



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes Community Complex 5:30 P.M.

410 SE Main Street

September 9, 2014

Mayor Thomas M. Armstrong

City Council: Jill Altringer, Tami Evans, Craig Patterson

Ty Blackford and Doug Bickford

City Administrator Kelley Brown

City Clerk Rochelle Williams, City Treasurer Deb Gallagher,

City Attorneys Tom Henderson, Erik Fisk

City Engineer John Gade

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

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

GENERAL AGENDA ITEMS.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from August 26, 2014 Meeting
 - B. Pay Request to AECOM for the NW Transportation corridor Feasibility Study - \$8,782.78 (NW Transportation Study)
 - C. Air Cleaning Technologies, Inc - \$11,800 (installation of Plymovent System in Grimes Fire Station)
 - D. Claims date August 26, 2014
6. Patrol Report
7. Update on the Library Renovation – Karla Pfaff – Library Director



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

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

- A. Prairie Business Park Preliminary Plat
- B. Prairie Business Park Final Plat
- C. Joy Ride Site Plan

PUBLIC FORUM

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

COUNCIL ACTIONS

- A. Ordinance # 635 Second Reading – An Ordinance Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, Iowa, an Electric System and Communications Facilities And to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.
- B. Ordinance #636 Second Reading To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.
- C. Second Reading of Ordinance #634 Adding Chapter 27 For the Establishment Of A Tree Board

COUNCIL DISCUSSIONS

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

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, August 26, 2014

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, August 26, 2014 at 5:30 P.M. at the Grimes Community Complex.

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

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Armstrong asked for approval of the agenda. Moved by Evans, Seconded by Patterson; the agenda shall be approved.

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

Approval of the Consent Agenda

A. Minutes from July 22, 2014 Meeting B. Pay Request #2 to TBB&M LLC for the Grimes Public Library Interior - \$35,245 C. AECOM for the Northwest Transportation Corridor - \$2,929.16 D. Renewal Agreement with Andres Medical Billing (billing for EMS calls) E. Repairs to Bobcat (04) to Capital City Equipment in the amount of \$7,075.04 F. Protex Central for fire/security equipment at library - \$6,800 G. Request from DCG Schools to waive Residential Building Permit in the amount of \$3,157.50 (house being built at 1400 NW Sunset Lane H. Pay Request #7 to Layne Christensen Company for the Jordan Well Project in the amount of \$188,042.54 I. Change Order # 1 to TBB&M LLC for the Grimes Public Library Interior Renovation in the amount of \$13,261 (refinishing of doors, additional framing, lighting, misc repairs) J. Pay Request #3 to Koester Construction for the Grimes City Hall & Chamber Renovation in the amount Of \$105,023.38 K. Payment to the City of Urbandale for the 142nd Street Project in the amount of \$102,857.28 (part of 28E Agreement) L. Alcohol License Renewal: Casey's' General Store #2520 Class C Beer Permit (BC) with Sunday sales, Krueger BP #4 Class C Beer Permit (BC), Class B Wine Permit with Sunday Sales, El Torito with Class C Liquor License (LC) Commercial with Sunday Sales, Fareway Stores, Class B, Class B Wine and Class C Beer Permit M. Pay Request to Corell Contractor Inc. for SE 19th Street in the amount of \$7,508.04 N. Change Order 1 by Synergy Contracting LLC for the 2012 Watermain Improvements increasing Contract \$15,919.58 O. Certificate of Substantial Completions for the 2012 Watermain Improvements P. Engineer's Statement of Completion for the 2012 Watermain Improvements Q. Pay Request #6 to Northern Escrow/Synergy Contracting for the 2012 Grimes Water Program in the Amount of \$65,529.39 R. Northway Well & Pump Company for replacement #100 Pump Unit (Well #100 failed and needed to be replaced) \$10,732.75 S. Municipal Supply – meters for new installs - \$13,070.08 T. Mississippi Lime Company – Quicklime - \$3,493.05 (used for processing of water) U. Landscapes By Design, Inc. for \$3,747.50 (landscaping for SE Main Street Project)V. Murphy Tractor & Equipment Co., Inc. -\$3,018.21 (repairs to John Deere 410G) W. Capital City Equipment Company - \$7,075.04 (repair 2004 5300 Bobcat) X. Change Order 1 by C.L. Carroll Co., Inc for the ASR Well No. 1 Pump and Control Building - Reduction in the amount of \$7,825.83 (change in proposal request) Y. Pay Request #1 to H&W (Prairie Business Park Sanitary) in the amount of \$57,823.89 Z. Pay Request 4 for CTI for the SE 19th Street Project in the amount of \$273,143.02 1. Hach Chemical for Repair to Calibrate On-Line Analyzers at Water Plant - \$13,616.49 2. Task Order 7024-14A for Fox Engineering with the City of Grimes (SE Drainage Study)

3. Resolution #08-0614 2013 Fiscal Year Street Finance Report 4. Claims date August 26, 2014 in the amount of \$1,220,427.16.

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

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

Jun-14

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	5,026,023.86	138,404.07	726,733.51	4,437,694.42
Special Revenue Fund	1,078,288.44	111,024.88	229,966.35	959,346.97
Debt Service Capital Improvements	4,580,155.42	7,798.36	2,023,357.29	2,564,596.49
Enterprise Fund	1,820,248.75	16,314.13	-10,265.01	1,846,827.89
Total	4,861,703.23	473,861.90	1,148,050.56	4,187,514.57
Total	17,366,419.70	747,403.34	4,117,842.70	13,995,980.34

Jul-14

	Beg Balance	Receipts	Expenses	Ending Balance
General Fund	4,437,694.42	208,585.30	426,187.91	4,220,091.81
Special Revenue Fund	959,346.97	75,327.77	53,497.70	981,177.04
Debt Service Capital Improvements	2,564,596.49	407,022.78	83,245.00	2,888,374.27
Enterprise Fund	1,846,827.89	2,653.50	321,773.39	1,527,708.00
Total	4,187,514.57	513,261.18	74,369.33	4,626,406.42
Total	13,995,980.34	1,206,850.53	959,073.33	14,243,757.54

Fire Chief Report

Chief Krohse advised that the month of July they closed out with 70 runs which is 6 runs less than July of 2013. He added that year to date totals is 543 which is higher than last year's number of 451. Chief Krohse stated that calls are around 62% EMS versus fire calls. Chief Krohse added that they had hired the full time firefighter and are adding the two FTE firefighters. He stated as of September 1, 2014 the station would be staffed seven days a week from 6 am to 6 pm.

US Water Report

Aaron Voss of US Water was present to give a report. Voss stated that on August 9, 2014 Well #100 failed. He stated this is one of three shallow wells. He added that they had requested in the consent agenda for the replacement of the pump. Voss stated that due to the low levels of the North Wells they have given Layne the go ahead to finalize the installation of the new Jordan Well pump. This would take out the temporary unit and install the permanent one along with the controls. Voss stated that with putting the new Jordan Well on line this would give time for the North Wells to recover. He added that due to high demands on August 4th and 18th they did purchase some water from Xenia through the connection that was made last year. Voss stated that for the Wastewater plant the SE liftstation pump # 2 is scheduled to be pulled and rebuilt and replaced this week. He added that reed bed #1 was cleaned out and new reeds were planted. Voss stated that report was received back from the new areas that were televised and they were reviewing it. He stated that a contractor had hit a 2 inch main out on NE 18th Street and staff responded and oversaw the repair. Voss advised that water usage for the month of July was down slightly. He stated that on the wastewater side the flows are up about 600,000 gallons per day.

Council Member Altringer asked when the ASR would be online. Voss stated that tentatively they are planning on October 1 to work on finishing the ASR so they can send water down for storage and then use when the demand is high. Council Member Altringer asked what the well levels were when they took over the plant. Voss stated that reading on June 24th well #100 was 5 ½ feet, well #101 was 6 ft. and well #102 had 4 ft. He added that on July 23 they saw some recovery with well #100 at 14 ft., well #101 8 ft. and well #102 at 3 ft. Voss stated that they thought they were seeing recovery but when they checked the wells on August 15th well #100 was off as it had failed on August 9th. He advised that well #101 was at 6ft and well#102 was at 3 ft. On August 24th the wells were at 4 ft., 3ft, and 1 ft. respectively and the levels are continuing to drop. Voss stated they want get the new Jordan Well on line so they can give a chance for these wells to recover.

