

1. Agenda

Documents:

[052620 CC AGENDA.PDF](#)

2. Meeting Materials

Documents:

[052620 CC PACKET.PDF](#)

Grimes City Council Agenda

Grimes City Hall
101 NE Harvey Street
Grimes, Iowa 50111
Phone | 515.986.3036
www.grimesiowa.gov

Mayor | Scott Mikkelsen
City Council | Jill Altringer, Eric Johansen,
Andy Borcharding, David Gisch, Ryan Burger

Mission Statement

The mission of Grimes City Government is to provide excellent/exceptional city services and facilities in a financially responsible and community-friendly manner through a high performing city team that result in adding value to resident's lives.

Electronic Meeting as Provided Under Iowa Code, Chapter 21*

*Please note that this Grimes City Council Meeting will be an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The public is welcome and encouraged to attend and participate in this meeting by either internet or phone as follows:

1. Internet- Meeting attendance may be obtained by "Join Zoom Meeting". Simply enter the following internet address and ID:

Join Zoom Meeting
<https://zoom.us/j/93707894867>

Meeting ID: 937 0789 4867

2. By Phone: 877 853 5257 US Toll-free.

3. Public Comment : If you would like to address the City Council during the Public Comment portion of the meeting, please contact the City Clerk by 4:30 p.m. on the date of the meeting by email at rwilliams@grimesiowa.gov with your name and address. The Mayor will recognize you for 3 minutes of comment, and your microphone will be turned on.

4. Hearing Assistance: If you are hearing impaired, Grimes will provide a sign language communicator on the internet Zoom meeting video presentation upon request. Please contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov to request this service 24 hours in advance of the meeting.

For any additional assistance or questions in attending the meeting, please call 515-986-3036 from 8 a.m. to 5 p.m., or contact the Grimes City Clerk Rochelle Williams by email at rwilliams@grimesiowa.gov.

Meetings will be recorded

AGENDA ITEMS FOR MAY 26, 2020 AT 5:30 PM AT GRIMES CITY HALL

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda

4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)

- A. Minutes from previous meeting
- B. Wulfekuhle Injection & Pumping Inc. quote \$39,961.83
- C. Resolution 05-1020 Personnel Transactions
- D. Municipal Supply Inc. \$13,291.22
- E. Resolution 05-1320 Authorizing Mayor to Execute and Submit Annexation Application
- F. Alcohol Licenses
 - a. Aldi #109 New Class C Beer Permit with Sunday Sales
 - b. Kum & Go #141 Renewal of Class E Liquor License with Sunday Sales
 - c. Kum & Go #237 Renewal of Class E Liquor License with Sunday Sales
 - d. Casey's General Store #2520 Renewal of Class E Liquor License with Sunday Sales
 - e. Pour Choices adding Outdoor Services to existing license
- G. Pay Request for Professional Services
 - a. Pay #6 to HR Green for the SE 37th Street @ Highway 141 Reconstruction \$19,707.85
 - b. Pay Request #4 to Civil Design Advantage for Concept Planning – WRA Sanitary Sewer Connection \$12,283.11
 - c. Allender Butzke Engineers Inc. for Concrete Testing and Observation Grimes 1.5 MG Water Tank \$1,688.45
 - d. Allender Butzke Engineers Inc for Concrete Testing and Observation Grimes Reverse Osmosis Water Treatment Plant \$420.20
 - e. Allender Butzke Engineers Inc for Density Testing Compacted Fills for Grimes Reverse Osmosis Water Treatment Plant \$857.75
 - f. Allender Butzke Engineers Inc for Special Inspection for Grimes Reverse Osmosis Water Treatment Plant \$341.70
 - g. Allender Butzke Engineers Inc for Concrete Testing and Observation for Grimes Reverse Osmosis Water Treatment Plant \$375.60
 - h. Allender Butzke Engineers Inc for Concrete Testing and Observation for Grimes 1.5 MG Water Tank \$1,325.95
 - i. Allender Butzke Engineers Inc. for the Special Inspections for Grimes Reverse Osmosis Water Treatment Plant \$211.70
 - j. Allender Butzke Engineers Inc for Density Testing Compacted Fills for Grimes Reverse Osmosis Water Treatment Plant \$255.95
 - k. Allender Butzke Engineers Inc for Concrete Testing and Observation for Grimes 1.5 MG Water Tank \$997.15
 - l. Payment #6 McClure Engineering Company for New 1.5 MG Elevated Storage Tower – Construction Phase \$14,840.00
 - m. Payment #7 McClure Engineering Company for Reverse Osmosis Treatment Plant Phase 1 \$59,753.25
 - n. Whitfield and Eddy Law \$18,287.50
- H. Pay Requests:
 - a. Concrete Technologies, Inc for SE 37th Street @ Highway 141 \$240,793.67
- I. Software and Professional Services Agreement
- J. Reliant Gases \$6,093.60
- K. Claims Report

5. Update from Polk County Supervisor Robert Brownell

PUBLIC FORUM

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

PUBLIC AND COUNCIL AGENDA ITEMS

Council may consider and potentially act on the following Public Agenda items

- A. Resolution 05-1120 Setting a Public Hearing for Consideration of 80/20 Annexation for July 14, 2020 at 5:30 pm.
- B. M-Keds Plat 2, Lot 2 Site Plan
- C. Resolution 05-1420 Approving Hope Commercial Plat 2 – Final Plat
- D. Brookefield Estates – Preliminary Plat
- E. Public Hearing and Resolution 05-0220 Action on Budget Amendment for Fiscal Year 2020
- F. Resolution 05-1620 28E Agreement for Operation and Maintenance of the Metropolitan Salt Storage Facility By and Between the Cities of Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill
- G. Resolution 05-1220 Setting the Date for the Sale of General Obligation Corporate Purpose Bonds, Series 2020A and authorizing the Use of a Preliminary Official Statement in Connection Therewith for June 9, 2020
- H. Resolution 05-1520 Authorizing the Renewal of the Agreement Between the City of Grimes Iowa and the City of Johnston Iowa for the Sharing of Administrative Resources and Equipment Supporting Fire and Emergency Medical Services

COUNCIL DISCUSSIONS

- 1. Mayor’s Report
- 2. City Staff’s Report
- 3. Council Reports

ADJOURNMENT

CITY COUNCIL MEETING
Tuesday May 12, 2020
Grimes City Hall 5:30 P.M.

*Please note that this City Council Meeting was held as an electronic meeting pursuant to Iowa Code Section 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting.

The regular meeting of the Grimes City Council was called to order by electronic meeting/Zoom on Tuesday May 12, 2020 at 5:32 P.M. Mayor Mikkelsen stated the meeting was being held electronically as provided under Iowa Code, Chapter 21.8 due to the national health emergency that makes it impossible or impractical for an in person meeting. The Pledge of Allegiance was led by Mayor Mikkelsen.

Roll Call: Present: Johansen, Gisch, Borcharding, Altringer, Burger

AGENDA ITEMS

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

Moved by Gisch, Second by Johansen, to approve the agenda.

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

CONSENT AGENDA

A. Minutes from previous meeting B. Resolution 05-0120 Setting a Public Hearing for an Amendment to the 2019-20 Budget C. Pay Requests and Change Orders: a. Pay Application #8 CB&I 1.5 MG Elevated Water Storage Towner \$222,347.59 b. Pay Application #5 to Shank Constructors for the Reverse Osmosis Water Treatment Plant \$757,739.00 c. Pay Application #7 to Concrete Technologies Inc for the SW County Line Road Improvements \$76,235.61 d. Pay Application #10 to Grosch Irrigation Company for the New Jordan Well \$32,301.19 e. Pay Application #7 to McAninch Corporation for Hope Commercial Plat 1 \$817,373.14 f. Change Order #3 to McAninch Corporation for Hope Commercial Plat 1 increasing contract \$5,143.10 g. Pay Application #21 to Concrete Technologies for the SE 37th @ Hwy 141 \$531,832.29 D. Professional Services a. Veenstra & Kimm, Inc. Engineering for WRA Connector \$11,490.30 b. Payment #9 Lee Chamberlin Consultant Engineers for SW County Line and SW 19th Street Improvements \$965.00 c. Payment #7 to Bolton and Menk, Inc for SW County Line Road Improvements Construction Services \$15,242.00 d. Nilles Associates \$22,710.00 review of Storm Water Management Plan and Storm Water Pollution Prevention Plan, MS4 Permit Management, Owner's SWPPP Inspection Services e. Pay Application #16 to Lee Chamberlin Consultant Engineers, Inc for City of Grimes GIS Program \$12,735.00 f. Pay Application #8 to Lee Chamberlin Consultant Engineers, Inc for the SE Trailridge Road and SE Little Beaver Drive Culvert Improvements \$5,532.50 g. Pay Application to Allender Butzke Engineers Inc for Grimes RO Water Treatment Plant and NW 18th Street and North James Street \$211.70 E. Accujet LLC \$18,112.00 F. Utility Refunds \$850.00 G. Municipal Supply Inc. \$13,394.00 H. Hawkeye Truck Equipment \$24,668.00 I. Christensen Development 1, LLC – Owners Rep Fee May 2020 - \$10,454.00 J. Resolution 05-0520 Consent to Improvements 1209 SW 7th Street K. Resolution 05-0620 Consent to Improvements 2004 NW Harvest Drive L. Landscape By Design \$12,819.65 for work at North Sports Complex M. USI Locating Services, LLC \$9,789.49 N. Hawkins, Inc \$7,753.60 water treatment chemicals O. Dude Solutions \$7,809.42 annual subscription Mobile 311 P. Resolution 05-0720 Financial Policies Q. Resolution 05-

0920 Agreement to Provide Utility Rate Consulting Services with Raftelis Financial Consultants, Inc. R. Finance Report S. Claims in the amount of \$5,823,799.40
Moved by Gisch, Second by Altringer, to approve the Consent Agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

PUBLIC FORUM None

PUBLIC AND COUNCIL AGENDA ITEMS

A. Resolution 05-0320 Approving the Collection of Solid Waste Services through Grimes' Membership in the Metro Waste Authority (MWA)

City Administrator Jake Anderson stated that in February, the Council had approved a Memorandum of Understanding (MOU) with Metro Waste Authority (MWA) to prepare a proposal for solid waste services as well as notifying Waste Connections, the current provider, that the contract would not be renewed. Anderson explained that before the Council tonight is a Resolution that approves the collection and hauling of solid waste via our membership in the MWA. He said this is accomplished by way of an amendment to a current contract that MWA has with Ankeny Sanitation. Anderson said that the city currently pays \$9.39 per household per month for residential curbside garbage collection and this proposal will reduce the City's cost per household per month to \$8.34. Leslie Irlbeck, Director of Public Affairs at Metro Waste Authority addressed the council stating details of the review process involved in determining the hauler that would best be able to meet the needs of the community with our growing population. Mike McCoy, Executive Director for Metro Waste Authority, also told the Council that of the various haulers approached for this contract, Ankeny Sanitation was the only hauler that would come in at the price requested. Council Member Altringer asked what the impact of this change would mean to the residents. Irlbeck said the change would take place on July 1st, with a rollout of new carts and collection of the old carts throughout the city prior to that. Irlbeck noted that Ankeny Sanitation has had a significant level of experience with these conversions and would be able to make the transition as smooth as possible. Irlbeck said that the most significant change the residents might notice would be the change from allowing unlimited bulk waste collections to limiting waste to the container and any additional needs would be served by providing greater education on alternative processes such as easy access to stickers, or taking materials directly to the transfer station in Grimes. Moved by Gisch, Second by Altringer, to approve Resolution 05-0320 for the Collection of Solid Waste Services thru Grimes Membership in the Metro Waste Authority.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

B. Resolution 05-0420 Approving Amended Development Agreement with Hope K. Farms LLC

Development Services Director Alex Pfaltzgraff addressed the Council stating that back in 2018, the city approved a Development Agreement with Hope K. Farms that included certain public improvements the City would construct and Hope K. Farms would subsequently refund the City for the costs. Pfaltzgraff said that on reviewing the agreement with legal counsel, it was determined that there is no need for the City to publicly bid and construction the improvements. He said the improvements can be constructed as part of the subdivision and platting process for the property. Pfaltzgraff stated that staff is recommending approval of the Amended Development Agreement, and no other changes were proposed.

Moved by Johansen, Second by Gisch, to approve Resolution 05-0420 amending the Development Agreement with Hope K. Farms LLC.

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

C. 1884 SE Destination Drive Site Plan

Pfaltzgraff stated that the Council approved a site plan in 2019 for construction of two buildings, to be phased over time for commercial flex space located at 1884 SE Destination Drive. Pfaltzgraff said that following the exterior cladding installation, staff noticed that the brick and masonry utilized in the construction was inconsistent with what was approved by Council. Pfaltzgraff noted that while the materials that were utilized are not to the same quality standard as what was proposed, they still meet minimum standards for construction in that zoning district. Pfaltzgraff stated that effective immediately, all building permits for projects that obtained site plan approval will be reviewed by the Planning Division and this will provide an opportunity for staff to ensure the approved plans are carried through to the permit process. He also stated that a pre-cladding inspection has been added to the list of required inspections for all projects that obtain a site plan approval which will allow for the planning staff to visually inspect the cladding materials once they arrive on site, but prior to installation. Mayor and Council expressed disappointment that the developer was not present to answer questions on how materials used were different than what was presented. General discussion regarding the minimum standards being met as well as appreciation for improved inspection practices being put in place to prevent similar situations in the future. The Council and Mayor thanked Pfaltzgraff for making changes to address the concern for the future.

Moved by Johansen, Second by Gisch, to approve the 1884 SE Destination Drive Site Plan Amendment. Roll Call: Ayes: Johansen, Gisch, Burger, Borcharding. Nays: Altringer. Motion passes: 5 to 1.

D. Third Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials

Anderson said there were not any new comments from the previous discussions.

Moved by Johansen, Second by Gisch, to approve the Third Reading of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials.

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

Moved by Johansen, Second by Gisch, to approve Final Passage of Ordinance 734 Adjusting Water and Sewer Rates and Collection of Recycling Materials.

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

E. Resolution 05-0820 Chapter 28E Joint Intergovernmental Action Agreement Providing for a Safety Group Central Iowa South

Erik Fisk, HR Director addressed the council with the background on the Intergovernmental Safety Group 28E being requested to enhance our safety programs. Fisk stated this is an agreement to share in the costs of a designated employee that would be working on behalf of several communities where it is not practical to have one separately designated employee for each community. Fisk noted that either sharing an employee, or hiring a consultant to fill that role, would be necessary to bring a more robust and compliant safety program to all of the affiliated communities. Fisk said that adding this resource would be an economical path to improved safety practices and significantly improve the city's ability to meet reporting requirements, as well as offering consistent training and education for staff. Fisk stated that this 28E would put together a comprehensive safety policy and handbook as well as centralize OSHA reporting requirements, ensure safety checks are performed, training, and compliance recordkeeping to a greater degree than was currently in place.

Moved by Johansen, Second by Gisch, to approve Resolution 05-0820 Chapter 28E Joint Intergovernmental Action Agreement Providing for a Safety Group Central Iowa South

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

COUNCIL DISCUSSIONS

1. **Mayor's Report** -None
2. **City Staff's Report** - None
3. **Council Reports-** Council Member Gisch wanted to remind everyone that in addition to free collection days offered periodically, the Metro Waste Authority is currently accepting bulk materials for a modest fee every Saturday at the Grimes Transfer Station.

ADJOURN

Motion by Altringer, Second by Johansen to Adjourn the meeting at 6:36 pm.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



[10746 Cedar Ridge Ct. Peosta, IA 52068- Brad – 563-451-9584](mailto:brad@wulfekuhleinc.com)

brad@wulfekuhleinc.com

Project name: City of Grimes WWTP

Date: 05/08/2020

Bid Date:

Attn : Andy 815-822-2320

WE HEREBY PURPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY

FOR THE COMPLETION OF:

Haul off and land apply up to 1100 wet tons.

These bio-solids will be land applied to our property within all DNR and EPA 503 Regulations.

ALL SERVICES IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK, AND COMPLETED IN A SUBSTANTIAL MANNER FOR THE SUM OF:

\$39,961.83 -Thirty-nine thousand, nine hundred sixty-one dollars and eighty-three cents.

(Any thing after 1100 tons will be \$22.31 per wet ton)

PROPOSAL VALID FOR 30 DAYS

Net 30 day Terms

Respectfully submitted: Brad Wilson

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

DATE:

Signature:

**RESOLUTION 05-1020 APPROVING JOB DESCRIPTION AND CREATING NEW
POSITIONS OF ADMINISTRATIVE ASSISTANT – HUMAN RESOURCES AND
PARKS & RECREATION DIRECTOR**

WHEREAS, the City of Grimes, Polk County, Iowa, is a duly organized Municipal Corporation; and

WHEREAS, through restructuring, the City is in need of leadership in the Parks and Recreation Department to fulfill the City Council's strategic objectives;

WHEREAS, the City Administrator and Human Resources Director have recommended a position be created for a Parks and Recreation Director to meet this need;

WHEREAS, as a result of restructuring, the position of Administrative Assistant – Public Works will be eliminated;

WHEREAS, as a result of the restructuring, the position can be reclassified and the employee reassigned as an "Administrative Assistant – Human Resources;"

WHEREAS, the City Council finds these positions appropriate and justified in light of the restructuring and the City's continual evolving needs; and

WHEREAS, the job descriptions are attached hereto.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Grimes, Iowa, that it hereby approves the job descriptions for Parks and Recreation Director and Administrative Assistant – Human Resources..

PASSED AND APPROVED this 26th day of May, 2020.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title	Location
Parks and Recreation Director	Development Services Department, Grimes Community Complex

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80, Administration	To: Click here to enter text.
Reports to:	City Administrator	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay:

C. Job Description Summary

Under general direction of the City Administrator, the Parks and Recreation Director plans, directs, manages, and oversees the activities of the Parks and Recreation Department, including all sports and other recreational programming, and manages all facilities, within parameters set forth by local, state and federal authorities. The Director will also provide direct leadership and supervision to Parks and Recreation staff.

D. Routine Job Duties/Responsibilities

Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.

Plans, develops, coordinates, and organizes effective operation of all parks and recreation functions and activities within the City including: maintenance; operation and comprehensive planning for the City's park and trail system; recreation programs; and all City owned facilities pertaining to these programs.

Provide supervision and direction to departmental staff, approving time sheets, requests for overtime, and time off, and perform annual staff performance evaluations with the support of the Human Resources department.

Plan, formulate, and recommend short and long-range planning, construction, maintenance, and improvement objectives for City's park and trail system, recreational programming, and Parks and Recreation facilities falling within the Parks and Recreation Department.

Manages all official channels of parks and recreation communication, including social media, email and/or other digital forms of communication, press releases, and print communication, and presents to service clubs, civic groups, City Council and other stakeholders and organizations concerning departmental activities.

Sets agenda, organizes and attends the meetings of the Parks and Recreation Board, and serve as City liaison to communicate, advise, and discuss with the Board programming, budgeting, capital projects, equipment and improvements, and ongoing evaluation of existing programs and policies.

Perform related work as required and assigned.

E. Periodic Job Duties/Responsibilities

Attend and participate in community, regional, and governmental meetings and functions as may be identified in furthering the City's Parks and Recreation service objectives.

F. Qualifications

Education/Experience:	Bachelor's degree from an accredited university or college with major coursework in Parks and/or Recreation Management, Public Administration, Business, or similar field and related experience. Seven to ten years of experience and increasing responsibilities in Parks and/or Recreation programming, planning, management, or related roles. Equivalent combinations of education and experience will also be considered.
Skills:	Experience with applying the principles and practices of public parks and recreation management and administration, including knowledge of facility, equipment and staffing needs. Demonstrated success analyzing and reviewing the parks and building facility needs of a community and coordinating, planning for, and managing the efficient delivery of high-quality parks and recreation services. Experience or ability in preparing / presenting written and oral reports/documents, strong time and multi-project management skills in a collaborative work environment with others, and strong communication skills.
Knowledge	Comprehensive understanding of the principles, practices and techniques of parks and/or recreation facility planning or design, recreation programming, and experience supervising the work of others.
Licenses/Certifications:	Certified Park and Recreation Professional (CPRP) preferred; Certified Public Manager (CPM) designation candidates also encouraged to apply.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Sedentary/light work. Exerts up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Work is performed primarily in office setting with periodic field visits involving intermittent physical activity. Sufficient clarity of speech, hearing, vision and other communications capabilities, with or without reasonable accommodation which enables the individual to communicate effectively. Must also possess manual dexterity, with or without reasonable accommodation, to operate a personal computer and related equipment
Safety Hazards: (Refer to Glossary of Terms)	N/A

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☒ Credit History	Click here to enter text.	Click here to enter text.
☒ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☒ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:
Employee Signature	Date:



City of Grimes Job Description

A. Position Title	Location
Administrative Assistant – Human Resources	City Hall

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 80, Administration	To: Click here to enter text.
Reports to:	Human Resources Director	Bargaining Unit:
Post Offer Testing:	Click here to enter text.	FLSA: Non-exempt
Civil Service:	N/A	Hourly/Monthly Pay: Click here to enter text.

C. Job Description Summary

Under the general supervision of the Human Resources Director, the HR Administrative Assistant performs a variety of general office clerical, internal customer service, and administrative support duties for the human resource functions of the City, including recruitment, hiring, onboarding, and safety and other training; regular payroll coordination and submission; benefits administration and management; administration of personnel policies and procedures; job analysis, classification, and organizational analysis; regular performance management, salary survey, and employee pay classification and adjustment.

D. Routine Job Duties/Responsibilities

<i>Description of Duty: Do not include if less than 5% of time unless essential. Be Specific without giving explicit instructions on how to perform. Use accurate adjectives and only those duties current to the position.</i>
Coordinates planning and recruitment for city departments; screens applicants, coordinates development and administration of selection examinations including written/performance tests, interviews and other selection criteria.
Assists with development, coordination, and ongoing administration of training, professional development, safety, drug testing, commercial vehicle driver's license, and related programs.
Coordinate, assist or serve as backup to the Finance Department for payroll processing.
Assists City departments in performing job analysis; updating class specifications; surveys compensation and other practices of comparable employers, and assists in annual performance management review process.
Assists supervisors and employees with routine policy and benefits information; researches, develops, reviews and recommends improvements to policies; manages and coordinates with Finance Department for all accounts payable relating to employee benefits.
Develops, researches and completes special projects as assigned; develops recommendations; prepares and presents findings as directed by management.
Assists with the administration and coordinates other specific human resource programs or activities such as FMLA, benefits/leave policies and procedures, new hire orientations, ongoing safety or other training, and related programs.
Provide administrative support to City Administrator and other City management staff on a project basis, and performs other related duties as required and assigned.

E. Periodic Job Duties/Responsibilities

Should be prepared to notarize documents where needed.

F. Qualifications

Education/Experience:	High school diploma or GED. Three years or more of experience in administrative support and or customer service. Commitment to high levels of confidentiality in handling employee files, HIPAA, and other sensitive personnel matters.
Skills:	Proficiency with keyboarding and computer software including word processing, spreadsheets, email, databases and internet research.
Knowledge	Modern office technology including MS Office. Principles and procedures for record keeping, and knowledge of postage machine, calculators, multi-line telephone, photo-copier/printer.
Licenses/Certifications:	Valid Iowa drivers' license, Notary Public designation within one month of employment.
Other:	Click here to enter text.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Light work, exerting up to 20lbs of force frequently and/or a negligible amount of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to have access to various work sites throughout the City and out of the area. Ability to stand or sit, walk, use hand/fingers to handle or feel, talk/hear, see and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	N/A

H. Disclaimer

This job description reflects the administration's assignment of essential functions; and nothing herein restricts the administration's right to assign or reassign duties and responsibilities to this job at any time (with Union contract guidelines if applicable). This Job Description is not to be construed as a contract for employment.

I. Pre-Employment Screening

Action Required	Result	Date
☒ Reference Check	Click here to enter text.	Click here to enter text.
☒ Credit History	Click here to enter text.	Click here to enter text.
☐ Education/License Credentials	Click here to enter text.	Click here to enter text.
☒ Criminal Records	Click here to enter text.	Click here to enter text.
☐ Employment Verification	Click here to enter text.	Click here to enter text.

J. Review

Compensation Review/Approval	Date:
City Administrator/Department Director Signature	Date:
Reviewed with Employee by:	Date:

Employee Signature	Date:
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Invoice

REC'D MAY 11 2020
Page 1 of 1



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

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

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

WATS (800) 747-2025

INVOICE NUMBER: 0760932-IN

INVOICE DATE: 5/7/2020

ORDER NUMBER: 0067770

ORDER DATE: 5/1/2020

SHIP DATE: 5/1/2020

SALESPERSON: KENT KUEHL

CUSTOMER NO: 10-GRIMES

SOLD TO:

CITY OF GRIMES
101 NE HARVEY ST
GRIMES, IA 50111

SHIP TO:

CITY OF GRIMES
WATER DEPT
1801 N JAMES ST
GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA		TERMS		
		OT		NET 30 DAYS		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C33XXXXG1GAXX 3" C2 OMNI COMP 5W 1000 GAL	EACH	3.00	3.00	0.00	2,012.000	6,036.00
CICF03 3" DI COMPANION FLANGE	EACH	6.00	6.00	0.00	30.850	185.10
FGP08-03Z 3" FLG GSKT PK W/ BOLTS 1/8	EACH	6.00	6.00	0.00	5.500	33.00
C23XXXXG1GAXX 2" C2 OMNI COMP MTR 1000G 15 1	EACH	4.00	4.00	0.00	1,589.000	6,356.00
CF31-77NL 2" NL BRONZE MTR FLANGE TAPT 2	EACH	8.00	8.00	0.00	77.000	616.00
75C300BSQ0Z 3/4" X 3" PLTD SQ HEAD BOLT	EACH	16.00	16.00	0.00	2.130	34.08
75CNFHB 3/4" BRASS FINISH HEX NUT	EACH	16.00	16.00	0.00	1.940	31.04

ORDER# 67770

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

Net Invoice: 13,291.22

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 13,291.22



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

AGENDA MEMO

For Meeting of May 26, 2020

AGENDA HEADING:

Resolution Authorizing Mayor to Execute and Submit Annexation Application

SYNOPSIS:

Later in the Public Agenda, staff is recommending that the City Council set a Public Hearing to consider an 80/20 Voluntary Annexation. In evaluating the request for annexation, it has become evident that a portion of the North Sports Complex, owned by the City of Grimes, is not incorporated into our City. In order to proceed with the annexation, the City of Grimes will need to execute and submit an application for voluntary annexation.

As such, staff has prepared a resolution, which will authorize the Mayor to execute and submit the application.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Authorizing Mayor to Execute and Submit Annexation Application

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AND SUBMIT ANNEXATION
APPLICATION

WHEREAS, the City of Grimes is in receipt of an annexation request; and,

WHEREAS, a portion of the proposed annexation territory includes property owned by the City of Grimes and is described on Exhibit A; and,

WHEREAS, the City of Grimes desires to annex said property into the City of Grimes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

That the City Council hereby authorizes the Mayor of Grimes to execute and submit to the City Clerk an application for Voluntary Annexation into the City of Grimes.

PASSED AND APPROVED THIS _____ day of February, 2020.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

PARCEL A BK 15905 PG 706 BEG S COR LT 1 THN ALNG
SWLY LN LT 1 NW 273.05F THN E 172.44F N 85F E 40F
S 256.54F TO POB LOT 1 PUTNEY PLAT

PIN: 240.00749.049.006

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES**

The undersigned, _____, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners: _____ Date: _____

_____ Date: _____

Attachments: Exhibit A: Legal description of the property
 Exhibit B: Map showing location of the property within the proposed annexation area

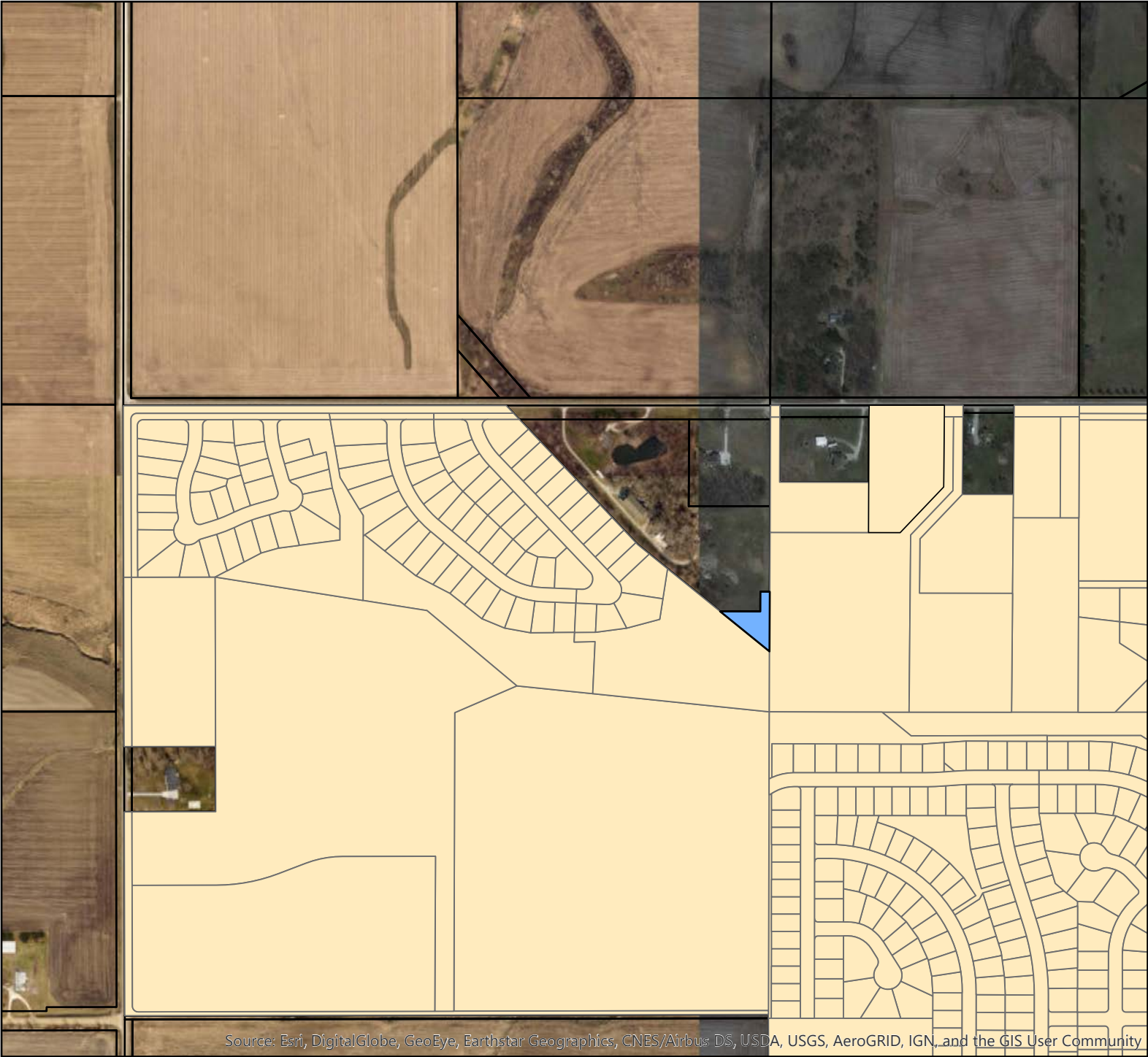
Exhibit A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

PARCEL A BK 15905 PG 706 BEG S COR LT 1 THN ALNG
SWLY LN LT 1 NW 273.05F THN E 172.44F N 85F E 40F
S 256.54F TO POB LOT 1 PUTNEY PLAT

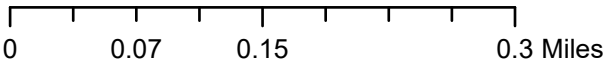
PIN: 240.00749.049.006

Exhibit B



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Parcels - Grimes
-  Parcels - Polk County
-  Parcels - Dallas County
-  City of Grimes





Help

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License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Local Endorse

> History

Applicant License BC_V_92763, Aldi #109, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
☐ 8 month
☐ 6 month
☐ 14 day
☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 06/15/2020 MM/DD/YYYY

License expiration date: MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

Prev

Next

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[License List](#)

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Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

Privileges BC_V_92763, Aldi #109, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

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

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

[Prev](#)

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Applicant BC_V_92763, Aldi #109, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s):	Aldi Inc (Illinois)	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Aldi #109	
Address of Premise:	2055 E 1st St	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(507) 333-9460	Cell / Home Phone:
☐ Same Address		
Mailing Address:	4201 Bagle Ave N	
Mailing Address Line 2:		
City:	Faribault	State: Minnesota
Zip:	55021	
Contact Name:	Teri Holicky	
Phone:	(507) 333-9460	Email Address: far@aldi.us

[Prev](#)

[Next](#)

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- **Criminal History**
- Premises
- General Premises
- Applicant Signature
- Local Endorse
- History

Criminal History BC_V_92763, Aldi #109, Grimes

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen. The navigation links on the top may also be used to move around the application.

No ▼

Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.

No ▼

Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. **DO NOT** include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.

None ▼

If no arrests, indictments, summons or convictions are applicable select "NONE".

Prev

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Bond Cert

> Local Endorse

> History

Applicant License LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
☐ 8 month
☐ 6 month
☐ 14 day
☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 06/02/2011 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 07/01/2020 MM/DD/YYYY

License expiration date: 06/30/2021 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

Licenses with an effective date of September 1, 2015 or after, will be required to use the Iowa Alcoholic Beverages Division's online web portal or EDI for placing liquor orders. Once your renewal application has been submitted, more information will be emailed to the email address entered on the applicant screen under contact email address.

To move forward with your application, click on the box as acknowledgment of reading the above. ☐

Prev

Next

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

Privileges LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

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

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☒ Class C Beer Permit (Carryout Beer)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

Prev

Next

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Applicant LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s):	Kum & Go LC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Kum & Go #141	
Address of Premise:	1880 SE Princeton	
Address Line 2:		
City:	Grimes	▼
County:	Polk	▼
Zip:	50111	
Business Phone:	(515) 986-0394	Cell / Home Phone:
☐ Same Address		
Mailing Address:	1459 Grand Avenue	
Mailing Address Line 2:		
City:	Des Moines	State: Iowa
Zip:	50309	
Contact Name:	Jody Deiter	
Phone:	(515) 457-6249	Email Address: licenses@kumandgo.com

[Prev](#)

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[License Search](#)

[License List](#)

[On-Demand
Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

- [License](#)
- [Privileges](#)
- [Applicant](#)
- [Status Of Business](#)
- [Ownership](#)
- [Criminal History](#)
- [Premises](#)
- [General Premises](#)
- [Applicant Signature](#)
- [Bond Cert](#)
- [Local Endorse](#)
- [History](#)

Criminal History LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

No ▼

Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.

No ▼

Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.

None ▼

If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

[Prev](#)

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

- > License
- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Bond Cert
- > Local Endorse
- > History

Applicant License LE0001819, Kum & Go #237, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
- ☐ 8 month
- ☐ 6 month
- ☐ 14 day
- ☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 06/02/2011 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 07/01/2020 MM/DD/YYYY

License expiration date: 06/30/2021 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

Licenses with an effective date of September 1, 2015 or after, will be required to use the Iowa Alcoholic Beverages Division's online web portal or EDI for placing liquor orders. Once your renewal application has been submitted, more information will be emailed to the email address entered on the applicant screen under contact email address.

To move forward with your application, click on the box as acknowledgment of reading the above. ☐

[Prev](#)

[Next](#)

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[Help](#)

[License Search](#)

[License List](#)

[On-Demand
Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

Privileges LE0001819, Kum & Go #237, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

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

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☒ Class C Beer Permit (Carryout Beer)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

[Prev](#)

[Next](#)

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[About](#)
[Alcohol](#)
[Tobacco](#)
[Links](#)
[Contact](#)

[Help](#)

[License Search](#)

[License List](#)

[On-Demand
Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

[License](#)

[Privileges](#)

[Applicant](#)

[Status Of Business](#)

[Ownership](#)

[Criminal History](#)

[Premises](#)

[General Premises](#)

[Applicant Signature](#)

[Bond Cert](#)

[Local Endorse](#)

[History](#)

Applicant LE0001819, Kum & Go #237, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor: Kum & Go LC (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s):

Name of Business (D/B/A): Kum & Go #237

Address of Premise: 801 N 1st St

Address Line 2:

City: Grimes

County: Polk

Zip: 50111

Business Phone: (515) 986-9335

Cell / Home Phone:

☐ Same Address

Mailing Address: 1459 Grand Avenue

Mailing Address Line 2:

City: Des Moines

State: Iowa

Zip: 50309

Contact Name: Jody Deiter

Phone: (515) 457-6249

Email Address: licenses@kumandgo.com

[Prev](#)

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- **Criminal History**
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Criminal History LE0001819, Kum & Go #237, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

No ▼

Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.

No ▼

Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.

None ▼

If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

Prev

Next

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

> License

> Privileges

> Applicant

> Status Of Business

> Ownership

> Criminal History

> Premises

> General Premises

> Applicant Signature

> Bond Cert

> Local Endorse

> History

Applicant License LE0003082, CASEY'S GENERAL STORE #2520, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
☐ 8 month
☐ 6 month
☐ 14 day
☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 05/24/2018 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 06/01/2020 MM/DD/YYYY

License expiration date: 05/31/2021 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

Licenseses with an effective date of September 1, 2015 or after, will be required to use the Iowa Alcoholic Beverages Division's online web portal or EDI for placing liquor orders. Once your renewal application has been submitted, more information will be emailed to the email address entered on the applicant screen under contact email address.

To move forward with your application, click on the box as acknowledgment of reading the above. ☐

[Prev](#)

[Next](#)

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[Help](#)

[License Search](#)

[License List](#)

[On-Demand
Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

Privileges LE0003082, CASEY'S GENERAL STORE #2520, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

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

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☒ Class C Beer Permit (Carryout Beer)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

[Prev](#)

[Next](#)

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

- > License
- > Privileges
- > **Applicant**
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Bond Cert
- > Local Endorse
- > History

Applicant LE0003082, CASEY'S GENERAL STORE #2520, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): CASEY'S MARKETING COMPAN (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): CASEY'S GENERAL STORE #2520

Address of Premise: 206 E 1ST ST

Address Line 2:

City: Grimes ▼

County: Polk ▼

Zip: 50111

Business Phone: (515) 986-5969

Cell / Home Phone:

☐ Same Address

Mailing Address: PO BOX 3001

Mailing Address Line 2:

City: ANKENY

State: Iowa ▼

Zip: 50021

Contact Name: JESSICA FISHER-COMSTOCK, STORE OPERATIONS

Phone: (515) 446-6404

Email Address: JESSICA.FISHER@CASEYS.CC

Prev

Next

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Help

License Search

License List

On-Demand
Reporting

Keg Registration
Search

User Profile

Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- **Criminal History**
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Criminal History LE0003082, CASEY'S GENERAL STORE #2520, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

No ▼

Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen.

No ▼

Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen.

None ▼

If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

Prev

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[Tobacco](#)
[Links](#)
[Contact](#)

[Help](#)

[License Search](#)

[License List](#)

[On-Demand
Reporting](#)

[Keg Registration
Search](#)

[User Profile](#)

[Logoff](#)

> [Privilege Outdoor Service](#)

> [Applicant Signature](#)

> [Dram Cert](#)

> [Local Endorse](#)

Outdoor Service Privilege LC0046171, Pour Choices Neighborhood Bar, Grimes

After completion click on the [NEXT](#) link to continue to the next screen, or the [BACK](#) link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

An Outdoor Service Area is a designated area that is adjacent to the licensed premises. The Application is to be used only if adding Outdoor Service Area Privilege after the original license has been issued. If Outdoor Service Area Privilege is requested at license renewal, mark the appropriate box on the renewal Privileges screen.

After approval the Iowa Alcoholic Beverages Division, an amended license will be mailed to the Local Official.

Outdoor Service area dates (must fall within license period)

From:	05/15/2020	MM/DD/YYYY
To:	09/01/2020	MM/DD/YYYY

Submit to the Local Authority the Outdoor Service Area Dram Shop Endorsement. Endorsement dates must correspond with the requested outdoor service dates. (Accord certificates are not accepted).

[Explain how the boundaries of the Outdoor Service Area are designated \(fence, barricades, etc.\)](#)

Patio is surrounded by a fence with gates.

Submit a sketch to the Local Authority on 8 ½ x 11" white paper of the outdoor service area showing its relationship to the licensed premises. If a tapper wagon, beer truck etc. is being used, attach a copy of the rental receipt.

[Prev](#)

[Next](#)

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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- > Privilege Outdoor Service
- > Applicant Signature
- > **Dram Cert**
- > Local Endorse

Dram Shop Liability Certificate of Insurance **LC0046171,** Pour Choices Neighborhood Bar, Grimes

Complete the information below and click **SUBMIT** to endorse this New application.

POLICY INFORMATION

Reason for re-
submittal:

This is to certify: *Illinois Casualty Co*

Policy Number: LL107362

Assured: RJT Partners, LLC

DBA: Pour Choices Neighborhood Bar

Address: 1895 SE Grimes Blvd

Address Line 2: Suite 101

City: Grimes

State: Iowa

Zip: 50111

Policy Effective Date: 02/10/2020

MM/DD/YYYY

To: ☐

Expiration Date: 02/09/2021

Thru: ☒

MM/DD/YYYY

CHECK LIST

☐ Outdoor Service Endorsement

☒ Policy Information Verified (if incorrect please contact the licensee)

Does this policy contain an annual aggregate limit provision?

