:	NE Main Street
ATTN:	Blake Putney	ENGINEER:	N/A
PHONE:		PLAN DATE:	
FAX:		LAST REVISED:	
DATE:	August	ADDENDUMS:	
FROM:	Nick Wylie		

Scope of work will include:

1. Grinding the pile of trees and leaving chips on site.

Base Bid:

\$8,000

Note:

- Proposal is valid for 30 days.

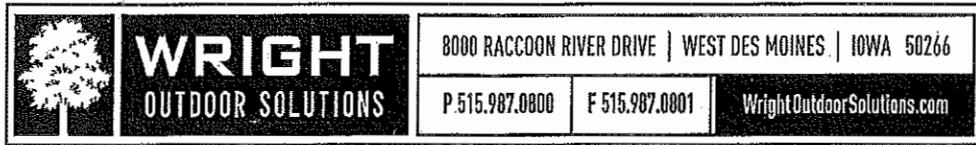
Excludes:

Erosion control measures, tree protection measures, traffic control, issues with endangered species, mowing, bonds, permits, railroad insurance policies, additional mobilizations, removal of fence, trash, and dirt with brush mixed in.

Accepted by: City of Grimes

Contractor: J. Pettiecord, Inc.

*24 Hour Spill Response * Tree Clearing * Environmental Construction and Remediation *
 * Excavating * Heavy Hauling * Dump Trucking * Demolition * Asbestos Removal *



Client: City of Grimes
 101 NE Harvey St
 Grimes, IA 50111
 Blake

Tree Removal	Number of Services	Price per Service
Large Chipper	1	\$5,225.00

Initial Here

Use of Large Chipper to grind existing brush behind shop. Includes travel & set up & DOT permits.

Additional Information

Wright Outdoor Solutions will supply all labor and equipment to perform the services detailed in this proposal. Wright Outdoor Solutions is accredited by the Tree Care Industry Association and adheres to all pruning guidelines as published in ANSI A300.

Wright Outdoor Solutions uses "Iowa One Call" to have underground facilities located prior to beginning work. *They do not locate private lines.* Clients will need to locate any private utilities if they are of concern. It is the homeowner's responsibility to advise Wright Outdoor Solutions of any irrigation, invisible fencing or any other underground private lines. Wright Outdoor Solutions takes great care not to cause any damage. In the event that unforeseen circumstances are encountered which may affect the cost of the project, such as buried debris, stumps, poor soil conditions, etc., This is an estimate only. Wright Outdoor Solutions will advise the client of any additional expenses prior to proceeding.

PROJECT AUTHORIZATION - PLEASE INDICATE WHICH SERVICES YOU WOULD LIKE TO APPROVE BY INITIALING BY EACH SERVICE. Applicable sales tax will be added in accordance with state and local regulations.

SALES TAX IS NOT INCLUDED IN THIS TOTAL

Please do not remit payment from this proposal as all services will be billed upon completion. Payment will be due upon receipt of each invoice.

Ask your Account Manager about our complete line of services for all your outdoor needs that may not be mentioned here

Signature _____

Date _____



TRANSMITTAL

Aspen Business Park | 444 North Walnut Street Suite 117 | Ames Iowa 50010

DATE: September 7, 2016

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

RE: Water / Wastewater Improvements
2454-12A.600

DELIVERY: E-Mail

ITEMS: 1. Change Order No. 3

COMMENTS:

Kelley,

Please find enclosed Change Order No. 3. This change order includes adders for replacing the sluice gate electric actuator in the raw wastewater pumping station, replacing the aeration equipment in the small aeration basin, repairing the leak in the potable water line located in the screenings room of the raw wastewater pumping, and repairing the gear drive and motor on the Vulcan mechanical screen. If approved by council, please sign and return via email.

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

Taylor Hopper, P.E.

Date of Issuance: September 7 2016
 Owner: City of Grimes, Iowa
 Contractor: Rice Lake Construction Group
 Engineer: FOX Engineering
 Project: Water / Wastewater Improvements

Contract Effective Date: February 9, 2016
 Owner's Contract No.:
 Contractor's Project No.: 1605
 Engineer's Project No.: 2454-12A
 Contract Name:

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

- Item 1 Change Proposal Request (CPR) 3, Change Order Proposal (COP) 4: Replace the sluice gate electric actuator assembly for the raw wastewater pumping station influent gate. Reconnect to power and control wiring, reuse stem nut, and reinstall SCADA controls. **Add \$6,659 for this change.**
- Item 2 CPR 4, COP 5: Remove the existing pumps along with aeration equipment and provide and install new aeration equipment in the small aeration basin. Pump out basin and clean the basin as needed to properly install the new equipment. Install new 4" flexible drop hoses from two of the existing drop legs to the new aeration grids. **Add \$58,351 for this change.**
- Item 3 CPR 5, COP 6: Repair the leak in the potable water line located in the raw wastewater pumping station. **Add \$1,954.00 for this change.**
- Item 4 CPR 6, COP 7: Remove the Vulcan mechanical screen located in the screenings room of the raw wastewater pumping station, transport to Vulcan's shop for repair of the gear drive and motor, and reinstall the screen after repairs. This item includes Vulcan's charges and return shipping to the project site. **Add \$58,237 for this change.**

Attachments: CPR 3, COP 4, CPR 4, COP 5, CPR 5, COP 6, CPR 6, COP 7

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 2,498,400.00</u>	Original Contract Times: Substantial Completion: <u>February 27, 2017</u> Ready for Final Payment: <u>May 5, 2017</u>
Increase from previously approved Change Orders No. 1 to No. 2: <u>\$ 111,138.68</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: <u>\$ 2,609,538.68</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 27, 2017</u> Ready for Final Payment: <u>May 5, 2017</u>
Increase of this Change Order: <u>\$ 125,201.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>12 days</u> Ready for Final Payment: <u>12 days</u>
Contract Price incorporating this Change Order: <u>\$ 2,734,739.68</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 11, 2017</u> Ready for Final Payment: <u>May 17, 2017</u>

<p>RECOMMENDED:</p> <p>By: <u><i>Taylor Hopper</i></u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>9/7/2016</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u><i>[Signature]</i></u> Contractor (Authorized Signature)</p> <p>Title: <u>Proj. MGR</u></p> <p>Date: <u>9-7-16</u></p>
---	--	--

Change Proposal Request No. 3 (Not a Change Order)

Project Name: Water / Wastewater Improvements	Owner's Contract No.
Project Owner: City of Grimes, Iowa	
FOX Project No. 2454-12A	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Rice Lake Construction Group	Date: 8/3/2016

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

- I. Replace the sluice gate electric actuator assembly for the RWPS influent gate and reconnect to power and control wiring. Reuse stem nut. SCADA controls shall be reinstalled.

Attachments: Mellen & Associates, Inc. Quote 2016-0524-cm-uswsc

By Taylor Hopper, P.E, FOX Engineering

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 1 calendar days.

This change will: Add Deduct No Change

\$ 6,659

General Contractor _____

Date _____



August 22, 2016

Fox Engineering Associates, Inc.
414 South 17th St, Ste 107
Ames, IA 50010

ATTN: Lance Aldrich, P.E.

RE: Water / Wastewater Improvements – Grimes, Iowa
RLCG Project No. 1605
~~CPR #4~~ – Gate Motor Replacement
COP

Lance,

Proposal Request

This request is in regards to Change ~~Order Proposal #3~~, to remove and replace the sluice gate electric actuator for the RWPS. This change in conditions results in an additional cost of \$6,659 and will require an additional 1 days of construction. This proposal does not include any startup services.

Item	Units	Unit Price	Totals
RLCG Labor	LS		\$535
RLCG Material	LS		\$3,830
Cruiser Elect	LS		\$1,500
Subs markup	%	5	\$75
RLCG markup	%	15	\$654
Bond	%	1	\$65
Sub-total			\$6,659

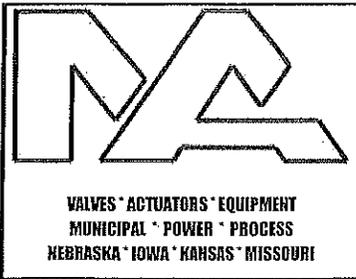
If you have any questions, or require additional information, do not hesitate to contact us.

Sincerely,
Rice Lake Construction Group

A handwritten signature in black ink, appearing to read "Mike Carpenter".

Mike Carpenter, P.E.
Project Manager

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016



**MELLEN &
ASSOCIATES, INC.**

3404 S. 11th St., Council Bluffs, IA 51501

QUOTATION#: 2016-0524-cm-uswsc
QUOTATION DATE: May 24, 2016
PREPARED BY: Mick Mixan
 Ph: (712) 322-9333
 Fax: (712) 322-6557
 mmixan@qtechautomation.com

PROJECT NAME: Grimes, IA

QUOTED TO: US Water Services Corporation

Attn: Jake Solsma
 Ph: 515-490-1929
 E-Mail: jsolsma@uswatercorp.net

TERMS: 100% Net 30 Days
F.O.B.: Factory
FREIGHT TERMS: Prepay & Add
DELIVERY: 6 - 8 Weeks

Item No.	Quantity	Description	Net Each	Ext. Net
1	1	Auma Model SAEX10.2 Norm Electric Actuator Assembly Norm = Motor Controls not Included Replacement for SO# A000970	\$ 2,971	\$ 2,971
SUB-TOTAL			\$	2,971.00

TERMS & CONDITIONS

- Price does not include mechanical joint accessories, valve boxes, special coatings, special tagging, tee operating wrenches, flange gaskets, bolts, installation services, test certifications, field start up services, special crating, extended warranties or packaging for export - unless otherwise noted.
- State and local use taxes are not included. Tax exempt certificates must be provided if the project is determined to be tax exempt.
- This quotation/order is subject to the manufacturers' acceptance, standard warranty and terms and conditions (available upon request).
- Delivery quotes represent an estimate only, with all items quoted as "subject to prior sale".
- Pricing will be held for 30 days.

ADDITIONAL COMMENTS

- Please reference quotation number 2016-0524-cm-uswsc on all purchase orders & correspondence.
- Purchase Orders resulting from this quotation shall be issued to "Mellen & Associates, Inc".
- STARTUP SERVICES:** If required, startup services will be billed by Qtech Automation at a rate of \$125 per hour, including travel. A separate purchase order issued to Qtech Automation may be required.

Change Proposal Request

No. 4

(Not a Change Order)

Project Name: Water / Wastewater Improvements	Owner's Contract No.
Project Owner: City of Grimes, Iowa	
FOX Project No. 2454-12A	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Rice Lake Construction Group	Date: 8/4/2016

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

1. Remove the existing motive pumps (abandoned) and aeration equipment in the small aeration basin. Provide and install new aeration equipment as generally indicated by the attached Sanitaire proposal #26288-15s. Installation and construction of aeration equipment to be similar to "Grid Type 1" from the Grimes Phase II project (Sanitaire Job 00-4506). Most of the water currently existing in the basin will be pumped out by US Water. Rice Lake Construction shall further drain and clean the basin as needed to properly install the aeration equipment. The existing aeration equipment and jet motive pumps shall be disposed of by the Contractor.
2. Install new 4" flexible drop hoses (same material as existing drop hoses) from two of the existing drop legs to the new aeration grids.
3. Submit aeration equipment and drop hose as a shop drawing for Engineer's review.
4. No restriction on the general schedule on the replacement of the aeration equipment. Yet this year would be preferable, but by next spring is acceptable.

Attachments: Sanitaire Proposal #26288-15s

By Taylor Hopper, P.E, FOX Engineering

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by 7 calendar days.

This change will: Add Deduct No Change

\$ \$58,351

Mike Carpenter, Rice Lake Construction Group

General Contractor

Date 8/22/16



SANITAIRE

a xylem brand

Diffused Aeration Equipment

for

Grimes, IA
Aeration Basin

Prepared For:

Fox Engineering Co

1531 Airport Road
Ames, IA 50010
515-233-0000

Sanitaire Representative:
Engineered Equipment Solutions
203 E. Main St.
State Center, IA 50247
(641) 483-2904

Sanitaire #26288-15s
May 6, 2016

aw K:\s26288-15\2016_5_16 Aeration Basin.aer

Sanitaire Aeration Design Inputs for: Grimes, IA, Sanitaire #26288-15s

Tank Geometry

1 Train Consisting of:

Parameter	Units	Pass 1
Parallel Reactors		1
Pass Process		Aerobic
SWD	ft	15.0
Submergence	ft	14.2
Volume	ft ³	17,280.0
Reactor Geometry:		Rect
Length	ft	48.0
Width	ft	24.0

Oxygen/Air Distribution

	Zone	1
	Pass	1
Default		100.0%

Oxygenation

Parameter	Units	Condition1
No. Trains Operating		1
Air Rate	scfm	255.0

Standard Oxygen Correction Factor Parameters

Parameter	Units	Condition1
Site Elevation	FASL	955
Ambient Pressure	PSIA	14.24
Water Temperature	°C	20

Notes:

Bold, italicized text indicate assumptions made by Sanitaire

A - Indicates Actual (AOR) Requirement.

S - Indicates Standard Condition (SOR) Oxygen requirement.

If the AOR/SOR parameter is not given, then its value will be evaluated later if suitable alpha, beta, D.O., theta, pressure, and temperature data is supplied.

Round tanks are evaluated as rectangular tanks diameter equal to length and equal surface area.

Annular tanks are evaluated as rectangular tanks of width equal to the annular width and equal surface area.

Sanitaire Project Name: Grimes, IA
 Sanitaire Project #26288-15s
 Design Summary

	Units	Condition 1 Default
No. Trains in Operation		1
No. Grids in Operation		2
No. Operating Diffusers		204
SOR	lb/day	1,918
SOTE	%	30.0
Total Air Rate	scfm	255.0
Min. Diffuser Air Rate	scfm/diff.	1.25
Max. Diffuser Air Rate	scfm/diff.	1.25
Static Pressure	psig	6.14
Diffuser DWP @ Min Air	psig	0.5
Diffuser DWP @ Max Air	psig	0.5
Pressure @ Top of Dropleg	psig	6.72
Est. Blower Efficiency		70%
Est. Motor Efficiency		90%
Shaft Power	Bhp	9.88
Est. Motor Electrical Load	kW	8.19
Est. Standard Aeration Efficiency	#SOR/BHP-hr	8.09

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (A/A_d), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 - A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
 - B. Potential for increased headloss resulting from diffuser fouling and/or aging. Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.
 - C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²

Sanitaire Project Name: Grimes, IA

Sanitaire Project #26288-15s

Consulting Engineer: Fox Engineering Co

Operating Condition: Condition1

Oxygen Distribution: Default

Aeration System Design

Parameter	Units	Zone 1	Totals/Overall
Pass		1	
SWD	ft	15.00	
Subm	ft	14.19	
Volume	ft³	17,280.0	17,280.0
No. Parallel Tanks		1	
No. Trains in Operation		1	
Grid Count		2	2
Dropleg Diameter	inches	4	
Al/Ad		13.7733	
Diffuser Density	% Floor	7.26%	
Diffusers/Grid		102	204

Oxygen Transfer

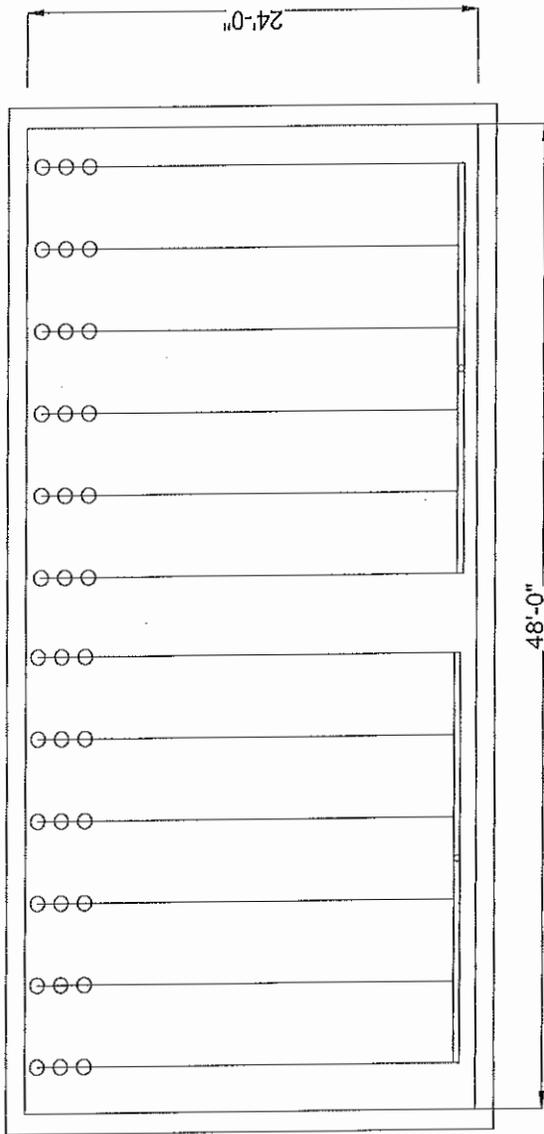
Diffuser Type		SSII-9	
Alpha			
Beta			
Theta			
D.O.	mg/l		
Water Temp	°C	20	
AOR/SOR			
Oxygen Distribution	%/Zone	100.0%	100.0%
AOR	lb/day		
SOR	lb/day		
Air Rate (7)	scfm	255.0	255.0

Performance

Mixing Criteria	scfm/ft²	0.12	
Safety Factor	%		
Mixing Air (8)	scfm	138.2	
Process Air (for SOR)	scfm	255.0	
Design Air (1,7)	scfm	255.0	255.0
Diffuser Air Rate	scfm/Diff.	1.25	1.25
Delivered SOR	lb/day	1,918.0	1,918.0
Delivered SOTE	%	30.0%	30.0%
Pressure @ Top of Dropleg	psig	6.72	6.72
Shaft Power	Bhp	9.9	9.9

Notes:

- (1) Design air is the maximum of process air or mixing air
- (2) Delivered oxygen based on design air
- (3) Brake Horsepower based on adiabatic compression, 70% mechanical efficiency and 0.30 psi line loss
- (4) Performance based on diffuser density (Al/Ad), submergence, and diffuser unit air flow.
- (5) Diffuser Air Flow based on Active Valve Modulation
- (6) Blower Pressure Capability also requires consideration of:
 - A. The Air Main headloss (piping, fittings, valves, instrumentation, etc.) between the blower and the aeration assembly dropleg connections.
 - B. Potential for increased headloss resulting from diffuser fouling and/or aging.
 Please refer to the US EPA Fine Pore Design Manual (EPA/625/1-89/023), WEF Manual of Practice FD-13, and other technical publications for a detailed discussion on this subject. Note that this headloss consideration relates to all Fine Pore systems regardless of supplier or type of diffuser element.
 - C. Increased diffuser submergence during Peak Flow conditions.
- (7) Air Flow defined at 20°C
- (8) Fine Mixing air based on MOP/8 0.12 scfm/ft²



Single Train Information

Grid No	Grid Count	Drop Leg Ø"	Header Count	Header Spc.ft.	Header Len.ft.	Discs/ Grid	AI/ Ad	Discs/ Train
1	2	4	6	4.00	22.50	102	13.77	204

Total Discs/Train 204

Note: Some headers may be omitted for clarity

PRELIMINARY - THIS DRAWING IS NOT INTENDED FOR CONTRACT DOCUMENTS, SUBMITTALS OR CONSTRUCTION

 Sanitaire a xylem brand <small>BROWN DEER, WISCONSIN 53023</small>	CURT NO. DWG NO.	THIS DRAWING IS THE PROPERTY OF XYLEM AND IS SUBMITTED IN CONFIDENCE. IT IS NOT TO BE DISCLOSED, USED OR DUPLICATED WITHOUT PERMISSION OF XYLEM.	9" Disc Aeration System Grimes, IA	DRAWN BY AW	DATE 5/8/16	MODEL 26286-15s	JOB SHEET
				CHECK BY APPROV BY	DATE DATE		



August 22, 2016

Fox Engineering Associates, Inc.
414 South 17th St, Ste 107
Ames, IA 50010

ATTN: Lance Aldrich, P.E.

RE: Water / Wastewater Improvements – Grimes, Iowa
RLCG Project No. 1605
~~CPR #5~~ – Aeration Equipment
COP

Lance,

Proposal Request

This request is in regards to Change ~~Order Proposal~~ #4, to remove the existing motive pumps and aeration equipment and install new Sanitaire equipment. Startup from Sanitaire is included in this scope. This change in conditions results in an additional cost of \$58,351 and will require an additional 7 days of construction.

Item	Units	Unit Price	Totals
RLCG Labor	LS		\$17,220
RLCG Materials	LS		\$23,119
RLCG Equipment	LS		\$9,900
Subs markup	%	5	\$0
RLCG markup	%	15	\$7,535
Bond	%	1	\$577
Sub-total			\$58,351

If you have any questions, or require additional information, do not hesitate to contact us.

Sincerely,
Rice Lake Construction Group

Mike Carpenter, P.E.
Project Manager

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016

Change Proposal Request

No. 5

(Not a Change Order)

Project Name:	Water / Wastewater Improvements	Owner's Contract No.
Project Owner:	City of Grimes, Iowa	
FOX Project No.	2454-12A	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor:	Rice Lake Construction Group	Date: 8/3/2016

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

1. Repair the leak in the potable water line located in screenings room of the raw wastewater pumping station. Submit proposed method of repair based on AJ Allen estimate provided to Rice Lake per May 25 email from Zach Smith to FOX (attached).
2. Submit pricing and method of repair if additional issues are encountered within the wall.

Attachments: May 25 email from Zach Smith to FOX.

By Taylor Hopper, P.E, FOX Engineering

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by _____ calendar days.

This change will: Add Deduct No Change

\$ \$1,954

Mike Carpenter, Rice Lake Construction Group

General Contractor

Date 8/22/16

Zimbra

tah@foxeng.com

Water Line Repair 2 RWPS

From : Zach Smith <zach_smith@ricelake.org>

Wed, May 25, 2016 03:18 PM

Subject : Water Line Repair 2 RWPS**To :** Taylor Hopper <tah@foxeng.com>**Cc :** Lance Aldrich <lja@foxeng.com>, Vernon deJonge <vernon_dejonge@ricelake.org>, awood@uswatercorp.net

Taylor,

AJ Allen has provided a price to repair the leak at the wall that was discuss in last Friday's monthly meeting. The main issue is there could be more if future issues are found inside the wall after it is core drilled. The estimate as we see the issue would be approximately \$1,900 after markup. We can discuss this further if the owner is still interested in the repair. Thanks

--

Zach Smith
Project Manager
Rice Lake Construction Group
22360 County Rd 12
Deerwood, MN 56444

Office - (218) 545-2901
Cell - (515) 782-1212
www.ricelake.org



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August 22, 2016

Fox Engineering Associates, Inc.
414 South 17th St, Ste 107
Ames, IA 50010

ATTN: Lance Aldrich, P.E.

RE: Water / Wastewater Improvements – Grimes, Iowa
RLCG Project No. 1605
~~CPR #6~~ – RWSP Water Leak
COP

Lance,

Proposal Request

This request is in regards to Change Order ~~Proposal~~ #5, to repair the potable water leak in screenings room of the RWPS. The intent is to core drill the wall where the pipe comes through, repair the pipe and re-grout the penetration. Excavation will be required if the pipe is damaged farther outside of the wall and additional costs will be incurred. This change in conditions results in an additional cost of \$1,954 and will require an additional 0 days of construction.

Item	Units	Unit Price	Totals
RLCG Labor	LS		\$85
AJ Allen Mech	LS		\$1,750
Subs markup	%	5	\$87
RLCG markup	%	15	\$13
Bond	%	1	\$19
Sub-total			\$1,954

If you have any questions, or require additional information, do not hesitate to contact us.

Sincerely,
Rice Lake Construction Group

A handwritten signature in black ink that reads "Mike Carpenter".

Mike Carpenter, P.E.
Project Manager

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016

Change Proposal Request No. 6 (Not a Change Order)

Project Name: Water / Wastewater Improvements	Owner's Contract No.
Project Owner: City of Grimes, Iowa	
FOX Project No. 2454-12A	Initiated by: <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Contractor
Contractor: Rice Lake Construction Group	Date: 8/12/2016

Attention: The following change in the contract on this project is proposed. Please provide your proposed price for the cost of this change.

- A breakdown of cost shall be provided upon request by the Owner or Engineer.
- Work shall not commence until authorized by the Owner.

Description of the Proposed Change:

1. Remove the Vulcan mechanical screen and transport to Vulcan's shop for repair of the gear drive and motor. Pricing shall include Vulcan's charges for the repair and return shipping and reinstallation of the screen after repairs have been completed. Change proposal shall include an estimate of the time the screen will be out of service.

Attachments:

By Taylor Hopper, P.E., FOX Engineering

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased Decreased Unchanged

by ~~4~~
4 calendar days.

This change will: Add Deduct No Change

\$ \$58,237

Mike Carpenter, Rice Lake Construction Group

General Contractor

Date 8/22/16



August 22, 2016

Fox Engineering Associates, Inc.
414 South 17th St, Ste 107
Ames, IA 50010

ATTN: Lance Aldrich, P.E.

RE: Water / Wastewater Improvements – Grimes, Iowa
RLCG Project No. 1605
~~CPR #7~~ – Vulcan Mechanical Screen
COP

Lance,

Proposal Request

This request is in regards to Change ~~Order Proposal~~ #6, to remove the Vulcan mechanical screen in the RWPS and transport to the Vulcan's shop for repairs. Then reinstallation once repaired, repair duration unspecified by Vulcan. This change in conditions results in an additional cost of \$58,237 and will require an additional 4 days of construction.

Item	Units	Unit Price	Totals
RLCG Labor	LS		\$7,285
RLCG Materials & Shipping	LS		\$38,590
RLCG Equipment	LS		\$3,300
Cruiser Elect	LS		\$400
Subs markup	%	5	\$20
RLCG markup	%	15	\$7,466
Bond	%	1	\$576
Sub-total			\$58,237

If you have any questions, or require additional information, do not hesitate to contact us.

Sincerely,
Rice Lake Construction Group

Mike Carpenter, P.E.
Project Manager

22360 County Road 12
PO Box 517
Deerwood, MN 56444
PH 218-546-5519
FX 218-546-7016

Contractor's Application For Payment # 3

To (Owner): City of Gaines	Application Period To: 8/26/2016	Application Date: 8/26/2016
Project: Water/Wastewater Improvements	From (Contractor): Rice Lake Construction Group	Via (Engineer): FOX Engineering
Owner's Contract No.:	Contract: All Construction	
	Contractor's Project No.: 1605	

Application for Payment

Change Order Summary

Approved Change Orders	Number	Additions	Deductions	Description
	1	\$89,000.00		1. ORIGINAL CONTRACT PRICE
	2	\$24,638.68		2. Net change by Change Orders
				3. CURRENT CONTRACT PRICE (Line 1 ± 2)
				4. TOTAL COMPLETED AND STORED TO DATE
				(Column F on Progress Estimate)
				5. RETAINAGE:
				a. 5% x \$647,004.73 Work Completed \$32,350.24
				b. 5% x \$29,460.00 Stored Materials \$1,473.00
				c. Total Retainage (Line 5a + Line 5b) \$33,823.24
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$642,641.49
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$265,682.13
				TOTALS \$376,959.36
				NET CHANGE BY CHANGE ORDERS \$113,638.68
				TOTALS \$111,138.68

Contractor's Certification

The undersigned Contractor certifies that: (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.

Payment of:

\$376,959.36
(Line 8 or other - attach explanation of other amount)

is recommended by:

Tasha Atypner (Engineer) 9/7/2016 (Date)

Payment of:

\$376,959.36
(Line 8 or other - attach explanation of other amount)

is approved by:

(Owner) _____ (Date)

Approved by:

Funding Agency (if applicable) _____ (Date)

By: *Michael D. Reynolds* 8/26/2016

ECJDC No. C-520 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Project: Grimes, JA - Water/Wastewater Improvements
 Contractor: Rice Lake Construction Group
 Engineer: FOX Engineering

Owner: City of Grimes

Application Number: 3
 Date of application: 8/28/2016
 Work completed through: 8/28/2016

Pay Item Number	Description	Item	B Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	% (E)	Balance to Finish
1	Insurance								
1A	Insurance - Wastewater		\$28,000.00	\$28,000.00			\$28,000.00	100	\$0.00
1B	Insurance - Water		\$7,000.00	\$7,000.00			\$7,000.00	100	\$0.00
2	Mobilization								
2A	Mobilization - Wastewater		\$120,000.00	\$120,000.00			\$120,000.00	100	\$0.00
2B	Mobilization - Water		\$30,000.00	\$30,000.00			\$30,000.00	100	\$0.00
3	Demobilization								
3A	Demobilization - Wastewater		\$20,000.00	\$0.00			\$20,000.00	0	\$20,000.00
3B	Demobilization - Water		\$5,000.00	\$0.00			\$5,000.00	0	\$5,000.00
4	Silt Fence		\$10,000.00	\$2,500.00			\$2,500.00	25	\$7,500.00
5	Demolition of Existing Facilities/Pavement								
5A	- Misc. Demo		\$15,000.00	\$0.00	\$5,000.00		\$5,000.00	33	\$10,000.00
5B	- Sludge Removal		\$65,000.00	\$0.00	\$57,270.00		\$57,270.00	88	\$7,730.00
6	Lagoon Liner		\$135,000.00	\$0.00			\$0.00	0	\$135,000.00
7	Earthwork - 6500 CY								
7A	- Earthwork		\$175,000.00	\$5,000.00	\$22,500.00		\$27,500.00	16	\$147,500.00
8	Site Piping								
8A	-Purchase Pipe		\$100,000.00	\$0.00	\$50,000.00		\$50,000.00	50	\$50,000.00
8B	-Purchase Manholes		\$20,000.00	\$0.00	\$10,000.00		\$10,000.00	50	\$10,000.00
8C	-Install		\$75,000.00	\$0.00	\$37,500.00		\$37,500.00	50	\$37,500.00
9	Sidewalks, Bollards, Misc Conc		\$7,500.00	\$0.00			\$0.00	0	\$7,500.00
10	Seeding/Landscaping		\$13,000.00	\$0.00			\$0.00	0	\$13,000.00
11	Concrete Reinforcement - 45 Ton								
11A	-Purchase		\$35,000.00	\$0.00	\$4,550.00	\$28,460.00	\$34,010.00	97	\$990.00
11B	-Install		\$32,000.00	\$0.00	\$4,121.74		\$4,121.74	13	\$27,878.26
12	Concrete Work - 600 CY								
12A	-Screw Pump Station		\$335,000.00	\$0.00			\$0.00	0	\$335,000.00
12B	-Peak Flow Diversion Structure		\$50,000.00	\$0.00			\$0.00	0	\$50,000.00
12C	-Generator Pad		\$6,000.00	\$6,000.00			\$6,000.00	100	\$0.00
12D	-Transformer Pad		\$2,000.00	\$2,000.00			\$2,000.00	100	\$0.00
12E	-Limo Silo Foundation		\$30,000.00	\$0.00	\$30,000.00		\$30,000.00	100	\$0.00
12F	-Overflow Outlet		\$6,000.00	\$0.00	\$5,500.00		\$5,500.00	92	\$500.00

Project: Grimes, IA - Water/Wastewater Improvements
 Contractor: Rice Lake Construction Group
 Engineer: FOX Engineering

Owner: City of Grimes

Application Number: 3
 Date of application: 8/26/2016
 Work completed through: 8/26/2016

Pay Item Number	Description	Item	B Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	% (E)	Balance to Finish
12G	-EQ Basin Outlet		\$6,000.00	\$0.00	\$5,750.00		\$5,750.00	96	\$250.00
12H	-Gateway Pump Station Foundation		\$10,000.00	\$0.00	\$10,000.00		\$10,000.00	100	\$0.00
12I	-Raw Water Pump Station		\$15,000.00	\$0.00			\$0.00	0	\$15,000.00
13	Masonry		\$10,000.00	\$0.00			\$0.00	0	\$10,000.00
14	Misc. Metals								
14A	-Purchase		\$40,000.00	\$0.00			\$0.00	0	\$40,000.00
14B	-Install		\$20,000.00	\$0.00			\$0.00	0	\$20,000.00
15	FRP Grating								
15A	-Purchase		\$15,000.00	\$0.00			\$0.00	0	\$15,000.00
15B	-Install		\$5,000.00	\$0.00			\$0.00	0	\$5,000.00
16	Carpentry								
16A	-Purchase		\$2,000.00	\$0.00			\$0.00	0	\$2,000.00
16B	-Install		\$2,500.00	\$0.00			\$0.00	0	\$2,500.00
17	Doors & Frames		\$6,000.00	\$0.00			\$0.00	0	\$6,000.00
18	Overhead Door		\$5,000.00	\$0.00			\$0.00	0	\$5,000.00
19	Painting		\$15,000.00	\$0.00			\$0.00	0	\$15,000.00
20	Identifying Devices		\$2,000.00	\$0.00			\$0.00	0	\$2,000.00
21	Lime Silo Storage Tank								
21A	-Purchase		\$271,000.00	\$0.00			\$0.00	0	\$271,000.00
21B	-Install		\$5,000.00	\$0.00			\$0.00	0	\$5,000.00
22	Screw Press								
22A	-Purchase		\$164,000.00	\$0.00			\$0.00	0	\$164,000.00
22B	-Install		\$15,000.00	\$0.00			\$0.00	0	\$15,000.00
23	Mechanical Screen Repair		\$5,000.00	\$0.00			\$0.00	0	\$5,000.00
24	Screenings Wash Press								
24A	-Purchase		\$80,000.00	\$0.00			\$0.00	0	\$80,000.00
24B	-Install		\$10,000.00	\$0.00			\$0.00	0	\$10,000.00
25	FRP Enclosure & Flume								
25A	-Purchase		\$20,000.00	\$0.00			\$0.00	0	\$20,000.00
25B	-Install		\$5,900.00	\$0.00			\$0.00	0	\$5,900.00
26	Process Piping & Valves								
26A	-Purchase		\$15,000.00	\$0.00			\$0.00	0	\$15,000.00

Project: Grimes, IA - Water/Wastewater Improvements
 Contractor: Rice Lake Construction Group
 Engineer: FOX Engineering

Owner: City of Grimes

Application Number: 3
 Date of application: 8/26/2016
 Work completed through: 8/26/2016

Pay Item Number	Description	Item	B Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	% (E)	Balance to Finish
26B	-Install		\$7,500.00	\$0.00			\$0.00	0	\$7,500.00
27	Electrical								
27A	Electrical - Wastewater		\$268,000.00	\$0,480.00	\$186,500.00		\$194,980.00	73	\$73,020.00
27B	Electrical - Lime Silo (Water)		\$6,000.00	\$0.00			\$0.00	0	\$6,000.00
27C	Electrical - Gateway Pump Station		\$13,000.00	\$0.00	\$3,000.00		\$3,000.00	23	\$10,000.00
27D	Controls - Wastewater		\$95,000.00	\$0.00			\$0.00	0	\$95,000.00
27E	Controls - Lime Silo (Water)		\$12,000.00	\$0.00			\$0.00	0	\$12,000.00
27F	Controls - Gateway Pump Station		\$31,000.00	\$0.00			\$0.00	0	\$31,000.00
	Change Orders								
	Change Order No. 1 - Vessco Price Error		\$89,000.00	\$0.00			\$0.00	0	\$89,000.00
	Change Order No. 2 - Epoxy Rebar Deduct		-\$2,500.00	\$0.00	-\$2,500.00		-\$2,500.00	100	\$0.00
	Change Order No. 2 - Replace VFD at Raw Pump 2		\$15,805.69	\$0.00			\$0.00	0	\$15,805.69
	Change Order No. 2 - WCD 1		\$8,832.99	\$0.00	\$8,832.99		\$8,832.99	100	\$0.00
	Original Contract Amount		\$2,498,400.00	\$209,980.00	\$437,024.73	\$29,460.00	\$676,464.73	26	\$1,993,073.95
	Revised CONTRACT AMOUNT		\$2,609,538.68						

EAJDC No. C-620 (2002 Edition)
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



TRANSMITTAL

Aspen Business Park | 114 South 17th Street Suite 1071 | Ames, Iowa 50010

DATE: September 7, 2016

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

RE: Water / Wastewater Improvements
PROJECT No.: 2454-12A

DELIVERY: E-Mail

ITEMS: 1. Rice Lake Pay Application No. 3

COMMENTS:

Enclosed is Rice Lake pay application No. 3 for the Water/Wastewater Improvements project. This pay estimate includes sludge removal, earthwork, piping installation, generator installation, underground electrical installation at Gateway Pump Station, and several minor concrete structures.

We have reviewed this pay application along with the construction progress, and recommend that it be paid. Please review this and let me know if you have any questions. If not, this should be placed on the next council meeting agenda for approval. Once approved, please sign and return via email. The table below provides a breakdown for purposes of SRF disbursements.

	Due this Application	Previous Payments	Paid to Date
Wastewater	\$340,068.02	\$230,532.13	\$570,600.15
Drinking Water	\$36,891.34	\$35,150.00	\$72,041.34

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

Taylor Hopper, P.E.

Contractor's Application for Payment No. 8

Unit Price Contract

Project: 2015 Grimes Parkland Improvements Project From (Contractor): Covenant Construction Services, LLC Application Date: 9/13/2016
 To (Owner): City of Grimes Owner's Project No.: 8630-16P Period From: 8/1/2016
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 8630-16P Period To: 8/31/2016

Approved Change Order Summary:	
No.	Date Approved
1	3/8/2016
2	4/18/2016
3	5/10/2016
4	5/10/2016
5	7/6/2016
TOTALS	
NET CHANGE BY CHANGE ORDERS	
Additions	Deductions
\$4,200.00	-\$133,008.00
\$24,715.04	\$24,276.78
\$9,209.65	-\$62,401.47
-\$133,008.00	-\$70,606.53

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.

1. ORIGINAL CONTRACT PRICE..... \$ 1,511,342.23
2. Net change by Change Orders..... \$ -70,606.53
3. Current Contract Price (Line 1 + 2)..... \$ 1,440,735.70
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 1,141,419.00
5. RETAINAGE:
 - a. 5% \$1,141,419.00 Work Completed..... \$ 57,070.95
 - b. 5% Stored Material..... \$
 - c. Less Total Retainage Released Early..... \$
 - d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ 57,070.95
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 1,084,348.05
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 759,924.47
8. AMOUNT DUE THIS APPLICATION..... \$ 324,423.58
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... \$ 356,387.65

Payment of \$ **324,423.58** (Line 8 or other - attach explanation of the other amount)

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

Payment of \$ **324,423.58** (Line 8 or other - attach explanation of the other amount)

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

Progress Estimate

For (Contract): 2015 Griffins Parkland Improvements Project

Contractor: Covenant Construction Services, LLC

Contractor's Application

Owner's Proj. No.: 9630-16P
Engineer's Proj. No.: 9630-16P

Application Number: 8
Application Date: 9/13/2016

Bid Item No.	Item Description	Bid Quantity	Quantity Change (By Order)	B		C		D		E		F		G
				Total Quantity	Unit Price	Extended Price	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Committed and Stored to Date (D + E)	% (F / B)	Balance to Finish (G - F)		
1.01	Mobilization	1		1	\$50,325.00	\$50,325.00	1	\$50,325.00						
1.02	Renovals	1		1	\$5,032.00	\$5,032.00	1	\$5,032.00						
2.01	Earthwork - North Sports Complex	1		1	\$47,676.00	\$47,676.00	1	\$47,676.00						
2.02	Earthwork - Autumn Park	1		1	\$12,714.00	\$12,714.00	1	\$12,714.00						
2.03	Earthwork - Glenstone Park	1		1	\$1,271.00	\$1,271.00	1	\$1,271.00						
2.04	Subgrade Preparation - Parking Lot	1,433		1,433	\$7.42	\$10,632.86	1,433	\$10,632.86						
2.05	Ag-Lime Placement, 6-inch	1,560		1,560	\$6.75	\$10,530.00	1,560	\$10,530.00						
2.06	Playground Area - Autumn Park	1		1	\$15,892.00	\$15,892.00	0.95	\$15,097.40						\$794.60
4.01	Subdrain, 6-inch	90		90	\$68.87	\$6,198.30	90	\$6,198.30						
4.02	FES, 6-inch	1		1	\$530.00	\$530.00	1	\$530.00						
4.03	Subdrain Cleanout	2		2	\$741.50	\$1,483.00	2	\$1,483.00						
6.01	Modify Existing Intake	1		1	\$2,649.00	\$2,649.00	1	\$2,649.00						
7.01	Sidewalk, PCC, 4-inch - North Sports Complex	51.4	91	605	\$38.14	\$23,074.70	605	\$23,074.70						
7.02	Trail, PCC, 5-inch - North Sports Complex	2049	603	2652	\$40.26	\$106,768.52	2652	\$106,768.52						
7.03	Intergral Sidewalk - North Sports Complex	1877		1877	\$44.50	\$83,526.50	825	\$36,712.50						\$46,814.00
7.04	Blasche/Dugout Paving, PCC, 5-inch - North Sports Complex	1323		1323	\$40.26	\$53,263.98	1323	\$53,263.98						
7.05	Sidewalk/Trail, PCC - Autumn Park	543		543	\$42.38	\$22,861.18	543	\$21,861.18						
7.06	Sidewalk/Trail, PCC - Glenstone Park	508		508	\$42.38	\$21,529.04	508	\$21,529.04						
7.07	8" Rock Subbase	600		600	\$31.78	\$19,068.00	600	\$19,068.00						
7.08	Parking Lot Paving, 6-inch PCC	5199		5199	\$34.96	\$181,757.04	5199	\$181,757.04						
7.09	Painting & Signage	1		1	\$2,961.00	\$2,961.00	0.509	\$262,022.00						\$2,699.00
9.01	Concession Stand	1		1	\$14,778.00	\$14,778.00	1	\$24,474.00						\$9,696.00
9.02	Ballfield #1, Baseball Fence	1		1	\$24,474.00	\$24,474.00	1	\$24,474.00						
9.03	Ballfield #2 Thru #6 Softball Fence	5		5	\$19,780.20	\$98,901.00	5	\$98,901.00						
9.04	Bathing Cage & Pitching Warmup Construction	2		2	\$12,576.00	\$25,152.00	2	\$25,152.00						
9.05	4-ft Chain Link Fence	313		313	\$14.00	\$4,382.00	313	\$4,382.00						
9.06	Dugout Construction	12		12	\$3,430.00	\$41,160.00	12	\$41,160.00						
9.07	Basketball Court (Half)	1		1	\$21,251.00	\$21,251.00	0.9411	\$19,999.32						\$1,251.68
9.08	Landscaping - North Sports Park	1		1	\$47,305.00	\$47,305.00								\$47,305.00
9.09	Landscaping - Autumn Park	1		1	\$58,112.00	\$58,112.00								\$58,112.00
9.10	Irrigation Fixture Adjustment	10		10	\$105.90	\$1,059.00	1	\$1,059.00						
9.11	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - North Sports Park	1		1	\$1,986.00	\$1,986.00	1	\$1,986.00						
9.12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - North Sports Park	2		2	\$4,502.50	\$9,005.00								
9.13	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Autumn Park	0.5		0.5	\$4,502.50	\$2,251.25								\$9,005.00
9.14	Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Glenstone Park	0.25		0.25	\$4,502.50	\$1,125.63	0.0944	\$425.04						\$700.59
9.15	Erosion Control Mulching, Hydromulching - North Sports	2		2	\$2,648.50	\$5,297.00	0.472	\$1,250.09						\$4,046.91
9.16	Erosion Control Mulching, Hydromulching - Autumn Park	0.5		0.5	\$2,649.00	\$1,324.50								\$1,324.50
9.17	Erosion Control Mulching, Hydromulching - Glenstone Park	0.25		0.25	\$2,649.00	\$652.25								\$652.25
9.18	Filter Sock	1000		1000	\$2.12	\$2,120.00	934	\$1,980.08						\$139.92
CO1	Value Engineering	1		1	\$133,008.00	\$133,008.00								\$133,008.00
CO2	Ag-Lime Placement, 6-inch	100		100	\$42.00	\$4,200.00	4	\$3,960.00						\$420.00
CO3.1	10' Batching Cage Service Gate	4		4	\$990.00	\$3,960.00	4	\$5,791.50						\$1,831.50
CO3.2	Dugout Modifications	1		1	\$5,791.50	\$5,791.50	1	\$11,253.00						\$5,461.50
CO3.3	Autumn Park Swingset Area	1		1	\$11,253.00	\$11,253.00	1	\$239.80						\$10,993.20
CO3.4	Concession Stand Doorstop Upgrade	1		1	\$239.80	\$239.80	1	\$9,209.65						\$9,209.65
CO5.1	Footing Design Modifications	1		1	\$9,209.65	\$9,209.65	1	\$9,209.65						\$9,209.65
Totals						\$1,440,735.70		79.2%						\$299,516.70

Unit Price Contract

Contractor's Application for Payment No. 5

Project: Heritage at Grimes - Plat 2 Phase 4 - Division I From (Contractor): Concrete Technologies, Inc. Application Date: 9/13/2016
 & Division II
 To (Owner): City of Grimes Owner's Project No.: 1005-16A Period From: 8/1/2016
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 1005-16A Period To: 8/29/2016

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
1	7/12/2016	\$11,167.95	
TOTALS		\$11,167.95	\$11,167.95

1. ORIGINAL CONTRACT PRICE.....	\$ 3,532,673.00
2. Net change by Change Orders.....	\$ 11,167.95
3. Current Contract Price (Line 1 + 2).....	\$ 3,543,840.95
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 2,138,456.24
5. RETAINAGE:	
a. 5% X \$2,091,927.25 Work Completed.....	\$ 104,596.36
b. 5% X \$46,528.99 Stored Material.....	\$ 2,326.45
c. Less Total Retainage Released Early.....	\$
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 106,922.81
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,031,533.43
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,920,742.53
8. AMOUNT DUE THIS APPLICATION.....	\$ 110,790.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 1,512,307.52

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: _____

Payment of: \$ **110,790.90**
 (Line 8 or other - attach explanation of the other amount)

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

Payment of: \$ **110,790.90**
 (Line 8 or other - attach explanation of the other amount)

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

Endorsed by the Construction Specifications Institute.

Progress Estimate

For (Contract): Heritage at Grimes - Plat 2 Phase 4 - Division 1 & Division II

Contractor: Concrete Technologies, Inc.

Owner's Proj. No.: 1005-16A

Engineer's Proj. No.: 1005-16A

Application Number: 5

Application Date: 9/13/2015

Contractor's Application

Bid Item No.	Item Description	Quantity	Qty added by Change Order	B		Total Value	Estimated Quantity Installed	D	E	F	G	
				Quantity	Unit Price							Value
DIVISION II: NE BEAVERBROOKE BLVD PAVING IMPROVEMENTS												
7.01	PAVEMENT, PCC, 9" W/ CD BASKETS	33,872		33,872	\$48.00	\$1,625,856.00	27097.6	\$1,300,684.80		\$1,300,684.80	80.0%	\$325,171.20
7.02	PAVEMENT, PCC, 9", FULL DEPTH COLOR	237		237	\$164.50	\$38,986.50						\$38,986.50
7.03	PAVEMENT, PCC, 9" W/ CD BASKETS, FULL DEPTH COLOR	953		953	\$104.00	\$99,112.00						\$99,112.00
7.04	PAVEMENT, PCC, 7"	2,477		2,477	\$48.00	\$118,896.00	2,477	\$118,896.00			100.0%	\$0.00
7.05	PAVEMENT, PCC, 5", FULL DEPTH COLOR, STAMPED	713		713	\$64.75	\$46,266.75						\$46,266.75
7.06	PAVEMENT, PCC, 4", MOW STRIP	1,140		1,140	\$44.00	\$50,160.00	912	\$40,128.00		\$40,128.00	80.0%	\$10,032.00
7.07	BEAM CURB	475		475	\$54.50	\$25,887.50						\$25,887.50
7.08	PAVEMENT, HMA, 6"	347		347	\$63.50	\$22,034.50						\$22,034.50
7.09	SHARED USE PATH, PCC, 5"	11,728		11,728	\$32.50	\$381,160.00	1759.2	\$57,174.00		\$57,174.00	15.0%	\$323,986.00
7.10	DETECTABLE WARNING	30,845		30,845	\$4.95	\$152,682.75						\$152,682.75
7.11	CONCRETE WASHOUT	830		830	\$33.00	\$27,390.00						\$27,390.00
9.01	1-1/2" DECOACTIVE ROCK	110		110	\$13,750.00	\$1,512.50	0.85	\$11,687.50		\$11,687.50	85.0%	\$2,062.50
9.02	MOBILIZATION	1		1	\$253.50	\$27,885.00						\$27,885.00
11.01	PAINTED PAVEMENT MARKINGS, DURABLE, NON GROOVE CUT	1		1	\$46,000.00	\$46,000.00	1	\$46,000.00		\$46,000.00	100.0%	\$0.00
11.02	PAINTED SYMBOLS & LEGENDS, DURABLE, NON GROOVE CUT	85.08		85	\$102.25	\$8,699.43						\$8,699.43
11.03	PAINTED PAVEMENT MARKINGS, THERMOPLASTIC, GROOVE CUT	25		25	\$236.50	\$5,912.50						\$5,912.50
11.04	PAINTED SYMBOLS & LEGENDS, THERMOPLASTIC, GROOVE CUT	84.52		85	\$337.75	\$28,546.63						\$28,546.63
11.05	TRAFFIC CONTROL	20		20	\$495.00	\$9,900.00						\$9,900.00
11.06	TRAFFIC CONTROL	1		1	\$2,750.00	\$2,750.00						\$2,750.00
11.07	TRAFFIC CONTROL	1		1	\$20.00	\$20.00						\$20.00
11.08	POSTS FOR SIGNS	675.61		676	\$20.00	\$13,512.20						\$13,512.20
		1,560		1,560	\$8.25	\$12,870.00						\$12,870.00
DIVISION II: HIGHWAY 141 TURN LANES & TRAFFIC SIGNAL												
1	REMOVAL OF PAVEMENT MARKING	2,730	1,667	4,397	\$3.85	\$16,928.45	4397	\$16,928.45		\$16,928.45	100.0%	\$0.00
2	PAVEMENT, PCC, 12"	7.9		7.9	\$55.00	\$434.50						\$434.50
3	PAVEMENT, PCC, 9"	4,368		4,368	\$77.00	\$336,336.00	4368	\$336,336.00		\$336,336.00	100.0%	\$0.00
4	PAVEMENT, PCC, 8"	694		694	\$70.00	\$48,580.00	694	\$48,580.00		\$48,580.00	100.0%	\$0.00
5	PAVEMENT, PCC, 5", COLORED & STAMPED	952		952	\$60.00	\$57,120.00	952	\$57,120.00		\$57,120.00	100.0%	\$0.00
6	PAVEMENT, PCC, 5", MOW STRIP	35		35	\$220.00	\$7,700.00						\$7,700.00
7	GRAVELLAR SHOULDER	17		17	\$193.00	\$3,281.00	17	\$3,281.00		\$3,281.00	100.0%	\$0.00
8	CONCRETE WASHOUT	420		420	\$43.50	\$18,270.00	420	\$18,270.00		\$18,270.00	100.0%	\$0.00
9	TRAFFIC CONTROL	1		1	\$2,750.00	\$2,750.00	1	\$2,750.00		\$2,750.00	100.0%	\$0.00
10	PAINTED PAVEMENT MARKINGS (WATERBORNE)	1		1	\$9,570.00	\$9,570.00	0.95	\$9,091.50		\$9,091.50	95.0%	\$478.50
11	PAINTED PAVEMENT MARKINGS (WATERBORNE)	66.72		67	\$63.75	\$4,253.40						\$4,253.40
12	POSTS FOR SIGNS (WOOD)	4		4	\$121.00	\$484.00						\$484.00
13	TRAFFIC SIGNALS	180		180	\$14.25	\$2,565.00						\$2,565.00
14	TRAFFIC SIGNALS	213		213	\$23.00	\$4,900.84						\$4,900.84
15	MOBILIZATION	1		1	\$236,000.00	\$236,000.00						\$236,000.00
16	REMOVAL OF EXISTING HIGHWAY 141 PAVEMENT	1		1	\$17,500.00	\$17,500.00						\$17,500.00
COI		1		1	\$4,750.00	\$4,750.00						\$4,750.00
Totals						\$3,543,840.95		\$2,091,927.25	\$46,528.99	\$2,138,456.24	60.3%	\$1,405,384.71

Stored Material Summary

Contractor's Application

For (contract): Heritage at Grimes - Plat 2 Phase 4 - Division I & Division II

Owner's Proj. No.:

Application Number: 5

Contractor: Concrete Technologies, Inc.

Engineer's Proj. No.: 1005-16A

Application Date: 9/13/2016

A Invoice No.	B Shop Drawing Transmittal No.	C Materials Description	D Stored Previously		E Stored this Month		F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)
			Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)	
162627	N/A	Traffic Signal Castings	4/2016	\$3,483.36		Subtotal			\$3,483.36
0140292-IN	7	Traffic Signal Poles	5/2016	\$1,441.12		\$1,441.12			\$1,441.12
53604	N/A	Loop Sealer	4/2016	\$2,394.00		\$2,394.00			\$2,394.00
165067	6	Traffic Signal Poles and sign mounting brackets	6/2016	\$27,405.00		\$27,405.00			\$27,405.00
276161	3	Traffic Signal Equipment		\$5,337.30		\$6,337.30			\$6,337.30
56736925.002	3	Traffic Signal Component		\$2,393.69		\$2,393.69			\$2,393.69
3926-403980	3	Traffic Signal Conduit Equipment		\$3,074.52		\$3,074.52			\$3,074.52
Totals				\$34,723.48		\$11,805.51			\$46,528.99

Rochelle Williams

From: Taylor Hopper <tah@foxeng.com>
Sent: Wednesday, September 07, 2016 5:37 PM
To: Rochelle Williams; Kelley Brown
Cc: Lance Aldrich; Tyler Biese
Subject: Water / Wastewater Improvements - Pay App and Change Order
Attachments: Change Order 3 - Grimes W-WW.pdf; 2016 09 07 Transmittal - Revised W-WW CO 3.pdf; 2016 09 07 Transmittal - W-WW Pay App 3.pdf; W-WW Improvements - Pay App 3 .pdf

Attached is the third pay application for the Water/Wastewater Improvements project as well as a transmittal with some explanation. Please place the pay application on the next council meeting agenda for approval.

Note that the transmittal should be included when submitting to SRF for loan disbursement as it contains the wastewater / drinking water breakdown.

Also attached is Change Order 3 with a transmittal providing some explanation. Please place the pay application on the next council meeting agenda for approval. Note this replaces the earlier draft Change Order 3 I sent previously.

If you have any questions or concerns let me know.

Thanks,

Taylor Hopper, P.E.

FOX Engineering Associates, Inc.

414 South 17th Street | Suite 107 | Ames, IA 50010

Office | 515.233.0000 | Cell | 515.520.9702

www.foxeng.com



August 19, 2016

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

Heritage at Grimes – Final Plat 7
FOX Ref No: 8630-04D.235

FOX Engineering with assistance from David Schneider, PLS, has completed the first review of Heritage Final Plat 7 with date stamp of August 9, 2016. Please address the following comments:

1. The city of Grimes and Developer recognize that Heritage at Grimes Plat 2 is necessary to access this development.
2. There is concern that the future infrastructure for Plat 5 is not yet in place and will create a dead-end private drive that will be an issue for emergency vehicles. The Developer must acknowledge that approval of this final plat requires that emergency vehicle access and/or turnarounds will be required until Plat 5 infrastructure is installed.
3. Please note that Outlot 'X' will NOT be dedicated to the city of Grimes but shall be a private driveway to be maintained by the developer. Please eliminate General Note 1.
4. Please provide the platting notes that were included on the preliminary plat.
5. Please list/show the underlying zoning and setback requirements.
6. If you have not done so, please submit a check for Final Plat Fees to the City of Grimes as per Chapter 166.13.
7. Please address all of Dave Schneider's comments. Note that Mr. Schneider has yet to comment on this plat.
8. 166.09.09, the following shall also be attached to and accompany the Final Plat (some of which have already been submitted for review):
 - 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. Note that the provided easement documents do not contain the exhibit that is referenced in the document that states the legal description of the easement.
9. The Developer has provided parkland dedication per the approved PUD.
10. 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.
- The temporary & permanent seeding will not be completed (stabilized), thus a performance bond or letter of credit will be necessary.
 - All City invoices shall be paid prior to release of the final plat.
11. 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.
12. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
- Signed PDF
 - 1 Mylar - Signed
 - Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
 - Filing - The Developer files the plat once the City releases the resolution.
13. 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: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 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, P.E.

Mitch Holtz, P.E.

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



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

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

August 29, 2016

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

RE: Heritage at Grimes Plat 7, City of Grimes, Polk County, Iowa (Fox Proj. No. 8630-04D.235)

Dear Mr. Holtz,

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

1. Include the City, County and State in the title of the subdivision.

HERITAGE AT GRIMES PLAT 7, CITY OF GRIMES, POLK COUNTY, IOWA

2. Label the point of beginning on the plat.
3. **See Markups on attached Property Description.**
4. It would be simpler and less confusing to commence at the North Quarter corner of Section 32, T80N, R25W on the plat and in the description.
5. Increase the size and make the subdivision boundary dimensions bolder.
6. Dimension the north line of the Northwest Quarter of Section 32 on the plat.
7. Lighten or eliminate the future street right of way line east of the southeast corner of the subdivision.
8. If NE Park Drive, NE Little Beaver Drive and NE Beaverbrooke Boulevard do not exist, don't show them on the plat.

9. Dimension the northerly most line of Outlot 'X' at the north end of NE Lakeview Drive.
10. State the drawing scale on the plat.
11. The easements could use details at the south lines of Lots 1 and 2 and the north lines of Lots 7 and 8.
12. Check slight rounding error along the west line of Lots 8 through 12 in relation to the subdivision boundary.
13. I do not understand the copyright note on the plat. The whole purpose of the plat is to be recorded and used by others. The recorded document will be copied by attorneys, other surveyors, abstract companies, contractors, home builders, realtors, homeowners, mortgage lenders and on and on.
14. I would not place benchmark data on a subdivision plat. What is USGS Datum? Do you mean MSL1912, NGVD1929, NAVD1988, NAVD1988(2003), NAVD1988(2009) or NAVD1988(2012)? Is this a city datum?
15. Were the minimum protection levels and corresponding note established by the surveyor or an engineer? This information, if established by an engineer, may be more appropriately prepared on a separate document signed by an engineer and recorded with the plat or included in the covenants filed with the plat.
16. Nit picky item. Is the site illustrated in the proper location on the vicinity map or is it to far southeast?
17. Sign and date the final plat.

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

Sincerely,

A handwritten signature in black ink, appearing to read "David P. Schneider". The signature is fluid and cursive, with a large initial "D" and "S".

David P. Schneider PLS, PLA

Description for Heritage at Grimes Plat 7

PROPERTY DESCRIPTION:

AN IRREGULAR SHAPED PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (OF) SECTION 32, AND (THE) SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29(,) TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5th P.M., GRIMES, POLK COUNTY, IOWA; ALL LYING WITHIN PARCEL K AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 11866 AT PAGE 944(.) SAID IRREGULAR SHAPED PORTION OF LAND IS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST CORNER (QUARTER) or (THE NORTH QUARTER CORNER) OF SAID SECTION 32(;) THENCE NW (N) $89^{\circ}29'08''$ W ALONG THE NORTH LINE OF (THE NORTHWEST QUARTER OF SAID) SECTION 32(,) A DISTANCE OF 137.23 FEET TO THE POINT OF BEGINNING.(;) THENCE $S23^{\circ}02'48''$ W A DISTANCE OF 29.46 FEET; THENCE SOUTHWESTERLY ALONG A 528.50 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 175.69 FEET, SAID CURVE HAVING A CHORD BEARING OF $S13^{\circ}31'24''$ W AND A CHORD LENGTH OF 174.88 FEET; THENCE $S04^{\circ}00'00''$ W A DISTANCE OF 17.19 FEET; THENCE WESTERLY ALONG A 1616.66 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY(SOUTHERLY?), A DISTANCE OF 200.53 FEET WITH A CHORD BEARING OF $S89^{\circ}36'07''$ W AND A CHORD LENGTH OF 200.40 FEET; THENCE SOUTHWESTERLY ALONG A 857.50 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 122.86 FEET, SAID CURVE HAVING A CHORD BEARING OF $S81^{\circ}47'49''$ W AND A CHORD LENGTH OF 122.76 FEET; THENCE $S77^{\circ}41'32''$ W A DISTANCE OF 90.60 FEET; THENCE NORTHWESTERLY ALONG A 120(.00) FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 156.61 FEET, SAID CURVE HAVING A CHORD BEARING OF $N64^{\circ}55'12''$ W AND A CHORD LENGTH OF 145.73 FEET; THENCE NORTHWESTERLY ALONG A 247.50 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A DISTANCE OF 81.54 FEET, SAID CURVE HAVING A CHORD BEARING OF $N18^{\circ}00'55''$ W AND A CHORD LENGTH OF 81.17 FEET; THENCE NORTHEASTERLY ALONG A 1718.50 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 434.22 FEET, SAID CURVE HAVING A CHORD BEARING OF $N81^{\circ}05'11''$ E AND A CHORD LENGTH OF 433.07 FEET; THENCE $N22^{\circ}05'23''$ E A DISTANCE OF 198.41 FEET; THENCE $N58^{\circ}10'53''$ E A DISTANCE OF 16.25 FEET; THENCE $S84^{\circ}40'52''$ E A DISTANCE OF 161.30 FEET; THENCE $S23^{\circ}02'48''$ W A DISTANCE OF 124.39(should be 142.39 FEET?) TO THE POINT OF BEGINNING.

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

SAID TRACT OF LAND CONTAINS 2.86 ACRES.



August 19, 2016

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

Heritage at Grimes – Final Plat 4
FOX Ref No: 8630-04D.234

FOX Engineering with assistance from David Schneider, PLS, has completed the first review of Heritage Final Plat 4 with date stamp of August 9, 2016. Please address the following comments:

1. Discussion is necessary about proposed street naming. The streets on the approved preliminary plat matched the city grid (NE Jacob Ct and NE Harvey Ct). The proposed street names (NE Aspen Ct and NE Poplar Ct) are not consistent with said preliminary plat or the city grid. FOX recommends that the street names match that of the preliminary plat which matches the city grid.
2. If you have not done so, please submit a check for Final Plat Fees to the City of Grimes as per Chapter 166.13.
3. Please address all of Dave Schneider's comments. Note that Mr. Schneider has yet to comment on this plat.
4. 166.09.09, the following shall also be attached to and accompany the Final Plat (some of which have already been submitted for review):
 - 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. Note that the provided easement documents do not contain the exhibit that is referenced in the document that states the legal description of the easement.
5. The Developer has provided parkland dedication per the approved PUD.

-
6. 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.
 - a. The temporary & permanent seeding will not be completed (stabilized), thus a performance bond or letter of credit will be necessary.
 - b. All City invoices shall be paid prior to release of the final plat.
 7. 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.
 8. 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.
 9. 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: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 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, P.E.

Mitch Holtz, P.E.

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

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

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

August 29, 2016

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

RE: Heritage at Grimes Plat 4, City of Grimes, Polk County, Iowa (Fox Proj. No. 8630-04D.234)

Dear Mr. Holtz,

I have reviewed the final plat of Heritage at Grimes Plat 4, City of Grimes, Polk County, Iowa. The following comments will need to be addressed and/or illustrated on the final plat to comply with the Administrative Code of Iowa and the City of Grimes Subdivision Regulations.

1. Include the City, County and State in the title of the subdivision.

HERITAGE AT GRIMES PLAT 4, CITY OF GRIMES, POLK COUNTY, IOWA

2. Label and describe the point of beginning on the plat.
3. In the property description, describe the point of beginning as the Northeast corner of Lot 5, Taylor Estates Plat No.8, City of Grimes, Polk County, Iowa. Loose the statement "An official Plat". How is the original plat of Taylor Estates Plat No. 8 recorded? Plat No. 8 or Plat 8. The plat illustrates one way and the property description shows the other. Always perpetuate the original subdivision name as printed on the recorded document.
4. Check the chord bearing and distance of the curve along the subdivision boundary north of Lots 1 through 4 in relation to the property description. They don't quite match.
5. Correct the chord bearing of Curve C2 to match the property description.
6. Dimension the subdivision boundary at the east side of Lot A.

7. Change the due North bearing on the east side of the subdivision to match the property description.
8. Dimension to the northeast and northwest corners of the South Half of the Northwest Quarter of Section 32, T80N, R25W and describe the monuments.
9. State the drawing scale on the plat.
10. Confusion – There are lots, outlots and street lots labeled around the east, west and north perimeter of this subdivision that do not exist. Do not refer to them on this plat unless the adjacent subdivision plats are recorded first.
11. Some of the storm sewer easements could use details for clarity.
12. It is difficult to determine where some of the easement dimensions start and stop. Could use leader lines or small dots at the ends of the lines.
13. Label the quarter–quarter section line plotted through the middle of the subdivision.
14. Check overlapping dimension on the west side of Lot 27.
15. Check slight rounding error between Lots 30, 31 and 36.
16. Add monument on the north side of Lot 49 at the PT of the curve and dimension the curve along the north line of said Lot 49.
17. Add dimension to the west line of Lot 60.
18. Dimension the south line of Lot 64.
19. Dimension the south line of Lot E.
20. Dimension the south line of Lot E.
21. Check Curve C41 data. Does not make sense.
22. Add monument at the PC of the curve along the south side of Lot A where it meets Lot C and dimension the north side of Lot C.

23. Dimension to the centerlines of Lot B and Lot C along the centerline of Lot A.

24. Dimension to the centerline of Lot A along the centerline of Lot E.

25. I do not understand the copyright note on the plat. The whole purpose of the plat is to be recorded and used by others. The recorded document will be copied by attorneys, other surveyors, abstract companies, contractors, home builders, realtors, homeowners, mortgage lenders and on and on.

26. I would not place benchmark data on a subdivision plat. I had a fire hydrant, used as a benchmark, hit by a car while working in Ames, Iowa. The city maintenance crew fixed the hydrant using the same fixture but added a 12" longer barrel under the hydrant.

27. What is USGS Datum? Do you mean MSL1912, NGVD1929, NAVD1988, NAVD1988(2003), NAVD1988(2009) or NAVD1988(2012)? Is this a city datum?

28. Were the minimum protection levels and corresponding note established by the surveyor or an engineer? This information, if established by an engineer, may be more appropriately prepared on a separate document signed by an engineer and recorded with the plat or included in the covenants filed with the plat.

29. Sign and date the final plat.

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

Sincerely,

A handwritten signature in black ink, appearing to read "David P. Schneider". The signature is written in a cursive style with a large initial "D".

David P. Schneider PLS, PLA



September 1, 2016

Att: Keven Crawford
Cooper Crawford & Associates LLC
475 S 50th Street, Suite 800
West Des Moines, IA 50265

1150 SW Brookside Circle – Site Plan

FOX Ref No: 8630-04F.280

FOX Engineering has completed the third review for the 1150 SW Brookside Circle Site Plan dated August 30, 2016. Please address the following comments:

1. No signage is being proposed.
2. The original landscaping plan had 10 dogwoods shrubs along the north curb line. Discussion is necessary with P&Z if these shrubs can be removed due to the proposed 3-ft berm.

Stormwater Management Plan

3. FOX has reviewed the submitted storm water report and have no comments. This lot is allowed to discharge without stormwater detention since the regional detention facility was sized for the runoff from this lot.

Stormwater Pollution Prevention Plan

4. A SWPPP is not required since they are disturbing less than 1 acre.

Post –Construction Stormwater Maintenance Agreement

5. A Post Construction Agreement is not required.

SITE PLAN SCHEDULE:

PLANNING & ZONING: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 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.

FOX ENGINEERING ASSOCIATES, INC.



Mitch Holtz, P.E.

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



September 1, 2016

Att: Vic Piagentini

Associated Engineering Company of Iowa
2917 Martin Luther King Jr Pkwy
Des Moines, IA 50310

James Street Villas – Preliminary Plat/Site Plan

FOX Ref No: 8630-16F.210

FOX Engineering has completed the second review for the James Street Villas – Preliminary Plat/Site Plan, dated September 1, 2016. Please address the following comments:

General Comments:

1. The fire chief has yet to comment on this site plan. His comments will be forthcoming.
2. Public Improvement Plans (Construction Plans) will be required for the sanitary sewer, storm sewer, and water main. We will also require additional information in regard to the private driveway (cross section, plan & profile, spot elevations). These plans shall be submitted prior to any construction.

Cover Sheet – Sheet 1

3. Please state the amount of Green Space Provided.

Grading & Dimension Plan – Sheet 2

4. Please show the existing 100-yr Floodplain. Please show the proposed 100-yr Floodplain (FEMA Preliminary Maps).
5. A portion of the property is in the 100-yr Floodplain and will require a CLOMR and a LOMR-F (after fill). Please complete a City of Grimes Floodplain Permit (attached).
6. FOX recommends that the proposed basements adjacent, but outside of the Floodplain be required to be water proofed.
7. The proposed MPE “Minimum Protection Elevations” are 1-ft about the FEMA 100-yr Floodplain. Staff has a policy to require all MPE’s be 2-ft above the 100-yr Floodplain. Please revise accordingly.
8. A Joint Application (Army Corp & IDNR Floodplains) Permit will be required since work is being completed in the Floodplain.
9. Please provide a sanitary sewer cleanout at the end of the 8-inch sanitary sewer along N. James Street. FOX may desire an alternate alignment for the sanitary sewer (we will provide a plan for consideration).
10. Please show the location of the existing 12-inch water main along the east side of N. James Street. State that the proposed 8-inch water will be directionally bored under N. James Street for this connection.
11. The Water Valve (V-1) can be eliminate since there will be a 12-inch x 8-inch tapping valve and sleeve at the connection to existing (east side of N. James Street).
12. Please provide an 8-inch water valve at the midpoint of the water main extension.
13. Please label N. James Street. Please provide a street name for the private drive. FOX recommends NW 22nd Court.
14. Please extend the 10-ft trail to the south property line. Please label the trail width (10-ft is required). Please label the existing trail width. It appears a Trail Easement may be required.
15. Please provide a standard street cross section. Please state that the street will be private and how it will be maintained.
16. Please provide a dimension for the ingress/egress easement.
17. Please provide a “LOT” or “OUTLOT” designation for the pond area. Please state on the pond will be seeding and maintained.

-
18. There appears to be field fence along the south line of this property. Will it be removed as part of this plat? Typically, the City desires that farm fences along newly platted subdivisions are removed.
 19. Please label the location of the common mail box area.

Landscape Plan

20. Please provide a detailed landscape plan for the development. Please include landscaping around the detention pond. Please consider foundation plantings.

Stormwater Management Plan

21. FOX has yet to review the stormwater management plan.

Stormwater Pollution Prevention Plan

22. Please submit a City of Grimes Grading/Certification for Development form (attached). This is required prior to start of construction.
23. A SWPPP will be required during construction drawing review.

Lighting Plan

24. Please provide a lighting plan for the site. At a minimum wall packs will be required on the townhome units from dusk to dawn.

Parkland Dedication

25. Please state how the Development plans to satisfy the Parkland Dedication Requirements.

SITE PLAN & PRELIMINARY PLAT SCHEDULE:

PLANNING & ZONING: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or Mitch Holtz at (515) 233-0000.

FOX ENGINEERING ASSOCIATES, INC.

John Gade, P.E.

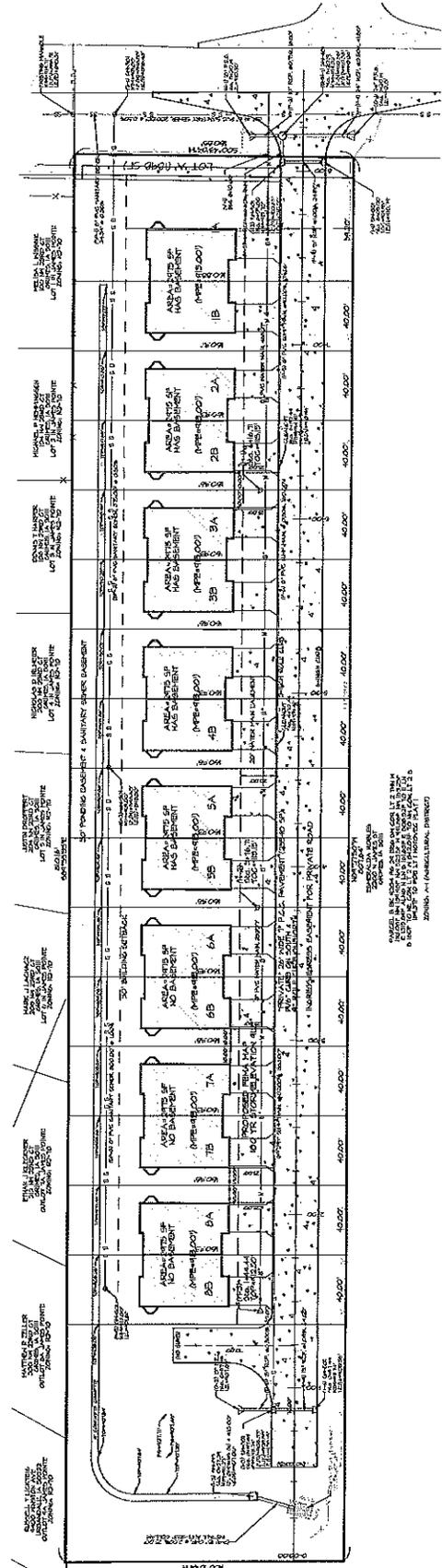
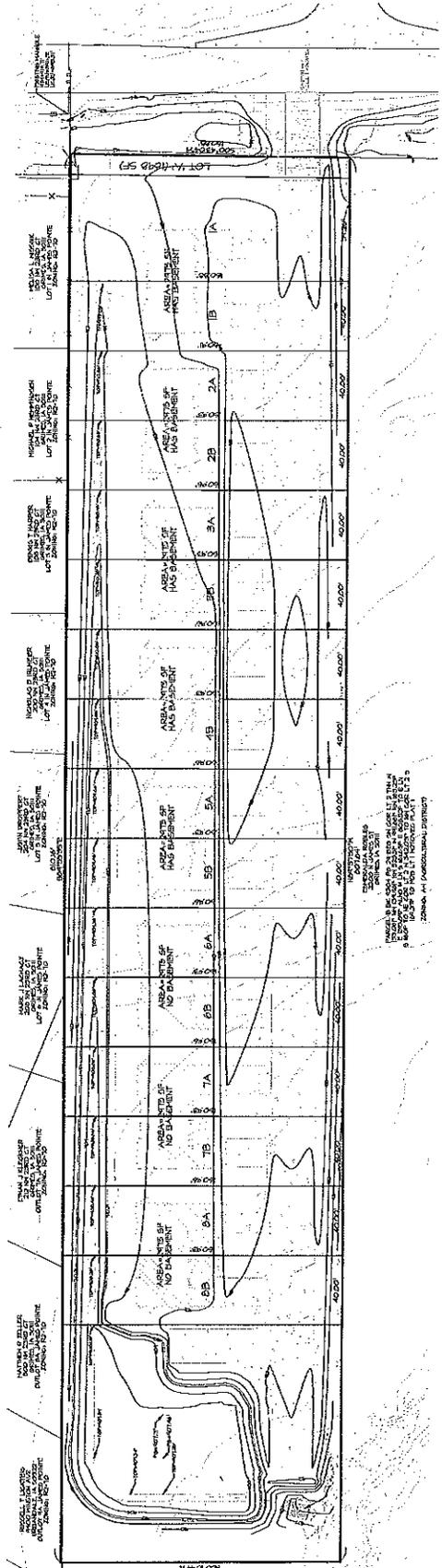
John Gade, P.E.

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

Attachments: Grading Certification
Floodplain Permit

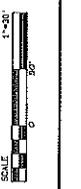
James Street Villas
 GRADING PLAN & DIMENSIONING PLAN

AEC
ASSOCIATED ENGINEERING
COMPANY OF IOWA
 200 North Lincoln Street, Des Moines, IA 50319
 Phone: (515) 281-3155 Fax: (515) 281-3157

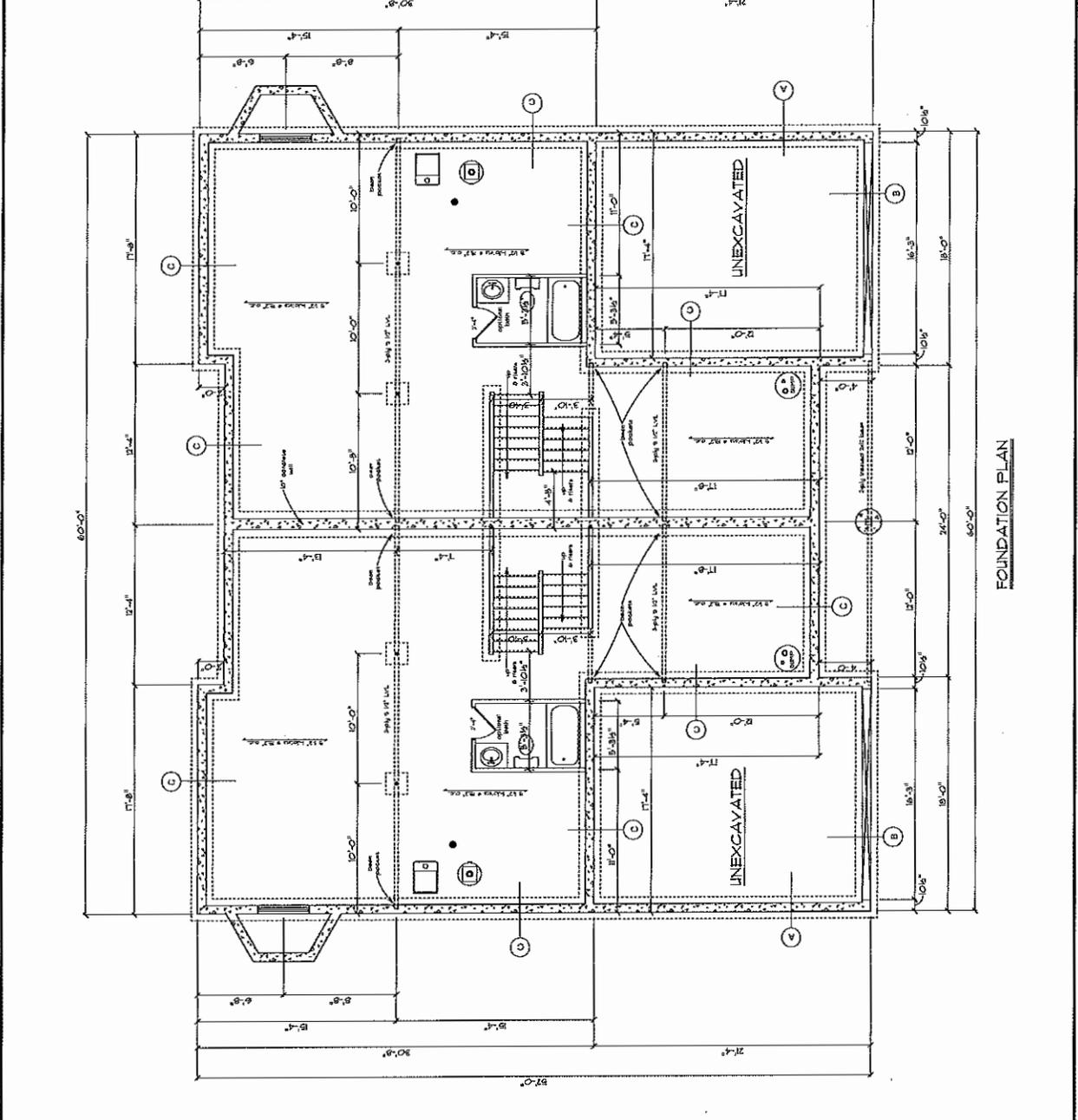


EXISTING GRADE
 PROPOSED GRADE
 PROPOSED LOT LINES
 PROPOSED BUILDING FOOTPRINTS
 PROPOSED GRADING PLAN & DIMENSIONING PLAN

EXISTING GRADE
 PROPOSED GRADE
 PROPOSED LOT LINES
 PROPOSED BUILDING FOOTPRINTS
 PROPOSED GRADING PLAN & DIMENSIONING PLAN

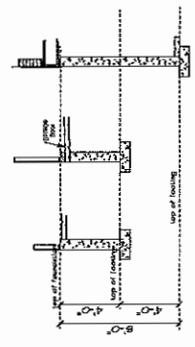


DATE	15/08/15	REVISION	3 OF 3
SCALE	1/4" = 1'	DESIGNER	
PROJECT	10-0-015	DATE	



FOUNDATION PLAN

- General Notes**
- verify local frost depth requirements
 - All footings designed for 2000 PSF soil bearing capacity
 - 8" poured concrete foundation walls w/ 16"x8" concrete footings w/ (2) #4 rebar continuous
 - 2-2x12 headers over all exterior openings unless noted otherwise
 - truss manufacturer to size members and set spacing of all floor and roof trusses (max spacing 24" o.c.)
 - bedroom windows and basement egress windows to meet or exceed egress requirements
 - verify all rough opening sizes
 - place smoke detectors as required by local building codes
 - follow manufacturer's instructions for installation of all components



verify that footings are below local frost line

- A
- B
- C

FOUNDATION SECTIONS



August 31, 2016

Att: Erin Griffin, PLS
Snyder & Associates, Inc.
2727 SW Snyder Blvd
Ankeny, IA 50023

Brookside Commercial Preliminary Plat 1

FOX Ref No: 8630-16G.211

FOX Engineering and City Staff have completed the first review for the Brookside Commercial Preliminary Plat dated August 23, 2106. Please address the following comments:

1. Please "fade" the proposed Mercy Clinic Site Plan improvements. The bold items can be the public sanitary sewer and water main improvements.
2. Please label if the easements will be public or private. Please show the storm sewer or surface water flowage easement to the detention pond. It is assumed that the Sanitary Sewer and Water Main will be public and the remainder of easements will be private.
3. Please note that a Storm Water Post Construction Easement will be necessary for the shared detention pond. This will be submitted with the Final Plat. Discussion is necessary in regard to the ownership and maintenance of this BMP since it benefits Lot 1 and Outlot X.
4. Please provide lot dimensions around Lot 1.
5. Please show the existing private driveway in the adjacent Kennybrook Townhome development along the south east property line. Please state that a future roadway connection is required at this point on Outlot X.
6. Please label the east property line 25-ft setback as "REAR SETBACK" versus "FRONT".
7. Please label the south property line 25-ft setback as "SIDEYARD SETBACK" versus "FRONT".
8. Please show a 10-ft trail along SW Brookside Drive (entire east property line) of both Lot 1 and Outlot X. Please label the width and location of the existing trail connection to the south.
9. Please label the existing trail along the north property line (HWY 44).
10. Please show and label the FEMA Floodway and FEMA Floodplain. Please reference the Preliminary FEMA Maps. FOX recommends to show both the Effective and Proposed FEMA lines.
11. Please clearly label and show the existing stream along the east property line.
12. The Code requires Developments along stream channels make adequate provisions for straightening, widening or otherwise improving the drainage channel. Please provide a surface water flowage easement over this stream. Please show the adjacent (off-property) SWFE. Discussion is necessary about stabilization of this stream, access for maintenance, removal of trees, etc. that is required to plat this parcel.

PRELIMINARY PLAT SUBMITTAL SCHEDULE:

PLANNING & ZONING: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 at 5:30 at the Grimes City Hall

If you have any questions or concerns, please contact John Gade or Mitch Holtz at (515) 233-0000.

FOX ENGINEERING ASSOCIATES, INC.

John Gade, P.E.

John Gade, P.E.

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

T LAW FIRM, P.C.

101 N Grinnell Rd
PO Box 350
Jefferson Iowa 50129-0350

DAVID A. HOYT
DAVID F. MORAIN
KYLE M. ORRIS
Attorneys at Law

Telephone: (515) 386-5428
Fax: (515) 386-5433
Email: dhoyt@hoytlawfirm.com
Email: dmorain@hoytlawfirm.com
Email: korris@hoytlawfirm.com

August 22, 2016

Kim Rueter
1688 U Avenue
Grand Junction, IA 50107

Re: Kim Rueter/Kim Rueter Co. -- Kennybrook Estates

Dear Kim:

I have examined the abstract of title covering the following-described real estate:

Lot 100 in KENNYBROOK ESTATES PLAT 14, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa,

which abstract is in four parts (Abstract No. 483802 consisting of entries 1-60; Abstract No. 506427 consisting of entries 1-20; Abstract No. 667165 consisting of entries 1-10; and Abstract No. 679561 consisting of entries 1-3); and Pencil Notes consisting of entries no. 1-3, certified to August 17, 2016, at 6:00 a.m. by Iowa Title Company, TGM #8187. Based entirely upon our examination of the abstract, we are of the opinion that marketable title to the above-described property is in:

57% undivided interest - Kim Rueter Co.

**43% undivided interest - Kim Rueter, as Trustee
of the Kim Rueter Trust dated August 16, 2012**

subject to the following:

1. Peoples Trust & Savings Bank Mortgage. At entry no. 1 of Abstract No. 679561, there is shown an Open-End Mortgage, given by Kim Rueter Co. and Kim Rueter, as Trustee of the Kim Rueter Trust dated August 16, 2012, to Peoples Trust & Savings Bank, dated January 16, 2015, and filed on January 21, 2015, in Book 15445 at Page 525. This mortgage secures credit in the amount of \$450,000.00, and the debt secured by the mortgage matures on January 16, 2015.

Title Opinion - Kennybrook Estates
August 22, 2016

2. Declaration of Covenants, Conditions, and Restrictions. At entry no. 7 of Abstract 667165, there is shown a Declaration of Covenants, Conditions and Restrictions by City State Bank, filed on December 26, 2013 in Book 15067 at Page 440. The Declaration sets forth building and use restrictions on the property described above for an indefinite term, and are binding upon the heirs, successors and assigns.

3. Easements. The abstract shows the following easements that affect your use of the property:

- a. At entry no. 6 of Abstract 483802, there is shown an Easement and Agreement dated April 26, 1965, filed May 13, 1965 and recorded in Book 3682 at Page 459 which allows for the construction of a drainage tile across a portion of the land under examination.
- b. At entry no. 10 of Abstract 483802, there is shown an Easement for public highway in favor of the State of Iowa dated June 23, 1980, filed July 25, 1980, and recorded in Book 5026 at Page 924.
- c. At entry no. 56 of Abstract 483802, there is shown a Water Main Easement in favor of the City of Grimes, Iowa dated June 29, 2001, filed August 9, 2001, and recorded in Book 8940 at Page 491.
- d. At entry no. 57 of Abstract 483802, there is shown a Water Main Easement in favor of the City of Grimes, Iowa dated June 29, 2001, filed August 9, 2001, and recorded in Book 8940 at Page 494.
- e. At entry no. 18 of Abstract 506427, there is shown a Storm Sewer and Overland Flowage Easement in favor of the City of Grimes dated November 5, 2004, filed January 21, 2005, in Book 10910 at Page 491.
- f. At entry no. 3 of Abstract 667165, there is shown a Telecom and Electric Easement in favor of Quest dated September 20, 2005, filed September 26, 2005 in Book 11304 at Page 832.

4. Kennybrook Estates Plats. The abstract shows the following plats for reference purposes:

- a. At entry no. 18 of Abstract 483802, there is shown Kennybrook Estates Plat 6 filed November 23, 1993, and recorded in Book 6909 at Page 256. This entry is shown for reference only.
- b. At entry no. 30 of Abstract 483802, there is shown Kennybrook Estates Plat 9 filed September 16, 1996, and recorded in Book 7483 at Page 965. This entry is shown for reference only.
- c. At entry no. 32 of Abstract 483802, there is shown Kennybrook Estates Plat 10 filed October 30, 1997, and recorded in Book 7757 at Page 472. This entry is shown for reference only.
- d. At entry no. 42 of Abstract 483802, there is shown Kennybrook Estates Plat 11 filed October 19, 1999, and recorded in Book 8348 at Page 479. This entry is shown for reference only.

Title Opinion - Kennybrook Estates
August 22, 2016

- e. At entry no. 43 of Abstract 483802, there is shown Kennybrook Estates Plat 12 filed November 21, 2000, and recorded in Book 8643 at Page 613. This entry is shown for reference only.
- f. At entry no. 2 of Abstract 506427, there is shown Kennybrook Estates Plat 13 filed June 9, 2004, and recorded in Book 10583 at Page 834. This entry is shown for reference only.
- g. At entry no. 4 of Abstract 506427, there is shown Kennybrook Estates Plat 14 filed January 21, 2005, and recorded in Book 10910 at Page 444.

5. Real Estate Taxes. At entry no. 2 of the Pencil Notes, the abstracter shows the status of real estate taxes. The real estate taxes for fiscal year 2015-2016 (payable in fiscal year 2016-2017) total \$216.00, and are unpaid, but not delinquent. The abstracter notes that all prior years' real estate taxes have been paid in full.

6. Lien Searches. Searches for liens and judgments were made for the past ten years against Kim Rueter, as Trustee of the Kim Rueter Trust dated August 16, 2012, and against Kim Rueter Co. None are shown of record other than those listed above, which constitute a lien against the property at this time.

Please note that our examination is limited to the abstract of title itself. Matters normally not shown in the abstract but which you should consider include the following:

- i. You are required to take note of the rights of all persons in possession of the property. If anyone other than the owner is in possession, you should ascertain what rights or interests are claimed.
- ii. Persons furnishing labor or materials in connection with improvements on the property have the right to file a mechanic's lien within 90 days from the furnishing of the last item, and you therefore should be advised as to whether there are any unpaid bills for recent improvements or repairs to the property.
- iii. Charges for the services of sewer systems, storm water drainage systems, sewage treatment, solid waste collection, solid waste disposal, water, or any of these services, if not paid as provided by applicable regulations, may become a lien upon the property or premises served by any of these services upon certification to the county treasurer that the rates or charges are due.
- iv. You are bound by any facts that would be disclosed by a survey of the property. You should assure yourself that there are no encroachments affecting this property.

Title Opinion - Kennybrook Estates
August 22, 2016

- v. You should be advised as to whether there have been any recent public improvements in the vicinity which might result in the levying of special assessments.
- vi. You should be aware that there are certain federal and state laws in existence which may require the current owner of land to pay for the cost of removal of hazardous substances, wastes or conditions which may exist on property regardless of responsibility for the same. You therefore should make inquiry to determine whether any such materials or conditions exist on the property.
- vii. You are advised that if the real estate uses a sewage disposal system or a well system, or both, you may be subject to State Department of Natural Resources and County Board of Health rules. These rules typically require all such systems be inspected for compliance upon a transfer of ownership. Under current Greene County rules, the seller is required to obtain an inspection report from a DNR certified inspector and provide it to the buyer during the negotiation of the sales contract or prior to the conveyance of the real estate. State law and DNR rules do not specifically place this burden on either seller or buyer. You should determine for yourself if the proposed real estate transfer is subject to these requirements. If so, you should be certain they are met, since failure to meet them may prevent the recording of the deed or contract.

This opinion is directed only to you, and it is intended solely for your use and purposes. No other person is entitled to rely on this opinion.

Respectfully submitted,



Kyle M. Orris

Title Guaranty No. #10363



September 2, 2016

Att: Bob Gibson
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

Specialized Wholesale & Technology Site Plan Review

FOX Ref No: 8630-16G.240

FOX Engineering has completed the first review for the Specialized Wholesale & Technology Site Plan, dated August 23, 2016. Please address the following comments:

General Comments:

1. The fire chief has yet to comment on this site plan. His comments will be forthcoming.
2. Please show the location of the dumpster or state how trash is handled.
3. Please show the location and screening of all proposed mechanical units and transformers

Cover Sheet – Sheet 1

4. Zoning: This lot is within Zone 2 of the HWY 141 Mixed Use Corridor. Please state on the plans.
5. Development Summary: Please revise the M-1A Setbacks. The Rear Setback is 25-ft, however, for every foot the front yard is increased over 25-ft, the rear yard may be decreased in direct proportion thereto, but in no case shall the rear yard be less than 10-ft.

Dimension Plan – Sheet 3

6. Water Main Notes: Note that the contact is Gould Heights not the City of Grimes. Please revise Note F. *“Pressure test and disinfection of the water service/main is required. The filling of the water main shall be done by Thorpe Water Development Company. The Bacteria test and submittal of test to lab shall be done by the Developer and results provided by FAX to US Water at 515-986-7300. If the test does not pass, the Contractor will be required to pay for all the water used to repeat the test.”*

Grading & Utility Plan – Sheet 4

7. Please state the size of the existing sanitary sewer service.
8. Please show the location of all existing and proposed sanitary sewer cleanouts. Cleanouts are required approximately every 90-ft.
9. It appears that the proposed building is not planned to be sprinkled. Please confirm with Scott Clyce that the proposed use will not require sprinkled building.
10. Please note that the fire hydrant coverage exceeds 150-ft coverage on the new building (proposed at 190-ft to SE Bldg Corner). The Fire Chief will need to review and approval this distance.
11. Please show a water curb stop to the new building.
12. Please state the size of the existing water main (FOX does not know the size). Contact Gould Heights.
13. Please show the location of all rood drains (downspouts) along with erosion protection.
14. The Grading Plan shows that the Developer will be grading on the adjacent property. Please provide documentation to the City that this grading is allowed.

Landscape Plan – Sheet 6

15. Please reference the HWY 141 Overlay Ordinance in regard to landscaping requirements. It appears that additional landscaping along the front yard setback is required (10-ft landscape strip with shrubs).
16. Please state how the detention pond will be seeded. Please provide notes how it will be maintained (mowed).

Stormwater Management Plan

- 17. FOX has yet to review the stormwater management plan.
- 18. It is very odd that there is no public storm sewer connection to this property. The proposed storm sewer outfall discharges in the ROW overland flow to the street. Please consider revising the angle of the outlet to discharge through this properties "green parking" area rather than the neighbors.

Stormwater Pollution Prevention Plan & Post Construction Easement

- 19. A SWPPP is not required since they are disturbing less than 1 acre.
- 20. A SW Post Con Easement is not required for this site.

Lighting Plan

- 21. Please state if the new building will have any lighting. Please provide lighting notes.

Elevation Plans:

- 22. Please attach the elevation plans to the site plan. Note that NO elevation plans were submitted.
- 23. Please note that the proposed building materials are metal, but this building is NOT along the front yard setback. Thus, it will be allowed according to the overlay district.

SITE PLAN SCHEDULE:

PLANNING & ZONING: September 6, 2016 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 13, 2016 at 5:30 at the Grimes City Hall

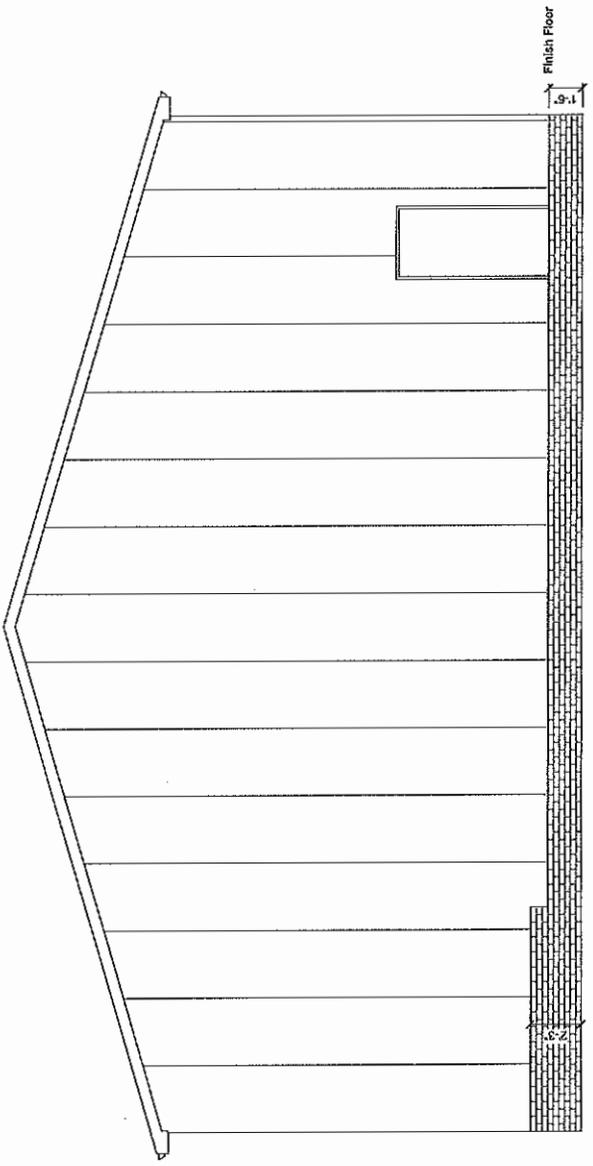
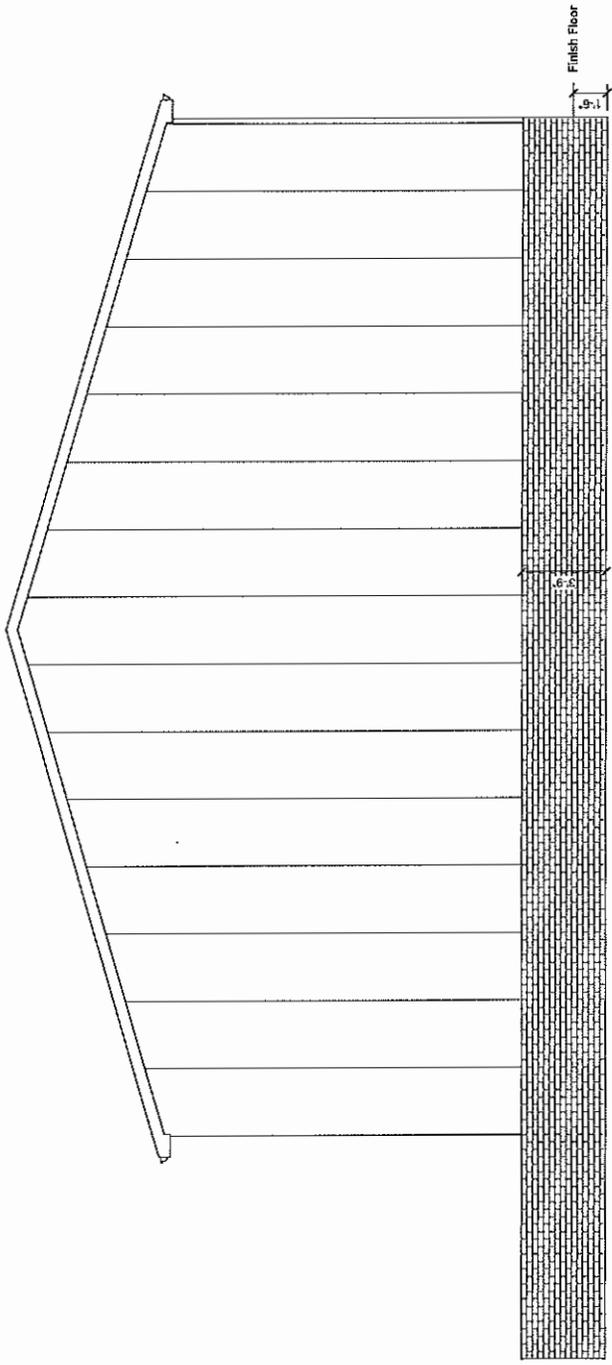
If you have any questions or concerns, please contact John Gade or Mitch Holtz at (515) 233-0000.

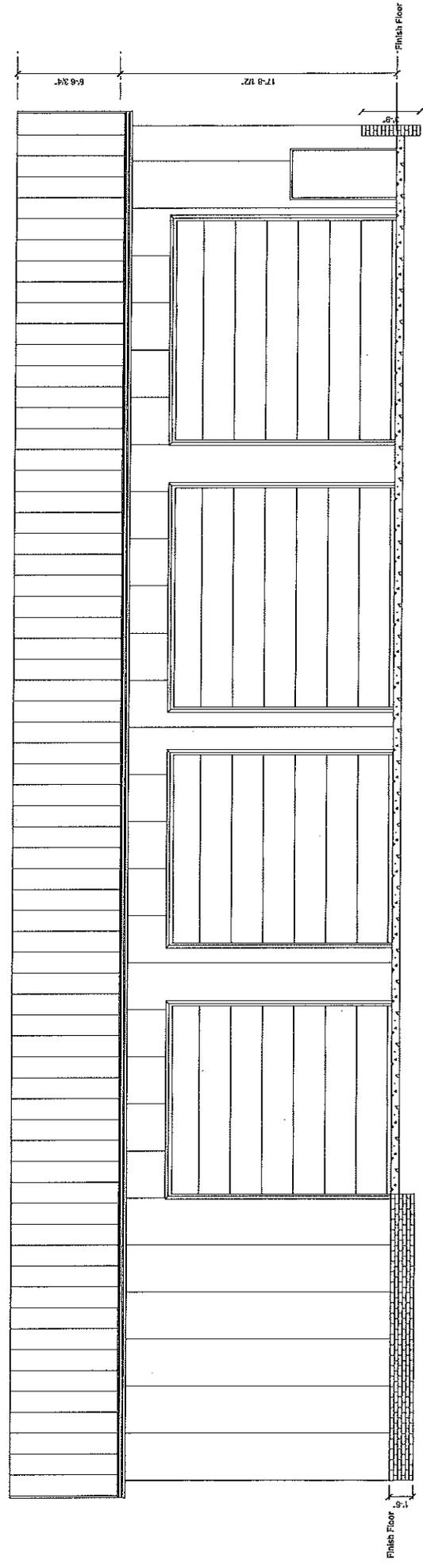
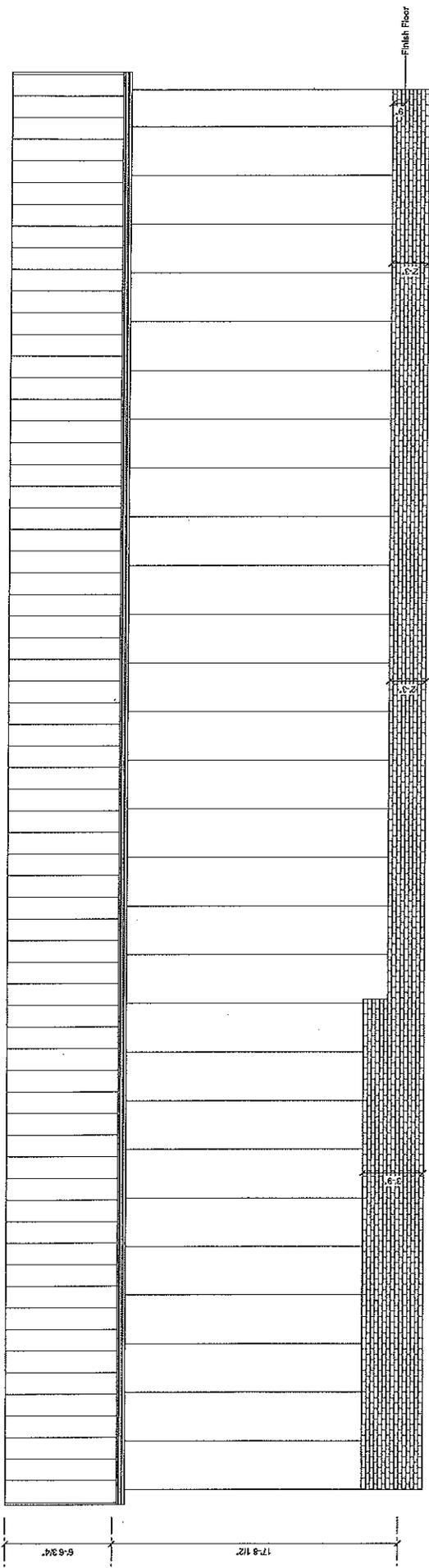
FOX ENGINEERING ASSOCIATES, INC.

John Gade, P.E.

John Gade, P.E.

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





SITE PLAN FOR:

SPECIALIZED WHOLESALE AND TECHNOLOGY

GRIMES, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	TOPOGRAPHIC SURVEY/DEMOLITION PLAN
3	DIMENSION PLAN
4	GRADINGS/UTILITY PLAN
5	DETAILS
6	LANDSCAPE PLAN

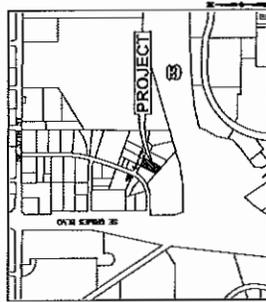
LEGAL DESCRIPTION
LOT 8 CAPITAL CITY PARK PLAT 2.

ZONING
M1-A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

PROJECT SITE ADDRESS
2800 SE 49TH COURT

EXISTING/PROPOSED USE
TRUCK PARKING, STORAGE, OFFICE

VICINITY MAP
NOT TO SCALE



DEVELOPMENT SUMMARY
AREAL: .59 ACRES (43,124 SF)

SEPARATE: 25' FRONT, 10' REAR

DEVELOPMENT SUMMARY:

TOTAL SITE	43,124 (1.09 AC)
PROPOSED BUILDING	3,265 SF
DRIVEWAY & PARKING AREAS	17,813 SF
OPEN SPACE REQUIRED	4,312 (100)
OPEN SPACE PROVIDED	18,484 SF (380)

PERMITS: 1/2000 SF = 5, TOTAL PROVIDED = 11

DATE OF SURVEY
APRIL 8, 2015

BENCHMARKS
GRIMES CITY BARRA-008 BURY BOLT ON FIRE HYDRANT AT THE CORNER OF SE DESTINATION DRIVE AND SE 27TH STREET INTERSECTION. ELEVATION=638.45
GRIMES CITY BARRA-009 BURY BOLT ON FIRE HYDRANT ON THE EAST SIDE OF SE DESTINATION DRIVE AND SE 27TH STREET INTERSECTION. ELEVATION=638.45

CONSTRUCTION SCHEDULE
ANTICIPATED START DATE = OCTOBER 2016
ANTICIPATED FINISH DATE = MAY 2017

OWNER
WILLIAM J. FRENCH
WARRICK, IN 46083

APPLICANT
KENNY DAVENPORT
2800 SE 49TH COURT
GRIMES, IOWA 50111
CONTACT: KENNY DAVENPORT
(515) 984-4803

ENGINEER
CIVIL DESIGN ADVANTAGE, LLC
CONTRACT: 1018 CROSSROADS DRIVE, SUITE 6
GRIMES, IOWA 50111
PH: (515) 368-4400
FL: (515) 368-4410

SURVEYOR
CIVIL DESIGN ADVANTAGE, LLC
CONTRACT: 1018 CROSSROADS DRIVE, SUITE 6
GRIMES, IOWA 50111
PH: (515) 368-4400
FL: (515) 368-4410

SUBMITTAL DATES
-SITE PLAN SUBMITTAL TO CITY #: 5/23/2015

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FIRE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SH-501 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SH-502 STORM INTAKE	FLARED END SECTION
TYPE SH-504 STORM INTAKE	ROOF DRAIN/ DOWNSPOUT
TYPE SH-513 STORM INTAKE	DECIDUOUS TREE
TYPE SH-403 STORM MANHOLE	CONIFEROUS SHRUB
TYPE SH-402 STORM MANHOLE	CONIFEROUS TREE
TYPE SH-301 SANITARY MANHOLE	ELECTRIC POWER POLE
STORM/SANITARY CLEANOUT	STREET LIGHT
WATER VALVE	UTILITY POLE W/ TRANSFORMER
RIE HYDRANT ASSEMBLY	ELECTRIC BOX
DETECTABLE WARNING PANEL	ELECTRIC TRANSFORMER
STORM SEWER STRUCTURE NO.	ELECTRIC MANHOLE OR VAULT
STORM SEWER PIPE NO.	TELEPHONE JUNCTION BOX
SANITARY SEWER STRUCTURE NO.	TELEPHONE MANHOLE/VAULT
SANITARY SEWER PIPE NO.	TELEPHONE POLE
SANITARY SERVICE	CABLE TV JUNCTION BOX
STORM SERVICE	CABLE TV MANHOLE/VAULT
WATERMAIN WITH SIZE	WATER MAIN
WATER SERVICE	SOIL BORING
SAW CUT (FULL DEPTH)	UNDERGROUND TV CABLE
SILT FENCE	FIBER OPTIC
	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	FIELD TILE
	SANITARY SEWER W/ SIZE
	STORM SEWER W/ SIZE
	WATER MAIN W/ SIZE

CONSTRUCTION TO ALL UTILITIES LOCATED WITHIN THE BOUNDARIES OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL REPAIR OR REPLACE ANY UTILITIES DAMAGED BY THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL REPAIR OR REPLACE ANY UTILITIES DAMAGED BY THE PROJECT. UNLESS OTHERWISE NOTED.

THE MOST RECENT EDITION OF THE SDAS STANDARDS SPECIFICATIONS, THE SUPPLEMENTALS & APPENDICES SHALL APPLY TO ALL WORK ON THE PROJECT UNLESS OTHERWISE NOTED.

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DATE: 5/23/2015
SHEET: 1-5

IOWA ONE CALL
www.iowacall.com

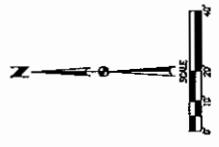
UTILITY WARNING
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND SHALL REPAIR OR REPLACE ANY UTILITIES DAMAGED BY THE PROJECT. UNLESS OTHERWISE NOTED.

CSA
CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DR. SUITE 6, GRIMES, IOWA 50111
PH: (515) 368-4400 Fax: (515) 368-4410
PROJECT NO. 16003.085

SPECIALIZED WHOLESALE & TECHNOLOGY

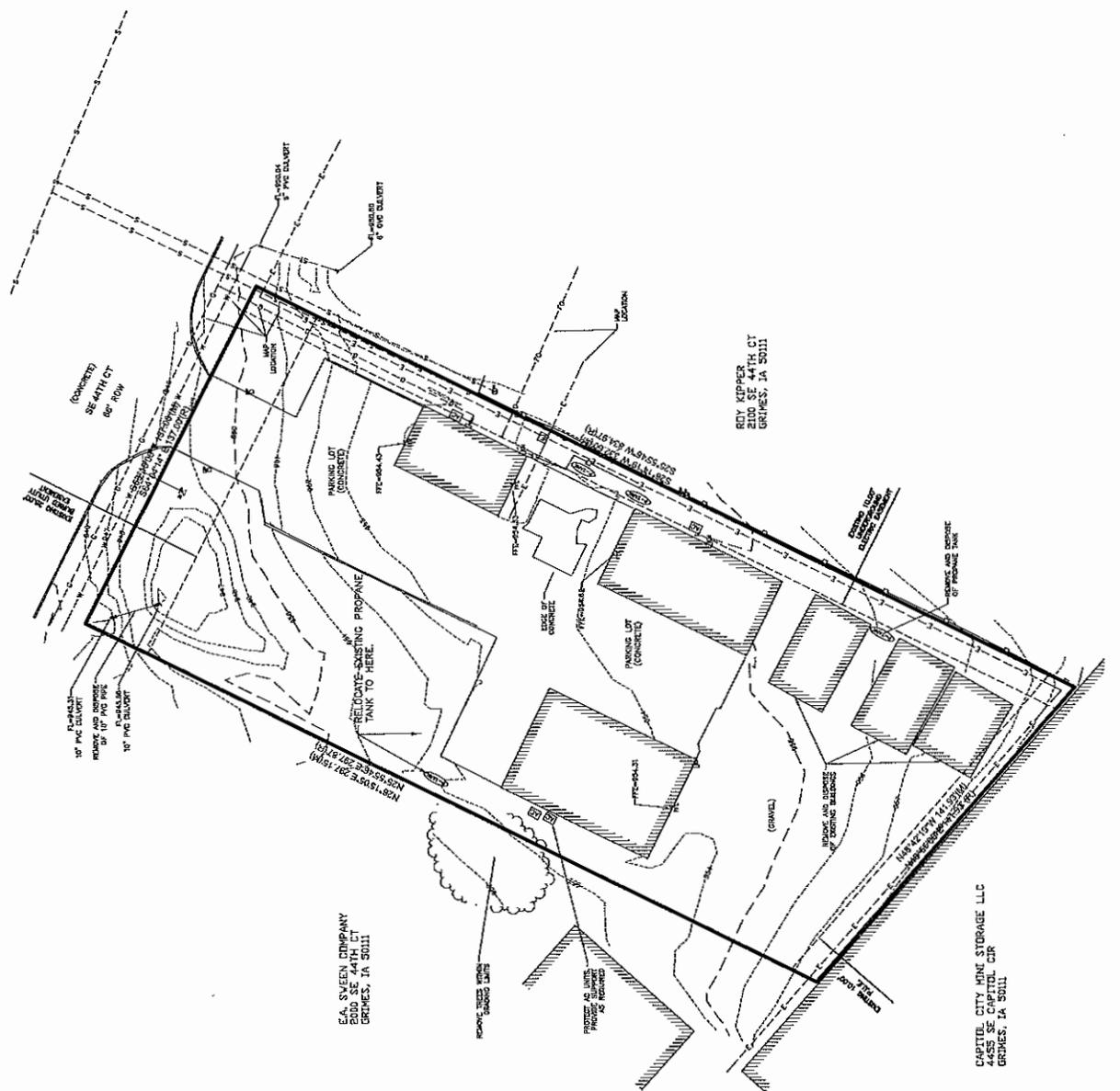


REVISIONS	DATE



DEMOLITION NOTES

1. ALL UTILITIES SHOWN ON THIS PLAN SHALL BE REMOVED AND DEPOSITED AT THE LOCATION INDICATED ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES AND IOWA DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES AND IOWA DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GRIMES AND IOWA DEPARTMENT OF TRANSPORTATION.
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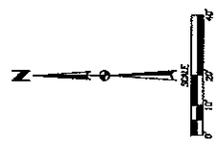
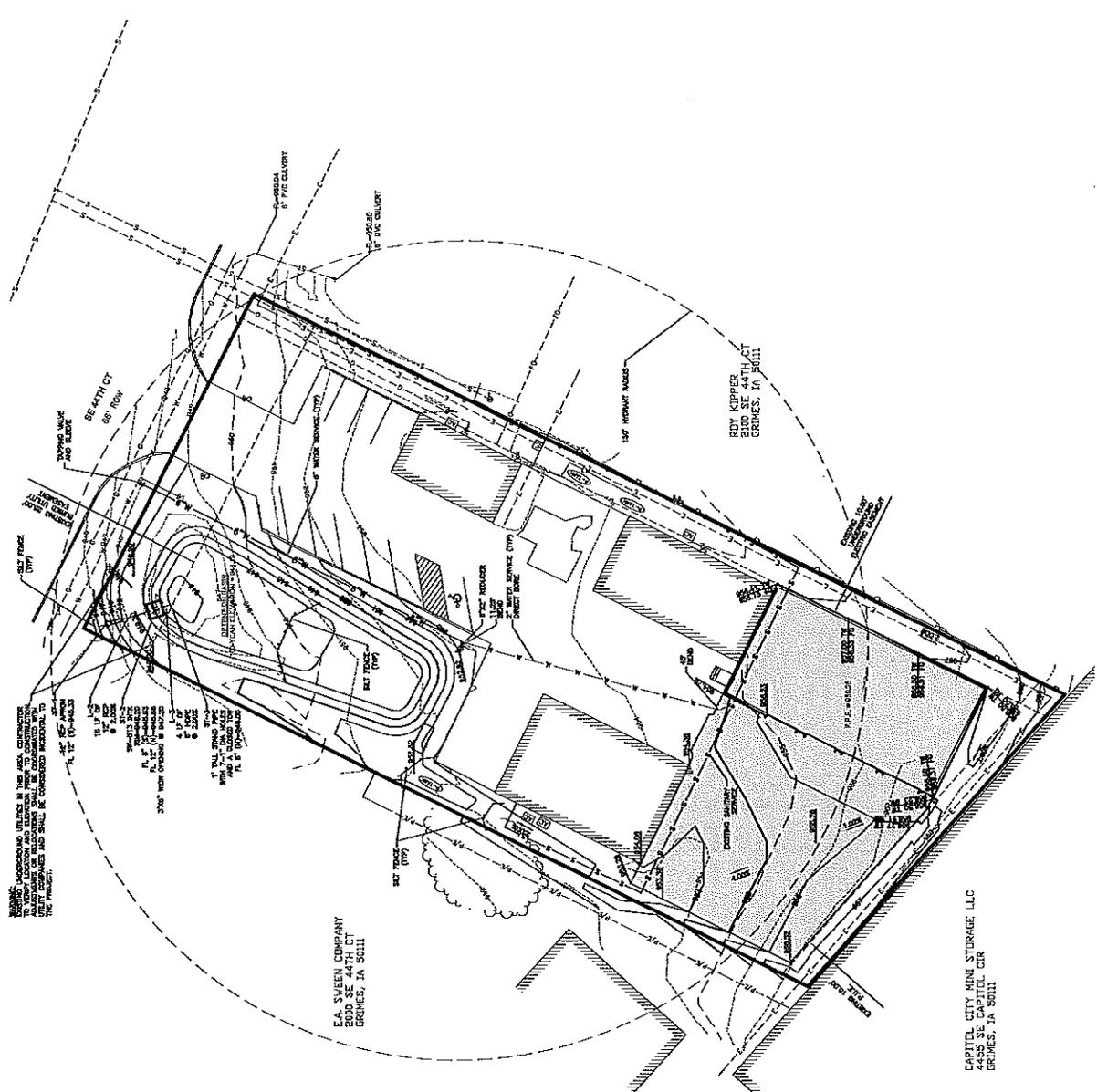
THIS PLAN IS THE PROPERTY OF SPECIALIZED WHOLESALE & TECHNOLOGY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SPECIALIZED WHOLESALE & TECHNOLOGY.

GRADING NOTES

1. A COPY OF THE INDEX POINT SHALL BE PROVIDED TO THE CITY ENGINEER.
2. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
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LANDSCAPE NOTES

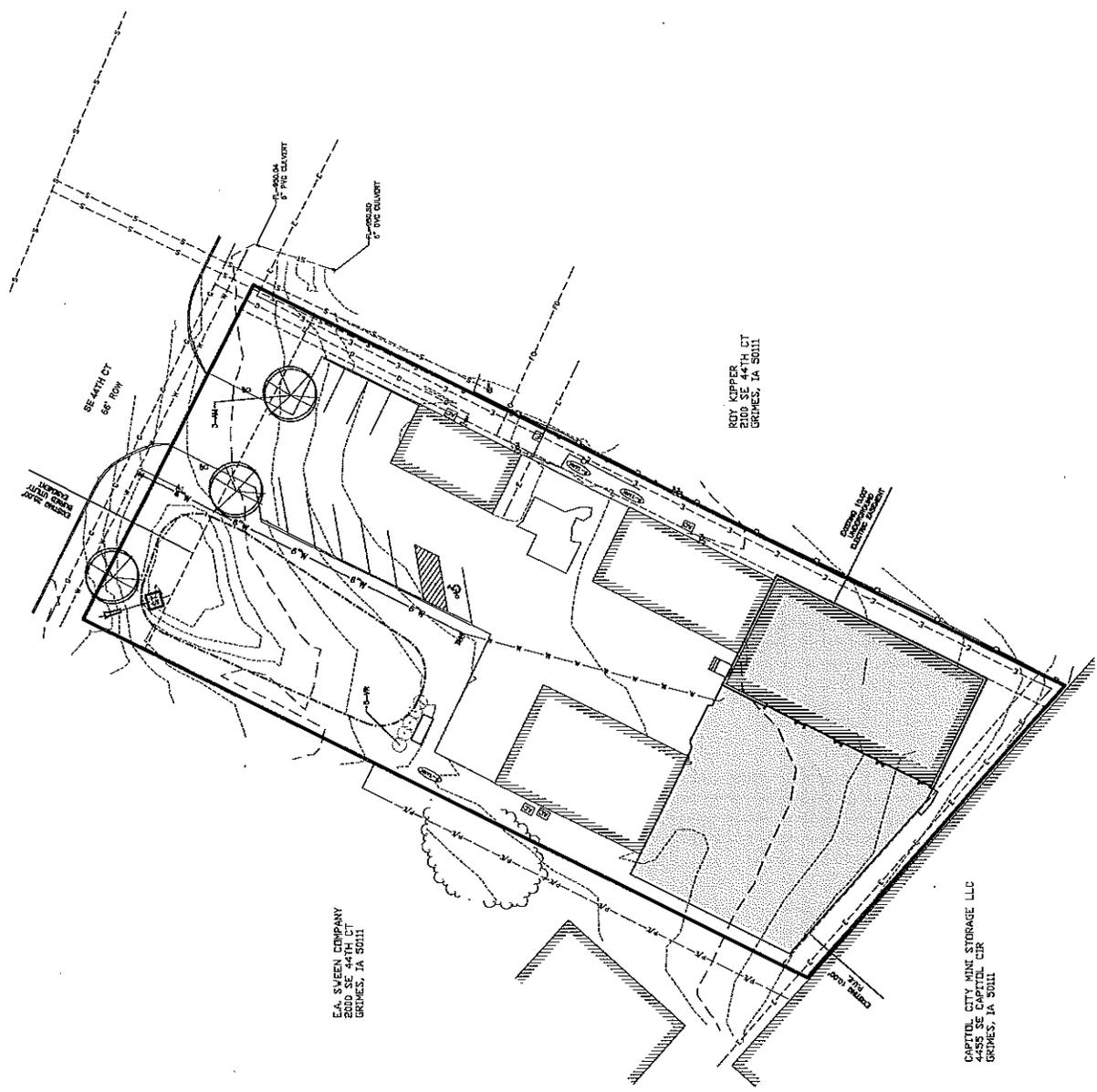
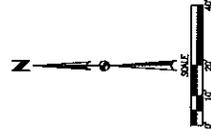
1. THE CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL SPECIFICATIONS AND ALL CITY, STATE AND FEDERAL REGULATIONS AND APPLICABLE CODES TO THE PROJECT BEFORE COMMENCING WORK. APPROVED PLANT MATERIAL SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
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LANDSCAPE REQUIREMENTS

- OPEN SPACE CALCULATION:**
- TOTAL SITE: 43,174 (6.9 AC.)
 - PROPOSED BUILDING: 3,228 SF
 - TRAFFIC & PARKING AREAS: 17,618 SF
 - TOTAL EXCLUDED AREA: 20,846 SF
 - OPEN SPACE PROVIDED: 16,464 SF (0.86)
- PLANT SCHEDULE:**
- TREES @ 27,000 SF OF REEL OPEN SPACE: 2
 - SHRUBS @ 17,100 SF OF REEL OPEN SPACE: 5
 - PLANTS PROVIDED: 7
 - TREES: 2
 - SHRUBS: 5

PLANT SCHEDULE

PLANT NAME	QUANTITY	PLANT SIZE	PLANT SPECIES
...
...
...
...
...



ORDINANCE 658

AN ORDINANCE ADOPTING PROPOSED CODE OF ORDINANCES FOR THE CITY OF GRIMES

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

SECTION 1. Purpose. The purpose of this Ordinance is to adopt a proposed Grimes Code of Ordinances pursuant to the provisions of Iowa Code Section 380.8.

SECTION 2. Amendment. In compliance with Iowa Code Section 380.8, the City of Grimes hereby adopts a proposed Code of Ordinances, after public notice, public hearing, and vote by the Grimes City Council. The Clerk of Court will publish copies of this Code of Ordinances so that it is available to the general public. The effective date for this Code of Ordinances shall be the date of publication of this ordinance adopting the Code of Ordinances, and the Clerk of Court shall note this effective date in the published copies of this Code of Ordinances to be available to the general public.

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 the Code of Ordinances shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Code of Ordinances 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 ____ day of _____, and approved on this ____ day of _____, 2015.

ATTEST:

TomArmstrong, Mayor

Rochelle Williams, City Clerk