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

A. Glenstone Board of Directors (3305 SE Glenstone Drive) Discussion with Council Regarding Deeding of Property (property is north lot below the power line and has trail through it)

Ann Bass, a member of the Board of Directors of Glenstone, addressed the Council regarding their request to deed over a north lot to the City of Grimes. Bass advised that this property has a walking path through it and also large power lines. City Engineer Gade stated that this property was part of Glenstone Village and a portion of this was part of their park land dedication. Gade added that due to the overhead power lines this is an unbuildable area and no trees could be planted here. He went on to advise that the grade could be changed but not raised due to the overhead power lines. Gade stated that he thought originally this was to be planted in some type of a prairie plantings. Bass advised that it is only in its second year of growth as a prairie. Gade advised this area is about 7 acres and was unsure how much the City would have to mow of this area. Gade asked if they had been responsible for snow removal and Bass advised that last winter they just closed the trail. Gade stated that they City would have to decide if they took it over if they would do snow removal. He went on to state that the sidewalk abuts this property in the amount of 70 ft. which would need to be maintained. He advised that the trail is about 1300 ft. and would also need to be maintained. Public Work Administrator Dave Sigler advised that mowing this area would take approximately 4 hours per week. Council Member Patterson inquired since it is across the street from Glenstone Park if soccer fields could be placed in this location. Bass added that even though the trail is in this area the west side is a little wider than east side. Gade stated that the west side is 180 ft. wide. Council Member Evans stated that if the City would take it over and find a use for it that the neighbors would have to understand there would be an increase in traffic in this area. Council Member Evans asked if the lines were ever moved in the future could this property be built on in the future, would it have value. Gade stated that if the lines were not there yes it would be buildable but he did not see that happening. He also added that the Park Board could look at for possible uses. Council Member Evans asked about parking options. Gade advised that it was on the north side of the road. He advised that Glenstone Park will have a parking lot in a later phase. Mayor Armstrong advised that the Council provided direction to the Park Board to place this on the agenda for consideration at their next meeting.

B. Public Hearing and Award of Contract for the 2014 HMA Resurface Program

Mayor Armstrong advised that his project would include the resurfacing of NE Harvey Street City Hall parking lot to 200' north of NE 7th Street, NE Circle Drive and Sunny Hill Cemetery roads and transverse joint repairs on HMA streets in Beaverbrooke subdivision. Mayor Armstrong opened the Public Hearing at 5:55 pm. There being on oral or written comment the Public Hearing was closed at 5:55 pm.

City Engineer Gade advised that bids were received on August 20th from Des Moines Asphalt at a cost of \$429,294.00 and Grimes Asphalt and Paving in the amount of \$331,805. He stated that the Engineering

estimate was \$322,650. Gade advised that this work is to be completed by November 14th and they recommended award to Grimes Asphalt & Paving for the low bid of \$331,805.00. Moved by Evans, Seconded by Altringer; the contract for the 2014 HMA Resurface Program shall be approved.

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

PUBLIC FORUM

No one addressed the Council

COUNCIL ACTIONS

A. Public Hearing Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, IA an Electric System and Communications Facilities and to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.

Mayor Armstrong opened the Public Hearing at 5:58 pm. There being no oral or written comments, the Public Hearing was closed a 5:59 pm.

B. Ordinance # 635 First Reading – An Ordinance Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, Iowa, an Electric System and Communications Facilities And to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.

Mayor Armstrong advised that this would be for a period of 25 years and this Ordinance would also allow us to collect franchise fees if we so desired. Council Member Evans asked for clarification that we were not charging the franchise fee at this time but it could be added later. Mayor Armstrong advised that was correct. Mark Reinder the Franchise Manager for MidAmerican Energy was present. He advise that they ask that changes only be made to the contract every 24 months but if in a year the City decides to charge a fee that would be acceptable to add it. Reinder would then ask that another change not be made for 24 months but that is subject to change.

Moved by Patterson, Seconded by Bickford; the First Reading of Ordinance #635 Mid American Energy Franchise Fee shall be approved.

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

C. Public Hearing Granting To MidAmerican Energy Company, It's Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.

Mayor Armstrong opened the Public Hearing at 6:02 pm. There being no oral or written comments, the Public Hearing was closed at 6:03 pm.

D. Ordinance #636 First Reading To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.

Mayor Armstrong advised this is non-exclusive as Black Hills Natural Gas is also in the City of Grimes. He added that this also would have no fee added to this at this time. Council Member Patterson asked about the franchise fee with Black Hills Energy. Mayor Armstrong advised there is not a fee at this time.

Moved by Patterson, Seconded by Bickford; the First Reading of Ordinance #636 shall be approved.

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

E. Request to do Special Census at an estimated cost of \$212,754

Mayor Armstrong clarified that when we certify a special census this number helps in the amount of Road Use Tax money that the City would receive. Mayor Armstrong stated that the last census was done in 2010 and the last special census was 2004. Council Member Evans asked if we felt we would receive enough additional funds to out way the cost. City Administrator Brown provided a spread sheet which showed the estimated net revenue over the next 3 to 4 years would be \$483,584 net. Mayor Armstrong advised that we believe we are a population of 10,000. Council Member Bickford asked at how this number was arrived at. Mayor Armstrong advised that according to the number of housing permits for single and multi-family homes is how the number for population is estimated.

Moved by Evans, Seconded by Bickford; the request to do a Special Census at an estimated cost of \$212,754 shall be approved.

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

F Public Hearing on an Ordinance Adding Chapter 27 for the Establishment of a Tree Board

Mayor Armstrong opened the Public Hearing at 6:10 pm. There being no oral or written comments, the Public Hearing was closed at 6:11 pm.

G. First Reading of Ordinance #634 Adding Chapter 27 For the Establishment Of A Tree Board

Mayor Armstrong stated that a few items of special note on this Ordinance are for the Board to get us to a Tree City USA designation. Also to log the trees that the City is responsible for and what trees we have. He added this would include documentation on Emerald Ash Tree Borer. Council Member Altringer asked about having this board member report back to the Council from time to time. Council Member Evans clarified that the Board would not have any authority over what private citizens can plant. City Administrator Brown advised that would only be if it was in the right of way and this is an advisory board.

Moved by Evans, Seconded by Altringer; the First Reading of Ordinance #634 Adding Chapter 27 for the Establishment of a Tree Board shall be approved.

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

H. Agreement for Cooperative Public Service Between Polk County, Iowa and The City of Grimes, Iowa (agreement for animal control)

City Administrator Brown advised that this used to be an agreement with Polk County and now it is with the Polk County Sheriff's office. Council Member Altringer and Evans asked about the pricing on this contract. Council Member Patterson asked if all City's use this. Mayor Armstrong advised that he believes some City's handle it themselves. Council Member Altringer stated that she thought it was maybe time to look at this again and see if there is some other option that we should look into to. Council Member Bickford asked if this agreement was up and City Administrator Brown stated it was expired. Council Member Evans asked for further clarification on the fee structure. Council Member Bickford asks if we know how many animal control pickups we have per month. City Administrator Brown advised 4 to 5 per month. Council Member Patterson also noted that there was no end date to this contract without a 60 day notices. City Administrator Brown stated that from past experience she has been very happy with how Polk County has taken care of stray dogs. She added they were very professional and couldn't say enough good about them. Council Member Evans, Altringer, and Bickford were concerned about the cost. Mayor Armstrong suggests deferring this agreement to the next meeting.

Council Member Altringer also asked to look into what other choices we would have for service and address the termination date. Mayor Armstrong suggested looking into having this coincide with the Sheriff's contract for renewal.

Moved by Altringer, Seconded by Evans; to defer action on the animal control contract to the next meeting shall be approved.

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

COUNCIL DISCUSSIONS

1. Mayor's Report

No report

2. City Attorney's Report

No report

3. City Engineer's Report

City Engineer Gade advised that the SE 19 Street Project is ready for paving on the first phase but rain is impeding the process. Council Member Evans about the electronic sign in the area if we are paying for it or are the contractors. Gade advised that belongs to the contractor. Gade advised that the preliminary signal plans for the DCG High School on Hwy 44 were approved and will go to the IDOT for a permit. He added that once the permit is received this can go out for bid. Gade stated that the new Jordan Well has a temporary pump and it belongs to Layne Christensen. He stated that the contract calls for a permanent pump to put in the well but Layne has approved to let us use the temporary pump for 30 days. Gade is requesting to use the temporary through the month of September. Gade stated that after September our demand goes down and this would be a better time to install the permanent pump. Gade also stated he want to report on a kick off meeting they had with the City of Johnston on East 1st Street and Edgewood. He stated that Johnston is the lead on this project. Gade stated this goes from the boundary line all the way east to about 100th street and would include a roundabout at Edgewood and a roundabout at 100th Street and 70th Street. Gade advised that the City of Johnston is planning to bid this project this year and wasn't sure if that would work for the City of Grimes. He advised that our portion would a million dollars.