Please Select ▼

If Yes, Annual aggregate limit is:

Please Select ▼

ADD-ON OUTDOOR SERVICE ENDORSEMENT

Policy Effective 05/15/2020

Date: MM/DD/YYYY

To: ☐

Expiration 09/01/2020

MM/DD/YYYY

Thru: ☒

The above-mentioned policy of insurance (hereinafter policy) contains coverage to comply with the provisions of Iowa Code section 123.92 and all regulations of the Iowa Department of Commerce, Alcoholic Beverages Division.

The policy may be canceled by the Company of the Assured giving 30 days notice in writing to the Alcoholic Beverages Division at its office, Ankeny, Iowa. The 30 days notice will commence from the date notice is actually received by the division.

Whenever requested by the division, the company agrees to furnish to the division a duplicate original of the policy and all pertinent endorsements.

Signature: ☒

Date: 05/19/2020

MM/DD/YYYY

Submit



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

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- > [Applicant Signature](#)
- > [Dram Cert](#)
- > [Local Endorse](#)

Local Authority Endorsement LC0046171, Pour Choices Neighborhood Bar, Grimes

Complete the information below and click **SUBMIT** to endorse the Outdoor Service.

LICENSE INFORMATION

Local Authority:

Daytime Phone for Local Authority:

☒ License Approved

☐ License Denied

Reason For Denial:

Effective Date:

Expiration Date:

CHECK LIST

E-MAIL

Please provide the local authority email address below. Once the application has been reviewed and approved, a copy of the license will be emailed to this address.

Local Authority E-mail Address

COMMENTS

Signature: ☒

Date:

Submit

Follow us with [RSS](#), [Facebook](#) or [Twitter](#)



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 37th Street @ Highway 141 Reconstruction
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 325-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2628

Date of Council Meeting: May 26, 2020 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: March 21, 2020 Through: April 17, 2020

Contract Summary

Original Contract Amount:	\$	206,407.00	
Net change by Change Orders:	\$	73,040.00	
Contract Amount to Date: (line 1 ± 2)	\$	279,447.00	
Total completed and stored to date:	\$	231,021.04	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	231,021.04	
Less previous applications for payment:	\$	211,313.19	
SUBTOTAL	\$	19,707.85	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,707.85

Balance to finish, including retainage: \$ 48,425.96

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

May 6, 2020

City of Grimes Staff Approval:

Signature

Date

5-14-20

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department
E-mail: Mahrens@GrimesIowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 12, 2019	\$ 70,738.15
2	January 14, 2020	\$ 107,048.88
3	February 25, 2020	\$ 10,591.90
4	March 24, 2020	\$ 10,394.38
5	April 28, 2020	\$ 12,539.88
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 211,313.19

Record of Change Orders

No.	Date	Amount
1	February 25, 2020	\$ 73,040.00
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TOTAL \$ 73,040.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	September 10, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

Matt Ahrens
City of Grimes, IA
410 SE Main Street #102
Grimes, IA 50111

May 5, 2020
Project No: 190974
Invoice No: 134863
Invoice Total: \$19,707.85

Project 190974 Grimes, IA - SE 37th Street Reconstruction CPS
37th Street Reconstruction - Construction Administration
Professional Services Through April 17, 2020

Phase 1 Project Management & Administration

Professional Personnel

	Hours	Amount	
Senior Professional	1.00	235.00	
Admin Coordinator	1.00	95.00	
Totals	2.00	330.00	
Total Labor			330.00
Total this Phase			\$330.00

Phase 2 Construction

Professional Personnel

	Hours	Amount	
Senior Professional	12.25	2,877.50	
Professional	18.00	2,700.00	
Field Personnel	66.00	8,915.00	
Junior Field Personnel	42.50	3,400.00	
Totals	138.75	17,892.50	
Total Labor			17,892.50

Unit Charges

Mileage -0.575	297.85	
Total Unit Charges	297.85	297.85
Total this Phase		\$18,190.35

Phase 8 Out of Scope

Professional Personnel

	Hours	Amount	
Junior Professional	9.50	1,187.50	
Totals	9.50	1,187.50	
Total Labor			1,187.50
Total this Phase			\$1,187.50

Project	190974	Grimes, IA - SE 37th Street Reconstruct		Invoice	134863
Billing Limits		Current	Prior	To-Date	
Total Billings		19,707.85	211,313.19	231,021.04	
Limit				279,447.00	
Remaining				48,425.96	
Total this Invoice				<u><u>\$19,707.85</u></u>	

To: Matt Ahrens
From: Casey Patton
Subject: SE 37th Street @ Highway 141 Reconstruction
Date: May 6, 2020

The following services or deliverables have been completed in association with invoice period through April 17, 2020:

Phase 1 – Project Management & Administration

- Project performance review
- Progress Reports

Phase 2 – Construction

- Construction observation and documentation services
- Traffic control and erosion control inspections

Phase 3 – Project Closeout

- No effort during this period.

Phase 4 – Expenses

- No expenses during this period

Phase 5 – Subconsultants

- No expenses during this period

Phase 8 – Out of Scope Work

- Investigation into retaining wall design
- Running total of Out of Scope Work (\$24,394)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Concept Planning - WRA Sanitary Sewer Connection
Engineer: Civil Design Advantage
Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111
Finance Budget Code: 328-815-6490 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: January 28, 2020 **Vendor #** 1243

Date of Council Meeting: May 26, 2020 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: March 30, 2020 Through: May 3, 2020

Contract Summary

Original Contract Amount:	\$	44,660.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	44,660.00	
Total completed and stored to date:	\$	38,608.33	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	38,608.33	
Less previous applications for payment:	\$	26,325.22	
SUBTOTAL	\$		12,283.11

OTHER CHARGES (Attach an itemized list)

CURRENT PAYMENT DUE \$ 12,283.11

Balance to finish, including retainage: \$ 6,051.67

Contract Time Remaining (If applicable) - WORKING DAYS

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval: Civil Design Advantage

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

Submit to:

Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail:

Mahrens@GrimesIowa.gov

Phone:

(515) 986-4050

Fax:

(515) 986-4480

Date Printed: 5/8/2020

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 10, 2020	\$ 4,791.60
2	March 24, 2020	\$ 15,669.00
3	March 30, 2020	\$ 5,864.62
4	April 28	
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 26,325.22

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period: WORKING DAYS
 Original Contract Date: January 28, 2020
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -

Invoice

Civil Design Advantage LLC
3405 SE Crossroads Drive Suite G
Grimes, Iowa 50111
(515) 369-4400

City of Grimes
Alex Pfaltzgraff
410 SE Main Street, Suite 102
Grimes, IA 50111

May 08, 2020
Project No: 2001.043
Invoice No: 30245

Project 2001.043 C. Grimes -WRA Sanitary Sewer Connection
Professional Services from March 30, 2020 through May 03, 2020

Task 106 Base Mapping

Professional Personnel

	Hours	Rate	Amount	
Technician 4	6.00	85.00	510.00	
Technician 6	21.50	104.00	2,236.00	
Total Labor				2,746.00
			Total this Task	\$2,746.00

Task 107 Gravity Sewer Service Area Analysis

Professional Personnel

	Hours	Rate	Amount	
Engineer 5	13.25	125.00	1,656.25	
Technician 4	2.50	85.00	212.50	
Technician 6	1.00	104.00	104.00	
Technician 8	3.50	120.00	420.00	
Total Labor				2,392.75
			Total this Task	\$2,392.75

Task 201 Concept Planning

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	31.00	180.00	5,580.00	
Project Manager 6	11.50	134.00	1,541.00	
Total Labor				7,121.00
			Total this Task	\$7,121.00

Task 214 Force Main Alignment Alternatives

Professional Personnel

	Hours	Rate	Amount	
Project Manager 6	9.00	134.00	1,206.00	
Total Labor				1,206.00
			Total this Task	\$1,206.00

Task 215 Typical Section

Professional Personnel

	Hours	Rate	Amount	
Engineer 4	1.00	112.00	112.00	
Total Labor				112.00
			Total this Task	\$112.00

Project	2001.043	C. Grimes -WRA Sanitary Sewer Connection	Invoice	30245
---------	----------	--	---------	-------

Task:	999	Reimbursable Expenses
-------	-----	-----------------------

Unit Billing

4/9/2020	Mileage	122.0 miles @ 0.575	70.15	
	Total Units		70.15	70.15
		Total this Task		\$70.15

Subtotal	<u>\$13,647.90</u>
10% Reduction	<u>\$1,364.79</u>
Total this Invoice	<u>\$12,283.11</u>

Contract Information

Contract Amount:	44,660.00
10% Reduction	\$4,660.00
Limit:	\$40,194.00

Project Manager	Gary Reed
-----------------	-----------

REC'D MAY 18 2020

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195247

INVOICE NO: 195247SP9

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 5/13/2020

Description of Services	Amount	Unit Price	Total
Technician III	2.0 hrs	\$63.00 /Hour	\$126.00
Transportation Charges	15.0 miles	\$0.78 /Mile	\$11.70
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Reinforcing Steel Inspection: 5/6/20			
		Total Due	\$211.70

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195247

INVOICE NO: 195247F13

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 5/12/2020

Description of Services	Amount	Unit Price	Total
Technician III	2.0 hrs	\$63.00 /Hour	\$126.00
Transportation Charges	15.0 miles	\$0.78 /Mile	\$11.70
Nuclear moisture/density gauge(140-142)	3.0 tests	\$14.75 /Test	\$44.25
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Total Due			\$255.95

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to a 1 1/2% per month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE**ALLENDER BUTZKE ENGINEERS INC.**

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

PROJECT NO: 195078

INVOICE NO: 195078C9

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes 1.5 MG Water Tank
SE Enterprise Dr & SE 25th Ct, Grimes, Iowa

INVOICE DATE: 5/11/2020

Description of Services	Amount	Unit Price	Total
Technician III	6.5 hrs	\$61.00 /Hour	\$396.50
Technician III Overtime Rate	1.5 hrs	\$91.50 /Hour	\$137.25
Transportation Charges	20.0 miles	\$0.78 /Mile	\$15.60
Engineering Review & Report Preparation	1.0 hrs	\$144.00 /Hour	\$144.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	14.0 tests	\$19.00 /Test	\$266.00
Disposable cylinder molds	14.0 ea	\$2.70 /Ea.	\$37.80
Invoice for Concrete Cylinder Set Numbers: 76869, 77019, 76870			
Total Due			\$997.15

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

REC'D MAY 11 2020

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195078

INVOICE NO: 195078C8

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes 1.5 MG Water Tank
SE Enterprise Dr & SE 25th Ct, Grimes, Iowa

INVOICE DATE: 5/4/2020

Description of Services	Amount	Unit Price	Total
Technician III	12.0 hrs	\$61.00 /Hour	\$732.00
Technician III Overtime Rate	1.5 hrs	\$91.50 /Hour	\$137.25
Transportation Charges	50.0 miles	\$0.78 /Mile	\$39.00
Engineering Review & Report Preparation	1.5 hrs	\$144.00 /Hour	\$216.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	26.0 tests	\$19.00 /Test	\$494.00
Disposable cylinder molds	26.0 ea	\$2.70 /Ea.	\$70.20
Total Due			\$1,688.45

Invoice for Concrete Cylinder Set Numbers:
76862, 76977, 76979, 76863, 76871

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

REC'D MAY 11 2020

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195247

INVOICE NO: 195247C5

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 5/4/2020

Description of Services	Amount	Unit Price	Total
Technician III	3.0 hrs	\$63.00 /Hour	\$189.00
Transportation Charges	30.0 miles	\$0.78 /Mile	\$23.40
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	6.0 tests	\$19.50 /Test	\$117.00
Disposable cylinder molds	6.0 ea	\$2.80 /Ea.	\$16.80
Invoice for Concrete Cylinder Set Numbers: 76699			
Total Due			\$420.20

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

REC'D MAY 11 2020

ALLENDER BUTZKE ENGINEERS INC.

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

PROJECT NO: 195247

INVOICE NO: 195247F12

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 5/5/2020

Description of Services	Amount	Unit Price	Total
Technician III	8.0 hrs	\$63.00 /Hour	\$504.00
Transportation Charges	75.0 miles	\$0.78 /Mile	\$58.50
Nuclear moisture/density gauge(125-139)	15.0 tests	\$14.75 /Test	\$221.25
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Total Due			\$857.75

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE**REC'D MAY 04 2020****ALLENDER BUTZKE ENGINEERS INC.**

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

PROJECT NO: 195247

INVOICE NO: 195247SP8

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 4/29/2020

Description of Services	Amount	Unit Price	Total
Staff Engineer III	2.0 hrs	\$128.00 /Hour	\$256.00
Transportation Charges	15.0 miles	\$0.78 /Mile	\$11.70
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Foundation Excavation Observations: 4/24/20			
		Total Due	\$341.70

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE**REC'D MAY 04 2020****ALLENDER BUTZKE ENGINEERS INC.**

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

PROJECT NO: 195247

INVOICE NO: 195247C4

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes RO WTP
NW 18th St & N James St, Grimes, Iowa

INVOICE DATE: 4/27/2020

Description of Services	Amount	Unit Price	Total
Technician III	3.0 hrs	\$63.00 /Hour	\$189.00
Transportation Charges	30.0 miles	\$0.78 /Mile	\$23.40
Engineering Review & Report Preparation	0.5 hrs	\$148.00 /Hour	\$74.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	4.0 tests	\$19.50 /Test	\$78.00
Disposable cylinder molds	4.0 ea	\$2.80 /Ea.	\$11.20
Invoice for Concrete Cylinder Set Numbers: 76835			
Total Due			\$375.60

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE**REC'D MAY 04 2020****ALLENDER BUTZKE ENGINEERS INC.**

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

PROJECT NO: 195078

INVOICE NO: 195078C7

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Concrete Testing and Observations
Grimes 1.5 MG Water Tank
SE Enterprise Dr & SE 25th Ct, Grimes, Iowa

INVOICE DATE: 4/27/2020

Description of Services	Amount	Unit Price	Total
Technician III	9.5 hrs	\$61.00 /Hour	\$579.50
Technician III Overtime Rate	1.5 hrs	\$91.50 /Hour	\$137.25
Transportation Charges	40.0 miles	\$0.78 /Mile	\$31.20
Engineering Review & Report Preparation	1.0 hrs	\$144.00 /Hour	\$144.00
Compressive Strength of Cylinder ASTM C39 (set of 3)	20.0 tests	\$19.00 /Test	\$380.00
Disposable cylinder molds	20.0 ea	\$2.70 /Ea.	\$54.00
Invoice for Concrete Cylinder Set Numbers: 76809, 76822, 76816, 76864			
Total Due			\$1,325.95

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to a 1 1/2% per month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: New 1.5 MG Elevated Storage Tower - Construction Phase
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 323-810-6407 **Finance Project #**
Vendor Project or Invoice #: 128839 **PO #**
Original Contract Date: September 10, 2019 **Vendor #** 2830

Date of Council Meeting: May 26, 2020 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: March 29, 2020 Through: April 25, 2020

Contract Summary

Original Contract Amount:	\$	218,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	218,080.00	
Total completed and stored to date:	\$	100,785.60	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	100,785.60	
Less previous applications for payment:	\$	85,945.60	
SUBTOTAL	\$		14,840.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 14,840.00

Balance to finish, including retainage: \$ 117,294.40

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

###

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

5/26/2020

Date

City of Grimes Staff Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department

E-mail: Mahrens@GrimesIowa.gov Phone: (515) 986-4050 Fax: (515) 986-4480

Date Printed: 5/14/2020

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 22, 2019	\$ 9,697.00
2	January 14, 2020	\$ 50,943.10
3	February 11, 2020	\$ 11,164.00
4	March 24, 2020	\$ 3,948.50
5	April 28, 2020	\$ 10,193.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 85,945.60

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: September 10, 2019
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

April 30, 2020
Project No: 0000191105-000
Invoice No: 128839
Due Date: May 30, 2020

Project 0000191105-000 New 1.5 MG Elevated Storage Tower - Construction Phase

Professional Services from March 29, 2020 to April 25, 2020

Phase K. Construction Administration

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administrations	80,400.00	74.00	59,496.00	55,476.00	4,020.00
Total Fee	80,400.00		59,496.00	55,476.00	4,020.00
Total Fee					4,020.00
Total this Phase					\$4,020.00

Phase M. Resident Project Representative

	Hours	Rate	Amount
Project Manager I	9.00	170.00	1,530.00
On Site Representative I	21.00	105.00	2,205.00
On-Site Representative II	47.00	145.00	6,815.00
Totals	77.00		10,550.00
Total Labor			10,550.00
	Current	Prior	To-Date
Total Billings	10,550.00	28,782.20	39,332.20
Contract Limit (not-to-exceed)			120,000.00
Contract Limit Remaining			80,667.80
Total this Phase			\$10,550.00

Phase Q. Record Drawings

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit (not-to-exceed)			4,480.00
Contract Limit Remaining			4,480.00
Total this Phase			0.00

Phase T. SRF Loan Application & Administrative Services

Project	0000191105-000	Grimes - New 1.5 MG Elevated Storage	Invoice	128839
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	Hours	Rate	Amount	
Project Coordinator	3.00	90.00	270.00	
Totals	3.00		270.00	
Total Labor				270.00
	Current	Prior	To-Date	
Total Billings	270.00	1,687.50	1,957.50	
Contract Limit (not-to-exceed)			8,400.00	
Contract Limit Remaining			6,442.50	
		Total this Phase		\$270.00
		Total Due this Invoice		\$14,840.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Reverse Osmosis Water Treatment Plant - Phase 1
Contractor: McClure Engineering Company
Address: 1360 NW 121st Street, Clive, Iowa 50325
Finance Budget Code: 324-810-6407 **Finance Project #**
Vendor Project or Invoice #: 128838 **PO #**
Original Contract Date: August 13, 2019 **Vendor #** 2830

Date of Council Meeting: May 26, 2020 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: March 29, 2020 Through: April 25, 2020

Contract Summary

Original Contract Amount:	\$	1,183,985.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	1,183,985.00	
Total completed and stored to date:	\$	363,307.63	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	363,307.63	
Less previous applications for payment:	\$	303,554.38	
SUBTOTAL	\$		59,753.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 59,753.25

Balance to finish, including retainage: \$ 820,677.37

Contract Time Remaining (If applicable) - Working Days

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Grimes Staff Approval:

Signature

Date

Submit to: Matt Ahrens, P.E. - City Engineer - Engineering Department
E-mail: Mahrens@GrimesIowa.gov **Phone:** (515) 986-4050 **Fax:** (515) 986-4480

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 24, 2019	\$ 39,284.00
2	October 22, 2019	\$ 18,073.50
3	January 14, 2020	\$ 87,335.85
4	February 11, 2020	\$ 46,089.20
5	March 24, 2020	\$ 67,693.38
6	April 28, 2020	\$ 45,078.45
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 303,554.38

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: August 13, 2019
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: -
 Time Used to Date: _____
 Contract Time Remaining: -



1360 NW 121st Street
Clive, IA 50325

Rochelle Williams
City of Grimes, IA
101 Northeast Harvey Street
Grimes, IA 50111

April 30, 2020
Project No: 0000190904-000
Invoice No: 128838
Due Date: May 30, 2020

Project 0000190904-000 Grimes Reverse Osmosis Water Treatment Plant - Phase 1

Professional Services from March 29, 2020 to April 25, 2020

Phase H. Value Engineering/Design Thoroughness Review

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Value Engineering/Design Thoroughness Re	49,105.00	100.00	49,105.00	49,105.00	0.00
Total Fee	49,105.00		49,105.00	49,105.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase I. Advertising, Bidding, Contract Award

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Advertising, Bidding, Contract Award	24,490.00	100.00	24,490.00	24,490.00	0.00
Total Fee	24,490.00		24,490.00	24,490.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase J. Paper Copies of Final Project Documents

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Paper Copies of Final Project Documents	7,100.00	100.00	7,100.00	7,100.00	0.00
Total Fee	7,100.00		7,100.00	7,100.00	0.00
Total Fee					0.00
Total this Phase					0.00

Phase K. Construction Administration

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1	Invoice	128838
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Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Construction Administration	557,700.00	28.50	158,944.50	121,578.60	37,365.90
Total Fee	557,700.00		158,944.50	121,578.60	37,365.90
Total Fee					37,365.90
Total this Phase					\$37,365.90

Phase	L.	Construction Staking			
			Hours	Rate	Amount
Crew Chief			5.00	120.00	600.00
Totals			5.00		600.00
Total Labor					600.00
			Current	Prior	To-Date
Total Billings			600.00	7,800.00	8,400.00
Contract Limit (not-to-exceed)					20,570.00
Contract Limit Remaining					12,170.00
Total this Phase					\$600.00

Phase	M.	Resident Project Representative			
			Hours	Rate	Amount
Project Manager I			1.50	170.00	255.00
On Site Representative I			124.00	105.00	13,020.00
On-Site Representative II			55.00	145.00	7,975.00
Totals			180.50		21,250.00
Total Labor					21,250.00
Reimbursable Expenses					
Out-Of-Pocket Expenses					33.00
Total Reimbursables					33.00

Runzheimer Mileage					144.33
			Current	Prior	To-Date
Total Billings			21,427.33	90,320.78	111,748.11
Contract Limit (not-to-exceed)					478,500.00
Contract Limit Remaining					366,751.89
Total this Phase					\$21,427.33

Phase	Q.	Record Drawings			
Total this Phase					0.00

Phase	T.	SRF Loan Administration			
			Hours	Rate	Amount
Project Coordinator			4.00	90.00	360.00
Totals			4.00		360.00
Total Labor					360.00

Project	0000190904-000	Grimes Reverse Osmosis WTP - Phase 1		Invoice	128838
		Current	Prior	To-Date	
Total Billings		360.00	3,160.00	3,520.00	
Contract Limit (not-to-exceed)				20,280.00	
Contract Limit Remaining				16,760.00	
			Total this Phase		\$360.00
			Total Due this Invoice		\$59,753.23

RECEIVED**MAY 13 2020**

BY:



699 Walnut Street, Suite 2000
Des Moines, IA 50309
Telephone: 515-288-6041
Federal ID. No 42-0643980

City of Grimes
Grimes City Hall
P. O. Box 457
Grimes, IA 50111

INVOICE 258653
May 7, 2020

PAID

176170-0101
City Of Grimes - General

Responsible Attorney: Thomas I. Henderson
For Professional Services Rendered Through April 30, 2020

CURRENT INVOICE:

Current Fees	17,887.50
Current Costs	0.00

TOTAL DUE CURRENT INVOICE: 17,887.50

TOTAL DUE AGING REPORT

	0-30	31-60	61-90	91+	
	CURRENT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
TOTALS	17,887.50	0.00	0.00	0.00	17,887.50

001-640-6411

mmw

PLEASE REMIT PAYMENT TO:
WHITFIELD & EDDY, P.L.C.
Accounting Department
699 Walnut Street, Suite 2000
Des Moines, IA 50309

We accept Mastercard/Visa/Discover/American Express
Visit our website at www.whitfieldlaw.com
Click on Menu, Make Payment, Pay Invoice

Thank You!



THOMAS HENDERSON
699 WALNUT STREET, SUITE 2000
DES MOINES, IOWA 50309

whitfieldlaw.com

515-288-6041 P 515-246-1474 F

515-246-5559 D
henderson@whitfieldlaw.com

May 13, 2020

Rochelle Williams
City Clerk
101 N. Harvey Street
Grimes, IA 50111

Re: City of Grimes Legal Services (176170-102)

ACTION	AMOUNT
Attendance at council meetings on April 14, 2020 and April 28, 2020	\$400.00
TOTAL	\$400.00

PAID

001-640-6411

nmw



Iowa Department of Transport

Construction Pay Estimate Report

SE 37th Street @ Highway 141

5/18/2020 3:35 PM

FieldManager 5.3c

Contract: _77-3125-614, PCC Pavement- Grade and Replace

Estimate No.	Estimate Date	Entered By	Estimate Type	Managing Office
22	5/18/2020	Chris Wion	Semi-Monthly	HR Green- Des Moines
All Contract Work Completed		Construction Started Date 4/22/2019	Prime Contractor Concrete Technologies Inc 1001 SE 37th Street Grimes IA 50111	
Comments				

Item Usage Summary

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Item Description	Unit	Item Code	Prop. Ln.	Project Line No.	Item Type	Mod. No.	Quantity	Item Price	Dollar Amount
EXCAVATION, CL 10, RDWY+BORROW	CY	2102-2710070	0020	0010	00	000	163.700	18.75	\$3,069.38
MODIFIED SUBBASE	CY	2115-0100000	0060	0030	00	000	1,301.821	62.50	\$81,363.81
STD/S-F PCC PAV'T, CL C CL 3, 8"	SY	2301-1033080	0110	0055	00	000	-328.371	95.00	\$-31,195.25
STD/S-F PCC PAV'T, CL C CL 3, 9.5"	SY	2301-1033095	0120	0060	00	000	1,264.382	69.50	\$87,874.55
MEDIAN, PCC, 6"	SY	2301-4875006	0130	0065	00	000	450.100	100.00	\$45,010.00
TEMPORARY PAV'T	SY	2304-0101000	0200	0100	00	000	92.820	65.00	\$6,033.30
RMVL OF PAV'T	SY	2510-6745850	0450	0230	00	000	1,168.279	11.75	\$13,727.28
PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	2527-9263109	0510	0260	00	000	45.960	40.00	\$1,838.40
PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	EACH	2527-9263137	0530	0270	00	000	6.000	108.00	\$648.00
PAV'T MARK RMVD	STA	2527-9263180	0540	0275	00	000	48.400	69.00	\$3,339.60
GROOVE CUT - PAV'T MARK	STA	2527-9270111	0550	0280	00	000	125.880	45.00	\$5,664.60
GROOVE CUT - SYMBOL+LEGEND	EACH	2527-9270120	0560	0285	00	000	12.000	125.00	\$1,500.00
TRAFFIC CONTROL	LS	2528-8445110	0570	0290	00	000	0.100	200,000.00	\$20,000.00
FLAGGER	EACH	2528-8445113	0580	0295	00	000	4.000	480.00	\$1,920.00

Subtotal for Category 1: \$240,793.67Subtotal for Project 77-3125-614: \$240,793.67Total Estimated Item Payment: \$240,793.67

Construction Pay Estimate Report

Iowa Department of Transportation

5/18/2020 3:35 PM

FieldManager 5.3c

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	6	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

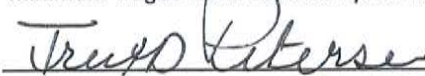
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
77-3125-614, SE 37th Street	0013	\$240,793.67	\$0.00	\$240,793.67
Voucher Total:				\$240,793.67

Summary

Current Voucher Total:	\$240,793.67	Earnings to date:	\$5,700,813.99
-Current Retainage:	\$0.00	- Retainage to date:	\$30,000.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$240,793.67	Net Earnings to date:	\$5,670,813.99
		- Payments to date:	\$5,430,020.32
		Net Earnings this period:	\$240,793.67

Estimate Certification

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.



Concrete Technologies Inc

5-19-20

(Date)



Matt Ahrens, P.E., City of Grimes

5-19-20

(Date)

Casey Patton

Digitally signed by Casey Patton
DN: C=US, E=cpatton@hrgreen.com, O=HR Green,
OU=Highways-Iowa, CN=Casey Patton
Reason: I am approving this document
Date: 2020.05.18 16:07:47 -0500

5/18/2020

(Date)

Casey Patton, P.E., HR Green



Construction Pay Estimate Amount Balance Report

Estimate: 22

5/18/2020 3:35 PM

FieldManager 5.3c

Iowa Department of Transportation

Contract: _77-3125-614, PCC Pavement- Grade and Replace

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0010	CLEAR+GRUBB	2101-0850002	27.600	UNIT		0.000			300.00000	
0020	EXCAVATION, CL 10, RDWY+BORROW	2102-2710070	8,837.000	CY	163.700	10,979.295	10,979.295	124%	18.75000	\$205,861.79
0030	TOPSOIL, STRIP, SALVAGE+SPREAD	2105-8425015	5,197.000	CY		330.770	330.770	6%	18.75000	\$6,201.94
0040	SPECIAL COMPACTION OF SUBGRADE	2109-8225100	47.600	STA		47.600	47.600	100%	1,500.00000	\$71,400.00
0050	GRANULAR MAT'L	2110-3825010	500.000	TON		347.360	347.360	69%	30.00000	\$10,420.80
0060	MODIFIED SUBBASE	2115-0100000	5,368.000	CY	1,301.821	6,283.820	6,283.820	117%	62.50000	\$392,738.77
0070	GRANULAR SHLD, TYPE A	2121-7425010	261.800	TON		107.850	107.850	41%	37.50000	\$4,044.38
0080	SHLD FINISH, EARTH	2123-7450020	73.200	STA		15.810	15.810	22%	225.00000	\$3,557.25
0090	RELOCATION OF MAIL BOX	2213-7100400	6.000	EACH		5.000	5.000	83%	600.00000	\$3,000.00
0100	PAV'T, SCARIFICATION	2214-5145150	441.000	SY		417.223	417.223	95%	10.50000	\$4,380.84
0110	STD/S-F PCC PAV'T, CL C CL 3, 8"	2301-1033080	1,178.000	SY	-328.371	3,078.330	3,078.330	261%	95.00000	\$292,441.35
0120	STD/S-F PCC PAV'T, CL C CL 3, 9.5"	2301-1033095	29,107.000	SY	1,264.382	30,662.466	30,662.466	105%	69.50000	\$2,131,041.41
0130	MEDIAN, PCC, 6"	2301-4875006	451.800	SY	450.100	476.100	476.100	105%	100.00000	\$47,610.00
0140	PCC PAV'T SAMPLE	2301-6911722	1.000	LS		0.000			5,000.00000	
0150	HMA HT BASE, 3/4"	2303-1041750	295.300	TON		419.050	419.050	142%	120.00000	\$50,286.00
0160	HMA HT INTERMEDIATE, 1/2"	2303-1042500	154.400	TON		0.000			120.00000	
0170	HMA HT SURF, 1/2", NO FRIC	2303-1043500	201.400	TON		129.620	129.620	64%	105.00000	\$13,610.10
0180	ASPH BINDER, PG 58-28S	2303-1258283	12.000	TON		13.240	13.240	110%	650.00000	\$8,606.00
0190	ASPH BINDER, PG 58-28H	2303-1258284	23.300	TON		0.000			725.00000	
0200	TEMPORARY PAV'T	2304-0101000	1,076.000	SY	92.820	2,551.750	2,551.750	237%	65.00000	\$165,863.76
0210	RMVL OF EXIST STRUCT	2401-6745650	1.000	LS		1.000	1.000	100%	15,000.00000	\$15,000.00
0220	RMVL OF SIGN	2401-6745910	6.000	EACH		2.000	2.000	33%	65.00000	\$130.00
0230	APRON, CONC, 15"	2416-0100015	2.000	EACH		2.000	2.000	100%	1,500.00000	\$3,000.00
0240	APRON, CONC, 24"	2416-0100024	1.000	EACH		1.000	1.000	100%	2,000.00000	\$2,000.00
0250	SEGMENTAL BLOCK RETAIN WALL	2431-0000100	3,585.000	SF		2,350.000	2,350.000	66%	45.25000	\$106,337.50
0260	INTAKE, SW-501	2435-0250100	3.000	EACH		3.000	3.000	100%	6,250.00000	\$18,750.00
0270	INTAKE, SW-505	2435-0250500	15.000	EACH		15.000	15.000	100%	6,900.00000	\$103,500.00
0280	INTAKE, SW-506	2435-0250600	2.000	EACH		2.000	2.000	100%	11,300.00000	\$22,600.00

Contract: _77-3125-614

Estimate: 22

Page 1 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 22

5/18/2020 3:35 PM

Iowa Department of Transportation

FieldManager 5.3c

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0290	INTAKE, SW-507	2435-0250700	1.000	EACH		1.000	1.000	100%	5,000.00000	\$5,000.00
0300	INTAKE, SW-509	2435-0250900	5.000	EACH		5.000	5.000	100%	9,375.00000	\$46,875.00
0310	INTAKE, SW-512, 24"	2435-0251224	1.000	EACH		1.000	1.000	100%	2,875.00000	\$2,875.00
0320	MANHOLE ADJUSTMENT, MINOR	2435-0600010	6.000	EACH		5.000	5.000	83%	1,250.00000	\$6,250.00
0330	SUBDRAIN, PERFORATED PLASTIC PIPE, 4"	2502-8212204	2,022.000	LF		1,661.000	1,661.000	82%	18.75000	\$31,143.75
0340	SUBDRAIN, PERFORATED PLASTIC PIPE, 8"	2502-8212208	315.000	LF		315.000	315.000	100%	22.50000	\$7,087.50
0350	SUBDRAIN RISER, 6"	2502-8221006	6.000	EACH		6.000	6.000	100%	690.00000	\$4,140.00
0360	SUBDRAIN OUTLET, DR-303	2502-8221303	8.000	EACH		1.000	1.000	13%	250.00000	\$250.00
0370	SUBDRAIN OUTLET, 500-10	2502-8225010	2.000	EACH		2.000	2.000	100%	470.00000	\$940.00
0380	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	2503-0114212	2.000	LF		2.000	2.000	100%	563.00000	\$1,126.00
0390	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	2503-0114215	285.000	LF		301.000	301.000	106%	100.00000	\$30,100.00
0400	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	2503-0114218	184.000	LF		192.000	192.000	104%	106.50000	\$20,448.00
0410	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	2503-0114224	242.000	LF		242.000	242.000	100%	120.00000	\$29,040.00
0420	RMV STORM SWR PIPE LE 36"	2503-0200036	1,074.000	LF		1,074.000	1,074.000	100%	37.50000	\$40,275.00
0430	ENGINEER FABRIC	2507-3250005	112.000	SY		77.778	77.778	69%	6.25000	\$486.11
0440	EROSION STONE	2507-8029000	22.000	TON		108.730	108.730	494%	75.00000	\$8,154.75
0450	RMVL OF PAVT	2510-6745850	15,972.000	SY	1,168.279	15,972.000	15,972.000	100%	11.75000	\$187,671.00
0460	RMVL OF SIDEWALK	2511-6745900	23.000	SY		23.000	23.000	100%	10.00000	\$230.00
0470	DRIVEWAY, PCC, 7"	2515-2475007	1,544.000	SY		950.140	950.140	62%	75.00000	\$71,260.50
0480	SAFETY CLOSURE	2518-6910000	31.000	EACH		16.000	16.000	52%	125.00000	\$2,000.00
0490	RMV+REINSTALL SIGN	2524-6765010	2.000	EACH		2.000	2.000	100%	190.00000	\$380.00
0500	TRAFFIC SIGNALIZATION	2525-0000100	1.000	LS		0.980	0.980	98%	392,000.00000	\$384,160.00
0510	PAINTED PAVT MARK, WATERBORNE/SOLVENT	2527-9263109	177.200	STA	45.960	45.960	45.960	26%	40.00000	\$1,838.40
0520	PAINTED PAVT MARK,	2527-9263118	152.200	STA		323.040	323.040	212%	165.00000	\$53,301.60

Contract: 77-3125-614

Estimate: 22

Page 2 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 22

5/18/2020 3:35 PM

Iowa Department of Transportation

FieldManager 5.3c

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0530	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	2527-9263137	13.000	EACH	6.000	8.000	8.000	62%	108.00000	\$864.00
0540	PAVT MARK RMVD	2527-9263180	13.100	STA	48.400	84.910	84.910	648%	69.00000	\$5,858.79
0550	GROOVE CUT - PAVT MARK	2527-9270111	127.400	STA	125.880	125.880	125.880	99%	45.00000	\$5,664.60
0560	GROOVE CUT - SYMBOL+LEGEND	2527-9270120	12.000	EACH	12.000	12.000	12.000	100%	125.00000	\$1,500.00
0570	TRAFFIC CONTROL	2528-8445110	1.000	LS	0.100	0.950	0.950	95%	200,000.00000	\$190,000.00
0580	FLAGGER	2528-8445113	10.000	EACH	4.000	100.000	100.000	1000%	480.00000	\$48,000.00
0590	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	2528-9290050	15.000	CDAY		38.000	38.000	253%	125.00000	\$4,750.00
0600	MOBILIZATION	2533-4980005	1.000	LS		1.000	1.000	100%	473,000.00000	\$473,000.00
0610	TRENCH FOUNDATION	2552-0000210	100.000	TON		0.000			50.00000	
0620	REPLACEMENT OF UNSUITABLE BACKFILL MAT'L	2552-0000220	200.000	CY		0.000			15.00000	
0630	TRENCH COMPACTION TESTING	2552-0000300	1.000	LS		0.000			17,500.00000	
0640	VALVE BOX EXTENSION	2554-0212020	12.000	EACH		5.000	5.000	42%	250.00000	\$1,250.00
0650	('EACH' ITEM) HYDRANT RELOCATION	2599-9999005	1.000	EACH		0.000			4,500.00000	
0660	('EACH' ITEM) PROTECT TREE	2599-9999005	8.000	EACH		0.000			500.00000	
0670	('LINEAR FEET' ITEM) SUBDRAIN TRENCHED 15IN DIA	2599-9999009	2,626.000	LF		2,316.000	2,316.000	88%	100.00000	\$231,600.00
0680	('LINEAR FEET' ITEM) SUBDRAIN TRENCHED 18IN DIA.	2599-9999009	254.000	LF		254.000	254.000	100%	145.00000	\$36,830.00
0690	('LINEAR FEET' ITEM) SUBDRAIN TRENCHED 24IN DIA.	2599-9999009	41.000	LF		43.000	43.000	105%	200.00000	\$8,600.00
0700	MULCH, WOOD CELLULOSE FIBER	2601-2634150	2.700	ACRE		4.230	4.230	157%	2,750.00000	\$11,632.50
0710	SEED+FERTILIZE (URBAN)	2601-2636044	5.400	ACRE		0.890	0.890	16%	1,190.00000	\$1,059.10
0720	SLOPE PROTECTION, WOOD EXCELSIOR	2601-2638352	34.000	SQ		0.000			25.00000	
0730	SILT FENCE	2602-0000020	3,180.000	LF		685.000	685.000	22%	1.90000	\$1,301.50
0740	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	2602-0000071	3,180.000	LF		0.000			0.25000	
0750	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	2602-0000101	3,180.000	LF		0.000			0.25000	
0760	STAB CONSTR ENTRANCE, EC-303	2602-0000150	144.000	LF		0.000			95.00000	

Contract: _77-3125-614

Estimate: 22

Page 3 of 4



Construction Pay Estimate Amount Balance Report

Estimate: 22

5/18/2020 3:35 PM

FieldManager 5.3c

Iowa Department of Transportation

Project: 77-3125-614, SE 37th Street

Category: 1, participating

Prop. Line	Item Description	Item Code	Authorized Qty.	Unit	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
0770	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	2602-0000309	1,040.000	LF		2,780.000	2,780.000	267%	3.25000	\$9,035.00
0780	RMVL OF PERIMETER+SLOPE SEDIMNT CNTL DEV	2602-0000350	1,040.000	LF		0.000			0.25000	
0790	MOBILIZATION, EROSION CONTROL	2602-0010010	12.000	EACH		6.000	6.000	50%	500.00000	\$3,000.00
0800	MOBILIZATION, EMERGENCY EROSION CONTROL	2602-0010020	4.000	EACH		0.000			1,000.00000	
0805	CONNECTION TO EXIST MANHOLE	2435-0700010	1.000	EACH		1.000	1.000	100%	800.00000	\$800.00
0810	('EACH' ITEM) Traffic Control with Detour Sign Set-up	2599-9999005	2.000	EACH		2.000	2.000	100%	3,000.00000	\$6,000.00
0815	('EACH' ITEM) Control Cabinet Foot Adjustment	2599-9999005	1.000	EACH		1.000	1.000	100%	700.00000	\$700.00
0840	('CUBIC YARDS' ITEM) Cold Weather Paving Protection Hot Water for PCC Mixing	2599-9999003	777.000	CY		1,892.000	1,892.000	244%	7.50000	\$14,190.00
0845	('SQUARE YARDS' ITEM) Cold Weather Paving Protection Coverage Layer 1	2599-9999018	3,279.000	SY		3,279.000	3,279.000	100%	5.00000	\$16,395.00
0850	('SQUARE YARDS' ITEM) Cold Weather Paving Protection Coverage Layer 2	2599-9999018	767.000	SY		767.000	767.000	100%	3.50000	\$2,684.50
0855	('SQUARE YARDS' ITEM) Cold Weather Paving Protection Coverage Layer 3 and 4	2599-9999018	767.000	SY		767.000	767.000	100%	3.50000	\$2,684.50
0860	('TONS' ITEM) Cold Mix Patch	2599-9999020	11.440	TON		0.000			146.00000	
0865	TEMP BARRIER RAIL, CONC Temporary Barrier Rail (TBR), Concrete	2528-8400048	100.000	LF		100.000	100.000	100%	30.00000	\$3,000.00
0870	('LUMP SUM' ITEM) Traffic Signal Mast-Arm Shim Adjustment	2599-9999010	1.000	LS		1.000	1.000	100%	3,000.00000	\$3,000.00

Subtotal for Category 1: 5700813.99

Subtotal for Project 77-3125-614: 5700813.99

Percentage of Contract Completed(curr): 104%
(total earned to date / total of all authorized work)

Total Amount Earned This Estimate: \$240,793.67

Total Amount Earned To Date: \$5,700,813.99

Contract: 77-3125-614

Estimate: 22

Page 4 of 4

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



Date: May 20, 2020
To: City Council
From: Erik Fisk
Re: Time & Attendance Payroll Module

The City of Grimes currently uses gWorks as a software for its comprehensive Accounting/Payroll/Utility Billing software system.