4. City Staff Report

City Administrator Brown advised that we are 3 weeks from being back into the City Hall offices. When we are back in the offices they will work on the Council Chambers which will take about a week. Sigler advised they were working on a curb project with Fox Engineering but the weather has slowed them down.

5. Old Business

No new business

6. New Business

Moved by Altringer, Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:30 pm.

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

ADJOURNMENT

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

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



601 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: 26-AUG-14
 Invoice Number: 37468241

Agreement Number: 60301188
 Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188
 Bill Through Date : 26-JUL-14 - 22-AUG-14

Project Name : Grimes-NW Transportation Corridor Feasibility Study

Labor Multiplier		Date	Hours	Rate	Raw Cost	Billed Amt
Employee Name/Title	Title/Expenditure					
Allyn, Todd L	Project Professional	01-AUG-14	5.00	44.00	220.00	
Allyn, Todd L	Project Professional	08-AUG-14	5.00	44.00	220.00	
Allyn, Todd L	Project Professional	15-AUG-14	8.00	44.00	352.00	
Allyn, Todd L	Project Professional	22-AUG-14	6.00	44.00	264.00	
Bernhardt, Mary E	Project Support	01-AUG-14	1.00	26.65	26.65	
Brimm, Robert C	CAD/GIS Operator	15-AUG-14	4.00	35.10	140.40	
Chumbley, Craig A	Staff Professional	15-AUG-14	1.00	39.47	39.47	
Lentz, Robert L	Senior Professional	01-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	08-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	15-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	22-AUG-14	2.00	85.56	171.12	
Wiele, Larry E	Project Professional	01-AUG-14	4.00	54.18	216.72	
Wiele, Larry E	Project Professional	08-AUG-14	2.00	54.18	108.36	
Wiele, Larry E	Project Professional	15-AUG-14	8.00	54.18	433.44	
Wiele, Larry E	Project Professional	22-AUG-14	15.00	54.18	812.70	
Total Labor Multiplier			62.50		3,133.20	3,133.20
OverHead Markup						4,623.34
Labor CPFF Total						7,756.54
Reimbursable		Date	Inv Number			Billed Amt
Expenditure Type	Employee/Vendor Name					
Repro, Photo & Blueprint	ARC	12-AUG-14	11301ARC081214			17.89
Total Reimbursable						17.89
Lump Sum						Billed Amt
Description						
Fixed Fee Labor						1,008.35
Total Lump Sum						1,008.35
Project Total : Grimes-NW Transportation Corridor Feasibility Study						8,782.78

Invoice Summaries	
Total Current Amount :	8,782.78
Retention Amount :	0.00
Pre-Tax Amount :	8,782.78
Tax Amount :	0.00
Total Invoice Amount :	8,782.78

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	8,782.78	84,029.67	92,812.45	375,900.00	283,087.55
Billing Total :	<u>8,782.78</u>	<u>84,029.67</u>	<u>92,812.45</u>		



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

Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37468241
Invoice Period Covered: 7/26/14 through 8/22/14
Consultant Job No. 60301188

Date: August 26, 2014
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	\$ 25,916.80	\$ 3,133.20
Overhead	\$ 162,519.65	\$ 39,120.55	\$ 4,623.34
Direct Expenses			\$ -
Mileage	\$ 1,525.50	\$ 520.11	\$ -
Copies	\$ 780.00	\$ 131.47	\$ 17.89
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 17,652.39	\$ -
LT Leon Associates	\$ 9,000.00	\$ 1,016.28	\$ -
Estimated Actual Costs	\$ 341,335.35	\$ 84,357.60	\$ 7,774.43
Subtotal Rounded	\$ 341,300.00		\$ -
Fixed Fee	\$ 34,600.00	\$ 8,454.85	\$ 1,008.35
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 92,812.45	\$ 92,812.45	\$ 8,782.78
Remaining Authorized Balance	\$ 283,087.55		
Labor Hours (Prime)	1,988.00	511.25	62.50

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



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: 26-AUG-14
 Invoice Number: 37468241

Agreement Number: 60301188
 Agreement Description:

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188
 Bill Through Date : 26-JUL-14 - 22-AUG-14

Project Name : Grimes-NW Transportation Corridor Feasibility Study

Labor Multiplier						
Employee Name/Title	Title/Expenditure	Date	Hours	Rate	Raw Cost	Billed Amt
Allyn, Todd L	Project Professional	01-AUG-14	5.00	44.00	220.00	
Allyn, Todd L	Project Professional	08-AUG-14	5.00	44.00	220.00	
Allyn, Todd L	Project Professional	15-AUG-14	8.00	44.00	352.00	
Allyn, Todd L	Project Professional	22-AUG-14	6.00	44.00	264.00	
Bernhardt, Mary E	Project Support	01-AUG-14	1.00	26.65	26.65	
Brimm, Robert C	CAD/GIS Operator	15-AUG-14	4.00	35.10	140.40	
Chumbley, Craig A	Staff Professional	15-AUG-14	1.00	39.47	39.47	
Lentz, Robert L	Senior Professional	01-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	08-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	15-AUG-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	22-AUG-14	2.00	85.56	171.12	
Wiele, Larry E	Project Professional	01-AUG-14	4.00	54.18	216.72	
Wiele, Larry E	Project Professional	08-AUG-14	2.00	54.18	108.36	
Wiele, Larry E	Project Professional	15-AUG-14	8.00	54.18	433.44	
Wiele, Larry E	Project Professional	22-AUG-14	15.00	54.18	812.70	
Total Labor Multiplier			62.50		3,133.20	3,133.20

OverHead Markup 4,623.34
 Labor CPFF Total 7,756.54

Reimbursable				
Expenditure Type	Employee/Vendor Name	Date	Inv Number	Billed Amt
Repro, Photo & Blueprint	ARC	12-AUG-14	11301ARC081214	17.89
Total Reimbursable				17.89

Lump Sum		
Description		Billed Amt
Fixed Fee Labor		1,008.35
Total Lump Sum		1,008.35

Project Total : Grimes-NW Transportation Corridor Feasibility Study 8,782.78

Invoice Summaries	
Total Current Amount :	8,782.78
Retention Amount :	0.00
Pre-Tax Amount :	8,782.78
Tax Amount :	0.00
Total Invoice Amount :	8,782.78

Billing Summaries

Billing Summary	Current	Prior	Total	Limit	Remain
Billings	8,782.78	84,029.67	92,812.45	376,900.00	283,087.55
Billing Total :	<u>8,782.78</u>	<u>84,029.67</u>	<u>92,812.45</u>		



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

Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37468241
Invoice Period Covered: 7/26/14 through 8/22/14
Consultant Job No. 60301188

Date: August 26, 2014
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	\$ 25,916.80	\$ 3,133.20
Overhead	\$ 162,519.65	\$ 39,120.55	\$ 4,623.34
Direct Expenses			\$ -
Mileage	\$ 1,525.50	\$ 520.11	\$ -
Copies	\$ 780.00	\$ 131.47	\$ 17.89
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 17,652.39	\$ -
LT Leon Associates	\$ 9,000.00	\$ 1,016.28	\$ -
Estimated Actual Costs	\$ 341,335.35	\$ 84,357.60	\$ 7,774.43
Subtotal Rounded	\$ 341,300.00		\$ -
Fixed Fee	\$ 34,600.00	\$ 8,454.85	\$ 1,008.35
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 92,812.45	\$ 92,812.45	\$ 8,782.78
Remaining Authorized Balance	\$ 283,087.55		
Labor Hours (Prime)	1,988.00	511.25	62.50

Air Cleaning Technologies, Inc.

221 Oak Street Bonner Springs, KS 66012-1028
Ph. 913-422-0091 Fax: 913-422-0093
www.aircleaningtech.net

Providing Clean Air in the Workplace!

Sales Quotation

Jim Khrose, Fire Chief
Johnston FD
6015 N.W. 62nd
Johnston, IA 50131
Phone: (515) 276-5182
jkrohse@ci.johnston.ia.us

Salesperson: Rory Smith

Quote Number: 202327

Date 5/18/2013

Quote Expires on: 8/16/2013

Mfgr.	Part #	Description	Price	Qty	Extend
		Removal of Plymovent Exhaust System at Johnston Fire Station			
		Fuel, trailers, scissor lifts & labor to remove complete Plymovent exhaust system at old fire station. Deliver equipment to Grimes Fire station.	\$2,300.00	1	\$2,300.00
		Installation of Plymovent system in Grimes Fire Station. - Installation of tracks in front 5 bays & one vehicle in back - Additional spirial duct-work needed. - Install fan outside back wall (west side)	\$9,500.00	1	\$9,500.00
		Not Including: - Electrical Connection on Fan or OS3 Control Box to electrical panel - Tailpipe Modifications - Air Compressor (existing one at Grimes station is small portable)			

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Date: ____/____/____ P.O. #: _____

Sub-Total	\$11,800.00
Tax	
Total	\$11,800.00

P.O. No. _____

13854

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Air Cleaning Technologies, Inc.
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Install Plymovent Exhaust System</u>			<u>\$ 11,800</u>

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Fire Rescue

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 8-29-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown [Signature] 9-5-14
Kelley L. Brown City Administrator/Clerk Date

Council Approval date: (if over \$2500)

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



August 28, 2014

Duane Lass
Kirkham Michael
11021 Aurora Ave
Urbandale, IA 50322

Prairie Business Park Plat 1 - Preliminary Plat
FOX Ref No: 8630-08R.210

Thank you for submitting your project for review. The City of Grimes is committed to assisting you with the completion of this project. FOX Engineering and the City Staff have completed the second review of the Preliminary Plat submitted on August 27, 2014. Please note the following comments:

1. 166.08, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan.
 - a. As discussed, please submit an amendment to the Site Plan SWMP.
 - b. Please note that the storm water retention basin shall be utilized as a surface water flowage easement to handle surface drainage from existing contributing properties. While not required, it is possible that this pond could be developed into a regional detention facility since the pond was oversized.
2. 166.08, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan. Note that the sanitary sewer was sized to service the Loots property to the south
3. 166.08, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan. A 12" water main is being proposed along the east side of S. James as per the Comprehensive Plan. There is an existing 12" water main along the north side of SE 37th Street.
4. 166.08, FOX Engineering has reviewed the proposed major streets within this development in relation to the Comprehensive Plan. The responsible for construction of future SE 46th Street (31-ft roadway) will be as per the proposed Developer's Agreement. The City is investigating options for widening S. James Street and SE 37th Street. The responsibility of the costs of these improvements is not known.
5. 166.08, FOX Engineering has reviewed the proposed bike paths and sidewalks within this development in relation to the Comprehensive Plan. There is an existing 10-ft trail along S. James Street. It is possible that the future widening of S. James Street will keep the 10-ft trail along the east side to match Urbandale's trail connection. There is a proposed 5-ft walk along the south side of SE 37th Street.
6. Please revise the location of the 10-ft PUE along S. James Street to match the Final Plat.

PRELIMINARY PLAT SCHEDULE:

PLANNING & ZONING:	September 2 nd at 5:30 PM at the Grimes City Hall
COUNCIL MEETING:	September 9 th at 5:30 PM at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

John Gade, P.E.

John Gade, P.E.

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



August 28, 2014

Duane Lass
Kirkham Michael
11021 Aurora Ave
Urbandale, IA 50322

Prairie Business Park Plat 1 – Final Plat

FOX Ref No: 8630-08R.230

FOX Engineering with assistance from David Schneider, PLS, has completed the second review for the Prairie Business Park Plat 1 - Final Plat. Please address the following comments:

1. Prior to final approval of the Final Plat 1, the proposed Developer's Agreement shall be approved by City Council.
2. A Surface Water Flowage easement shall be added to Outlot A to clarify that off-site drainage flows through the pond.
3. The City Attorney has yet to complete their opinion of the plat.
4. 166.09.09, the following shall also be attached to and accompany the Final Plat:
 - a. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
 - b. 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.
 - c. Please submit revised easement descriptions for:
 - i. PUE's
 - ii. Storm Sewer & Surface Water Flowage Easement (Outlot A)
 - iii. Water Main
5. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city. The City Engineer shall review the cost estimates for all improvements to verify the bond amount. Note that the City will not accept the final plat until all improvements (this includes temporary and permanent seeding/stabilization) have been installed unless a performance bond or letter of credit is submitted to the City of Grimes (all Punchlist Items shall be addressed). Prior to the City releasing the resolution, all public improvements shall be completed and accepted by the City. All City invoices shall be paid prior to release of the final plat.
6. 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.
7. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
 - a. Signed PDF
 - b. 1 Mylar - Signed
 - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
 - d. Filing - The Developer files the plat once the City releases the resolution.

FINAL PLAT SCHEDULE:

PLANNING & ZONING: September 2, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 9, 2014 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.

John Gade, P.E.

John Gade, P.E.

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



August 28, 2014

Keith Weggen
Civil Design Advantage L.L.C.
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111

Joy Ride Transport – Site Plan
3105 SE Miehle Drive
FOX P.N. 8630-04K.249

FOX Engineering has completed the second review of the site plan for Joy Ride Transport, as emailed to FOX Engineering dated August 27, 2014 and offer the following comments:

Site Plan – Dimension Plan – Sheet C2.1

1. It appears that there is a “broken” dimension (8.35') for the southern sidewalk.

Elevation Plan

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

Stormwater Management Plan

3. FOX has yet to conduct a second review of the Storm Water Management Plan. Comments will be submitted under separate cover.

Stormwater Pollution Prevention Plan

4. FOX has yet to conduct a review of the SWPPP. Comments will be submitted under separate cover.
5. Please submit a completed City of Grimes Grading/Certification form.
6. Please submit a NPDES Permit for the grading of this site when it become available.

Post Construction Stormwater Agreement

7. FOX has yet to conduct a review of the Post-Con agreement. Comments will be submitted under separate cover.

SITE PLAN SUBMITTAL SCHEDULE:

PLANNING & ZONING: September 2, 2014 at 5:30 at the Grimes City Hall

COUNCIL MEETING: September 9, 2014 at 5:30 at the Grimes City Hall

Please provide a pdf of the revised site plan. Once all comments are addressed, submittal of one signed pdf and six signed full sized site plans, along with a pdf and hard copy of the stormwater management plan will be required.

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

FOX ENGINEERING ASSOCIATES, INC.

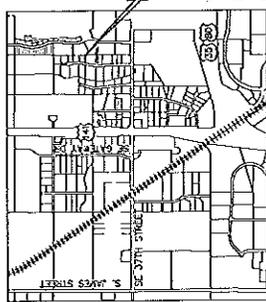
Mitch Holtz, P.E.

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

SITE PLAN FOR: JOY RIDE TRANSPORT

3105 SE MIEHE DRIVE
GRIMES, IOWA

VICINITY MAP
NOT TO SCALE



INDEX OF SHEETS

NO.	DESCRIPTION
CS-1	COVER SHEET
CS-1.1	TOPO SURVEY/DEMOLITION PLAN
CS-1.2	DIMENSION PLAN
CS-1.3	GRADING PLAN
CS-1.4	UTILITY PLAN
CS-1.5	DETAILS
L-1.1	LANDSCAPE PLAN
A-1	FLOOR PLAN
A-5	ELEVATIONS

GENERAL LEGEND

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	PIPE HYDRANT
COVER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASEMENT	STORM SEWER MANHOLE
TEMPORARY EASEMENT	STORM SEWER SINGLE INTAKE
TYPE SW-201 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-203 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-301 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-303 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-401 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-402 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-403 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-404 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-405 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-406 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-407 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-408 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-409 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-410 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-411 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-412 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-413 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-414 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-415 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-416 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-417 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-418 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-419 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-420 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-421 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-422 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-423 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-424 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-425 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-426 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-427 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-428 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-429 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-430 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-431 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-432 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-433 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-434 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-435 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-436 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-437 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-438 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-439 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-440 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-441 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-442 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-443 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-444 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-445 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-446 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-447 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-448 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-449 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-450 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-451 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-452 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-453 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-454 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-455 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-456 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-457 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-458 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-459 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-460 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-461 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-462 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-463 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-464 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-465 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-466 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-467 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-468 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-469 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-470 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-471 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-472 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-473 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-474 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-475 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-476 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-477 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-478 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-479 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-480 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-481 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-482 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-483 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-484 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-485 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-486 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-487 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-488 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-489 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-490 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-491 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-492 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-493 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-494 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-495 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-496 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-497 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-498 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-499 STORM INTAKE	STORM SEWER MANHOLE
TYPE SW-500 STORM INTAKE	STORM SEWER MANHOLE

PROPOSED LAND USE

OFFICE

DEVELOPMENT SUMMARY

SITE AREA:	1.22 ACRES (53,324 SF)
BUILDING USE:	1,827 SF
OFFICE:	3,000 SF
WASH BAY:	3,000 SF
REAR YARD:	100 SF
PERVIOUS AREA:	33,309 SF (62%)
IMPERVIOUS AREA:	20,015 SF (38%)
OPEN SPACE REQUIRED:	5,332 SF (10%)
OPEN SPACE PROVIDED:	14,119 SF (26%)
PARKING REQUIRED:	5 SPACES (916.3 SF)
OFFICE (ONE OF 2):	1 SPACE
WASH BAY (1 SPACE/2,000 SF OF GFA):	2 SPACES
PARKING PROVIDED:	8 SPACES
STANDARD SPACES:	48 SPACES
ACCESSIBLE SPACES:	21 SPACES