One Human Resources objective has been to streamline time reporting and payroll, as the City currently has 52 full-time and 34 part-time active employees. With employees spread across 5 departments (City Hall, Public Works, Library, Parks & Rec, Fire), there are five different departmental time sheets and time reporting methodologies. To boost efficiency and lessen the time City staff devotes to payroll, we have been evaluating electronic time reporting solutions.

While many "stand-alone" time reporting apps and/or software solutions offer ease of time reporting, none offers the direct-to-paycheck method as the integrated "module" does in the gWorks suite of software products. The Finance Director and I observed a live product demo of the module in January and budgeted for its implementation this year. Attached is a contract with the vendor that reports both (a) implementation and (b) annual license fees for this module (1/2 yearly rate for first year with anticipated start date of July 1).

Staff recommends approval.

SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

GWORKS
3905 S 148TH ST., SUITE 200
OMAHA, NE 68144-5530

Division and Company: City of Grimes IA
Attention of/Department: Mr. Eric Fisk
Street Address: 101 NE Harvey Street
City, State, Zip Code: Grimes, IA 50111

Contract Preparation Date: 05/15/2020

GIS Workshop, LLC doing business as gWorks (hereafter "gWorks"), agrees to sell and Customer agrees to purchase the license to use the software computer programs or packages listed in accordance with the following terms and conditions. The program(s) or package(s) licensed by Customer will be referred to hereinafter as "program", and includes the annual updates if indicated below as applicable.

SIMPLE CITY SOFTWARE and PROFESSIONAL SERVICES

Remote Implementation of Payroll Time & Attendance

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	\$3,900.00	\$3,900.00

All Services are billable unless otherwise stated.

Note: Pricing for Payroll Time & Attendance is based on the current capabilities of our design. If you have unique pay policies that require additional development, there may be additional charges. Payroll Time & Attendance is a web-based solution. Implementation time varies with the unique pay policies observed during installation.

SIMPLECITY SOFTWARE AND IMPLEMENTATION:

\$3,900.00

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$1,950.00</u>
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$1,950.00</u>

SimpleCity Software Annual License Fee (ALF)	\$1,340.00
SimpleCity Software Product Support Agreement (PSA)	\$1,660.00

The Annual fees are billed after the software solution is implemented. The fees are prorated from that implementation date through the end of the calendar year. Fees for subsequent calendar years are billed out annually.

1. PAYMENT. Customer shall pay gWorks remainder of the one-time Program License Fee on delivery of the program. Customer shall pay gWorks an Annual License Fee, if applicable, for each calendar year, or portion thereof, for the specified duration of the license.

2. GRANT OF LICENSE. gWorks grants to Customer a personal, nonassignable, nontransferable and nonexclusive license to use program solely in the conduct of Customer's business, only at the locations designated by Customer on the final page of this Agreement. Customer acquires only the right to use the program and does not acquire any legal or equitable right of ownership in program. This Agreement and the license granted pursuant hereto may not be mortgaged, pledged, assigned, sublicensed, leased or otherwise transferred by Customer without prior written consent from gWorks. Customer may not reverse engineer or attempt to derive the source code of the program.

3. TAXES. In the event that the license herein is or becomes the subject of any tax, assessment tariff, duty or other tax or assessment, payment of any such tax or assessment shall be the responsibility of Customer and, if gWorks is assessed, Customer shall promptly reimburse gWorks for any payment made. In the event that a waiver or exemption is available to avoid such an assessment, it shall be Customer's responsibility to apply for such waiver and pay the expense thereof.

4. MODIFICATION. Customer shall inform gWorks in writing of any modifications made by Customer to Customer's computer hardware.

5. DELIVERY. If a delivery date is specified, the program shall be delivered on the date specified, provided, however, if delivery is delayed through no fault of gWorks, the date of delivery shall be extended for a period of time equal to the period of delay.

6. DUPLICATION. Customer will not permit the program or related materials to be duplicated or used at any other than the original location or substitute location as provided herein, whether gratuitously or for a valuable consideration, by or for the benefit of any organization, corporation, partnership, business association or individual.

7. PROPRIETARY RIGHTS. Customer recognizes that program system, documentation, manuals and other materials supplied by gWorks to Customer are subject to the proprietary rights of gWorks. Customer agrees with gWorks that program documentations and all information or data supplied by gWorks in machine readable forms are trade secrets of gWorks and as such are protected by civil and criminal law and by the law of copyright and are very valuable to gWorks and that their use and disclosure must be carefully and continuously controlled. Customer shall not provide or otherwise make available any licensed program or related materials, in any form, to any other person without prior written consent from gWorks. Upon termination of this Agreement, Customer shall return program and related documents to gWorks.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND LIMITATIONS

8. LIMITED WARRANTY--LIMITATION AND DISCLAIMER.

a. gWorks provides no warranty with respect to software resold by this agreement, which was developed by another manufacturer. Any warranty of the other manufacturer is assigned to Customer.

b. With respect to software developed by gWorks, gWorks represents and warrants that the software is free from defects and will conform to specifications. gWorks will replace or correct, at gWorks' election and sole expense, any defective portion of the software for a period of 90 days. Customer acknowledges that Customer has reviewed the software, and selected the design and quality of the program and agrees that the software is suitable for Customer's purposes and, in particular, Customer has determined that the software specifications are appropriate for operation in the Customer's environment.

c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT WILL GWORKS BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, EVEN IF GWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GWORKS' LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GWORKS IN THE THREE (3) MONTHS PRECEDING A CLAIM OR, IF NO PAYMENTS HAVE BEEN MADE, THE ANNUAL LICENSE FEE FOR THE YEAR IN WHICH THE CLAIM WAS MADE.

e. CUSTOMER'S REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE.

9. NON-WAIVER. No delay or failure of gWorks in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights hereunder. gWorks may accept any payments from any person tendering the same without thereby accepting such person as Customer hereunder or waiving any breach of covenant or provision against assignment or transfer by Customer.

10. ASSIGNMENT. gWorks may assign its rights under this Agreement. Customer, upon receiving notice from gWorks of any such assignment, shall abide thereby and make payments as directed. Customer's rights to use program documentation, manuals and other materials supplied by gWorks hereunder shall not be assigned, licensed, or transferred to a successor, affiliate, or any other person, firm, corporation or organization, voluntarily by operation of law, or in any other manner without the prior written consent of gWorks nor shall Customer permit any other person or organization to use program.

11. SEVERABILITY. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the remaining terms shall have full force and effect.

12. BINDING EFFECT. Customer agrees that this Agreement binds the same to Customer and each of its employees, agents, representatives, and associates.

13. APPLICABLE LAW. This Agreement shall be construed and enforced according to the laws of the State of Nebraska.

14. NOTICE. All notices or communications given or sent to either party, except emergency requests for services, must be in writing and delivered in person or sent by certified mail, return receipt requested, to Customer and gWorks at their designated addresses or such other addresses as either party shall designate in writing.

15. CUSTOMER'S REMEDIES. Customer's remedies in this Agreement are exclusive.

16. ENTIRE AGREEMENT AND AMENDMENTS. This Agreement supersedes all proposals, or written, and oral negotiations, conversations, or discussions, heretofore had between the parties related to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance with the terms and conditions of any order or other instruments submitted by Customer. No agent, employee or representative of gWorks has any authority to bind gWorks to any affirmation, representations or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Customer. This Agreement may not be waived, altered or modified except by written agreement of the parties.

17. EFFECTIVE DATE. This Agreement shall be effective upon the date set forth below when executed by both parties.

18. TERMINATION. gWorks may terminate the rights of Customer under this Agreement in the event of a default by Customer. gWorks' software has been designed to cease functioning in the event that the annual license fee is unpaid. Customer acknowledges the existence of this feature in the software and specifically waives any claim for consequential damages, which may result. In the event of default, all unpaid Annual Program Update License fees and any other charges payable for the entire duration of this Agreement shall, upon written notice by gWorks become due and payable. This remedy shall be in addition to any other remedy lawfully available to gWorks. In the event of termination by gWorks or by Customer (as herein provided) Customer shall return the program and all related materials within ten (10) days, (as provided in paragraph seven), certifying to gWorks that all copies or partial copies have been destroyed. Customer shall remain liable for all unpaid charges required to be paid under this Agreement including; unpaid Annual Program Update License fees, notwithstanding such termination. Default in respect to payment shall mean the Customer's failure to pay any amount, which is past due, within ten (10) days after written notice to Customer that the payment is delinquent. Default is further defined to include the following: an assignment, sale, mortgage, sublease or sublicense of the program by Customer; levy of execution or attachment upon the program or any attempt to levy the same; breach of any proprietary right of gWorks (as defined by paragraph seven); of Customer's breach of any of the other terms or conditions hereof. In the event of breach of default of this Agreement, Customer shall hold gWorks harmless from all reasonable attorney's fees, costs and interest (at the highest rate permitted by law) arising by reason of such breach or default, from the date of the default or breach, in addition to other damages. Customer shall have the right to terminate this Agreement upon thirty-(30) days written notice. In such event, Customer shall be required to return the program and related materials as provided herein and shall be responsible to pay all charges required to be paid under this Agreement for the duration of the license. Customer shall not have the right to terminate after Customer is in breach of this contract. gWorks shall not be required, under any circumstances, to refund any portion of the One Time Program License Fee or the Annual Program Update License Fee, already paid.

19. INDEMNIFICATION. Customer agrees to indemnify, defend and hold gWorks, its affiliates, directors, officers, employees, independent contractors and agents harmless from and against any and all liability, claims, loss, damage or expense, including but not limited to reasonable attorney's fees ("Loss"), with respect to any claim by any third party arising from (i) Customer's use of the program or (ii) Customer's breach of this Agreement.

20. CUSTOMER DATA. gWorks does not own any of the data, information, or material that Customer submits or enters into, submits, or utilizes with the program ("Customer Data"). Customer, not gWorks, shall have sole responsibility for the accuracy, compliance, quality, integrity, legality and reliability of all Customer Data. IT IS THE CUSTOMER'S RIGHT AND OBLIGATION TO HAVE ITS OWN INDEPENDENT INTERNAL PROCEDURES AND MECHANISMS TO ENSURE COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, ORDINANCES, TO SAFEGUARD AGAINST FRAUD, INACCURACIES AND NEGLIGENCE, AND TO ENSURE QUALITY AND RELIABILITY OF CUSTOMER DATA.

THE PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

THIS AGREEMENT entered into this _____ day of _____, 20_____.

PURCHASER:

(Sign Here) _____

Customer Signature

Print Name: _____

Title: _____

ACCEPTED:

GWORKS

3905 S 148TH ST., SUITE 200

OMAHA, NE 68144

By: _____

Title: _____

Date Accepted: _____



10817 West County Road 60
Midland, TX 79707

(432) 617-4200



Invoice: 130-1472911

Date: 1/24/2019

Page: 1

View/Pay invoices online. Call 432-617-4200 to find out how

Bill To:

Grimes City Hall

101 NE Harvey St

invoice emailed

Grimes, IA 50111

Ship To:

City of Grimes- James St

1801 N James St

Grimes, IA 50111

PO # / AFE#	Customer ID	Payment Terms		Ticket Number	Service Date
NA	130-GRIGRI-0000	Net 30			1/23/2019
Quantity	Item Number	Description	U OF M	Unit Price	Extended Price
9,060.00	130003	Bulk Co2	LBS	0.1310	1,186.86

Please Remit To:

PO BOX 733005
Dallas, TX 75373-3005

SubTotal	1,186.86
Misc	0.00
Tax	0.00
Discount	0.00
Total	1,186.86
Credit/Payment	0.00
Net Due	1,186.86

Customer ID: 130-GRIGRI-0000



10817 West County Road 60
Midland, TX 79707

(432) 617-4200



Invoice: 130-1473345

Date: 4/16/2019

Page: 1

View/Pay invoices online. Call 432-617-4200 to find out how

Bill To:

Grimes City Hall
101 NE Harvey St
invoice emailed
Grimes, IA 50111

Ship To:

City of Grimes- James St
1801 N James St
Grimes, IA 50111

PO # / AFE#	Customer ID	Payment Terms		Ticket Number	Service Date
NA	130-GRIGRI-0000	Net 30			4/15/2019
Quantity	Item Number	Description	U OF M	Unit Price	Extended Price
9,336.00	130003	Bulk Co2	LBS	0.1310	1,223.02

Please Remit To:

PO BOX 733005
Dallas, TX 75373-3005

SubTotal	1,223.02
Misc	0.00
Tax	0.00
Discount	0.00
Total	1,223.02
Credit/Payment	0.00
Net Due	1,223.02

Customer ID: 130-GRIGRI-0000



10817 West County Road 60
Midland, TX 79707

(432) 617-4200



Invoice: 130-1475122

Date: 8/30/2019

Page: 1

View/Pay invoices online. Call 432-617-4200 to find out how

Bill To:

Grimes City Hall

101 NE Harvey St

invoice emailed

Grimes, IA 50111

Ship To:

City of Grimes- James St

1801 N James St

Grimes, IA 50111

PO # / AFE#	Customer ID	Payment Terms		Ticket Number	Service Date
NA	130-GRIGRI-0000	Net 30			8/23/2019
Quantity	Item Number	Description	U OF M	Unit Price	Extended Price
6,860.00	130003	Bulk Co2	LBS	0.1310	898.66

Please Remit To:

PO BOX 733005
Dallas, TX 75373-3005

SubTotal	898.66
Misc	0.00
Tax	0.00
Discount	0.00
Total	898.66
Credit/Payment	0.00
Net Due	898.66

Customer ID: 130-GRIGRI-0000



10817 West County Road 60
Midland, TX 79707

(432) 617-4200



Invoice: 130-1475711

Date: 11/27/2019

Page: 1

View/Pay invoices online. Call 432-617-4200 to find out how

Bill To:

Grimes City Hall

101 NE Harvey St

invoice emailed

Grimes, IA 50111

Ship To:

City of Grimes- James St

1801 N James St

Grimes, IA 50111

PO # / AFE#	Customer ID	Payment Terms		Ticket Number	Service Date
NA	130-GRIGRI-0000	Net 30			11/26/2019
Quantity	Item Number	Description	U OF M	Unit Price	Extended Price
7,680.00	130003	Bulk Co2	LBS	0.1310	1,006.08

Please Remit To:

PO BOX 733005
Dallas, TX 75373-3005

SubTotal	1,006.08
Misc	0.00
Tax	0.00
Discount	0.00
Total	1,006.08
Credit/Payment	0.00
Net Due	1,006.08

Customer ID: 130-GRIGRI-0000



Midland, TX 79701
(432) 617-4200

Customer Statement

Date:	5/1/2020
Account:	130-GRIGRI-0000

Grimes City Hall
101 NE Harvey St
invoice emailed
Grimes , IA 50111

Ship To:

Grimes Water Treatment Plant-
James St
1801 N James St
Grimes, IA 50111

Document No.	PO#	Date	Code	Due Date	Original Amount	Balance Due
130-1472911		1/24/2019	SLS	2/23/2019	\$1,186.86	\$1,186.86
130-1473345		4/16/2019	SLS	5/16/2019	\$1,223.02	\$1,223.02
130-1473515		5/23/2019	SLS	6/22/2019	\$1,186.86	\$1,186.86
130-1473632		6/20/2019	SLS	7/20/2019	\$592.12	\$592.12
130-1475122		8/30/2019	SLS	9/29/2019	\$898.66	\$898.66
130-1475711		11/27/2019	SLS	12/27/2019	\$1,006.08	\$1,006.08
130-1487442		4/17/2020	SLS	5/17/2020	\$607.31	\$607.31
					Total :	\$6,700.91

View/Pay invoices online at <https://epay.relco2.com/epay130>

Remit To:

P.O. Box 671243
Dallas, TX 75267-1243

Current	1 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 180 Days	181 and Over
\$607.31	\$0.00	\$0.00	\$0.00	\$0.00	\$1,006.08	\$5,087.52

Customer ID: 130-GRIGRI-0000

Payment Terms: Net 30

27407 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier

Reliant Gas LTD

Name

10817 West County Rd. Co. Midland TX 79707

Address

432-617-4200

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Bulk CO ₂	1	898.66	898.66
Bulk CO ₂	1	1,006.08	1,006.08
Total			1,904.74

PURCHASE JUSTIFICATION:

600-810-6501

DEPARTMENT:

Water

LINE ITEM:

BEGINNING BUDGET BALANCE:

ENDING BUDGET BALANCE:

PURCHASE REQUESTED BY:

J. Waters

DATE: 5-19-20

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jake Andersson

City Administrator

msh

5-20-20

Date

Council Approval date: (if over \$5,000)



Purchaser's Copy



Vendor's Copy



File Copy

P.O. No. _____

27406 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Reliant Cases LTD
Name
10817 West County Road 60. Midland, TX 79707
Address
432-617-4200
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Bulk Co2	1	1,186.86	1,186.86
Bulk Co2	1	1,223.02	1,223.02
Bulk Co2	1	592.12	592.12
Total			3,002.00

PURCHASE JUSTIFICATION: _____

600-810-6501

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: J. Waters DATE: 5-19-2020

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Jale Anderson mch 5-20-20
City Administrator Date

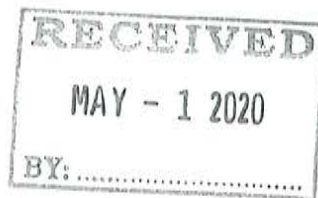
Council Approval date: (if over \$5,000)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



10817 West County Road 60
Midland, TX 79707

(432) 617-4200



Invoice: 130-1473515

Date: 5/23/2019

Page: 1

View/Pay invoices online. Call 432-617-4200 to find out how

Bill To:

Grimes City Hall

101 NE Harvey St

invoice emailed

Grimes, IA 50111

Ship To:

City of Grimes- James St

1801 N James St

Grimes, IA 50111

PO # / AFE#	Customer ID	Payment Terms		Ticket Number	Service Date
NA	130-GRIGRI-0000	Net 30			5/15/2019
Quantity	Item Number	Description	U OF M	Unit Price	Extended Price
9,060.00	130003	Bulk Co2	LBS	0.1310	1,186.86

Please Remit To:

PO BOX 733005
Dallas, TX 75373-3005

SubTotal	1,186.86
Misc	0.00
Tax	0.00
Discount	0.00
Total	1,186.86
Credit/Payment	0.00
Net Due	1,186.86

Customer ID: 130-GRIGRI-0000

City of Grimes Claims 5 26 2020

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT	121
CENTRAL PUMP AND MOTOR	REROUTE BLOWER DISCHARGE	2,911.07
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	1,669.99
A TECH INC.	GCC TEST FIRE SYSTEM	385
ACCU JET	INSTALL LINER/VAC LIFT STATION	18,712.24
AIA CORPORATION	DUTY BELT - RATH	89.99
ALLENDER BUTZKE ENGINEERS	WATER PROJECTS	5,280.35
EUROFINS TESTAMERICA	STATE TESTS	1,585.00
JOHNSON CONTROLS SECURITY	6/1 - 8/31/20	451.35
BAKER & TAYLOR	LIBRARY MATERIALS	1,151.29
BANKERS TRUST COMPANY	Bank fees	49.3
BLACK HILLS ENERGY	POWER	415.18
BOMGAARS	SUPPLIES/EMPLOYEE SAFETY SUPPLIES	577.16
CAPITAL SANITARY SUPPLY	PAPER PRODUCTS	289.2
CENTRAL IOWA PEST	PEST CONTROL	325
CENTRAL IOWA MECHANICAL	MAINTENANCE	458
CIVIL DESIGN ADVANTAGE	WRA SANITARY SEWER CONNECT	12,283.11
COLLECTION SERVICES CENTER	CHILD SUPPORT	783.78
CONCRETE TECHNOLOGIES INC	SE 37TH @ HWY 141	240,938.57
CONTRACTORS RENTAL CO.	EQUIPMENT RENTAL	95
PIETSCH CHRISTINE	ROOM RENTAL REFUND COVID	140
DELTA DENTAL OF IOWA	EMPLOYEE INSURANCE	191.55
FIRE RECOVERY EMS	APRIL FEES	1,074.17
GRAND CONSULTING	DATA PORTS	126.25
HACH COMPANY	LAB SUPPLIES	313.5
HAWKINS INC.	CHLORINE	2,925.44
RELIANT GASES, LTD	BULK CO2	6,093.60
STATE HYGIENIC LABORATORY	STATE TESTS	236.5
IOWA FINANCE AUTHORITY	SRF BOND PRIN & INTEREST PAYMENTS	1,427,014.34
INTERSTATE BATTERY	BATTERIES	17.5
IOWA DEPT OF REVENUE	STATE TAXES	12,169.00
IOWA DEPT.OF TRANSPORTION	SIGN BASES	523.5
IOWA ONE CALL	LOCATES	423
IPERS	IPERS- REGULAR	46,363.01
JETCO, INC.	SERVICE	734.8
KECK ENERGY	FUEL	1,377.44
PETERS RYAN	HBI SPRING 2020	500
LEAF	COPIER	252.53
LIBERTY READY MIX	STREET MAINT	330
LOGAN CONTRACTORS SUPPLY	STREET MAINT	62.72
MAIL SERVICES	MAY STATEMENTS	3,180.19
MARTIN MARIETTA AGGREGATE	NORTH COMPLEX PATIO	77.56
MEDIACOM	PHONE/INTERNET	374.92
METRO WASTE AUTHORITY	30 COMPOST CARTS	1,590.00
MIDAMERICAN ENERGY	POWER	10,860.26
MISSISSIPPI LIME CO.	QUICKLIME	4,378.50

MUNICIPAL SUPPLY, INC.	METERS	26,685.22
NAPA AUTO PARTS	REPAIRS	134.16
OFFICE DEPOT CITY HALL	SUPPLIES	145.53
TRUE VALUE	CLEANING SUPPLIES	29.63
POLK COUNTY TREASURER	APRIL SHERIFF SERVICE	115,310.03
PRAXAIR DISTRIBUTION INC.	RENT/LEASE 5/5/21 HI PRESSURE	175.95
RANKIN COMMUNICATION	MOVED PHONE COVID19	199
P.R.I.M.E. BENEFIT SYSTEM	FLEX SPENDING	1,327.42
SYNCB/AMAZON	CLEANING MATERIALS/LIB MATERIALS	1,655.89
TIMBERPINE, INC	TREES FOR ARBOR DAY PLANTING	3,370.00
UNIQUE MANAGEMENT SERVICE	LIBRARY COLLECTION SERVICE	26.85
US WATER	Monthly bill	70,010.74
CINTAS CORPORATION - #762	MATS	273.88
USA BLUE BOOK	HYDRANT VALVE	1,521.27
VERIZON WIRELESS, BELLEVU	PHONES	663.53
QUICK SUPPLY CO.	STRAW BLANKET	512
VAN METER INC.	FUSES	77.8
VAN WALL EQUIPMENT	PARK EQUIP MAINT	325.39
MELROY RICHARD	HBI SPRING 2020	500
WELLMARK BLUE CROSS	EMPLOYEE INSURANCE	46,004.41
WHITFIELD & EDDY	CITY PROFESSIONAL FEES	18,287.50
CENTURY LINK	PHONE	1,619.57
GATEHOUSE MEDIA IOWA HOLD	PUBLICATION	1,175.96
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	182.93
EFTPS	FED/FICA TAX	34,917.61
EAKLE ROBERT/PATRICIA	HBI SPRING 2020	500
HR GREEN	SE 37TH & HWY 141 RECONSTRUCT	19,707.85
THORSON MARY	RM RENTAL REFUND COVID	60
GWORCS	DOWN PAYMENT ON PAYROLL SOFTWR	1,950.00
ARMOR ELECTRIC, LLC	INSPECT NEW STORAGE AREA-PW	158
DES MOINES ASPHALT & PAVE	STREET MAINT	407.2
WILLEY, AMANDA	MILEAGE - MANDY	33.18
AMDAHL, BRUCE	RM RENTAL REFUND COVID	45
MCCLURE ENGINEERING	RO WTR TREATMENT PLT-PHASE 1	74,593.25
COPY SYSTEMS INC	COPIER	39
GETTYS NATHAN	REIMBURSE SAFETY SUPPLIES	97.74
RENAISSANCE GROUP INC	LIBRARY CASEBOOK DES & VIDEO WORK	1,200.00
VOYA	DEFER COMP PRE	731
AIG	DEFER COMP ROTH	332.5
HORACE MANN	DEFER COMP ROTH	150
MASSMUTUAL	DEFER COMP PRE	435
STRAUSS SECURITY SOLUTIOS	PW KEY ENTRY REPAIR	90
IOWA DEPT OF HUMAN SERVIC	JUNE 2020 STATE SHARE OF GEMT-FD	2,680.40
JONES, ADAM	REFUND MAR 22 CAGE TIME COVID	30
HOCHSTETLER, GREGG	ROOM 402 RENTAL REFUND COVID19	220
CENTURY LINK 02	phone	168.12
HYVEE-BOONE	EMP MEMORIAL FLOWERS	75

WARREN, LISA	BANQUET HALL RENTAL COVID19	250
RIDNOUR, HEIDI	BANQUET RM RENTAL REFUND COVID	160
KITT, PAM	BANQUET RM RENT REFUND COVID	90
BAILEY, SHEILA	ROOM RENTAL REFUND COVID	45
DIEMER, EDDIE	ROOM RENTAL REFUND COVID	150
THOMS, BARBARA	ROOM RENTAL REFUND COVID	120
WILTS, BETHANIE	RM 402 RENTAL REFUND COVID	100
KIDMAN, DEB	ROOM RENTAL REFUND COVID	90
ARMSTRONG, ANN MARIE	ROOM RENTAL REFUND COVID	40
MATTESON, KEN	BANQUET RENTAL REFUND COVID	281.25
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	<u>96,856.73</u>
	CLAIMS TOTAL	2,336,920.35
	GENERAL FUND	342,987.21
	ROAD USE TAX FUND	7,891.95
	EMPLOYEE BENEFITS FUND	38,051.54
	CP - PARKS FUND	77.56
	CP-Water Tower 2019 FUND	17,854.40
	CP-Water Plant Exp 2019 FUND	62,019.20
	SE 37TH HWY 141 PROJECT FUND	260,646.42
	WRA SANI SEWER CONNECTION FUND	12,283.11
	GRIMES LIBRARY BLDG FUND FUND	1,200.00
	WATER FUND	110,909.49
	WATER SINKING FUND	866,935.84
	SEWER FUND	51,160.15
	SEWER SINKING FUND	560,078.50
	LANDFILL/GARBAGE FUND	1,590.00
	STORM WATER FUND	<u>3,234.98</u>
		2,336,920.35



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

AGENDA MEMO

For Meeting of May 26, 2020

AGENDA HEADING:

Resolution Setting Public Hearing (7/14/2020 @ 5:30 PM) – Consideration of 80/20 Voluntary Annexation, Frampton/Koethe Property

SYNOPSIS:

The City of Grimes is in receipt of applications for voluntary annexation, for the properties generally located north of NW 27th ST (NW 82nd Ave) and east of County Line Road. The area encompasses approximately 80 acres of development ground, identified as Low Density Residential on the Future Land Use Map.

In order for the City to process the application, additional properties south of NW 27th ST (NW 82nd Ave) will need to be included in the annexation, to prevent the creation of “islands”. Staff has reached out to those two property owners regarding annexation, and has had discussions with one of the property owners. Staff has prepared a pre-annexation agreement with the property owners; however, it has not yet been returned.

The state does allow for the annexation of non-consenting properties, up to 20% of the overall annexation area. In this particular case, the total annexation area is approximate 94.8 acres, and 80 acres are consenting. This would result in approximate 15.6% of the annexation area being non-consenting.

It is important to note that the State of Iowa still considers this method of annexation to be voluntary. The transition of taxes for those properties impacted is still available as part of the process. The transition is established by the State Statute, and provides for a ramp up of the taxes over a period of 10 years.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

N/A



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

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Setting Public Hearing (07/14/2020 @ 5:30 PM) – Consideration of 80/20 Voluntary Annexation, Frampton/Koethe Property

If the Council determines that it is acceptable to set the public hearing, staff, along with Legal Counsel will distribute notices to those properties which are non-consenting.

RESOLUTION NO. _____

RESOLUTION SETTING TIME AND PLACE FOR PUBLIC
HEARING ON PROPOSED 80/20 VOLUNTARY ANNEXATION OF CERTAIN PROPERTY
INTO THE CITY OF GRIMES

WHEREAS, the City of Grimes has received a voluntary annexation application from the property owners as shown on Exhibit A; and

WHEREAS, the City of Grimes intends to include up to 20% of the annexation territory without the consent of the property owner of the territory to avoid the creation of islands and to make more uniform boundaries; and

WHEREAS, the non-consenting properties are described on Exhibit B; and

WHEREAS, the entire Annexation Territory is described on Exhibit C; and

WHEREAS, it is the desire of the Grimes City Council to hold a public hearing regarding the proposed 80/20 voluntary annexation of property into the City of Grimes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

1. That the voluntary annexation application has been received and filed.
2. That a public hearing be held by the Grimes City Council on the proposed voluntary annexation, at the Grimes City Hall, 101 NE Harvey Street, in the City of Grimes, Polk County, Iowa at 5:30 p.m. on the 14th day of July, 2020, at which time the City Council will consider any objections to the proposed annexation and will hear all interested persons.
3. That the Mayor and City Clerk be and are hereby authorized and instructed to give Notice of said public hearing as required by law
4. That the Mayor and City Clerk be and are hereby authorized and instructed to publish the Notice of Receipt of Applications for Voluntary Annexation.
5. That the Mayor and City Clerk be and are hereby authorized and instructed to provide notice by certified mail to all Cities whose boundary adjoin the territory or that are within two miles of the territory; each affected public utility; the Board of Supervisors of each county containing a portion of the territory; the regional planning authority for the territory, and all non-consenting property owners.
6. That the Mayor and City Clerk be and are hereby authorized to schedule and hold a consultation meeting as required by 368.7(1)(b) of the State of Iowa Code.

PASSED AND APPROVED this ____ day of _____, 2020.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

EXHIBIT A – CONSENTING PROPERTY OWNERS

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

SE 1/4 NW FRL 1/4 LYG SW OF RY LESS RD SEC 30-80-25

PIN: 240.00486.002.000

and

100F ROW THRU SE 1/4 NW FRL 1/4 SEC 30-80-25

PIN: 240.00488.001.000

and

SE 1/4 NW FRL 1/4 LYG NE OF RY LESS RD SEC 30-80-25

PIN: 240.00486.001.000

and

NE 1/4 NW FRL 1/4 SEC 30-80-25

PIN: 240.00485.000.000

and

PARCEL A BK 15905 PG 706 BEG S COR LT 1 THN ALNG
SWLY LN LT 1 NW 273.05F THN E 172.44F N 85F E 40F
S 256.54F TO POB LOT 1 PUTNEY PLAT

PIN: 240.00749.049.006

EXHIBIT B – NON-CONSENTING PROPERTY OWNERS

-EX PARCEL A BK 15905 PG 706- LOT 1 PUTNEY PLAT

PIN: 240.00749.049.005

AND

LOT 2, PUTNEY PLAT, AN OFFICIAL PLAT

PIN: 240.00749.049.002

EXHIBIT C – GRIMES ANNEXATION BOUNDARY

THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER, ALL BEING IN SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M.

AND

LOTS 'A', 'B', 1 AND 2, PUTNEY PLAT, AN OFFICIAL PLAT

ALL BEING IN POLK COUNTY, IOWA AND CONTAINING 94.8 ACRES MORE OR LESS.

NOTICE OF RECEIPT OF APPLICATIONS FOR 80/20 VOLUNTARY ANNEXATION OF
PROPERTY INTO THE CITY OF GRIMES, POLK COUNTY, IOWA

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa has received applications for 80/20 voluntary annexation from property owners generally located along NW 82nd Ave. A meeting will be held at the Grimes City Hall, 101 NE Harvey Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 23rd day of June, 2020, at which time and place the City Council will hold a public hearing on a proposed 80/20 voluntary annexation of property legally described on Exhibit A, attached hereto.

For all the particulars of the proposed 80/20 voluntary annexation, see the proposed voluntary annexation applications and other exhibits now on file at the Grimes City Hall with the City Clerk of the City of Grimes.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed 80/20 voluntary annexation and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa.

EXHIBIT A

GRIMES ANNEXATION BOUNDARY

THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER, ALL BEING IN SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M.

AND

LOTS 'A', 'B', 1 AND 2, PUTNEY PLAT, AN OFFICIAL PLAT

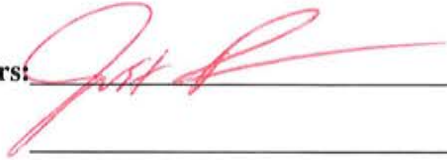
ALL BEING IN POLK COUNTY, IOWA AND CONTAINING 94.8 ACRES MORE OR LESS.

TOTAL ANNEXATION AREA EQUALS 94.8 ACRES

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES**

The undersigned, Justin Frampton, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners:



Date: 2-17-2020

Date: _____

Attachments: Exhibit A: Legal description of the property
 Exhibit B: Map showing location of the property within the proposed annexation area

Exhibit A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

SE 1/4 NW FRL 1/4 LYG SW OF RY LESS RD SEC 30-80-25

PIN: 240.00486.002.000

and

100F ROW THRU SE 1/4 NW FRL 1/4 SEC 30-80-25

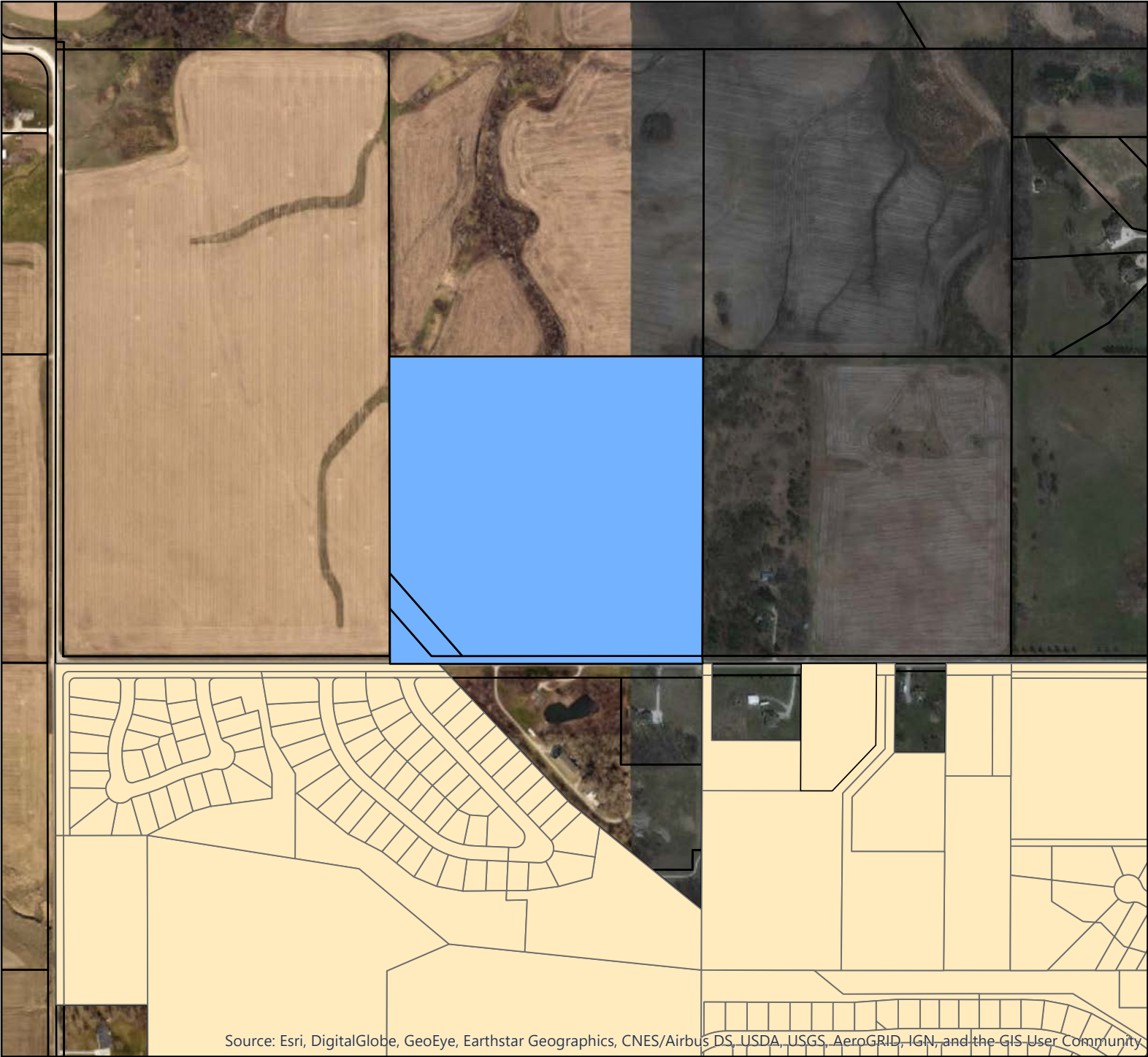
PIN: 240.00488.001.000

and

SE 1/4 NW FRL 1/4 LYG NE OF RY LESS RD SEC 30-80-25

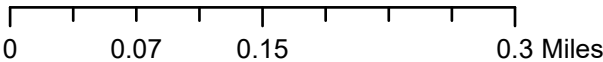
PIN: 240.00486.001.000

Exhibit B



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

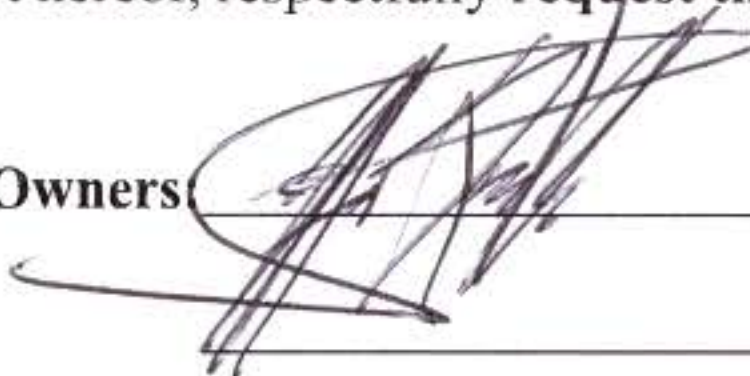
-  Parcels - Grimes
-  Parcels - Polk County
-  Parcels - Dallas County
-  Frampton



**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES**

The undersigned, LEMAR KOETHE, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners



Date:

Oct. 22 / 19

Date:

Attachments: Exhibit A: Legal description of the property
 Exhibit B: Map showing location of the property within the proposed annexation area

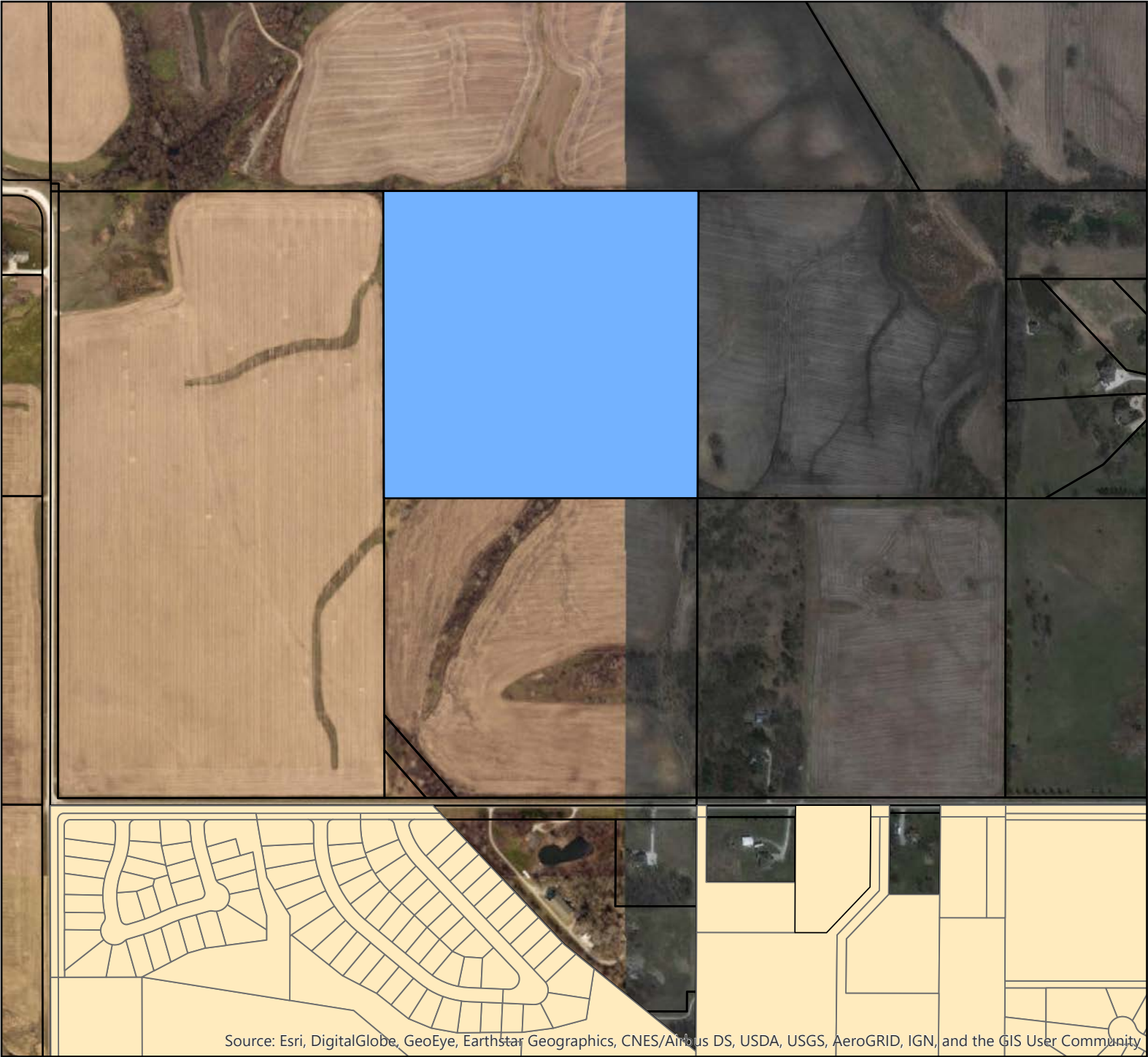
Exhibit A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

NE 1/4 NW FRL 1/4 SEC 30-80-25

PIN: 240.00485.000.000

Exhibit B



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Parcels - Grimes
- Parcels - Polk County
- Parcels - Dallas County
- Koethe

0 0.07 0.15 0.3 Miles



RESOLUTION NO. _____

RESOLUTION AUTHORIZING MAYOR TO EXECUTE AND SUBMIT ANNEXATION
APPLICATION

WHEREAS, the City of Grimes is in receipt of an annexation request; and,

WHEREAS, a portion of the proposed annexation territory includes property owned by the City of Grimes and is described on Exhibit A; and,

WHEREAS, the City of Grimes desires to annex said property into the City of Grimes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

That the City Council hereby authorizes the Mayor of Grimes to execute and submit to the City Clerk an application for Voluntary Annexation into the City of Grimes.