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = SEPTEMBER 2014
ANTICIPATED FINISH DATE = JUNE 2015

SUBMITTAL DATES

SITE PLAN SUBMITTAL #1: 08/13/14
SITE PLAN SUBMITTAL #2: 08/27/14

OWNER/APPLICANT

JOY RIDE TRANSPORT, INC.
3105 SE MIEHE DRIVE, SUITE 0
GRIMES, IOWA 50111
PH: (515) 309-4410

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DR., SUITE 0
GRIMES, IOWA 50111
PH: (515) 309-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
3405 SE CROSSROADS DR., SUITE 0
GRIMES, IOWA 50111
PH: (515) 309-4410

PROJECT SITE ADDRESS

3105 SE MIEHE DRIVE

LEGAL DESCRIPTION

LOT 3, CROSSROADS BUSINESS PARK OF GRIMES PLAT 1,
CONTAINING THE HEREIN DESCRIBED

ZONING

M-2, UPGT INDUSTRIAL DISTRICT

DATE OF SURVEY

JULY 2014

BENCHMARKS

ONE BENCHMARK ON HYDRANT @ ENTRANCE TO
CIVIL DESIGN ADVANTAGE, LLC
ELEVATION=841.00
ONE BENCHMARK ON HYDRANT @ OWNER OFFICE
ELEVATION=841.00

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THE SURVEYOR. THE SURVEYOR HAS MADE A REASONABLE ATTEMPT TO LOCATE ALL UTILITIES IN THE AREA. OTHER UTILITIES MAY BE PRESENT THAT THE SURVEYOR HAS NOT BEEN NOTICED OF. THE SURVEYOR HAS MADE A REASONABLE ATTEMPT TO LOCATE ALL UTILITIES IN THE AREA. THE SURVEYOR HAS MADE A REASONABLE ATTEMPT TO LOCATE ALL UTILITIES IN THE AREA.



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DR., SUITE 0, GRIMES, IOWA 50111
PH: (515) 309-4400 Fax: (515) 309-4410
PROJECT NO. 1407.372



1-800-292-8989
www.iowanonecall.com



THIS PROJECT REQUIRES AN IOWA LICENSE. CIVIL DESIGN ADVANTAGE, LLC AND CITY OF GRIMES GRADING PERMITS. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE CIVIL ENGINEER WILL BE RESPONSIBLE FOR OBTAINING THE PERMITS. CIVIL DESIGN ADVANTAGE, LLC IS NOT RESPONSIBLE FOR PROVIDING THE SWAMP THROUGHOUT CONSTRUCTION AND MAINTENANCE LOCAL, STATE AND FEDERAL REQUIREMENTS.

FULL CONSTRUCTION AND RECORDS DRAWINGS. ALL ACCESS POINTS OF THE SANITARY SEWER WILL BE LOCATED BY FIELD SURVEY AND RECORDS OBTAINED BY THE SURVEYOR.

THE MOST RECENT EDITION OF THE IOWA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/13/14

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/27/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/13/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/27/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/13/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/27/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/13/14

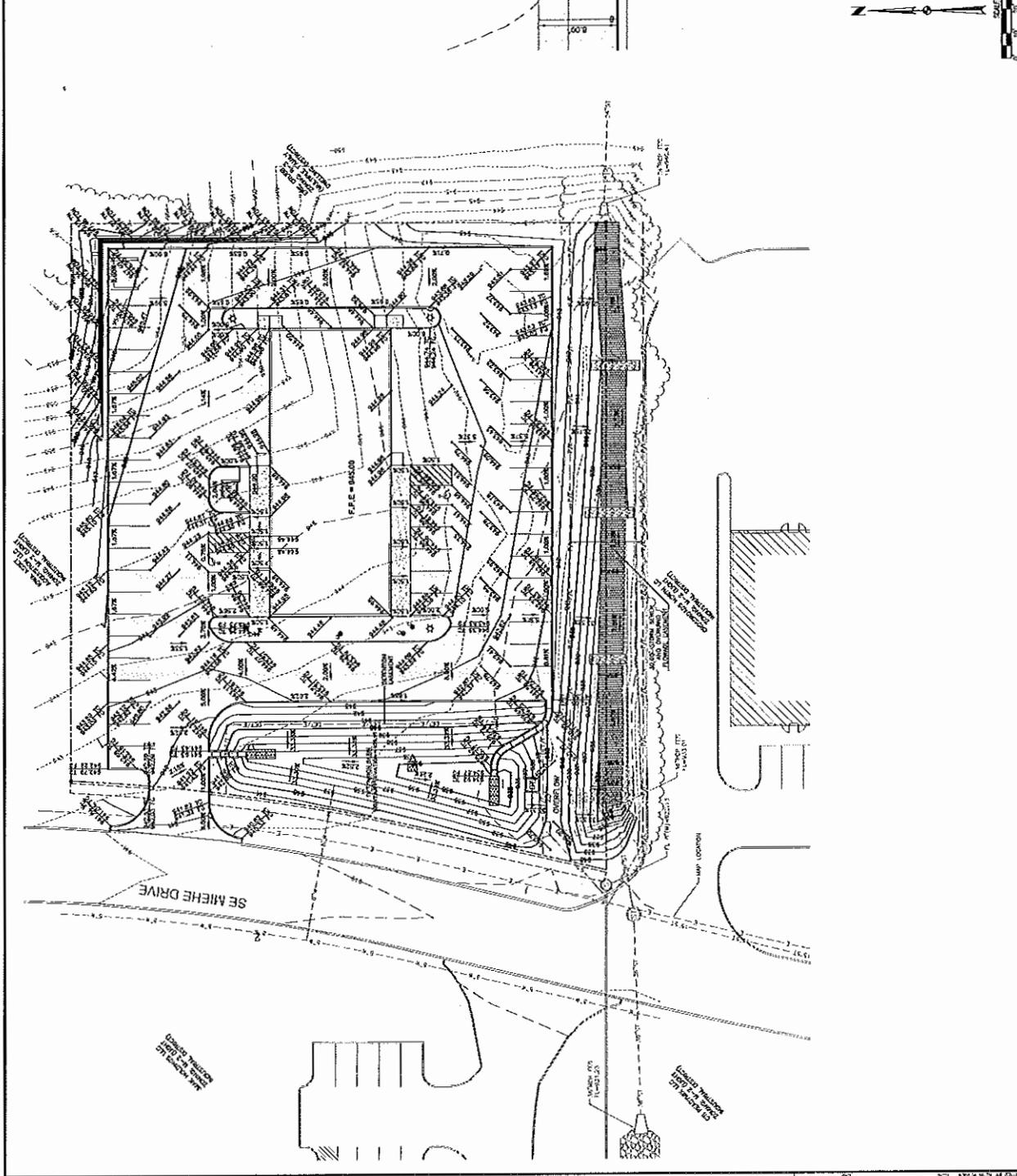
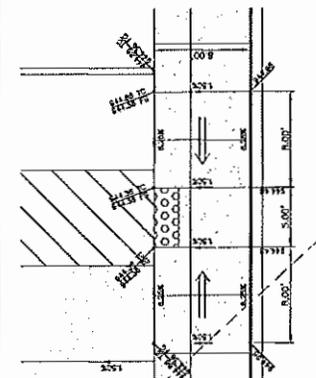
I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