PASSED AND APPROVED THIS _____ day of February, 2020.

CITY OF GRIMES, IOWA

By: _____
Scott Mikkelsen, Mayor

ATTEST:

By: _____
Rochelle Williams, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

PARCEL A BK 15905 PG 706 BEG S COR LT 1 THN ALNG
SWLY LN LT 1 NW 273.05F THN E 172.44F N 85F E 40F
S 256.54F TO POB LOT 1 PUTNEY PLAT

PIN: 240.00749.049.006

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF GRIMES**

The undersigned, _____, the owner(s) or authorized representatives(s) of the owners(s) of all property legally described in "Exhibit A" attached hereto and by this reference made a part hereof, and as shown on the map "Exhibit B" attached hereto and by this reference made a part hereof, respectfully **request the property be annexed into the City of Grimes.**

Property Owners: _____ **Date:** _____

_____ **Date:** _____

Attachments: Exhibit A: Legal description of the property
 Exhibit B: Map showing location of the property within the proposed annexation area

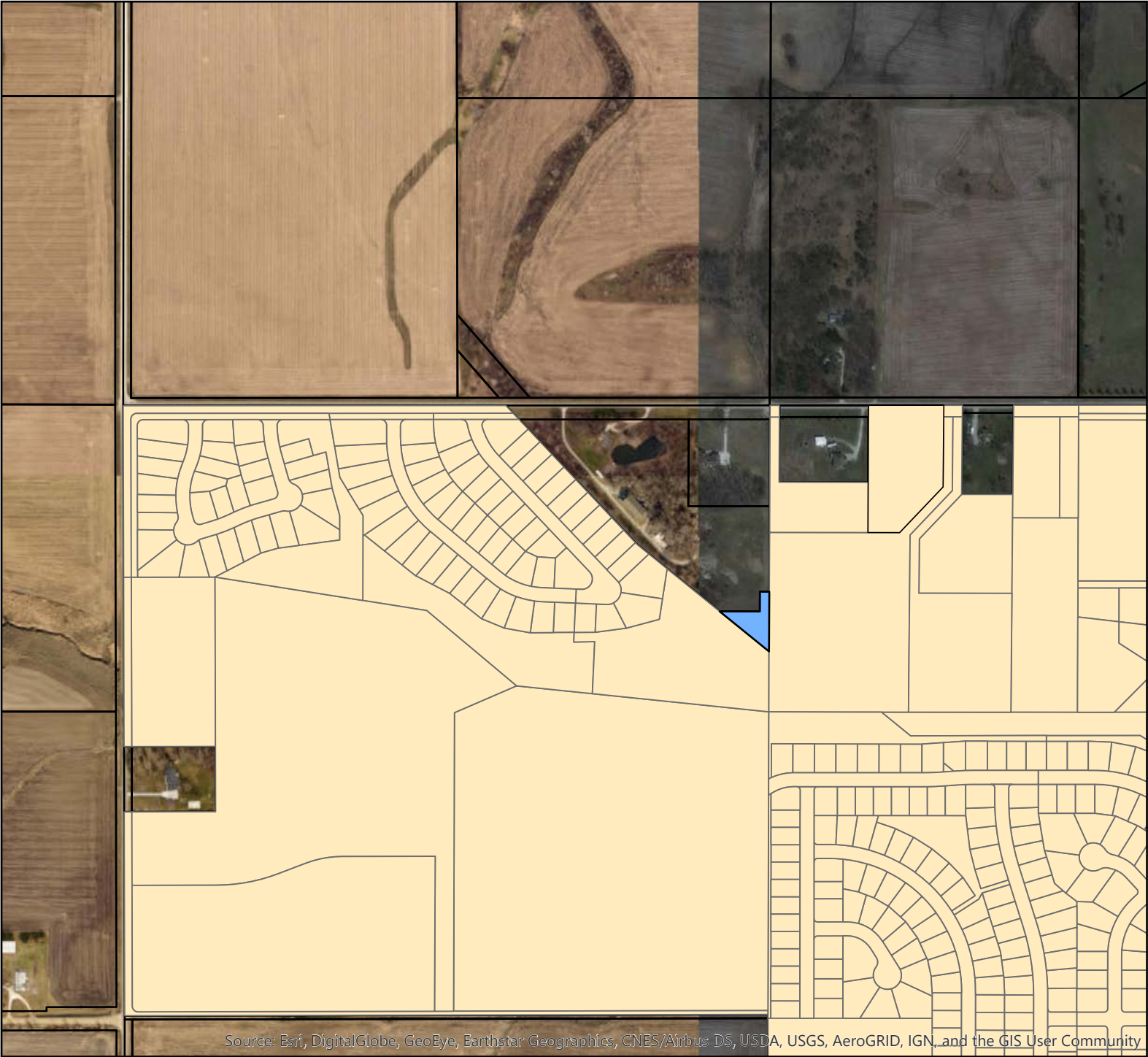
Exhibit A

LEGAL DESCRIPTION OF PROPERTY PER POLK COUNTY ASSESSOR

PARCEL A BK 15905 PG 706 BEG S COR LT 1 THN ALNG
SWLY LN LT 1 NW 273.05F THN E 172.44F N 85F E 40F
S 256.54F TO POB LOT 1 PUTNEY PLAT

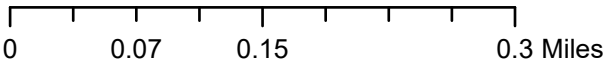
PIN: 240.00749.049.006

Exhibit B

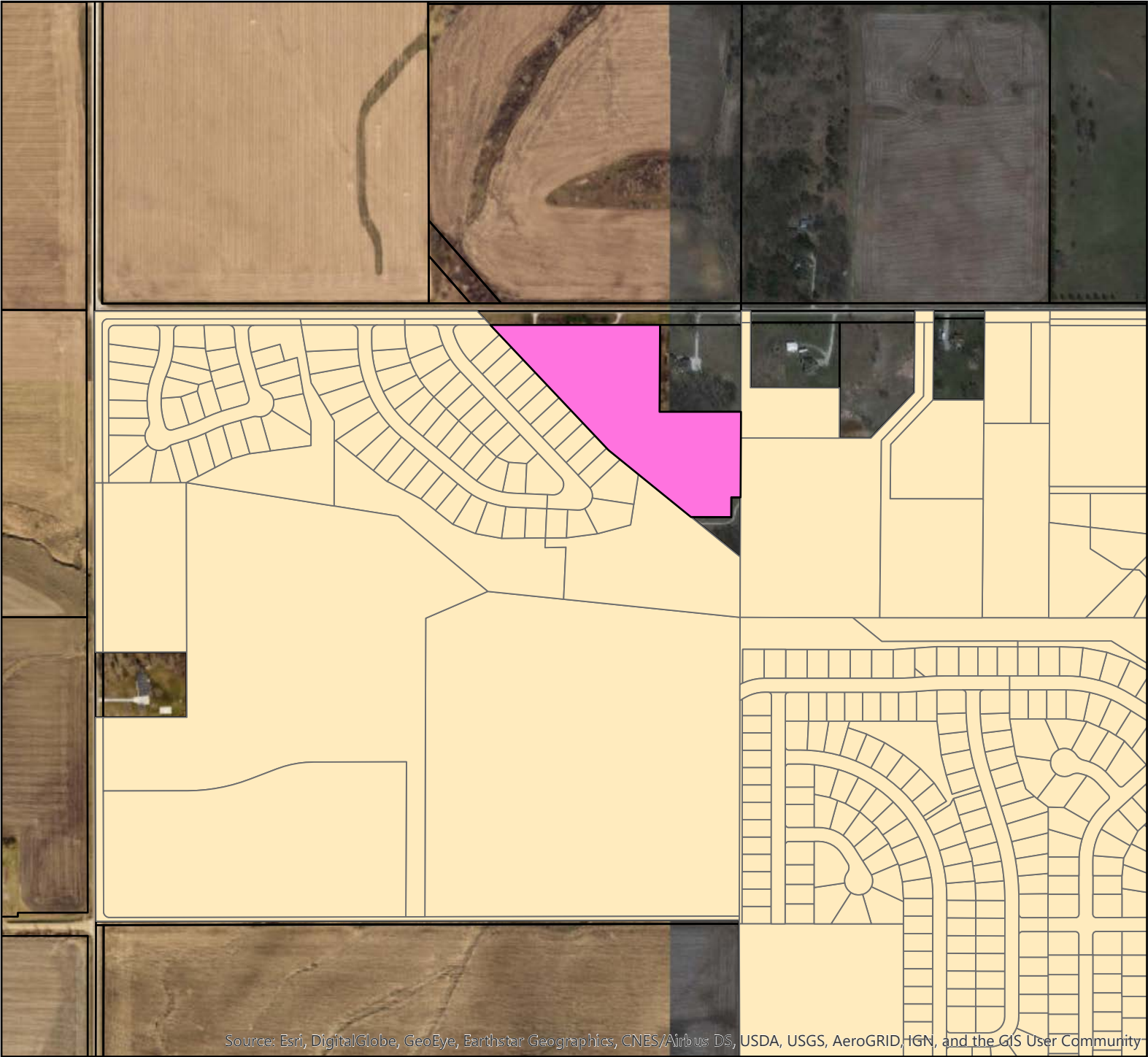


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Parcels - Grimes
-  Parcels - Polk County
-  Parcels - Dallas County
-  City of Grimes



Non Consenting Putney



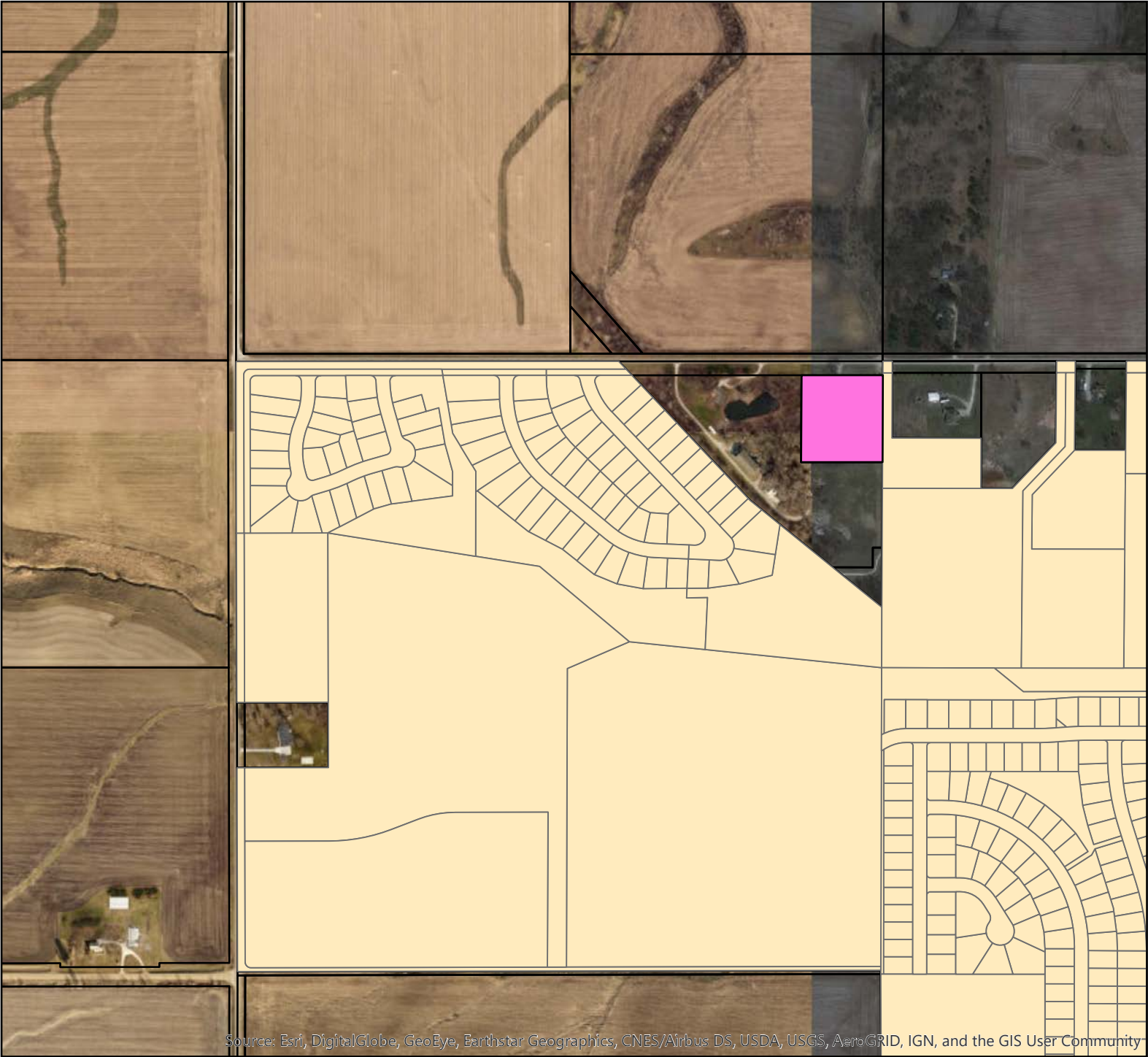
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Parcels - Grimes
- Parcels - Polk County
- Parcels - Dallas County
- Putney

0 0.07 0.15 0.3 Miles

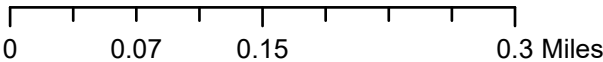


Non Consenting Wilson



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

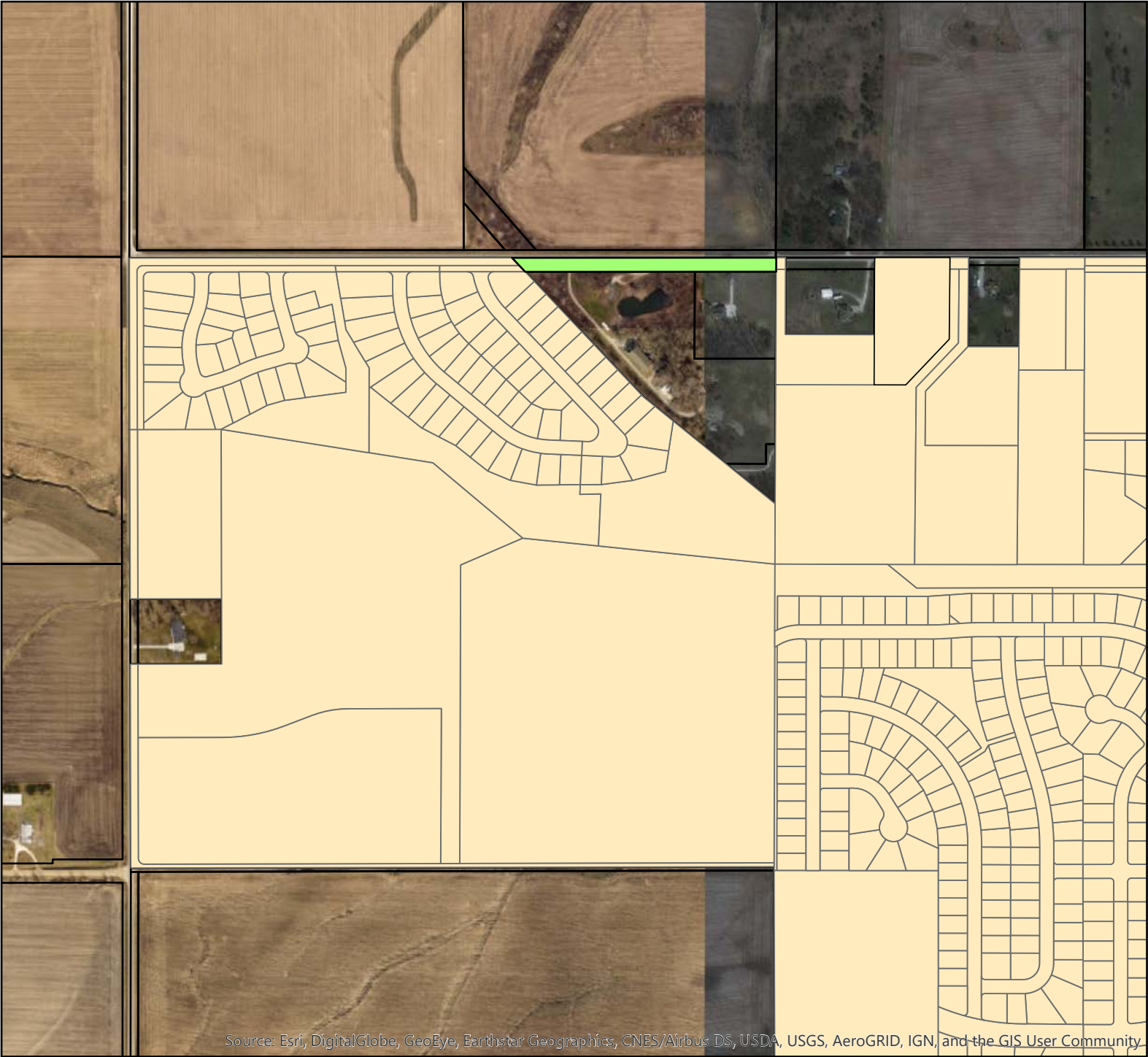
- Parcels - Grimes
- Parcels - Polk County
- Parcels - Dallas County
- Wilson



Annexation Area

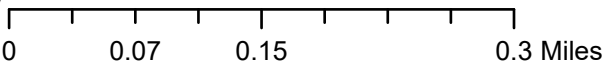
Polk County

Road Right of Way

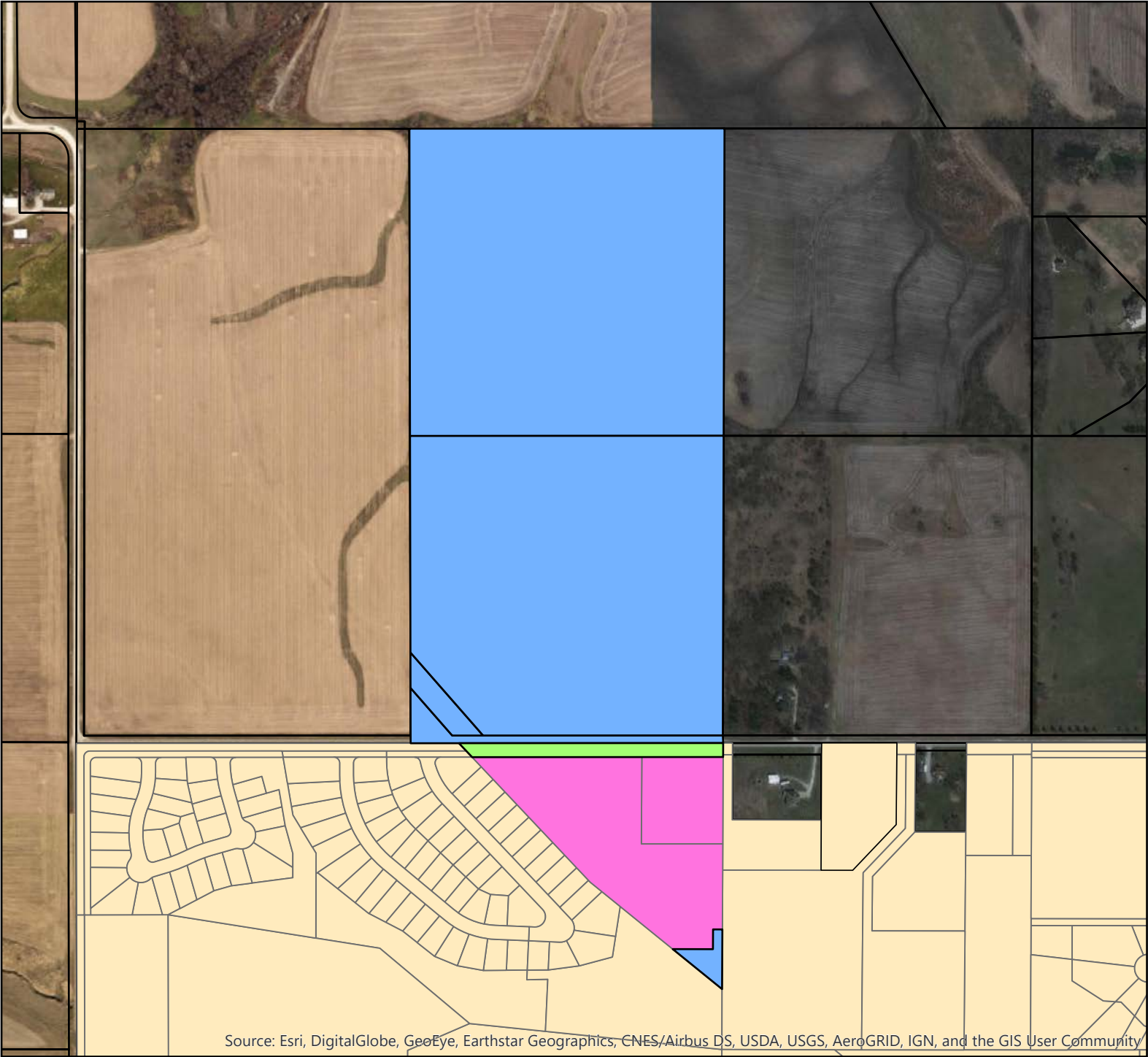


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Parcels - Grimes
- Parcels - Polk County
- Parcels - Dallas County
- Polk County Road Right of Way

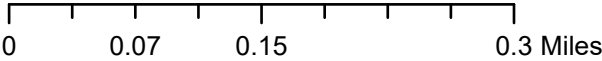


Annexation Area

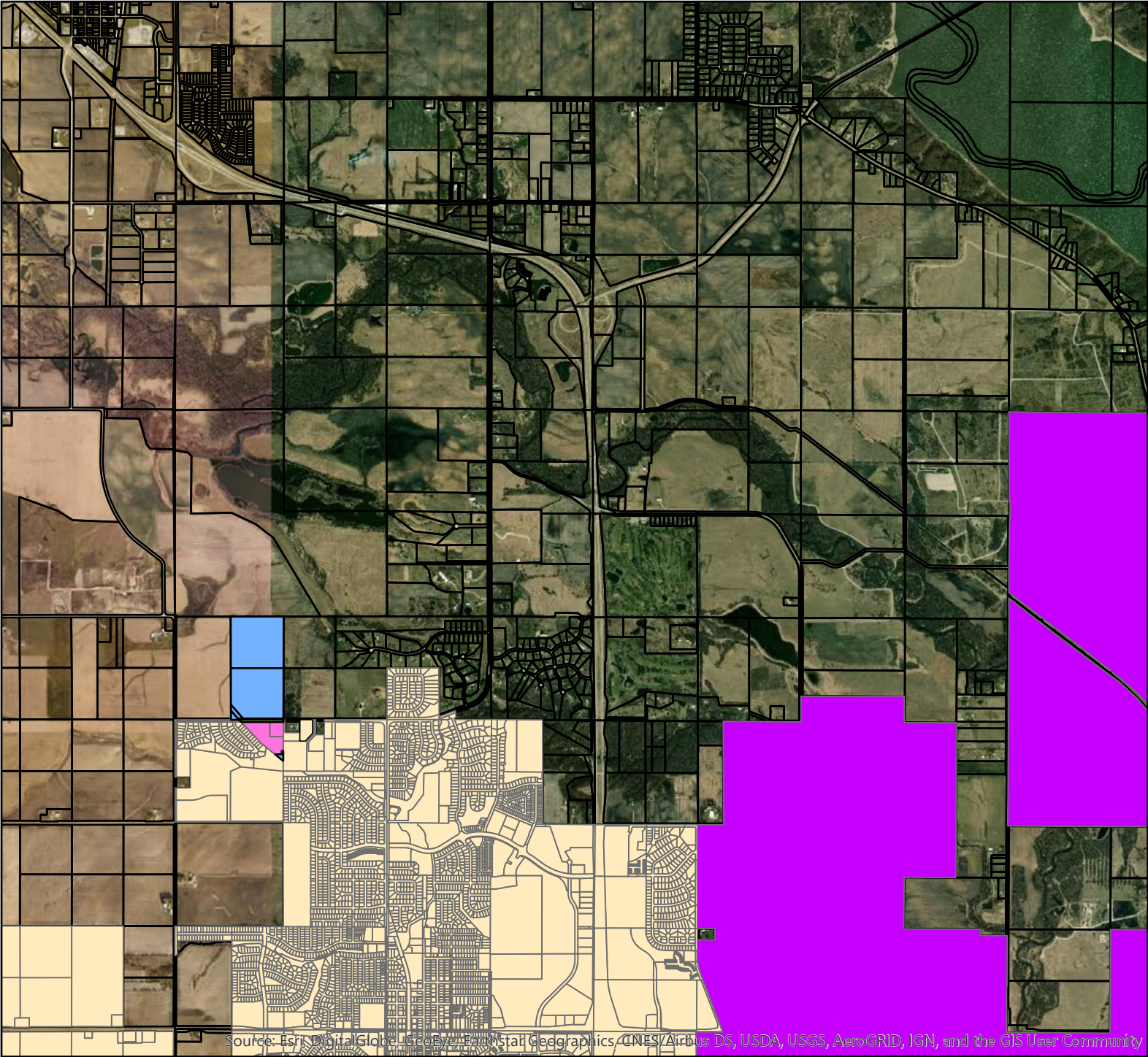


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

-  Consenting
-  Non Consenting
-  Polk County Road Right of Way
-  Parcels - Grimes
-  Parcels - Polk County
-  Parcels - Dallas County



Annexation Territory



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Consenting
- Non Consenting
- Polk County Road Right of Way
- Parcels - Grimes
- City of Johnston
- Parcels - Polk County
- Parcels - Dallas County

0 0.5 1 2 Miles



ANNEXATION DESCRIPTION
CITY OF GRIMES

THE EAST HALF OF THE NORTHWEST FRACTIONAL QUARTER, ALL BEING IN SECTION 30, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M.

AND

LOTS 'A', 'B', 1 AND 2, PUTNEY PLAT, AN OFFICIAL PLAT

ALL BEING IN POLK COUNTY, IOWA AND CONTAINING 94.8 ACRES MORE OR LESS.



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

AGENDA MEMO

For Meeting of May 26, 2020

AGENDA HEADING:

M-KEDS Home Place Plat 2 Lot 9 – Site Plan

SYNOPSIS:

The applicant is requesting approval of the site plan for M-Keds Home Place Plat 2, Lot 9 which consists of one building with 72,500 sq. ft. of warehouse space and 8,000 sq. ft. of office space.

The property is located within the M-1A zoning district. The property is not located in an overlay district.

The façade is proposed to be principally constructed of precast panels with clerestory windows and awnings. Additionally, there is a bump out for a mechanic room provided on the east side of the building.

As currently proposed, staff has raised concerns to the applicant, as well as P&Z, that the intent of the architectural standards in place, are not being met. Specifically, Chapter 165.51 indicates that the following elements shall be incorporated into all buildings:

1. Façade Modulation by use of physical offsets, color, pattern or texture
2. Architectural detailing, when utilizing pre-cast concrete panels. Typically, this detailing has been accomplished by way of incorporating decorative reveal joints, and the above-mentioned façade modulation.

In this case, the applicant has indicated that by their interpretation of the ordinance, they have met the minimum requirements by way of utilizing clerestory windows, two colors and the mechanical room bump out. While staff agrees that those elements are present in the proposed elevations, we believe that the intent of the ordinance is not being met.

Staff has suggested that the intent of the ordinance could be met by utilizing additional paint patterns on the building, and by raising the parapet wall at the SE corner (where visible from the public right of way). The applicant has indicated that they do not desire to modify the building elevations.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):



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

Approve Final Plat - 2018

BOARD/COMMISSION ACTION(S):

The Planning and Zoning Commission discussed at great length the elevations. Ultimately, the Commission felt that the intent of the ordinance was being upheld, and that the proposed elevations meet the requirement established.

STAFF/COMMITTEE RECOMMENDATION:

Staff is still of the opinion that there should be additional detailing added in order to meet the requirements outlined in Chapter 165.51. That being said, staff can also respect the position of the Planning and Zoning Commission, and is supportive of the project.

Subject to any remaining discussion and staff comments, staff would recommend approval of the Site Plan for M-Keds Plat 2, Lot 9.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: May 5, 2020
RE: M-KEDS Home Place Plat 2 Lot 9 – Site Plan

GENERAL INFORMATION:

Applicant:

Penta Partners LLC

Requested Action

Site Plan

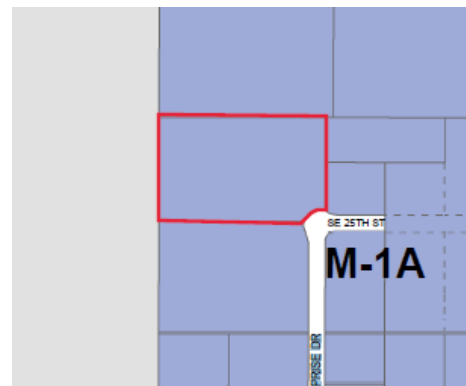
Location

2400 SE Enterprise Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Light Industrial	M-1A
North	Light Industrial	Light Industrial	M-1A
South	Project Viking	Light Industrial	M-1A
East	Vacant	Light Industrial	M-1A
West	Agricultural	Mixed Use	A-1

BACKGROUND:

The applicant is requesting approval of the site plan for M-Keds Home Place Plat 2, Lot 9 which consists of one building with 72,500 sq. ft. of warehouse space and 8,000 sq. ft. of office space.

The property is located within the M-1A zoning district. The property is not located in an overlay district.

ANALYSIS:

Site Layout:

The building is situated in the center of the site with parking provided on the south side of the building, loading area located on the north side, and detention basin located to the east. Access to the property is from two driveways at the southeast corner of the site off of SE Enterprise Drive. One dumpster enclosure is provided at the southwest corner of the site.

The access road off of SE 25th St will also provide access to the Grimes Elevated Water Storage Tank, which is currently under construction.

Parking:

The site provides 85 parking spaces, four of which are handicap accessible, satisfying the minimum required number of parking spaces. Loading spaces are shown along the north side of the building, adjacent to the dock doors.

Landscaping/Streetscape:

Landscaping is provided around the detention basin, along the south property line, and within the landscape islands in the parking lot. There are no landscaping standards within this zoning district, therefore the minimum standards are being met.

Utilities:

Sanitary sewer access is provided from an existing 10" sewer south of the site. A new 6" sewer service will be constructed from the existing line and run north to the building.

Water is provided from an existing 8" main along the north side of the property. Two new public 6" water mains will be constructed south from the existing water main to the building. The building is proposed to be fitted with a fire suppression system, therefore the appropriate FDC and fire hydrant spacing is shown.

Storm water detention is being handled via a single detention basin on the east side of the property.

Building/Elevations:

The façade is proposed to be principally constructed of precast panels with clerestory windows and awnings. Additionally, there is a bump out for a mechanic room provided on the east side of the building. As currently proposed, staff feels that additional features need to be added to the façade in order to meet the architectural design standards. Particularly, staff does not feel that code section 165.51 (3)(b)(5) and 165.51 (3)(c)(3) are being met. Staff has requested additional features be added to the south and east façade to meet the following:

165.51 (3)(b)(5): Commercial buildings shall incorporate façade modulation in all building elevations, either by physical offsets or by the use of color, pattern, or texture in order to preserve building scale and reduce the negative aesthetic impact of long, large, expansive wall surfaces.

165.51 (3)(c)(3): In M-1A, M-1, M-2, and M-3 Industrial Districts, architectural design shall employ materials common in the district and vicinity of the building. The exclusive use of sheet metal as an exterior building material is not acceptable for buildings in close proximity to public streets. For buildings within 300 feet of the public street or residential properties, the exterior materials of the wall area facing the public street and a minimum of 30 feet along the adjacent side wall shall be comprised of no less than 25 percent earth-tone colored brick, architectural concrete panels, textured concrete block, marble, native/manufactured stone panels or other similar substantial material. Pre-cast, tilt-up concrete panels and cement board siding are acceptable, provided additional architectural detailing is provided along the public faces of the building.

At this time, the applicant has indicated that by their interpretation of the ordinance, they have met the minimum requirements by way of utilizing clerestory windows, two colors and the mechanical room bump out. While staff agrees that those elements are present in the proposed elevations, we believe that the intent of the ordinance is not being met.

Staff has suggested that the corner elements of the building be raised and that additional paint (similar to how Prairie Business Park was constructed) patterns be provided to break up the expanse of the walls.

Staff would ask that the Commission weigh in on the architectural components of the building and provide feedback within the recommendation that the Commission makes to the City Council.

STAFF RECOMMENDATION:

Generally speaking, Staff does support the project, however still has concerns regarding the architecture for the building. Subject to resolution of the architecture comments and any remaining staff comments, staff would recommend approval of the site plan for M-Keds Home Place Plat 2, Lot 9 Site Plan.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~April 7, 2020~~

~~April 21, 2020~~

April 27, 2020

Civil Design Advantage

Attn: Erin Ollendike

3405 SE Crossroads Drive, Suite G

Grimes, IA 50111

RE: M-Keds Home Place Plat 2, Lot 9 Site Plan

Dear Ms. Ollendike:

The Development Services Department is in receipt of a proposed Site Plan for the M-Keds Plat 2, Lot 9 Site Plan. Based on the review of the provided submittal materials, staff have the following comments:

Sheet 1/General Comments:

- ~~1. The building appears to be a speculative building per the definition provided in Chapter 32 of the City of Grimes Fire Code. Note that this building appears at this time to fall under the requirements of Chapter 32, which would require the presenece of a sprinkler system designed for high piled combustible storage. Given this information, the 6" fire service main may not be adequate for the required fire sprinkler system.~~
- ~~2. The hydrant layout does not meet the requirements of the City of Grimes Fire Code Sections 507.5.1 and 507.5.1.1 which require hydrant coverage with 150 feet of all parts of the building and a fire hydrant within 100 feet of the fire department connection, respectively. The plan does not show a fire department connection for the fire sprinkler system. It appears that 2 additional hydrants will be needed on site. One extended on the south side and one extended on the north side.~~
- ~~3. The drive located on the west side of the building shall be marked as a fire lane per section 511 of the City of Grimes Fire Code.~~
- ~~4. The Knox Box listed in the notes shall be depicted on the plans, and shall be obtained by going to www.knoxbox.com.~~
- ~~5. Update the setbacks to reflect M-1A setback requirements.~~

- ~~6. Revise the impervious surface percentage. The percentage should read 71% based on the calculation provided.~~

Sheet 3:

- ~~1. Please update the City of Grimes Standard Notes for Site Plans, attached.~~
- ~~2. Please add the driveway location for the Water Tower and show the return. The City will reimburse for the cost associated with the return. Plans attached.~~
- ~~3. Show the width of the loading spaces. They should be 12' wide. Please show that the loading spaces at the docks are 12' wide.~~
- ~~4. Update the building setback line to reflect M-1A setback requirements.~~
- ~~5. Show 5' sidewalk in the ROW, and provide elevations to ensure 1.5% cross slope.~~
- ~~6. Show the future sidewalk as 5'. Staff questions when it will be installed. This sidewalk and the one leading to the dumpster don't scale to 5'.~~
- ~~7. Please provide a detail for the trash enclosure. Staff questions if any additional dumpsters are needed on site.~~
- ~~8. Please increase the width of the western drive to 24 feet, or mark one way traffic.~~
- ~~9. Please extend the sidewalk in front of the building west and then south to provide a pedestrian access to the dumpster enclosure.~~
10. Please add the location of the proposed light poles.

Sheet 4:

- ~~1. Show overflow route.~~

Sheet 6:

- ~~1. Storm Sewer Pipe Spreadsheet: ST-4 is an 18" FES on plans. ST-8 Rim Ele = 972.43, and L-8 is 12" HDPE on plans. L-11 is 15" on plans. L-16 is RCP on plans. ST-21 is a SW-511 structure and L-21 is an 18" RCP on plans. ST-24 Rim Ele = 974.94 on plans. Please rectify all.~~
- ~~2. Verify sanitary tap to main can be made prior to neighboring property constructing driveway.~~

- ~~3. Provide a 2" curb stop and 6" valve on the service lines (domestic and fire) 5' outside of building.~~
- ~~4. Add note to verify existing storm sewer connection at ST-1.~~
- ~~5. Show where the water and sanitary lines connect to the building.~~
- ~~6. Please ensure there is minimum of 7.5 feet of separation between the mechanical room footing and proposed water line.~~
- ~~7. Please update hydrant detail to reflect the tracer wire mounting.~~

Sheet 7:

- ~~1. Staff would like to see additional landscaping (trees) added along the west property line. The Future Land Use Plan calls for commercial and open space, and therefore the views should be protected.~~
- ~~2. Show the ground cover as sod.~~
- ~~3. Please provide landscaping around any ground mounted transformer and mechanical units.~~

Sheet 8:

- ~~1. Add handicap parking details i.e. signage, bollards, etc. Are bollards needed? If so, please add details.~~

SWPPP

- ~~1. Please provide SWPPP.~~
- ~~2. Provide signed copy of the SWPPP.~~

Stormwater Management Plan (SWMP)

- ~~1. Page 1: Under "Detention Basin Summary" section change the name of the pond to, "Pond 1".~~
- ~~2. Storm Sewer Pipe Spreadsheet: ST-4 is an 18" FES on plans. ST-8 Rim Ele = 972.43, and L-8 is 12" HDPE on plans. L-11 is 15" on plans. L-16 is RCP on plans. ST-21 is a SW-511 structure and L-21 is an 18" RCP on plans. ST-24 Rim Ele = 974.94 on plans. Please rectify all.~~

~~3. Provide signed copy of the SWMP.~~

Elevations

- ~~1. Are the windows proposed for the new building as are shown in the photos provided with the submittal?~~
2. Please review 165.51 for requirements. Per the Architectural Standards “precast, tilt up concrete panels and cement board siding area acceptable, provided additional architectural detailing is provided along the public faces of the building” additionally, “Commercial buildings shall incorporate façade modulation in all building elevations, either by physical offsets or by the use of color, pattern, or texture in order to preserve building scale and reduce the negative aesthetic impact of long, large, expansive wall surfaces.” As such, please add additional detailing for the building facades. **We believe there should be some additional features added to the building to address the code requirement of reducing the negative aesthetic impact of long, large, expansive wall surfaces. Adding detail at the SE corner of the building would be ideal since it is the main area visible from the ROW. Adding glazing or bump outs would enhance the corner similar to what has been done at Prairie Business Park (see attached).**
- ~~3. Please ensure all roof top mounted mechanical units are screened from view.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE: ~~April 13, 2020~~
April 27, 2020
(1 PDF of Site plan with Elevation Plan included)

PLANNING & ZONING: May 5, 2020 at 5:30 at the Grimes City Hall

COUNCIL MEETING: May 26, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at apfaltzgraff@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

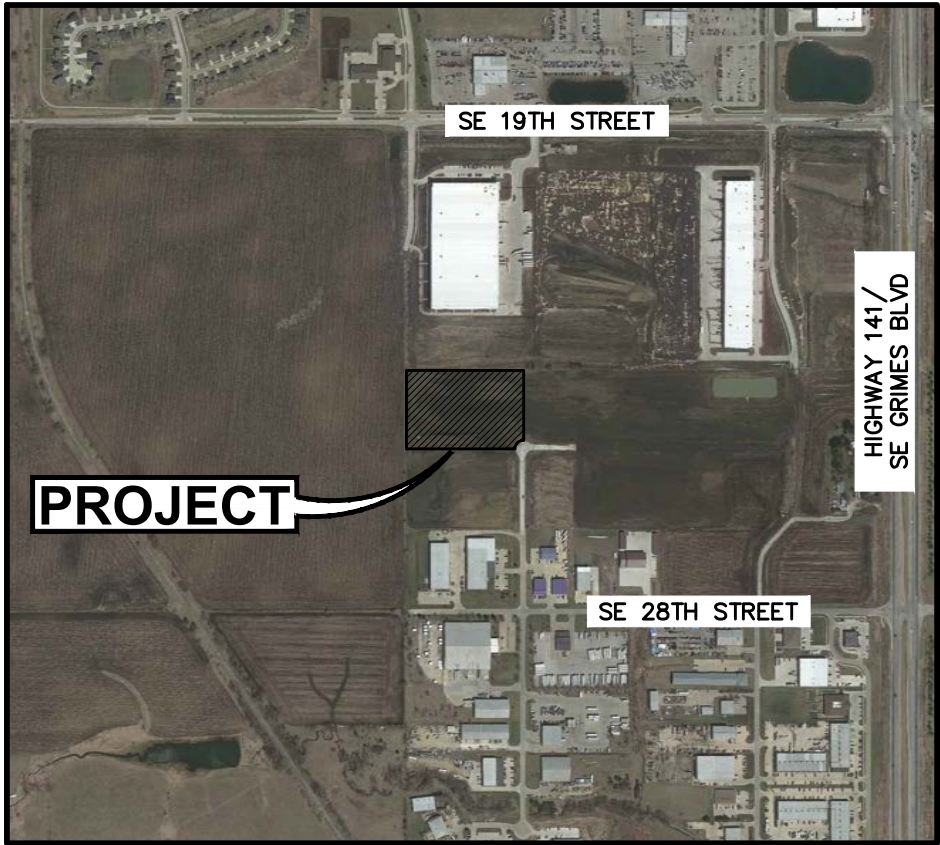
A handwritten signature in black ink, appearing to read "Alex Pfaltzgraff". The signature is fluid and cursive, with the first name "Alex" written in a smaller, more compact script than the last name "Pfaltzgraff", which is more prominent and extends further to the right.