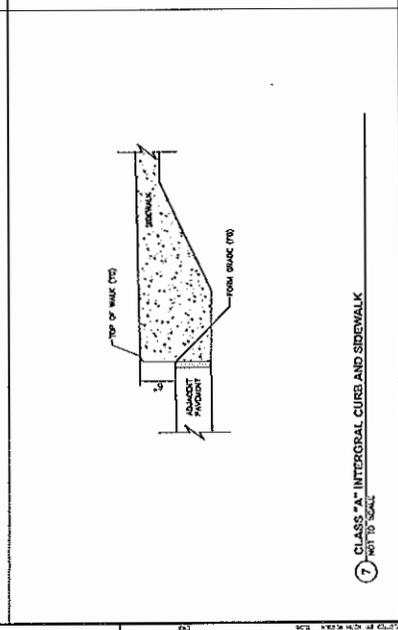
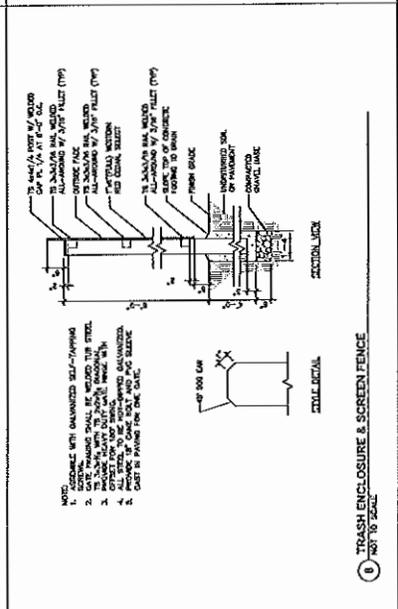
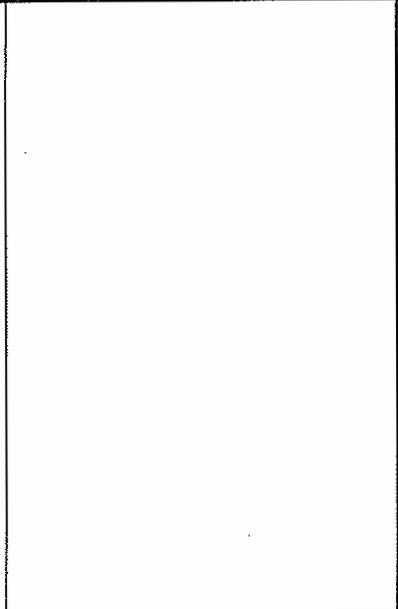
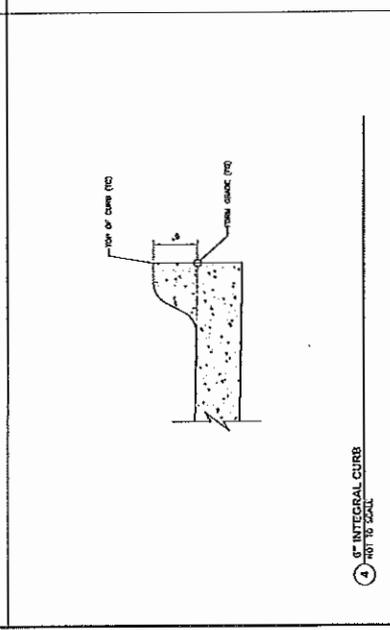
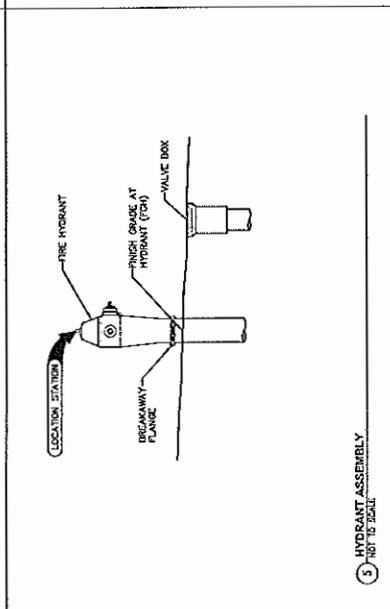
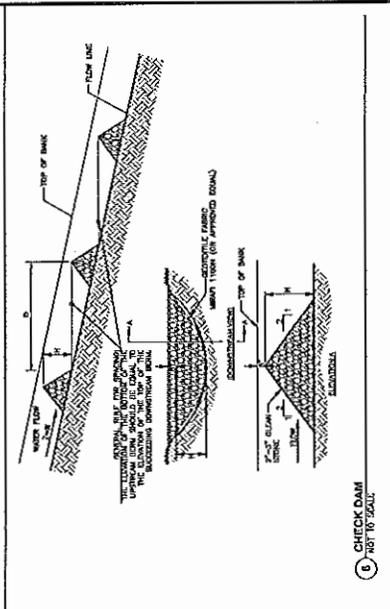
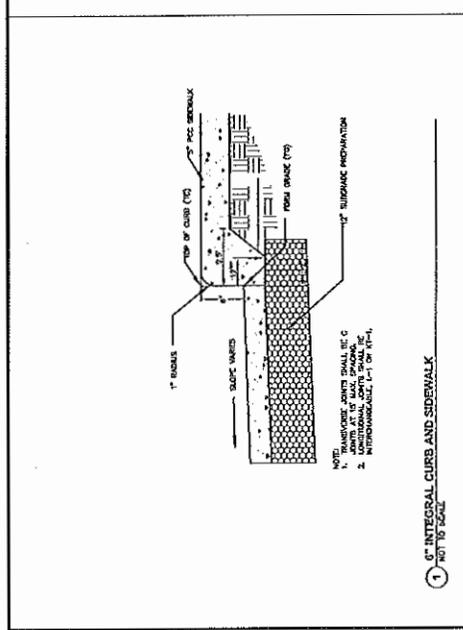
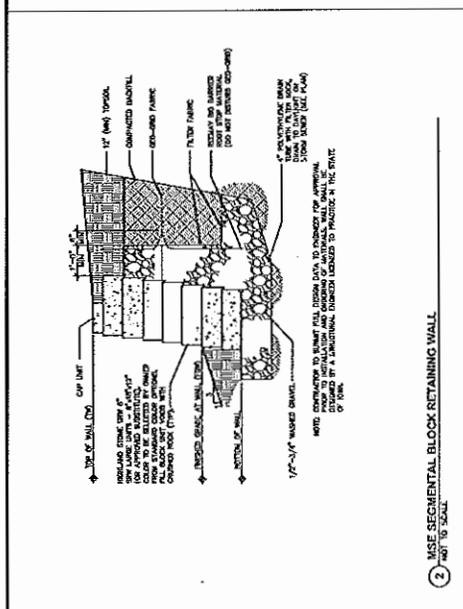
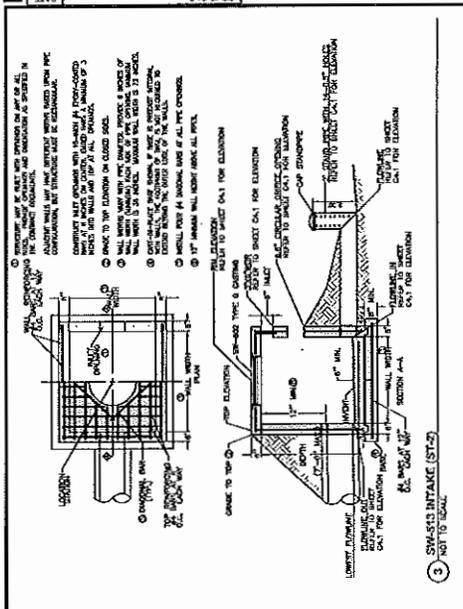
DATE OF SHEETS COVERED BY THIS SEAL: 08/27/14

I HEREBY CERTIFY THAT THE PORTION OF THIS ENGINEERING DOCUMENT COVERED BY THIS SEAL WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