Alex Pfaltzgraff
Development Services Director

FILE: H:\2019\1906274\DWG\1906274-STE.DWG
PLOT DATE: 4/14/2020 4:47 PM
COMMENTS: ENG.
PLOT BY: JAVIER MORALES

VICINITY MAP

NOT TO SCALE



OWNER

PENTA PARTNERS LLC
WEST DES MOINES, IA 50266

APPLICANT

PENTA PARTNERS LLC
CONTACT: TRAVIS M. Sisson
7300 WESTOWN PARKWAY, SUITE 310
WEST DES MOINES, IA 50266
PH. (515) 453-8502

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

ARCHITECT

IMPRINT ARCHITECTS
1605 N. ANKENY BLVD #130
ANKENY, IOWA 50023
PH. (515) 965-5336

SUBMITTAL DATES

—SITE PLAN SUBMITTAL TO CITY #1: 03/20/2020
—SITE PLAN SUBMITTAL TO CITY #2: 04/14/2020

LEGAL DESCRIPTION

LOT 9, M-KEDS HOME PLACE PLAT 2, AN OFFICIAL PLAT, GRIMES,
POLK COUNTY, IOWA.
CONTAINING 6.32 ACRES

ZONING

M1-A COMMERCIAL LIMITED LIGHT INDUSTRIAL DISTRICT

PROJECT SITE ADDRESS

2400 SE ENTERPRISE DRIVE

PROPOSED USE

WAREHOUSE

DEVELOPMENT SUMMARY

AREA: 6.32 ACRES (275,142 SF)

ZONING: M1-A COMMERCIAL LIMITED LIGHT
INDUSTRIAL DISTRICT

SETBACKS:

FRONT: 25 FEET
REAR: 25 FEET
SIDE: 0' EXCEPT WHEN ADJACENT TO AN R DISTRICT
OR STREET RIGHT-OF-WAY - 25'

OPEN SPACE REQUIRED: 27,514 SF (10%)

OPEN SPACE PROVIDED: 79,190 SF (29%)

IMPERVIOUS AREAS

BUILDING: 72,500 SF
PARKING LOT: 119,064 SF
SIDEWALK: 4,388 SF
TOTAL: 195,952 SF (71%)

PARKING:

REQUIRED
3 SPACES PER 1,000 SF OF OFFICE
(8,000 SF/1,000 SF = 24 SPACES)
1 SPACE PER 2,000 SF OF STORAGE
(72,000 SF/2,000 SF = 37 SPACES)

12 EMPLOYEES PER WAREHOUSE/STORAGE SUITE
(2 SUITES X 12 EMPLOYEES = 24 SPACES)

TOTAL REQUIRED: 85 SPACES

TOTAL PROVIDED: 85 SPACES

ACCESSIBLE PARKING:
REQUIRED = 4 STALLS
PROVIDED = 4 STALLS

LOADING SPACES

REQUIRED
1 LOADING SPACE + 1 LOADING
SPACE/20,000 SF OVER 10,000 SF OF
BUILDING AREA
(1 SPACE + (72,500 SF - 10,000
SF)/20,000 SF = 5 SPACES)
TOTAL REQUIRED: 5 SPACES

TOTAL PROVIDED: 5 SPACES

DATE OF SURVEY

DECEMBER 31, 2019

BENCHMARKS

ARROW ON HYDRANT IN NORTH RIGHT OF WAY OF
SE ENTERPRISE DRIVE @ SE 25TH STREET.
ELEVATION=973.82

CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = MAY 2020
ANTICIPATED FINISH DATE = DECEMBER 2020

SITE PLAN FOR:

LOT 9 - M-KEDS HOME PLACE PLAT 2

GRIMES, IOWA

INDEX OF SHEETS

NO.	DESCRIPTION
1.0	COVER SHEET
2.0	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN
3.0	DIMENSION PLAN
4.0	GRADING PLAN
5.0	EROSION AND SEDIMENT CONTROL PLAN
6.0	UTILITY PLAN
7.0	LANDSCAPE PLAN
8.0-8.1	DETAILS

GENERAL LEGEND

PROPOSED

PROJECT BOUNDARY	—————
LOT LINE	—————
SECTION LINE	—————
CENTER LINE	—————
RIGHT OF WAY	——— R/W ———
PERMANENT EASEMENT	——— P/E ———
TEMPORARY EASEMENT	——— T/E ———
TYPE SW-501 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-506 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
STORM SEWER STRUCTURE NO.	
STORM SEWER PIPE NO.	
SANITARY SEWER STRUCTURE NO.	
SANITARY SEWER PIPE NO.	
SANITARY SEWER WITH SIZE	————— 8"S ———
SANITARY SERVICE	————— S ——— S ——— S ———
STORM SEWER	—————
STORM SERVICE	————— ST ——— ST ———
WATERMAIN WITH SIZE	————— 8"W ———
WATER SERVICE	————— W ——— W ———
SAWCUT (FULL DEPTH)	
SILT FENCE	

EXISTING

SANITARY MANHOLE	
WATER VALVE BOX	
FIRE HYDRANT	
WATER CURB STOP	
WELL	
STORM SEWER MANHOLE	
STORM SEWER SINGLE INTAKE	
STORM SEWER DOUBLE INTAKE	
FLARED END SECTION	
ROOF DRAIN/ DOWNSPOUT	
DECIDUOUS TREE	
CONIFEROUS TREE	
DECIDUOUS SHRUB	
CONIFEROUS SHRUB	
ELECTRIC POWER POLE	
GUY ANCHOR	
STREET LIGHT	
POWER POLE W/ TRANSFORMER	
UTILITY POLE W/ LIGHT	
ELECTRIC BOX	
ELECTRIC TRANSFORMER	
ELECTRIC MANHOLE OR VAULT	
TRAFFIC SIGN	
TELEPHONE JUNCTION BOX	
TELEPHONE MANHOLE/VAULT	
TELEPHONE POLE	
GAS VALVE BOX	
CABLE TV JUNCTION BOX	
CABLE TV MANHOLE/VAULT	
MAIL BOX	
BENCHMARK	
SOIL BORING	
UNDERGROUND TV CABLE	————— TV ———
GAS MAIN	————— G ———
FIBER OPTIC	————— FO ———
UNDERGROUND TELEPHONE	————— T ———
OVERHEAD ELECTRIC	————— OE ———
UNDERGROUND ELECTRIC	————— E ———
FIELD TILE	————— TILE ———
SANITARY SEWER W/ SIZE	————— 8"S ———
STORM SEWER W/ SIZE	————— 15" RCP ———
WATER MAIN W/ SIZE	————— 8"W ———



UTILITY WARNING

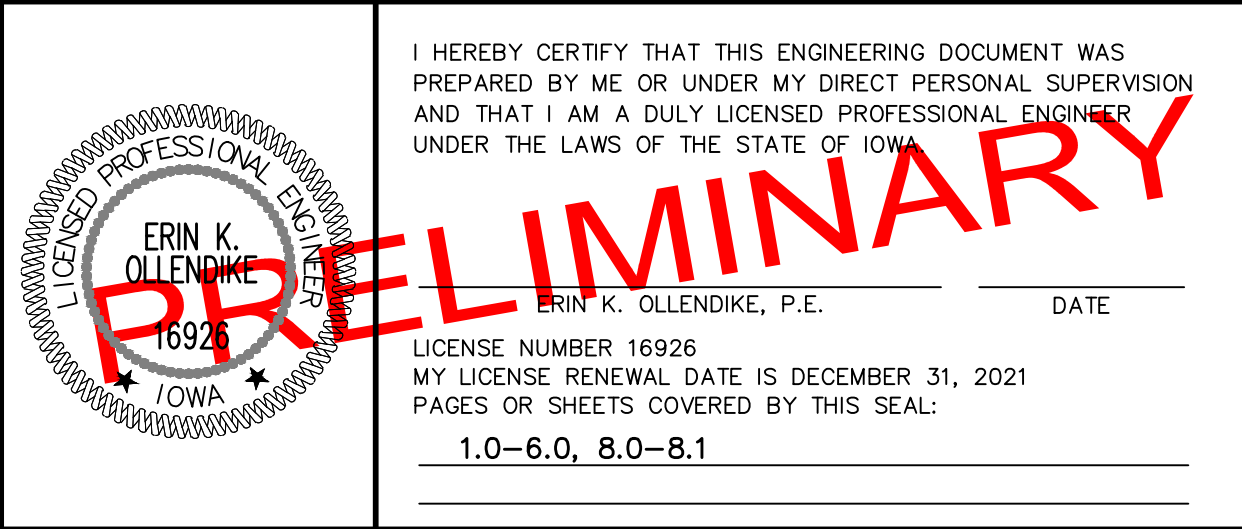
ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD
SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE
SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES
SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER
IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER
DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN
THE EXACT LOCATION SHOWN.



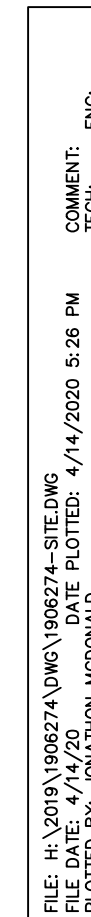
THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF GRIMES
GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE
INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE
CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND
MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR
ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE
PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY
SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT
UNLESS OTHERWISE NOTED.



LOT 9 - M-KEDS HOME PLACE PLAT 2

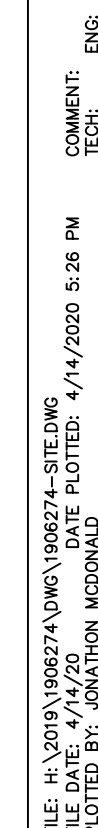


1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY COMPANY. CONTRACTOR SHALL BE RESPONSIBLE.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO MEET EXISTING STANDARD PROCTOR DENSITY. TESTING RANGE OF OPTIMUM MOISTURE $\pm 4\%$ ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING UTILITIES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES ARE SHOWN ON THE PLANS ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.



CIVIL DESIGN ADVANTAGE

2.0
1906.274
GA



1. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS, NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. THE CITY ENGINEER AND THE CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES, NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. BEFORE BEGINNING CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES EXISTING WITHIN THE RIGHT OF WAY. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED IMMEDIATELY AFTER THE WORK IS COMPLETED.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. THE REPAIR OF ROAD SURF OR DRIVEWAYS SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP STANDARD SPECIFICATIONS.
19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

1. SIDEWALKS	4" P.C.C.
2. DRIVES AND LOADING AREA	7" P.C.C.
3. PARKING SPACES	6" P.C.C.

1. GENERAL NOTES:

- A. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
- B. PRECONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING. CONTACT CITY OF GRIMES ENGINEERING DEPT. (515.986.4050).
- C. ALL PERMITS (DNR, SWP, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
- D. THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS OF ALL IMPROVEMENTS AS PER STANDARD PRACTICE.
- E. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT, SANITARY, WATER, SUMP.
- F. KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT AND SHALL BE OBTAINED AT CITY HALL.
- G. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS.
- H. A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS

2.SANITARY SEWER NOTES:

- A. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE PLUG SHALL BE REMOVED FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF CHICAGO.
- B. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
- C. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
- D. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
- E. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
- F. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCC W/ADJUSTING MECHANISM.
- G. SANITARY SEWER TESTING, CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE FLUSHED WITH WATER PRIOR TO TELEVISION.

3. WATER MAIN NOTES:

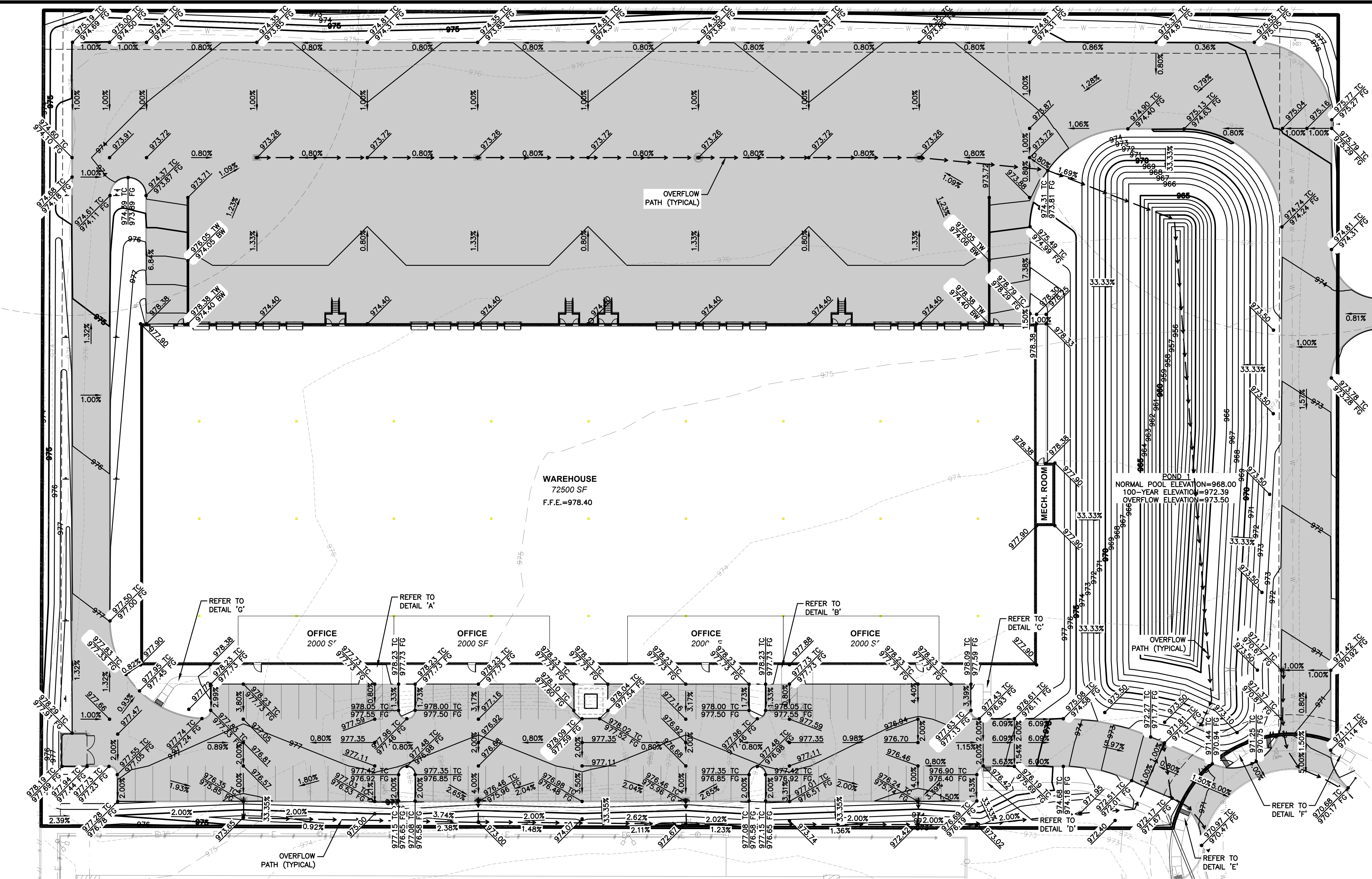
- A. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER MB-67-250, MUELLER SUPER CENTURION 250 (3-WAY-A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2" BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
- B. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) UNTIL THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE DEVELOPER OF THE PLASTIC BAGS WHEN REMOVED.
- C. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
- D. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
- E. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
- F. PROPOSED WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CITY DEVELOPER. A FILTER BACKWASH VALVE SHALL BE DONE BY THE CITY OF GRIMES. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE DEVELOPER AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DEPT. AND BY FAX TO US WATER AT 515-986-7300. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
- G. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUIV.

4. STORM SEWER NOTES:

- A. ALL STORM SEWER IN THE ROW SHALL BE ROP, UNLESS OTHERWISE APPROVED BY THE CITY.
- B. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL CULVERTS SHALL BE TIED TO THE STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC
- C. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES
- D. STORM SEWER CLEANING & TELEVISION SHALL BE COMPLETED PRIOR TO PAVING. THE SEWER SYSTEM SHALL BE _____ FLUSHED WITH WATER PRIOR TO TELEVISION.
- E. USE 6" RING CASINGS ON STORM SEWERS CROSSING OVER WATERMAN PER IDNR REQUIREMENT.



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COMMENTS: ENG.
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PLOTED BY: ANTHON MCDONALD



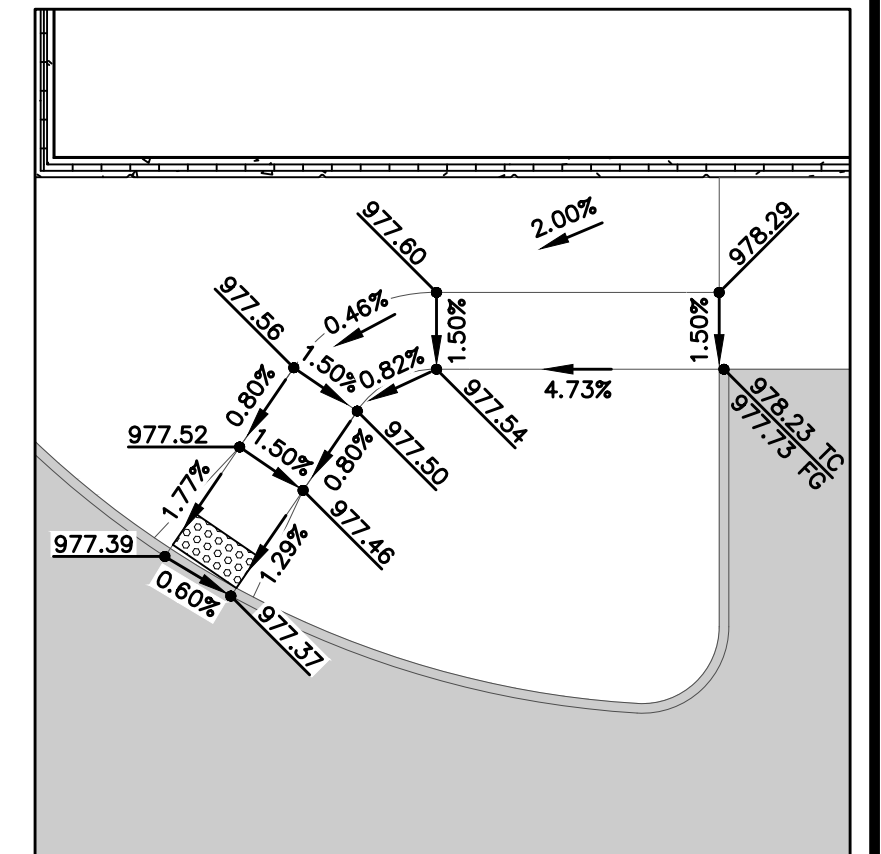
GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPAID AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAIL ROADS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
12. SIDEWALKS:
 - MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS.
 - ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.

OVERFLOW ROUTES

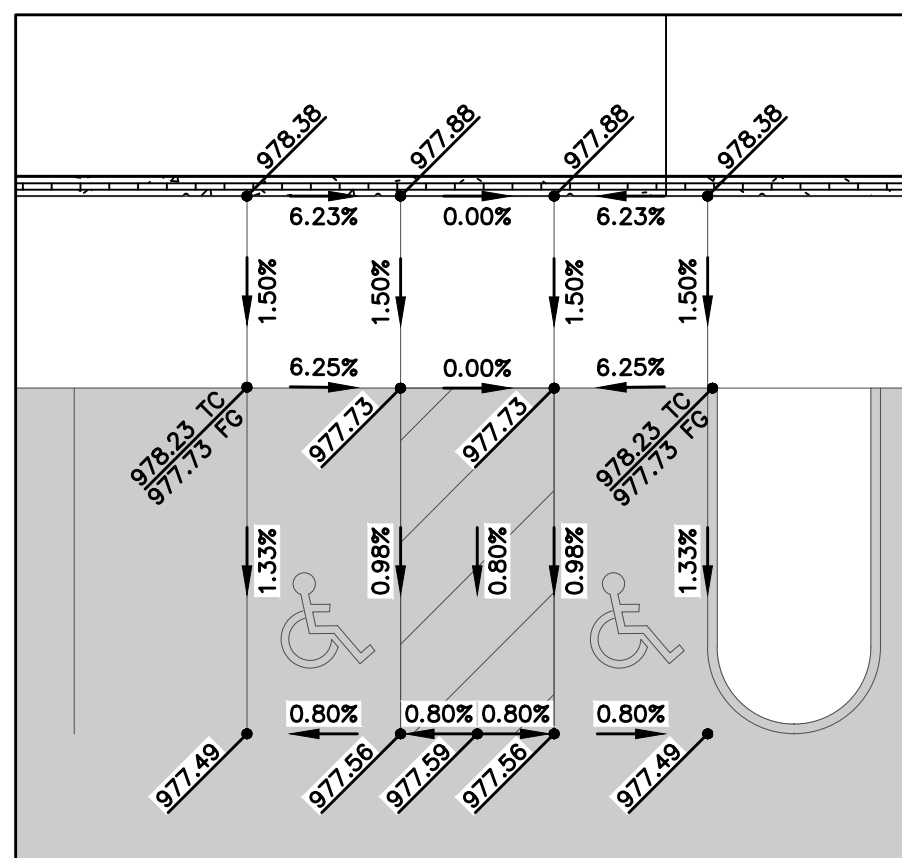


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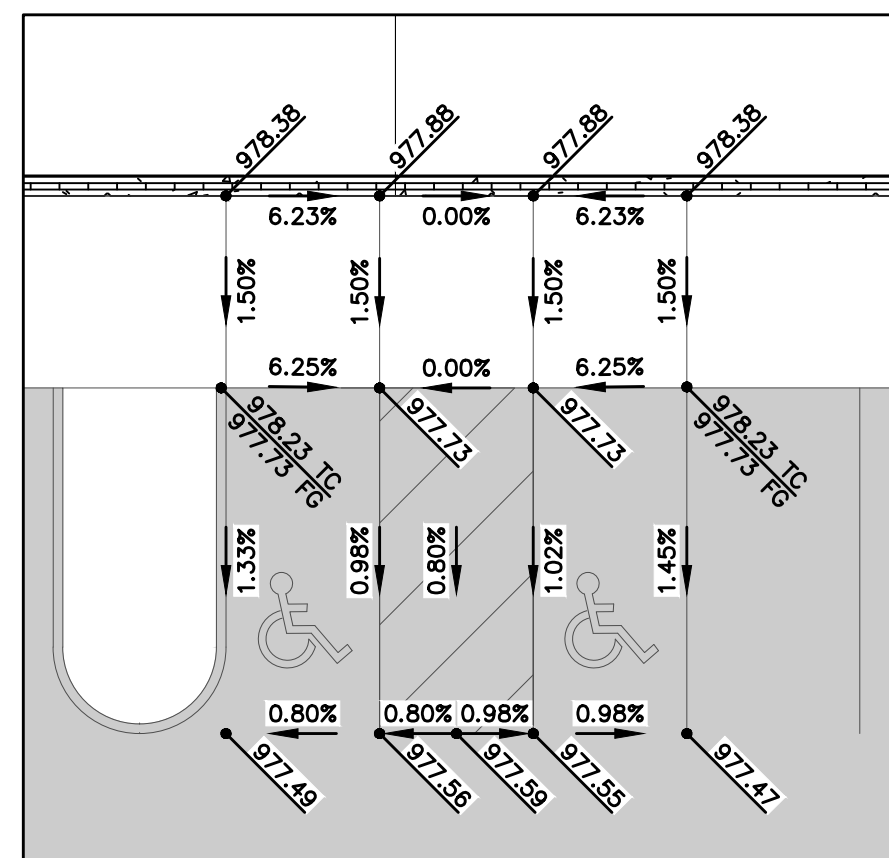
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SCALE
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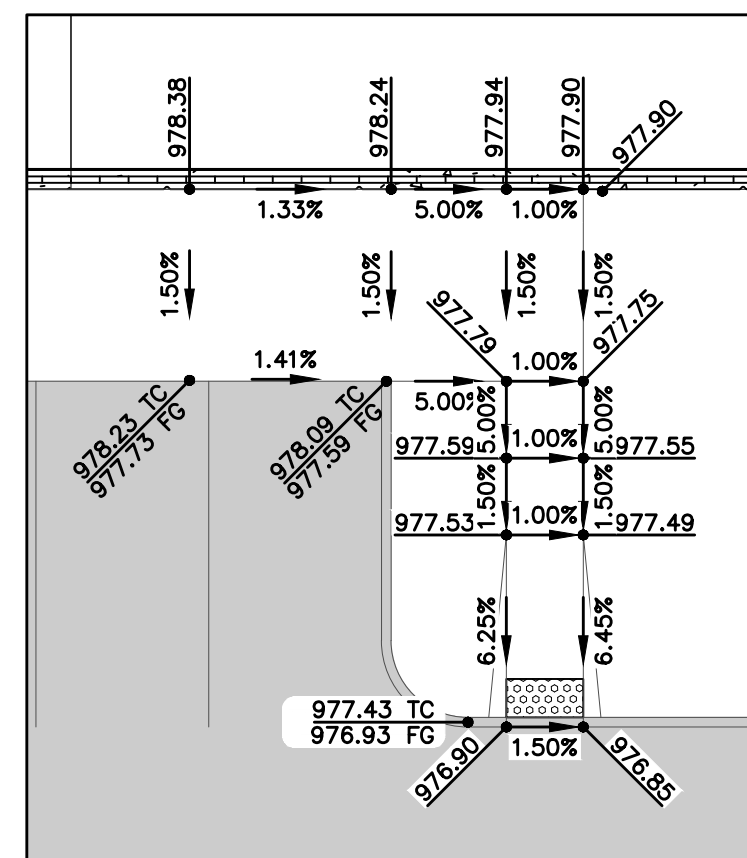
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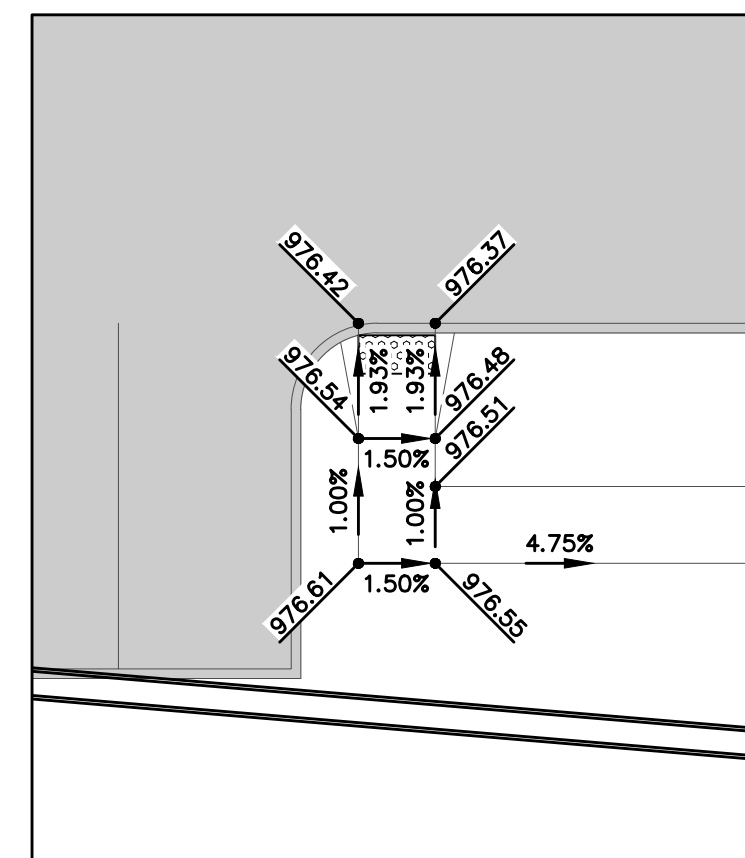
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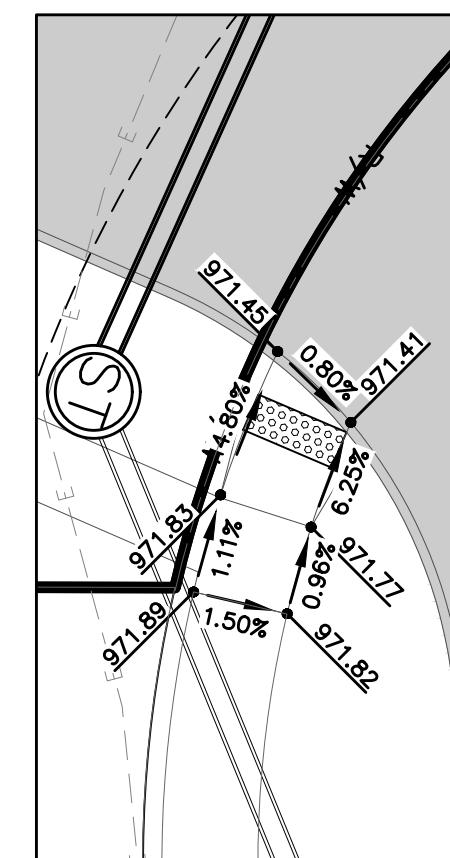
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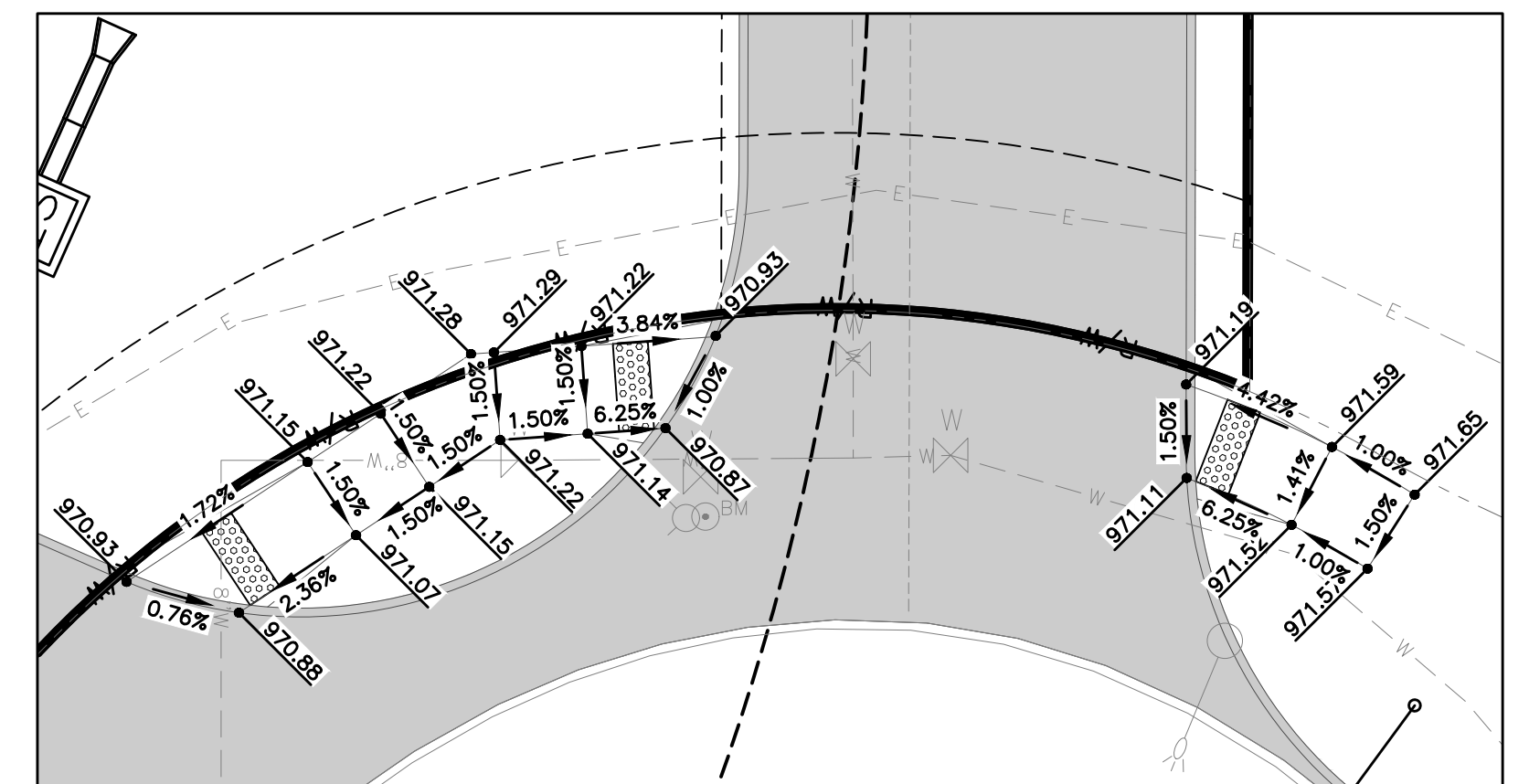
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LOT-9, M-KEDS HOME PLACE PLAT 2

EROSION AND SEDIMENT CONTROL PLAN

STABILIZATION QUANTITIES

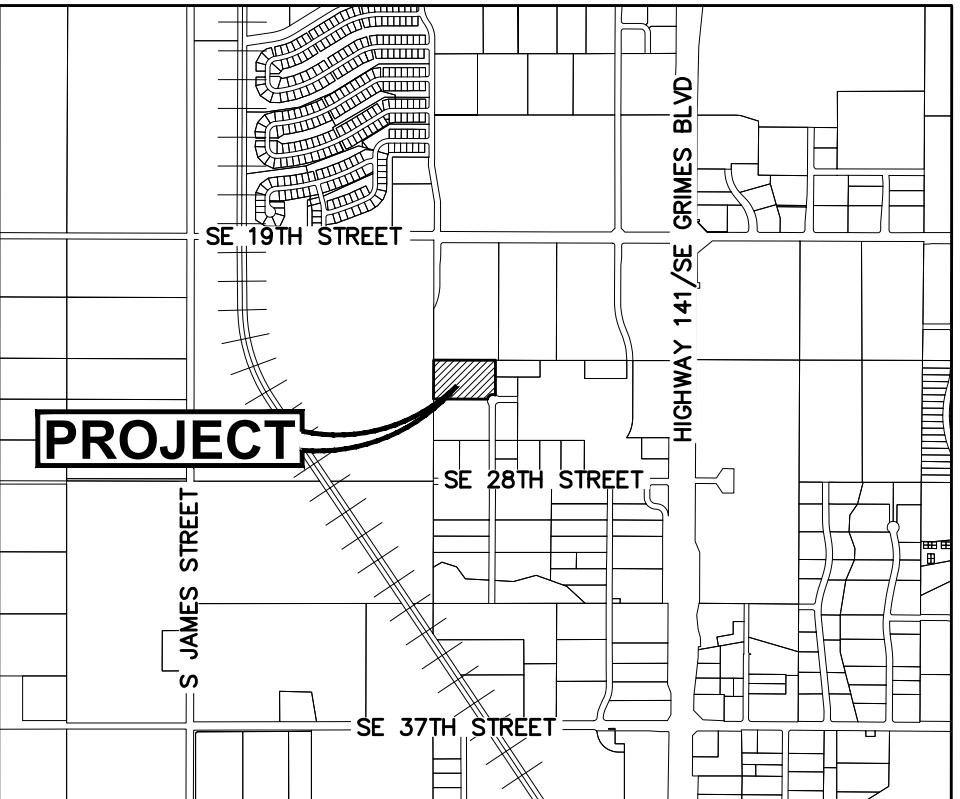
ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	1,538
2	FILTER SOCK	LF	100
3	SEEDING, FERTILIZING, AND MULCHING	AC	1.25
4	INLET PROTECTION DEVICES	EA	10
5	CONCRETE WASHOUT PIT	EA	1

DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF NORTH WALNUT CREEK ±1700 FT	6.37 ACRES
TOTAL AREA DISTURBED TO DISCHARGE POINT	22,932 CU FT
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	
VOLUME PROVIDED IN FILTER SOCK (100 LF @ 2.0 CU FT/LF OF SOCK)	200 CU FT
VOLUME PROVIDED IN SILT FENCE (1,538 LF @ 10 CU FT/LF OF FENCE)	15,380 CU FT
VOLUME PROVIDED IN TSB #1	79,562 CU FT
TOTAL VOLUME PROVIDED	95,142 CU FT

VICINITY MAP

NOT TO SCALE



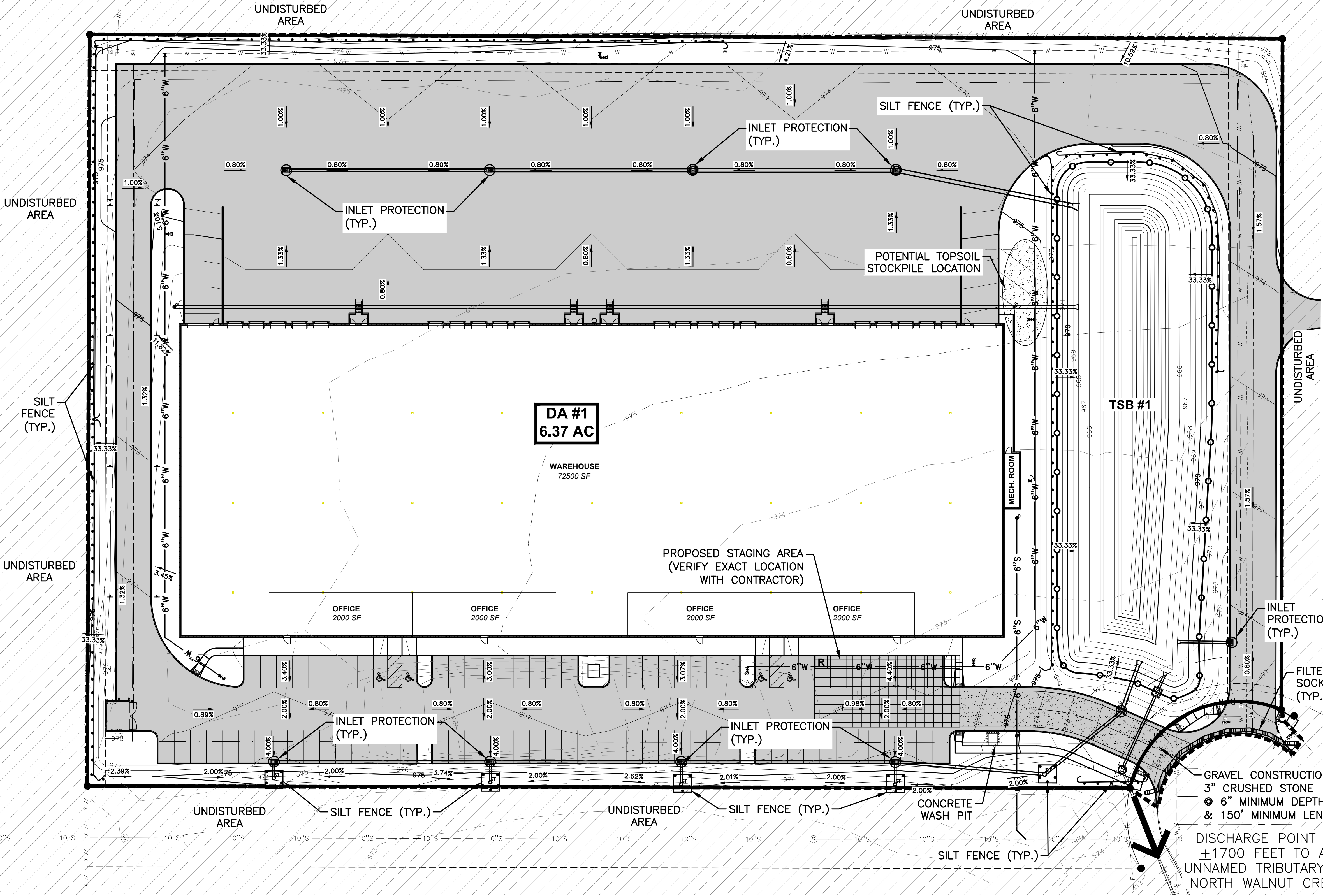
GRIMES, IOWA

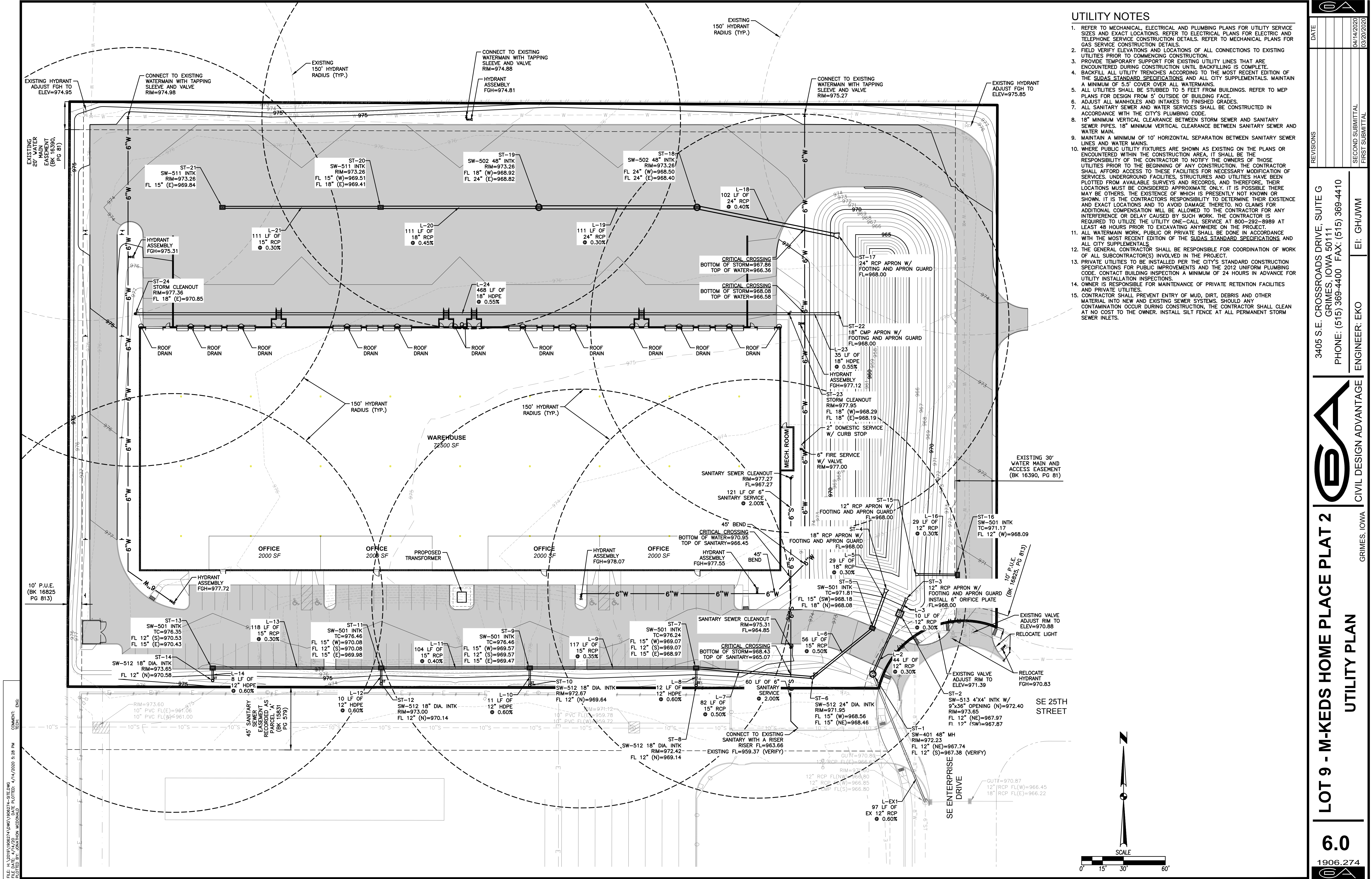
SWPPP LEGEND

DRAINAGE ARROW	X.XX %
GRADING LIMITS	---
FILTER SOCK	▨
SILT FENCE	▤
INLET PROTECTION	○
PORTABLE RESTROOM	R
TEMPORARY STANDPIPE	●
CONCRETE WASHOUT PIT	□
AREA TO BE SEEDED	▨
UNDISTURBED AREA	▨
RIP-RAP	▨
GRAVEL ENTRANCE	▨
STAGING AREA	▨
TEMPORARY SEDIMENT BASIN	TSB #

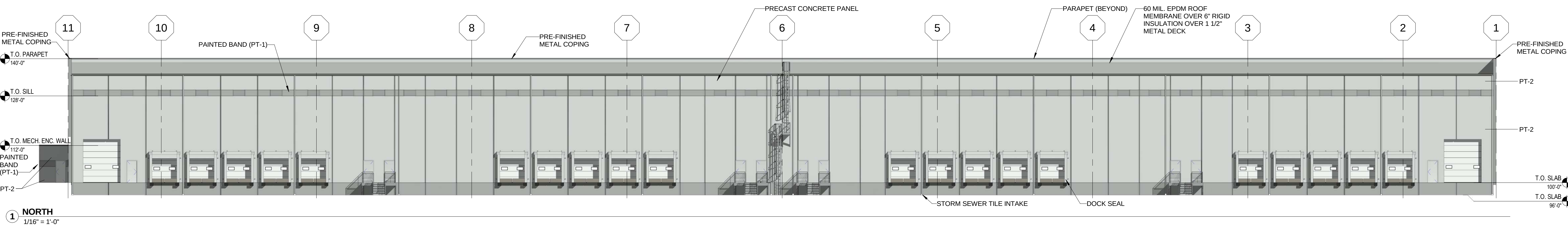
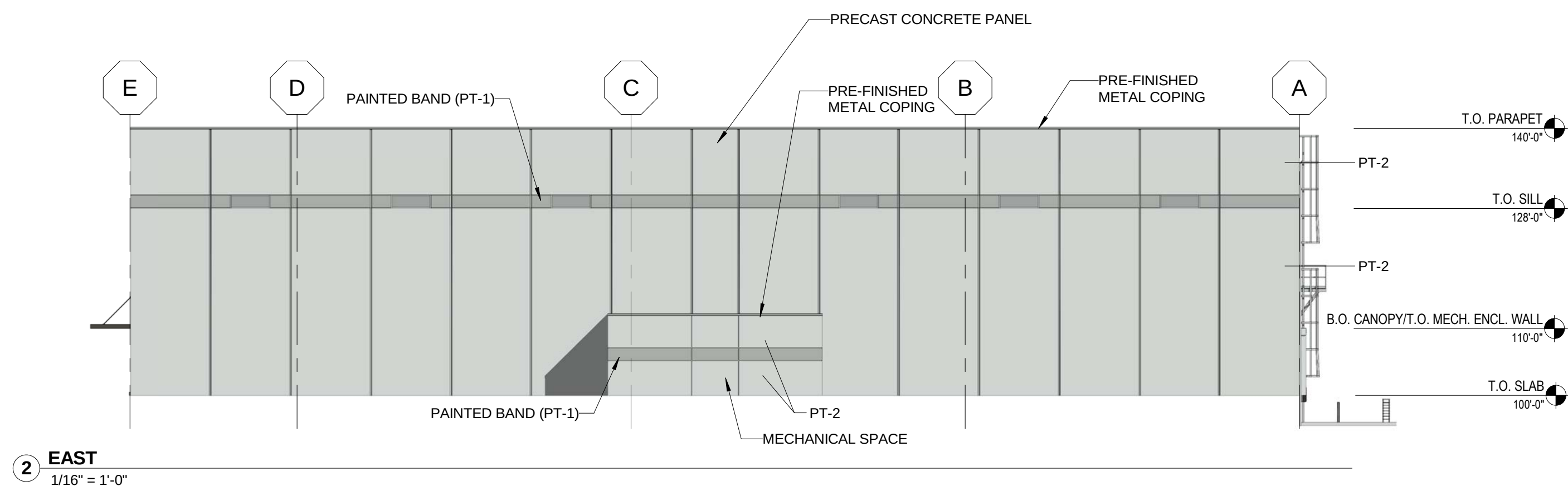
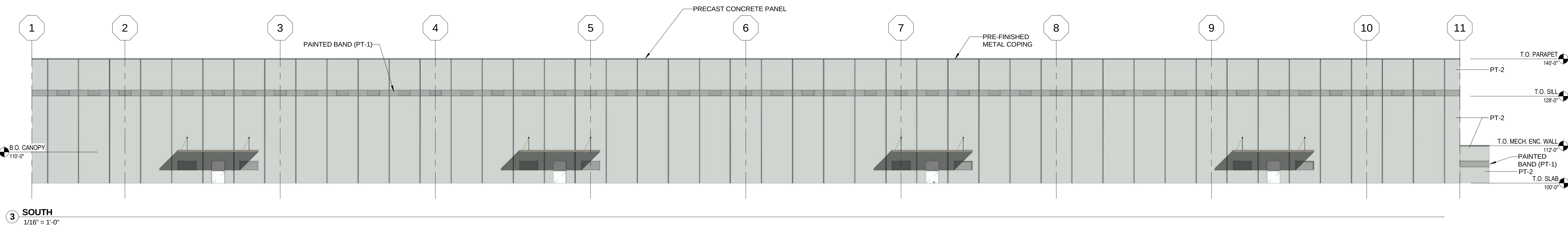
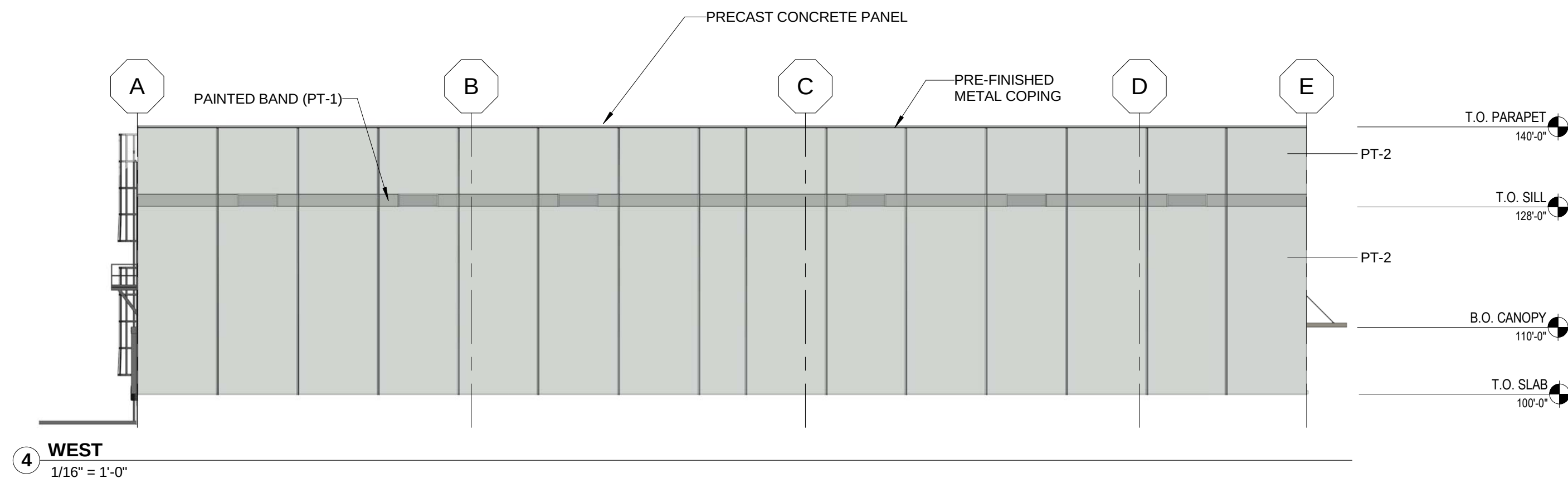
EROSION CONTROL NOTES

- THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMIT AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL REQUIREMENTS OF THE SWPPP AND LOCAL, STATE AND FEDERAL REQUIREMENTS. THE OWNER SHALL EMPLOY A SEPARATE FIRM TO PROVIDE SWPPP MONITORING AND UPDATES. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH THE SELECTED FIRM.
- ALL EROSION CONTROL DEVICES SHALL BE INSTALLED ACCORDING TO SUDAS CHAPTER 7 EROSION AND SEDIMENT CONTROL.
- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENTS.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED PRIOR TO THE SITE SHUTTING DOWN FOR WINTER CONDITIONS.
- CAPTURE PCC SAWCUTTING SLURRY/GRINDING DUST.





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- ELEVATION GENERAL NOTES
1. ARCHITECTURAL 100' - 0" = SURVEY XXXX.XX'
 2. DO NOT SCALE DRAWINGS. DRAWN DIMENSIONS SHALL TAKE PRECEDENCE. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.
 3. REFER TO DOOR AND WINDOW SCHEDULES FOR MORE INFORMATION.
 4. SEE CIVIL DRAWINGS FOR DRAINAGE REQUIREMENTS.
 5. GRADE SOIL AWAY FROM BUILDING TO DRAIN. SEE CIVIL AND LANDSCAPE DRAWINGS FOR MORE INFORMATION.

EXTERIOR FINISH LEGEND					
KEY	KEY DESCRIPTION	MANUFACTURER	PRODUCT/NUMBER	COLOR/NAME	REMARKS
PT-1	PAINT	SHERWIN WILLIAMS	SW6232	MISTY	MATTE
PT-2	PAINT	SHERWIN WILLIAMS	SW7757	HIGH REFLECTIVE WHITE	MATTE

PROJECT:
2400 SE Enterprise Warehouse
PRE-CAST CONCRETE WAREHOUSE
2400 SE ENTERPRISE DRIVE

DATE:	DRAWN BY:	CHKD BY:
11/21/2019	SF	KC
REVISED:		

EXTERIOR
ELEVATIONS

A200



1605 N. ANKENY BLVD #130
ANKENY, IOWA 50023
PHONE: (515) 965-5336
FAX: (515) 965-5335
info@imprintarchitects.com





7075





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

AGENDA MEMO

Item No. May 26, 2020

AGENDA HEADING:

Resolution Approving Final Plat - Hope Commercial Plat 2

SYNOPSIS:

The subject property has been rezoned from A-1 to C-2 and has also had its preliminary plat approved. The applicant has not yet completed the public improvements, however has executed an Agreement to Complete and submitted a performance bond consistent with the cost associated with completing the project.

As a reminder, the project will subdivide approximately 18 acres into 8 commercial lots. The property is zoned C-2 with the Transportation Corridor Overlay.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Preliminary Plat, 4/28/2020

BOARD/COMMISSION ACTION(S):

Recommendation of Approval – Planning and Zoning Commission, 04/07/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Resolution Approving Final Plat for Hope Commercial Plat 2, subject to any remaining staff comments.

Planning & Zoning Staff Report



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: April 7, 2020
RE: Hope Commercial Plat 2 – Final Plat

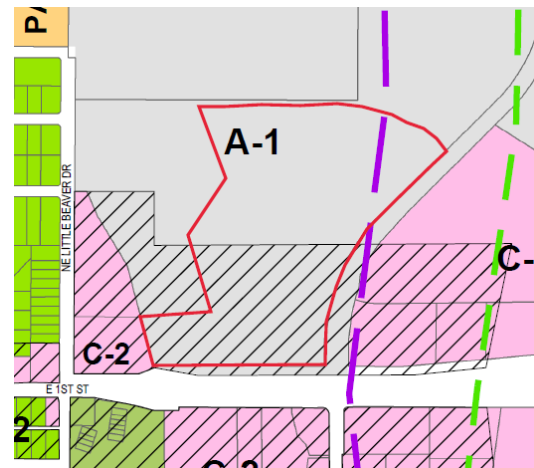
GENERAL INFORMATION:

Applicant:	Hope K Farms
Requested Action	Final Plat
Location	NW corner of E 1 st St & NE Gateway Dr

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Site	Vacant	Commercial/Mixed Use	A-1
North	Vacant	Mixed Use	A-1
South	Commercial	Commercial	C-2
East	Vacant	Commercial	C-2
West	Commercial	Mixed Use	A-1/C-2

BACKGROUND:

The applicant is requesting approval of a final plat, which will allow for the subdivision of the approximately 18.16-acre property, into eight commercial lots, and associated street right-of-way.

The property is generally located north of W 1st ST/HWY 44, and west of the future NE Gateway Drive extension.

NE Gateway Drive is currently under construction and is anticipated to be open to traffic mid-summer.

ANALYSIS:

The layout shown for the final plat is consistent with the preliminary plat.

Access to the lots is proposed via two new public streets off of NE Gateway Drive: NE 2nd Court and NE 5th Street. The concept, also shows a new right-in right-out along E. 1st Street. A Traffic Impact Study is underway to evaluate the proposed access point. The construction drawings will reflect the results of the study and review by staff and the DOT.

An 8' trail is proposed along NE 5th Street. A trail easement is provided at the southwest corner of the proposed plat to allow for a sidewalk connection from the sidewalk along E. 1st Street/Highway 44 to the trail that is proposed to circle the existing regional detention basin just west of the proposed plat.

Water service is available along east side of NE Gateway Drive (future). Additional 12" water mains will be extended down the NE 2nd Court and NE 5th Street.

Sanitary sewer is being constructed with the NE Gateway Drive improvements. The sewer extends from NE Little Beaver, east through NE 2nd Court. From NE 2nd Court, a new sanitary sewer will extend north through the subject property, and be stubbed to the north of the Hope Commercial Plat 2 to allow for future access.

Storm water management is handled regionally within the adjoining pond.

STAFF RECOMMENDATION:

Staff would recommend approval of the final plat for Hope Commercial Plat 2, subject to any remaining staff comments and submittal of all required legal documents.

CITY OF GRIMES

Evann Martin
Assistant Planner



Development Services

410 SE Main St, Suite 102

Grimes, IA 50111

(515)986-4050

www.grimesiowa.gov

~~March 3, 2020~~

~~March 19, 2020~~

April 3, 2020

Civil Design Advantage, LLC

Attn: Michael A. Brooner

3405 Crossroads Drive, Suite G

Grimes, IA 50111

RE: Hope Commercial Plat 2 Final Plat

Dear Mr. Brooner:

The Development Services Department is in receipt of a proposed Final Plat for Hope Commercial Plat 2. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Show any shared access easements or other easements that result from discussion with the preliminary plat. Will review cross access easement in Declaration.~~
2. ~~Addresses will be provided after the revised final plat is submitted (Lot 1 and 2 combined). Addresses attached.~~
3. ~~Please update the plat to reflect the correct flood plain and effective date.~~
4. ~~Please update the Zoning based upon comments made on the preliminary plat. Remove reference to Highway 141.~~
5. ~~Please provide an MPE sheet for Lots 1/2 and 9 if necessary.~~
6. ~~Note that the City will allow approval of the Final Plat prior to acceptable of public utilities however a performance bond will be required. No cash/check bonds will be accepted due to the size of the improvements.~~
7. Please revise the address for Lot 3 to show 1301 E 1st Street, not 1101.

Legal Comments:

1. ~~The following legal documents need to be provided for review:~~
 - ~~Title Opinion~~
 - ~~Consent(s) to Plat~~
 - ~~Treasure's Certificate~~
 - ~~County Subdivision Name Approval~~

- Easement (documents) **Submit Trail Easement**
 - Street Warranty Deed, GWHS for Lots A/B **Submit**
 - 4-year maintenance bonds for public utilities **Submt**
2. A copy of the Declaration of Covenants, Restrictions and Easements will need to be provided for review.
 3. A copy of the executed Mid-American Energy electric and Black Hills gas distribution agreement will need to be provided.

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

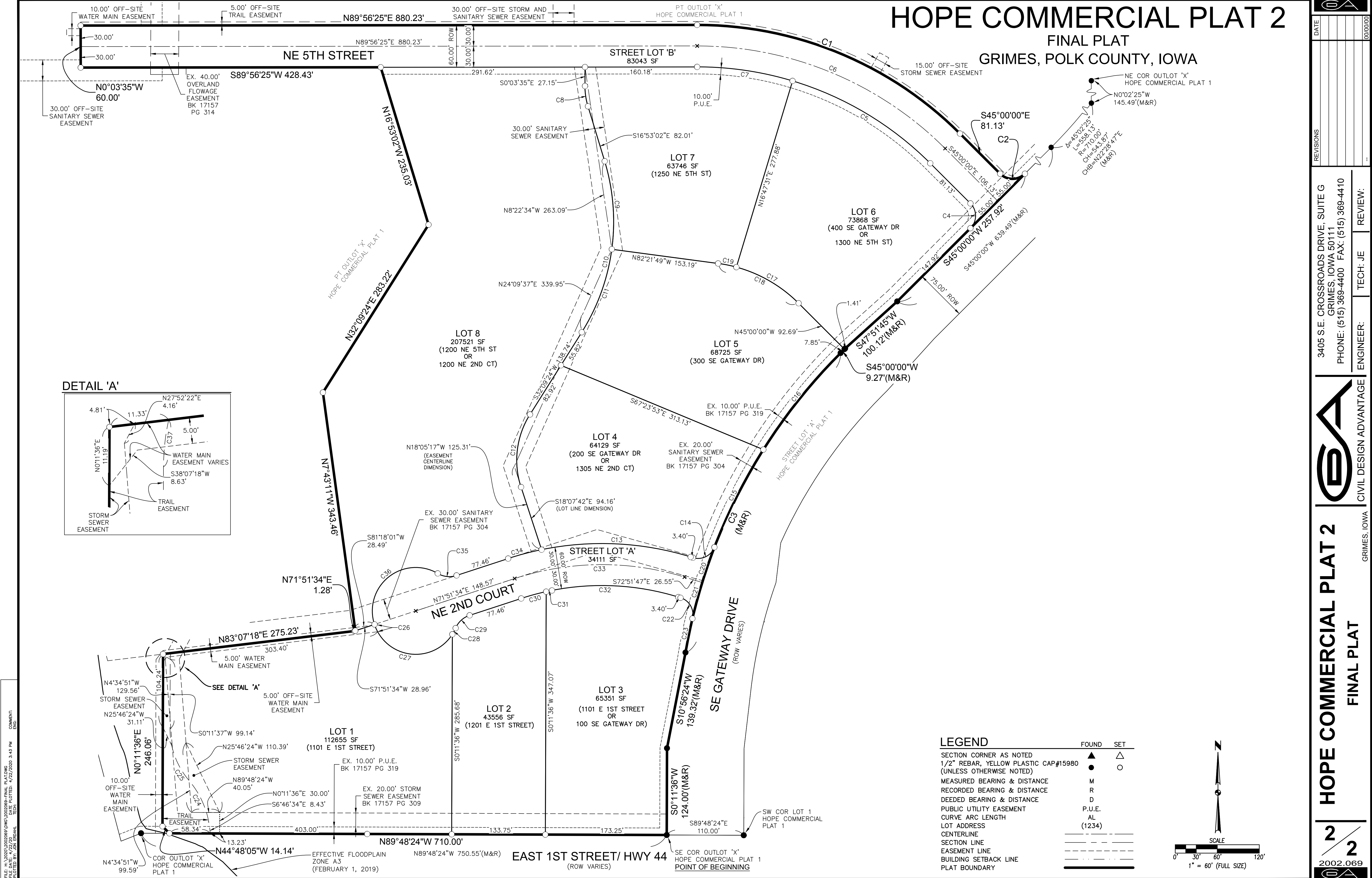
SUBMITTAL DATE:	February 24, 2020 (1 PDF of Final Plat and Legal Documents)
PLANNING & ZONING:	April 7, 2020 at 5:30 at the Grimes City Hall
COUNCIL MEETING:	April 28, 2020 at 5:30 at the Grimes City Hall

Please feel free to contact me at apfaltzgraff@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,



Alex Pfaltzgraff
Development Services Director



DATE

REVISIONS

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:TECH: JE REVIEW:

HOPE COMMERCIAL PLAT 2
FINAL PLAT

22

2002.069

RESOLUTION NO. _____

RESOLUTION APPROVING FINAL PLAT OF HOPE COMMERCIAL PLAT 2 AND
CERTAIN RELATED AGREEMENTS AND EASEMENTS

WHEREAS, the preliminary plat and accompanying materials for Hope Commercial Plat 2 , an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Grimes, Iowa, by Hope K Farms LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Grimes City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Grimes Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has submitted to the City of Grimes a Warranty Deed for future right of way within the Plat; and

WHEREAS, the Developer has filed with the City of Grimes a Declaration of Covenants, Conditions, and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of Hope Commercial Plat 2 and the documents relating thereto comply in all other respects with the City of Grimes's Subdivision Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

That the plat of Hope Commercial Plat 2 be and the same is hereby accepted and approved by the City Council of the City of Grimes.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the following additional easements to be filed with the Plat:

1. Public Utility Line Easement
2. Sanitary Sewer Easement
3. Storm Sewer Easement
4. Water Main Easement
5. Trail Easement

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Street Warranty Deed.

BE IT FURTHER RESOLVED, that the required sidewalks and trail within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk and trail.

BE IT FURTHER RESOLVED that the City of Grimes does hereby accept the Declaration of Residential Covenants, Conditions, and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized and directed to execute all easement and other agreements, and file the final plat of Hope Commercial Plat 2, as well as any other documents related thereto, with the Polk County Recorder.

PASSED AND APPROVED this ____ day of _____, 2020.

By: _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Preparer Information: Alex S. Pfaltzgraff, 101 NE Harvey St, Grimes, Iowa 50111 Phone (515)986-3036
Return to: Rochelle Williams, City Clerk, City of Grimes, 101 NE Harvey St., Grimes, Iowa 50111

**AGREEMENT TO COMPLETE PUBLIC
IMPROVEMENTS – HOPE COMMERCIAL PLAT 2**

THIS AGREEMENT made and entered into as of the _____ day of _____, 2020, by and between _____ ("Developer"), and the City of Grimes, Iowa, an Iowa municipal corporation ("Grimes").

WHEREAS, Developer has submitted to Grimes a final plat entitled Hope Commercial Plat 2 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 354 of the Iowa Code provides that Grimes may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Grimes; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Grimes and is desirous of having said Plat finally approved by Grimes prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Grimes is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Grimes granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Grimes hereby acknowledges that the Developer has not completed the work specified in the drawings for the Plat including the installation of the water, sanitary sewer and storm sewer lines, pavement and street lights (collectively, the "Improvements"). All items listed in Exhibit A work shall be performed in accordance with Grimes specifications and shall be completed prior to May 31, 2020.
2. Developer agrees to pay to Grimes upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Grimes for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.
3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Grimes a performance bond in the amount of \$1,504,627 for all Improvements, which performance bond may be cashed or drawn upon by Grimes, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.
4. Developer hereby agrees that Grimes shall not issue any permanent certificates of occupancy within the Plat until the Improvements as defined in paragraph 1 have been completed as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Hope K Farms, LLC

CITY OF GRIMES, IOWA

By: _____
Name: _____
Title: _____

By _____
Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

STATE OF _____)
 _____) SS
 COUNTY OF _____)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said person acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public in and for the State
of Iowa
My commission expires:_____

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2020, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rochelle Williams, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the day of _____, 2020, and that Scott Mikkelsen and Rochelle Williams acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa
My commission expires:_____



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

AGENDA MEMO

For Meeting of 05/26/2020

AGENDA HEADING:

Brookefield Estates Northwest Plat 2 – Preliminary Plat

SYNOPSIS:

All subdivision plats in Polk County that are within 2 miles of the City of Grimes corporate boundary are subject to review by the Grimes Planning and Zoning Commission and City Council. The purpose of the approval by the City of Grimes is to determine that there are no conflicts with existing or planned City facilities such as streets, ROW, and utilities and to ensure projects implement urban development practices such as paved streets.

The applicant is requesting approval of the preliminary plat for six residential lots which consists of 6.53 total acres. The subject property is located 0.5 miles north of Grimes' city limits and cannot be reasonably annexed or serviced with public utilities.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

N/A

BOARD/COMMISSION ACTION(S):

Recommendation of Approval, Planning and Zoning Commission, 03/03/2020

STAFF/COMMITTEE RECOMMENDATION:

Staff would recommend approval of the Preliminary Plat for Brookefield Estates Northwest Plat 2

Planning & Zoning Memo



TO: Planning and Zoning Commission
FROM: Evann Martin, Assistant Planner
DATE: March 3, 2020
RE: Brooke Field Estates Northwest Plat 2
(Polk County)

GENERAL INFORMATION:

Applicant:

Brookefield Enterprises, LLC

Requested Action

Preliminary Plat (Polk County)

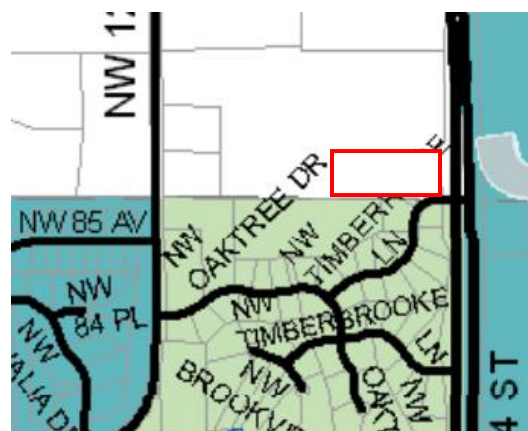
Location

West of Highway 141 and north of NW Cedar Valley Drive

SUPPORTING INFORMATION:



Location Map



Zoning Map

LAND USES & ZONING:

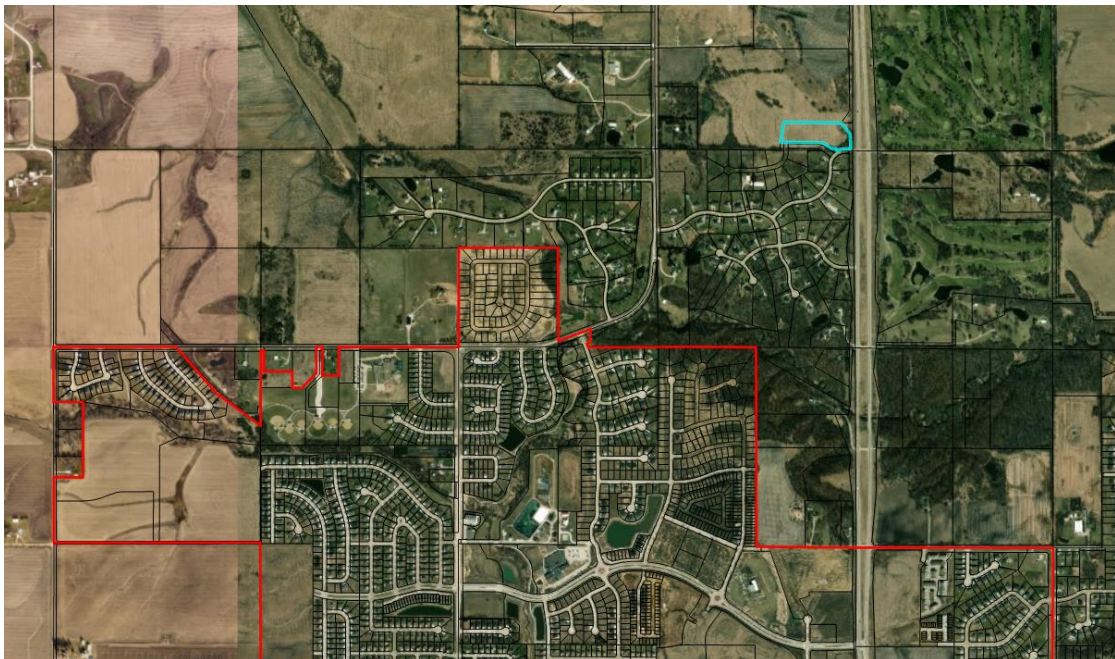
Location	Existing Land Use	Current Zoning (Polk County)	Proposed Zoning (Polk County)
Subject Site	Vacant	Agricultural	Rural Residential
North	Vacant	Agricultural	N/A
South	Residential	Rural Residential	N/A
East	Golf Course	Estate Residential	N/A
West	Vacant	Agricultural	N/A

BACKGROUND:

All subdivision plats in Polk County that are within 2 miles of the City of Grimes corporate boundary are subject to review by the Grimes Planning and Zoning Commission and City Council. The purpose of the approval by the City of Grimes is to determine that there are no conflicts with existing or planned City facilities such as streets, ROW, and utilities and to ensure projects implement urban development practices such as paved streets.

The applicant is requesting approval of the preliminary plat for six residential lots which consists of 6.53 total acres. The subject property is located 0.5 miles north of Grimes' city limits and cannot be reasonably annexed or serviced with public utilities.

Staff does not have any issues with the request, and would recommend approval.



CITY OF GRIMES

Evann Martin
Assistant Planner

MAJOR PRELIMINARY PLAT

BROOKE FIELD ESTATES

NORTHWEST PLAT 2

POLK COUNTY, IOWA

BROOKEFIELD ENTERPRISES, L.L.C., 11720 NW OAKTREE DR., GRIMES, IOWA 50111



VICINITY SKETCH  SCALE: 1" = 2000'

ZONING:
EXISTING = AG / AGRICULTURAL DISTRICT
PROPOSED = RR / RURAL RESIDENTIAL DISTRICT

ZONING REQUIREMENTS
RR MINIMUM BULK REQUIREMENTS:
LOT SIZE - 40,000 S.F.
LOT WIDTH AT FRONT YARD SETBACK - 140 FEET
MIN. FRONT YARD SETBACK - 50 FEET
MIN. SIDE YARD SETBACK - 15 FEET
MIN. REAR YARD SETBACK - 50 FEET
MAX. BUILDING COVERAGE - 15%
MIN. R.O.W. WIDTH - 60 FEET
PAVEMENT WIDTH - 26' B/B

UTILITIES
GAS - MID-AMERICAN ENERGY
ELECTRICITY - MID-AMERICAN ENERGY
WATER - XENIA RURAL WATER DISTRICT
WASTEWATER TREATMENT - ON-SITE WASTEWATER TREATMENT SYSTEM
CTV - MEDIACOM AND CENTURYLINK

BENCHMARK
BM #1 - LEAD PLUG IN EAST HEADWALL OF BOX CULVERT UNDER HIGHWAY 141
STATION 279+00. ELEVATION = 850.87

BM #2 - SPIKE NAIL IN FENCE POST AT NORTHEAST CORNER OF PROPERTY.
ELEVATION = 903.95

BM #3 - TOP OF IRON ROD BY STATION MARKER 250+00 WEST SIDE OF
HIGHWAY 141. ELEVATION = 956.82

FLOOD ZONE DESIGNATION
SUBJECT PROPERTY IS LOCATED IN ZONE X (OUTSIDE 100 YEAR FLOODPLAIN)
ON FEMA FLOOD INSURANCE RATE MAP 19153C0160F WITH AN EFFECTIVE DATE
OF FEBRUARY 2, 2019.

LEGAL DESCRIPTION
PARCEL 2018-105 OF THE SE1/4 SE1/4, AN OFFICIAL PARCEL RECORDED IN BOOK 17314, PAGE 809 AT THE POLK COUNTY
RECORDER'S OFFICE, OF SECTION 20, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA

AND

OUTLOT 'X' & 'Y', BROOKE FIELD ESTATES NORTHWEST PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 17548, PAGE 228 AT THE
POLK COUNTY RECORDER'S OFFICE, POLK COUNTY, IOWA

LAND AREA
6.53 ACRES
284,341 SQUARE FEET

SHEET INDEX
SHEET # SHEET TITLE
1 COVER
2 DEMOLITION & GEOMETRIC PLAN
3 UTILITY PLAN
4 GRADING PLAN

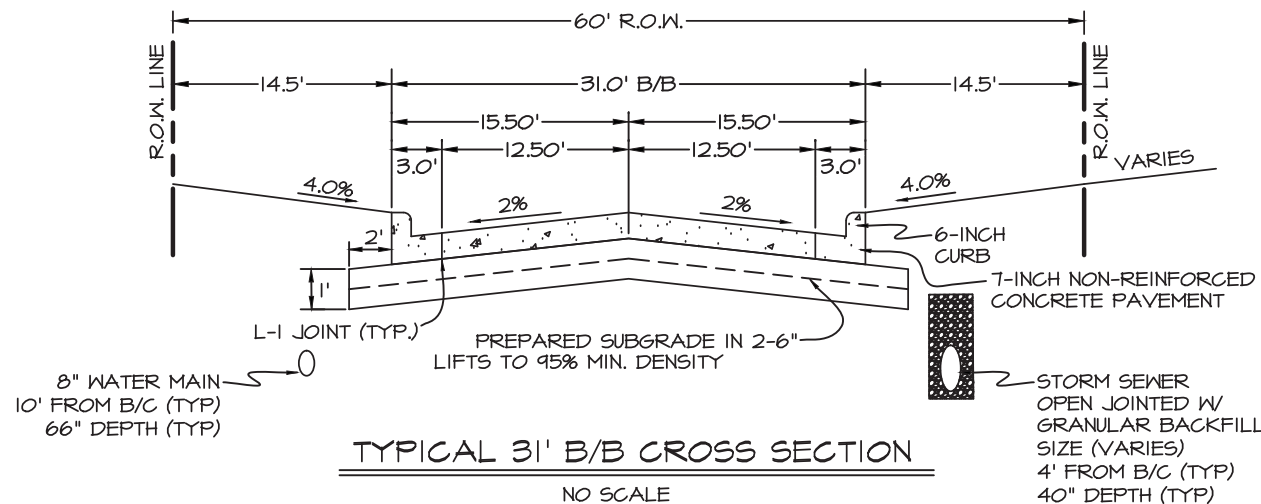
SURVEYOR:
JEFF GADDIS
CIVIL ENGINEERING CONSULTANTS
2400 86TH STREET #12
DES MOINES, IOWA 50322
515-276-4884 x221

PROPERTY OWNERS/DEVELOPER:
BROOKEFIELD ENTERPRISES, L.L.C.
11720 NW OAKTREE DR.
GRIMES, IOWA 50111
ATTN: FRIEDRICH TROST
PH: 515-718-1448

- GENERAL NOTES:**
- CONTRACTOR SHALL ARRANGE FOR TESTING AND INSPECTION AND NOTIFY THE FOLLOWING AT LEAST ONE WEEK PRIOR TO BEGINNING CONSTRUCTION:
 - POLK COUNTY
 - BROOKEFIELD ENTERPRISES, L.L.C.
 - CIVIL ENGINEERING CONSULTANTS, INC. PHONE: 515.276.4884
 - IOWA ONE-CALL
 - POLK COUNTY PUBLIC WORKS
 - XENIA RURAL WATER DISTRICT
 - LOCATION OF EXISTING FACILITIES AND APPURTENANCES SHOWN ON PLAN ARE BASED ON AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING TO DETERMINE EXACT FACILITIES LOCATIONS. CIVIL ENGINEERING CONSULTANTS, INC. DOES NOT GUARANTEE LOCATION OF EXISTING FACILITIES AS SHOWN, OR THAT ALL EXISTING FACILITIES ARE SHOWN. IT IS CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL PUBLIC AND PRIVATE UTILITY PROVIDERS SERVING THIS AREA, AND IOWA ONE CALL, TO DETERMINE EXTENT AND PRECISE LOCATION OF EXISTING FACILITIES BEFORE CONSTRUCTION BEGINS.
 - LOT 'A' TO BE DEDICATED TO POLK COUNTY FOR STREET PURPOSES AT SUCH TIME AS ROADWAY HAS BEEN IMPROVED AND ACCEPTED INTO POLK COUNTY SECONDARY ROAD SYSTEM BY POLK COUNTY BOARD OF SUPERVISORS.
 - ALL WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH XENIA RURAL WATER STANDARD SPECIFICATIONS.
 - MAILBOXES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE OF A BREAKAWAY DESIGN.
 - POLK COUNTY DOES NOT REQUIRE OR ISSUE PERMITS FOR SIDEWALKS AND DOES NOT ACCEPT LIABILITY AND/OR RESPONSIBILITY FOR CONSTRUCTION PLACEMENT, REPAIR, OR MAINTENANCE THEREOF OF ANY STREET SIDEWALK INSTALLED IN PLAT BY ANY HOMEOWNER. DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN STATE OF IOWA.
 - ACCESS TO EACH LOT IS RESTRICTED TO SUBDIVISION ROAD. ACCESS TO LOT 2 SHALL BE FROM NW CEDAR VALLEY DRIVE.
 - EXISTING LAND USE: FARM
 - ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROAD MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
 - ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
 - THE HOMEOWNERS' ASSOCIATION WILL MAINTAIN THE PRIVATE STORM WATER DETENTION BASIN AND PRIVATE OUTLET PIPE WITHIN THE PRIVATE STORM WATER DETENTION BASIN EASEMENT AND PRIVATE STORM SEWER EASEMENT ON LOTS 1 & 2. ACCESS TO THE DETENTION POND SHALL BE OBTAINED FROM THE 30.00' STORM SEWER AND DETENTION ACCESS EASEMENT BETWEEN LOTS 1 & 2. THE ACCESS EASEMENT PROVIDED IS FOR THE HOMEOWNER'S ASSOCIATION TO ACCESS THE DETENTION BASIN FACILITY FOR MAINTENANCE PURPOSES.
 - ACCESS TO LOTS CANNOT BE LOCATED WITHIN 75' OF THE CENTERLINE OF MINOR ROAD INTERSECTIONS.
 - OUTLOT 'Z' SHALL BE USED AS A DRAINAGE EASEMENT. THIS LOT WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION UNTIL FUTURE DEVELOPMENT TO THE NORTH & WEST OCCURS.
 - THIS PRELIMINARY PLAT SHALL BE REVIEWED AND APPROVED BY XENIA RURAL WATER DISTRICT AND DEVELOPER WILL NEED TO PROVIDE A SUBDIVISION BOND.
 - THE WATER MAIN SHALL BE CONSTRUCTED AND APPROVED BEFORE THE FINAL PLAT IS APPROVED OR THE DEVELOPER WILL NEED TO PROVIDE A SUBDIVISION BOND.
 - WATER SERVICES SHALL BE NET TAPPED BY XENIA RURAL WATER DISTRICT AT THE TIME OF HOME CONSTRUCTION.
 - A COMBINED ALTERNATIVE WASTEWATER TREATMENT SYSTEM & SUMP PUMP SERVICE SHALL BE PROVIDED TO EACH LOT. THE SERVICE FOR LOTS 1-6 SHALL OUTLET TO THE PRIVATE REAR YARD DRAIN TILE LOCATED WITHIN THE PRIVATE SEPTIC DISCHARGE COLLECTOR LINE EASEMENT. THE PRIVATE REAR YARD DRAIN TILE WILL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

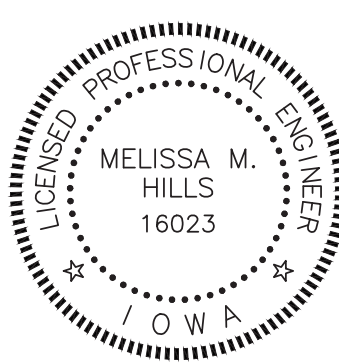
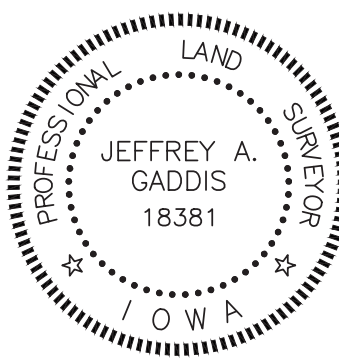
NPDES/SWPPP

- OWNER AND/OR CONTRACTOR ARE REQUIRED TO OBTAIN A NPDES PERMIT AND FOLLOW REQUIREMENTS OF ASSOCIATED STORM WATER POLLUTION PREVENTION PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE A 4-YEAR MAINTENANCE BOND FOR EROSION CONTROL.