DATE OF SHEETS COVERED BY THIS SEAL: 08/13/14

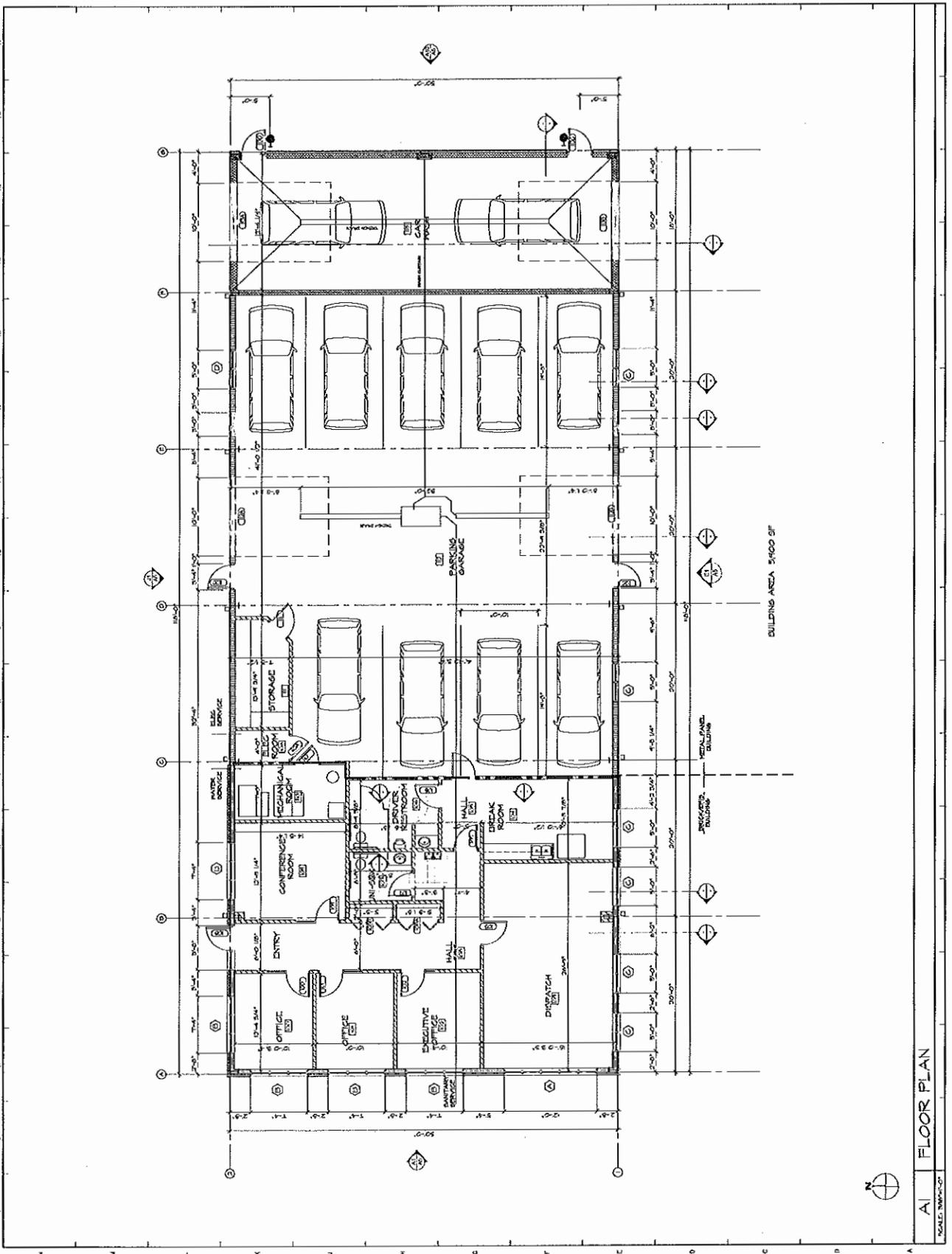
- GRADING NOTES**
1. PRIOR TO ANY GRADING, A COPY OF THE IMPACT PERMIT SHALL BE OBTAINED FROM THE CITY OF GRAYES, IOWA. THE GRADING CONTRACTOR SHALL OBTAIN ALL NECESSARY MATERIAL, THE TOP OF WHICH IS TO BE DETECTED AND RECORDED AFTER GRADING IS COMPLETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SUFFICIENT WORK STOPPAGE TO THE CITY.
 2. DIMENSIONS SHALL BE IN ACCORDANCE WITH THE MOST RECENT CITY ORDINANCES, THE IOWA DEPARTMENT OF TRANSPORTATION AND ALL CITY ORDINANCES.
 3. ALL EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION SURFACES UNLESS OTHERWISE NOTED.
 4. ALL SPOT ELEVATIONS ARE TO BE GRADED TO OR TOP OF FINISHED GRADE UNLESS OTHERWISE NOTED.
 5. SLOPES SHALL BE UNIFORM TO AVOID POOR DRAINAGE AWAY FROM THE STRUCTURE.
 6. THE CONSTRUCTION LIMITS AND ELEVATIONS SHOWN ON THE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 7. THE CONTRACTOR SHALL APPLY NECESSARY MAINTENANCE CONTRACTS TO PREVENT STORM WATER POLLUTION PREVENTION PLAN FOR THE PROJECT.
 8. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GRADING CONTRACTOR'S DESIGN AND THE MAINTAIN CONSTRUCTION RECORDS ON ALL PAVED WALKWAYS. ALL WALKWAYS TO HAVE CLOSE MAINTAINANCE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SHOWN ON THE PLANS.
 9. THE GRADING OF THE DISTURBED FACILITY AND INSTALLATION OF THE DISTURBED FACILITY SHALL BE IN ACCORDANCE WITH THE CITY OF GRAYES TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.







The portion of the building section depicted here has been prepared under the direct supervision and responsible charge of the undersigned. It is hereby certified that the work shown herein was done by the undersigned or under his direct supervision and that he is a duly Licensed Professional Engineer in the State of Iowa. The undersigned is duly registered in the State of Iowa under No. 2004-20. The undersigned is duly registered in the State of Iowa under No. 2004-20. The undersigned is duly registered in the State of Iowa under No. 2004-20.



A1 FLOOR PLAN
 SCALE: 1/8"=1'-0"

Joy Ride

Transpor:

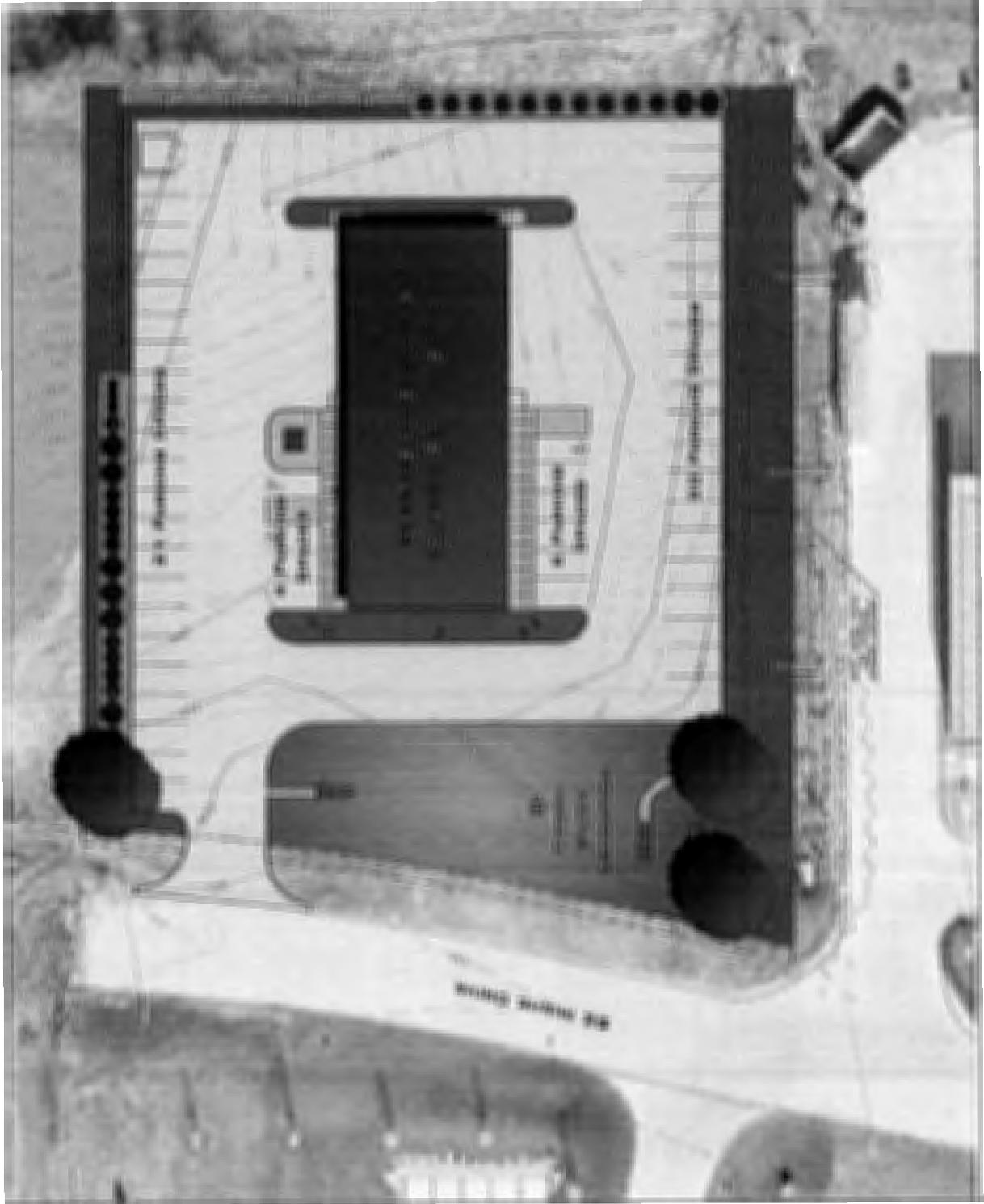
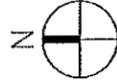
3105 SE MIEHE DRIVE
GRIMES, IOWA
SEPTEMBER 2, 2014



CIVIL DESIGN ADVANTAGE
ENGINEERS, SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS



ENVIRONMENTAL DESIGN GROUP, LTD.



ORDINANCE NO.635

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, AN **ELECTRIC SYSTEM** AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called the "Company," and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be done in accordance with current nationally accepted safety and utility industry standards and federal and state law, rules and regulations.