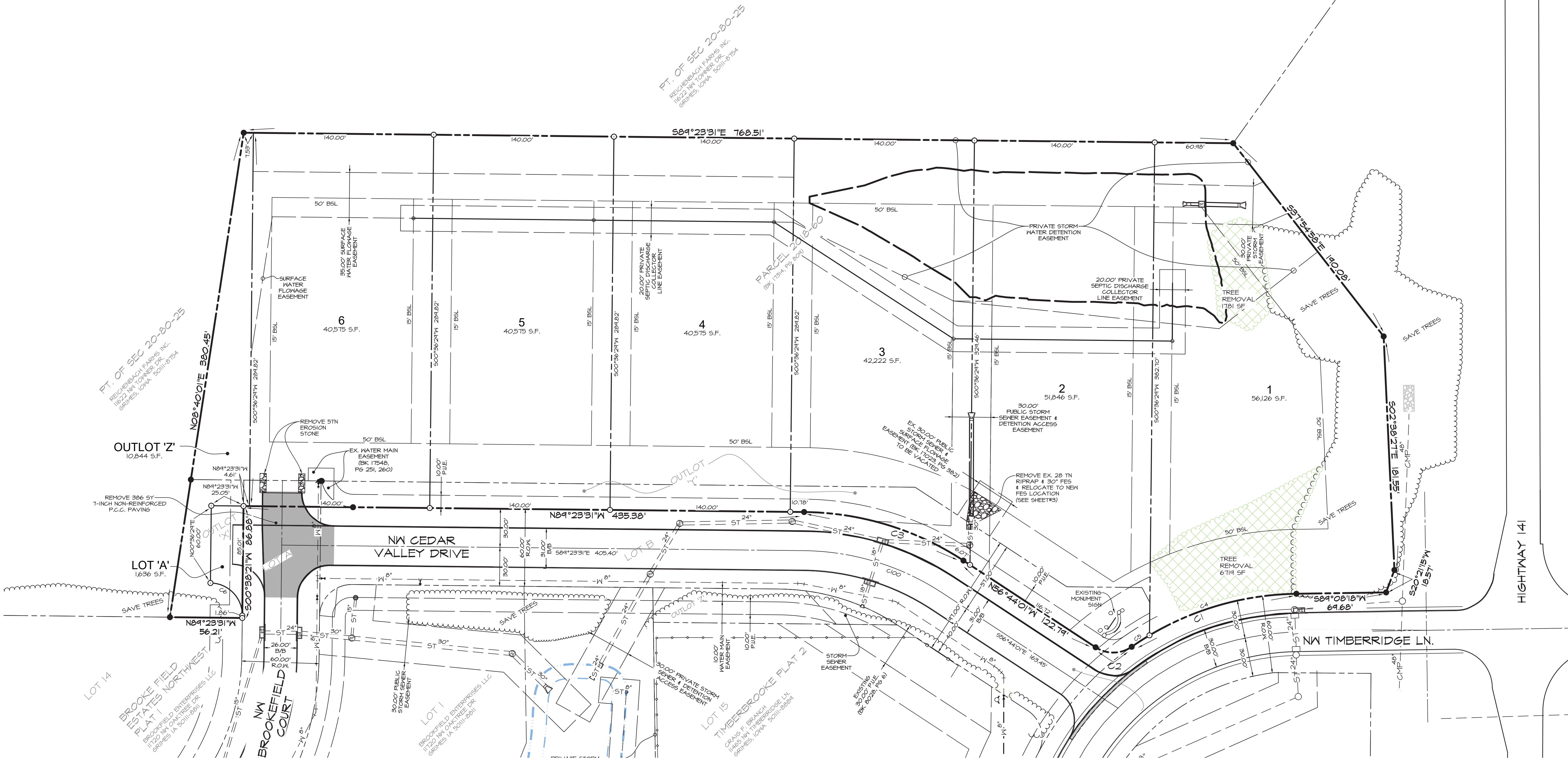


GENERAL LEGEND	
PROPOSED	EXISTING
PLAT BOUNDARY	LOT LINE
SECTION LINE	SANITARY/STORM MANHOLE
LOT LINE	WATER VALVE
CENTERLINE	FIRE HYDRANT
EASEMENT LINE	STORM SEWER SINGLE INTAKE
FLARED END SECTION	STORM SEWER DOUBLE INTAKE
DRAIN BASIN OR SEDIMENT RISER	STORM SEWER ROUND INTAKE
DRAIN BASIN WITH SOLID GRATE	FLARED END SECTION
WATER VALVE	DECIDUOUS TREE
FIRE HYDRANT ASSEMBLY	CONIFEROUS TREE
BLOW-OFF HYDRANT	SHRUB
SCOUR STOP MAT	POWER POLE
TURF REINFORCEMENT MAT	STREET LIGHT
STORM SEWER WITH SIZE	GUY ANCHOR
WATER MAIN WITH SIZE	ELECTRIC TRANSFORMER
WATER SERVICE	GAS METER
PROPOSED CONTOUR	TELEPHONE RISER
SILT FENCE	SIGN
ADDRESS	UNDERGROUND TELEVISION
RIPRAP	UNDERGROUND ELECTRIC
FILTER SOCK & INTAKE BASKET	UNDERGROUND GAS
SEDIMENT TRAP	UNDERGROUND FIBER OPTIC
TREE REMOVAL AREA	UNDERGROUND TELEPHONE
	OVERHEAD ELECTRIC
	SANITARY SEWER WITH SIZE
	STORM SEWER WITH SIZE
	WATER MAIN WITH SIZE
	EXISTING CONTOUR
	TREELINE
	B.S.L.
	P.U.E.
	M.O.E.
	M.B.E.
	BUILDING SETBACK LINE
	PUBLIC UTILITY EASEMENT
	MINIMUM OPENING ELEVATION
	MINIMUM BASEMENT ELEVATION

CERTIFICATIONS

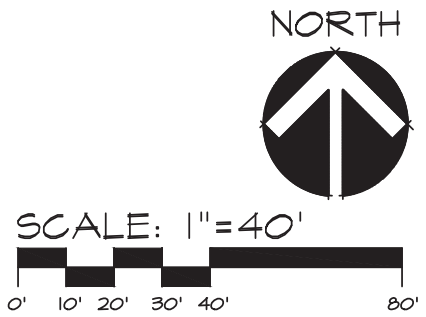
	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. MELISSA M. HILLS, IOWA REG. NO. 16023 DATE MY LICENSE RENEWAL DATE 15 DECEMBER 31, 2021 PAGES OR SHEETS COVERED BY THIS SEAL: _____
	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE 15 DECEMBER 31, 2020 PAGES OR SHEETS COVERED BY THIS SEAL: _____

PLOT BY: CARL MCCANN AND EXPAND D (34.00 X 22.00 INCHES) 2020-02-07 11: AUTOCAD PDF (GENERAL DOCUMENTATION) P23 3-A-FILES-A-H000V425 L3D Drawings\Plot02 DEMO 4 GEO.dwg



CENTERLINE CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C100	32°34'36"	141.48'	113.44'	58.54'	112.46'	S73°03'43"E

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	24°52'04"	230.00'	114.90'	61.35'	118.55'	N74°12'14"E
C2	68°05'55"	25.00'	24.71'	16.84'	28.00'	S84°13'02"W
C3	32°34'30"	230.00'	131.10'	67.38'	124.33'	N73°03'46"W
C4	24°52'04"	230.00'	114.90'	61.35'	118.55'	N74°12'14"E
C5	4°06'05"	230.00'	16.46'	8.24'	16.46'	N57°13'07"E



Civil Engineering Consultants, Inc.

CEC

2400 86th Street, Unit 12 • Des Moines, Iowa 50322
515.276.4884 • Fax: 515.276.7084 • mail@cecinc.com

02/07/2020
01/23/2020

DATE

08/24/2018
MMH

DATE OF SURVEY

08/24/2018
MMH

DESIGNED BY

CM

DRAWN BY

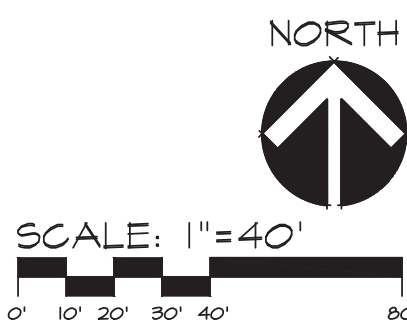
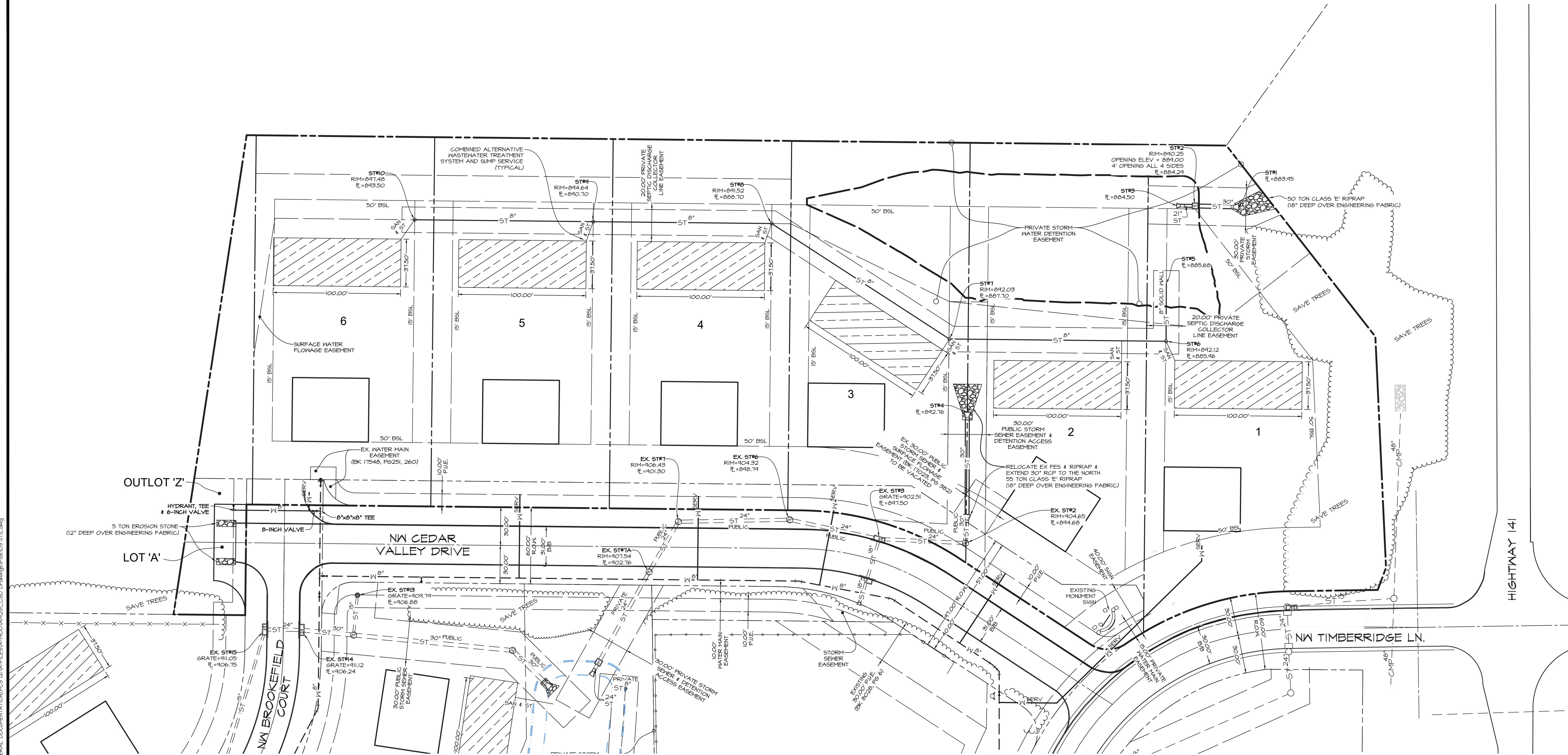
BROOKE FIELD ESTATES NORTHWEST PLAT 2

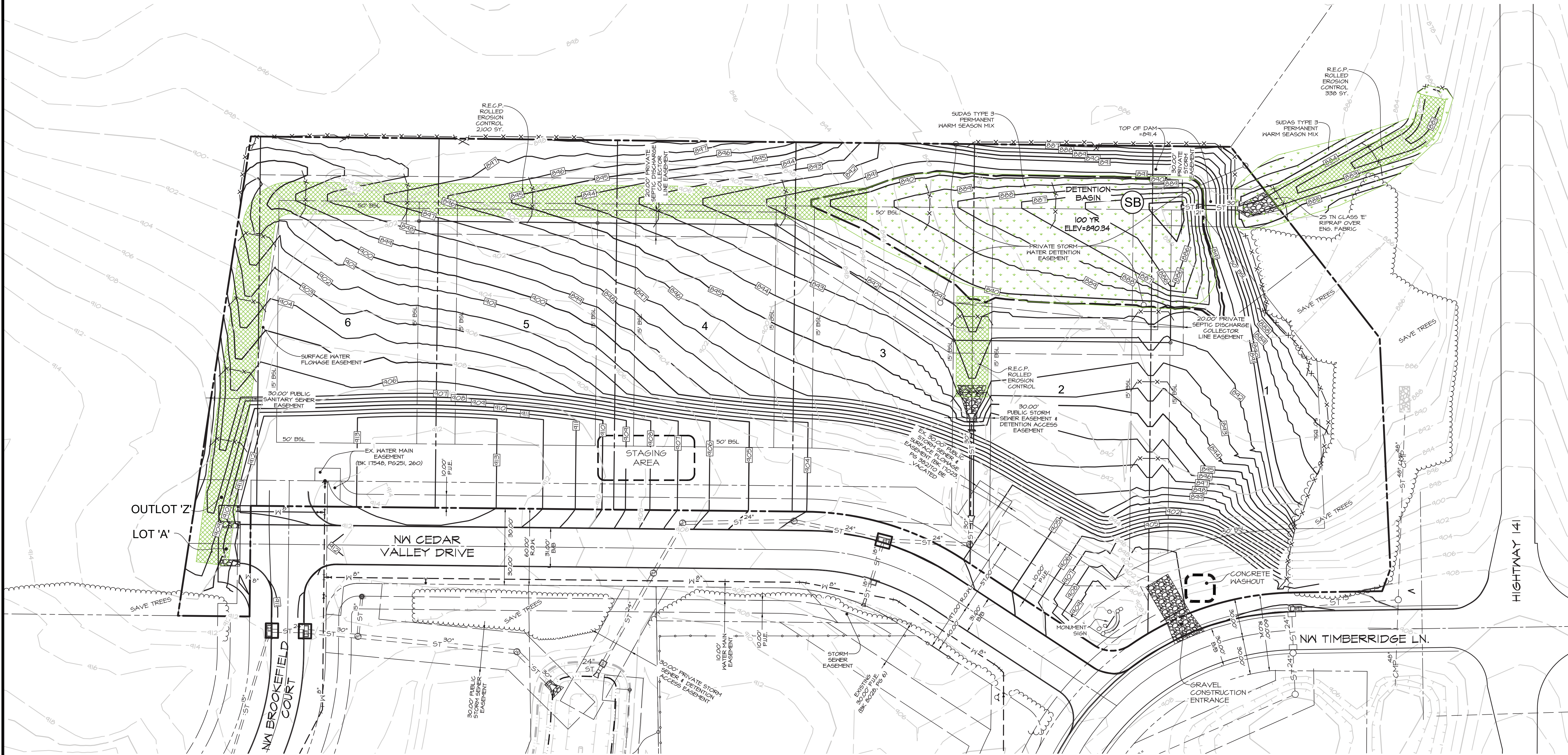
POLK COUNTY, IOWA

DEMOLITION & GEOMETRIC PLAN

SHEET 2 OF 4

A-1925





A-1925

GRADING PLAN

DATE:	02/01/2020
	01/23/2020
DATE OF SURVEY:	08/29/2019
DESIGNED BY:	MMH
DRAWN BY:	CM

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 • Des Moines, Iowa 50322
515.276.4884 • Fax: 515.276.7084 • mail@ceclac.com



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of May 26, 2020

AGENDA HEADING:

Public Hearing and Action on Resolution 05-0220 FY20 Budget Amendment

SYNOPSIS:

Due to SRF loans for the water tower, the 16" water main, and the Jordan well that were issued after the adoption of the FY20 budget, we are amending the current budget to make principal and interest payments on those loans. We have additional expenditures for the proposed library, the water treatment plant and the Trailridge drainage projects that will be compensated through the proposed 2020 GO loan debt proceeds and an additional SRF loan issued previously this fiscal year. We have some additional expense in the Library wages/benefits due to the approved compensation study and additional Fire Department expense for mandatory OT and GEMT expense.

FISCAL IMPACT:

\$6,418,961 in additional expense compensated with utility receipts and debt proceeds.

PREVIOUS COUNCIL ACTION(S):

Council approved the FY20 Budget on March 12, 2019

STAFF/COMMITTEE RECOMMENDATION:

Staff recommends approval

77-719

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2020 - AMENDMENT #1

To the Auditor of POLK & DALLAS County, Iowa:

The City Council of Grimes in said County/Counties met on 5/26/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 05-0220

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020

(AS AMENDED LAST ON N/A.)

Be It Resolved by the Council of the City of Grimes

Section 1. Following notice published 5/14/2020

and the public hearing held, 5/26/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	10,620,675	0	10,620,675
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	10,620,675	0	10,620,675
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,158,592	0	2,158,592
Other City Taxes	6	386,174	239,000	625,174
Licenses & Permits	7	748,900	0	748,900
Use of Money and Property	8	98,353	61,000	159,353
Intergovernmental	9	7,493,902	-263,667	7,230,235
Charges for Services	10	7,510,600	426,000	7,936,600
Special Assessments	11	100,000	0	100,000
Miscellaneous	12	3,788,302	36,000	3,824,302
Other Financing Sources	13	15,813,000	10,532,750	26,345,750
Transfers In	14	3,857,739	5,432,897	9,290,636
Total Revenues and Other Sources	15	52,576,237	16,463,980	69,040,217
Expenditures & Other Financing Uses				
Public Safety	16	5,176,882	200,000	5,376,882
Public Works	17	2,911,070	0	2,911,070
Health and Social Services	18	50,000	0	50,000
Culture and Recreation	19	2,173,177	77,209	2,250,386
Community and Economic Development	20	1,935,992	13,000	1,948,992
General Government	21	1,555,260	-13,000	1,542,260
Debt Service	22	3,590,844	0	3,590,844
Capital Projects	23	31,335,000	5,714,252	37,049,252
Total Government Activities Expenditures	24	48,728,225	5,991,461	54,719,686
Business Type / Enterprises	25	6,223,395	427,500	6,650,895
Total Gov Activities & Business Expenditures	26	54,951,620	6,418,961	61,370,581
Transfers Out	27	3,857,739	5,432,897	9,290,636
Total Expenditures/Transfers Out	28	58,809,359	11,851,858	70,661,217
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-6,233,122	4,612,122	-1,621,000
Beginning Fund Balance July 1	30	32,149,768	1,276,563	33,426,331
Ending Fund Balance June 30	31	25,916,646	5,888,685	31,805,331

Passed this

26th
(Day)

day of

May, 2020
(Month/Year)

Marcia Woodke

Signature

City Clerk/Finance Officer

Signature
Mayor

RESOLUTION GRANTING AUTHORITY TO MAYOR TO ENTER INTO 28E SALT
STORAGE FACILITY AGREEMENT

Grimes Resolution No. 05-1620

WHEREAS, the City of Grimes has shared expenses and utilization of a road salt storage facility for a number of years with other local municipalities under a 28E Agreement;

WHEREAS, the agreement promotes cost sharing and results in less public revenue expenditures for the City;

WHEREAS, a new 28E Agreement has been proposed to replace the existing agreement due to changes in the number and needs of the member organizations;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Mayor is authorized to execute the 28E Agreement for Operation and Maintenance of the Metropolitan Salt Storage Facility (attached as Exhibit A).

Passed by the City Council of the City of Grimes, Iowa, by of vote of ___ to ___ the ___ day of _____, 2020, and approved this _____ day of _____, 2020.

Scott Mikkelsen, Mayor

Attested:

Rochelle Williams, City Clerk

Legal Review from Tom Henderson

Dear Rochelle,

At your request, I reviewed the 28E Agreement regarding storage of road salt. I had reviewed the first draft, and recommended a change which was included in the new agreement.

It is my understanding that this a new 28E regarding salt storage, but that Grimes has had a similar salt storage arrangement in the past with different cities. As a result, you should have experience with the shared expenses and management by a member city, in this case Urbandale. In addition, this contract provides that if Grimes withdraws from the agreement, Grimes loses its financial interest in the 28E building and assets.

I would be happy to discuss the details, but I would recommend the following:

1. The Agreement provides that notices be sent to the Public Works Director. Please ask to have the notices sent to the City Clerk.
2. The Agreement specifies rules for city operators when entering and leaving the facility. I have summarized those on the attached sheet. Hopefully, Urbandale will provide those rules in written form to member cities as well. Please share these with the Grimes Public Works Director.

Please let me know if you wish to discuss this Agreement, and if you want me to draft a resolution authorizing acceptance of the Agreement.

Yours truly,
Tom Henderson

28E AGREEMENT FOR OPERATION AND MAINTENANCE OF THE
METROPOLITAN SALT STORAGE FACILITY BY AND BETWEEN THE CITIES
OF URBANDALE, JOHNSTON, CLIVE,
WINDSOR HEIGHTS, WAUKEE, GRIMES AND PLEASANT HILL

The purpose of this 28E Agreement entered into by and between the Urbandale, Johnston, Clive, Windsor Heights, Waukee, Grimes and Pleasant Hill (hereinafter referred to collectively as "the Cities" or individually as "City"), all municipal corporations, is to revise the terms and conditions for the operation and maintenance of the Metropolitan Salt Storage Facility.

WHEREAS, the Cities own, operate and maintain the Metropolitan Salt Storage Facility within the City of Grimes on property owned by the Metropolitan Waste Authority (MWA) under the terms of a previously approved Lease Purchase Agreement (hereinafter referred to as the "MWA Agreement"); and

WHEREAS, the Cities originally entered into a 28E Agreement in 2008 for the operation and maintenance of the Metropolitan Salt Storage Facility and extended the Agreement in 2014; and

WHEREAS, the Cities desire to revise the previous Agreement for the Operation and Maintenance of the Facility.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions

The following words and phrases, wherever used in the Agreement, shall, for the purpose of this Agreement, have the following meanings:

- A. Allocated Salt Storage Capacity means the tonnage capacity reserved to each City in the Facility expressed as set forth below:

Urbandale	3,456 tons
Johnston	960 tons
Clive	1920 tons
Windsor Heights	1152 tons
Waukee	2112 tons
Grimes	1440 tons
Pleasant Hill	<u>960 tons</u>
	12,000 tons

- B. Leased Premises means the property legally described on Exhibit "A" on which the Metropolitan Salt Storage Facility is located.

- C. Metropolitan Salt Storage Facility, also referred to as the “Facility”, means the 12,000 ton capacity building, conveyor, paving, storm water improvements and other associated improvements constructed under the MWA Agreement.
- D. Building means the 12,000 ton capacity building and the conveyor.
- E. Improvements mean all other improvements to the site with the exception of the Building and conveyor.
- F. MWA means the Metro Waste Authority located generally at 300 East Locust Street, Des Moines, Iowa 50309.
- G. Salt means sodium chloride that is used by the Cities in treating and deicing streets.
- H. Salt Storage Inventory means that amount of Salt currently in storage for a particular agency.

Section 1.02 Cross References and Paragraph Headings

References in the text of the Agreement to articles, sections, or exhibits of this Agreement, unless otherwise specified, are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 1.03 Identification of Exhibits

The following Exhibits are hereby incorporated and made a part of this Agreement as follows:

Exhibit “A” - Leased Premises

ARTICLE 2 CHAPTER 28E PROVISIONS

Section 2.01 Chapter 28E Powers

Pursuant to Chapter 28E of the 2020 Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to define the operation and maintenance of the Metropolitan Salt Storage Facility located on the Leased Premises from MWA shown on Exhibit “A”.

Section 2.02 Effective Date

The Parties agree that this Agreement shall be effective upon its approval and execution by all Parties and its recording with the Secretary of State.

Section 2.03 Administrator

The Parties hereby agree that the Urbandale Director of Engineering and Public Works shall be designated administrator of this Agreement.

Section 2.04 Originals

This Agreement shall have 8 (eight) originals and shall be effective upon its execution by all Parties.

ARTICLE 3 TERM OF AGREEMENT

This Agreement shall commence upon approval and execution by all parties (hereinafter the "Effective Date"), and shall continue to June 30, 2028. If the MWA terminates the MWA Agreement, this Agreement shall terminate upon all Parties having discharged their respective obligations hereunder.

ARTICLE 4 INSURANCE AND DAMAGE

Each City is responsible for paying for repair of all damages to the Facility if caused by that City, its officers, employees, subcontractors or others working on behalf of that City and those it brings onto the Facility. In the event the Facility is damaged, the Urbandale Director of Engineering and Public Works shall affect the needed repairs and the City responsible for the damage shall be responsible for paying for such repairs in an amount up to, but not to exceed, the deductible of the property insurance policy covering the Building. If the damage renders any of the contents ineffective or unusable, the Urbandale Director of Engineering and Public Works shall replace such contents and the City responsible for that loss or damage shall be responsible for paying for the replaced contents in an amount up to, but not to exceed the deductible of the property insurance policy covering the Building.

ARTICLE 5 MAINTENANCE AND OPERATION

The Cities are obligated pursuant to the MWA Agreement to maintain the Facility and Leased Premises in accordance with the obligations of the MWA Agreement. Those obligations are as follows:

- Mowing of the Leased Premises.
- Sweeping of paved areas.
- Patching of paved areas.
- Snow removal on paved areas.
- Repair and maintenance of the buildings.

The Urbandale Director of Engineering and Public Works shall be responsible for assigning responsibilities to each City on an equitable basis for the above required maintenance. Any maintenance that is necessary and requires outside forces shall be accomplished by the Urbandale Director of Engineering and Public Works pursuant to applicable law and shall be allocated to the Cities pursuant to each Cities proportionate share of Allocated Salt Storage Capacity in the Facility. The Urbandale Director of Engineering and Public Works shall invoice the Cities for their proportionate share of the cost of such maintenance and repair. Cities shall pay such invoice within thirty days of receipt of said invoice.

ARTICLE 6
FEES AND CHARGES

Section 6.01 Insurance Fees

The Cities shall be responsible for insuring the Facility, under their exclusive control, for the full replacement cost, including insurance covering the contents. The cost of insuring the Facility shall be allocated between the Cities on the following percentage:

Urbandale	29%
Johnston	8%
Clive	16%
Windsor Heights	9.5%
Waukee	17.5%
Grimes	12%
<u>Pleasant Hill</u>	<u>8%</u>
Total	100%

The Urbandale Director of Engineering and Public Works shall secure and bill the Cities for the Cost of insurance for full replacement value of the Facility and content insurance.

Section 6.02 Maintenance Fees

The Cities acknowledge and agree that there may be maintenance or repair that may need to be done and charged to the Cities. Each City is responsible only for its proportionate share of the maintenance costs.

- A. Each City shall pay a Maintenance Fee of one (\$1.00) per ton of each City's capacity storage in the Facility each remaining year of the Agreement. Said Maintenance Fee shall be placed in a Maintenance account by the Urbandale Director of Engineering and Public Works. The Maintenance Fee shall be used by the Urbandale Director of Engineering and Public Works to repair and maintain the Facility in accordance with the MWA Agreement and so that the Facility remains operational and useable by the Cities.
- B. Maintenance Fees Remaining in the Account at Termination of this Agreement. Any and all Maintenance Fees remaining in the escrow account at the termination of this Agreement shall be returned to the remaining Cities based upon their proportionate share of Allocated Salt Storage Capacity.
- C. Maintenance Fees Remaining if a City Withdrawals from the Agreement. If a City withdrawals from the Agreement pursuant to Article 11 herein, it shall forfeit any Maintenance Fees paid into the Maintenance Fee Account.

ARTICLE 7
ACCOUNTING FOR SALT ALLOCATION

Section 7.01 Delivery or Pick up of Salt from Facility

The delivery and pick up of Salt from the Facility shall be accomplished as provided in this Agreement.

A. Accounting of Deliveries of Salt to the Facility

The Urbandale Director of Engineering and Public Works shall receive all deliveries of Salt for the Facility. All deliveries shall be accompanied by a Certified Scale Ticket.

B. Accounting of Loading from Salt from the Facility

- (1) Each City shall be responsible for weighing the truck carrying any Salt that City unloads from the Facility utilizing MWA scales. MWA will provide the Urbandale Director of Engineering and Public Works all weight tickets.
- (2) During winter operation of the Cities, the Urbandale Director of Engineering and Public Works shall send out weekly reports electronically to the Cities regarding the loading or unloading that occurred to their Salt Storage Inventory.

ARTICLE 8
OPERATIONAL AND GENERAL SAFETY PROVISIONS

Section 8.01 Prohibition on Exceeding or Removing Allocated Salt Storage Capacity

No City shall cause or allow Salt to be delivered to the Facility that causes that City to exceed its Allocated Salt Storage Capacity at any one time. No City shall remove or cause to be removed from the Facility an amount of Salt that exceeds the Salt Storage Inventory of that City.

Section 8.02 Operational Requirements.

All Cities shall require their employees, contractors, subcontractors and those working on their behalf to:

- (1) Cause all trucks delivering or loading Salt shall back into the Buildings for delivery and loading.
- (2) Ensure that all truck unloading systems be closed before leaving the Buildings.
- (3) Sweep back into the Buildings any Salt spilled outside the Buildings after loading and unloading of the Facility.
- (4) Not cause, allow or permit any Salt to be pushed up against or over the concrete walls of Buildings, the cover or foundation of the Buildings.

- (5) Cause the Buildings to be locked and secured before leaving the Facility.

ARTICLE 9 REMOVAL OF THE BUILDINGS

The Cities agree that the 12,000 ton capacity storage building is owned in the following proportionate shares:

Urbandale	29%
Johnston	8%
Clive	16%
Windsor Heights	9.5%
Waukee	17.5%
Grimes	12%
<u>Pleasant Hill</u>	<u>8%</u>
Total	100%

The Cities shall have the right and obligation to remove the Building at the termination of the MWA Agreement. The Building Cities shall remove the Building in accordance and compliance with the MWA Agreement. The Urbandale Director of Engineering and Public Works shall coordinate the removal or disposal of the Building at the termination of the MWA Agreement. If the Building Cities are unable to find an alternative location to move the Building, the Building will be sold and the proceeds divided among the Building Cities on the basis of their proportionate share in the Building as set forth above. If a Building City withdraws from the Agreement pursuant to Article 11 herein, it shall forfeit its proportionate share of any sale proceeds. If no buyer can be found for the Building, the Urbandale Director of Engineering and Public Works shall cause the removal and disposal of the Building and the costs of such removal and disposal shall be paid by the Building Cities based upon their proportionate share in the Building as set forth above. If the MWA Agreement is extended and any City withdraws during the Renewal Term, the proportionate share of the Building Cities shall be reallocated pursuant to Article 11.

ARTICLE 10 INDEMNIFICATION

Section 10.01 Indemnification Requirements

No party to this Agreement shall, by reason of this Agreement, be obligated to defend, hold harmless or indemnify any other party to this Agreement from any liability to third-parties; or from and against any liability, loss, damage, claim or lawsuit asserted against any or all parties to this Agreement, that arises out of or is in any way connected with this Agreement.

Section 10.02 Mutual Waiver of Subrogation

Except for and to the extent that Article 4 of this Agreement obligates each party to this Agreement to pay for damage to property, each party to this Agreement agrees to the following mutual waiver of subrogation. To the extent permitted by law, each party to this Agreement hereby releases all other parties to this Agreement, including all elected and appointed officials, agents, employees and volunteers and other working on behalf of any party to this Agreement, from and against any and all liability or responsibility to all other parties to this Agreement or anyone claiming through or under any party to this Agreement by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, and any loss due to liability or occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage arising out of and occurring during the time of this Agreement.

ARTICLE 11 RESTRICTION ON WITHDRAWAL BY CITIES

If one of Cities desires to withdrawal or terminate its obligations under this Agreement, it shall be deemed to have forfeited all right, title, ownership and interest in the Facility and shall have no further interest or responsibility under this Agreement. The City withdrawing shall have no further right to store Salt in the Building and shall have no further right to use the Facility. The ownership interest in the Building of the City withdrawing shall revert to the remaining Cities and shall be divided between the remaining Cities based upon their proportionate share of Allocated Salt Storage Capacity. The costs and fees of this Agreement shall then be reallocated between the remaining Cities as set forth by written notice by the Urbandale Director of Engineering and Public Works.

ARTICLE 12 AUDIT

Any of the Cities may, by notice in writing, request access to the City of Urbandale's records for purposes of conducting an independent audit of the costs and expenses included in the Maintenance Fees and charges paid by the Cities to Urbandale. Such notice shall identify the records sought for audit. The City of Urbandale will provide access to the records within thirty days after receipt of the audit request. Such audit will be conducted by a certified public accounting firm retained by the Party requesting the audit and will be at that Party's expense. Upon receipt of its audit, if the Party having requested and paid for the audit takes exception to or objects to the manner in which the City of Urbandale carries out its fiduciary responsibilities under this Agreement, the Party having requested the audit shall provide a copy of the audit and its exception or objections to the City of Urbandale and all other Parties to this Agreement. In the event that the exception(s) taken or objection(s) raised by the Party having requested the audit, or by any other Party to this Agreement after having received a copy of the audit, results in a dispute with the City of Urbandale, all Parties to this Agreement agree that any such dispute shall be subject to and shall be resolved through binding arbitration as provided for in Article 13 herein.

ARTICLE 13
USE OF EXCESS STORAGE CAPACITY

In the event there is excess capacity in the building, the Cities may agree to allow outside public entities to store salt in the facility. The rate must be agreed upon by the Cities. The outside entities would be permitted to store salt in the Building on a first come first serve basis. Permission to store salt in the Building is not guaranteed to any duration of time. That entity can be ordered to remove salt from the Building at any time. Said proceeds shall be placed in the Maintenance account by the Urbandale Director of Engineering and Public Works.

If an individual City has excess capacity, they are free to allow outside public entities to use their capacity and a rate they determine. No private companies will be allowed to utilize the facility.

ARTICLE 14
GENERAL PROVISIONS

Section 14.01 Notices and Invoices

All notices which the Parties are authorized or required to give one another pursuant to this Agreement, and all invoices, shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices or invoice shall be deemed to be received by the Party to who directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Public Works Director
City of Urbandale
3600 86th Street
Urbandale, IA 50322

Public Works Director
City of Johnston
6221 Merle Hay Road
P.O. Box 410
Johnston, IA 50131

Public Works Director
City of Clive
1900 NW 114th Street
Clive, IA 50325-77077

Public Works Director
City of Windsor Heights
1133 66th Street
Windsor Heights, IA 50311

Public Works Director
City of Waukee
805 University Ave.
Waukee, IA 50263

Public Works Director
City of Grimes
101 N Harvey Street
Grimes, IA 50111

Public Works Director
City of Pleasant Hill
5160 Maple Drive
Pleasant Hill, IA 50327

Section 14.02 Amendment of Agreement

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

Section 14.03 Assignment of Agreement

No Party may assign this Agreement to a third party.

Section 14.04 No Third Party Beneficiaries

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

Section 14.05 Severability

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

Section 14.06 Governing Law; Jurisdiction

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

Section 14.07 Entire Agreement and Cities

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

Section 14.08 Execution of Agreement

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

Each City approving this Agreement shall execute the separate signature pages provided for it, and the parties hereto authorize the City Clerk of the Urbandale to assemble the signature pages and append same to copies of this Agreement, to file the Agreement with the Secretary of State.

URBANDALE, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

JOHNSTON, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

CLIVE, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

WINDSOR HEIGHTS, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

WAUKEE, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____

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

Notary Public in and for the State of Iowa

GRIMES, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

PLEASANT HILL, IOWA

By _____

Attest:

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the _____; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. _____ passed) (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the ____ day of _____, 2008, and that _____ and _____ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

RULES FOR USING 28E SALT STORAGE FACILITY

All Cities shall require their employees, contractors, subcontractors and those working on their behalf to:

- (1) Cause all trucks delivering or loading Salt shall back into the Buildings for delivery and loading.
- (2) Ensure that all truck unloading systems be closed before leaving the Buildings.
- (3) Sweep back into the Buildings any Salt spilled outside the Buildings after loading and unloading of the Facility.
- (4) Not cause, allow or permit any Salt to be pushed up against or over the concrete walls of Buildings, the cover or foundation of the Buildings.
- (5) Cause the Buildings to be locked and secured before leaving the Facility.

Before leaving the Metro Waste Authority (WMA) property, each City shall be responsible for weighing the truck carrying any Salt that City unloads from the Facility utilizing MWA scales. MWA will provide the Urbandale Director of Engineering and Public Works all weight tickets.

MINUTES TO SET DATE FOR SALE OF
BONDS, AND AUTHORIZE OFFICIAL
STATEMENT FOR BONDS

419952-74

Grimes, Iowa

May 26, 2020

The City Council of the City of Grimes, Iowa, met on May 26, 2020, at 5:30 o'clock p.m. at the Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa.

The City Council met electronically via electronic Zoom meeting, which was accessible at the following:

Join Zoom Meeting

<https://zoom.us/j/93707894867>

The City Council is conducting this meeting electronically due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

• • • •

At the conclusion of the meeting and, upon motion and vote, the City Council adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO. 05-1220

Resolution setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2020A and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, heretofore proposed to enter into a General Obligation Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$6,830,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, storm water drainage and sidewalk improvements; (2) acquiring and installing street lighting, signage and signalization improvements; (3) undertaking improvements to existing municipal parks; (4) acquiring an ambulance; and (5) acquiring vehicles and equipment for the municipal public works department, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on March 10, 2020; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement #1”) and to borrow money thereunder in a principal amount not to exceed \$210,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring land to serve as the site of a future fire protection facility or other municipal structure, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 10, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #1 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement #2”) and to borrow money thereunder in a principal amount not to exceed \$700,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of land acquisition and development of new municipal parks, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 10, 2020, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a General Obligation Loan Agreement (the “Urban Renewal Loan Agreement” and together with the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, and the General Purpose Loan Agreement #2, the “Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$1,070,000 pursuant to the provisions of Section 384.24A and Section 384.24(3)(q) of the Code of Iowa for the purpose of paying the cost, to that extent, of undertaking the Municipal Library Project, an authorized urban renewal project in the Grimes Urban Renewal Area, consisting of the construction of a new building to serve as the Municipal Library (this purpose, together with the purposes set forth in the preceding paragraphs above shall collectively hereinafter be referred to as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 10,

2020, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City has combined the Loan Agreements into a single loan agreement (the “Loan Agreement”) pursuant to Section 384.28 of the Code of Iowa; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors, LLC, as municipal financial advisor (the “Financial Advisor”) to the City; and

WHEREAS, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City Clerk, City Administrator and the Finance Director are hereby authorized to take such action as shall be deemed necessary and appropriate, with the Financial Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Financial Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Financial Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the City Clerk, City Administrator and the Finance Director are hereby authorized and directed to cause the execution of a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. CDT on June 9, 2020, at the office of the City Finance Director, at City Hall, in the City, or at the office of the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The City Council shall meet on the same date at 5:30 p.m., at City Hall, 101 N.E. Harvey Street, Grimes, Iowa 50111, Grimes, Iowa, for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Financial Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the “Terms of Offering” attached to the P.O.S. and to be in such form as the Financial Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY[®], and hereby finds and determines that the PARITY[®] competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 26, 2020.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE:

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to the fixing of a date for the sale of General Obligation Corporate Purpose Bonds, Series 2020A and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2020.

City Clerk Rochelle Williams

May 19, 2020

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2020A
Our File No. 419952-74

Dear Rochelle:

We have prepared and attach the necessary proceedings reflecting action to be taken at the May 26, 2020 meeting to set June 9, 2020 as the date for the sale of General Obligation Corporate Purpose Bonds, Series 2020A and to authorize the use of a preliminary official statement (the "P.O.S.") in connection therewith.

The proceedings attached include the following items:

1. Minutes of the meeting, followed by the resolution providing for the authorization of the P.O.S., setting the date for the sale of the Bonds, and authorizing distribution of a Notice of Sale.
2. Attestation Certificate with respect to the validity of the transcript.

Prior to the adoption of the resolution, you, the City Administrator, the Finance Director and the City Council should review the proposed P.O.S., which PFM Financial Advisors, LLC is preparing, carefully for accuracy and to ensure that there are no important facts being left out of the document that might bear on potential risks to bond holders. It should be noted that, while we will review and comment on the portions of the document that are pertinent to our role as bond counsel, we have not been engaged as disclosure counsel, and we will not engage in a full due diligence process to investigate the accuracy of financial data or any bond holder risks that are unknown to us, nor will we be providing any legal opinions with respect to the documents offering the Bonds for sale. **We are available to do this additional work as the City's disclosure counsel if requested.**

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Amy Bjork, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
Susanne Gerlach

**AGREEMENT BETWEEN THE CITY OF GRIMES, IOWA AND THE CITY OF
JOHNSTON, IOWA FOR THE SHARING OF ADMINISTRATIVE RESOURCES AND
EQUIPMENT SUPPORTING FIRE AND EMERGENCY MEDICAL SERVICES (EMS)**
(April 28, 2020)

This Agreement is made and entered into on this ____ day of _____, 2020, by and between the City of Grimes, Polk County and Dallas County, Iowa (“Grimes”), and the City of Johnston, Polk County, Iowa (“Johnston”), pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to commitments upon approval of the governing bodies of each community.

WHEREAS, Grimes and Johnston provide fire and Emergency Medical Services (EMS) services through the fire department for their respective community; and,

WHEREAS, the communities of Grimes and Johnston are experiencing significant growth and the demands for fire and EMS services has increased significantly; and,

WHEREAS, the call volume for fire and EMS services has increased due to the growth in population and business expansion in both communities. In order to meet the demand for services, and to provide coverage 24 hours a day, seven days a week, each community must rely on a combination of full time and paid on-call personnel; and,

WHEREAS, in 2013 Johnston constructed and placed into operation a new fire station at 10225 NW 62nd Avenue. The primary service area for the fire station includes the western portion of Johnston and the eastern portion of Grimes and both communities have committed to provide staff and share in the cost to operate the station; and,

WHEREAS, Grimes and Johnston desire to work together to improve fire and EMS in each community and improve the efficiency of each department by sharing administrative resources, staff and equipment; and,

WHEREAS, the joint venture is known as the Johnston-Grimes Metropolitan Fire Department (JGMFD); and,

WHEREAS, Grimes and Johnston desire to increase the level of coordination and cooperation between the fire and EMS departments and progress toward more consolidation in the operation of the departments.

WHEREAS, by approving this agreement Grimes and Johnston support increasing the level of coordination and cooperation for operating and financing the departments,

NOW THEREFORE, the cities of Grimes and Johnston agree as follows:

I. PURPOSE

The purpose of this Agreement is to facilitate the sharing of administrative resources, staff and equipment to support the provision of fire and EMS services for Grimes and Johnston for the protection of life and property. This Agreement will increase the level of coordination and cooperation of the fire departments and is not intended to establish a separate legal entity.

II. DEFINITIONS

1. **Administrative City.** The larger of the two cities (based on population) on the date this 28E agreement is executed, will be known as the Administrative City, which for purposes of this agreement is Johnston.
2. **Calls for Service.** The fire and EMS calls responded to within the service area of each city.
3. **Capital Expenditures.** Equipment purchases in excess of \$2,500 or purchases that are above and beyond what is included in the operating budget.
4. **Emergency Medical Services (EMS).** Responding to a medical emergency and/or transporting a patient to the hospital.
5. **Fiscal Year.** The annual operating budget begins on July 1 of each year and runs through June 30 the following year.
6. **Funding Formula.** A formula used to determine the cost share for certain administrative positions, staff, equipment, and operations. The calculation of the funding formula includes four factors: (1) 100% valuation of each city (as determined by the Polk County & Dallas Assessors and used for the budget of the current fiscal year); (2) square miles of area served by each department as of June 30 of the current calendar year, townships served by the fire departments are not included in the calculation of square miles served; (3) the population of each city as determined by the latest U.S. Census Bureau data published by June 30 of each year (the population can from a decennial census or a special census); and (4) the number of calls for service provided to each city in the previous fiscal year that ended June 30. The formula shall be calculated by October 30 of each year and reviewed by the Fire Board. The Fire Board will recommend the formula to each City Council. The City Council will adopt the funding formula by resolution. The formula will be used for budgetary purposes the following fiscal year. See Appendix "A"
7. **Infrastructure Value.** An accounting of the value of each existing building, capital item and operating equipment that is used for the purpose of providing fire and EMS service with a value in excess of \$2,500.
8. **Operating Costs.** The total of all personnel and operating expense of JGMFD. This does not include any outstanding debt obligations of either city that exists at the time this agreement is executed.

9. **Partnering City.** The smaller of the two cities (based on population) on the date this 28E agreement is executed will be known as the Partnering City, which for purposes of this agreement is Grimes.
10. **Revenue.** All funds, other than property taxes, received from billing which includes fire district fees, ambulance billing, fire reports, etc.

III. FIRE BOARD

1. The Fire Board shall be an advisory board and shall make recommendations to the City Councils of each city. The Board shall be the visionary body for the Johnston-Grimes Metropolitan Fire Department and shall consist of eight (8) voting members and the Fire Chief (non-voting) or his/her designee. Each City shall have equal representation on the Fire Board. The Board shall consist of the Mayors of Grimes and Johnston and two City Council members of each City, appointed by the Mayors. The City Administrators from each community shall serve as voting members on the Board. In appointing representatives to the Board, the Mayors will strive to maintain gender balance. No employee of the Fire Departments may serve as a voting member of the Board. The City Administrators and Fire Chief shall ensure the actions of the Board are administered appropriately for their respective city.
2. The Board shall meet as many times as they determine are necessary, but no less than once per quarter. The Board may set regular meeting dates, times and locations.
3. Duties of the Board:
 - a. Review and make recommendations regarding job descriptions with administrative responsibilities for employees assigned to the JGMFD,
 - b. Review and make recommendations regarding the annual budget, budget amendments, capital purchases and infrastructure expenditure requested by the Fire Chief,
 - c. Review the capital and infrastructure needs of the departments including building expansions, future building locations, equipment needs, etc. and make recommendations to the City Councils,
 - d. Review the staffing needs and staffing plans for the department and make recommendations to the City Councils regarding funding for staffing,
 - e. Recommend a hiring process for the selection of a Fire Chief. The process will include equal representation from both cities. The Board will make a

recommendation to the City Council of the Administrative City regarding the preferred candidate,

- f. Review and make recommendations on all other matters as may be needed and as requested by the City Councils or City Administrators.
- g. Follow the rules as established by Iowa Code Chapter 21 (Open Meetings) and Chapter 22 (Open Records).

IV. OPERATIONS

1. The JGMFD shall operate out of the three (3) stations currently serving the district: stations 37, 38, and 39. All stations shall be considered stations to the whole of the district and shall respond accordingly to emergency and non-emergency calls for services without respect to city or township boundaries as set forth by the Fire Chief.
2. Employees of the JGMFD may be assigned throughout the district to meet the operational needs set forth by the Fire Chief. Station assignments may consider the preferences of the employees and be done through a process considering service needs and seniority.
3. The Fire Chief is an employee of the Administrative City and, shall serve at the pleasure of the City Council of the Administrative City. Both cities will have equal input in all personnel matters related to the Fire Chief, including participating in the annual performance review.
4. Additional positions may be created by the JGMFD, for example the Fire Marshall. The Fire Board will recommend which community has administrative authority over the position and the cost share for the wages and benefits of the employee hired for the position.

V. COVENANT FROM THE ADMINISTRATIVE CITY

The Administrative City shall provide all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella liability coverage for all its operations, including insurance coverage for damage to buildings and equipment. The Administrative City shall maintain its facilities, grounds and equipment. Any facility maintenance or grounds keeping not provided by the Administrative City shall be included in the operating budget.

VI. COVENANT FROM THE PARTNERING CITY

The Partnering City shall provide all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella

liability coverage for all its operations, including insurance coverage for damage to buildings and equipment. The Partnering City shall maintain its facilities, grounds and equipment. Any facility maintenance or grounds keeping not provided by the Partnering City shall be included in the operating budget.

The renovation of Station 37 or building a new station to accommodate the need for 24-hour staffing shall be the sole responsibility of the City of Grimes.

VII. ACCOUNTING OF BENEFITS

Residents and businesses of Grimes and Johnston benefit from this Agreement due to cost savings and efficiency in sharing services, staff and the administration of the fire departments compared to operating solely within jurisdictional boundaries. Joint staffing, maintenance of facilities and equipment, provision of administrative oversight, sharing of administrative officer positions, and joint purchasing and operations contribute to a more streamlined and cost-effective operation.

Taxpayers benefit from improved efficiency from joint response capability by both departments. Joint response provides for efficiency in the number of units and trained personnel responding to a call which has a positive impact on response times and level of care.

VIII. FINANCES

1. All operating costs, revenue and billing for services provided by the Johnston-Grimes Metropolitan Fire Department shall be administered through each respective City.
2. All existing personnel shall continue to be employed by their respective City; however, their work can be assigned to include all duties they are qualified for. All employees shall be compensated from their respective City in conformance with requirements of the Fair Labor Standards Act (FLSA).
3. The reimbursement for the services of the Fire Chief (wages and benefits) shall be based on the Funding Formula recommended by the Fire Board and adopted by the City Councils.
4. The Board will review proposals for hiring of new positions and make recommendations to the city councils. The recommendation shall include in which community the position will be employed and any cost share for each position.
5. The Board will review the administrative structure and Table of Organization of the fire department and recommend the structure and number of employees authorized for each staffing level.
6. A complete inventory of the infrastructure and equipment (items in excess of \$2,500 in value) shall be maintained by the department. Each City shall retain ownership of their existing infrastructure and equipment. The Fire Chief shall maintain an inventory of the

equipment and infrastructure owned by each city and jointly owned by JGMFD . The inventory shall be updated by June 30 each year and presented to the Board.

7. When equipment or infrastructure is needed for the JGMFD, it will be reviewed by the Board with a recommendation made to the City Councils. The review shall include how the purchase will be funded, ownership, maintenance responsibilities and cost share.
8. Station 38 will operate as a shared station. Grimes and Johnston will provide staff for the station and share in the expense to operate the station based on a 50/50 cost share. Items included in the operating expense include heat, electricity, vehicle fuel, phone/internet service, computer software and licensing, insurance and consumables (toilet paper, paper towels, laundry soap, etc.).
9. The Partnering City shall pay to the Administrative City its share of the expense for the services of the Fire Chief and Fire Marshall (wages and benefits) and the operating expense of station 38. 50% of the Partnering City's reimbursement shall occur on July 1 of each year and the remaining 50% on January 1 of each year.
10. In the event this agreement is terminated, each city shall be given five years to pay, to the other city, their respective depreciated balance of jointly purchased equipment or infrastructure.

~~11. Ambulance Equipment~~

~~To comply with the Iowa Department of Public Health requirements for ambulance billing, the Partnering City will deed over their ambulances and durable medical equipment such as cots and monitors to the Administrative City. The Administrative City will register the ambulances with the State showing ownership of them for billing purposes. The Department will operate under one state number and the Administrative City will collect and process all ambulance billing, including collections on delinquent accounts. The Administrative City will reimburse the Partnering City for their portion of the ambulance revenue on a monthly basis.~~

~~The Partnering City will budget for and replace equipment on a replacement cycle recommended by the Fire Chief and consistent with that of the Administrative City. The Administrative City will ensure that the ambulances deeded to them have adequate insurance to cover damage, replacement, and liability. The Partnering City will reimburse the Administrative City for the cost of insuring the ambulances. The Administrative City will list the equipment and durable medical equipment with their insurance company and ensure that they are covered for damage and destruction. The Partnering City will reimburse the Administrative City for insuring the heart monitor, cot and other durable medical equipment associated with the ambulances.~~

IX. FUTURE DEVELOPMENT OF A CONSOLIDATED FIRE DEPARTMENT

1. Grimes and Johnston recognize that joint planning, development and funding of fire protection and emergency response capabilities and facilities can benefit residents of both

communities through economies of scale, improvement in response performance, and training of staff. The communities agree to continue discussions focused on opportunities to expand the joint provision of Fire and EMS services.

2. Each decision regarding personnel, finance and equipment shall be made considering the goal to increase the level of coordination and cooperation between the departments. The funding formula should be considered as decisions are made regarding what percentage of the operational, personnel and equipment costs will be paid by each City.

X. DURATION AND TERMINATION

1. This Agreement shall commence on July 1, 2020 and expire on June 30, 2023.
2. This Agreement may be terminated at the written request of either party. Each party must provide at least twelve months written notice if they intend to terminate the Agreement and the termination shall not go into effect prior to the end of a budget year (June 30). Any financial obligations that have been entered during this Agreement shall remain the responsibility of each party.

XI. INDEMNIFICATION

Except as otherwise provided herein, the City of Grimes agrees to hold the City of Johnston and the City of Johnston agrees to hold the City of Grimes harmless from any and all damages, claims, demands, liabilities or causes of action of every kind, including reasonable attorneys fees, as a result of JGMFD activities undertaken under this Agreement.

XII. NOTICES

Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to Grimes, to:

City of Grimes
101 North Harvey
Grimes, Iowa 50111
Attention: City Administrator

With Copy to:

Thomas Henderson
~~Erik Fisk~~
Whitfield & Eddy, P.L.C.
~~317 Sixth Ave., Suite 1200~~

699 Walnut, Suite 2000
Des Moines, Iowa 50309-4195

If to Johnston, to:

City of Johnston
P.O. Box 410
6221 Merle Hay Road
Johnston, Iowa 50131
Attention: City Administrator

With copy to:

Tim Pearson
Laden and Pearson
8410 Hickman, Suite 102
Clive, IA 50325

or to such other address or person as hereafter shall be designated in writing by the applicable party.

XIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon recommendation of the Fire Board and after appropriate public review and discussion, including a public hearing if required, and such amendment has been approved by resolution of the Grimes City Council and the Johnston City Council.

XIV. MISCELLANEOUS

1. This Agreement has been made and entered into solely for the benefit of the goals and objectives of Grimes and Johnston as expressly provided herein and is not intended to create any rights in any other person.
2. Unless otherwise provided in this Agreement, any liabilities, debts, or other obligations by Grimes and Johnston shall not be the responsibility of the other community.
3. Grimes and Johnston shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.
4. After approval of this Agreement by resolution of both cities and execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8. The Agreement shall also be recorded in the office of the Polk County Recorder in accordance with Iowa Code § 28E.8.

CITY OF GRIMES

By:_____

Print Name:_____

Print Title: _____

Date:_____

CITY OF JOHNSTON

By:_____

Print Name: _____

Print Title: _____

Date:_____

AGREEMENT BETWEEN THE CITY OF GRIMES, IOWA AND THE CITY OF JOHNSTON, IOWA FOR THE SHARING OF ADMINISTRATIVE RESOURCES AND EQUIPMENT SUPPORTING FIRE AND EMERGENCY MEDICAL SERVICES (EMS)

This Agreement is made and entered into on this ____ day of _____, 2020, by and between the City of Grimes, Polk County and Dallas County, Iowa (“Grimes”), and the City of Johnston, Polk County, Iowa (“Johnston”), pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to commitments upon approval of the governing bodies of each community.

WHEREAS, Grimes and Johnston provide fire and Emergency Medical Services (EMS) services through the fire department for their respective community; and,

WHEREAS, the communities of Grimes and Johnston are experiencing significant growth and the demands for fire and EMS services has increased significantly; and,

WHEREAS, the call volume for fire and EMS services has increased due to the growth in population and business expansion in both communities. In order to meet the demand for services, and to provide coverage 24 hours a day, seven days a week, each community must rely on a combination of full time and paid on-call personnel; and,

WHEREAS, in 2013 Johnston constructed and placed into operation a new fire station at 10225 NW 62nd Avenue. The primary service area for the fire station includes the western portion of Johnston and the eastern portion of Grimes and both communities have committed to provide staff and share in the cost to operate the station; and,

WHEREAS, Grimes and Johnston desire to work together to improve fire and EMS in each community and improve the efficiency of each department by sharing administrative resources, staff and equipment; and,

WHEREAS, the joint venture is known as the Johnston-Grimes Metropolitan Fire Department (JGMFD); and,

WHEREAS, Grimes and Johnston desire to increase the level of coordination and cooperation between the fire and EMS departments and progress toward more consolidation in the operation of the departments.

WHEREAS, by approving this agreement Grimes and Johnston support increasing the level of coordination and cooperation for operating and financing the departments,

NOW THEREFORE, the cities of Grimes and Johnston agree as follows:

I. PURPOSE

The purpose of this Agreement is to facilitate the sharing of administrative resources, staff and equipment to support the provision of fire and EMS services for Grimes and Johnston for the

protection of life and property. This Agreement will increase the level of coordination and cooperation of the fire departments and is not intended to establish a separate legal entity.

II. DEFINITIONS

1. **Administrative City.** The larger of the two cities (based on population) on the date this 28E agreement is executed, will be known as the Administrative City, which for purposes of this agreement is Johnston.
2. **Calls for Service.** The fire and EMS calls responded to within the service area of each city.
3. **Capital Expenditures.** Equipment purchases in excess of \$2,500 or purchases that are above and beyond what is included in the operating budget.
4. **Emergency Medical Services (EMS).** Responding to a medical emergency and/or transporting a patient to the hospital.
5. **Fiscal Year.** The annual operating budget begins on July 1 of each year and runs through June 30 the following year.
6. **Funding Formula.** A formula used to determine the cost share for certain administrative positions, staff, equipment, and operations. The calculation of the funding formula includes four factors: (1) 100% valuation of each city (as determined by the Polk County & Dallas Assessors and used for the budget of the current fiscal year); (2) square miles of area served by each department as of June 30 of the current calendar year, townships served by the fire departments are not included in the calculation of square miles served; (3) the population of each city as determined by the latest U.S. Census Bureau data published by June 30 of each year (the population can from a decennial census or a special census); and (4) the number of calls for service provided to each city in the previous fiscal year that ended June 30. The formula shall be calculated by October 30 of each year and reviewed by the Fire Board. The Fire Board will recommend the formula to each City Council. The City Council will adopt the funding formula by resolution. The formula will be used for budgetary purposes the following fiscal year. See Appendix "A"
7. **Infrastructure Value.** An accounting of the value of each existing building, capital item and operating equipment that is used for the purpose of providing fire and EMS service with a value in excess of \$2,500.
8. **Operating Costs.** The total of all personnel and operating expense of JGMFD. This does not include any outstanding debt obligations of either city that exists at the time this agreement is executed.
9. **Partnering City.** The smaller of the two cities (based on population) on the date this 28E agreement is executed will be known as the Partnering City, which for purposes of this agreement is Grimes.

10. **Revenue.** All funds, other than property taxes, received from billing which includes fire district fees, ambulance billing, fire reports, etc.

III. FIRE BOARD

1. The Fire Board shall be an advisory board and shall make recommendations to the City Councils of each city. The Board shall be the visionary body for the Johnston-Grimes Metropolitan Fire Department and shall consist of eight (8) voting members and the Fire Chief (non-voting) or his/her designee. Each City shall have equal representation on the Fire Board. The Board shall consist of the Mayors of Grimes and Johnston and two City Council members of each City, appointed by the Mayors. The City Administrators from each community shall serve as voting members on the Board. In appointing representatives to the Board, the Mayors will strive to maintain gender balance. No employee of the Fire Departments may serve as a voting member of the Board. The City Administrators and Fire Chief shall ensure the actions of the Board are administered appropriately for their respective city.
2. The Board shall meet as many times as they determine are necessary, but no less than once per quarter. The Board may set regular meeting dates, times and locations.
3. Duties of the Board:
 - a. Review and make recommendations regarding job descriptions with administrative responsibilities for employees assigned to the JGMFD,
 - b. Review and make recommendations regarding the annual budget, budget amendments, capital purchases and infrastructure expenditure requested by the Fire Chief,
 - c. Review the capital and infrastructure needs of the departments including building expansions, future building locations, equipment needs, etc. and make recommendations to the City Councils,
 - d. Review the staffing needs and staffing plans for the department and make recommendations to the City Councils regarding funding for staffing,
 - e. Recommend a hiring process for the selection of a Fire Chief. The process will include equal representation from both cities. The Board will make a recommendation to the City Council of the Administrative City regarding the preferred candidate,
 - f. Review and make recommendations on all other matters as may be needed and as requested by the City Councils or City Administrators.

- g. Follow the rules as established by Iowa Code Chapter 21 (Open Meetings) and Chapter 22 (Open Records).

IV. OPERATIONS

1. The JGMFD shall operate out of the three (3) stations currently serving the district: stations 37, 38, and 39. All stations shall be considered stations to the whole of the district and shall respond accordingly to emergency and non-emergency calls for services without respect to city or township boundaries as set forth by the Fire Chief.
2. Employees of the JGMFD may be assigned throughout the district to meet the operational needs set forth by the Fire Chief. Station assignments may consider the preferences of the employees and be done through a process considering service needs and seniority.
3. The Fire Chief is an employee of the Administrative City and, shall serve at the pleasure of the City Council of the Administrative City. Both cities will have equal input in all personnel matters related to the Fire Chief, including participating in the annual performance review.
4. Additional positions may be created by the JGMFD, for example the Fire Marshall. The Fire Board will recommend which community has administrative authority over the position and the cost share for the wages and benefits of the employee hired for the position.

V. COVENANT FROM THE ADMINISTRATIVE CITY

The Administrative City shall provide all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella liability coverage for all its operations, including insurance coverage for damage to buildings and equipment. The Administrative City shall maintain its facilities, grounds and equipment. Any facility maintenance or grounds keeping not provided by the Administrative City shall be included in the operating budget.

VI. COVENANT FROM THE PARTNERING CITY

The Partnering City shall provide all wages, benefits, and workers compensation to its employees and provide professional liability, auto liability, general liability and umbrella liability coverage for all its operations, including insurance coverage for damage to buildings and equipment. The Partnering City shall maintain its facilities, grounds and equipment. Any facility maintenance or grounds keeping not provided by the Partnering City shall be included in the operating budget.

The renovation of Station 37 or building a new station to accommodate the need for 24-hour

staffing shall be the sole responsibility of the City of Grimes.

VII. ACCOUNTING OF BENEFITS

Residents and businesses of Grimes and Johnston benefit from this Agreement due to cost savings and efficiency in sharing services, staff and the administration of the fire departments compared to operating solely within jurisdictional boundaries. Joint staffing, maintenance of facilities and equipment, provision of administrative oversight, sharing of administrative officer positions, and joint purchasing and operations contribute to a more streamlined and cost-effective operation.

Taxpayers benefit from improved efficiency from joint response capability by both departments. Joint response provides for efficiency in the number of units and trained personnel responding to a call which has a positive impact on response times and level of care.

VIII. FINANCES

1. All operating costs, revenue and billing for services provided by the Johnston-Grimes Metropolitan Fire Department shall be administered through each respective City.
2. All existing personnel shall continue to be employed by their respective City; however, their work can be assigned to include all duties they are qualified for. All employees shall be compensated from their respective City in conformance with requirements of the Fair Labor Standards Act (FLSA).
3. The reimbursement for the services of the Fire Chief (wages and benefits) shall be based on the Funding Formula recommended by the Fire Board and adopted by the City Councils.
4. The Board will review proposals for hiring of new positions and make recommendations to the city councils. The recommendation shall include in which community the position will be employed and any cost share for each position.
5. The Board will review the administrative structure and Table of Organization of the fire department and recommend the structure and number of employees authorized for each staffing level.
6. A complete inventory of the infrastructure and equipment (items in excess of \$2,500 in value) shall be maintained by the department. Each City shall retain ownership of their existing infrastructure and equipment. The Fire Chief shall maintain an inventory of the equipment and infrastructure owned by each city and jointly owned by JGMFD . The inventory shall be updated by June 30 each year and presented to the Board.
7. When equipment or infrastructure is needed for the JGMFD, it will be reviewed by the Board with a recommendation made to the City Councils. The review shall include how the purchase will be funded, ownership, maintenance responsibilities and cost share.

8. Station 38 will operate as a shared station. Grimes and Johnston will provide staff for the station and share in the expense to operate the station based on a 50/50 cost share. Items included in the operating expense include heat, electricity, vehicle fuel, phone/internet service, computer software and licensing, insurance and consumables (toilet paper, paper towels, laundry soap, etc.).
9. The Partnering City shall pay to the Administrative City its share of the expense for the services of the Fire Chief and Fire Marshall (wages and benefits) and the operating expense of station 38. 50% of the Partnering City's reimbursement shall occur on July 1 of each year and the remaining 50% on January 1 of each year.
10. In the event this agreement is terminated, each city shall be given five years to pay, to the other city, their respective depreciated balance of jointly purchased equipment or infrastructure.

IX. FUTURE DEVELOPMENT OF A CONSOLIDATED FIRE DEPARTMENT

1. Grimes and Johnston recognize that joint planning, development and funding of fire protection and emergency response capabilities and facilities can benefit residents of both communities through economies of scale, improvement in response performance, and training of staff. The communities agree to continue discussions focused on opportunities to expand the joint provision of Fire and EMS services.
2. Each decision regarding personnel, finance and equipment shall be made considering the goal to increase the level of coordination and cooperation between the departments. The funding formula should be considered as decisions are made regarding what percentage of the operational, personnel and equipment costs will be paid by each City.

X. DURATION AND TERMINATION

1. This Agreement shall commence on July 1, 2020 and expire on June 30, 2023.
2. This Agreement may be terminated at the written request of either party. Each party must provide at least twelve months written notice if they intend to terminate the Agreement and the termination shall not go into effect prior to the end of a budget year (June 30). Any financial obligations that have been entered during this Agreement shall remain the responsibility of each party.

XI. INDEMNIFICATION

Except as otherwise provided herein, the City of Grimes agrees to hold the City of Johnston and the City of Johnston agrees to hold the City of Grimes harmless from any and all damages,

claims, demands, liabilities or causes of action of every kind, including reasonable attorneys fees, as a result of JGMFD activities undertaken under this Agreement.

XII. NOTICES

Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to Grimes, to:

City of Grimes
101 North Harvey
Grimes, Iowa 50111
Attention: City Administrator

With Copy to:

Thomas Henderson
Whitfield & Eddy, P.L.C.
699 Walnut, Suite 2000
Des Moines, Iowa 50309-4195

If to Johnston, to:

City of Johnston
P.O. Box 410
6221 Merle Hay Road
Johnston, Iowa 50131
Attention: City Administrator

With copy to:

Tim Pearson
Laden and Pearson
8410 Hickman, Suite 102
Clive, IA 50325

or to such other address or person as hereafter shall be designated in writing by the applicable party.

XIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon recommendation of the Fire Board and after appropriate public review and discussion, including a public hearing if required, and such amendment has been approved by resolution of the Grimes City Council and the

Johnston City Council.

XIV. MISCELLANEOUS

1. This Agreement has been made and entered into solely for the benefit of the goals and objectives of Grimes and Johnston as expressly provided herein and is not intended to create any rights in any other person.
2. Unless otherwise provided in this Agreement, any liabilities, debts, or other obligations by Grimes and Johnston shall not be the responsibility of the other community.
3. Grimes and Johnston shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.
4. After approval of this Agreement by resolution of both cities and execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8. The Agreement shall also be recorded in the office of the Polk County Recorder in accordance with Iowa Code § 28E.8.

CITY OF GRIMES

By:_____

Print Name:_____

Print Title: _____

Date:_____

CITY OF JOHNSTON

By:_____

Print Name: _____

Print Title: _____

Date:_____



*101 NE Hawkey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846*

AGENDA MEMO

For Meeting of April 14, 2020

AGENDA HEADING: Request Approval of Resolution 05-1520 Renewing the 28E Agreement with Johnston for the shared operations of the Fire Department.

SYNOPSIS:

The Fire Board approved the updated 28E Agreement between Grimes and Johnston for the sharing of administrative resources and equipment supporting the Fire and Emergency Medical Services that serve both Cities. The original agreement was put in place in 2017 to allow for the sharing of personnel and equipment to jointly benefit Grimes and Johnston. The original agreement was extended to expire June 30, 2020. The agreement has been working well and saves both City's money, and improves operational efficiency and coverage for both communities.

The new agreement will allow the Fire Department to operate as one agency under the eyes of the Iowa Department of Public Health, Bureau of EMS. The City of Grimes will deed over their ambulances to Johnston as the Administrative City and allow for one EMS License Number through the State. At the point Grimes has the larger population then Grimes will become the administrative City. The billing company will be able to give reports that show calls billed by the zip code the call came in from, allowing billing to be tracked accurately and reimbursement to be made correctly to each City the call occurred in. Currently this is not possible as the State ties the ownership of the ambulance to the City that can bill for the transport. Johnston will reimburse Grimes for the payments they receive that are for Grimes calls by Zip Code.

FISCAL IMPACT: The sharing of expenses for Station 38 saves the City Grimes operational costs by not having two stations to cover the eastern half of the City to meet recognized response times.

PREVIOUS COUNCIL ACTION(S): Council approved the original agreement in 2016 and extended that agreement until June 30, 2020.

BOARD/COMMISSION ACTION(S): None



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

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of Resolution 05-1520 approving the renewal of the Fire Department Agreement.

SAMPLE LANGUAGE: I approve Resolution 05-1520 approving the renewal of the Fire Agreement between Grimes and Johnston for supporting the sharing of administrative services and equipment for Fire and EMS services.

RESOLUTION NO. 05-1520

RESOLUTION 05-1520 A RESOLUTION AUTHORIZING THE RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF GRIMES, IOWA AND THE CITY OF JOHNSTON, IOWA FOR THE SHARING OF ADMINISTRATIVE RESOURCES AND EQUIPMENT SUPPORTING FIRE AND EMERGENCY MEDICAL SERVICES (EMS)

WHEREAS, the current 28E Agreement between Grimes and Johnston that governs the Fire Department is about to expire; and
WHEREAS, The Fire Board has been reviewing and discussing the updated agreement; and
WHEREAS, At the April 28, 2018 meeting the Fire Board agreed with all the language and articles of the updated agreement; and
WHEREAS, the Fire Board approved the updated agreement to be presented to the respective City Councils; and
WHEREAS, the agreement will improve efficiencies in Ambulance Billing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, THAT THE MAYOR SIGN THE AGREEMENT BETWEEN GRIMES AND JOHNSTON FOR THE SHARING OF ADMINISTRATIVE RESOURCES AND EQUIPMENT SUPPORTING FIRE AND EMS SERVICES:

PASSED AND APPROVED THIS 12th DAY OF MAY, 2020.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

Grimes

Monthly Operations
and Maintenance
Report

April 2020

Prepared by:



1801 James Street
Grimes, IA 50111
(515)986-7300

www.uswutilitygroup.com

MONTHLY REPORT
APRIL 2020
GRIMES WATER & WASTEWATER TREATMENT PLANTS
DISTRIBUTION AND COLLECTION SYSTEMS

Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

May 14, 2020

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update April 2020

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for April 2020. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

DNR Correspondence:

- Submitted April 2020 Monthly Operating Reports to IDNR.
- Staff continued to update Field Office #5 regarding project progress along with disposal of lime and biosolid residuals.
- Andrew Wood continues to update Field Office #5 of status and schedule changes due to Covid-19
- Tom Atkinson from IDNR contacted USWUG regarding odor complaints. The source was from the drying beds thawing along with heavy loads due to quarantine.

Safety Training

- Safety Training in April included a **“Safe Driving Online Course.”**

Safety Meeting

- USW UTILITY GROUP employees will participate in weekly safety meetings assigned by the Company.
- Grimes staff talks daily to discuss site safety as it relates to Covid-19 and construction.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Water Treatment Plant Report for April 2020

1. WTP monthly preventative maintenance and inspections were performed the first week of April. Inspections included the completion of thirty-four (34) work orders that are generated monthly from our Computerized Maintenance Management System.
2. Shank Constructors continued construction of the Reverse Osmosis plant. Underground piping and concrete were the focus in April.
3. Lime feed pump #1 was reinstalled after repairs
4. USWUG ordered a pressure relief hydrant valve that should allow Progressive Structures Inc. to finish the 16" raw main to be pressure tested and the project closed in May.
5. Reverse Osmosis skids #1 and #2 performed well during the month of April. Normalized flows were within design parameters. No filters were changed.
6. Staff attended progress and pre-con meetings throughout the month.
7. Mechanical and electrical gear installation is scheduled to be completed on Jordan well #202 in May 2020.
8. Staff drained, cleaned and inspected clarifier #1. No major issues were found.
9. Exercised generators at WTP, Booster station, ASR Well and North Well Field in accordance with Iowa Administrative Code (IAC).
10. Paint work, site work and cleaning continue.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Distribution and Collection Report for April 2020

1. 92 field service work order were completed for the City.
2. 2 commercial and 25 residential water meters were installed.
3. 4 temporary hydrant flow meters were used.
4. 0 non-payment disconnects were completed.
5. 32 fire hydrants were inspected and flushed, 105 manholes were inspected and 38 valves were exercised.
6. Monthly water loss was estimated at 650,000 gallons due to normal maintenance and flushing.
7. There were zero (0) high usage calls.
8. Staff continues heightened inspection of the collection system due to abnormal products being introduced into the wastewater system



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Wastewater Treatment Plant Report for April 2020

1. Monthly preventative maintenance and inspections were performed the first week of April. Inspections included the completion of thirty-six (36) monthly work orders that are generated monthly from our Computerized Maintenance Management System.
2. Staff continues to monitor the known source of problematic discharge to the collection system. There were no issues in April.
3. Staff repaired wiring on the mechanical bar screen
4. Toxicity report passed.
5. WRA engineering and design discussions continue.
6. Central Pump and Motor replaced shaft bearings on process blower #1.
7. Exercised WWTP, Gateway Lift Station and Southeast Lift Station generators according to Iowa Administrative Code (IAC).
8. Weekly lift station inspections were performed.
9. Painting of pipe and structures also continues.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

USW UTILITY GROUP

Staffing for Grimes, IA

Project Manager

- Andrew Wood
 - o IDNR Grade 3 WT, Grade 3 WWT, Grade 3 Distribution

Lead WTP Operator

- Jeff Waters
 - o IDNR Grade 3 WT, Grade 2 WWT, Grade 2 Distribution

Lead WWTP Operator

- Christina Shepherd
 - IDNR Grade 3 WWT, Grade 2 WT

Operation/Maintenance Supervisor

- Mathew Gilmore
 - o IDNR Grade 4 WT, Grade 2 WWT, Grade 3 Distribution

Operator/Maintenance Tech

- Nick Deardorff
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Operator/Maintenance Tech

- Thomas Van Horn
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

If you would like to meet to discuss any of the items noted above at your convenience, please do not hesitate to contact me.

Sincerely,

Andrew Wood
Project Manager
USW UTILITY GROUP



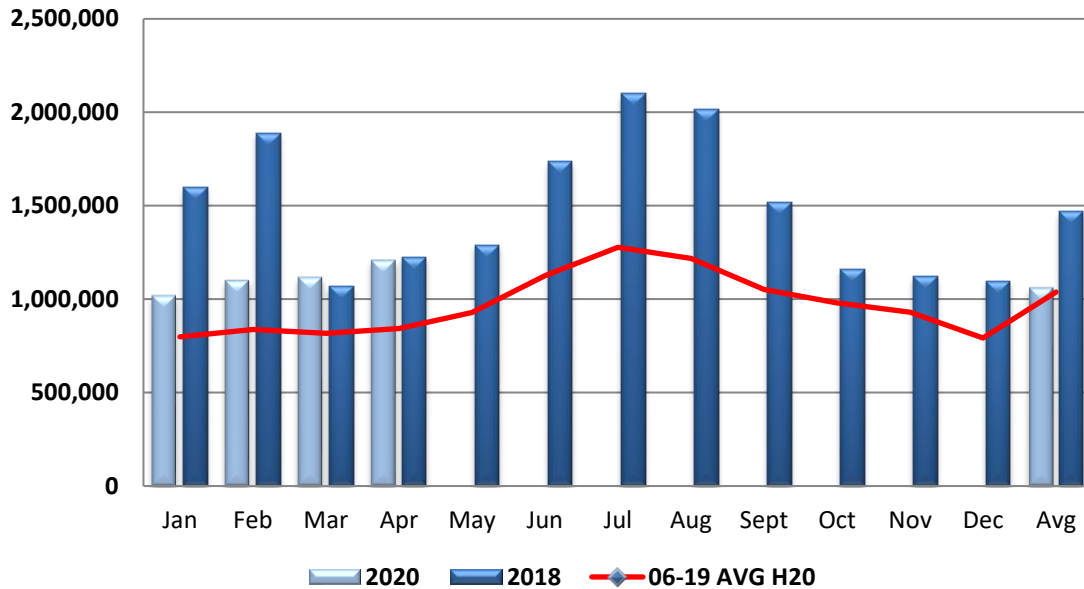
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Apr-20	Mar-20	Apr-19
Water	Units			
Average Daily Pumped	gallons	1,207,333	1,116,806	1,225,100
Maximum Daily Pumped	gallons	1,677,000	1,307,000	1,562,000
Minimum Daily Pumped	gallons	894,000	954,000	795,000
Hardness				
Hardness - Avg Raw	grains	26.93	27.34	29.85
Hardness - Avg Finish	grains	4.38	5.08	7.13
Iron mg/l				
Avg Raw	mg/L	7.28	7.69	7.26
Avg Finish	mg/L	0.04	0.05	0.03
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.60	0.47	0.30
Avg Finish Fl.	mg/L	0.48	0.39	0.33
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	6.66	0.61	1.46
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	0.00	0.00	0.00
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	0.00	0.00	1.35
NH3-N Effluent Permit Limit	mg/L	2.1	2.8	2.1
Effluent Flow				
Average Daily	gallons	2,087,667	2,027,097	1,830,667
Maximum Daily	gallons	2,510,000	2,780,000	2,270,000
Minimum Daily	gallons	1,820,000	1,660,000	1,560,000
Distribution				
Work Orders	#	92	132	130
Locates	#	-	-	-
Meters Installed				
Residential	#	25	23	30
Commercial	#	2	2	3
Temporary Hydrants Meters	#	4	2	3
Disconnect Notices	#	-	-	81
Services Disconnected	#	0	40	21
Hydrants Inspected/Flushed	#	32	28	26
Valves Exercised	#	38	18	34
Manholes Inspected	#	102	85	22

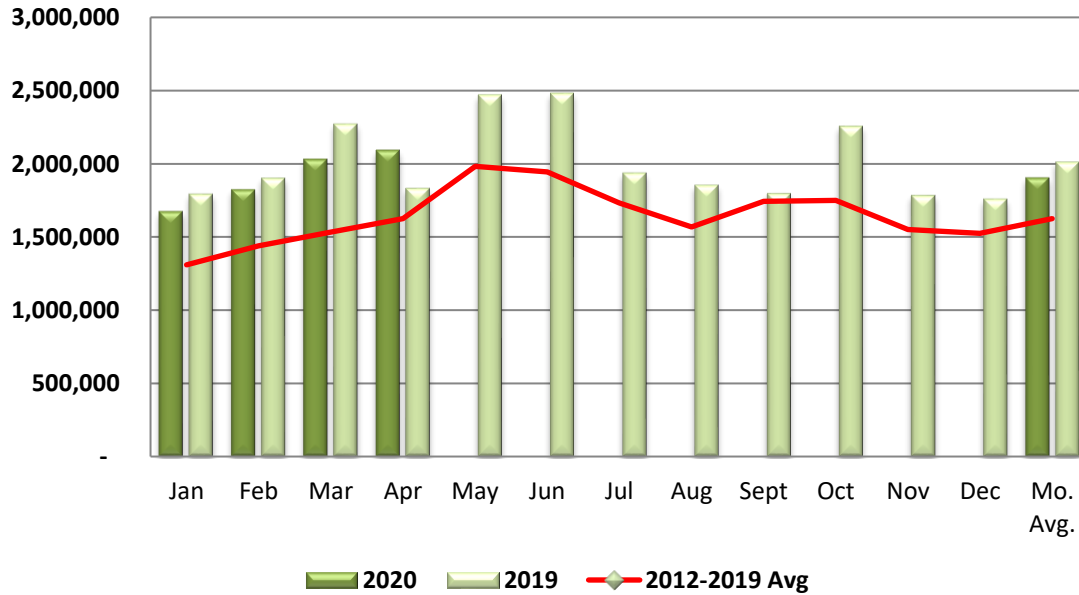


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons



Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