Section 5. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street

or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley of such street or alley. The City and the Company shall work together to develop a suitable alternative route or construction method so as to eliminate or minimize the cost and expense to the company of relocation of company installations. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of the relocation plan and profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and the Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the condition as existed prior to the Company excavation. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition required for the City to comply with city, state or federal rules, regulations or law. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 8. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten (10) years.

Section 9. Pursuant to relocation of Company facilities as may be required by Sections 3, 5, 6, 7 and 8, if the City orders or requests the Company to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way. The Company and City recognize the information provided will, under current Iowa law, constitute public records, but that nonetheless, some information provided will be confidential under state or federal law or both. Therefore, the City shall not release any information with respect to the location or type of equipment which the Company owns or controls in the right of way which may constitute a trade secret or which may otherwise be protected from public disclosure by state or federal law. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 12. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 13. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company's tariff and made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Company receiving service, pursuant to the Tariff, located within the corporate limits of the City and remitted by the Company to the City, a franchise fee of _____ percent from each customer of the gross

receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of electric energy to customers within the corporate limits of the City;

Section 15. The City may, as allowed by Iowa law, exempt customer classes of sales from imposition of the franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions to customer classes in compliance with Iowa law and Section 16 of this ordinance. The City does therefore exempt the customer classes or customer groups shown below franchise fees.

- **Customer classes initially exempted by the City: City Accounts**

Section 16. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than 60 days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 17. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following 90 days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 18. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting

franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June
- July, August and September, and
- October, November and December

The Company shall provide City with notice at least thirty (30) days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell electricity at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling electricity at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of electricity within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of

final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefore under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.
2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A Party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this

ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of the Company's acceptance. In the event that the Company does not file its written acceptance of this ordinance within 30 days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior electric franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2014.

CITY OF GRIMES, IOWA

By:

Thomas M. Armstrong, Mayor

ATTEST:

(OFFICIAL SEAL)

Rochelle Williams, City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk

ORDINANCE NO. 636

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. If the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City shall select said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and

profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees at its cost or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities as may be required by Sections 3, 4, 5, 6 and 7 of this Ordinance, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, the City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. Pursuant to the tariff, there is hereby imposed upon the Company a franchise fee of _____ percent (___ %) upon gross revenue of the Company, minus uncollectible accounts, derived from the distribution, transmission and retail sale of natural gas by the Company to customers within the corporate limits of the City. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. The City may, as allowed by Iowa law, exempt customers of sales from imposition of the

franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions in compliance with Iowa law and Section 17 of this ordinance. The City does therefore exempt the customer classes in Section 14 from paying franchise fees.

- **Customer classes exempted by the City at time of imposing a franchise fee percentage greater than zero (0) percent:**

Section 16. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 17. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than 60 days after receiving annexation ordinances from the City.

Section 18. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than sixty (60) days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of

franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June
- July, August and September, and
- October, November and December

MidAmerican shall provide City with notice at least 30 days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell natural gas at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling natural gas at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of natural gas within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of

its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefor under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.
2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. Upon implementation of a franchise fee the City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge Company right of way management fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ___th day of _____ 2014.

CITY OF GRIMES, IOWA

By: Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk



ORDINANCE #634

AN ORDINANCE ADDING CHAPTER 27 FOR THE ESTABLISHMENT OF A TREE BOARD

SECTION 1. Purpose. The purpose of this Ordinance is to add Chapter 27 Tree Board to the Grimes Code of Ordinances.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 27 shall be added and will read as follows:

CHAPTER 27

TREE BOARD

<u>27.01 Board Created</u>	<u>27.05 Meetings and Reports</u>
<u>27.02 Organization</u>	<u>27.06 Duties</u>
<u>27.03 Election of Officers</u>	<u>27.07 Written Reports</u>
<u>27.04 Powers and Duties of Officers</u>	<u>27.08 Tree List and Tree Guidelines</u>

27.01 BOARD CREATED. A Tree Board is hereby created to accomplish the following purposes:

(A) Serve in an advisory capacity to the city council, regarding the growth and development of the tree programs in the City of Grimes.

(B) Recommend to council programs, policies and ordinances that will benefit and promote the standards necessary to become a Tree City USA.

(C) Seek to promote close cooperation between the city and all private citizens, institutions, agencies and associations interested in the establishment of a healthy balance of different types of trees and the benefit of trees in the improvement of the natural environment.

27.02 ORGANIZATION.

1. The Board shall consist of seven (7) members appointed by the Mayor, five of which shall be qualified electors of the city, the Park & Recreation Director or his/her designee and one person with specific expertise in the area of tree care and maintenance (Arborist) or his/her designee for overlapping four-year terms with the expiration of the terms staggered for a four-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor and the Board members so appointed shall

serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.

2. Qualifications are that the Board Members are required to possess a vital interest in the care and maintenance of trees by application for the position and recommendation by a citizen of Grimes.

3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.

4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the City Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

27.03 ELECTION OF OFFICERS.

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.

2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute and election, providing a quorum is present.

3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

27.04 POWER AND DUTIES OF OFFICERS.

1. Chairperson. The duties of the Chairperson shall be:

A. To preside over all meetings of the Board.

B. To call special meetings.

C. To represent or designate a representative of the Board at public affairs.

D. To act as the liaison between the Board and the City Council.

E. To vote only in the case of a tie.

2. Vice Chairperson. The duties of the Vice Chairperson shall be:

City of Grimes
101 N. Harvey
Grimes, Iowa 50111
Phone 515.986.3036 fax 515.986.3846

A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.

B. To vote on Board action.

C. To perform other duties as assigned.

3. Secretary. The duties of the Secretary shall be:

A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.

B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.

C. To notify Board members and others entitled to be informed of any special meetings.

D. Other duties as assigned.

27.05 MEETINGS AND REPORTS.

1. Regular meetings of the Board shall be at monthly intervals.

2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than one (1) day notice of such meeting.

3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.

4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the City Council.

5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (four members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

27.06 DUTIES. The Board shall have the following powers and responsibilities:

(1) The Tree Board shall have the authority to establish certain guidelines for the care, preservation, trimming, planting, replanting, removal, or disposal of trees and other

landscape plantings within street rights-of-way, parks and public places to ensure safety and to preserve and enhance the aesthetics of such public places. The guidelines developed by the Tree Board will be presented to the City Council and upon acceptance and approval shall constitute the official guidelines for the City. The Tree Board, when requested by the Council or as needed, shall review and update these guidelines and make findings and recommendations to the Council for their consideration. Should a dispute regarding the applicability of the guidelines to a particular situation arise, the aggrieved party shall have thirty days to appeal the decision of the Tree Board to the Council.

(2). The Tree Board shall serve as an advisory resource for City officials and staff, and for the community at large, by providing information, education, recommendations and support to promote practices which will lead to a healthy urban forest (both public and private) and desirable public landscaping throughout the City.

(3) In accordance with the administrative policies and procedures established by the city administrator, the Tree Board may solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either operating expenses or purchase of materials, buildings or property.

(3) The Tree Board shall, with the approval of the city administrator, on behalf of the council, coordinate community tree maintenance activities that employ the leisure time of the citizenry in a constructive and wholesome manner.

(4) The Tree Board shall prepare, submit and review on an annual basis with the city administrator, recommendations to the council for a five-year capital improvements plan.

(5) The Tree Board shall submit on October 1 of each year a progress report to the city council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of the Tree Board officers.

(6) The Tree Board, at the direction of the city council, shall study, hold public hearings and submit reports on any topics pertaining to tree development planning that the city council deems appropriate.

(7) The Tree Board shall forward recommendations to the city administrator, on behalf of the council, with regards to the tree plantings in the right or ways.

(8) The Tree Board shall ensure that the City of Grimes has qualified for and maintains the designation of Tree City USA with the initial designation being no later than January of 2016.

(9) The Tree Board shall develop and maintain a tree inventory of all of the species of trees in the City of Grimes

(10) The Tree Board shall develop an Emerald Ash Borer mitigation plan and proposed budget. Said plan and budget shall be submitted to the City Administrator for review and consideration by the Grimes City Council. Said initial plan shall be developed no later than March of 2015.

(11) The Tree Board shall develop an Urban Tree Management Plan for the City of Grimes. Said initial plan shall be developed no later than October of 2015.

27.07 WRITTEN REPORTS. The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

27.07 TREE LIST. It shall be the duty and responsibility of the City Tree Board to establish a list of acceptable tree species to be planted in the public right-of-way and to provide such list to the Clerk for public inspection and copying. The Board shall have the authority, from time to time, to update and amend said list.

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

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

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

Passed by the City Council and approved by the City Council on this _____ day of _____, 2014

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk