

1. Agenda

Documents:

[051419 CC AGENDA2.PDF.PDF](#)

2. Meeting Materials

Documents:

[051419 CC COUNCIL ACTIONS.PDF.PDF](#)

[051419 CC CONSENT AGENDA.PDF.PDF](#)



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall
101 NE Harvey Street
May 14, 2019 at 5:30 pm

Mayor Scott Mikkelsen

City Council: Jill Altringer, Eric Johansen, Jeremy Hamp

David Gisch, Ryan Burger

City Administrator Jake Anderson

City Clerk Rochelle Williams, Finance Director Marcia Woodke

City Attorneys Tom Henderson, Alecia Mueleners, City Engineer John Gade

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

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

GENERAL AGENDA ITEMS.

1. Call to Order
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from previous meeting
 - B. Set a Public Hearing for Budget Amendment
 - C. Pay Application #1 to Concrete Technologies, Inc for the SE 37th Street at Hwy 141 Improvement \$127,333.90
 - D. Request for Street Closure on SE 6th Street
 - E. City Wide Detention Area Improvement Project not to exceed \$70,000
 - F. Pay Request #2 to All Terrain Seeding for the Little Beaver & Prairie Creek Improvements \$100,809.06
 - G. Alcohol License Renewal for Plaza Tapatia Class C Liquor License with Sunday Sales



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- H. Alcohol License Renewal for Walmart Supercenter #5748
- I. Alcohol License Renewal for Spirits Liquor Class E with Sunday Sales
- J. Alcohol License Renewal for Casey's General Store #2520 Class E with Sunday Sales
- K. Resolution 05-0319 Adopting the Iowa League of Cities Record Retention Manual for Iowa Cities
- L. Resolution 05-0419 Consenting to Assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements
- M. Beaverbrook Blvd Crossing Cleanup \$7,394 (emergency repair of silt that was blocking culvert)
- N. Wilson Brothers – contract for mosquito control
- O. Speculative Use Proposal for New Water Tower in Grimes
- P. Request to Write Off EMS Bill for Dependent of Veteran Pursuant to Resolution 01-0119
- Q. Set a Public Hearing on Proposed Plans, Specifications, Form of Contracts and Estimate of Cost for the Construction and Award of Contract for the 2019 City of Grimes HMA Resurfacing Project for May 28, 2019 at 5:30 pm and Notice to Bidders for May 24th at 2:00 pm at Grimes City Hall
- R. Beeline & Blue Plotter/Scanner Purchase for Development Services \$6,250
- S. Resolution 05-0619 Personnel Transactions
- T. Tax Increment Finance Payments: GD Development \$1,412.50, Hubbell Realty 2012 \$65,948, Hubbell Realty 2014 \$48,036.50, Premier Concrete \$ 11,565, Shade Tree Auto \$18,234, Serv Pro \$ 14,312.50, Total Family Eye Care \$20,112. TNC LLC \$240.50
- U. Engagement Letter with Dorsey and Whitney for GO Bonds
- V. Settlement Agreement with Gabus Family Trust L.C. for the SE 37th Street Condemnation \$16,710
- W. Change Order #2 Little Beaver & Prairie Creek Channel Improvements \$1,400 (three trees from SE 37th and Hwy 141 Project relocated to the south side of Little Beaver Creek west of NW Brookside Drive \$750, removal of a large downed tree outside the work limits \$650
- X. Resolution 05-1119 Personnel Transactions
- Y. Pay Request #17 to Absolute Concrete for the S James Street & SE 37th Street Improvements \$2,225.00
- Z. NE 17th Court Drainage Easement Repair not to exceed \$15,000
- AA. Pay Request #2 Grosch Irrigation Company for the New Jordan Well \$127,475.75
- BB. Metering & Technology Solutions \$,6,500 (Itron Mobile Radio Reader for utilities)
- CC. Lee Chamberlin Consultant Engineers \$14,926 – Polk County mapping inputs, sign inventory and control network determination
- DD. Lee Chamberlin Consultant Engineers \$15,195 – Project inventory, plan and specification preparation, bid document preparation and notice of public hearing preparation 2019 HMA Resurfacing Project
- EE. Grimes 16 Inch Raw Water Main: Mark and Miranda Paup – water main easement, Offer To Purchase Agreement \$10,000
- FF. Software Agreement – Gworks – third party meter reader interface software \$2,750
- GG. Elevate Roofing – Repair to Portion on GCC roof \$5,000
- HH. Treasurer's Report



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II Claims Report

JJ. Resolution 05-1419 Certifying the Johnston-Grimes Metropolitan Fire Department Lieutenant Promotion List Dated April 1, 2019

KK. Resolution 05-1219 Certifying the Johnston-Grimes Metropolitan Fire Department Captain Eligibility List Dated April 1, 2019

LL. Resolution 05-1319 Certifying the Johnston-Grimes Metropolitan Fire Department Hiring Eligibility List Dated April 25, 2019

5. Fire Department Report

6. Patrol Report

7. Update from DART – Elizabeth Presutti, Chief Executive Officer

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

- A. Approval of Site Plan for Stone Ridge Mega Storage, 3305 SE Miehle Drive
- B. Resolution 05-0719 Taking Additional Action on Proposal to Enter Into a Loan Agreement, Combining Loan Agreements, Set the Date for Sale of General Obligation Corporate Purpose Bonds and Authorizing the Use of a Preliminary Official Statement in Connection Therewith
- C. Resolution 05-0819 Relating to the Financing of a Proposed Project to be Undertaken by the City of Grimes, Iowa; Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code
- D. Public Hearing on Proposal To Enter Into a Water Revenue Loan and Disbursement Agreement
- E. Resolution 05-0919 Authorizing and Approving a Loan and Disbursement Agreement and Providing for the Issuance and Securing the Payment of \$1,559,000 Taxable Water Revenue Bonds, Series 2019B
- F. Resolution 05-1019 to Fix a Date for a Public Hearing on Proposal to Enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount not to Exceed \$475,000
- G. Proposal for Professional Consultant Services – SW County Line Road and SW 19th Street HMA Paving Project including service agreement
- H. Proposal for Professional Consultant Services –2019 City of Grimes Intersection Improvements - Pedestrian school crossing modification at the NE Beaverbrooke Blvd and North Main Street Intersection including Service Agreement



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- I. Public Hearing and First Reading of Ordinance 727 to Amend the Grimes Code of Ordinance Chapter 108.06 to Provide for the Increase in the Charge for the Collection of Recyclable Materials from \$2.68 to \$3.43 effective July 1, 2019
- J. Public Hearing and Approval of Resolution 05-0119 Assenting To The Annexation Of Certain Real Estate To The City Of Grimes, Iowa

COUNCIL ACTIONS

- A. Discussion on Special Use Permits, Conditions and Expirations – Alex Pfalzgraff – Development Services Director
- B. Discussion and Guidance Relative to the Local Option Sales and Services Tax (LOSST) Referendum Scheduled for Tuesday, August 6, 2019

COUNCIL DISCUSSIONS

- 1. Mayor's Report
- 2. City Attorney's Report
- 3. City Engineer's Report
- 4. City Staff's Report
- 5. Old Business
- 6. New Business
- 7. Recess Open Session
- 8. Reconvene Open Session
- 8. Resolution 05-0519 providing for Closed Session ref 21.5 1 (c) . To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation,
- 10. Rise from Closed Session
- 11. Reconvene Open Session
- 12. Open Session - cont.
- 13. New Business
- 14. Consideration of Agreement between the City of Grimes and Johnston Professional Firefighters IAFF Local No 4835

ADJOURNMENT



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AGENDA MEMO

Item No. XX-XXX
For Meeting of May 14, 2019

AGENDA HEADING:

Approval of Site Plan for Stone Ridge Mega Storage, 3305 SE Miehe Drive

SYNOPSIS:

The property owner, Kevin Henter, has requested approval to construct an approximately 11,900 square foot self-storage facility. The proposed facility is to be located at the intersection of SE Miehe Drive and SE Stone Ridge Street.

The building is oriented east-west, with the overhead doors and man doors facing the north. Running along the north side of the site, parallel to SE Stone Ridge Street is a 225-foot aerial utility line easement. The aerial easement while not entirely on the subject site property, does burden approximate 35% of the property. Within this easement, no above grade structure are permitted, and only low growing landscaping can be planted.

The site will be accessed from a single location off SE Stone Ridge Street. No site parking is provided, as there is no office component for the facility. The parking for each space is handled in front of the unit, or within the unit. As such, a parking waiver is required for approval. This would be consistent with other recent waivers granted for parking associated with self-storage facilities.

Storm water management is provided within a dry detention basin along SE Miehe Drive. Landscaping is provided along the south side of the detention basin, to help provide screening to the back of the building and detention area. There is also landscaping provided along the east side of the building, along the Johnston corporate boundary where residential units exist. Lastly, a combination of burning bushes and prairie fire crab trees are provided along the north side of the site, between the property line and parking area.

The building is proposed to be primarily constructed out of metal paneling, with brick/stone to be provided along the west side that faces SE Miehe Drive. As you may recall, this was a point of contention at the last Council meeting. Code Section 165.51 indicates that for buildings that face public streets, a minimum of 25% masonry shall be provided, and at least 30-feet along the adjacent side wall. The applicant is requesting approval of the site, with a waiver for the stone along the north and south wall.



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The north side will be difficult to provide masonry, considering the proposed design of overhead doors and adjacent man doors. The remaining siding in inches in length, and will likely not be sustainable in the long term. The applicant is aware of this, and has provided addition landscaping along the north side of the parking lot, as well as the south-west corner where the 30-foot of stone is lacking. Staff has provided some visual perspective of the adjoining properties, see below. The proposal is consistent with the existing built environment, and would also be consistent with other recent waiver request (at 2800 SE Destination Drive)



FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Site Plan Approval - Tabled

BOARD/COMMISSION ACTION(S):

Planning and Zoning Recommendation of Approval with following subjects:

1. Siding Wavier Granted
2. Parking Waiver Granted



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STAFF/COMMITTEE RECOMMENDATION:

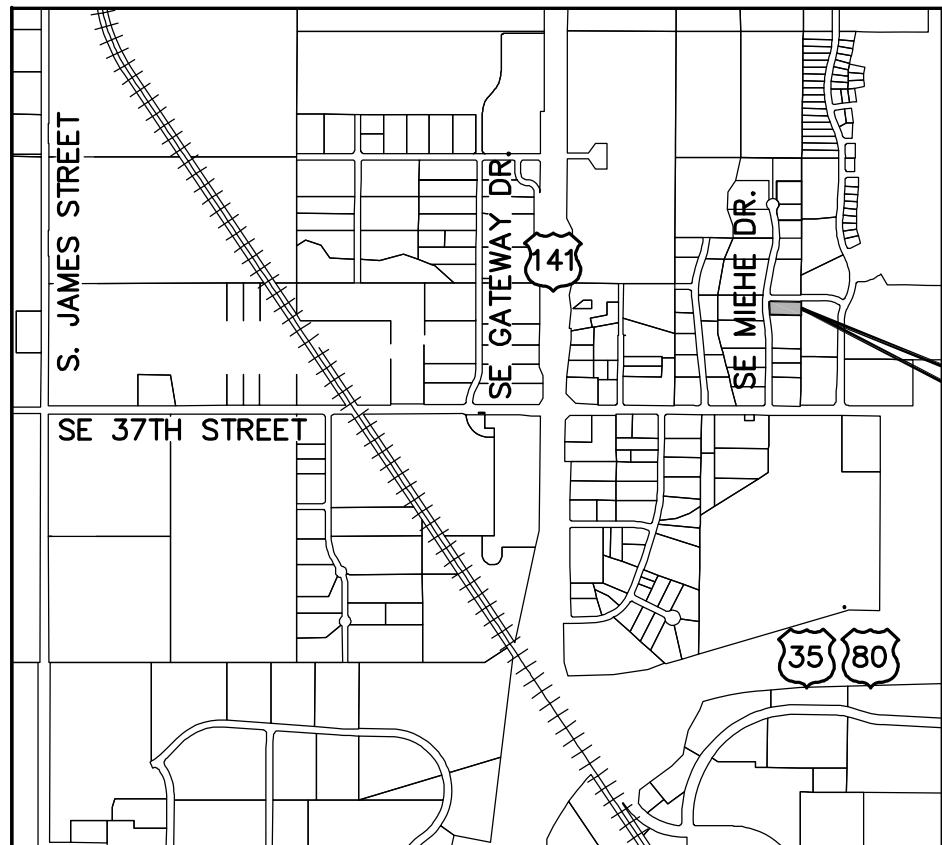
Staff would recommend approval of the Site Plan for Stone Ridge Mega Storage with the following waivers:

1. Siding Wavier for the north and south side of the building.
2. Parking Waiver for

SITE PLAN FOR:
STONE RIDGE MEGA STORAGE
GRIMES, IOWA

VICINITY MAP

NOT TO SCALE



PROJECT

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING PLAN
4	UTILITY PLAN/LANDSCAPE PLAN
5	DETAILS
6	ELEVATION VIEWS

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	———— ST — ST —
STORM SERVICE	———— ST — ST —
WATERMAIN WITH SIZE	———— 8" W ———
WATER SERVICE	———— W — W —
SAWCUT (FULL DEPTH)	—————

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 ———

OWNER/ APPLICANT

MEGA STORAGE
CONTACT: KEVIN HENTER
3070 WHITE PINE CT.
WAUKEE, IOWA 50263

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: DOUG MANDERNACH
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

PROJECT SITE ADDRESS

3305 SE MIEHE DRIVE

LEGAL DESCRIPTION

PARCEL E BK 10772 PG 822 BEG NE COR LT 5 WESTERN
PLAINS BUSINESS PK PLT 3 THN W328.61F NLY 126.53F
NLY 13.53F E 331.76F TO POB SE 1/4 SW 1/4 SEC
9-79-25

BENCHMARKS

H9J-001- BURY BOLT ON HYDRANT IN NW QUADRANT OF
MIEHE DRIVE AND SE 37TH STREET.
ELEVATION=934.42

H9J-008- BURY BOLT ON HYDRANT IN NE QUADRANT OF
DESTINATION DRIVE AND SE 37TH STREET.
ELEVATION=936.25

PROPOSED LAND USE

STORAGE

DEVELOPMENT SUMMARY

SITE AREA: 1.07 ACRES (46,433 SF)

IMPERVIOUS AREAS

BUILDING: 11,900
PAVEMENT: 13,936
25,836 (55.6%)

SETBACKS:

FRONT: 25'
SIDE: NONE
REAR YARD: 25'

OPEN SPACE REQUIRED: 4,643 SF (10%)
OPEN SPACE PROVIDED: 20,597 SF (44%)

DATE OF SURVEY

5-17-18

ZONING

M-2: LIGHT INDUSTRIAL DISTRICT

CONSTRUCTION SCHEDULE

BEGIN MAY 2019
END DECEMBER 2019

SUBMITTAL DATES

SITE PLAN SUBMITTAL #1: 8-20-18
SITE PLAN SUBMITTAL #2: 8-28-18
SITE PLAN SUBMITTAL #3: 9-07-18
SITE PLAN SUBMITTAL #4: 4-19-19

UTILITY WARNING

THE 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. A REQUEST WAS MADE TO
IOWA ONE CALL FOR THE UTILITY PROVIDERS TO LOCATE
THEIR UTILITIES IN THE FIELD.



CIVIL DESIGN ADVANTAGE

3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111

PH: (515) 369-4400 Fax: (515) 369-4410

PROJECT NO. 1805.279



1-800-292-8989

www.iowaonecall.com



THE PROJECT REQUIRES A CITY OF GRIMES GRADING PERMIT. CIVIL DESIGN
ADVANTAGE WILL PROVIDE THE PERMIT FOR THE CONTRACTORS USE DURING
CONSTRUCTION.

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.



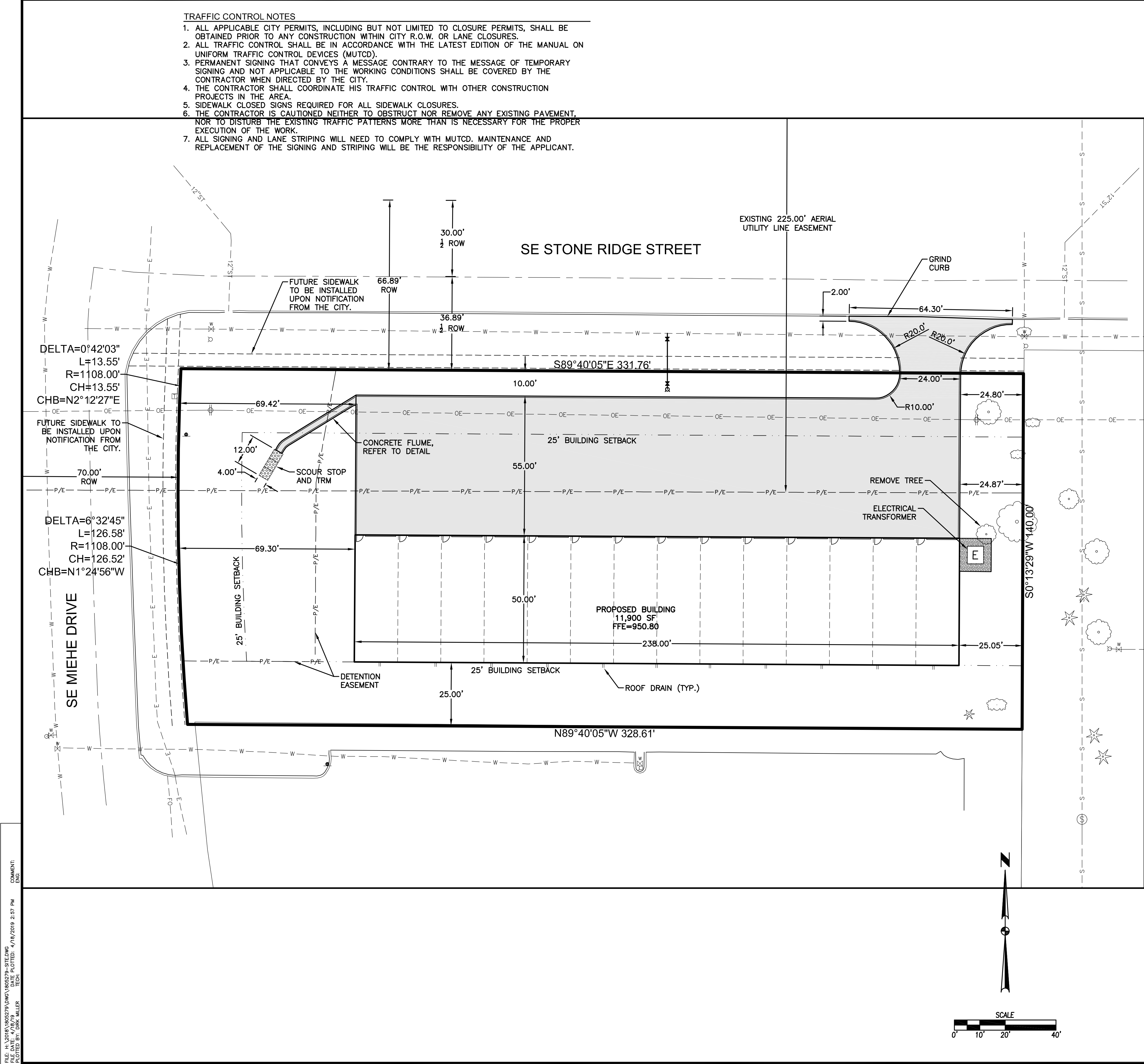
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

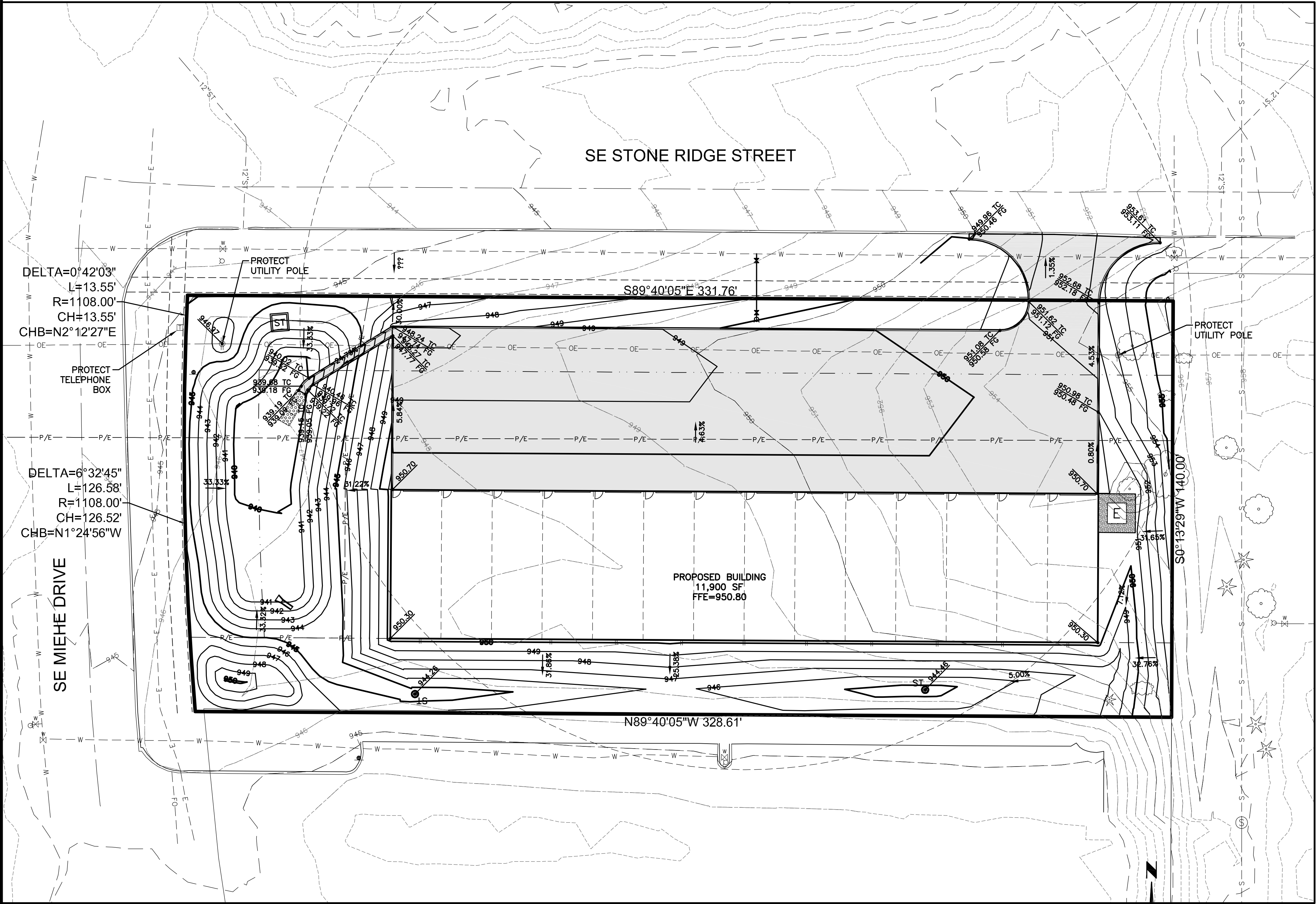
EMILY N. HARDING, P.E.
DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
PAGES OF SHEETS COVERED BY THIS SEAL:
SHEETS 1-5

PRELIMINARY
NOT FOR CONSTRUCTION

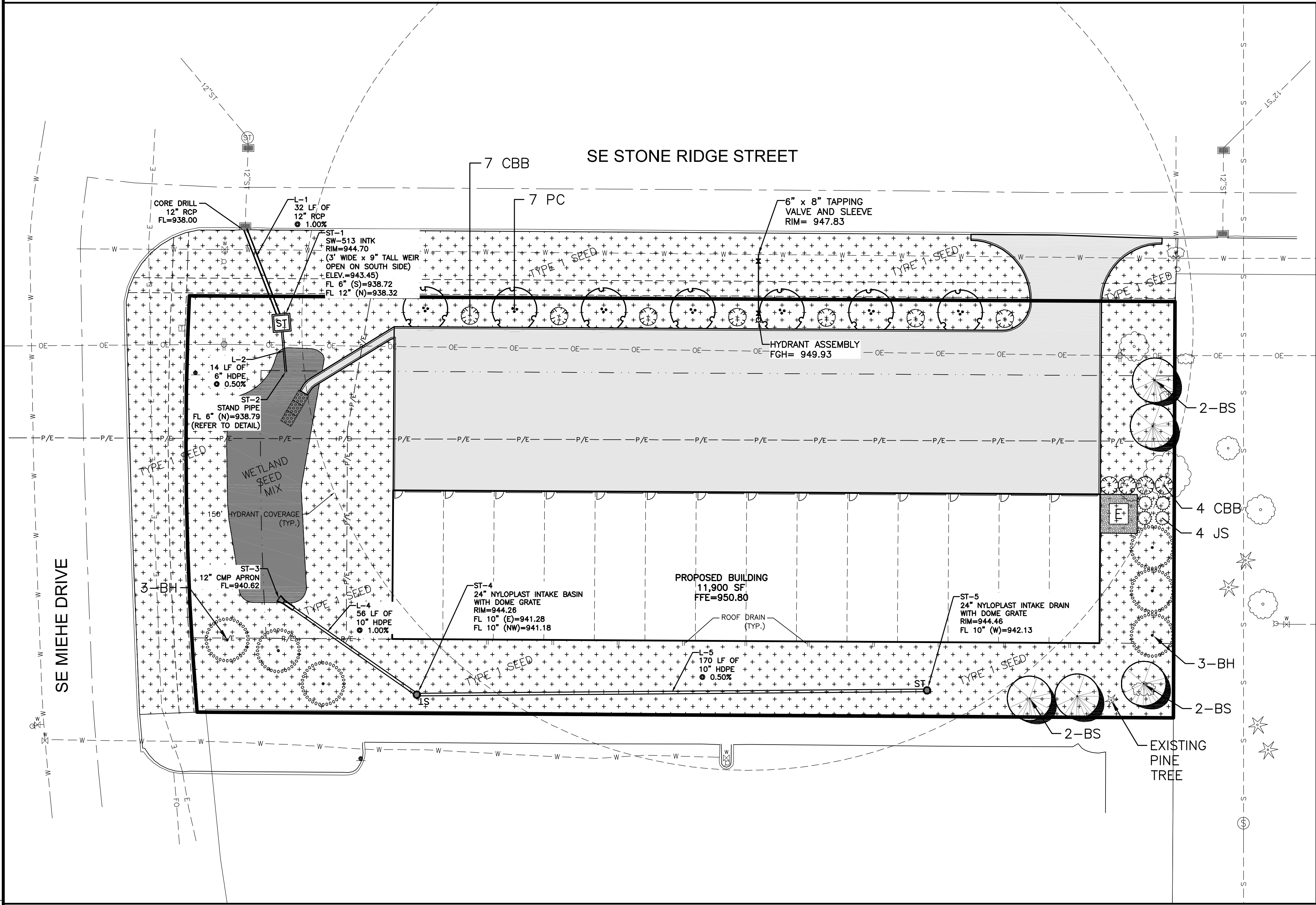
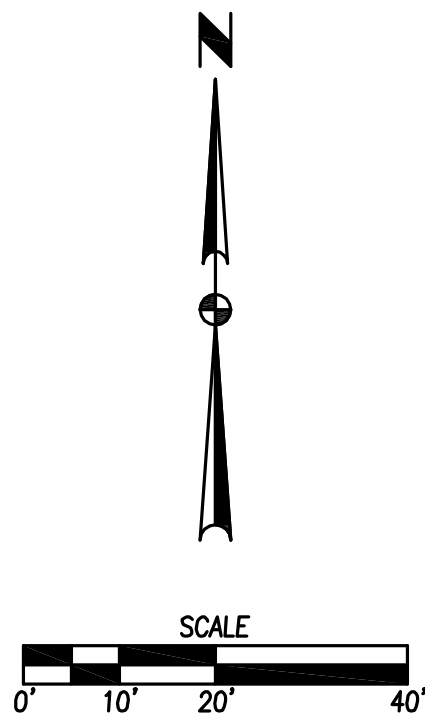
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DATE: 4/18/2019 2:57 PM
DRAWN BY: J. MILLER
CHECKED BY: J. MILLER





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 RESPREAD 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 HAUL 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 AND INSTALLATION OF THE STORM SEWER SYSTEM 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.



UTILITY NOTES

- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
- BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5'-5" COVER OVER ALL WATERMAINS.
- ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
- ADJUST ALL MANHOLES, INTAKES AND UTILITY FIXTURES TO FINISHED GRADE.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
- 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE 2009 UNIFORM PLUMBING CODE AND THE 2009 INTERNATIONAL PLUMBING CODE FOR FIXTURE COUNT. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE DETENTION FACILITIES AND PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.
- ONE KNOX BOX IS REQUIRED AND MAY BE PURCHASED FROM CITY HALL. SEE PLAN FOR LOCATION.
- LIGHTING WALL PACKS SHALL BE SHARP CUT-OFF FIXTURES.
- INSTALL APRON GUARD AND FOOTINGS ON ALL APRONS.
- REMOVE SILT FENCE UPON COMPLETION OF PROJECT ONCE SEEDING IS ESTABLISHED. REFER TO STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS.
- SPLASH GUARDS OR OTHER EROSION CONTROL MEASURES WILL BE REQUIRED AT ROOF DRAIN OUTLETS.

PLANT SCHEDULE

CODE	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	COND
CBB	11	COMPACT BURNING BUSH	EUONYMUS ATATUS 'COMPACTUS'	3 GAL	
JS	4	SEA GREEN JUNIPER	JUNIPERUS X PRITZERIANA 'SEA GREEN'	3 GAL	
PC	7	PRAIRIE FIRE CRABAPPLE	MALUS 'PRAIRIE FIRE'	1.5"	B&B
BS	5	COLORADO BLUE SPRUCE	PICEA PUNGENS 'GLUAGA'	6' HT.	B&B
BH	6	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	6' HT.	B&B

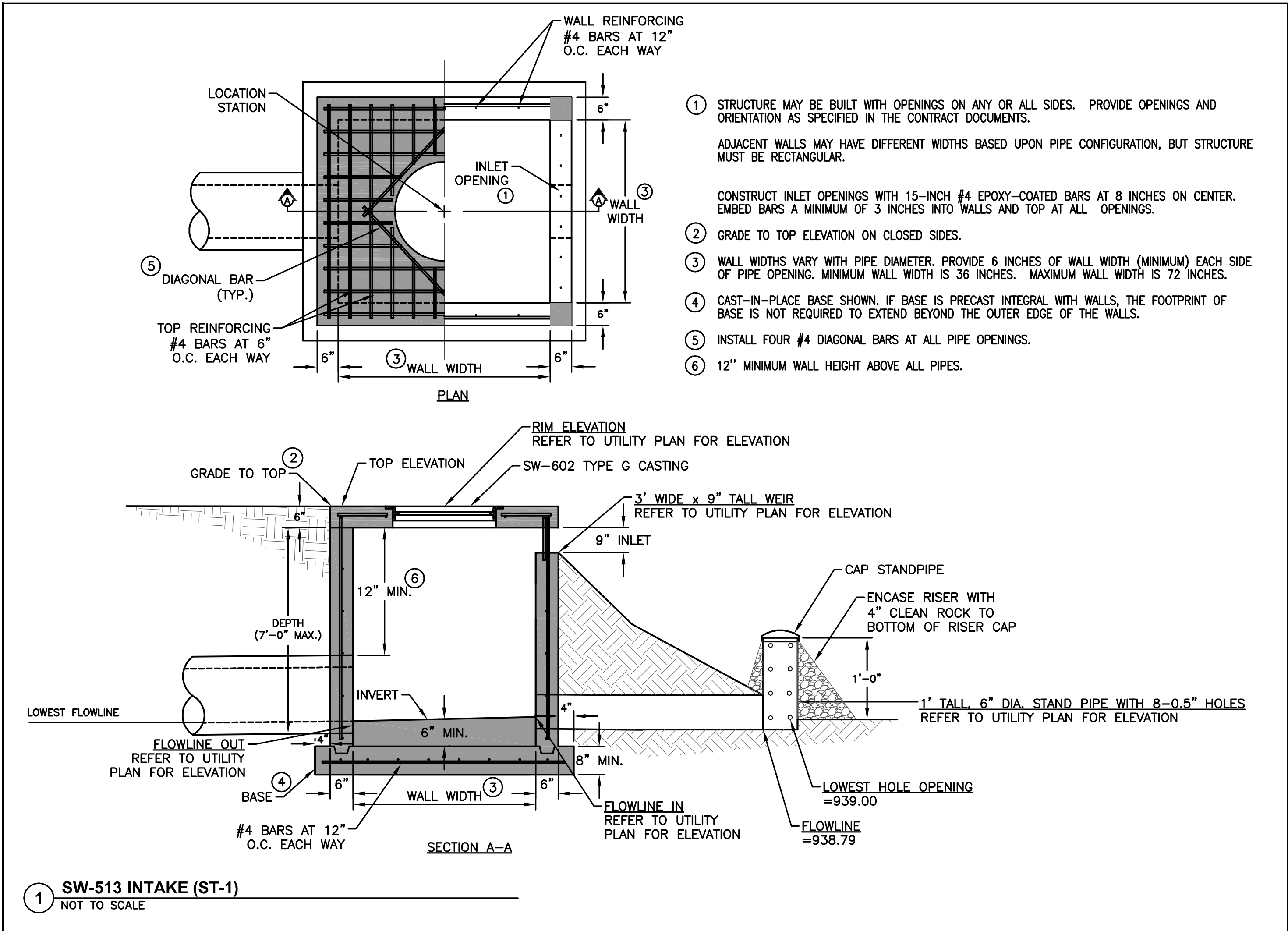
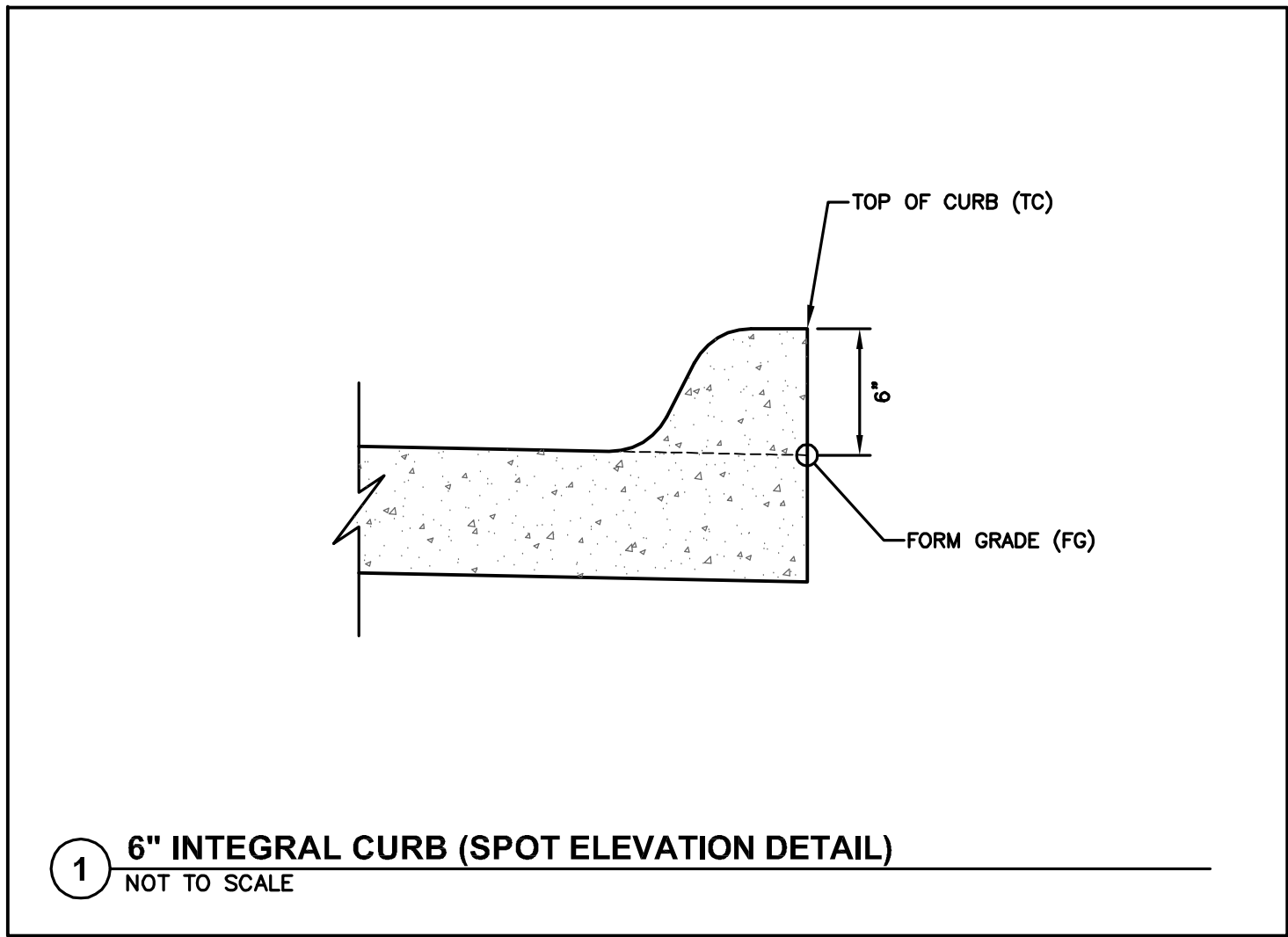
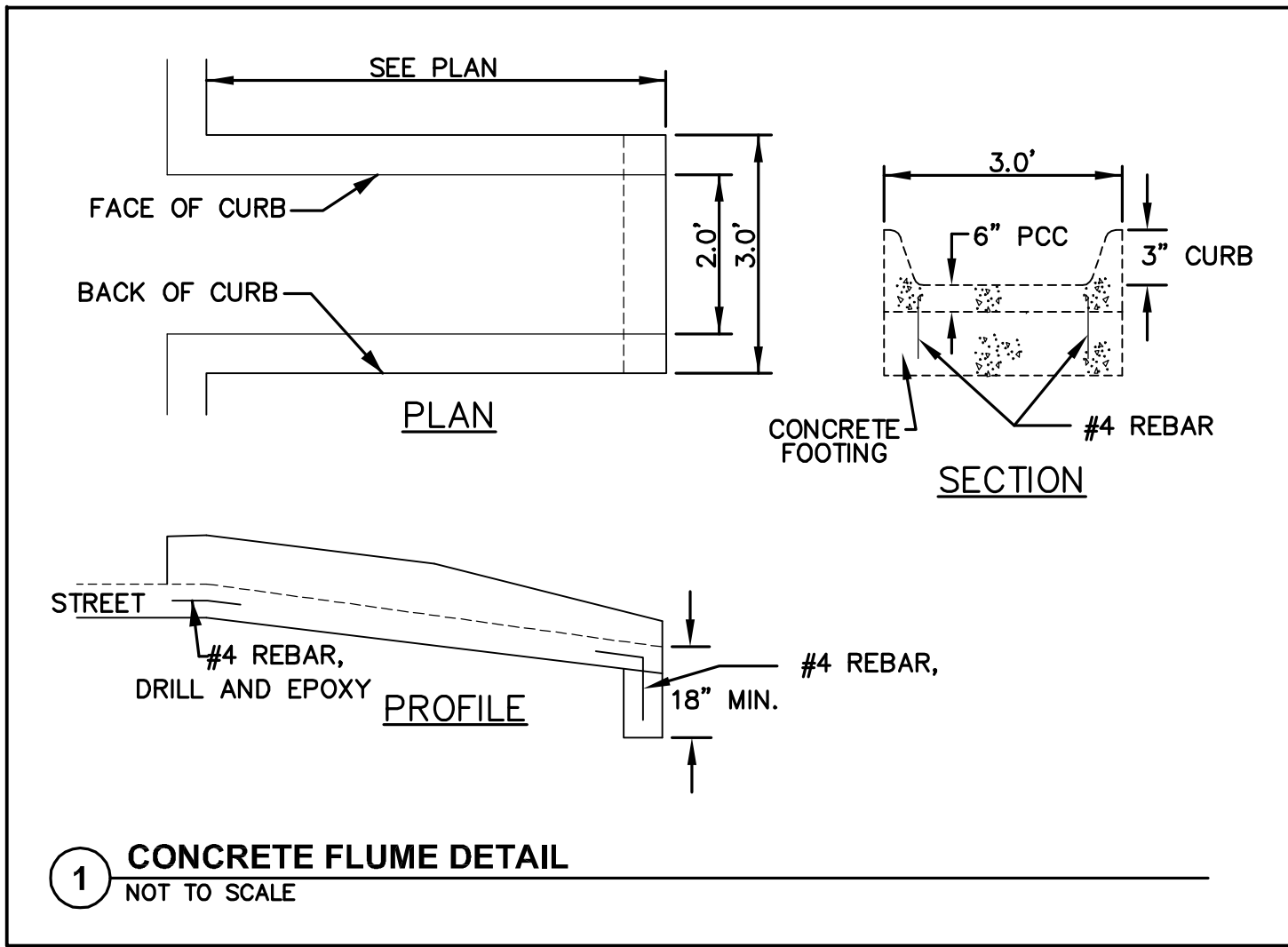
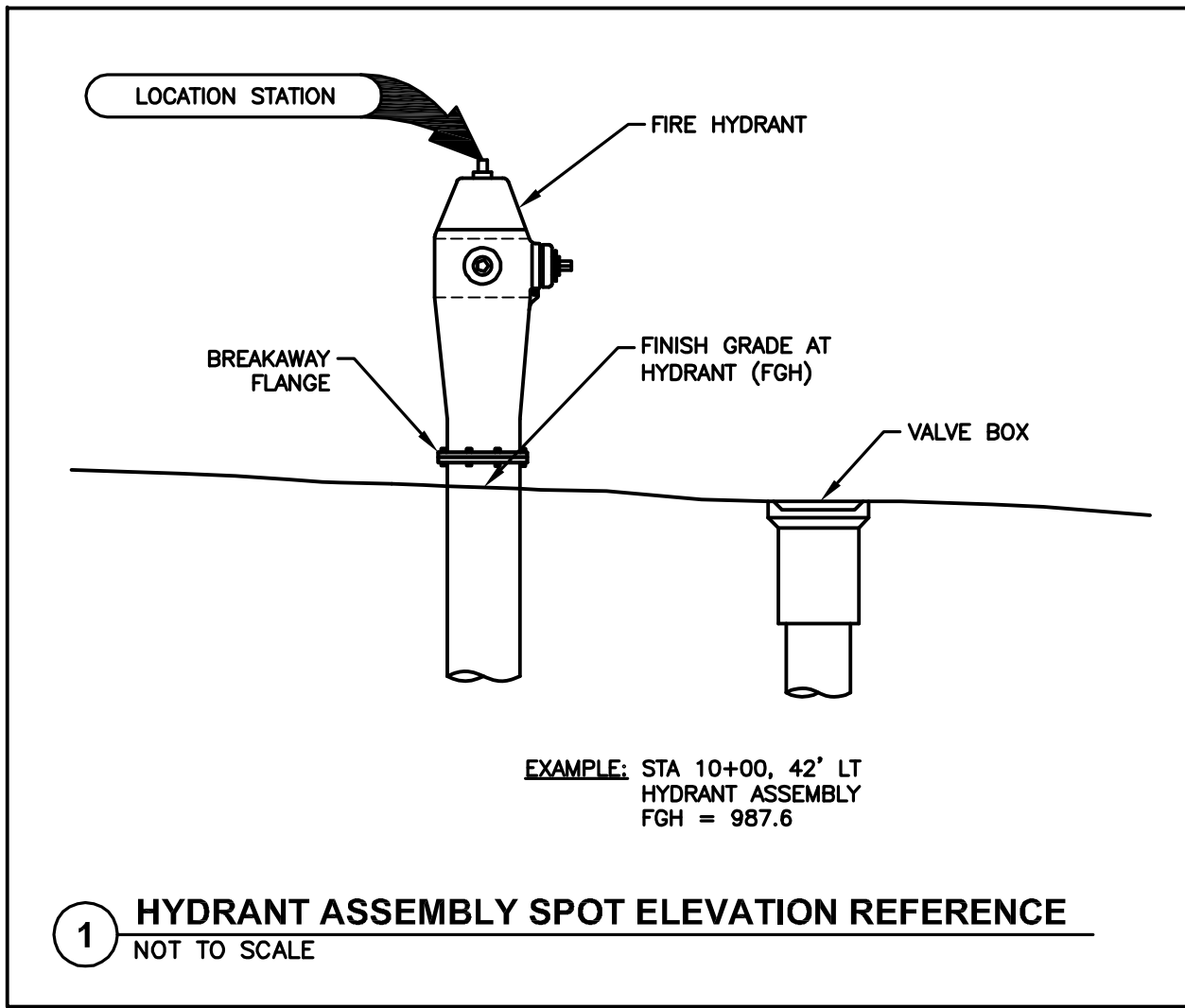
SEED MIX

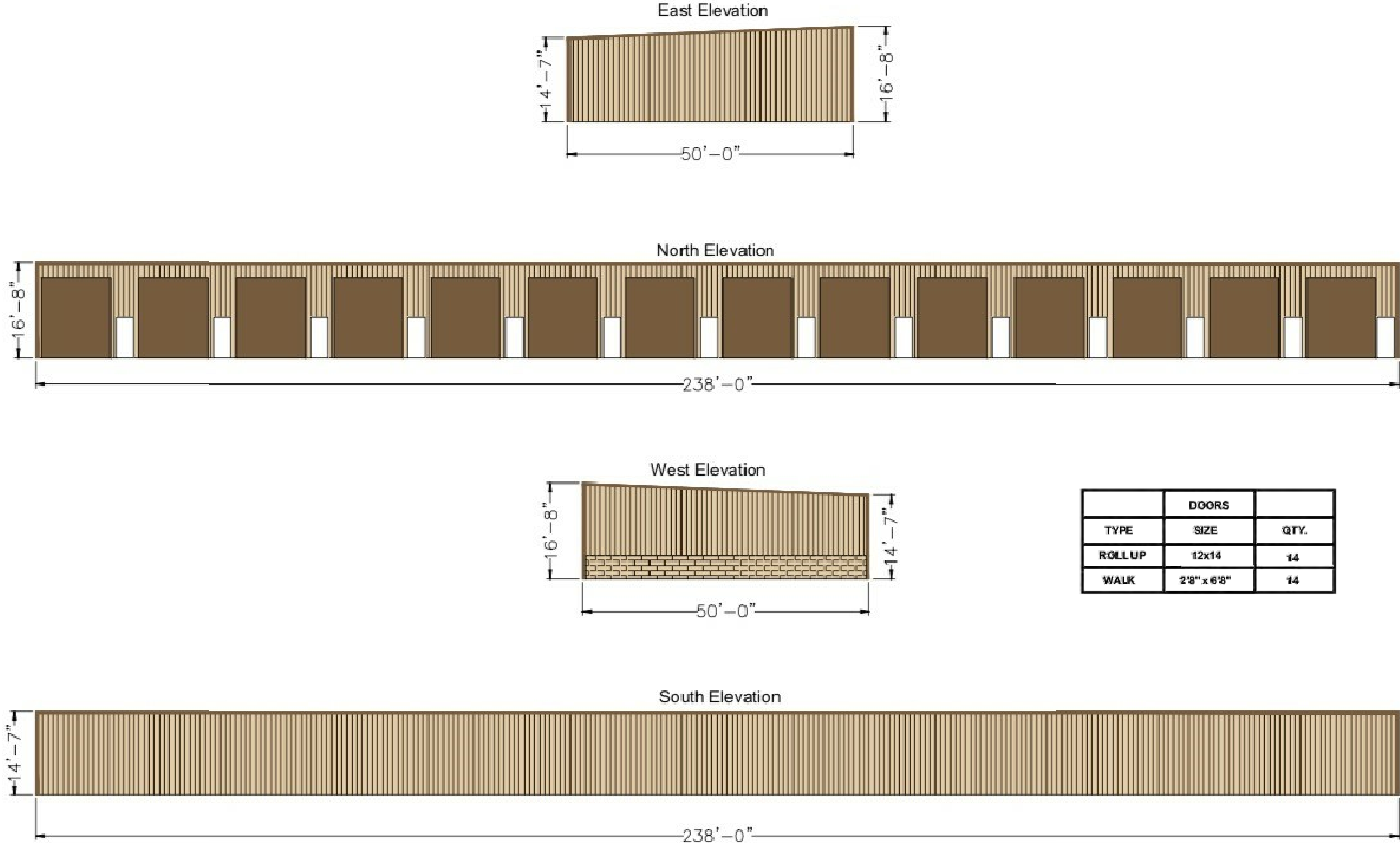
TYPE 1 SEED: "PERMANANT LAWN MIXTURE" (TYPE 1 SUDAS MIXTURE). SEEDING DATES: MARCH 1-MAY 31, AUGUST 10-SEPTEMBER 30

WETLAND SEED MIX: "WETLAND SEEDING" SEEDING DATES: APRIL 1 AND JUNE 30

LANDSCAPE NOTES

- LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
- 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.
- TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
- ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
- SEED OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER, UNLESS SHOWN OTHERWISE ON PLAN.
- BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
- WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
- SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
- ALL EDGING SHALL BE SPADE CUT EDGE.
- PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
- ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
- CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.





MINUTES TO HOLD HEARINGS ON LOAN
AGREEMENTS, COMBINE LOAN
AGREEMENTS, APPROVE PRELIMINARY
OFFICIAL STATEMENT AND SET SALE
DATE FOR BONDS

419952-69

Grimes, Iowa

May 14, 2019

The City Council of the City of Grimes, Iowa, met on May 14, 2019, at _____ p.m.,
at the City Hall, Grimes, Iowa.

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: _____.

This being the time and place specified for taking action on the proposal to enter into an
Essential Purpose Loan Agreement and to borrow money thereunder in a principal amount not to
exceed \$5,300,000, the City Clerk announced that no written objections had been placed on file.
Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor
declared the public hearing closed.

This being the time and place specified for taking action on the proposal to enter into
General Corporate Purpose Loan Agreement #1 and to borrow money thereunder in a principal
amount not to exceed \$300,000, the City Clerk announced that no petition had been filed asking
that the question of entering into the loan agreement be submitted to the registered voters of the
City, and that the City Council may proceed with the authorization of the loan agreement.

This being the time and place specified for taking action on the proposal to enter into
General Corporate Purpose Loan Agreement #2 and to borrow money thereunder in a principal
amount not to exceed \$700,000, City Clerk announced that no petition had been filed asking that
the question of entering into the loan agreement be submitted to the registered voters of the City,
and that the City Council may proceed with the authorization of the loan agreement.

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. 05-0719

Resolution taking additional action on proposal to enter into a Loan Agreement, combining Loan Agreements, setting the date for sale of General Obligation Corporate Purpose Bonds, Series 2019A and authorizing the use of a preliminary official statement in connection therewith

WHEREAS, the City of Grimes (the “City”), in Polk and Dallas Counties, State of Iowa heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “2018 Loan Agreement #1”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$11,700,000 for the purpose of paying the costs, to that extent, of planning and constructing street, water system, sanitary sewer system, sidewalk, storm water drainage and waterway improvements; and acquiring an ambulance, (the “Projects”), and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on May 8, 2018; and

WHEREAS, the City also proposed to enter into a loan agreement (the “2018 Loan Agreement #2,” and together with the 2018 Loan Agreement #1, the “2018 Loan Agreements”) and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of paying the costs, to that extent, of planning and constructing trail improvements and new municipal park improvements; and acquiring land for public or private development, 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 May 8, 2018, no petition had been filed with the City asking that the question of entering into the 2018 Loan Agreement #2 be submitted to the registered voters of the City; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City has combined the 2018 Loan Agreements into a common loan agreement (the “2018 Loan Agreement”); and

WHEREAS, the City has used a portion of its authority to borrow under the 2018 Loan Agreement to authorize an initial issuance of General Obligation Corporate Purpose Bonds, Series 2018A and has reserved the remainder of its authority to borrow (not to exceed \$2,545,000 remaining) for a future issuance of additional general obligation bonds; and

WHEREAS, the City, pursuant to the provisions of Section 384.24A of the Code of Iowa, has also proposed to enter into an Essential Purpose Loan Agreement, (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$5,300,000 for the purpose of paying the costs, to that extent, of constructing street, water system, waterway/stream bed and storm water drainage improvements and installing street signage, lighting and signalization, and pursuant to law and duly published notice of the proposed action, has held a hearing thereon on May 14, 2019; and

WHEREAS, the City has also proposed to enter into a General Obligation Loan Agreement (the “General Purpose Loan Agreement #1”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$300,000 for the purpose of acquiring the real property formerly known as Wallace Farms, and in lieu of calling an election upon such proposal, has published notice of the

proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of May 14, 2019, 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 proposes to enter into another General Obligation Loan Agreement (the “General Purpose Loan Agreement #2”) (collectively, hereafter, the Essential Purpose Loan Agreement, the General Purpose Loan Agreement #1, and the General Purpose Loan Agreement #2 are referred to as the 2019 Loan Agreements), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$700,000 for the purpose of acquiring the real property for use as the site of future municipal facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of May 14, 2019, 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, pursuant to Section 384.28 of the Code of Iowa, the City Council intends to combine the 2019 Loan Agreements into a single loan agreement with the 2018 Loan Agreement (the “Loan Agreement”) and to issue General Obligation Corporate Purpose Bonds, Series 2019A (the “Bonds”) in evidence of its obligations thereunder; 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 Piper Jaffray & Co. (the “Financial Advisor”); 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 2019 Loan Agreements and 2018 Loan Agreement are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. The City Clerk is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Financial Advisor and Dorsey & Whitney LLP (the “Disclosure Counsel”), as the City’s disclosure counsel, 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 3. The use by the Financial Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Financial Advisor, together with Disclosure Counsel, 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 is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Financial Advisor or Disclosure Counsel. 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 4. Sealed bids for the purchase of the Bonds shall be submitted , as set forth in the P.O.S., received and canvassed on behalf of the City until _____ p.m. on May 28, 2019, at the office of the City Clerk, at the City Hall, in the City, and the City Council shall meet on the same date at 5:30 p.m., at the Grimes City Hall, 101 NE Harvey Street, 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 5. 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 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 14, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTIES OF DALLAS AND POLK
CITY OF GRIMES

SS:

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 a public hearing on a loan agreement, combining loan agreements, fixing a date for the sale of General Obligation Corporate Purpose Bonds, Series 2019A and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk Rochelle Williams

May 9, 2019

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Loan Agreement/Bonds
Our File No. 419952-69

Dear Rochelle:

We have prepared and attach the necessary proceedings covering the hearings on loan agreements, combining loan agreements into a single loan agreement (the "Loan Agreement"), setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2019A (the "Bonds") and authorizing the use of a preliminary official statement (the "P.O.S.") in connection therewith at the May 14, 2019 City Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Loan Agreement. This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code. The resolution also provides for the authorization of the P.O.S. and sets the date for the sale of the Bonds.

2. Attestation Certificate with respect to the validity of the transcript.

On May 14th the City Council should meet as scheduled, hold hearings on its intention to enter into the Loan Agreement and adopt the attached resolution. The minutes as drafted assume that no objections will be filed. Furthermore, the minutes as drafted assume that no petition requesting an election will be filed with respect to either of the General Purpose Loan Agreements. In the event a petition is filed, please contact us immediately.

Prior to the adoption of the resolution, you and the City Council should review the proposed P.O.S., which we are preparing as disclosure counsel, 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. In addition, the financial and operating data set forth as Appendix A to the P.O.S. (which Piper Jaffray & Co. has worked with you to prepare) should be

carefully reviewed for accuracy. As noted earlier, we are not reviewing the Appendix A data for accuracy.

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 Emily Hammond or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
Travis Squires
Diana VanVleet

ADOPT FEDERAL REIMBURSEMENT
RESOLUTION

419952-71

Grimes, Iowa

May 14, 2019

The City Council of the City of Grimes, Iowa, met on May 14, 2019, at 5:30 o'clock p.m., at the Grimes City Hall, 101 NE Harvey Street Grimes, Iowa.

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

Present: Altringer, Hamp, Johansen, Gisch, Burger

Absent: _____.

The City Clerk reported that, in order to preserve the City's eligibility to issue tax exempt bonds for the construction of certain water system improvements, it would be necessary for the City Council to adopt a resolution declaring the Council's intent to expend current cash on-hand and to later reimburse those expenses from the proceeds of a bond issue. Council Member _____ introduced the resolution next hereinafter set out, related to financing the project, and moved its adoption, seconded by Council Member _____. After due consideration and discussion, 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. 05-0819

Resolution relating to the financing of a proposed project to be undertaken by the City of Grimes, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Grimes, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the project is placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to a certain project hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following project and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such project in the maximum principal amount shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Construction of improvements and extensions to the municipal waterworks utility system	\$19,500,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the project have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the project, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 14, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

May 8, 2019

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: Reimbursement Regulation Resolution
Our file 419952-71

Dear Rochelle:

We have prepared the attached resolution which may be adopted by your City Council on May 14, 2019 in order to comply with federal regulations and to preserve the City's eligibility to be reimbursed from future tax-exempt bond proceeds for cash spent on the proposed construction of water system improvements.

Please return one fully executed copy of the resolution to us for our files. We look forward to working with you on this financing. Please call Amy Bjork, Emily Hammond or me with questions.

Best regards,

John P. Danos

Attachment

cc: Jake Anderson
Marcia Woodke
Travis Squires

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,600,000

(WATER REVENUE)

The City Council of the City of Grimes, Iowa, will meet on May 14, 2019, at the Grimes City Hall, 101 NE Harvey Street, in the City, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,600,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the City's Municipal Waterworks System.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Water Revenue Bond, SRF Series 2000A, dated December 19, 2000; Water Revenue Bond, SRF Series 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Waterworks System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

(Hearing & Issuance - Revenue)

419952-68

Grimes, Iowa

May 14, 2019

A meeting of the City Council of the City of Grimes, Iowa, was held on May 14, 2019, at 5:30 p.m. at the City Hall, Grimes, Iowa.

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

Present: _____

Absent: _____.

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

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 05-0919

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$1,559,000 Taxable Water Revenue Bonds, Series 2019B

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

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

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$5,359,000 Water Revenue Bond, SRF Series 2000A, dated December 19, 2000 and \$617,000 Water Revenue Bond, SRF Series 2000B, dated December 19, 2000 (together, the “Series 2000 Bonds”), a portion of which remain outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$2,432,000 Water Revenue Bond, SRF Series 2013, dated July 26, 2013 (the “Series 2013 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$577,000 Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016 (the “Series 2016 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$4,200,000 Water Revenue Bond, SRF Series 2019, dated March 8, 2019 (the “Series 2019 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,800,000 Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019 (the “Series 2019A Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2000 Bonds, the Series 2013 Bond, the Series 2016 Bond, the Series 2019 Bond and the Series 2019A Bond (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,600,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions (the “Project”) to the Utility,

and has published notice of the proposed action and has held a hearing thereon on May 14, 2019; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”) and to issue Taxable Water Revenue Bonds, Series 2019B (the “Bonds”) in evidence thereof in the principal amount of \$1,559,000 to pay the costs of the Project;

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the “Loan”) to the City in the amount of \$1,559,000, for the purpose as set forth in the preamble hereof.

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

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$1,559,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$1,559,000 and numbered R-1.

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

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

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

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City

Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

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

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

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

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

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

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

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

TAXABLE WATER REVENUE BOND, SERIES 2019B

No. R-1 \$1,559,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2039	June 7, 2019

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

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION FIVE HUNDRED FIFTY-NINE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2019, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2020, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2039. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

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

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

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the

“Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Waterworks System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

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

The Bonds are not general obligations of the City but, together with the City’s outstanding Water Revenue Bond, SRF Series 2000A, dated December 19, 2000; Water Revenue Bond, SRF Series 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

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

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

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

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

CITY OF GRIMES, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

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

STATE OF IOWA

DALLAS AND POLK COUNTIES

CITY OF GRIMES

SS: CITY TREASURER'S CERTIFICATE

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

(Do Not Sign)
City Treasurer

ABBREVIATIONS

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

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

				(State)

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

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

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2020	\$66,000	2030	\$78,000
2021	\$67,000	2031	\$80,000
2022	\$68,000	2032	\$81,000
2023	\$69,000	2033	\$82,000
2024	\$71,000	2034	\$84,000
2025	\$72,000	2035	\$85,000
2026	\$73,000	2036	\$87,000
2027	\$74,000	2037	\$88,000
2028	\$76,000	2038	\$90,000
2029	\$77,000	2039	\$91,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

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

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

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

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

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

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

Commencing on July 1, 2019, and continuing to and including November 1, 2019, an amount equal to 1/5th of the installment of interest coming due on December 1, 2019, and thereafter, commencing on December 1, 2019, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on July 1, 2019 and continuing to and including May 1, 2019, an amount equal to 1/11th of the installment of principal coming due on June 1, 2020, and thereafter, commencing on June 1, 2020, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

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

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

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

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

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

payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

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

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

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

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

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or any Parity Obligations, regardless of the fact that they may

have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

Passed and approved May 14, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

On motion and vote, the meeting adjourned.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

ATTESTATION CERTIFICATE:

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Water Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$1,559,000 Taxable Water Revenue Bonds, Series 2019B (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk Rochelle Williams

ESTABLISHMENT CERTIFICATE:

STATE OF IOWA

DALLAS AND POLK COUNTIES SS:

CITY OF GRIMES

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon my examination of such records, I have determined that the City did heretofore establish a Municipal Waterworks System (the “Utility”) prior to January 1, 1961, that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s outstanding Water Revenue Bond, SRF Series 2000A, dated December 19, 2000; Water Revenue Bond, SRF Series 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019; and the current issue of \$1,559,000 Taxable Water Revenue Bonds, Series 2019B of the City.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk Rochelle Williams

May 9, 2019

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: Grimes, Iowa
\$1,559,000 SRF Water Revenue Loan and Disbursement Agreement
File No. 419952-68

Dear Jake:

We have prepared and attach proceedings to be used at the May 14, 2019 City Council meeting to enable the Council to hold the public hearing and adopt the resolution (the “Resolution”) approving the Water Revenue Loan and Disbursement Agreement (the “Agreement”) and providing for the issuance of the Water Revenue Bond, Series 2019B (the “Bond”).

The proceedings attached include the following items:

1. Minutes of the May 14, 2019 meeting covering the hearing, followed by the Resolution providing for the adoption of the Resolution. The form of Bond, Treasurer’s Certificate and Assignment are included as part of the Resolution but need not be completed or executed as they are adopted only as to form.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Water Utility.

Also attached, please find the Agreement for execution by the City Clerk and the Mayor. Please print three copies of the Agreement, and have them executed as indicated. After the Agreements have been signed, please return them to us so that we can have them signed on behalf of the Iowa Finance Authority, after which we will furnish you with a fully executed copy for the City’s records.

In addition, we have prepared and attach the Bond. Please have the Bond signed as indicated, and return the original to us so that we can deliver it to the lender at the time of closing. Please note that the Bond must be signed by the City Clerk, the City Treasurer and the Mayor.

Finally, we have attached the Closing Certificate for execution by the City Clerk and the Mayor. Please review the Certificate for any inaccuracies and return the executed Certificate to our office.

Please call Emily Hammond, Jessica Vaught or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams
Marcia Woodke
Tracy Scebold
Alyson Fleming
Steve Troyer
Travis Squires

LOAN AND DISBURSEMENT AGREEMENT
\$1,559,000 TAXABLE WATER REVENUE BONDS

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of June 7, 2019 by and between the City of Grimes, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

(e) “Resolution” shall mean the resolution of the City Council of the Participant, adopted on May 14, 2019, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

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

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$1,559,000 (the “Loan”).

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (\$7,795), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 18. Repayment of Planning and Design Loan. The Participant entered into an Interim Loan and Disbursement Agreement with the Issuer to provide funds to pay the costs of planning and designing the Project. The Participant agrees to repay the Interim Loan and Disbursement Agreement on the date of this Agreement. Unless the Participant notifies the Issuer that the Participant intends to repay the Interim Loan and Disbursement Agreement from other funds, and the Issuer has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount due under the Interim Loan and Disbursement Agreement from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

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

CITY OF GRIMES, IOWA

By: _____
Mayor Scott Mikkelsen

Attest:

CityClerk

RochelleWilliams

IOWA FINANCE AUTHORITY

By: _____
Deborah Durham, Executive Director

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

TAXABLE WATER REVENUE BOND, SERIES 2019B

No. R-1

\$1,559,000

RATE	MATURITY	BOND DATE
1.75%	June 1, 2039	June 7, 2019

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

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

ONE MILLION FIVE HUNDRED FIFTY-NINE THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2019, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2020, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2039. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

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

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

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

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

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

The Bonds are not general obligations of the City but, together with the City's outstanding Water Revenue Bond, SRF Series 2000A, dated December 19, 2000; Water Revenue Bond, SRF Series 2000B, dated December 19, 2000; Water Revenue Bond, SRF Series 2013, dated July 26, 2013; Taxable Water Revenue Bond, SRF Series 2016, dated September 23, 2016; Water Revenue Bond, SRF Series 2019, dated March 8, 2019; Taxable Water Revenue Bond, SRF Series 2019A, dated April 12, 2019; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

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

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

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

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

CITY OF GRIMES, IOWA

By _____
Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF GRIMES

SS: CITY TREASURER'S CERTIFICATE

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

City Treasurer

ABBREVIATIONS

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: _____

Signature guaranteed:

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

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2020	\$66,000	2030	\$78,000
2021	\$67,000	2031	\$80,000
2022	\$68,000	2032	\$81,000
2023	\$69,000	2033	\$82,000
2024	\$71,000	2034	\$84,000
2025	\$72,000	2035	\$85,000
2026	\$73,000	2036	\$87,000
2027	\$74,000	2037	\$88,000
2028	\$76,000	2038	\$90,000
2029	\$77,000	2039	\$91,000

Estimated Amortization Schedule

City of Grimes Water Revenue Bond FS-77-18-DWSRF-016(3)



Loan summary

Loan Closing Date	Jun 7, 2019
Final Disbursement Date	Jun 5, 2020
Final Maturity Date	Jun 1, 2039
Loan Period in Years	20
Total Loaned Amount	\$ 1,559,000.00
0.5% Initiation Fee	7,795.00
Net Proceeds to Borrower	\$ 1,551,205.00
Annual Interest Rate	1.75%
Total Interest	\$ 295,935.07
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 42,276.44
Total Loan Costs	\$ 346,006.51

Estimated Draw Schedule

Initiation Fee -	Jun 7, 2019	7,795.00
P & D Payoff -	Jun 7, 2019	127,000.00
Estimated Draw #1-	Jun 7, 2019	210,000.00
Estimated Draw #2-	Jul 5, 2019	210,000.00
Estimated Draw #3-	Aug 2, 2019	210,000.00
Estimated Draw #4-	Aug 30, 2019	210,000.00
Estimated Draw #5-	Sep 27, 2019	210,000.00
Estimated Draw #6-	Oct 25, 2019	210,000.00
Estimated Draw #7-	Nov 22, 2019	159,205.00
Held for Final Docs -	Jun 5, 2020	5,000.00
Total Loaned Amount		1,559,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2019	1,394,795.00		7,571.39	1,081.63	8,653.02		1,394,795.00
Jun 1, 2020	1,554,000.00	66,000.00	13,667.15	1,952.45	81,619.60	90,272.62	1,488,000.00
Dec 1, 2020	1,493,000.00		13,062.78	1,866.11	14,928.89		1,493,000.00
Jun 1, 2021	1,493,000.00	67,000.00	13,063.75	1,866.25	81,930.00	96,858.89	1,426,000.00
Dec 1, 2021	1,426,000.00		12,477.50	1,782.50	14,260.00		1,426,000.00
Jun 1, 2022	1,426,000.00	68,000.00	12,477.50	1,782.50	82,260.00	96,520.00	1,358,000.00
Dec 1, 2022	1,358,000.00		11,882.50	1,697.50	13,580.00		1,358,000.00
Jun 1, 2023	1,358,000.00	69,000.00	11,882.50	1,697.50	82,580.00	96,160.00	1,289,000.00
Dec 1, 2023	1,289,000.00		11,278.75	1,611.25	12,890.00		1,289,000.00
Jun 1, 2024	1,289,000.00	71,000.00	11,278.75	1,611.25	83,890.00	96,780.00	1,218,000.00
Dec 1, 2024	1,218,000.00		10,657.50	1,522.50	12,180.00		1,218,000.00
Jun 1, 2025	1,218,000.00	72,000.00	10,657.50	1,522.50	84,180.00	96,360.00	1,146,000.00
Dec 1, 2025	1,146,000.00		10,027.50	1,432.50	11,460.00		1,146,000.00
Jun 1, 2026	1,146,000.00	73,000.00	10,027.50	1,432.50	84,460.00	95,920.00	1,073,000.00
Dec 1, 2026	1,073,000.00		9,388.75	1,341.25	10,730.00		1,073,000.00
Jun 1, 2027	1,073,000.00	74,000.00	9,388.75	1,341.25	84,730.00	95,460.00	999,000.00
Dec 1, 2027	999,000.00		8,741.25	1,248.75	9,990.00		999,000.00
Jun 1, 2028	999,000.00	76,000.00	8,741.25	1,248.75	85,990.00	95,980.00	923,000.00
Dec 1, 2028	923,000.00		8,076.25	1,153.75	9,230.00		923,000.00
Jun 1, 2029	923,000.00	77,000.00	8,076.25	1,153.75	86,230.00	95,460.00	846,000.00
Dec 1, 2029	846,000.00		7,402.50	1,057.50	8,460.00		846,000.00
Jun 1, 2030	846,000.00	78,000.00	7,402.50	1,057.50	86,460.00	94,920.00	768,000.00
Dec 1, 2030	768,000.00		6,720.00	960.00	7,680.00		768,000.00
Jun 1, 2031	768,000.00	80,000.00	6,720.00	960.00	87,680.00	95,360.00	688,000.00
Dec 1, 2031	688,000.00		6,020.00	860.00	6,880.00		688,000.00
Jun 1, 2032	688,000.00	81,000.00	6,020.00	860.00	87,880.00	94,760.00	607,000.00
Dec 1, 2032	607,000.00		5,311.25	758.75	6,070.00		607,000.00
Jun 1, 2033	607,000.00	82,000.00	5,311.25	758.75	88,070.00	94,140.00	525,000.00
Dec 1, 2033	525,000.00		4,593.75	656.25	5,250.00		525,000.00
Jun 1, 2034	525,000.00	84,000.00	4,593.75	656.25	89,250.00	94,500.00	441,000.00
Dec 1, 2034	441,000.00		3,858.75	551.25	4,410.00		441,000.00
Jun 1, 2035	441,000.00	85,000.00	3,858.75	551.25	89,410.00	93,820.00	356,000.00
Dec 1, 2035	356,000.00		3,115.00	445.00	3,560.00		356,000.00
Jun 1, 2036	356,000.00	87,000.00	3,115.00	445.00	90,560.00	94,120.00	269,000.00
Dec 1, 2036	269,000.00		2,353.75	336.25	2,690.00		269,000.00
Jun 1, 2037	269,000.00	88,000.00	2,353.75	336.25	90,690.00	93,380.00	181,000.00
Dec 1, 2037	181,000.00		1,583.75	226.25	1,810.00		181,000.00
Jun 1, 2038	181,000.00	90,000.00	1,583.75	226.25	91,810.00	93,620.00	91,000.00
Dec 1, 2038	91,000.00		796.25	113.75	910.00		91,000.00
Jun 1, 2039	91,000.00	91,000.00	796.25	113.75	91,910.00	92,820.00	0.00

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

419952-67

Grimes, Iowa

May 14, 2019

The City Council of the City of Grimes, Iowa, met on May 14, 2019, at 5:30 o'clock p.m., at the 101 NE Harvey Street, in the City. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO.05-1019

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$475,000

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

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

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$5,372,000 Sewer Revenue Bond, SRF Series 2000, dated December 19, 2000 (the “Series 2000 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its \$3,435,000 Taxable Sewer Revenue Bond, SRF Series 2016, dated November 4, 2016 (the “Series 2016 Bond”), a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutions”) authorizing the issuance of the Series 2000 Bond and the Series 2016 Bond (together, the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$475,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on May 28, 2019, at the Grimes City Hall, 101 NE Harvey Street, in the City, at 5:30 o’clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$475,000

(SEWER REVENUE)

The City Council of the City of Grimes, Iowa, will meet on May 28, 2019, at the Grimes City Hall, 101 NE Harvey Street, in the City, at 5:30 o'clock p.m., for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$475,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the City's Municipal Sanitary Sewer System.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Sewer Revenue Bond, SRF Series 2000, dated December 19, 2000; Taxable Sewer Revenue Bond, SRF Series 2016, dated November 4, 2016; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Grimes, Iowa.

Rochelle Williams
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$475,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this May 14, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

On motion and vote, the meeting adjourned.

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 aforementioned City, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk Rochelle Williams

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

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

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

Scott Mikkelsen	,	Mayor
Jake Anderson	,	City Administrator
Rochelle Williams	,	City Clerk
Marcia Woodke	,	City Treasurer
Jill Altringer	,	Council Member/Mayor Pro Tem
Jeremy Hamp	,	Council Member
Erik Johansen	,	Council Member
David Gisch	,	Council Member
Ryan Burger	,	Council Member

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk Rochelle Williams

OUTSTANDING DEBT CERTIFICATE:

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

I, the undersigned, City Clerk of the City of Grimes, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the “Utility”), except as follows:

Date	Type	Principal Amount Outstanding	Maturity
12-19-2000	Sewer Revenue	\$_____	06-01-2021
11-04-2016	Taxable Sewer Revenue	\$_____	06-01-2036

(Attach here a separate sheet listing any other outstanding obligations of the City secured by and payable from the revenues of the Utility excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk Rochelle Williams

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Please do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

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

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2019.

City Clerk Rochelle Williams

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

May 8, 2019

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: \$475,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 419952-67

Dear Jake:

We have prepared and attach proceedings for the May 14, 2019 City Council meeting to enable the Council to set May 28, 2019 as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement").

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution. Please print an extra copy for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher's affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Grimes. The last date on which this notice can be effectively published is May 24, 2019.

As soon as the notice appears in the newspaper, please have a copy emailed to lemke.susan@dorsey.com or faxed to our office at (515) 283-1060.

Please return one fully executed copy of all completed pages to us as soon as they are available.

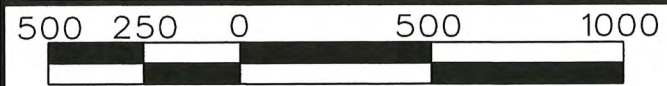
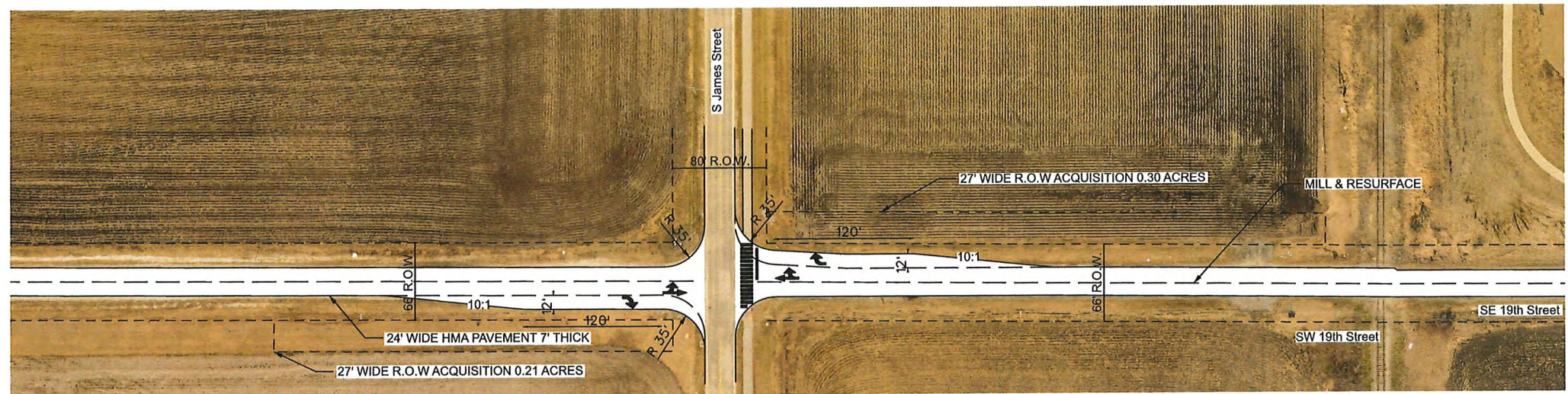
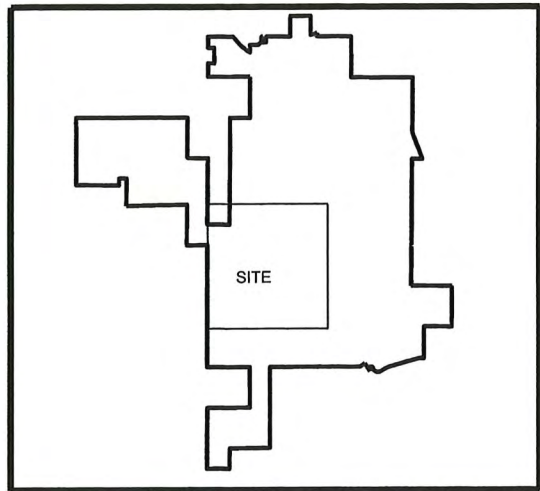
Please call Emily Hammond or me if you have questions.

Best regards,

John P. Danos

Attachments

cc: Rochelle Williams
Marcia Woodke
Tracy Scebold
Alyson Fleming
Steve Troyer
Travis Squires



SCALE: 1" = 500'

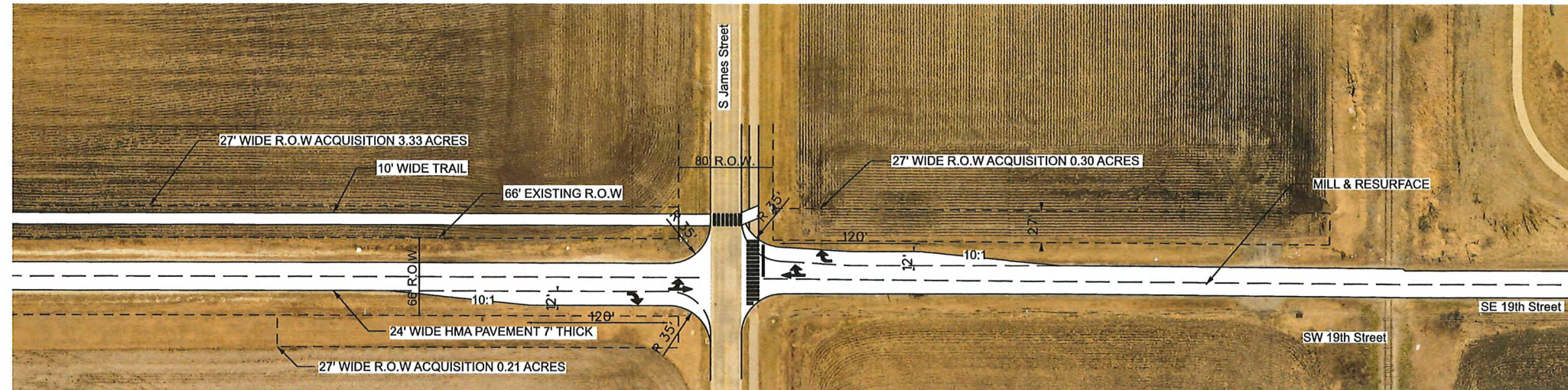
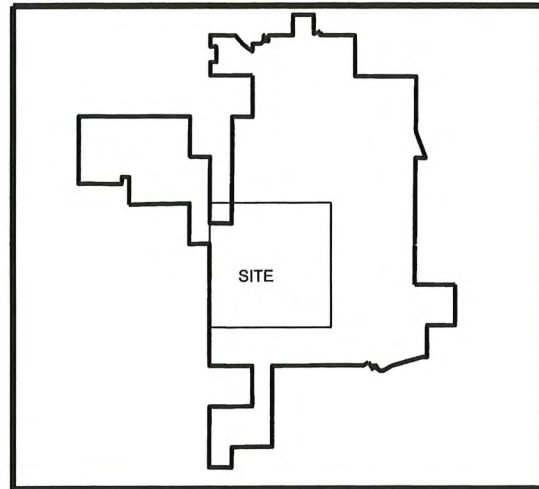
19TH ST & SW COUNTY LINE RD HMA PAVEMENT IMPROVEMENTS - OPTION A

CITY OF GRIMES

POLK COUNTY, IOWA



PROJECT 19015
04-30-2019



SCALE: 1" = 500'

19TH ST & SW COUNTY LINE RD HMA PAVEMENT IMPROVEMENTS - OPTION B

CITY OF GRIMES

POLK COUNTY, IOWA



PROJECT 19015
04-30-2019



April 29, 2019

Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

RE: Proposal for Professional Consultant Services-
2019 SW COUNTY LINE ROAD AND 19TH STREET HMA PAVEMENT PROJECT

Dear Mr. Wunder:

The City of Grimes desires to provide a hard surface pavement to access to Dallas-Center Middle School Project during construction and as a long term alternate access to the school. We understand the City desires to complete the above referenced project prior to the beginning of the Middle School and the Northern portion of SW County Line Road construction projects scheduled for the fall of 2019. We have reviewed the current conditions of 19th Street and SW County Line Road and recommend an HMA pavement project with minor subgrade modifications and minor drainage work. These roadways were included in the City of Grimes Capital Improvement Program for years 2024 and 2026, however the CIP is a flexible document and may be adjusted on a as needed basis. We understand the need for this adjustment due to the lack of paved access to the Middle School and the potential problems related to traffic travelling on the granular surfaced roadway. A map showing the limits of construction is enclosed for your review.

We propose a 24-foot wide 7 inch thick HMA pavement with a rural cross-section. The current 30-foot wide granular surfacing would be narrowed and used as a subbase for the pavement. The current surface(subbase) would be treated with fly-ash to a depth of 12 inches. Additionally, there are many areas that have poor subgrade and would need to be cored out to stabilize the subbase. Minor ditch work would be necessary for proper drainage. An added right turn lane on 19th Street in both directions at S. James Street would lessen the potential delays at the intersection. The added right turn lanes would require additional right-of-way. The estimated construction cost spreadsheet (Option A) is enclosed for your review. The estimated construction cost of the project based on preliminary review is \$1,593,960 (Option A).

We also reviewed the potential of adding a trail along the same route to access the Middle School (Option B). The trail could be located along the north side of 19th Street and along the West side of SW County Line Road. Additional right-of-way would be necessary for the installation of the trail. We recommend that if right-of-way is acquired then the City should acquire the right-of-way necessary at full build out of the roadway in the future. We suggest that the future right-of-way for 19th Street be 120 feet wide or 60 feet half width, which would require an additional 27 feet wide of right-of-way acquisition. The additional trail installation will require additional earthwork and drainage work as well. The estimated construction cost spreadsheet (Option B) is enclosed for your review. The estimated construction cost of the project based on preliminary review is \$2,400,000 (Option B).

LEE Chamberlin Consultant Engineers, PLLC, proposes to provide professional engineering services for the 2019 SW COUNTY LINE ROAD AND 19TH STREET HMA PAVEMENT PROJECT. We propose to provide professional services to design, produce project plans and specifications, contract documents, assist in the notice and letting process, review and tabulate bids, recommend a contract to award bid and administrate the resurfacing project. The professional services provided are for Option A, however should the City of Grimes desire to move forward with Option B we will provide a scope of services and fees for Option B.

We propose the following scope of services for the 2019 SW COUNTY LINE ROAD AND 19TH STREET HMA PAVEMENT PROJECT:

1. PROVIDE PRELIMINARY SURVEY INCLUDING TOPOGRAPHIC AND BOUNDARY WORK FOR THE RECOMMENDED ROADWAYS TO BE CONSTRUCTED.
2. PREPARE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS.
3. PROVIDE A NOTICE OF HEARING AND LETTING AND ASSIST THE CITY WITH THE PROCESS.
4. RECEIVE, REVIEW AND TABULATE BIDS. PROVIDE A BID TABULATION AND RECOMMENDATION OF THE CONTRACTOR TO AWARD CONTRACT.
5. ADMINISTRATE THE CONTRACT WITH THE AWARD CONTRACTOR, PREPARE PAY ESTIMATES FOR CITY APPROVAL, REVIEW MATERIALS, OBSERVE THE CONSTRUCTION AND REVIEW THE PROJECT FOR FINAL CITY APPROVAL.

The total cost of our professional services is estimated to be fifteen to twenty percent of the construction cost for this size of construction project. We estimate our fees not to exceed the amount of \$287,000, invoiced at our standard hourly rates, which is enclosed for your review. The total estimated project cost with contingency is \$2,040,269. Based on an effective date of May 14, 2019, we will complete our initial design scope of services by June 21, 2019. We anticipate the City Council will set a Public Hearing for approving the plans and specifications,

the receiving of bids and award of contract on July 9, 2019. This timeline is based on completing the construction by October of 2019. A Professional Service Agreement is enclosed for your review and potential approval.

We understand the City of Grimes has provided improvement projects in the past to help serve the needs of the community. We hope to provide insight, guidance and professional services for the HMA pavement project and are excited as well as honored to be able to help the City of Grimes through this process.

Thank you for your time and consideration of this proposal and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Lee", with a stylized flourish at the end.

Mark L. Lee, PE, PLS

OPTION A
ENGINEER'S ESTIMATE OF COST CITY OF GRIMES
SW 19TH HMA PAVING PROJECT

29-Apr-19

				ENGINEER'S ESTIMATE	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS				
1.1	Mobilization	LS	1	\$20,000.00	\$20,000.00
	EARTHWORK				
2.1	Excavation Class 10	CY	15000	\$6.00	\$90,000.00
2.2	Core Out	CY	5000	\$16.00	\$80,000.00
2.3	Subbase Prep	SY	22600	\$14.00	\$316,400.00
	STRUCTURES FOR SANITARY AND STORM				
3.1	24" RCP	LF	144	\$85.00	\$12,240.00
	STREETS AND RELATED WORK				
4.1	HMA BASE 5"	TON	5200	\$105.00	\$546,000.00
4.2	HMA SURFACE 2"	TON	2700	\$110.00	\$297,000.00
4.3	TESTING	LS	1	\$17,000.00	\$17,000.00
	TRAFFIC CONTROL				
5.1	Traffic Control	LS	1	\$20,000.00	\$20,000.00
5.2	PAVEMENT MARKING	LS	1	\$10,000.00	\$10,000.00
6.1	SEEDING	LS	1	\$15,000.00	\$15,000.00
6.2	SILT FENCE	LF	7000	\$3.50	\$24,500.00
7.1	INTERSECTION ROW	ACRE	0.32	\$35,000.00	\$11,200.00
7.2	INTERSECTION HMA	LS	1	\$20,720.00	\$20,720.00
7.3	INTERSECTION PAVEMENT MARKING	LS	1	\$2,000.00	\$2,000.00
7.4	INTERSECTION EXCAVATION CLASS 10	CY	4500	\$6.00	\$27,000.00
8.1	19TH MILLING	SY	4000	\$5.00	\$20,000.00
8.2	19TH PATCHING	TON	55	\$120.00	\$6,600.00
8.3	19TH SURFACE	TON	530	\$110.00	\$58,300.00
LEE Chamberlin Consultant Engineers, PLLC				CONSTRUCTION COST:	\$1,593,960
				ENGINEERING COST:	\$286,913
				CONTINGENCY:	\$159,396
				TOTAL COST:	\$2,040,269

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

LEE CHAMBERLIN CONSULTANT ENGINEERS & CITY OF GRIMES

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the City of Grimes, Iowa hereinafter referred to as the "City" and LEE Chamberlin Consultant Engineers, PLLC, 3117 115th Street, Van Meter, Iowa 50261, hereinafter referred to as the "Engineer", in consideration of the mutual promises contained herein.

The professional engineering services obtained by the City under this agreement concern the following described project hereinafter referred to as the "Project":

PROJECT NUMBER: 19018

PROJECT NAME: 2019 CITY OF GRIMES SW COUNTY LINE ROAD AND SW 19TH STREET HMA PAVEMENT PROJECT

PROJECT DESCRIPTION: HMA PAVEMENT PROJECT ON SW COUNTY LINE ROAD FROM SW 19TH STREET TO THE SOUTH EDGE OF THE MIDDLE SCHOOL AND SW 19TH STREET FROM SW COUNTY LINE ROAD TO S JAMES STREET WITH INTERSECTION WIDENING AT SW 19TH STREET AND S JAMES AND RESURFACING OF SW 19TH STREET WEST OF S JAMES.

The professional engineering services to be provided under this agreement consist of those phases A through H checked below. A more particular description of each phase is contained in Section II, "Basic Services", of the agreement.

Description

- ☐ A. Study and Report Phase
- ☒ B. Preliminary Survey Phase
- ☒ C. Preliminary Design Phase
- ☒ D. Final Design Phase
- ☒ E. Bidding Phase
- ☒ F. Construction Survey and Layout Phase
- ☒ G. Construction Administration and Inspection Phase
- ☐ H. Additional Services

SECTION I. GENERAL

A. ENGINEER

The Engineer shall provide professional engineering services for the City in all phases of the Project to which this agreement applies, serve as the City's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to the City during the performance of services hereunder. All services provided hereunder shall be performed by the Engineer in accordance with generally accepted Engineering standards to the satisfaction of the City.

B. NOTICE TO PROCEED

The Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed by City representative.

C. TIME

The Engineer shall begin work on each successive phase promptly after receipt of the Notice to Proceed and shall devote such personnel and materials to the Project so as to complete each phase in an expeditious manner within the time limits set forth in Section II. Time is of the essence to this agreement.

D. CITY'S REPRESENTATIVE

The City's representative to the Engineer shall be the Public Works Director or his or her designees assigned in writing.

E. SUBCONSULTANTS

Engineer may contract for the services of sub-consultants to assist Engineer in the performance of the services to be provided by Engineer hereunder but the selection of any sub-consultant to perform such services shall be subject to the prior written approval of the Public Works Director. Engineer shall remain responsible for all aspects of any services provided by such sub-consultants to City under this Agreement. City shall reimburse Engineer for sub-consultant services under the categories of services to be provided by Engineer under Phases A through H as applicable and within the amounts allocated for such services pursuant to Section V.D below.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE

☐ Included in this agreement

☒ Not included in this agreement

The Engineer shall:

1) City's Requirements

Review available data and consult with the City to clarify and define the City's requirements for the Project.

2) Advise Regarding Additional Data

Advise the City as to the necessity of the City's providing or obtaining from others data or services of the types described in Section III.C, in order to evaluate or complete the Project and, if directed by the City's representative, act on behalf of the City in obtaining other data or services.

3) Technical Analysis

Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

4) Economic Analysis

Provide a general economic analysis of various alternatives based on economic parameters and assumptions provided by the City.

5) Report Preparation

Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City and setting forth the Engineer's findings and recommendations with opinions of probable total costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

6) Report Presentation

Furnish three copies of the report and present and review the report in person with the City as the City Representative shall direct.

7) Supplementary Duties

The duties and responsibilities of Engineer during the Study and Report Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Study and Report Phase shall be completed and report submitted by NA.

B. PRELIMINARY SURVEY PHASE

X Included in this agreement

_____ Not included in this agreement

After written authorization by the City's representative to proceed with the preliminary survey phase, the Engineer shall:

1) General

Perform topographic survey as necessary to prepare the design and provide Construction Survey and Layout as described in Section II.F

2) Boundary Survey

Perform boundary survey if checked.

3) Document Presentation

Furnish a CADD file of the survey base map to the City. Files shall be in the software specified in the Engineering Guidelines for Professional Engineering Services and Developments described in Section I.E.

4) Supplementary Duties

The duties-responsibilities of the Engineer during the preliminary survey phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The preliminary survey phase shall be completed and submitted by 5-20-19

C. PRELIMINARY DESIGN PHASE

X Included in this agreement

_____ Not included in this agreement

After written authorization by the City's Representative to proceed with the Preliminary Design Phase, the Engineer shall:

1) Preliminary Design Documents

Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

2) Revised Project Costs

Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project costs.

3) Preparation of Grants; Environmental Statements

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project, preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documentation prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4) Renderings and Models

Providing renderings or models for the City's use.

5) Economic Analysis

Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the City in obtaining licensing; detailed quantity surveys of material, equipment and labor; and audits of inventories required in connection with construction performed by the City.

6) Document Presentation

Furnish three copies of the above preliminary design documents and present and review such documents in person with the City as the City Engineer may direct.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Preliminary Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Preliminary Design Phase shall be completed and report or plan submitted by 6-4-19.

D. FINAL DESIGN PHASE

X Included in this agreement

Not included in this agreement

1) Drawings and Specifications

On the basis of the accepted preliminary design documents and the revised opinion of probable Project costs, prepare for incorporation in the contract documents Construction Plans to show the character and extent of the Project and specifications.

2) Approvals of Governmental Entities

Furnish to the City such documents and design data as may be required for, and prepare the required documents so that the City may apply for approvals and permits of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

3) Adjusted Project Costs

Advise the City of any adjustments to the latest opinion of probable Project costs, identify cause of change and furnish a revised opinion of probable Project cost based on the drawings and specifications.

4) Contract Document Preparation

Prepare for review and approval by the City, its Attorney and other advisors, contract agreement forms, general conditions and supplementary conditions and (where requested) bid forms, invitations to bid and instructions to bidder, including for federally funded Projects, all documentation, including wage determinations, in order to comply with Davis-Bacon Act or City code requirements, and assist in the preparation of other related contract documents. To the extent possible, the Engineer will follow the document format supplied by the City and use the standard terms and conditions supplied by the City in preparation of these documents.

5) Real Estate Acquisition: Legal Description

Based on preliminary design documents, furnish a legal description and recordable reproducible 8-1/2" X 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project.

6) Document Presentation

Furnish three copies of the above documents and present and review them in person with the City.

7) Supplementary Duties

The duties and responsibilities of the Engineer during the Final Design Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The Final Design Phase shall be completed and contract documents submitted by 6-21-19.

E. BIDDING PHASE

X Included in this agreement

Not included in this agreement

The Engineer shall:

1) Assist in Bidding

Assist the City in obtaining bids for each separate City contract for construction, materials, equipment and services.

2) Advise Regarding Contractors and Subcontractors

Consult with and advise the City as to the acceptability of subcontractors and other persons and organizations proposed by the City's contractor(s) (hereinafter called "Contractor(s)" for those portions of the work as to which such acceptability is required by the bidding documents).

3) Consult Regarding Substitutes

Consult with and advise the City as to the acceptability of substitute materials and equipment proposed by the contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

4) Evaluation of Bids

Assist the City in evaluating bids or proposals and in assembling and awarding contracts.

5) Supplementary Duties

The duties and responsibilities of the Engineer during the Bidding Phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

6) Completion Time

The bidding phase shall be completed by 7-9-19.

F. CONSTRUCTION SURVEY AND LAYOUT PHASE

X Included in this agreement

Not included in this agreement

1) General

This phase of work may or may not be performed in conjunction with Phase G, "Construction Administration and Inspection Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase G are to be provided unless specifically indicated in this agreement.

2) Duties

The Engineer shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Engineer shall be sufficient to permit the construction contractor to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.

3) Accuracy

The Engineer shall provide the horizontal and vertical control points within the same measurement

tolerances as the construction tolerances established in the Project specifications. The Engineer shall be responsible for the accuracy of the control points which are established. The Engineer shall be responsible for costs which may result from errors in placement of control points. The Engineer shall be required to establish control points at Engineer's costs only one time. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Engineer and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City. The Engineer shall take all reasonable and customary actions to protect the control points established by the Engineer.

4) Supplementary Duties

The duties and responsibilities of the Engineer during the construction survey and layout phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

5) Completion Time

The construction survey & layout phase shall be completed by 10-15-19

G. CONSTRUCTION ADMINISTRATION AND INSPECTION PHASE

X Included in this agreement

Not included in this agreement

1) General Duties

Consult with and advise the City and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. This phase of the work may or may not be performed in conjunction with Phase F "Construction Survey and Layout Phase" of this agreement. Inclusion of this phase in the agreement does not imply that services identified under Phase F are to be provided unless specifically indicated in this agreement.

2) Construction Inspection and Reporting

Make visits to the site with sufficient frequency at the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the contractor(s) and to insure that such work is proceeding in accordance with the contract documents. During such visits and on the basis of on-site observations, the Engineer shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

3) Warranty Inspection

Eleven months following construction completion, conduct an inspection to document any items to be repaired by the contractor under the conditions of the construction contract warranty. Submit work to be corrected to the Contractor and the City.

4) Review of Technical and Procedural Aspects

Review and approve (or take other appropriate action in respect to Shop Drawings), the results of tests and inspections and other data which each contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the contractor(s), and receive and review (for general content as required by the specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s).

5) Contract Documents

Receive from each contractor and review for compliance with contract documents all required document submissions including but not limited to performance and payment bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City for final approval.

6) Conferences and Meetings

Attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of the minutes thereof

including to the City.

7) Records

- a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
- b) Keep a diary or log book, recording the contractor's hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City. Take multiple photographs of the Work and keep a log and file of the photos. Specifically maintain records of acceptance and rejection of materials and workmanship.
- c) Record names, addresses and telephone numbers of all the contractors, subcontractors, and major suppliers of materials and equipment.

8) Reports

- a) Furnish the City periodic reports, as required, on progress of the work and of the contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
- b) Consult with the City, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c) Draft proposed change orders and work directive changes, obtaining back-up material from the contractor, and make recommendations to the City regarding change orders, work directive changes and field orders.
- d) Report immediately to the City upon the occurrence of any accident.

9) Contract Interpretation, Review of Quality of Work

Issue all instruction of the City to the contractor(s); issue necessary interpretations and clarifications of the contract Documents and in connection therewith prepare change orders as required, subject to the City's approval; have authority, as the City's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under and make decisions on all claims of the contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

10) Change Orders and Revisions

Prepare change orders to reflect changes in the Project requested or approved by the City, evaluate substitutions proposed by the contractor(s) and make revisions to drawings and specifications occasioned thereby, and provide any additional services necessary as the result of significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

11) Review of Applications for Payment

Based on the Engineer's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amount owing to the contractor(s) and recommend in writing payments to the contractor(s) in such amounts; such recommendations of payment will constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated, that, to the best of the Engineer's knowledge, information and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the contractor(s).

12) Determination of Substantial Completion

Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each contractor

has fulfilled all of his obligations there under so that the Engineer may recommend, in writing, final payment to each contractor and may give written notice to the City and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).

13) Authority and Responsibility

The Engineer shall not guarantee the work of any contractor or subcontractor, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. If the Engineer determines that there are deficiencies in materials or workmanship on the Project, or otherwise deems it to be in the best interest of the City to do so, the Engineer shall be responsible to stop any contractor or subcontractor from performing work on the Project, until conditions giving rise to this need, therefore, are rectified.

14) Engineer Not Responsible for Acts of Contractor

The Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' or employees or any other person (except the Engineer's own employees and agents) at the site or otherwise performing any of the contractor(s) work; however, nothing contained in this paragraph shall be construed to release the Engineer from liability for failure to properly perform duties undertaken by him in these contract documents or this agreement.

15) Preparation of Record Drawings

The Engineer shall prepare a set of record drawings in accordance with the Engineering Guidelines for Professional Engineering Services and Development described in Section I.E.

16) Manuals

The Engineer shall furnish operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, and adjusting and balancing); and training personnel for operation and maintenance.

17) Supplementary Duties

The duties and responsibilities of the Engineer during the construction administration and inspection phase shall also include any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

18) Completion Time

The construction administration and inspection phase shall be completed by 10-15-19

H. ADDITIONAL SERVICES

 Included in this agreement

 X Not included in this agreement

If authorized in writing by the City, the Engineer shall furnish or obtain other additional services of the following types which are not considered normal or customary basic services except to the extent specifically provided in Section II; these will be paid for by the City as indicated in Section V.

1) Significant Changes

Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, City's schedule or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond the Engineer's control.

2) Alternate Bid Documents

Preparing documents for alternate bids requested by the City for contractor(s)' work which is not executed or documents for out-of-sequence work.

3) Services Resulting from Acts Beyond Engineer's Control

Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of the contractor(s) as determined by the city representative, (3) prolongation of the contract time due to delays by the contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by the contractor.

4) Services After Construction Phase

Services after completion of the construction phase excluding the warranty inspection.

5) Legal Proceedings

Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

6) Services Not Otherwise Provided

Additional services in connection with the Project, including services normally furnished by the City and services not otherwise provided for implicitly or by fair implication of this agreement.

7) Supplementary Duties

The following additional services have been identified and are included in the Additional Services Phase any additional duties and responsibilities to be provided pursuant to the Engineer's proposal attached as Exhibit B.

8) Completion Time

The time limit to complete additional services cannot be fully specified in this agreement because the full nature and full extent of additional services are unknown.

SECTION III. CITY'S RESPONSIBILITIES

A. FURNISH REQUIREMENTS AND LIMITATIONS

Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

B. FURNISH INFORMATION

Assist the Engineer by placing at the Engineer's disposal all available information reasonably known to and in possession of the City.

C. REVIEW DOCUMENTS

Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Engineer.

D. OBTAIN APPROVALS AND PERMITS

Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

E. ACCOUNTING, LEGAL AND INSURANCE SERVICE

Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such auditing service as the City may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract, and such inspection services as the City may require to ascertain that the contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

F. NOTIFY THE ENGINEER OF DEFECTS OR DEVELOPMENT

Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).

G. COSTS OF THE CITY'S RESPONSIBILITIES

Bear all costs incident to compliance with the requirements of this Section III.

SECTION IV. GENERAL CONSIDERATIONS

A. SUCCESSORS AND ASSIGNS

The City and the Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this agreement; the Engineer shall not assign, sublet, or transfer their respective interests in this agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Engineer.

B. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work product developed by the Engineer in connection with this Project shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Engineer by the City on extensions of this Project or any other Project without written permission of the Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

C. ESTIMATES OF COST (COST OPINION)

Estimates of construction cost provided are to be made on the basis of the Engineer's experience, qualifications and the best of their professional judgment, but the Engineer does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

D. INSURANCE

1) Engineer shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Iowa unless Engineer shall have successfully demonstrated to the City Attorney, in the reasonable exercise of his or her discretion that such insurance is not reasonably available in the market. If the Engineer demonstrates to the reasonable satisfaction of the City Attorney that such insurance requires hereunder is not reasonably available in the market, the City Attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the city which is reasonably available.

- a) Workers' compensation insurance in accordance with the laws of the State of Iowa.
- b) Public Liability Insurance and Automobile Liability Insurance with limits not less than **\$1,000,000** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- c) Professional Liability Insurance in an amount not less than **\$1,000,000** Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Engineer hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in event of any change, Engineer agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
- d) **City of Grimes shall be named as Additional Insured** under the Public Liability and Automobile Liability, or as an alternate, Engineer may provide Owners-Contractors Protective policy, naming himself and City of Grimes. Engineer shall also provide evidence of Statutory Iowa Workers' Compensation Insurance. Engineer to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the

provisions of the underlying insurance policy included. The City of Grimes does not represent or guarantee that these types or limits of coverage are adequate to protect the Engineer's interests and liabilities.

- e) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than the notice provisions contained in the underlying insurance policy or policies. In addition, Engineer commits to provide to City notice to City at least 30 days prior to any change of the policy or coverages.
- 2) The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Engineer, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Engineer, its employees, agents and representatives in the performance of work covered by this Agreement.
- 3) Certificates showing that Engineer is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- 4) The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Engineer.
- 5) The certificates shall provide that the policies shall not be cancelled during the life of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- 6) Except as provided for in Section IV D.1.d) above, Engineer hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section IV or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section IV. D of this Agreement, the term, "changed", shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City.

E. HOLD HARMLESS

The Engineer agrees that it shall defend, indemnify and hold harmless the City of Grimes and its officers, agents, servants and employees from any and all claims including claims for contribution or indemnity, demands, suits, judgments, costs and expenses asserted by any person or persons including agents or employees of the City of Grimes or the Engineer by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Engineer or its employees while engaged in the execution or performance of services under this Agreement except to the extent that such indemnification is specifically prohibited by the State of Iowa. Engineer shall not be required to indemnify City for claims of liability arising out of the sole negligent or intentional acts or omission of the City but shall be specifically required to and agrees to defend and indemnify City in all cases where claims of liability against the City arise out of acts or omissions which are passive or derivative of the negligent or intentional acts or omissions of Engineer, including but not limited to, the failure of the City to supervise, the failure to warn, the failure to prevent such acts or omission by Engineer and any other such source of liability. On ten days written notice from the City of Grimes, the Engineer shall appear and defend all lawsuits against the City of Grimes growing out of such injuries or damages.

F. TERMINATION

- 1) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- 2) This agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Engineer is given (1) not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the City prior to termination.

3) Upon receipt of a notice of intent to terminate from the City pursuant to this agreement, the Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Engineer in performing this agreement, whether completed or in process.

4) Upon termination pursuant to this agreement, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. LAWS, RULES AND REGULATIONS

The Engineer agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, State of Iowa, the City of Grimes and their respective agencies and instrumentalities which are applicable to the work and services to be performed hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this agreement shall be construed to make the Engineer an employee or partner of the City. The Engineer shall at all times hereunder be construed to be an independent contractor.

I. FEDERAL FUNDING

If Federal Funds (i.e. HUD, FEMA, Revenue Sharing) are utilized as a source of Project funding, the Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

J. AMENDMENT OF AGREEMENT

This agreement shall be amended or supplemented only in writing and executed by both parties hereto.

SECTION V. PAYMENT

A. BASIS OF BILLING

City shall pay the Engineer an amount based on hourly rates not to exceed \$287,000 for all services rendered under Section II Phases A through H, including any and all Project-related expenses such as travel, reproduction of reports and drawings, tolls, mileage, etc.. For the purposes of this agreement, the principals and employees of the Engineer and their hourly rates are set forth in Exhibit A.

B. PAYMENT FOR WORK COMPLETED

1) Monthly progress payments may be requested by the Engineer for work satisfactorily completed and shall be made by the Public Works Director as soon as practicable upon submission of statements requesting payment by the Engineer to the City.

2) No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Engineer under this agreement without the prior authorization of the City. These estimates have been prepared by the Engineer and supplemented or accompanied by such supporting data as may be required by the City.

3) Upon satisfactory completion of the work performed hereunder, and prior to final payment under this agreement, and as a condition precedent thereto, the Engineer shall execute and deliver to the City a release of all claims against the City arising under or by virtue of this agreement.

4) In the event of termination by City under Section IV.F., upon the completion of any phase of the Basic Services, progress payments due Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Engineer to render Basic Services, and paid for services rendered during that phase on the basis of hourly rates defined in Exhibit A of this agreement for services rendered during that phase to date of termination by Engineer's principals and employees engaged directly on the Project. In the event of any

such termination, Engineer will be paid for all unpaid additional services plus all termination expenses. Termination expenses mean additional expenses directly attributable to termination, which, if termination is at City's convenience, shall include an amount computed as a percentage of total compensation for basic services earned by Engineer to the date of termination as follows: 10% of the difference between the amount which the Engineer has earned computed as described in paragraphs A and B of this section and the maximum payment amount described in paragraph D of this section. The above applies only if termination is for reasons other than the fault of the Engineer.

C. STANDARD PAYMENT

The Engineer shall complete all services described in Section II.A through G including all attachments to Section II for an amount including all Project-related expenses for the estimated amounts shown hereunder:

<u>Section II</u>	<u>Description</u>	<u>Estimated Compensation</u>
A.	Study and Report Phase	\$ 0
B.	Preliminary Survey Phase	\$ 20,000
C.	Preliminary Design Phase	\$ 115,000
D.	Final Design Phase	\$ 55,000
E.	Bidding Phase	\$ 10,000
F.	Construction Survey and Layout Phase	\$ 25,000
G.	Construction Administration and Inspection Phase	\$ 62,000
TOTAL		\$ 287,000

The maximum compensation for all phases A through G shall not exceed (Two Hundred Eighty-seven thousand) **Dollars.**

D. PAYMENT FOR ADDITIONAL SERVICES

City shall pay the Engineer for all additional services rendered under Section II.H an amount based on hourly rates shown in Exhibit A for services rendered by principals and employees assigned to the Project. The maximum payment described in Section V.C shall not apply to additional services.

The Engineer and City agree that the full extent of additional services may be unknown. Those additional services which have been identified are described in Section II.H, and that payment for those additional services is estimated to be \$ 0.

E. TOTAL NOT TO EXCEED:

All payments under this Contract are not to exceed \$ 287,000.

SECTION VI. SPECIAL PROVISIONS

The following exhibits are attached to and made part of this agreement:

- 1) 2 0 1 9 LEE Chamberlin
Consultant Engineers Hourly Rates
- 2) Engineer's Proposal Letter

In the event of a conflict between the agreement and any Exhibit, the terms of the Agreement will be controlling.

SECTION VII. COUNTERPARTS

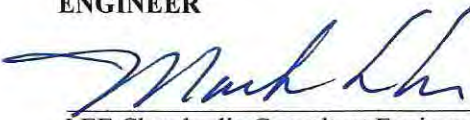
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF GRIMES-Client

ENGINEER

By:

 5-6-19
LEE Chamberlin Consultant Engineers Date

Public Works Director

Mayor



Title of Representative

Attest:

City Clerk

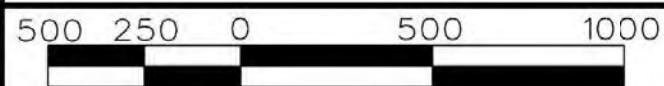
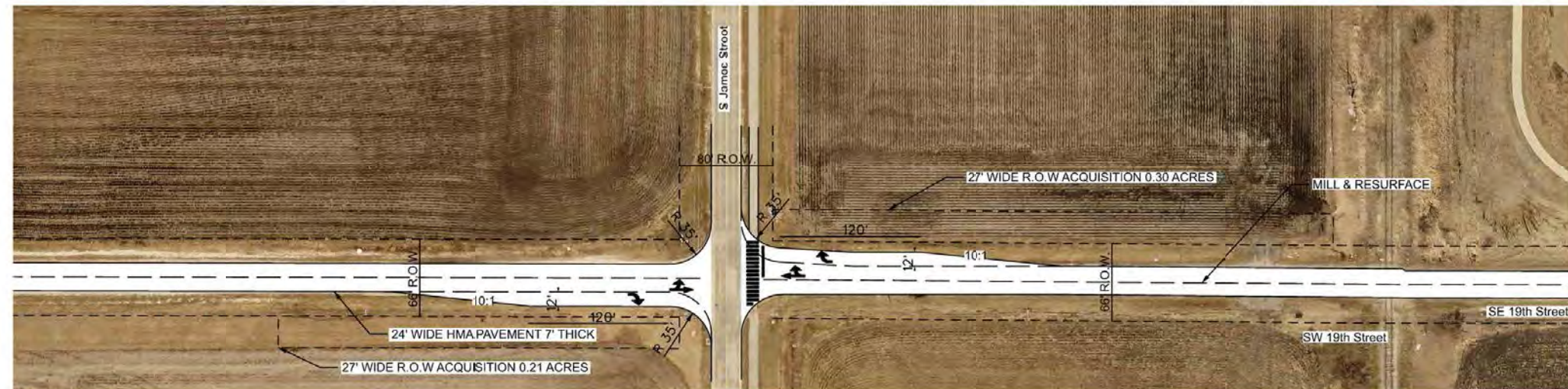
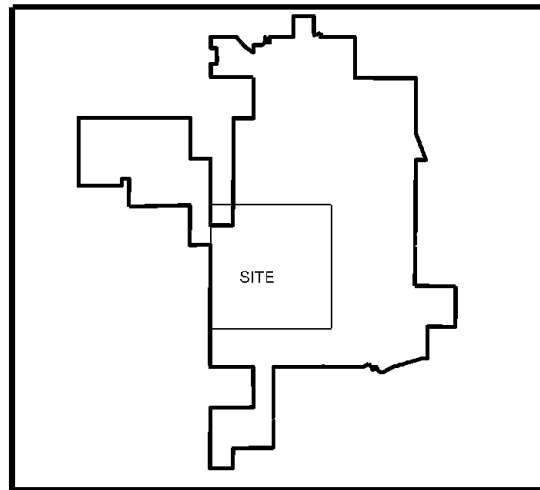
Date Attested: _____

2019 SCHEDULE OF RATES

for
LEE Chamberlin Consultant Engineers, PLLC

Position	Amount Per Hour
Senior Engineer	\$195
Civil Engineer	\$145
Land Surveyor	\$130
Engineer-In-Training	\$85
GPS Technician	\$110
Senior Technician	\$115
Technician I	\$75
Technician II	\$95
Survey Crew — 2 Man	\$150
Survey Crew — 3 Man	\$180
Survey Crew — GPS	\$210
Clerical	\$65

Professional fees are based on the rates listed above and apply for the calendar year 2019. Additional fees may be charged for reproduction and mileage. Mileage may be charged at \$0.55 per mile, and 24"x36" copies at \$3.50 per sheet.



SCALE: 1" = 500'

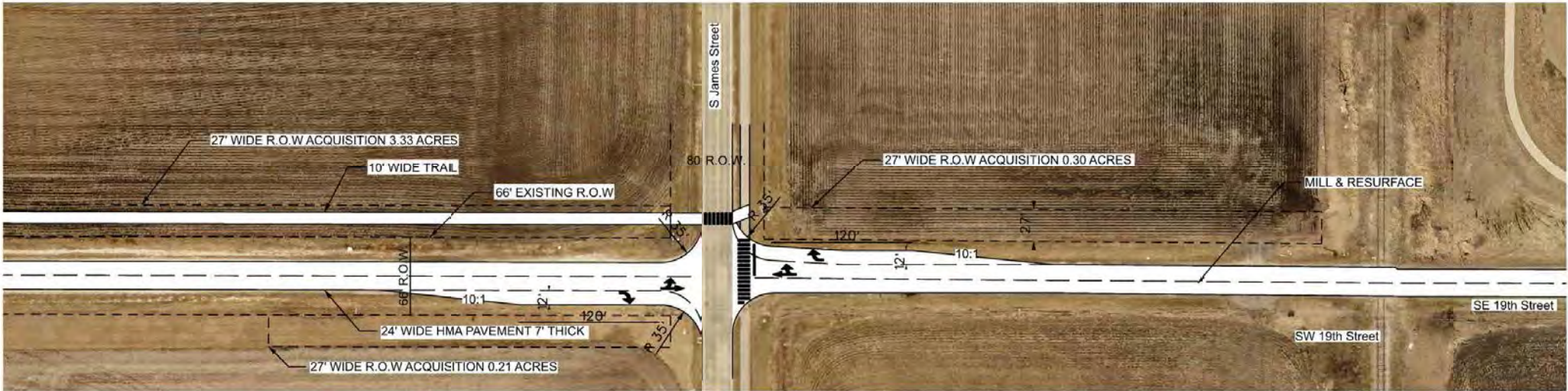
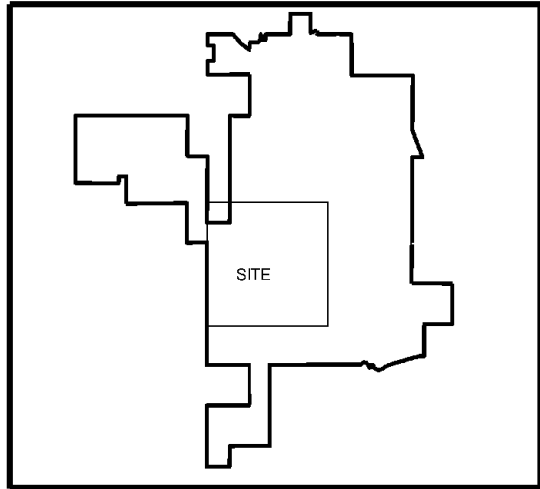
19TH ST & SW COUNTY LINE RD HMA PAVEMENT IMPROVEMENTS - OPTION A

CITY OF GRIMES

POLK COUNTY, IOWA



PROJECT 19015
04-30-2019

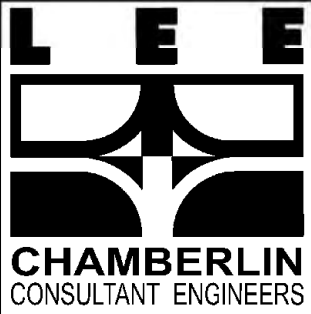


SCALE: 1" = 500'

19TH ST & SW COUNTY LINE RD HMA PAVEMENT IMPROVEMENTS - OPTION B

CITY OF GRIMES

POLK COUNTY, IOWA



PROJECT 19015
04-30-2019



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No.
For Meeting of 5/14/2019

AGENDA HEADING: SW County Line Road and 19th Street HMA Pavement Project

SYNOPSIS: The City of Grimes will need to construct a hard surface pavement to access the Dallas Center-Grimes Middle School Project during construction and as a long-term alternate access to the school. We have reviewed the current project conditions of 19th Street and SW County Line Road and recommend a pavement project with minor subgrade modifications and minor drainage work.

FISCAL IMPACT: Entire cost for construction and engineering for Option A is estimated at 2,040,269.00. Project is identified on CIP and funding will come from 2020 fiscal year bond funds.

PREVIOUS COUNCIL ACTION(S): NA

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff has reviewed this project and recommends approval of Option A. Staff will continue to have discussions with City of Urbandale about pavement improvements to County Line Road south of 19th street. Option A does include additional turn lanes for increased traffic flow at intersection of 19th and South James. Project scope also includes milling and overlaying from intersection of South James and SE 19th to divided section of SE 19th.

Weston Wunder
Public Works Director



April 17, 2019

Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

RE: Proposal for Professional Consultant Services-
2019 CITY OF GRIMES INTERSECTION IMPROVEMENT-NORTH MAIN STREET AND NE
BEAVERBROOKE BLVD

Dear Mr. Wunder:

We understand the City desires to improve this intersection to improve the public safety of this roadway crossing. This intersection improvement has been rescheduled for construction in 2019 in the City of Grimes Capital Improvement Program. Please refer to the STREETS map, and the probable construction cost estimate Master Spreadsheet included in the City of Grimes CIP for detailed information about this project. The main purpose of the project is moving the pedestrian crossing on Beaverbrooke Boulevard from the east side of the intersection to the west side of the intersection to avoid the conflict with the exiting school traffic and to install rapid flashing beacons to ensure a safe crossing for the pedestrians.

LEE Chamberlin Consultant Engineers, PLLC, proposes to provide professional engineering services for the 2020 CITY OF GRIMES INTERSECTION IMPROVEMENT-NORTH MAIN STREET AND NE BEAVERBROOKE BLVD project. We propose to provide professional services to design, produce project plans and specifications and assist the Public Works Department in the construction of the intersection improvements.

We propose the following scope of services for the 2020 CITY OF GRIMES INTERSECTION IMPROVEMENT-NORTH MAIN STREET AND NE BEAVERBROOKE BLVD project:

1. REVIEW AND COLLECT DATA FOR THE INTERSECTION TO BE IMPROVED.
2. PREPARE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS.

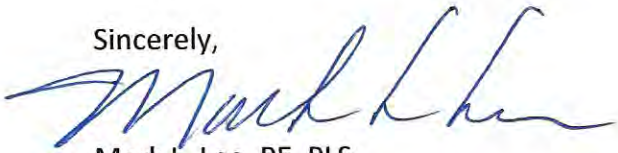
3. PROVIDE ASSISTANCE TO THE PUBLIC WORKS DEPARTMENT IN PURCHASING THE PROPER MATERIALS AND EQUIPMENT FOR THE INTERSECTION IMPROVEMENTS.
4. PROVIDE ASSISTANCE TO THE PUBLIC WORKS DEPARTMENT DURING THE CONSTRUCTION OF THE IMPROVEMENTS AND THE INSTALLATION OF THE PED CROSSING EQUIPMENT.

The total cost of our professional services is estimated to be fifteen to twenty percent of the construction cost for this size of construction project. We estimate our fees not to exceed the amount of \$12,000, invoiced at our standard hourly rates, which is enclosed for your review. Based on an effective date of April 23, 2019, we will complete our initial design scope of services by May 15, 2019, with proposed construction to be completed by June 21, 2019. A Professional Service Agreement is enclosed for your review and potential approval.

We understand the City of Grimes has provided intersection improvements projects in the past to help serve the needs of the community. We hope to provide insight, guidance and professional services for the North Main Street and NE Beaverbrooke Blvd project and are excited as well as honored to be able to help the City of Grimes through this process.

Thank you for your time and consideration of this proposal and we look forward to working with you.

Sincerely,



Mark L. Lee, PE, PLS



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No.
For Meeting of 5/14/2019

AGENDA HEADING: NE Beaverbrooke and North Main Intersection Improvements

SYNOPSIS: The intersection at NE Beaverbrooke and North Main has been identified as an area for improvement for safety of Grimes residents. This project will improve the intersection by reconfiguring the cross walk and addition of rapid flashing beacons to ensure a safe crossing for pedestrians. Project will be designed and administered by Lee Chamberlin Consultant Engineers and construction will be primarily completed by the Public Works.

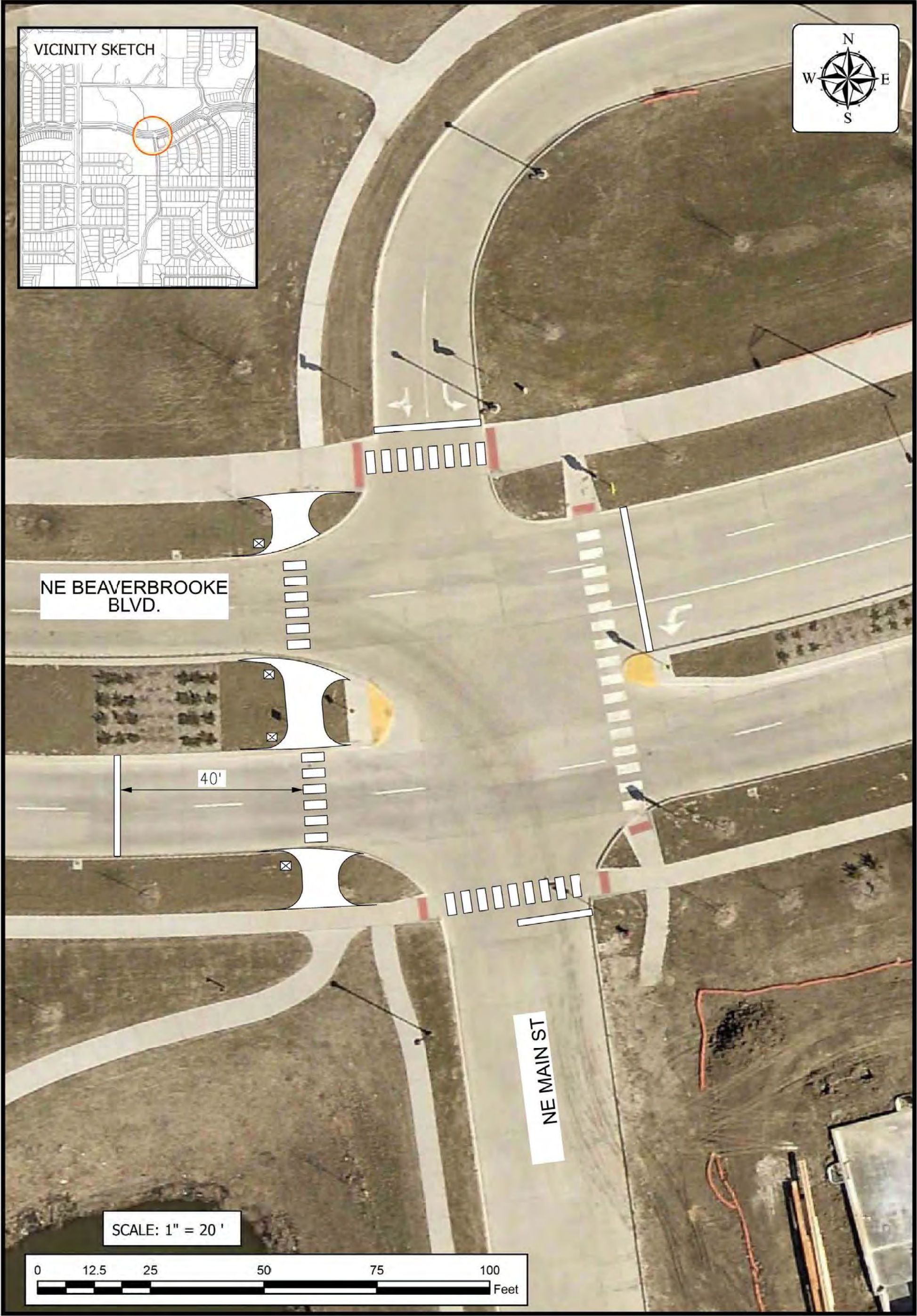
FISCAL IMPACT: Funding being provided by bond funds in current fiscal year. Project is budgeted for 72,000.00 including design and construction.

PREVIOUS COUNCIL ACTION(S): Council and Safety Committee have directed staff to improve this intersection.

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends approval of service agreement and authorization to order materials to complete project.

Weston Wunder
Public Works Director



INTERSECTION MODIFICATION 2019 IM-2
CITY OF GRIMES
POLK COUNTY, IOWA

PROJECT 19014





101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

ORDINANCE #727

AN ORDINANCE TO AMEND THE GRIMES CODE OF ORDINANCES CHAPTER 108.06 TO PROVIDE FOR THE INCREASE IN THE CHARGE FOR THE COLLECTION OF RECYCLABLE MATERIALS FROM ~~\$2.68~~ TO \$3.43 EFFECTIVE JULY 01, ~~2018~~ 2019

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

SECTION 1. Purpose. The purpose of this ordinance is to amend the Code of Ordinances Chapter 108.06 to provide for the increase in the charge for the collection of recyclable materials from \$2.68 to \$3.43. The rate includes a \$0.01 rate increase and a \$0.74 processing fee per household per contract with Metro Waste Authority.

SECTION 2. Amendment.

Grimes Code of Ordinances Section 108.06 shall be amended to read as follows:

C. The monthly charge shall be ~~\$2.68~~ to \$3.43 effective July 01, ~~2018~~ 2019.

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

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

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

Passed by the Grimes City Council on April 23, 2019

Mayor Scott Mikkelsen

Rochelle Williams, City Clerk



101 North East Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

RESOLUTION NO. 05-0119

**RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE
TO THE CITY OF GRIMES, IOWA**

WHEREAS, the City of Grimes, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Section 368.7 of the 2018 Iowa Code executed on behalf of Mustang Ridge, LLC, the owner of the real estate to be annexed, and adjoining County Right-of-Way, as shown on the proposed Map attached hereto as Exhibit "A", and legally described as follows:

AN IRREGULAR SHAPED PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°12'46"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1332.10 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°03'35"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 443.97 FEET; THENCE S89°41'01"E, A DISTANCE OF 1049.34 FEET TO THE WEST RIGHT OF WAY LINE OF IOWA HIGHWAY 141 AS IT IS PRESENTLY ESTABLISHED; THENCE S20°16'01"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 571.06 FEET; THENCE S82°21'58"W, A DISTANCE OF 427.96 FEET; THENCE S48°47'12"W, A DISTANCE OF 284.68 FEET; THENCE S13°16'51"E, A DISTANCE OF 382.80 FEET; THENCE N89°29'32"W, A DISTANCE OF 44.30 FEET ; THENCE S00°12'06"E, A DISTANCE OF 623.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N89°29'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 649.25 FEET TO THE POINT OF BEGINNING.

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

SAID TRACT OF LAND CONTAINS 33.42 ACRES.

And;

The annexation territory extends to the centerline of all secondary roads adjacent to the property.

WHEREAS, the City of Grimes, Iowa desires to annex said territory upon the Application heretofore presented, and

WHEREAS, the City of Grimes, Iowa has complied with Section 368.7 of the 2018 Iowa Code by publishing and sending by certified mail the required notices.

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

1. That the application for annexation of the real estate as legally described herein is hereby approved.
2. That the clerk shall forthwith cause the applications of the owners, this resolution, a map of the territory showing the territory and the existing city limits, legal description of the property, including the total acres, copies of the notices and publications, a summary of the reasons for the annexation, current and proposed land uses in the territory, and services that will be provided to the territory, be submitted to the City Development Board.

Passed by the City council of the City of Grimes, Iowa, by a vote of ____ to ____ on the 14th day of May, 2019, and approved this 14th day of May, 2019.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

**CITY OF GRIMES
NOTICE OF HEARING**

YOU ARE HEREBY NOTIFIED THAT at 5:30 p.m. on Tuesday, May 14, 2019, the Grimes City Council will hold a public hearing with regard to Voluntary Annexation Applications filed at the Grimes City Hall, located at 101 N. Harvey, Grimes, Iowa. This application for voluntary annexation concern the following property:

AN IRREGULAR SHAPED PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°12'46"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1332.10 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°03'35"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 443.97 FEET; THENCE S89°41'01"E, A DISTANCE OF 1049.34 FEET TO THE WEST RIGHT OF WAY LINE OF IOWA HIGHWAY 141 AS IT IS PRESENTLY ESTABLISHED; THENCE S20°16'01"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 571.06 FEET; THENCE S82°21'58"W, A DISTANCE OF 427.96 FEET; THENCE S48°47'12"W, A DISTANCE OF 284.68 FEET; THENCE S13°16'51"E, A DISTANCE OF 382.80 FEET; THENCE N89°29'32"W, A DISTANCE OF 44.30 FEET ; THENCE S00°12'06"E, A DISTANCE OF 623.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N89°29'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 649.25 FEET TO THE POINT OF BEGINNING.

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

SAID TRACT OF LAND CONTAINS 33.42 ACRES.

And;

The annexation territory extends to the centerline of all secondary roads adjacent to the property.

Anyone interested in this Voluntary Annexation Application is invited to attend the hearing and comment on the proposal.

This Notice of the Hearing is given this 26th day of April, 2019.

Rochelle Williams, City Clerk



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

AGENDA MEMO

Item No. X
For Meeting of May 14, 2019

AGENDA HEADING:

Discussion: Special Use Permits, Conditions and Expirations

SYNOPSIS:

The City Council recently modified the Zoning Ordinance, to remove the special use permit provisions within the C-1 Zoning District. The Ordinance however did not address the special use permits that were previously approved by the BOA, but not acted up. There are approximately 6-7 special use permits that were previously granted by the BOA (in some cases nearly 7 years ago) with no additional site or construction approvals.

Staff feels that it would be appropriate to impose an expiration date on all special use permits in general, as well as a retroactive expiration date on all prior issued permits. Staff would suggest the following language.

1. Special Use Permits issued prior to the adoption date of this ordinance, and not acted upon: 1 year
2. Special Use Permits issued after the adoption date of this ordinance:
 - a. Requires a site approval and or building permit: 180 days
 - b. Requires a certificate of zoning approval: 60 days

Additionally, staff has conducted some research on adjoining cites, and would suggest that additional qualifying language and conditions be included in the Special Use Permit Ordinance. This will give the Board of Adjustment ground for approval or denial of Special Use Permits, and also give the applicant and neighborhood a clear understanding of the expectations

The following conditions are examples of what could be included as conditions for approval.

- That the proposed location, design, construction and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property



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

- The use is in conformity with the Comprehensive Plan, and any other applicable City ordinances or regulations. Furthermore, the authorized use will not impede the normal and orderly development and improvement of the surrounding property as envisioned in the Comprehensive Plan.
- The use shall be compatible with the neighborhood and surrounding use of land by its construction, architecture, and site improvements.
- That such use will not unduly burden public utilities, increase congestion in the streets or impact the ability to adequately safeguard the public of danger of fire and emergencies.
- That such use shall not impair an adequate supply of light and air to surrounding property
- That such use shall not diminish or impair established property values in adjoining or surrounding property

If direction is provided to amend the ordinance, staff will compile a database of impacted property owners (those who have been issued a special use permit) who will be notified of the anticipated changes.

FISCAL IMPACT:

N/A

PREVIOUS COUNCIL ACTION(S):

Approve Ordinance Amendment to the C-1 Zoning District Regulations pertaining to Special Use Permits.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Discuss and provide direction to develop an ordinance amendment. If supportive, staff would propose the following schedule:

May 28th: Set Public Hearing

July 2nd: Planning and Zoning Recommendation

July 9th: Public Hearing and 1st Consideration

August 13th: 2nd Consideration

August 27th: 3rd Consideration and Adoption

CITY COUNCIL MEETING

Tuesday, April 23, 2019

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Scott Mikkelsen on Tuesday, April 23, 2019 at 5:35 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Mikkelsen. Roll Call: Present: Johansen, Gisch, Hamp, Berger Absent: Altringer

AGENDA ITEMS.

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

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

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

CONSENT AGENDA

A. Minutes from previous meeting B.3301 & 3401 SE Destination Drive – Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement C. Resolution 04-1019 Granting Authority to Mayor to Enter Into Lease Agreement On Public Building D. Requests for Governors Days 2019, 5 day Alcohol License E. Pay Request #1 to Grosch Irrigation Company for the New Jordan Well \$144,609.00 F. Lot 1 Destination Market Plat 2 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement G. Condemnation Fees for SE 11th Street: \$1,960.92 legal \$18,780 Norfolk Southern Railway Co. H. Resolution 04-0619 Approving Personnel Transactions I. Resolution 04-0719 Adopting The Polk County Multi-Jurisdictional Local Hazard Mitigation Plan J. Accept Request from Mustang Ridge for a Request for Voluntary Annexation into the City of Grimes and Refer Onto Legal to Begin Proceedings. K. Set a Public Hearing for May 14, 2019 at 5:30 pm to Approve Plans, Specifications and Form Of Contract for 2019 of Grimes HMA Resurfacing Project and Notice to Bidders for May 10, 2019 at 2:00 pm. L. Proposal for Professional Consultant Services for the 2019 City of Grimes HMA Resurfacing Project with Lee Chamberline Consultant Engineers M. Resolution 04-0819 Setting a Date for Public Hearings and Additional Action on Proposals To Enter Into General Obligation Loan Agreements and to Borrow Money Thereunder for May 14, 2019 N. Resolution 04-0919 Setting a Public Hearing on Proposal to Enter Into a Loan and Disbursement Agreement and to Issue Water Revenue Bonds Thereunder In A Principal Amount Not To Exceed \$1,600,000 for May 14, 2019 O. Dude Solutions – Annual Subscription for hosting GIS Data and Work Flow System \$7,766.91 P. Menards Destination Market Plat 1 Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement Q. United Seeds Inc. – grass seed for sport complexes \$5,500 R. Central Iowa Fencing \$16,250 – fencing around water plant S. Municipal Supply Inc. \$6,420 T. Melvin Marsh – reed bed cleaning \$35,000 U.RFP for Mowing Contract V. Resolution 04-1219 Appointing Alex Pfaltzgraff as Zoning Administrator W. Sanitary Sewer and Water Main Easements for Menard Inc Plat Lot 1 Destination Market Plat 1 X. City of Johnston Shared Expenses for Fire Department \$15,084.16 W. Finance Report Z. Claims Report \$905,117.07

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

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

US Water Report

Andy Wood of US Water and Grimes Water and Wastewater was present to update the Council. He stated that work has begun on the modification to the ASR. He added that Grosch Irrigation is prepping to begin work to drill the New Jordan Well. Wood advised a preconstruction meeting was held for the RAW water main and a preconstruction meeting will be held for the new water tower next week. He added the water plant design should be submitted next week to the DNR for approval with hopes of going out to bid late summer. Wood stated the 2018 Consumer Confidence Report is out with no issues. He added that at the wastewater plant they continue to haul bio solids which are being land applied.

Update from Catch Des Moines – Greg Edwards

Edwards updated the Council on their activities. He stated that March Madness had gone well. He explains they are about marketing to our region, increasing visitors to our region and generating economic impact. Edwards stated that tourism does matter. He added that according the State of Iowa in 2017 Polk and Dallas County there was \$121 million states taxes generated, \$2.2 billion in travel expenditures and \$35 million in local taxes generated. Edwards added that without tourism each household would pay an additional \$661 in additional taxes. He explained that most of their funding comes from hotel motel tax. He reviewed the booking numbers through the past year. Mayor Mikkelsen thanked Edwards for his work on the NWCA and the USA Track and Field Championships and all their successes this last year. Council Member Hamp stated that he understood that in June they would be announcing the location of the Ironman competition. Edwards added that he is very hopeful that they will be the host city.

Volunteer Program – Lynh Patterson

Lynh Patterson addressed the Council regarding Grimes Community Connections. Patterson stated this program would assist students who need community service/volunteering hours towards the Silver Cord award program at Dallas Center-Grimes schools. Patterson encouraged anyone who was interested in the program to contact them at grimescommunityconnections@gmail.com.

PUBLIC FORUM

No one addressed the Council.

PUBLIC AGENDA

A. Request from Michelle Zeliadt for An Exception to the City Ordinance

Development Services Director Alex Pfaltzgraff addressed the Council regarding a request from Michelle Zeliadt, 950 NW 27th Street in Grimes for an exception to the City Ordinance 55.05 regarding the keeping of livestock within the City of Grimes. Pfaltzgraff stated that Zeliadt specifically wanted to be allowed to have chickens. He added there are currently no regulations identified within the ordinance which outline what requirements would be imposed if the Council was to make an exception to the ordinance. Pfaltzgraff recommended the request be denied based upon previous Council Action. Council Members Johansen, Hamp and Gisch stated they would not be in favor of a waiver. The Council took no action.

B. Resolution 04-1119 Approving Ballot Language for a Public Measure Providing for a Local Option Sales and Services Tax to in Grimes, Iowa for the Special Election on August 6, 2019.

City Administrator Anderson stated that the Council had before them ballot language for a Public Measure proving for a Local Option Tax on a Special Election on August 6, 2019. He advised if this measure passes it would mean approximately 1.3 million in additional revenue for the City. Anderson stated that the ballot language in front of them would allocated the money as 50% for property tax relief and 50% for any other lawful purpose of the City which would include but not be limited to municipal facilities to support the public library, fire departments, parks, recreation and trails. Council Member Hamp stated that six other cities have already passed the tax and he felt education and awareness would help with making this a favorable outcome. Anderson added public education is a critical component.

Moved by Gisch, Seconded by Hamp; Resolution 04-0119 approving ballot language for a public measure providing for a local option sales and services tax in Grimes, Iowa for a the special election on August 6, 2019; shall be approved.

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

C. Proposed Cooperative Services Agreement for Improvement to NW 142nd SW County Line Road

City Administrator Anderson clarified to the Council that we would not be able to do assessments on this project. He added this agreement provides for \$140,000 in funding from Polk County Board of Supervisors on behalf of Polk County Iowa.

Moved by Gisch, Seconded by Hamp; the proposed cooperative services agreement for improvement to NW 142nd and SW County Line Road; shall be approved.

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

D. Second Reading on Ordinance 725 Section 92.02 (3) to Update and Eliminate Certain Water Meter Charges

City Administrator Anderson asked that in order for this be on the next billing he was requesting the Council waive the third reading and adopt the ordinance.

Moved by Johansen, Seconded by Gisch the Second Reading of Ordinance 725 Section 92.02 (3) to Update and Eliminate Certain Water Meter Charges; shall be approved.

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

Moved by Johansen, Seconded by Gisch; to waive the Third Reading of Ordinance 725; shall be approved.

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

Moved by Johansen, Seconded by Gisch; Ordinance 725 shall receive final passage.

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

E. Set a Public Hearing to Amend the Grimes Code of Ordinance Chapter 108.06 to Provide for the Increase in the Charge for the Collection of Recyclable Materials from \$2.68 to \$3.43 effective July 1, 2019

City Administrator Anderson stated this would be passing along costs from Metro Waste Authority.

Moved by Hamp, Seconded by Johansen; to set a Public Hearing to amend the Grimes Code of Ordinance Chapter 108.06 to provide for the increase in charge for the collection of recyclable materials from \$2.68 to \$3.43 effective July 1, 2019 for May 14, 2019; shall be approved.

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

F. Resolution 04-0219 Adopting Final Assessment Schedule for the Meredith Street Improvements of the City of Grimes and Amending, Confirming and Levying the Assessment and Directing the City Clerk to Certify and File the Assessment

Moved by Johansen, Seconded by Gisch; to postpone this item until after closed session.

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

COUNCIL ACTIONS

None

COUNCIL DISCUSSIONS

Mayors Report

Mayor Mikkelsen stated that Council Member Hamp, Johansen, City Administrator Anderson, Development Services Director Alex Pfaltzgraff and himself met with City Officials from Urbandale on ways to work together, discussed water, discussed things that are happening in the metro, overlapping areas of interest and local option sales tax. He added he felt the meeting was well received by both communities.

City Attorney Report

City Attorney Meuleners had no report

City Engineer Report

City Engineer Gade advised that the open house regarding the SE 37th Street and Hwy 141 Intersection was well attended by property owners in the area. He added that the private utility companies are out in this area doing work. Council Member Gisch asked about time frames for contractors to clean up a site upon completion of work. Development Services Director Alex Pfaltzgraff stated if a building is ready to be occupied but weather conditions do not allow for completion of the grounds a bond is required from the owner with May 31st being the end date to have work completed.

City Staff Report

City Administrator Anderson reminded the Council that the next workshop would be held at 4:00 pm on May 14th, 2019 to present to the Council information from PFM regarding utility rates in relation to some of the improvement projects that are underway or contemplated for water and sewer. He added that he did have workshops mapped out for the next several months.

Old Business

New Business

Council Member Gisch thanked City Administrator Anderson and staff for the quality and timeliness of feedback on various inquiries. Mayor Mikkelsen also thanked the work of staff and the Council.

Recess Open Session

Mayor Mikkelsen recessed open session at 6:19 pm.

Moved by Gisch, Seconded by Johansen to recess open session.

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

Reconvene Open Session

Moved by Johansen, Seconded by Gisch; to reconvene open session at 6:27 pm.

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

Resolution 04-0119 providing for Closed Session ref 21.5 1 (c) . To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Moved by Johansen, Seconded by Hamp; Resolution 04-0419 providing for closed session at 6:28 pm; shall be approved.

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

*Council Member Altringer arrives during closed session at 6:30 pm.

Rise from Closed Session

Moved by Altringer, Seconded by Hamp to rise from closed session at 7:36 pm.

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

Reconvene Open Session

Open Session - cont.

Moved by Altringer, Seconded by Hamp; request that staff provide the information requested in closed session so Council can further deliberate matters raised in closed session; shall be approved.

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

F. Resolution 04-0219 Adopting Final Assessment Schedule for the Meredith Street Improvements of the City of Grimes and Amending, Confirming and Levying the Assessment and Directing the City Clerk to Certify and File the Assessment

Moved by Altringer, Seconded by Hamp; Resolution 04-0219 adopting final assessment schedule for the Meredith Street Improvements of the City of Grimes and amending, confirming and levying the assessment and directing the City Clerk to certify and file the assessment; shall be approved.

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

New Business

Moved by Altringer, Seconded by Hamp; there being no further business the meeting was adjourned at 7:40 pm.
Roll Call: Ayes: All. Nays: None. Motion passes: 5 to 0.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2018-2019 CITY BUDGET**

Form 653.C1

The City Council of Grimes in POLK & DALLAS County, Iowa
will meet at City Hall, 101 NE Harvey St, Grimes, IA 50111
at 5:30 PM on 05/28/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2019
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	9,403,750	0	9,403,750
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	9,403,750	0	9,403,750
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,287,406	0	2,287,406
Other City Taxes	6	349,996	0	349,996
Licenses & Permits	7	522,025	150,000	672,025
Use of Money and Property	8	2,348,306	0	2,348,306
Intergovernmental	9	1,804,654	0	1,804,654
Charges for Services	10	6,414,000	0	6,414,000
Special Assessments	11	100,000	0	100,000
Miscellaneous	12	58,000	364,250	422,250
Other Financing Sources	13	13,400,000	0	13,400,000
Transfers In	14	5,968,815	-1,124,370	4,844,445
Total Revenues and Other Sources	15	42,656,952	-610,120	42,046,832
Expenditures & Other Financing Uses				
Public Safety	16	4,407,910	533,180	4,941,090
Public Works	17	2,476,508	71,970	2,548,478
Health and Social Services	18	50,000	0	50,000
Culture and Recreation	19	1,904,560	48,195	1,952,755
Community and Economic Development	20	198,540	478,500	677,040
General Government	21	1,076,573	363,445	1,440,018
Debt Service	22	4,548,648	2,200,000	6,748,648
Capital Projects	23	14,135,000	-3,000,000	11,135,000
Total Government Activities Expenditures	24	28,797,739	695,290	29,493,029
Business Type / Enterprises	25	4,467,094	869,947	5,337,041
Total Gov Activities & Business Expenditures	26	33,264,833	1,565,237	34,830,070
Transfers Out	27	5,968,815	-1,124,370	4,844,445
Total Expenditures/Transfers Out	28	39,233,648	440,867	39,674,515
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	3,423,304	-1,050,987	2,372,317
Beginning Fund Balance July 1	30	20,066,393	0	20,066,393
Ending Fund Balance June 30	31	23,489,697	-1,050,987	22,438,710

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

The City has additional expenses for bond & loan payments that were not budgeted, building remodel work, office equipment & furnishings, contracted services, roof repairs, ASR pump & repair work, new software, Home Base Iowa costs, new employees, storm damages, land acquisition, a water main break, and animal control.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Marcia Woodke
City Clerk/Finance Officer

Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements				DOT Proj. No.: STBG-SWAP-3125(614)--SG-77				Application Number: 1		
Contractor:		Concrete Technologies, Inc.				Engineer's Proj. No.: 1005-17A				Application Date: 5/14/2019		
A			B				C	D	E	F		G
Item			Bid Quantity	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description										
1	2101-0850002	CLEARING AND GRUBBING	27.6	UNIT	\$ 300.00	\$ 8,280.00	53.15	\$996.56		\$996.56	1.0%	\$8,280.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	8837.0	CY	\$ 18.75	\$ 165,693.75						\$165,693.75
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	5197.0	CY	\$ 18.75	\$ 97,443.75						\$96,447.19
4	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	47.6	STA	\$ 1,500.00	\$ 71,400.00						\$71,400.00
5	2110-3825010	GRANULAR MATERIAL	500.0	TON	\$ 30.00	\$ 15,000.00						\$15,000.00
6	2115-0100000	MODIFIED SUBBASE	4982.0	CY	\$ 62.50	\$ 311,375.00						\$311,375.00
7	2121-7425010	GRANULAR SHOULDERS, TYPE A	261.8	TON	\$ 37.50	\$ 9,817.50						\$9,817.50
8	2123-7450020	SHOULDER FINISHING, EARTH	73.2	STA	\$ 225.00	\$ 16,470.00						\$16,470.00
9	2213-7100400	RELOCATION OF MAIL BOXES	6.0	EACH	\$ 600.00	\$ 3,600.00						\$3,600.00
10	2214-5145150	PAVEMENT SCARIFICATION	441.0	SY	\$ 10.50	\$ 4,630.50						\$4,630.50
11	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	1131.0	SY	\$ 95.00	\$ 107,445.00						\$107,445.00
12	2301-1033095	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	26851.0	SY	\$ 69.50	\$ 1,866,144.50						\$1,866,144.50
13	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	451.8	SY	\$ 100.00	\$ 45,180.00						\$45,180.00
14	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.0	LS	\$ 5,000.00	\$ 5,000.00						\$5,000.00
15	2303-1041750	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	295.3	TON	\$ 120.00	\$ 35,436.00						\$35,436.00
16	2303-1042500	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	154.4	TON	\$ 120.00	\$ 18,528.00						\$18,528.00
17	2303-1043500	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	443.9	TON	\$ 105.00	\$ 46,609.50						\$46,609.50
18	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	12.0	TON	\$ 650.00	\$ 7,800.00						\$7,800.00
19	2303-1258284	ASPHALT BINDER, PG 58-28H, HIGH TRAFFIC	38.8	TON	\$ 725.00	\$ 28,130.00						\$28,130.00
20	2304-0101000	TEMPORARY PAVEMENT	1076.0	SY	\$ 65.00	\$ 69,940.00						\$69,940.00
21	2401-6745650	REMOVAL OF EXISTING STRUCTURES	1.0	LS	\$ 15,000.00	\$ 15,000.00						\$15,000.00
22	2401-6745910	REMOVAL OF SIGN	6.0	EACH	\$ 65.00	\$ 390.00						\$390.00
23	2416-0100015	APRON, CONC, 15 IN. DIA.	2.0	EACH	\$ 1,500.00	\$ 3,000.00						\$3,000.00
24	2416-0100024	APRON, CONC, 24 IN. DIA.	1.0	EACH	\$ 2,000.00	\$ 2,000.00						\$2,000.00
25	2431-0000100	SEGMENTAL BLOCK RETAINING WALL	3585.0	SF	\$ 45.25	\$ 162,221.25						\$162,221.25
26	2435-0250100	INTAKE, SW-501	3.0	EACH	\$ 6,250.00	\$ 18,750.00						\$18,750.00
27	2435-0250500	INTAKE, SW-505	15.0	EACH	\$ 6,900.00	\$ 103,500.00						\$103,500.00
28	2435-0250600	INTAKE, SW-506	2.0	EACH	\$ 11,300.00	\$ 22,600.00						\$22,600.00
29	2435-0250700	INTAKE, SW-507	1.0	EACH	\$ 5,000.00	\$ 5,000.00						\$5,000.00

Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements				DOT Proj. No.: STBG-SWAP-3125(614)--SG-77				Application Number: 1		
Contractor:		Concrete Technologies, Inc				Engineer's Proj. No.: 1005-17A				Application Date: 5/14/2019		
A			B				C	D	E	F		G
Item			Bid Quantity	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description										
30	2435-0250900	INTAKE, SW-509	5.0	EACH	\$ 9,375.00	\$ 46,875.00	1	\$9,375.00		\$9,375.00	20.0%	\$37,500.00
31	2435-0251224	INTAKE, SW-512, 24 IN.	1.0	EACH	\$ 2,875.00	\$ 2,875.00						\$2,875.00
32	2435-0600010	MANHOLE ADJUSTMENT, MINOR	6.0	EACH	\$ 1,250.00	\$ 7,500.00						\$7,500.00
33	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	2022.0	LF	\$ 18.75	\$ 37,912.50						\$37,912.50
34	2502-8212208	SUBDRAIN, PERFORATED PLASTIC PIPE, 8 IN. DIA.	315.0	LF	\$ 22.50	\$ 7,087.50						\$7,087.50
35	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	6.0	EACH	\$ 690.00	\$ 4,140.00						\$4,140.00
36	2502-8221303	SUBDRAIN OUTLET, DR-303	8.0	EACH	\$ 250.00	\$ 2,000.00						\$2,000.00
37	2502-8225010	SUBDRAIN OUTLET, 500-10	2.0	EACH	\$ 470.00	\$ 940.00						\$940.00
38	2503-0114212	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	2.0	LF	\$ 563.00	\$ 1,126.00						\$1,126.00
39	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	285.0	LF	\$ 100.00	\$ 28,500.00						\$28,500.00
40	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	184.0	LF	\$ 106.50	\$ 19,596.00	177	\$18,850.50		\$18,850.50	96.2%	\$745.50
41	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	242.0	LF	\$ 120.00	\$ 29,040.00						\$29,040.00
42	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	1074.0	LF	\$ 37.50	\$ 40,275.00	100	\$3,750.00		\$3,750.00	9.3%	\$36,525.00
43	2507-3250005	ENGINEERING FABRIC	112.0	SY	\$ 6.25	\$ 700.00						\$700.00
44	2507-8029000	EROSION STONE	22.0	TON	\$ 75.00	\$ 1,650.00						\$1,650.00
45	2510-6745850	REMOVAL OF PAVEMENT	13604.0	SY	\$ 11.75	\$ 159,847.00						\$159,847.00
46	2511-6745900	REMOVAL OF SIDEWALK	23.0	SY	\$ 10.00	\$ 230.00						\$230.00
47	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.	1384.0	SY	\$ 75.00	\$ 103,800.00						\$103,800.00
48	2518-6910000	SAFETY CLOSURE	31.0	EACH	\$ 125.00	\$ 3,875.00						\$3,875.00
49	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	2.0	EACH	\$ 190.00	\$ 380.00						\$380.00
50	2525-0000100	TRAFFIC SIGNALIZATION	1.0	LS	\$ 392,000.00	\$ 392,000.00						\$392,000.00
51	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	177.2	STA	\$ 40.00	\$ 7,088.00						\$7,088.00
52	2527-9263118	PAINTED PAVEMENT MARKINGS, TEMPORARY	152.2	STA	\$ 165.00	\$ 25,113.00						\$25,113.00
53	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	13.0	EACH	\$ 108.00	\$ 1,404.00						\$1,404.00
54	2527-9263180	PAVEMENT MARKINGS REMOVED	13.1	STA	\$ 69.00	\$ 903.90						\$903.90
55	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	127.4	STA	\$ 45.00	\$ 5,733.00						\$5,733.00
56	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	12.0	EACH	\$ 125.00	\$ 1,500.00						\$1,500.00
57	2528-8445110	TRAFFIC CONTROL	1.0	LS	\$ 200,000.00	\$ 200,000.00	0.25	\$50,000.00		\$50,000.00	25.0%	\$150,000.00
58	2528-8445113	FLAGGERS	10.0	EACH	\$ 480.00	\$ 4,800.00						\$4,800.00

Progress Estimate

Contractor's Application

For (contract):		SE 37th Street at HWY 141 Improvements		DOT Proj. No.: STBG-SWAP-3125(614)--SG-77				Application Number: 1				
Contractor:		Concrete Technologies, Inc		Engineer's Proj. No.: 1005-17A				Application Date: 5/14/2019				
A			B				C	D	E	F	G	
Item			Bid Quantity	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in	Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description										
59	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	15.0	CDAY	\$ 125.00	\$ 1,875.00	8	\$1,000.00		\$1,000.00	53.3%	\$875.00
60	2533-4980005	MOBILIZATION	1.0	LS	\$ 473,000.00	\$ 473,000.00	0.1	\$47,300.00		\$47,300.00	10.0%	\$425,700.00
61	2552-0000210	TRENCH FOUNDATION	100.0	TON	\$ 50.00	\$ 5,000.00						\$5,000.00
62	2552-0000220	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200.0	CY	\$ 15.00	\$ 3,000.00						\$3,000.00
63	2552-0000300	TRENCH COMPACTION TESTING	1.0	LS	\$ 17,500.00	\$ 17,500.00						\$17,500.00
64	2554-0212020	VALVE BOX EXTENSION	12.0	EACH	\$ 250.00	\$ 3,000.00						\$3,000.00
65	2599-9999005	HYDRANT RELOCATION	1.0	EACH	\$ 4,500.00	\$ 4,500.00						\$4,500.00
66	2599-9999005	PROTECT TREE	.8.0	EACH	\$ 500.00	\$ 4,000.00						\$4,000.00
67	2599-9999009	SUBDRAIN, TRENCHED, 15 IN. DIA.	2626.0	LF	\$ 100.00	\$ 262,600.00						\$262,600.00
68	2599-9999009	SUBDRAIN, TRENCHED, 18 IN. DIA.	254.0	LF	\$ 145.00	\$ 36,830.00						\$36,830.00
69	2599-9999009	SUBDRAIN, TRENCHED, 24 IN. DIA.	41.0	LF	\$ 200.00	\$ 8,200.00						\$8,200.00
70	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	2.7	ACRE	\$ 2,750.00	\$ 7,425.00						\$7,425.00
71	2601-2636044	SEEDING AND FERTILIZING (URBAN)	5.4	ACRE	\$ 1,190.00	\$ 6,426.00						\$6,426.00
72	2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	34.0	SQ	\$ 25.00	\$ 850.00						\$850.00
73	2602-0000020	SILT FENCE	3180.0	LF	\$ 1.90	\$ 6,042.00						\$6,042.00
74	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	3180.0	LF	\$ 0.25	\$ 795.00						\$795.00
75	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	3180.0	LF	\$ 0.25	\$ 795.00						\$795.00
76	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE	144.0	LF	\$ 95.00	\$ 13,680.00						\$13,680.00
77	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	1040.0	LF	\$ 3.25	\$ 3,380.00						\$3,380.00
78	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1040.0	LF	\$ 0.25	\$ 260.00						\$260.00
79	2602-0010010	MOBILIZATIONS, EROSION CONTROL	12.0	EACH	\$ 500.00	\$ 6,000.00						\$6,000.00
80	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	4.0	EACH	\$ 1,000.00	\$ 4,000.00						\$4,000.00
		Totals				\$5,272,433.65		\$131,272.06		\$131,272.06	2.5%	\$5,141,161.59

RESOLUTION NO. 05-0119

**RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE
TO THE CITY OF GRIMES, IOWA**

WHEREAS, the City of Grimes, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Section 368.7 of the 2018 Iowa Code executed on behalf of Mustang Ridge, LLC, the owner of the real estate to be annexed, and adjoining County Right-of-Way, as shown on the proposed Map attached hereto as Exhibit "A", and legally described as follows:

AN IRREGULAR SHAPED PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE 5TH P.M., POLK COUNTY, IOWA IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°12'46"W ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1332.10 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N00°03'35"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 443.97 FEET; THENCE S89°41'01"E, A DISTANCE OF 1049.34 FEET TO THE WEST RIGHT OF WAY LINE OF IOWA HIGHWAY 141 AS IT IS PRESENTLY ESTABLISHED; THENCE S20°16'01"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 571.06 FEET; THENCE S82°21'58"W, A DISTANCE OF 427.96 FEET; THENCE S48°47'12"W, A DISTANCE OF 284.68 FEET; THENCE S13°16'51"E, A DISTANCE OF 382.80 FEET; THENCE N89°29'32"W, A DISTANCE OF 44.30 FEET ; THENCE S00°12'06"E, A DISTANCE OF 623.80 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE N89°29'10"W ALONG SAID SOUTH LINE, A DISTANCE OF 649.25 FEET TO THE POINT OF BEGINNING.

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

SAID TRACT OF LAND CONTAINS 33.42 ACRES.

And;

The annexation territory extends to the centerline of all secondary roads adjacent to the property.

WHEREAS, the City of Grimes, Iowa desires to annex said territory upon the Application heretofore presented, and

WHEREAS, the City of Grimes, Iowa has complied with Section 368.7 of the 2018 Iowa Code by publishing and sending by certified mail the required notices.

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

1. That the application for annexation of the real estate as legally described herein is hereby approved.
2. That the clerk shall forthwith cause the applications of the owners, this resolution, a map of the territory showing the territory and the existing city limits, legal description of the property, including the total acres, copies of the notices and publications, a summary of the reasons for the annexation, current and proposed land uses in the territory, and services that will be provided to the territory, be submitted to the City Development Board.

Passed by the City council of the City of Grimes, Iowa, by a vote of ____ to ____ on the 14th day of May, 2019, and approved this 14th day of May, 2019.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

RESOLUTION NO. 05-0119

**RESOLUTION ASSENTING TO THE ANNEXATION OF CERTAIN REAL ESTATE
TO THE CITY OF GRIMES, IOWA**

WHEREAS, the City of Grimes, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Section 368.7 of the 2018 Iowa Code executed on behalf of Mustang Ridge, LLC, the owner of the real estate to be annexed, and adjoining County Right-of-Way, as shown on the proposed Map attached hereto as Exhibit "A", and legally described as follows:

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

SAID TRACT OF LAND CONTAINS 33.42 ACRES.

And;

The annexation territory extends to the centerline of all secondary roads adjacent to the property.

WHEREAS, the City of Grimes, Iowa desires to annex said territory upon the Application heretofore presented, and

WHEREAS, the City of Grimes, Iowa has complied with Section 368.7 of the 2018 Iowa Code by publishing and sending by certified mail the required notices.

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

1. That the application for annexation of the real estate as legally described herein is hereby approved.
2. That the clerk shall forthwith cause the applications of the owners, this resolution, a map of the territory showing the territory and the existing city limits, legal description of the property, including the total acres, copies of the notices and publications, a summary of the reasons for the annexation, current and proposed land uses in the territory, and services that will be provided to the territory, be submitted to the City Development Board.

Passed by the City council of the City of Grimes, Iowa, by a vote of ____ to ____ on the 14th day of May, 2019, and approved this 14th day of May, 2019.

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk



GRIMES, CITY OF
101 NE HARVEY ST

GRIMES IA 501112051

AFFIDAVIT OF PUBLICATION

State of Wisconsin

County of Brown, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0003518282	4/26/19	04/26/19	\$51.69

Copy of Advertisement
Exhibit "A"

Keem Yang
Staff member, Register Media

Subscribed and sworn to before me by said affiant this

26th day of April, 2019

Kazoua Yang
Notary Public

11/9/21
Commission expires



of Affidavits: 1

CITY OF GRIMES
NOTICE OF HEARING
YOU ARE HEREBY NOTIFIED
THAT at 5:30 p.m. on Tuesday,
May 14, 2019, the Grimes City
Council will hold a public hearing
with regard to Voluntary
Annexation Applications filed at
the Grimes City Hall, located at
101 N. Harvey, Grimes, Iowa.
This application for voluntary
annexation concern the following
property:

AN IRREGULAR SHAPED
PORTION OF THE SOUTHEAST
QUARTER OF SECTION 29,
TOWNSHIP 80 NORTH, RANGE
25 WEST OF THE 5TH P.M.
POLK COUNTY, IOWA IS
DESCRIBED AS FOLLOWS:
BEGINNING AT THE
SOUTHWEST CORNER OF THE
SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID
SECTION 29; THENCE
N00°12'46"W ALONG THE WEST
LINE OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 29,
A DISTANCE OF 1332.10 FEET
TO THE SOUTHWEST CORNER
OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER
OF SAID SECTION 29; THENCE
N00°03'35"W ALONG THE WEST
LINE OF THE NORTHEAST
QUARTER OF THE SOUTHEAST
QUARTER OF SAID SECTION 29,
A DISTANCE OF 443.97 FEET;
THENCE S89°41'01"E, A
DISTANCE OF 1049.34 FEET TO
THE WEST RIGHT OF WAY
LINE OF IOWA HIGHWAY 141 AS
IT IS PRESENTLY
ESTABLISHED; THENCE
S20°16'01"E ALONG SAID WEST
RIGHT OF WAY LINE, A
DISTANCE OF 571.06 FEET;
THENCE S82°21'58"W, A
DISTANCE OF 427.96 FEET;
THENCE S48°47'12"W, A
DISTANCE OF 284.68 FEET;
THENCE S13°16'51"E, A
DISTANCE OF 382.80 FEET;
THENCE N89°29'32"W, A
DISTANCE OF 44.30 FEET;
THENCE S00°12'06"E, A
DISTANCE OF 623.80 FEET TO
THE SOUTH LINE OF THE
SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF SAID
SECTION 29; THENCE
N89°29'10"W ALONG SAID SOUTH
LINE, A DISTANCE OF 649.25
FEET TO THE POINT OF
BEGINNING.
SAID TRACT OF LAND BEING
SUBJECT TO AND TOGETHER
WITH ANY AND ALL
EASEMENTS OF RECORD,
SAID TRACT OF LAND
CONTAINS 33.42 ACRES.

And;
The annexation territory extends
to the centerline of all secondary
roads adjacent to the property.
Anyone interested in this
Voluntary Annexation Application
is invited to attend the hearing
and comment on the proposal.
This Notice of the Hearing is given
this 26th day of April, 2019
Rochelle Williams, City Clerk

Mustang



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

AGENDA MEMO

Item No. X
For Meeting of 5/7/2019

AGENDA HEADING: City Wide Detention Area Improvement Project

SYNOPSIS: There are several detention/retention areas within the City limits that are in need of maintenance and or repair. These areas have been the source of numerous resident concerns with the way water flows through them and with how they are an eyesore to residents living near the areas.

To address this issue, the Public Works Department has devised a strategy to install permanent erosion control measures, conduct flow line grading and/or general re-grading, and seed the areas with native grasses to help with aesthetics and water quality. The Public Works Department wants to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. There have been considerable efforts to minimize cost by partnering with a contractor to complete what we do not have the expertise, manpower, or equipment to do.

The areas that need addressed are the Autumn Park detention area located on the east side of NW Brookside Dr. near the playground; the Autumn Park drainage areas on the west side NW Brookside Dr. that run parallel to the street; the large detention area just South of NE Beaverbrooke Blvd near the large culvert; the detention area located behind the houses on NW Gabus Dr., NW Sunset Dr., and NW Prairie Creek Dr.; and the detention area located at North Pointe Park. Please see the attached documents for a visual of each of these areas.

Total project cost is estimated at a not to exceed amount of \$70,000.



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

FISCAL IMPACT: Four (4) contractors were contacted, but only one (1) responded for this type of project with Public Works maintain project management and construction observation control. The contractors are as follows:

Huber Grading Inc. – Declined to work on the project

Pezzetti Erosion Control – No response

Halbrooke Excavating – No Response

Bridges Lawn and Landscaping – Till, rake, and seed NW Gabus Dr. Retention Area only - \$5150

All Terrain Seeding –

Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre
RECP blanket install	\$.05/sq ft
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton
Grading, laser leveling / flow line grading	\$225/hour

Funding for this project will use the storm water fund, RUT fund, and the Park Improvement Fund with a not to exceed amount of \$70,000.

Please see the attached documents for the cost and scope of work for each area.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):



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

STAFF/COMMITTEE RECOMMENDATION: The Public Works Department respectfully requests that we work with All Terrain Seeding on this project with the mindset that Public Works will complete any and all tasks we have the ability to complete. This project will show that the City is invested in community beautification, water quality, storm water management, and serving our citizens.

A handwritten signature in cursive script that reads "David Guthrie".

David Guthrie
Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

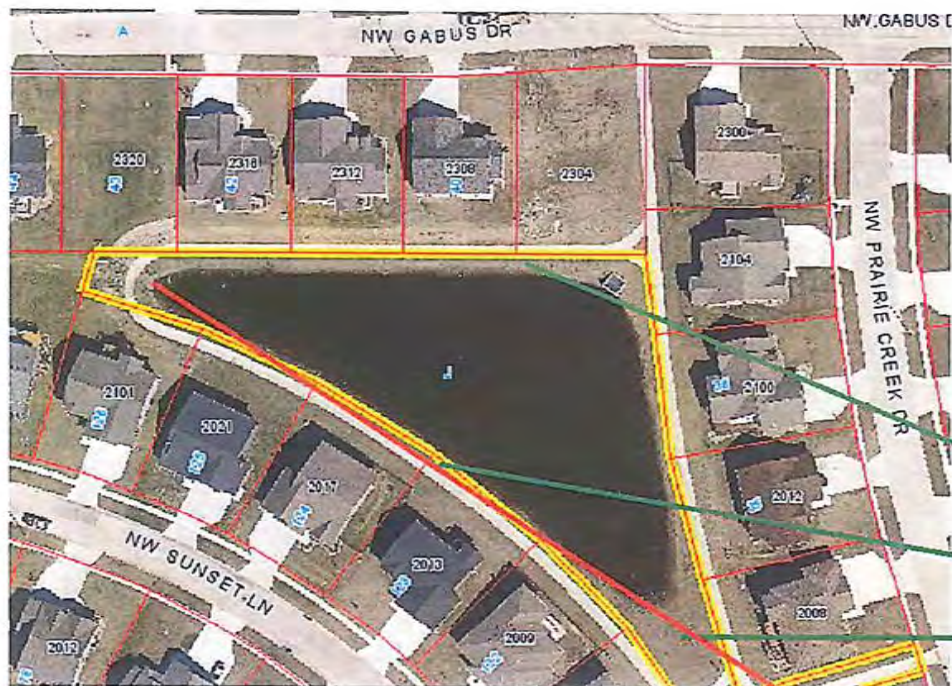
City Wide Detention Area Improvement Project

	<u>Cost</u>
Autumn Park Basin East of NW Brookside Dr	\$ 24,000.00
Autumn Park Drainage Areas West of NW Brookside Dr	\$ 20,045.00
Beaverbrooke Blvd Detention Area	\$ 3,000.00
NW Gabus Dr Detention Area	\$ 5,150.00
North Pointe Park Detention Area	<u>\$ 7,000.00</u>
TOTAL	\$ 59,195.00
NOT TO EXCEED AMOUNT FOR THE ENTIRE PROJECT	\$ 70,000.00

Gabus Detention Pond

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft		
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	.31 acre	\$ 373.00
RECP blanket install	\$.05/sq ft	13552 sq ft	\$ 678.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton	16.5 ton	\$ 3,300.00
Grading, laser leveling / flow line grading	\$225/hour	10	<u>\$ 2,250.00</u>
TOTAL			\$ 6,601.00
		NOT TO EXCEED AMOUNT	\$ 5,150.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



NW Gabus Dr. Detention Area

Contractor Scope of Work

- 1) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Clean out silt by flared end section
- 2) Install rock to prevent future erosion
- 3) Project management and oversight
- 4) Construction observation
- 5) Trucking needs
- 6) Provide seed mix for native grasses

Seed with native grasses

Remove sediment and install rock

Beaverbrooke Detention Pond

Flexamat install + soil mixutre and hydraulic mulching

Quoted Cost

\$10.00/sq ft

Area

Estimated Cost

Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping

\$1200/acre

.15 acre

\$ 1,200.00

RECP blanket install

\$.05/sq ft

6360 sq ft

\$ 1,200.00

3-12" stone cobble (for outlet areas) + geotextile

\$200/ton

Grading, laser leveling / flow line grading

\$225/hour

4.5

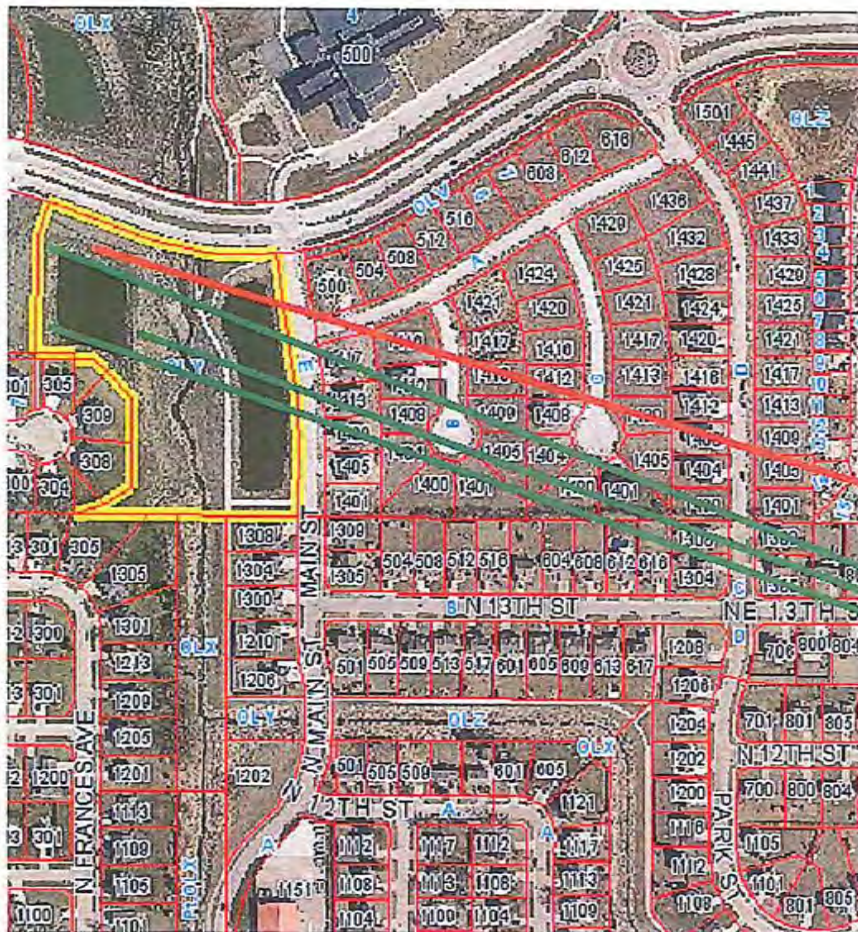
\$ 1,000.00

TOTAL

\$ 3,400.00

NOT TO EXCEED AMOUNT \$ 3,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



NE Beaverbrooke Blvd Detention Area

Contractor Scope of Work

- 1) Re-grade north side of detention area
- 2) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Trucking needs
- 4) Provide seed mix for native grasses

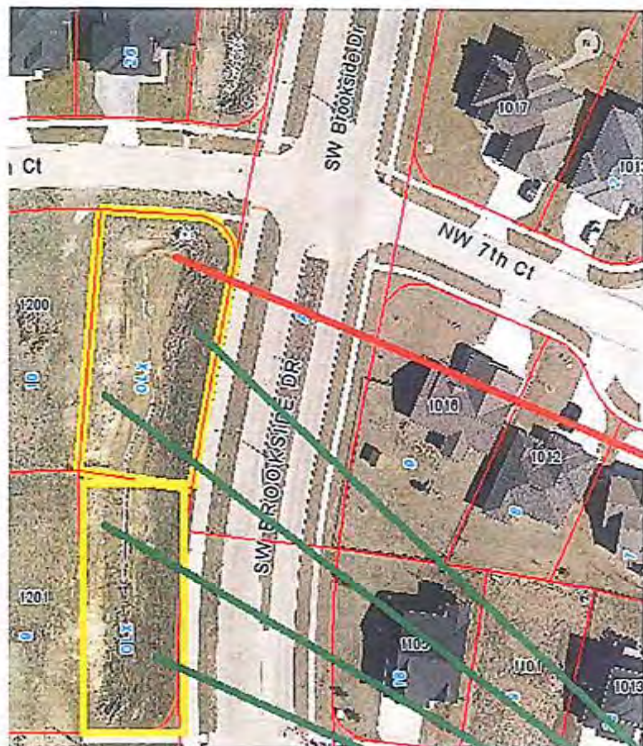
Re-grade area

Seed area with native
grasses

Autuman Park Detention/Drainage Areas - West side of NW Brookside Dr.

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft	780	\$ 7,800.00
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	2.92	\$ 3,500.00
RECP blanket install	\$.05/sq ft	108900 sq ft	\$ 5,445.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton		
Grading , laser leveling / flow line grading	\$225/hour	16	\$ 3,600.00
TOTAL			\$ 20,345.00
		NO TOT EXCEED AMOUNT	\$ 20,045.00

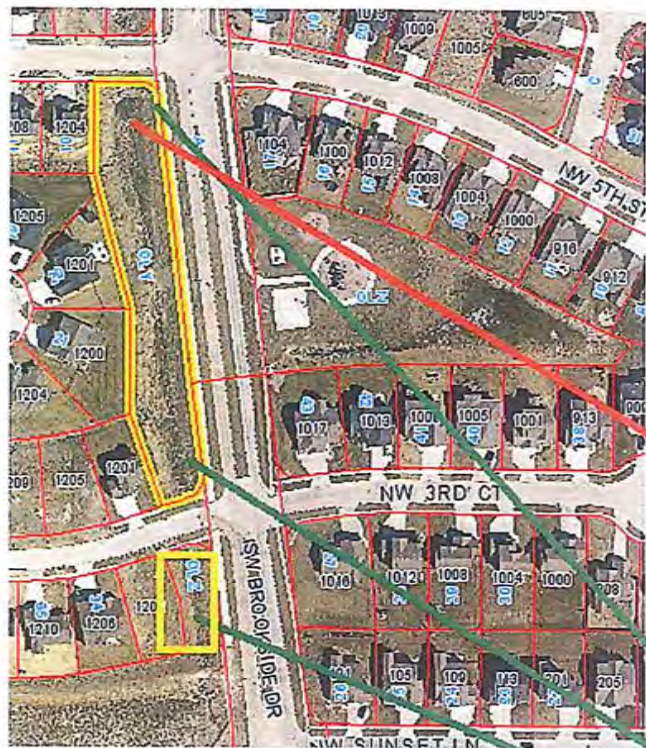
ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



Install Flexamat

Seed and Install
Erosion Control

side Dr.



ookside Dr.

Contractor Scope of Work

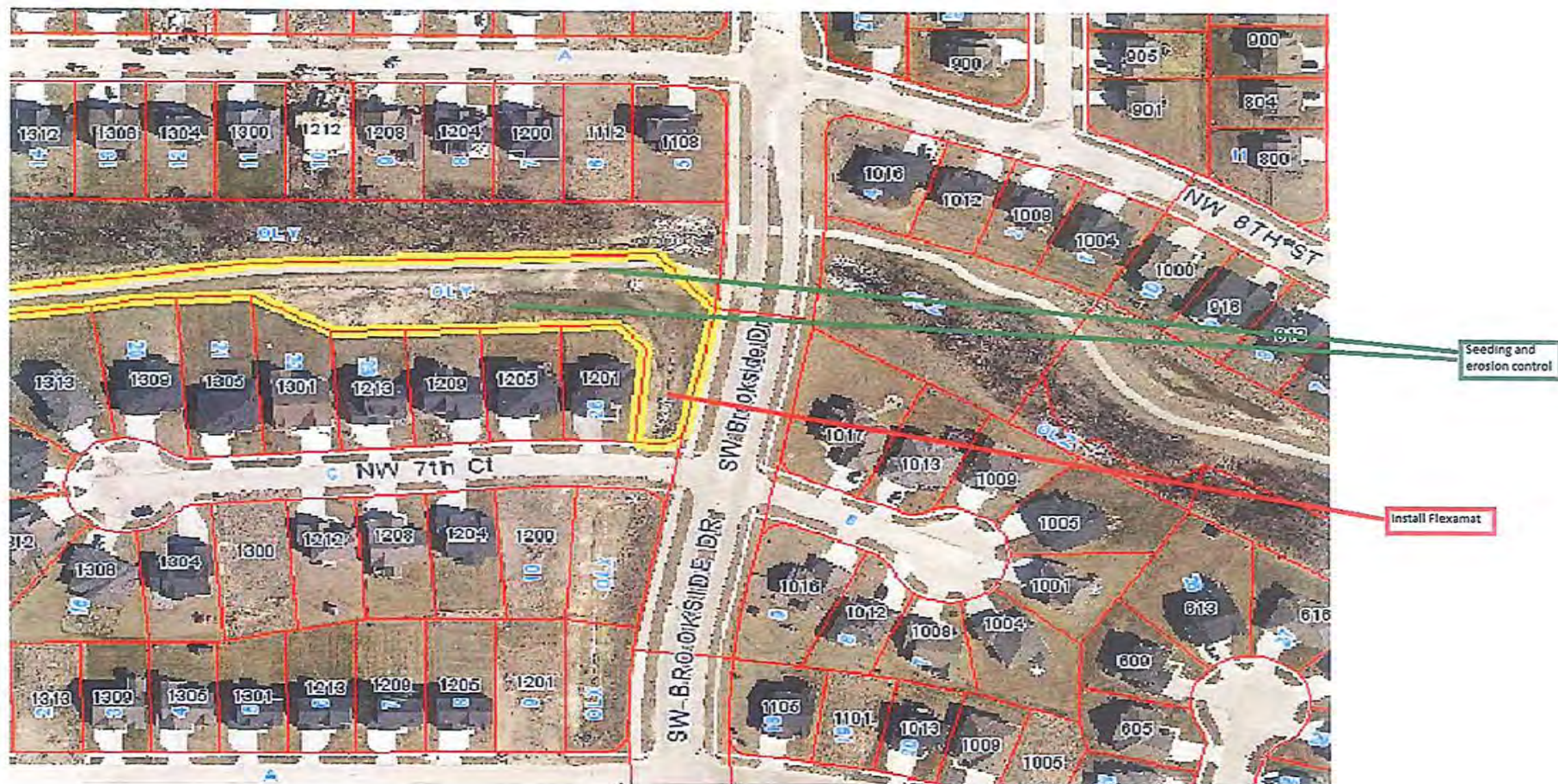
- 1) Install Flexamat grid to stabilize bottom of drainage areas and prevent future erosion
- 2) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.
- 3) Conduct flow line grading to ensure proper water flow
- 4) Install RECP blanket to prevent erosion on the sides of the drainage area

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Trucking needs
- 4) Provide seed mix for native grasses

Install Flexamat

Seed and Install
erosion control



Autumn Park Drainage Area West of NW Brookside Dr.

North Pointe Retention Area

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft		
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	1 acre	\$ 1,200.00
RECP blanket install	\$.05/sq ft	21250 sq ft	\$ 1,063.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton	6 ton	\$ 1,200.00
Grading , laser leveling / flow line grading	\$225/hour	16	\$ 3,600.00
TOTAL			\$ 7,063.00
		NOT TO EXCEED AMOUNT	\$ 7,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



North Pointe Detention Area

Contractor Scope of Work

- 1) Burn off vegetation near flared end section to allow for sediment removal and re-grading
- 2) Re-grade detention area to return to original grading plan
- 3) Clean out sediment near flared end section to allow for better water flow
- 4) Install stone to improve erosion control around flared end section
- 5) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Clean out trees in drainage area leading up to detention area
- 4) Trucking needs
- 5) Provide native seeding mix

Install rock

Burn off vegetation

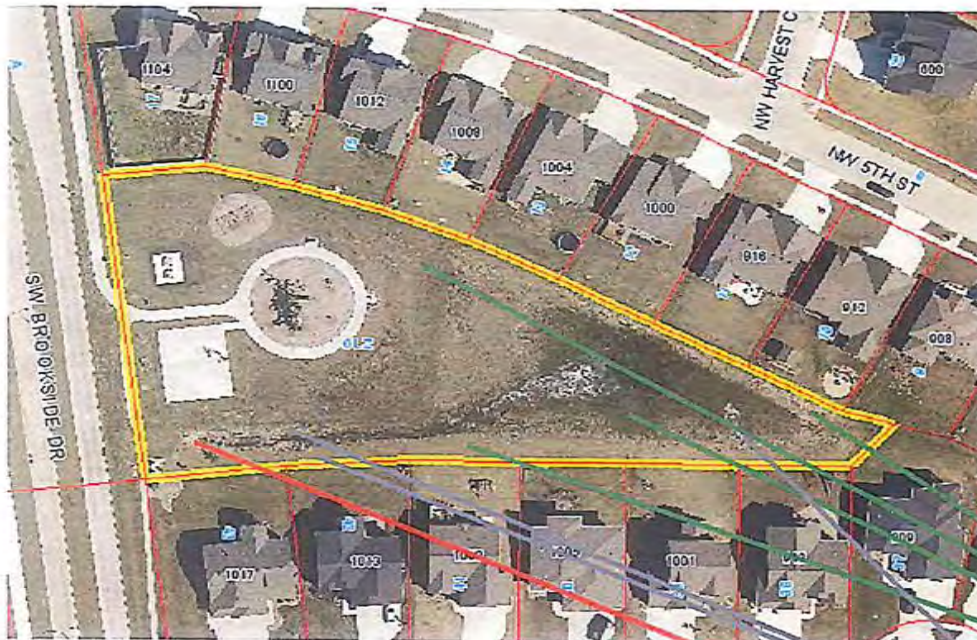
Remove trees

Re-grade and seed
with natives

Autumn Park Basin #1 (Next to the Park Area)

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft	1280 sq ft	\$ 12,800.00
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	0.725 acres	\$ 870.00
RECP blanket install	\$.05/sq ft	31581 sq ft	\$ 1,579.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton	28 ton	\$ 5,600.00
Grading, laser leveling / flow line grading	\$225/hour	16 hrs	<u>\$ 3,600.00</u>
TOTAL			\$ 24,449.00
		NOT OT EXCEED AMOUNT	\$ 24,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



Autumn Park Detention Area

Contractor Scope of Work

- 1) Re-grade detention area to return to original grading plan
- 2) Clean out sediment near flared end sections to allow for better water flow
- 3) Install stone to improve erosion control around flared end sections
- 4) Install Flexamat where needed
- 5) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Trucking needs
- 4) Provide seed mix for native grasses

Install Flexamat

Install stone

Re-grade and seed
with natives

Management Tips

Weed Control

Weed control prior to seeding is critical. Controlling existing vegetation before planting is necessary to establish a successful seeding. Planting into established vegetation, such as turf grass, requires a chemical treatment to kill the existing vegetation. An alternative to chemical treatment is placing a weed barrier over the vegetation, such as weighted down black plastic, until the vegetation dies.

A Firm Seedbed

A firm seedbed is very important for good seed to soil contact necessary for seed germination. Plant seeds less than one-quarter inch deep. Use a no-till drill or broadcast seeds after tillage and compaction of the seedbed. You will be able to see seeds on the soil surface at this depth. Consider hiring a contractor who specializes in native landscapes to prepare and seed the site.



Native plantings, such as the one above, require less maintenance than turf grass, a cost-effective alternative for many businesses.



Native plantings work well in open space next to trails. Notice the mowed turf grass border that keeps the site looking well-kept.

Seeding Date Guidelines

Plant seeds within these guideline dates:

Spring	April 1-July 1
Dormant	Nov. 15-Freeze
Frost	Feb. 1-March 15

Establishing Native Landscapes

Any perennial plant requires time to establish from seed. It is a multi-year process to achieve the desired, expected result. Consider signing a three-year maintenance agreement with a specialist to help obtain your desired results.

Maintaining Native Landscapes

Native landscapes do not require weekly mowings like turf grass. However, annual mowing and removal of clippings is recommended. These plantings also do well with fire management. Talk with an expert about possible fire management options.

Native Landscaping Websites

www.iowaprairienetwork.org
www.prcd.org/in/index.htm
www.prairienet.org
www.ia.nrcs.usda.gov
www.urbanwaterquality.org

"Seeding Native Landscapes" was designed and printed by:

the USDA-Natural Resources Conservation Service (NRCS), in cooperation with Urban Resources & Borderland Alliance Network (URBAN).

Photos provided by Jennifer Welch, URBAN; Stacy Schlader, Iowa NRCS; and Jake Janski, Minnesota Native Landscapes, Inc.

Seeding Native Landscapes

Establish native plants from seed for beautiful, low maintenance landscapes that provide a multitude of benefits for neighborhoods, acreages, businesses, parks, trails, and urban settings.



The purple coneflower is a beautiful summer/fall bloomer that attracts butterflies, bees and other pollinating insects.

Native plantings are beautiful additions to any urban landscape. Once established, native landscapes are low maintenance areas that provide great habitat for insects and birds adapted to Iowa.

Native plantings are also good for the environment. Their root architecture increases soil organic matter, builds soil quality, and helps retain and infiltrate stormwater.

Incorporating native plants can be as easy as planting young plants into landscaped areas. With additional work, larger plantings can be established through seedings. Adding a mowed turf grass border around native landscaping in urban settings gains wider acceptance of the new look.

What to Choose

It is important to choose high quality seed mixes native to Iowa. Numerous

Iowa seed producers sell high quality native mixes that match a variety of site conditions and preferences. One aspect of native landscaping some people find unappealing is an uneven appearance, with some species reaching six to eight feet tall. Some nurseries offer seed mixes featuring lower growing native species (4 ft. or less) with a more uniform appearance. This might be more suitable for urban settings.

The Establishment Process

During establishment, the native landscaping site can look weedy or unkempt, especially if it is not properly managed. During the first two growing seasons, annual weeds can dominate native plant seedlings. People often

become frustrated with how a young site looks. The best way to ensure a successful native planting is to understand the process. For example, many people become frustrated that native plants do not establish as quickly as bluegrass lawns. It takes several months before it is possible to see and identify native plant seedlings. Young native plants establish their deep (6-12 ft.) root systems before they put much energy into above ground plant growth. Once the roots are established, the plants will dominate and bloom beautifully. This may take two years or more.

Timeline

On the inside of this brochure we provide a timeline for native plantings, from seeding to establishment. This timeline applies to smaller neighborhood settings, larger acreages, or even larger corporate, campus-type settings. The timeline illustrates the steps to take and what to expect when planting a variety of native landscapes.



These native grasses and forbs, established from plants, make a beautifully landscaped area on this acreage in central Iowa.

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Iowa NRCS
Natural Resources Conservation Service
Helping People Help the Land

Native Landscapes Timeline

From Seeding to Establishment



Seeding

Plant a diverse native seed mix into bare land. The soil above had no perennial vegetation. If the site already has vegetation, it is important to chemically kill the existing plants prior to seeding.



Mow Often

Mowing will reduce competition from fast growing weeds and allow light to reach native seedlings. Frequent mowing during the first growing season will help plants become established.



Keep On Mowing

Mow 6-8 inches high about three times during the first growing season to keep weeds at bay. Most plantings will also need to be mowed twice in the second growing season.



Residential Setting

Native plantings provide a beautiful, low maintenance substitute for turf grass in wide open areas of residential neighborhoods. As new species mature and bloom, it will be spectacular!

May Year 1

June Year 1

July Year 1

Aug. Year 1

Sept. Year 1

Year 2

Year 3

Year 4



No Cause for Alarm

One month after planting, annual weeds may be the only visible vegetation. If the proper preparation, planting and maintenance procedure is followed, sparse growth is no cause for alarm during the establishment year.



Light the Way

Three months after seeding, it may be possible to detect native plants among annual weeds. Mowing provides sunlight necessary for small native plants to develop during the first growing season.



Early Bloomers

The Black-eyed Susan is an example of an early bloomer. These flowers can be very showy in year two and become less prominent over time. An inspection of a new establishment should indicate a diverse mixture of natives.



Corporate Setting

Businesses can incorporate native plants into their campuses. Above, a colorful mixture of native species protect the water quality of this pond from sediment runoff, fertilizers and other chemical pollutants.

Dave Guthrie

From: Chance Chesnut <chance@hubergrading.com>
Sent: Wednesday, April 17, 2019 10:55 AM
To: Dave Guthrie
Subject: RE: City Project

Dave,

We don't typically do those items. I think you would be better suited to ask Pezzetti Erosion Control as most of the items are erosion related. Here is a contact if you need one:

Jeff Pezzetti
Pezzetti Erosion Control
Office 1-515-967-0639
Cell 515-249-8211
jeff@jperosion.com

Sincerely,

Chance Chesnut, Operations Manager

Huber Grading Inc.

1410 NW Main St.
Elkhart, IA 50073
www.hubergrading.com
Office (515) 367-7407
Fax (515) 367-7409
Cell (515) 720-5080

From: Dave Guthrie <dguthrie@grimesiowa.gov>
Sent: Wednesday, April 17, 2019 10:45 AM
To: Chance Chesnut <chance@hubergrading.com>
Subject: City Project

Good Morning,

The City is wanting to make improvements on several detention areas throughout the City of Grimes. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

1. Flexamat install + soil mixutre and hydraulic mulching – per sq ft cost
2. Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping – per acre cost
3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost

5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

Dave Guthrie

From: Dave Guthrie
Sent: Wednesday, April 17, 2019 10:47 AM
To: 'jvandusseldorp@halbrookexcavating.com'
Subject: City Project

Good Morning,

The City is wanting to make improvements on several detention areas throughout the City of Grimes. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

1. Flexamat install + soil mixutre and hydraulic mulching – per sq ft cost
2. Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping – per acre cost
3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost
5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

Dave Guthrie

From: Dave Guthrie
Sent: Wednesday, April 17, 2019 11:10 AM
To: 'jeff@jperosion.com'
Subject: City Project

Good Morning,

The City of Grimes is wanting to make improvements on several detention areas throughout the City. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

1. Flexamat install + soil mixutre and hydraulic mulching – per sq ft cost
2. Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping – per acre cost
3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost
5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

Dave Guthrie

From: Scott J. Smith <scott@allterrainseeding.com>
Sent: Tuesday, April 09, 2019 11:28 AM
To: Weston Wunder
Cc: Dave Guthrie
Subject: Retention basin restoration work - City of Grimes
Attachments: PastedGraphic-1.tiff

Wes,

See attached quote on the restoration work for the retention basins in Grimes.

The Flexamat will be needed for Autumn Park 'C' and North Point Area 160 coming off the residential yard. 8' or 16' width, length TBD.

Let me know any questions.

Thanks Wes and sorry for the delay here.

Description	Cost
Flexamat install + soil mixture and hydraulic mulching	\$10.00 / per sq ft
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1,200 / per acre
RECP blanket install	\$.05 / per sq ft
3-12" stone cobble (for outlet areas) + geotextile	\$200 / per ton
Grading (North Point), laser leveling / flow line grading	\$225 / per hr

Scott J. Smith | President

Tel | 641 777 1011

Email | scott@allterrainseeding.com



Providing environmental sustainability + land stewardship with low-impact site restoration and bioretention services, since 2008

[CONFIDENTIAL DOCUMENT. PROPERTY OF ALL TERRAIN SEEDING. ALL RIGHTS RESERVED.]

Gabus Detention Pond

Flexamat install + soil mixutre and hydraulic mulching

Quoted Cost

\$10.00/sq ft

AreaEstimated Cost

Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping

\$1200/acre

.31 acre

\$ 373.00

RECP blanket install

\$.05/sq ft

13552 sq ft

\$ 678.00

3-12" stone cobble (for outlet areas) + geotextile

\$200/ton

16.5 ton

\$ 3,300.00

Grading, laser leveling / flow line grading

\$225/hour

10

\$ 2,250.00

TOTAL

\$ 6,601.00

NOT TO EXCEED AMOUNT \$ 5,150.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



NW Gabus Dr. Detention Area

Contractor Scope of Work

- 1) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Clean out silt by flared end section
- 2) Install rock to prevent future erosion
- 3) Project management and oversight
- 4) Construction observation
- 5) Trucking needs
- 6) Provide seed mix for native grasses

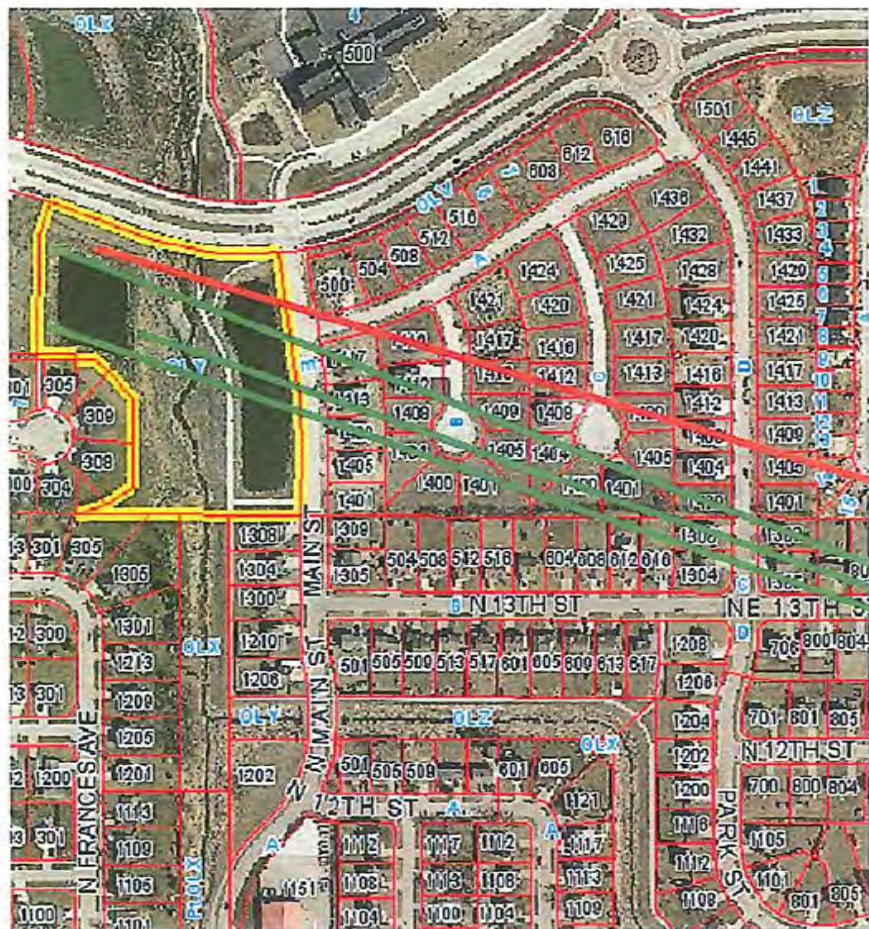
Seed with native grasses

Remove sediment and install rock

Beaverbrooke Detention Pond

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft		
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	.15 acre	\$ 1,200.00
RECP blanket install	\$.05/sq ft	6360 sq ft	\$ 1,200.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton		
Grading, laser leveling / flow line grading	\$225/hour	4.5	\$ 1,000.00
TOTAL			\$ 3,400.00
		NOT TO EXCEED AMOUNT	\$ 3,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



NE Beaverbrooke Blvd Detention Area

Contractor Scope of Work

- 1) Re-grade north side of detention area
- 2) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Trucking needs
- 4) Provide seed mix for native grasses

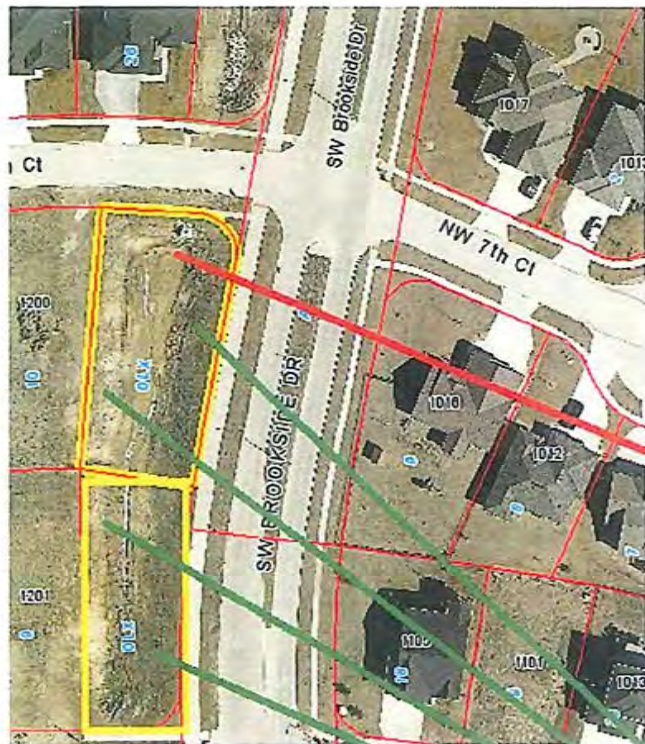
Re-grade area

Seed area with native grasses

Autuman Park Detention/Drainage Areas - West side of NW Brookside Dr.

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft	780	\$ 7,800.00
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	2.92	\$ 3,500.00
RECP blanket install	\$.05/sq ft	108900 sq ft	\$ 5,445.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton		
Grading , laser leveling / flow line grading	\$225/hour	16	\$ 3,600.00
TOTAL			\$ 20,345.00
		NO TOT EXCEED AMOUNT	\$ 20,045.00

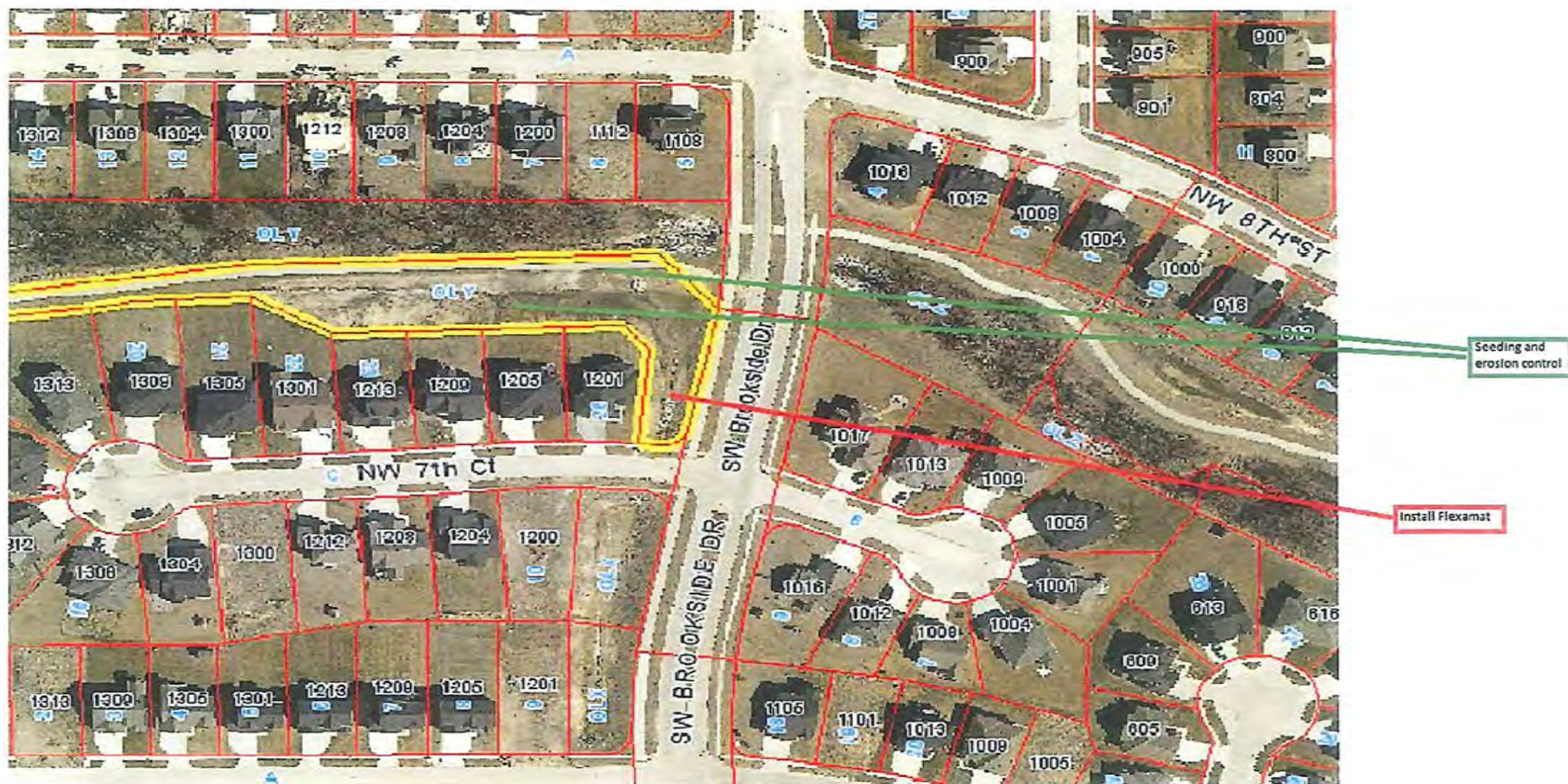
ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



Install Flexamat

Seed and Install
Erosion Control

side Dr.



Autumn Park Drainage Area West of NW Brookside Dr.

North Pointe Retention Area

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft		
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	1 acre	\$ 1,200.00
RECP blanket install	\$.05/sq ft	21250 sq ft	\$ 1,063.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton	6 ton	\$ 1,200.00
Grading , laser leveling / flow line grading	\$225/hour	16	<u>\$ 3,600.00</u>
TOTAL			\$ 7,063.00
		NOT TO EXCEED AMOUNT	\$ 7,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



North Pointe Detention Area

Contractor Scope of Work

- 1) Burn off vegetation near flared end section to allow for sediment removal and re-grading
- 2) Re-grade detention area to return to original grading plan
- 3) Clean out sediment near flared end section to allow for better water flow
- 4) Install stone to improve erosion control around flared end section
- 5) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Clean out trees in drainage area leading up to detention area
- 4) Trucking needs
- 5) Provide native seeding mix

Install rock

Burn off vegetation

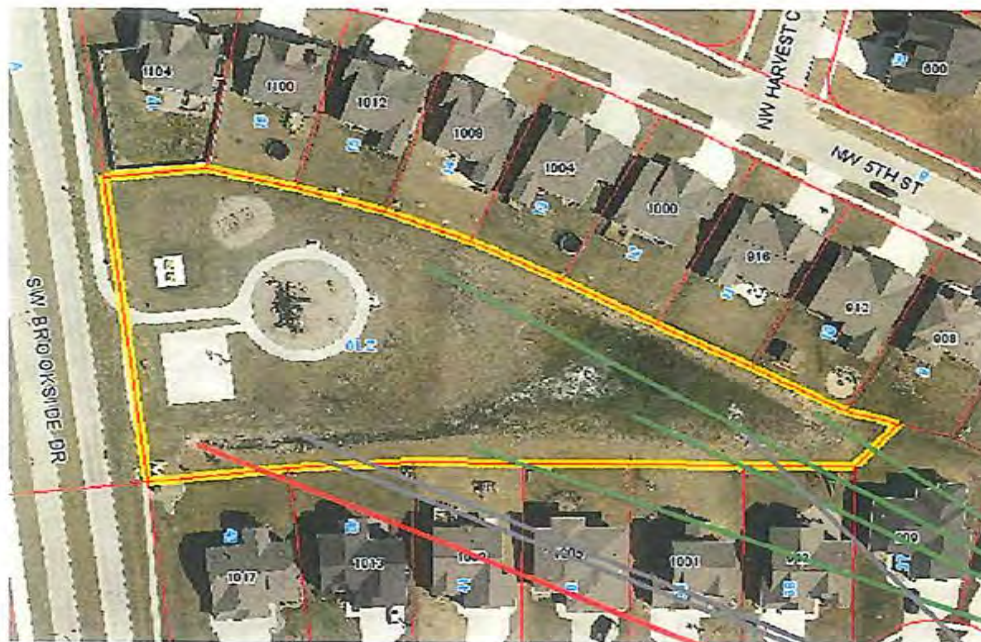
Remove trees

Re-grade and seed
with natives

Autumn Park Basin #1 (Next to the Park Area)

	<u>Quoted Cost</u>	<u>Area</u>	<u>Estimated Cost</u>
Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft	1280 sq ft	\$ 12,800.00
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre	0.725 acres	\$ 870.00
RECP blanket install	\$.05/sq ft	31581 sq ft	\$ 1,579.00
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton	28 ton	\$ 5,600.00
Grading, laser leveling / flow line grading	\$225/hour	16 hrs	\$ 3,600.00
TOTAL			\$ 24,449.00
		NOT OT EXCEED AMOUNT	\$ 24,000.00

ANY WORK NOT COMPLETED BY THE CONTRACTOR TO BE COMPLETED BY PUBLIC WORKS STAFF



Autumn Park Detention Area

Contractor Scope of Work

- 1) Re-grade detention area to return to original grading plan
- 2) Clean out sediment near flared end sections to allow for better water flow
- 3) Install stone to improve erosion control around flared end sections
- 4) Install Flexamat where needed
- 5) Seed area with native grasses to reduce maintenance costs, improve water quality, and to provide an aesthetic appeal.

Public Works Scope of Work

- 1) Project management and oversight
- 2) Construction observation
- 3) Trucking needs
- 4) Provide seed mix for native grasses

Install Flexamat

Install stone

Re-grade and seed
with natives

Management Tips

Weed Control

Weed control prior to seeding is critical. Controlling existing vegetation before planting is necessary to establish a successful seeding. Planting into established vegetation, such as turf grass, requires a chemical treatment to kill the existing vegetation. An alternative to chemical treatment is placing a weed barrier over the vegetation, such as weighted down black plastic, until the vegetation dies.

A Firm Seedbed

A firm seedbed is very important for good seed to soil contact necessary for seed germination. Plant seeds less than one-quarter inch deep. Use a no-till drill or broadcast seeds after tillage and compaction of the seedbed. You will be able to see seeds on the soil surface at this depth. Consider hiring a contractor who specializes in native landscapes to prepare and seed the site.



Native plantings, such as the one above, require less maintenance than turf grass, a cost-effective alternative for many businesses.



Native plantings work well in open space next to trails. Notice the mowed turf grass border that keeps the site looking well-kept.

Seeding Date Guidelines

Plant seeds within these guideline dates:

Spring	April 1-July 1
Dormant	Nov. 15-Freezing
Frost	Feb. 1-March 15

Establishing Native Landscapes

Any perennial plant requires time to establish from seed. It is a multi-year process to achieve the desired, expected result. Consider signing a three-year maintenance agreement with a specialist to help obtain your desired results.

Maintaining Native Landscapes

Native landscapes do not require weekly mowings like turf grass. However, annual mowing and removal of clippings is recommended. These plantings also do well with fire management. Talk with an expert about possible fire management options.

Native Landscaping Websites

www.iowaprairienetwork.org
www.prcd.org/in/index.htm
www.prairienet.org
www.ia.nrcs.usda.gov
www.urbanwaterquality.org

"Seeding Native Landscapes"

was designed and printed by:

the USDA-Natural Resources Conservation Service (NRCS), in cooperation with Urban Resources & Borderland Alliance Network (URBAN).

Photos provided by Jennifer Welch, URBAN; Stacy Schlader, Iowa NRCS; and Jake Janski, Minnesota Native Landscapes, Inc.

Seeding Native Landscapes

Establish native plants from seed for beautiful, low maintenance landscapes that provide a multitude of benefits for neighborhoods, acreages, businesses, parks, trails, and urban settings.



The purple coneflower is a beautiful summer/fall bloomer that attracts butterflies, bees and other pollinating insects.

Native plantings are beautiful additions to any urban landscape. Once established, native landscapes are low maintenance areas that provide great habitat for insects and birds adapted to Iowa.

Native plantings are also good for the environment. Their root architecture increases soil organic matter, builds soil quality, and helps retain and infiltrate stormwater.

Incorporating native plants can be as easy as planting young plants into landscaped areas. With additional work, larger plantings can be established through seedings. Adding a mowed turf grass border around native landscaping in urban settings gains wider acceptance of the new look.

What to Choose

It is important to choose high quality seed mixes native to Iowa. Numerous

Iowa seed producers sell high quality native mixes that match a variety of site conditions and preferences. One aspect of native landscaping some people find unappealing is an uneven appearance, with some species reaching six to eight feet tall. Some nurseries offer seed mixes featuring lower growing native species (4 ft. or less) with a more uniform appearance. This might be more suitable for urban settings.

The Establishment Process

During establishment, the native landscaping site can look weedy or unkempt, especially if it is not properly managed. During the first two growing seasons, annual weeds can dominate native plant seedlings. People often

become frustrated with how a young site looks. The best way to ensure a successful native planting is to understand the process. For example, many people become frustrated that native plants do not establish as quickly as bluegrass lawns. It takes several months before it is possible to see and identify native plant seedlings. Young native plants establish their deep (6-12 ft.) root systems before they put much energy into above ground plant growth. Once the roots are established, the plants will dominate and bloom beautifully. This may take two years or more.

Timeline

On the inside of this brochure we provide a timeline for native plantings, from seeding to establishment. This timeline applies to smaller neighborhood settings, larger acreages, or even larger corporate, campus-type settings. The timeline illustrates the steps to take and what to expect when planting a variety of native landscapes.



These native grasses and forbs, established from plants, make a beautifully landscaped area on this acreage in central Iowa.

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Iowa NRCS
 Helping People Help the Land

Native Landscapes Timeline

From Seeding to Establishment



Seeding

Plant a diverse native seed mix into bare land. The soil above had no perennial vegetation. If the site already has vegetation, it is important to chemically kill the existing plants prior to seeding.



Mow Often

Mowing will reduce competition from fast growing weeds and allow light to reach native seedlings. Frequent mowing during the first growing season will help plants become established.



Keep On Mowing

Mow 6-8 inches high about three times during the first growing season to keep weeds at bay. Most plantings will also need to be mowed twice in the second growing season.



Residential Setting

Native plantings provide a beautiful, low maintenance substitute for turf grass in wide open areas of residential neighborhoods. As new species mature and bloom, it will be spectacular!

May Year 1

June Year 1

July Year 1

Aug. Year 1

Sept. Year 1

Year 2

Year 3

Year 4



No Cause for Alarm

One month after planting, annual weeds may be the only visible vegetation. If the proper preparation, planting and maintenance procedure is followed, sparse growth is no cause for alarm during the establishment year.



Light the Way

Three months after seeding, it may be possible to detect native plants among annual weeds. Mowing provides sunlight necessary for small native plants to develop during the first growing season.



Early Bloomers

The Black-eyed Susan is an example of an early bloomer. These flowers can be very showy in year two and become less prominent over time. An inspection of a new establishment should indicate a diverse mixture of natives.



Corporate Setting

Businesses can incorporate native plants into their campuses. Above, a colorful mixture of native species protect the water quality of this pond from sediment runoff, fertilizers and other chemical pollutants.

Dave Guthrie

From: Chance Chesnut <chance@hubergrading.com>
Sent: Wednesday, April 17, 2019 10:55 AM
To: Dave Guthrie
Subject: RE: City Project

Dave,

We don't typically do those items. I think you would be better suited to ask Pezzetti Erosion Control as most of the items are erosion related. Here is a contact if you need one:

Jeff Pezzetti
Pezzetti Erosion Control
Office 1-515-967-0639
Cell 515-249-8211
jeff@jperosion.com

Sincerely,

Chance Chesnut, Operations Manager

Huber Grading Inc.

1410 NW Main St.
Elkhart, IA 50073
www.hubergrading.com
Office (515) 367-7407
Fax (515) 367-7409
Cell (515) 720-5080

From: Dave Guthrie <dguthrie@grimesiowa.gov>
Sent: Wednesday, April 17, 2019 10:45 AM
To: Chance Chesnut <chance@hubergrading.com>
Subject: City Project

Good Morning,

The City is wanting to make improvements on several detention areas throughout the City of Grimes. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

1. Flexamat install + soil mixutre and hydraulic mulching – per sq ft cost
2. Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping – per acre cost
3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost

5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager

City of Grimes

515-330-9438 cell

515-986-3936 office

515-986-3846 fax

Dave Guthrie

From: Dave Guthrie
Sent: Wednesday, April 17, 2019 10:47 AM
To: 'jvandusseldorp@halbrookexcavating.com'
Subject: City Project

Good Morning,

The City is wanting to make improvements on several detention areas throughout the City of Grimes. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

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3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost
5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

Dave Guthrie

From: Dave Guthrie
Sent: Wednesday, April 17, 2019 11:10 AM
To: 'jeff@jperosion.com'
Subject: City Project

Good Morning,

The City of Grimes is wanting to make improvements on several detention areas throughout the City. We are wanting to maintain project management and construction observation control on the project, but there are some tasks we will need help completing. I was wondering if you would be willing to work under these circumstances and if you could provide pricing for the following items:

1. Flexamat install + soil mixutre and hydraulic mulching – per sq ft cost
2. Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping – per acre cost
3. RECP blanket install – per sq ft cost
4. 3-12" stone cobble (for outlet areas) + geotextile – per ton cost
5. Grading, laser leveling / flow line grading – per hour cost

I look forward to hearing from you.

Thanks,

David Guthrie

Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax

Dave Guthrie

From: Scott J. Smith <scott@allterrainseeding.com>
Sent: Tuesday, April 09, 2019 11:28 AM
To: Weston Wunder
Cc: Dave Guthrie
Subject: Retention basin restoration work - City of Grimes
Attachments: PastedGraphic-1.tiff

Wes,

See attached quote on the restoration work for the retention basins in Grimes.

The Flexamat will be needed for Autumn Park 'C' and North Point Area 160 coming off the residential yard. 8' or 16' width, length TBD.

Let me know any questions.

Thanks Wes and sorry for the delay here.

Description	Cost
Flexamat install + soil mixture and hydraulic mulching	\$10.00 / per sq ft
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1,200 / per acre
RECP blanket install	\$.05 / per sq ft
3-12" stone cobble (for outlet areas) + geotextile	\$200 / per ton
Grading (North Point), laser leveling / flow line grading	\$225 / per hr

Scott J. Smith | President

Tel | 641 777 1011

Email | scott@allterrainseeding.com



Providing environmental sustainability + land stewardship with low-impact site restoration and bioretention services, since 2008

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

Contractor's Application for Payment No.

2

Application Period: 3/1/2019		Application Date: 3/28/2019	
To (Owner): City of Grimes	From (Contractor): All Terrain Seeding	Via (Engineer): FOX Engineering	
Project: Little Beaver & Prairie Creek Channel Improvements		Contract:	
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.: 7024-15B

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
1	\$16,380.00		1. ORIGINAL CONTRACT PRICE.....	\$ \$1,075,192.00
			2. Net change by Change Orders.....	\$ \$16,380.00
			3. Current Contract Price (Line 1 ± 2).....	\$ \$1,091,572.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$154,935.00
			5. RETAINAGE:	
			a. 5% X \$154,935.00 Work Completed.....	\$ \$7,746.75
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$7,746.75
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$147,188.25
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$46,379.19
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$100,809.06
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$944,383.75
TOTALS	\$16,380.00			
NET CHANGE BY CHANGE ORDERS		\$16,380.00		

Contractor's Certification

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

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

Contractor Signature

By:

Date:

4/2/19

Payment of: \$ 100,809.06
(Line 8 or other - attach explanation of the other amount)

is recommended by: 4/3/2019
(Engineer) (Date)

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

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Little Beaver & Prairie Creek Channel Improvements Project						Application Number: 2					
Application Period: February 1st to February 28, 2019						Application Date: 3/28/2019					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1.01	MOBILIZATION	1	LS	\$38,000.00	\$38,000.00	0.6	\$22,800.00		\$22,800.00	60.0%	\$15,200.00
1.02	TRAFFIC CONTROL	1	HR	\$4,500.00	\$4,500.00	0.25	\$1,125.00		\$1,125.00	25.0%	\$3,375.00
1.03	EXPLORATORY DIGGING	20	LF	\$175.00	\$3,500.00						\$3,500.00
1.04	REMOVE AND REPLACE EXISTING FIELD FENCE	110	LF	\$15.00	\$1,650.00						\$1,650.00
1.05	REMOVE AND REPLACE EXISTING CHAIN LINK FENCE	54	LF	\$30.00	\$1,620.00						\$1,620.00
1.06	REMOVE AND REPLACE EXISTING WOOD FENCE	145	LF	\$25.00	\$3,625.00						\$3,625.00
1.07	REMOVALS, DEBRIS REMOVAL, DEBRIS RELOCATION, AND MISCELLANEOUS REMOVALS	20	HR	\$300.00	\$6,000.00						\$6,000.00
1.08	TEMPORARY STREAM FLOW MANAGEMENT	1	LS	\$10,371.00	\$10,371.00						\$10,371.00
2.01	CLEARING AND GRUBBING, TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE A	6.4	AC	\$10,125.00	\$64,800.00	5.76	\$58,320.00		\$58,320.00	90.0%	\$6,480.00
2.02	CLEARING AND GRUBBING, SELECTIVE TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE B	1.9	AC	\$10,000.00	\$19,000.00	1.71	\$17,100.00		\$17,100.00	90.0%	\$1,900.00
2.03	CLEARING AND GRUBBING, SELECTIVE TREE AND BRUSH REMOVAL WITH DISPOSAL OFFSITE, TYPE C	3.8	AC	\$10,000.00	\$38,000.00	3.42	\$34,200.00		\$34,200.00	90.0%	\$3,800.00
2.04	ADDITIONAL TREE REMOVAL, 6 TO 12-INCH	25	EA	\$550.00	\$13,750.00						\$13,750.00
2.05	ADDITIONAL TREE REMOVAL, 13 TO 24-INCH	15	EA	\$1,000.00	\$15,000.00						\$15,000.00
2.06	ADDITIONAL TREE REMOVAL, 25 TO 48-INCH	5	EA	\$2,250.00	\$11,250.00						\$11,250.00
2.07	TOPSOIL, STRIP, SALVAGE, AND RESPREAD, 6-INCHES	3837	CY	\$10.00	\$38,370.00						\$38,370.00
2.08	EARTHWORK, CHANNEL	10473	CY	\$7.00	\$73,311.00						\$73,311.00
2.09	ENGINEERING FABRIC	500	SY	\$4.00	\$2,000.00						\$2,000.00
2.1	TEMPORARY SURFACING, CLASS A ROADSTONE	125	TON	\$40.00	\$5,000.00						\$5,000.00
2.11	TEMPORARY STREAM CROSSING	3	EA	\$2,000.00	\$6,000.00	1	\$2,000.00		\$2,000.00	33.3%	\$4,000.00
2.12	SECTION A CHANNEL REPAIR	570	LF	\$12.00	\$6,840.00						\$6,840.00
2.13	SECTION B CHANNEL REPAIR	1237	LF	\$6.00	\$7,422.00						\$7,422.00
2.14	SECTION C CHANNEL REPAIR	1188	LF	\$13.00	\$15,444.00						\$15,444.00
2.15	SECTION D CHANNEL REPAIR	742	LF	\$9.00	\$6,678.00						\$6,678.00
2.16	SECTION E CHANNEL REPAIR	520	LF	\$9.00	\$4,680.00						\$4,680.00
2.17	CHANNEL TOE REPAIR	2110	LF	\$19.00	\$40,090.00						\$40,090.00
2.18	CHANNEL SLOPE REPAIR	1190	LF	\$25.00	\$29,750.00						\$29,750.00
3.01	TRENCH FOUNDATION	100	TON	\$40.00	\$4,000.00						\$4,000.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL, TRENCH	100	CY	\$45.00	\$4,500.00						\$4,500.00
4.01	CORRUGATED POLYETHYLENE TUBING, 6-INCH	50	LF	\$10.00	\$500.00						\$500.00
4.02	CORRUGATED POLYETHYLENE TUBING, 8-INCH	50	LF	\$10.00	\$500.00						\$500.00
4.03	SDR 35 PVC, 4-INCH	60	LF	\$12.00	\$720.00						\$720.00
4.04	CMP TILE OUTLET PIPE, 6-INCH	100	LF	\$22.00	\$2,200.00						\$2,200.00
4.05	CMP TILE OUTLET PIPE, 8-INCH	50	LF	\$28.00	\$1,400.00						\$1,400.00
4.06	CMP TILE OUTLET PIPE, 10-INCH	20	LF	\$40.00	\$800.00						\$800.00
4.07	CMP TILE OUTLET PIPE, 12-INCH	10	LF	\$40.00	\$400.00						\$400.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Little Beaver & Prairie Creek Channel Improvements Project								Application Number: 2			
Application Period: February 1st to February 28, 2019								Application Date: 3/28/2019			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
4.08	CMP TILE OUTLET PIPE, 15-INCH	20	LF	\$50.00	\$1,000.00						\$1,000.00
4.09	TILE REPAIR, 4 TO 6-INCH	8	EA	\$500.00	\$4,000.00						\$4,000.00
4.10	TILE REPAIR, 8 TO 10-INCH	5	EA	\$800.00	\$4,000.00						\$4,000.00
4.11	REMOVE FLARED END SECTION	6	EA	\$250.00	\$1,500.00						\$1,500.00
4.12	STORM SEWER W/ FLARED END SECTION, 15-INCH	65	LF	\$115.00	\$7,475.00						\$7,475.00
4.13	STORM SEWER W/ FLARED END SECTION, 18-INCH	95	LF	\$275.00	\$26,125.00						\$26,125.00
4.14	STORM SEWER W/ FLARED END SECTION, 24-INCH	30	LF	\$450.00	\$13,500.00						\$13,500.00
6.01	STORM SEWER STRUCTURE, SW-401, 48-INCH	1	EA	\$4,800.00	\$4,800.00						\$4,800.00
6.02	REMOVE AND REINSTALL SANITARY SEWER MANHOLE CONE AND BARREL SECTION	1	LS	\$6,200.00	\$6,200.00						\$6,200.00
7.01	PAVEMENT AND TRAIL REMOVAL	596	SY	\$15.00	\$8,940.00						\$8,940.00
7.02	PCC TRAIL, 6-INCHES	596	SY	\$45.00	\$26,820.00						\$26,820.00
9.01	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 1	1.6	AC	\$4,500.00	\$7,200.00						\$7,200.00
9.02	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - MODIFIED TYPE 3A	0.6	AC	\$4,000.00	\$2,400.00						\$2,400.00
9.03	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - MODIFIED TYPE 3B	9.1	AC	\$3,200.00	\$29,120.00						\$29,120.00
9.04	OVERSEEDING - MODIFIED TYPE 3B	1.6	AC	\$1,500.00	\$2,400.00						\$2,400.00
9.05	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 4	1.6	AC	\$1,200.00	\$1,920.00						\$1,920.00
9.06	HYDRAULIC SEEDING, FERTILIZING, AND MULCHING - TYPE 5	12	AC	\$1,500.00	\$18,000.00						\$18,000.00
9.07	CROSS VANE, CLASS D RIPRAP	30	TON	\$185.00	\$5,550.00						\$5,550.00
9.08	ROCK RIFFLE, CLASS D RIPRAP	340	TON	\$70.00	\$23,800.00						\$23,800.00
9.09	STONE DEFLECTORS, CLASS B RIPRAP	100	TON	\$60.00	\$6,000.00						\$6,000.00
9.1	TOE PROTECTION, CLASS D RIPRAP	3212	TON	\$52.00	\$167,024.00						\$167,024.00
9.11	TOE PROTECTION, 12-INCH COIR LOG	4394	LF	\$9.50	\$41,743.00						\$41,743.00
9.12	RIP RAP, EROSION STONE	300	TON	\$40.00	\$12,000.00						\$12,000.00
9.13	RIP RAP, CLASS D REVETMENT	250	TON	\$55.00	\$13,750.00						\$13,750.00
9.14	RIP RAP, CLASS E REVETMENT	450	TON	\$45.00	\$20,250.00						\$20,250.00
9.15	TEMPORARY ROLLED EROSION CONTROL PRODUCT, FIBER MATTING	18223	SY	\$3.00	\$54,669.00						\$54,669.00
9.16	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2.C	100	SY	\$4.00	\$400.00						\$400.00
9.17	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2.D	100	SY	\$4.00	\$400.00						\$400.00
9.18	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 3.B	100	SY	\$4.00	\$400.00						\$400.00
9.19	TURF REINFORCEMENT MATTING, TYPE 2	275	SY	\$16.00	\$4,400.00						\$4,400.00
9.2	EROSION CONTROL, SILT FENCE, INSTALL & REMOVE	1565	LF	\$3.00	\$4,695.00						\$4,695.00
9.21	EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE	366	TON	\$40.00	\$14,640.00	75.25	\$3,010.00		\$3,010.00		\$11,630.00
9.22	EROSION CONTROL, TILE OUTLET PROTECTION	25	EA	\$500.00	\$12,500.00						\$12,500.00
9.23	EROSION CONTROL, SURFACE ROUGHENING	11	AC	\$200.00	\$2,200.00						\$2,200.00
9.24	EROSION CONTROL, TEMPORARY ROCK CHECK DAM	4	EA	\$1,200.00	\$4,800.00						\$4,800.00
9.25	EROSION CONTROL, STRAW WATTLE, 6-INCH	2500	LF	\$2.00	\$5,000.00						\$5,000.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Little Beaver & Prairie Creek Channel Improvements Project							Application Number: 2				
Application Period: February 1st to February 28, 2019							Application Date: 3/28/2019				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
9.26	TREE DRY WELL	10	EA	\$650.00	\$6,500.00						\$6,500.00
9.27	PLANTS WITH WARRANTY, 1-1/2 INCH CALIPER TREE	33	EA	\$300.00	\$9,900.00						\$9,900.00
A1.01	NATIVE SEEDING MAINTENANCE	1	LS	\$9,500.00	\$9,500.00						\$9,500.00
A1.02	ADDITIONAL MOWING	4	EA	\$2,000.00	\$8,000.00						\$8,000.00
CO1	Additional Tree Removal (Raw Water Main Project)	1	LS	\$16,380.00	\$16,380.00	1	\$16,380.00		\$16,380.00		
Totals							\$1,091,572.00		\$154,935.00	14.2%	\$936,637.00

Stored Material Summary

Contractor's Application

[illegible]

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Applicant License **LC0043360, Plaza Tapatia, 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: [MM/DD/YYYY](#)

License expiration date: [MM/DD/YYYY](#)

Number of days notice:

70 day notice:

Cancel date: [MM/DD/YYYY](#)

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Privileges LC0043360, Plaza Tapatia, 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 Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☐ [Brew Pub](#)
- ☐ [Catering Privilege](#)
- ☐ [Class B Native Wine Permit](#)
- ☐ [Class B Wine Permit \(Carryout Wine - Includes Native Wine\)](#)
- ☐ [Living Quarters](#)
- ☐ [Outdoor Service](#)
- ☒ [Sunday Sales](#)

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Applicant LC0043360, Plaza Tapatia, 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):	Plaza Tapatia INC. (Sole Proprietorship, Partnership, Corporation, etc.)	
Name of Business (D/B/A):	Plaza Tapatia	
Address of Premise:	200 SE Gateway Drive	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(319) 239-3212	Cell / Home Phone: (319) 239-3212
☐ Same Address		
Mailing Address:	1211 Second Street	
Mailing Address Line 2:		
City:	Perry	State: Iowa
Zip:	50220	
Contact Name:	Salvador Lepe	
Phone:	(319) 239-3212	Email Address: sandra@kjaccounting.net

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Applicant LE0001646, Walmart Supercenter #5748, 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):	Walmart Inc. (Sole Proprietorship, Partnership, Corporation, etc.)	
Name of Business (D/B/A):	Walmart Supercenter #5748	
Address of Premise:	2150 East 1st Street	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(479) 204-8820	Cell / Home Phone:
☐ Same Address		
Mailing Address:	508 SW 8th Street	
Mailing Address Line 2:		
City:	Bentonville	State: Arkansas
Zip:	72716050	
Contact Name:	Cynthia Montero	
Phone:	(479) 277-4656	Email Address: Cynthia.Montero@walmart.co

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Ownership **LE0001646, Walmart Supercenter #5748, 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.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Doug McMillon	1701 Tiger Blvd. , Bentonville, AR, 72716	1.00 %	View
Cynthia P. Moehring	2908 Red Fox Ridge, Bentonville, AR, 72712	0.00 %	View
Matthew Allen	3 S Beau Chene Lane, Rogers, AR, 72758	0.00 %	View
Andrea Marie Lazenby	9984 Philpott Rd. , Bentonville, AR, 72712	0.00 %	View

1

First Name:		Last Name:	
Address:			
Address Line 2:			
City:		State:	Please Select
Zip:			
Position:		SS#:	
Date of Birth:	MM/DD/YYYY	% of Ownership:	
		U.S. Citizen:	Please Select
Add			

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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Applicant License LE0002891, Spirits Liquor, 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: 05/02/2017 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 05/04/2019 MM/DD/YYYY

License expiration date: 05/03/2020 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

Licensees 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. ☐

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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.

- ☐ 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

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Ownership LE0002891, Spirits Liquor, 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.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
Manish Adhikari	105 NE 21st Circle, Grimes, IA, 50111	100.00 %	View

1

First Name:		Last Name:	
Address:			
Address Line 2:			
City:		State:	Please Select
Zip:			
Position:		SS#:	
Date of Birth:	MM/DD/YYYY	% of Ownership:	
		U.S. Citizen:	Please Select
Add			

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

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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: 06/01/2019 MM/DD/YYYY

License expiration date: 05/31/2020 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. ☐

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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](#)

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Ownership 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.

Corporate applicant's, list all shareholders having 10% or more interest in the corporation and all officers and directors of the corporation regardless of ownership interest. Sole Proprietors shall also include their spouse even if the spouse owns 0% interest. Non-profit corporations or associations need to list officers. Partnerships and Committees not registered with the Secretary of State office will need a trade name filing from their county recorder's office.

If you want to change ownership information at renewal time please finish the renewal with the current ownership listed. When you are finished please go to the Action List and submit an Ownership Update Application along with the license renewal.

Owners:

Name	Address	Percentage	
42-0935283 CASEY'S GENERAL STORE, INC.	PO BOX 3001, ANKENY, IA, 50021	100.00 %	View
Michael Richardson	4865 COPPER CREEK RD, PLEASANT HILL, IA, 50327	0.00 %	View
JOHN SOUPENE	3150 NW 82ND AVE, ANKENY, IA, 50023	0.00 %	View
JULIA JACKOWSKI	9813 ILTIS DR, URBAN DALE, IA, 50322	0.00 %	View
JAMES PISTILLO	3415-159TH ST, URBAN DALE, IA, 50323	0.00 %	View

1

First Name:		Last Name:	
Address:			
Address Line 2:			
City:		State:	Please Select
Zip:			
Position:		SS#:	
Date of Birth:	MM/DD/YYYY	% of Ownership:	
		U.S. Citizen:	Please Select
Add			

Please make sure you press "Add" after each owner's information is listed above before pushing the next button.

[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

[Terms and Conditions](#)
[Privacy Policy](#)

RESOLUTION NO. 05-0319 TO ADOPT A RECORD RETENTION MANUAL FOR THE
CITY OF GRIMES

WHEREAS, the City of Grimes intends to assist city officials in the management of records created and received in the conduct of city business. Records should facilitate the efficient, economical operation of government.

WHEREAS, a Record Retention Manual will provide a method of controlling records by establishing a timetable or schedule for destroying records that are no longer needed.

WHEREAS, the Iowa League of Cities has developed a Record Retention Manual for Iowa Cities which list categories or records, or series, and indicate minimum periods of time city officials need to keep them for administrative, legal, fiscal or historical purposes. The retention periods take into account requirements of the Code of Iowa, the Iowa Administrative Code and Federal law.

BE IT RESOLVED by the Grimes City Council adopt the Iowa League of Cities Record Retention Manual for Iowa Cities.

BE IT RESOLVED this 14th day of May, 2019.

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

ATTEST:

CITY OF GRIMES, IOWA

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

MINUTES TO ADOPT RESOLUTION
CONSENTING TO ASSIGNMENT OF
TRUSTEE AGENT AGREEMENTS;
ESCROW AGENT AGREEMENTS;
AND/OR PAYING AGENT AND
REGISTRAR AND TRANSFER AGENT
AGREEMENTS

Grimes, Iowa

May 14, 2019

The City Council of the City of Grimes, Iowa, met on May 14, 2019, at 5:30 o'clock .m., at the Grimes City Hall 101 NE Harvey Street, Grimes, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present: _____

Absent: _____.

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

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

RESOLUTION NO. 05-0419

Resolution consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements

WHEREAS, the City Council of the City of Grimes, Iowa (the "City"), has adopted certain resolutions (the "Resolutions") duly authorizing and providing for the issuance of certain bonds, notes or other obligations (collectively, the "Outstanding Obligations"); and

WHEREAS, pursuant to the Resolutions, the City appointed Bankers Trust Company, Des Moines, Iowa ("Bankers Trust"), as the registrar and paying agent for the Outstanding Obligations and approved the execution of Paying Agent and Registrar and Transfer Agent Agreements with Bankers Trust with respect to the Outstanding Obligations; and

WHEREAS, in connection with the issuance of certain Outstanding Obligations, the City may have also entered into certain Trustee Agent Agreements and/or Escrow Agent Agreements with Bankers Trust; and

WHEREAS, UMB Bank, n.a. ("UMB") will acquire the corporate trust business of Bankers Trust, and any existing Trustee Agent Agreements; Escrow Agent Agreements; and Paying Agent and Registrar and Transfer Agent Agreements (collectively, such Agreements are hereinafter referred to as the "Agreements") between the City and Bankers Trust will be assigned by Bankers Trust to UMB; and

WHEREAS, Bankers Trust and UMB have requested that the City consent to the assignment of the Agreements;

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

Section 1. The City hereby consents to the assignment of the Agreements from Bankers Trust to UMB. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to carry out the assignment of the Agreements, including the "Acknowledgment to Assignment" that has been prepared by Bankers Trust and presented to the City.

Section 2. The effective date of the assignment of the Agreements shall be as set forth in the Acknowledgment to Assignment.

Section 3. To the extent that the City has continuing disclosure requirements pursuant to Rule 15c2-12 of the Securities Exchange Act relative to the Outstanding Obligations, the City will cause a notice of the assignment of the Agreements to be posted on the MSRB Electronic Municipal Market Access (EMMA).

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved _____, 2019.

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 the proceedings of the City Council relating to adopting a resolution consenting to assignment of Trustee Agent Agreements; Escrow Agent Agreements; and/or Paying Agent and Registrar and Transfer Agent Agreements, as referred to therein.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk



News Release

UMB Financial Corporation
1010 Grand Boulevard
Kansas City, MO 64106

FOR IMMEDIATE RELEASE

Media Contact: Stephanie Hague: 816.860.5088
Investor Relations Contact: Kay Gregory: 816.860.7106

UMB Bank to Acquire Iowa Corporate Trust Business

KANSAS CITY, Mo. (March 5, 2019) — UMB Bank, n.a., a subsidiary of UMB Financial Corporation (Nasdaq: UMBF), announces an agreement to acquire the corporate trust business of Bankers Trust Company of Des Moines, Iowa—the dominant player in Iowa's corporate trust market. This move strategically and significantly grows UMB's corporate trust portfolio in the state of Iowa.

"We are thrilled with the opportunity to add this dynamic, market-leading team to our corporate trust business," president of UMB Institutional Banking Jim Cornelius said. "Bringing the Bankers Trust corporate trust team aboard in Iowa represents yet another way we are strategically growing our corporate trust footprint in key geographic areas. We have experienced significant growth the past few years, and adding Bankers Trust's team makes us even more optimistic about the future."

As part of the acquisition, UMB will open its first Iowa office and welcome the corporate trust associates from Bankers Trust, who will continue serving existing clients and growing new relationships.

"Bankers Trust is incredibly proud of our corporate trust team members and the business they have built over the years," Bankers Trust executive vice president of Investments and Wealth Management Scott Eltjes said. "With this transaction, UMB will acquire a top-notch team and book of business. The Wealth Management Division at Bankers Trust is an important strategic growth area for us, and we will continue investing in and growing our private client services, institutional custody, retirement plan services and South Dakota trust services businesses."

Following the acquisition, UMB will be the largest paying agent in Iowa. According to Thomson Reuters, UMB ranked third nationally for the number of new trustee transactions and for the number of new paying agent transactions in 2018.

About UMB:

UMB Financial Corporation (Nasdaq: UMBF) is a financial services company headquartered in Kansas City, Mo. UMB offers personal banking, commercial banking, healthcare services and institutional banking, which includes services to mutual funds and alternative-investment entities and investment advisory firms. UMB operates banking and wealth management centers throughout Missouri, Illinois, Colorado, Kansas, Oklahoma, Nebraska, Arizona and Texas. For more information, visit UMB.com, [UMB Blog](#) or follow us on Twitter at [@UMBBank](#), [UMB Facebook](#) and [UMB LinkedIn](#).

About Bankers Trust

Since 1917, Bankers Trust has been a leader for commercial and consumer banking services, investment management and wealth management. Headquartered in Des Moines, Iowa, and with total assets approaching \$4.6 billion, Bankers Trust is the largest independently owned depository institution in the state. The company employs more than 600 people across the country, with branches in Central Iowa (including Ames), Cedar Rapids, and Phoenix, and offices in Omaha and Sioux Falls. Bankers Trust invests more than \$1 million annually into the community, and Bankers Trust employees volunteer approximately 18,000 hours each year at nonprofit organizations. Learn more at BankersTrust.com.



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

AGENDA MEMO

Item No. X
For Meeting of 5/14/19

AGENDA HEADING: Beaverbrook Blvd. Crossing Cleanup

SYNOPSIS: Emergency repair, silt was blocking culvert and flooding occurred. Pedestrian crossing caused safety concerns. Received multiple complaints. Equipment usage, erosion control and cleanup work to maintain and improve area.

FISCAL IMPACT: \$7394.00

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Recommend approval of All Terrain Seeding invoice for \$7394.00.

INVOICE

To: **City of Grimes**
Wes Wunder
1700 SE Destination Drive
Grimes, IA 50111

Project: Beaverbrooke Blvd Crossing Cleanup

Date: April 15, 2019

Excavator Rate	14.4 HR	\$300 / HR	\$4,320.00
12" Filter Sock Dike	858 LF	\$3.00 / LF	\$2,574.00
Mobilization	LS	\$500.00	\$500.00

TOTAL AMOUNT DUE	\$7,394.00
-------------------------	-------------------

Thank you for the business,



SCOTT J. SMITH, PRESIDENT



PO BOX 470
POLK CITY, IOWA 52501

(641) 777-1011
WWW.ALLTERRAINSEEDING.COM

P.O. No. _____

CITY OF GRIMES

24702

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier All Terrain Sealing
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
			\$ 7394.00

PURCHASE JUSTIFICATION: Beaverbrook Blvd crossing cleanup - -
emergency repair, silt was blocking culvert & flooding,
ped crossing causing safety concerns, received multiple complaints

DEPARTMENT: Storm Water

LINE ITEM: 740-865-6504

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Wesley Wundt DATE: 4-30-19
PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator

Date

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

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy



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

AGENDA MEMO

Item No. X
For Meeting of 5/14/19

AGENDA HEADING: Mosquito control 2019 season

SYNOPSIS: This vendor communicates weekly regarding application dates so this can be posted and communicated to the City for resident safety and awareness. The vendor communicated directly to assure a local bee keeper that correct, regulated application was being used. The \$50 per application increase from last year is based on additional areas to cover due to City growth.

FISCAL IMPACT: \$1400 per application

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: Recommend approval of contract with Wilson Brothers for 2019 season of \$1400 per application.



Wilson Bros.
Perry, Iowa 50220

CITY OF GRIMES
GRIMES, IA

MOSQUITO CONTROL 2019

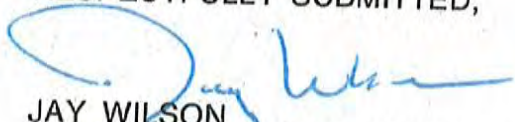
QUOTATION

MOSQUITO CONTROL FOR THE CITY SUMMER 2019.
TREATMENT FOR ADULT MOSQUITOS AND LARVAE AS NEEDED.

PER ADULT APPLICATION.....\$1400.00

THANK YOU,

RESPECTFULLY SUBMITTED,


JAY WILSON
WILSON BROS PEST CONTROL
PERRY, IA 50220
515-465-3690



MidAmerican Energy
PO BOX 657
Des Moines, IA 50306

March 5, 2018

The City of Grimes
Attention: Jake Anderson, City Administrator
101 NE Harvey Street
Grimes, IA, 50111
janderson@grimesiowa.gov

Reference: Electric underground service to serve a new water tower in Grimes, IA.

Dear Mr. Anderson:

We are pleased to submit two (2) copies of the Refundable Advance for Construction Underground Electric Service Extension Proposal for Speculative Use for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return all two (2) copies of the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to start the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at (515) 252-6565.

Sincerely,
MidAmerican Energy Company

Dustin Wedlund
Customer Project Coordinator

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL FOR SPECULATIVE USE

MidAmerican Energy Company, an Iowa corporation and the City of Grimes ("Applicant"), agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground to serve a New Water Tower in Grimes, IA as shown on the attached drawings.
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of **\$33,141.63** which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. Please submit payment with Applicant's signed acceptance of this Proposal. If MidAmerican Energy Company is caused by Applicant to work during the winter construction season, Applicant agrees to pay in cash an additional sum of \$4.96 per trench foot as a refundable Advance for Construction for all required trenching.
4. The Advance for Construction shall be subject to refund by MidAmerican Energy Company to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. This will span a six-year period at the rate of fifty percent (50%) of the annual metered electric service bill of the above Applicant.
 - b. If additional customers are connected to the above described line extension, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent the base revenue exceeds the additional distribution construction costs incurred by MidAmerican Energy Company. Base revenue shall be estimated annual kilowatt hours based on similarly situated customers, less the cost of fuel.

- c. Refunds shall be made on the anniversary date of the original advance payment or sooner at the option of MidAmerican Energy Company.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue received after six (6) years from the date of the original advance payment.
 - f. Never shall the total of refunds exceed the refundable portion of the payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
- a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
7. Applicant shall be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 8th day of February, 2019.

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____, 2019.

APPLICANT:

By: _____

Title: _____

NOTICE OF PUBLIC HEARING ON PLANS SPECIFICATIONS AND FORM OF CONTRACT AND NOTICE TO BIDDERS

Notice of public hearing and letting on proposed plans and specifications, proposed form of contract and estimate of cost for, **"2019 CITY OF GRIMES HMA RESURFACING PROJECT"**, for the City of GRIMES, Iowa and the taking of bids therefore.

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the City of GRIMES, Iowa, at the City Hall, until **2:00 o'clock P.M.**, on the **24th day of May, 2019**, for **"2019 CITY OF GRIMES HMA RESURFACING PROJECT"**, and work incidental there as hereinafter described in general, and as described in detail in the plans and specifications for said improvements now on file in the office of the City Clerk no later than May 15, 2019.

Proposals received will be opened and tabulated at a public meeting presided over by the appointed City representative at **2:00 o'clock P.M., on the 24th day of May, 2019** at Grimes City Hall, after which the proposals will be presented to the City Council of GRIMES, Iowa, and considered at a meeting to be held in the City Hall, GRIMES, Iowa, at **5:30 o'clock P.M. on the 28th day of May, 2019**, or at such later time and place as may then be fixed.

The City Council of GRIMES, Iowa, will hold a public hearing on the proposed plans, specifications, form of contracts and estimate of cost for the construction of said improvements hereinafter described in accordance with the provisions of Chapter 384, Code of Iowa, at **5:30 o'clock P.M. on the 28th day of May, 2019**, in the City of GRIMES, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements.

A general description of the work upon which proposals will be received is as follows:

The project consists of improvements being, approximately:

819	HMA OVERLAY, TON
394	HMA PATCHING, TON
5906	MILLING, SY

and all associated equipment, labor and materials to complete these items and related items of works as noted in the plans and specifications.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications now on file and the general stipulation for said improvements approved by the City Council.

All bids must be filed with the Clerk on or before the time herein set, all bids shall be made on forms furnished by the City, and must be enclosed in a separate sealed envelope and plainly identified with the name of the bidder and the project name. Each proposal shall be accompanied by a bid bond, cashier's or certified check or a credit union certified share draft, in a separate sealed, identified envelope written with an amount equal to 10 percent (10%) of the total amount of the proposal. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States; and such check or share draft should be made payable to the Treasurer of the City of GRIMES as a security that if awarded a contract by resolution of said Council, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bond and certificate of insurance. The certified or

cashier's check or certified share draft may be cashed, or the bid bond redeemed, if the contractor fails to enter into a contract, or fails to provide a certificate of insurance on the form provided in the specifications within ten (10) days after the acceptance of his proposal by resolution of the Council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

The City reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contracts as it shall deem for the best interest of the City.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed 30 calendar days after the date bids are to be received.

Liquidated damages in the amount of \$100.00 per calendar day will be assessed for each day that work shall remain uncompleted after the end of the contract period with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.

The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, and the bond is to be issued by a responsible surety and shall guarantee the faithful performance of the contract and the terms and condition therein contained and shall guarantee the prompt payment for the materials and labor and protect and save harmless the City and its agents from claims and damages of any kind caused by the operation of the Contractor.

Project starting date will be specified in the written Notice to Proceed. The project shall be substantially completed by **July 31, 2019**. A Notice to Proceed on the projects is expected to be issued on or about **May 29, 2019**.

By virtue of the statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor to the extent lawfully required under Iowa statutes.

Partial payments to the Contractor may be made periodically throughout the duration of this project in intervals not less than 30 days and not greater than 90 days. Partial payments will be in amounts proportionate to the amount of work completed. Requests for partial payments shall be submitted to the Consultant Engineer for review at least ten (10) calendar days prior to the second Tuesday of the month. Upon his review of the partial payment request, and upon his judgment of the work completed, the Consultant Engineer may or may not recommend payment at the regularly scheduled City Council meeting on the second Tuesday of the month.

Payments to the Contractor will be made in cash from such cash funds of said City as may be legally used for said purposes, including the proceeds from the Local Option Tax, General Obligation Bonds and non-participating items from Sewer Revenue Funds. Any other combination of funds may be used at the discretion of the City Council.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and workers and all persons furnishing materials have been fully paid for such materials and labor and that the City may retain up to FIVE (5) PERCENT of the project cost for a period of ninety (90) calendar days following such completion and approval, unless satisfied that all subcontractors and workers and all persons furnishing materials have been paid.

Before final payment will be made, the Contractor shall file, in duplicate with the City an itemized statement showing the amount of Iowa Sales Tax and Use Tax, and to whom paid on all materials which have become a part of the finished work.

Final payment will be made within thirty (30) calendar days after completion and final acceptance by the City Council, providing no claims are on file, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, 1993.

If final payment is not made within the time allowed under Section 573.14 of the Iowa Code, 1993, the Contractor will be entitled to interest on the amount unpaid, at a rate determined by the 1993 Iowa Code Section 12C.6. Payment of the cost of said projects will be made from cash on hand, special assessments or other funds as may be legally used for said purpose.

Plans and specifications governing the construction of the proposed improvements have been prepared by **LEE Chamberlin Consultant Engineers, P.L.L.C.**; which plans and specifications and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contracts will be on file no later than **May 15, 2019** in the office of the Clerk, City Hall, GRIMES, Iowa, for examination by bidders. Copies may also be obtained from **LEE Chamberlin Consultant Engineers, P.L.L.C., 3117 115th STREET, VAN METER, Iowa, 50261**, NO deposit is required.

Published upon order of the City Council of GRIMES, Iowa.

Scott Mikkelsen, City Mayor

Attest: _____
Rochelle Williams, City Clerk

Date: _____



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

AGENDA MEMO

Item No. XX-XXX
For Meeting of May 14, 2019

AGENDA HEADING:

Development Services Plotter/Scanner Purchase

SYNOPSIS:

As the City moves towards a more digital environment, the acquisition of a large format plotter/scanner is necessary to begin the digitization process.

FISCAL IMPACT:

The 18/19 budget allocated funding within the Development Services Department budget for the acquisition of a plotter/scanner, totaling \$10,000.

Based upon the intended use of the machine, the anticipated useful life of the machine is expected to be 10 years.

Consumables for the machine are not included in the quote, but are expected to be less than \$500 annually.

PREVIOUS COUNCIL ACTION(S):

Budget approval.

BOARD/COMMISSION ACTION(S):

N/A

STAFF/COMMITTEE RECOMMENDATION:

Based upon the obtained quotes, staff would recommend approval of the following low bid.

Equipment: TX-3000 Plotter/Scanner

Supplier: Beeline & Blue

Cost: \$6,250

City of Grimes

TX-3000 36in 2 roll Plotter/Scanner

MSRP - \$9,995.00

Customer Discount - \$3,745.00

Machine Price - **\$6,250.00**

TX-3000 36in 1 roll Plotter/Scanner

MSRP - \$8,995.00

Customer Discount - \$3,317.67

Machine Price - **\$5,677.33**

Tm-305 Plotter/scanner

MSRP - \$7,995.00

Customer Discount - \$2,177.67

Machine Price - **\$5,817.33**

Consumables for TX system

Inks (5, 700ml tanks) - \$294.00 ea

36"/500' 20lb bond paper - \$37.50

Surge protector - \$59.99

Delivery, install and training - FREE
(ink tanks can be different sizes)

Consumables for TM system

Inks (5, 300 ml tanks) \$139.00 ea

36"/500' 20lb bond paper - \$37.50

Surge protector - \$59.99

Delivery, install and training - FREE
(ink tanks can be different sizes)

Tax not included

Service agreements start at \$59.99 a month

Leases are available for 36 months





301 E. Locust St
Des Moines, Ia 50309
Phone (800) 934-5624
Fax (515) 244-8396
www.kochofficegroup.com

Jon Schuler
j.schuler@kochofficegroup.com

Friday, April 05, 2019

CITY OF GRIMES
101 N HARVEY STREET
GRIMES IA 50111

Equipment Proposed

<u>QTY</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>
1	Canon	TX3000mfp T36	36" plotter / scanner

Purchase Price
\$57,123.00

Annual GMA
\$695.00

Guaranteed Maintenance Agreement

The guaranteed maintenance agreement includes all parts, service and labor. This is for the plotter only. This excludes only paper, ink and print heads.

Thank you for the opportunity to submit a proposal. Please contact us if you have any questions or need any additional information at (800) 947-5624.

Sincerely,

Koch Office Group

Business Technologies Managed IT Services Office Interiors Office Supplies Print Services

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

**BUSINESS SOLUTIONS GROUP**

4201 NW Urbandale Drive, Urbandale, IA 50322
515.283.0607 ♦ www.mmitiowa.com



City of Grimes
101 NE Harvey St
Grimes, IA 50111
515-986-3036

Date: **4/9/2019**
Sales Rep: Mike Hansen
Quote Number: DQM18362
Expires: 4/30/2019

Alex,

ITEM	Model	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
TX 3000MFP T36	TX-3000MFP T36	Canon TX3000 MFP – 36" Wide Format Printer	1	\$7,139.50	\$7,139.50
CIRU32	TX-3000MFP T36	Roll Unit (2 nd Roll Option)	1	\$610.50	\$610.50
		**Includes Delivery, Installation, Setup, and Training			
		**160mL Ink Tanks Each Color – 330mL MBK			
Total				\$7,750.00 Plus tax	

Service and Support:

- **90-Day Warranty**
- **3-Year Warranty Optional - \$3,000.00**

All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Mike Hansen

Accepted by: _____
(Signature)

(Date)

Technology Simplified. Since 1937.

CONFIDENTIAL. Please do not distribute to third parties.

Resolution # 05-0619 “A Resolution Approving Personnel Transactions”

WHEREAS, the City Administrator recommends the following hires and additions to the payroll.

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. Authorizing wages for the following positions

Part Time GCC Night Supervisor: Brady Clark \$9.50 per hour (starting the end of May 2019)

Part-time Seasonal Program Assistant: Kieran Shawhan \$8.50 per hour, (starting June 2019)

Section 2. That the pay for each employee shall be in a manner that does not unnecessarily lead the market but is sufficiently competitive to attract qualified persons.

Section 4. All new hires are subject to a standard probationary period that shall be no less than 90 days but may be extended for a longer period as determined by the City Administrator.

PASSED AND APPROVED this 14th Day of May, 2019.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk

6.D
Development

1/2 Dec 2016
1/2 June 2017

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$ 98,000.
- (3) Base Valuation of Property:
\$ 7,000.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 91,000 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 91,000 x \$ 34.49671 / 1000 x 90% commercial rollback
- (7) Developer's Estimate = \$ 2825 x Annual Percentage = \$ 2825
100%

PAID

125-520-6498

\$1412.50

mmw

Hubbell
Realty
2012

1/2 Dec
2018
1/2 June
2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20 __.
- (2) Assessed Valuation of Property as of January 1, 20 17:
\$ 4,253,950
- (3) Base Valuation of Property:
\$ 5700
- (4) Incremental Valuation of Property (2 minus 3):
\$ 4248,250 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 4248,250 x \$ 34.49671 /1000 x 90% commercial
rollback
- (7) Developer's Estimate = \$ 131,896 x Annual Percentage = \$ 131,896
100%

#125-550-6498

\$ 65,948.00

mmw

Hubbell
Realty 2014

12 Dec 2018
12 June 2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20 __.
- (2) Assessed Valuation of Property as of January 1, 20 17:
\$ 3,101,150.
- (3) Base Valuation of Property:
\$ 6719.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 3,094,431 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 3,094,431 x \$ 34.49671 /1000 x 90% commercial wellback
- (7) Developer's Estimate = \$ 96,073 x Annual Percentage = \$ 96,073
100%

PAID

#125-520-6498

\$ 48,036.50

mmw

Premier
Concrete

1/2 Dec 2018
1/2 June
2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 2017:
\$ 745,000.
- (3) Base Valuation of Property:
\$.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 745,000 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 745,000 x \$ 34.49671 /1000 x 90% *commercial
rollback*
- (7) Developer's Estimate = \$ 23,130 x Annual Percentage = \$ 23,130
100%

125-520-6498

\$ 11,565.00

PAID

mm

Shade
Tree
Auto

1/2 Dec
2018
1/2 June
2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 2017:
\$ 1,570,000
- (3) Base Valuation of Property:
\$ 3870
- (4) Incremental Valuation of Property (2 minus 3):
\$ 1,566,130 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 1,566,130 x \$ 34.49671 /1000 x 98% commercial
rollback
- (7) Developer's Estimate = \$ 48624 x Annual Percentage = \$ 36,468
75%

Fiscal Year of City	Annual Percentage
2018-2019	75%
2019-2020	60%
2020-2021	45%
2021-2022	30%
2022-2023	15%

PAID

#125-520-6498

\$18,234.00

mm

Saw Pro

12 Dec 2018
12 June 2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20 17:
\$ 922,000.
- (3) Base Valuation of Property:
\$ _____.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 922,000 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 922,000 x \$ 34.49671 /1000 x 90% *commercial
rollback*
- (7) Developer's Estimate = \$ 28,625 x Annual Percentage = \$ 28,625
100%

125-520-6498

\$14,312.50

PAID

mm

Total
Family
Expense

1/2 Dec 2018
1/2 June
2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20 __.
- (2) Assessed Valuation of Property as of January 1, 20 17 :
\$ 1,730,000.
- (3) Base Valuation of Property:
\$ 2600.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 1,727,400 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5). *Commercial wellback*
\$ 1,727,470 x \$ 34.49671 /1000 x 90%
- (7) Developer's Estimate = \$ 53,632 x Annual Percentage = \$ 40,224
75%

Fiscal Year of City	Annual Percentage
2018-2019	75%
2019-2020	60%
2020-2021	45%
2021-2022	30%
2022-2023	15%

PAID

125-520-6498

\$ 20,112.00

man

TNC
LLC

1/2 Dec 2018
1/2 June 2019

EXHIBIT B

DEVELOPER'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 2017:
\$ 52,000.
- (3) Base Valuation of Property:
\$ 36,500.
- (4) Incremental Valuation of Property (2 minus 3):
\$ 15,500 (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$ 34.49671 per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$ 15,500 x \$ 34.49671 /1000 x 90% commercial
rollback
- (7) Developer's Estimate = \$ 481 x Annual Percentage = \$ 481
100%

#125-520-6498

\$240.50

mmj

PAID



May 2, 2019

VIA E-MAIL

Jake Anderson
City Administrator/City Hall
Grimes, Iowa

Re: Grimes, Iowa
General Obligation Corporate Purpose Bonds, Series 2019A
General Obligation Corporate Purpose Note, Series 2019B

Dear Jake:

I am writing to explain our role as Bond Counsel and Disclosure Counsel for the City of Grimes's (the "City") proposed bond market offering of General Obligation Corporate Purpose Bonds borrowing to construct street, water system, sanitary sewer system, sidewalk, storm water drainage and waterway improvements; and acquiring an ambulance. It is our understanding that the City will issue: (1) General Obligation Corporate Purpose Bonds, Series 2019A (the "2019A Bonds") in the approximate principal amount of \$4,600,000 into the municipal bond market, through a competitive sale to be facilitated by the City's municipal financial advisor, Piper Jaffray & Co. (the "Financial Advisor"). In addition, the City will issue a short term General Obligation Corporate Purpose Note, Series 2019B (the "2019B Note") to a local bank in the approximate principal amount of \$3,200,000.

As Bond Counsel, it is our responsibility to provide legal representation to the City with respect to the authorization of the issuance of the 2019A Bonds and the 2019B Note. In serving the City as Bond Counsel, we will prepare appropriate resolutions, notices, agreements, filings and certificates, consult with the Financial Advisor, and undertake such additional duties as we deem necessary to help the City through this transaction. At closing of the issuance of the 2019A Bonds, assuming the proper conditions are in place, we will deliver our opinion that (1) the 2019A Bonds are valid and binding general obligations of the City and (2) the interest paid on the 2019A Bonds will be excluded from gross income for federal income tax purposes. We will also provide our legal opinion at the closing for the 2019B Note.

We have also been asked to serve as Disclosure Counsel in order to assist with securities regulatory compliance for the offering of the 2019A Bonds. As Disclosure Counsel we will prepare the body of the Official Statement which will be necessary for the sale of the 2019A Bonds and consult and advise on related disclosure and continuing disclosure matters. We will perform "due diligence" functions and perform certain other functions as may be necessary to fulfill our responsibilities as Disclosure Counsel. We will not be responsible for the preparation of Appendix A to the Official Statement, but we will coordinate with the Financial Advisor as they work with you to prepare that portion of the document.

In performing our services as Bond Counsel and Disclosure Counsel, our sole client in this matter will be the City of Grimes. We will not represent any other party in this financing and

Page 2

it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our fees and expenses for legal services as Bond Counsel and Disclosure Counsel for the issuance of the 2019A Bonds will not exceed \$22,500. In addition, our fees as Bond Counsel for the 2019B Note issuance will not exceed \$3,000.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,



John P. Danos

JPD/sl

I understand and agree to the arrangements stated above.

CITY OF GRIMES, IOWA

BY: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

Settlement Statement

<u>Name and Address of Buyer</u> City of Grimes 101 NE Harvey Street Grimes, IA 50111		<u>Name and Address of Seller</u> Gabus Family Trust L.C. 4410 Merle Hay Road Des Moines, IA 50310	
<u>Property Location</u> Portion of 1650 SE 37th Street, Grimes, Polk County, Iowa (SE 37th Street Improvements)		<u>Name and Address of Lender</u>	<u>Settlement Date</u> 05/03/2019
SUMMARY OF BORROWER'S TRANSACTION		SUMMARY OF SELLER'S TRANSACTION	
Gross Amount Due From Borrower		Gross Amount Due To Seller	
Sales Price	\$16,710.00	Sales Price	\$16,710.00
Other:		Other:	
Total Due From Borrower	16,710.00	Total Due Seller	16,710.00
Settlement Charges to Borrower:		Settlement Charges to Seller:	
Record Warranty Deed - POC			
Transfer Tax - POC			
Gross Amount Due From Borrower	16,710.00	Gross amount due from Seller	0.00
Amounts Paid By Or In Behalf of Borrower		Reductions In Amount Due To Seller	
Other Disbursements			
Cash From Buyers	(\$16,710.00)	Cash To Seller	\$16,710.00
City of Grimes By: _____ Scott Mikkelsen, Mayor City of Grimes By: _____ Rochelle Williams, City Clerk	Date: Date:	Gabus Family Trust, L.C. By: _____ Dee Kading, Manager	Date:

Rochelle Williams

From: Alecia A. Meuleners <Meuleners@whitfieldlaw.com>
Sent: Wednesday, May 08, 2019 3:02 PM
To: Rochelle Williams
Cc: Marlene M. Baustian
Subject: RE: Gabus - SE 37th Condemnation

This pertains to the fee title acquisition of land for use in the SE 37th Street Improvements project. The acquisition was negotiated by the City's right of way agent in lieu of condemnation. This reflects payment for the fee acquisition only (not easements). The purchase agreement required the City to pay for the recording and transfer tax in order to file the deed. The property owner paid the prorated real estate taxes by check directly payable to the County Treasurer.



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

AGENDA MEMO

Item No. ____

For Meeting on May 14, 2019

AGENDA HEADING: Little Beaver & Prairie Creek Channel Improvements – Change order No. 2 for \$1,400.00

SYNOPSIS: The Contractor will remove three (3) trees from the SE 37th St at HWY 141 project. The trees are to be relocated to the south side of Little Beaver Creek west of NW Brookside Drive for a total cost of \$750. In addition, the change order includes removal of a large downed tree outside the work limits for the Little Beaver & Prairie Creek Channel Improvements project for a cost of \$650 as described in Work Change Directive No.1.

The Contractor has requested additional days be added to the contract for the time and productivity lost as a result of the city delaying work in the Phase 2 areas during tree removal. The Contractor indicated that this altered their work plan and forced them to move work to another area, thereby causing the contractor to move equipment and personnel to another location on the project. The contractor has claimed that the delay imposed by the city delayed their work by three days.

FISCAL IMPACT: The additional cost for this work is \$1,400.00. The City completed all remaining tree removals for the SE 37th St at HWY 141 Improvements project, resulting in a savings of \$8,280.00. Three of the removed trees were relocated to the Little Beaver & Prairie Creek Channel Improvements project at a cost of \$750.00. The net savings between the two projects for tree removal/relocation is \$7,530.00.

PREVIOUS COUNCIL ACTION(S): N/A

BOARD/COMMISSION ACTION(S): N/A

STAFF/COMMITTEE RECOMMENDATION: Move to accept Change Order No. 2 in the amount of \$1,400.00 with the addition of 3 days added to the completion date for Milestone #2 as well as for substantial and final completion.

Date of Issuance: May 1, 2019	Effective Date: May 15, 2019
Owner: City of Grimes	Owner's Contract No.:
Contractor: All Terrain Seeding	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 7024-15B
Project: Little Beaver & Prairie Creek Channel Improvements	Contract Name:

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

Description: Perform three (3) tree transplantations from the SE 37th St at HW 141 Improvements project (FOX PN 1005-17A), a separate City of Grimes project. The tree transplantations are described as follows and as shown in the attached drawings:

- Tree at STA 311+63, 71' Rt shown on U.02 to be relocated
- Tree at STA 323+75, 55' Lt shown on U.03 to be relocated
- Tree at STA 325+48, 48' Lt shown on U.03 to be relocated

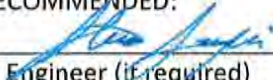
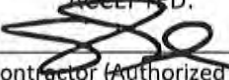
The three trees are to be relocated west of NW Brookside Drive on Little Beaver Creek.

The unit price to perform this additional work is: 3 tree relocations x \$250/tree relocation = **\$750.00 increase**

Removal of existing downed 48-inch tree at the south end of Prairie Creek located outside the construction limits. Contractor shall protect existing trail from damage = **\$650.00 increase**.

Attachments: *Drawings U.02 and U.03*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>1,075,192.00</u>	Original Contract Times: Substantial Completion: <u>July 1, 2019</u> Ready for Final Payment: <u>September 13, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>16,380.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u> </u> Ready for Final Payment: <u> </u> days
Contract Price prior to this Change Order: \$ <u>1,091,572.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 1, 2019</u> Ready for Final Payment: <u>September 13, 2019</u> days or dates
Increase of this Change Order: \$ <u>1,400.00</u>	Increase of this Change Order: Substantial Completion: <u>3 days</u> Ready for Final Payment: <u>3 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,092,972.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 4, 2019</u> Ready for Final Payment: <u>September 16, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title		Title	President
Date:	05/06/2019	Date		Date	5/5/2019

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



City of Grimes Job Description

A. Position Title	Location
Fleet Mechanic/Maintenance Coordinator	Public Works Facility

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Department 71, Streets	To: Click here to enter text.
Reports to:	Public Works Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Click here to enter text.
Civil Service:	N/A	Hourly/Monthly Pay: 24.00 – 34.00

C. Job Description Summary

Under the general direction of the Public Works Director, the Fleet Mechanic/Maintenance Coordinator creates and monitors the preventative maintenance program, including inspections, and consults with managers and vendors on maintenance and repairs of equipment. Candidate must consistently utilize good judgment to maximize equipment lifespan and dependability through the most cost-effective methods. Candidate must be able to complete routine maintenance of trucks, mowers, small engines, and heavy equipment. Basic welding and fabrication experience is required, and some knowledge of AVL and fleet maintenance software is also preferred.

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>
Supervises and provide general direction to staff as it relates to daily maintenance guidelines of all equipment. Develops and tracks maintenance of all equipment and data entry into spreadsheets or maintenance software.
Administers maintenance policies and procedures at field locations and job sites and monitors inventory levels for replacement parts and fluids required for fleet maintenance.
Ensures all major repairs that are outsourced are tracked and inputted by unit number, and assists in managing a revolving equipment replacement fund.
Assures compliance with Department of Transportation Regulations as they apply to the City of Grimes.
Assists the operations manager with developing an equipment training program to ensure all staff have been properly trained on safe operation of all equipment.
Serves as the point of contact for all deliveries for the City of Grimes, and ensure the facility is well kept and safe at all times.
Performs or is responsible for preventative maintenance on all streets and parks equipment and determine what repair work must be outsourced to third-party vendors.
Monitors oil samples and creates work orders for basic repairs, communicates daily with field staff to prioritize repairs, and works with operations manager to ensure equipment is being properly utilized.

E. Periodic Job Duties/Responsibilities

May be required to work early hours or late hours to complete necessary repairs or maintenance task to support field operations. Will also serve as additional support staff to support streets, parks or facility maintenance as needed. Will also be expected to help with snow removal as needed and permitted.

F. Qualifications

Education/Experience:	Bachelor's degree or ASE certification is preferred; or equivalent related mechanical experience and/or training or equivalent combination of education and experience. (Fleet and Mechanical)
Skills:	Welding, preventative maintenance programs, small engines, painting, body work, fabrication, trouble shooting. Operation of Trucks, Mowers, and Heavy Construction Equipment.
Knowledge	10 + years of general equipment repair, welding and basic fabrication, and understanding of Fleet Management Concepts.
Licenses/Certifications:	Valid Iowa CDL –B with endorsements for air brakes, ASE certification, or Bachelor's Degree is preferred.
Other:	

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Heavy work, exerting up to 100lbs of force occasionally, up to 50lbs of force frequently, up to 20lbs of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

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
Lead Groundskeeper Sports Complex	Public Works Facility

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Parks	To: Click here to enter text.
Reports to:	Public Works Director	Bargaining Unit: N/A
Post Offer Testing:	Click here to enter text.	FLSA: Exempt
Civil Service:	N/A	Hourly/Monthly Pay: 24.00 – 28.00

C. Job Description Summary

Under the general direction of the operations manager, the Lead Groundskeeper will manage the day to day responsibilities at City of Grimes sports complexes. This position will require a high-level knowledge and understanding of all turf concepts: including chemical applications, aeration, over-seeding, and irrigation management. A general understanding of management techniques for baseball, softball, and soccer fields is also required, as well as the ability to make independent decisions and manage day-to-day operations.

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>
Supervises and provides general direction to seasonal staff during the summer months, and may be required to work occasional weekends as needed to support sporting events.
Develops and manages a turf care plan that meets the changing needs of City of Grimes athletic facilities.
Assists in budget forecasting to determine funds needed for staffing, equipment, materials, and supplies.
Coordinates with sporting clubs as needed to support special events, tournaments and clean-up efforts.
Ensures field surfaces are well groomed, bases are properly installed, and pitching mounds are properly cared for.
Responds to resident complaints and concerns as directed and required.
Performs snow removal in the park system and at City buildings.
Performs other duties as required or assigned.

E. Periodic Job Duties/Responsibilities

Supports Public Works and Parks Departments as needed in the off season.

F. Qualifications

Education/Experience:	Associate's Degree or Bachelor's Degree in Turf Management or Horticulture. At least four years of turf care or horticultural experience, such as athletic fields or a Golf Course.
Skills:	Understanding of all turf care concepts, experience working with irrigation systems.
Knowledge	Basic knowledge of tools, materials, and equipment used for construction, maintenance, and repair of athletic turf, and the ability to anticipate personnel, equipment, and material requirements related to turf maintenance and repair assignments.
Licenses/Certifications:	Commercial Pesticide Applicators License, (Or able to obtain)
Other:	Athletic Field or Golf Course Experience preferred

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Heavy work, exerting up to 100lbs of force occasionally, up to 50lbs of force frequently, up to 20lbs of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

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:

Resolution #05-1119 “A Resolution Approving Personnel Transactions”

WHEREAS, the Public Works Director requests to hire the following new positions:

NOW THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa that:

Section 1. Approving the following new positions within the Public Works Department

1. Storm Water Specialist – Regular Full Time Hourly Rate Pursuant to AFSCME Bargaining Contract
2. Fleet Mechanic/Maintenance Coordinator – Regular Full Time \$24-\$34 per hour
3. Lead Groundskeeper Sports Complex – Regular Full Time \$24-\$28 per hour

Section 3. All new hires are subject to a standard probationary period that shall be no less than 90 days but may be extended for a longer period as determined by the City Administrator.

PASSED AND APPROVED this 14th Day of May, 2019.

Mayor Scott Mikkelsen

ATTEST:

Rochelle Williams, City Clerk



City of Grimes Job Description

A. Position Title	Location
Storm Water Specialist	Public Works Facility

B. Job Specifications

☒ Regular, Full-Time	☐ Part-Time	☐ Seasonal, From: Click here to enter text.
Department:	Storm Water	To: Click here to enter text.
Reports to:	Project Manager	Bargaining Unit: AFSCME
Post Offer Testing:	Click here to enter text.	FLSA: Click here to enter text.
Civil Service:	N/A	Hourly/Monthly Pay:

C. Job Description Summary

Under the general direction of the public works project manager, the Storm Water Specialist manages the day to day responsibilities of storm water facilities. This position will be required to clean intakes, and be responsible for the mowing and maintenance of City of Grimes detention and retention basins. This includes removing trash and debris, cutting/trimming/maintaining brush and ensuring that flow lines are properly maintained.

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>
Completes mowing, trimming and clean-up of debris in all detention areas, and inspects all structures on a regular basis.
Records maintenance activities of storm water intakes and structures and report on major repairs required.
Works independently, and operates skid loader with brush cutter, tractor with bat-wing mower, and zero-turn mowers as required.
Reports any SWPP violations as required by law and completes inspections as directed.
Completes right-of-way mowing as directed and responsible for maintenance of native grass areas within the City of Grimes.
Works with project manager to respond to resident complaints related to storm water infrastructure.
Performs other duties as required or directed.

E. Periodic Job Duties/Responsibilities

Supports the efforts of the Parks Department as needed in the off season, and assists with snow removal as directed. t
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F. Qualifications

Education/Experience:	Associates Degree preferred
Skills:	Equipment operation and ability to work independently on a daily basis
Knowledge	Understanding of storm water utilities: Intakes, Detention, Retention and experience in establishment of native grass areas
Licenses/Certifications:	Commercial Pesticide Applicators License., (Or able to obtain) Prescribed Burning Certification S-190 (Or able to obtain) – 12 months, Class B CDL
Other:	Experience working with Native Grass Establishment and maintenance.

G. Working Conditions

Lifting Requirements: (Refer to Glossary of Terms)	Heavy work, exerting up to 100lbs of force occasionally, up to 50lbs of force frequently, up to 20lbs of force constantly to move objects.
Physical Requirements: (Refer to Glossary of Terms)	Stand or sit, walk, use hands/fingers, climb or balance, stoop, kneel, crouch or crawl, talk/hear, see, push/pull, reach and repetitive motion.
Safety Hazards: (Refer to Glossary of Terms)	Exposure to extreme temperatures, wet/humid conditions, dust, fumes, noise, vibration, mechanical hazards.

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:

Contractor's Application for Payment No. 17

Project:	S James Street & SE 37th Street Improvements From (Contractor):		Absolute Concrete	Application Date:	5/14/2019
To (Owner):	City of Grimes	Owner's Project No.:		Period From:	1/13/2019
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	1005-17B	Period To:	5/4/2019

1. ORIGINAL CONTRACT PRICE.....	\$	2,235,507.50
2. Net change by Change Orders.....	\$	57,268.75
3. Current Contract Price (Line 1 + 2).....	\$	2,292,776.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	2,270,716.75
5. RETAINAGE:		
a. 3% X \$2,270,716.75 Work Completed.....	\$	68,121.50
b. 3% X _____ Stored Material.....	\$	
c. Less Total Retainage Released Early.....	\$	38,121.50
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	30,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	2,240,716.75
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	2,238,491.75
8. AMOUNT DUE THIS APPLICATION.....	\$	2,225.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	52,059.50

No.	Date Approved	Additions	Deductions
1	5/8/2018	\$900.00	-\$5,000.00
2	7/10/2018	\$1,870.00	
3	8/14/2018	\$5,760.00	
4	1/22/2019	\$84,358.25	-\$30,619.50
TOTALS		\$92,888.25	-\$35,619.50
NET CHANGE BY CHANGE ORDERS			\$57,268.75

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

By: Eli Hartog *eHartog*

Date: 05-06-19

Payment of	\$	\$2,225.00
		(Line 8 or other - attach explanation of the other amount)

is recommended by: Jessie M. B. Fisher 5-7-19
(Engineer) (Date)

Payment of	\$	\$2,225.00
		(Line 8 or other - attach explanation of the other amount)

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

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): S James Street & SE 37th Street Improvements			DOT Proj. No.: STP-U-3125(616)--70-77										Application Number: 17			
Contractor: Absolute Concrete			Engineer's Proj. No.: 1005-178										Application Date: 5/14/2019			
A			B							C	D	E	F		G	
Item			Bid Quantity	CO 01	CO 02	CO 03	CO 04	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (net in	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description														
1	2102-0425071	SPECIAL BACKFILL	60.1				28.9	CY	\$ 100.00	\$8,900.00	89.00	\$8,900.00		\$8,900.00	100.0%	
2	2102-2625000	EMBANKMENT-IN-PLACE	8556.0					CY	\$ 10.00	\$85,560.00	8,556.00	\$85,560.00		\$85,560.00	100.0%	
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	3872.0					CY	\$ 3.00	\$11,616.00	3,872.00	\$11,616.00		\$11,616.00	100.0%	
4	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	5480.0					CY	\$ 5.00	\$27,400.00	5,480.00	\$27,400.00		\$27,400.00	100.0%	
5	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	39.0					STA	\$ 1,000.00	\$39,000.00	39.00	\$39,000.00		\$39,000.00	100.0%	
6	2115-0100000	MODIFIED SUBBASE	3182.0					CY	\$ 45.00	\$143,190.00	3,182.00	\$143,190.00		\$143,190.00	100.0%	
7	2123-7450020	SHOULDER FINISHING, EARTH	65.7					STA	\$ 250.00	\$16,425.00	65.70	\$16,425.00		\$16,425.00	100.0%	
8	2301-1033085	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8.5 IN.	13990.0				-233.9	SY	\$ 50.00	\$687,805.00	13,756.10	\$687,805.00		\$687,805.00	100.0%	
9	2301-1033095	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 9.5 IN.	3673.0				287.5	SY	\$ 65.00	\$257,432.50	3,960.50	\$257,432.50		\$257,432.50	100.0%	
10	2301-4875006	MEDIAN, P.C. CONCRETE, 6 IN.	254.5				280.5	SY	\$ 165.00	\$88,275.00	535.00	\$88,275.00		\$88,275.00	100.0%	
11	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	1.0	-1.0				LS	\$ 5,000.00							
12	2401-6745650	REMOVAL OF EXISTING STRUCTURES	1.0					LS	\$ 2,000.00	\$2,000.00	1.00	\$2,000.00		\$2,000.00	100.0%	
13	2401-6745910	REMOVAL OF SIGN	8.0					EACH	\$ 75.00	\$600.00	8.00	\$600.00		\$600.00	100.0%	
14	2416-0100024	APRON, CONC, 24"	1.0					EACH	\$ 3,500.00	\$3,500.00	1.00	\$3,500.00		\$3,500.00	100.0%	
15	2416-0100030	APRON, CONC, 36"	1.0					EACH	\$ 4,500.00	\$4,500.00	1.00	\$4,500.00		\$4,500.00	100.0%	
16	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	2.0					EACH	\$ 3,800.00	\$7,600.00	2.00	\$7,600.00		\$7,600.00	100.0%	
17	2435-0250100	INTAKE, SW-501	1.0					EACH	\$ 2,250.00	\$2,250.00	1.00	\$2,250.00		\$2,250.00	100.0%	
18	2435-0250700	INTAKE, SW-507	8.0					EACH	\$ 4,000.00	\$32,000.00	8.00	\$32,000.00		\$32,000.00	100.0%	
19	2435-0250800	INTAKE, SW-508	3.0					EACH	\$ 14,000.00	\$42,000.00	3.00	\$42,000.00		\$42,000.00	100.0%	
20	2435-0250900	INTAKE, SW-509	4.0					EACH	\$ 6,000.00	\$24,000.00	4.00	\$24,000.00		\$24,000.00	100.0%	
21	2435-0251000	INTAKE, SW-510	1.0					EACH	\$ 17,000.00	\$17,000.00	1.00	\$17,000.00		\$17,000.00	100.0%	
22	2435-0251224	INTAKE, SW-512, 24 IN.	1.0					EACH	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	
23	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	1.0					EACH	\$ 1,000.00	\$1,000.00	1.00	\$1,000.00		\$1,000.00	100.0%	
24	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	1631.0				-81.0	LF	\$ 11.00	\$17,050.00	1,550.00	\$17,050.00		\$17,050.00	100.0%	
25	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	7.0					EACH	\$ 800.00	\$5,600.00	7.00	\$5,600.00		\$5,600.00	100.0%	
26	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	258.0				59.0	LF	\$ 48.00	\$15,216.00	317.00	\$15,216.00		\$15,216.00	100.0%	
27	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	24.0				-5.0	LF	\$ 55.00	\$1,045.00	19.00	\$1,045.00		\$1,045.00	100.0%	
28	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	485.0					LF	\$ 88.00	\$42,680.00	485.00	\$42,680.00		\$42,680.00	100.0%	
29	2503-0114236	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	154.0					LF	\$ 150.00	\$23,100.00	154.00	\$23,100.00		\$23,100.00	100.0%	
30	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	124.0					LF	\$ 40.00	\$4,960.00	124.00	\$4,960.00		\$4,960.00	100.0%	
31	2507-3250005	ENGINEERING FABRIC	9.0					SY	\$ 50.00	\$450.00	9.00	\$450.00		\$450.00	100.0%	
32	2507-6800042	REVENMENT, CLASS D	15.0				0.9	TON	\$ 100.00	\$1,590.00	15.90	\$1,590.00		\$1,590.00	100.0%	

Progress Estimate

Contractor's Application

For (contract): S James Street & SE 37th Street Improvements			DOT Proj. No.: STP-U-3125(616)--70-77										Application Number: 17			
Contractor: Absolute Concrete			Engineer's Proj. No.: 1005-17B										Application Date: 5/14/2019			
A			B							C	D	E	F		G	
Item			Bid Quantity	CO 01	CO 02	CO 03	CO 04	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bld Item No.	Item Code	Description														
33	2510-6745850	REMOVAL OF PAVEMENT	3215.0					SY	\$ 10.00	\$32,150.00	3,215.00	\$32,150.00		\$32,150.00	100.0%	
34	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	2868.0					SY	\$ 10.00	\$28,680.00	2,868.00	\$28,680.00		\$28,680.00	100.0%	
35	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	3119.0				329.5	SY	\$ 37.50	\$129,318.75	3,448.50	\$129,318.75		\$129,318.75	100.0%	
36	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	31.2					STA	\$ 225.00	\$7,020.00	31.20	\$7,020.00		\$7,020.00	100.0%	
37	2511-7528101	DETECTABLE WARNINGS	96.0			120.0	24.0	SF	\$ 48.00	\$11,520.00	240.00	\$11,520.00		\$11,520.00	100.0%	
38	2518-6910000	SAFETY CLOSURE	11.0	4.0				EACH	\$ 225.00	\$3,375.00	15.00	\$3,375.00		\$3,375.00	100.0%	
39	2525-0000100	TRAFFIC SIGNALIZATION	1.0					LS	#####	\$205,000.00	1.00	\$205,000.00		\$205,000.00	100.0%	
40	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	166.2					STA	\$ 65.00	\$10,803.00	166.20	\$10,803.00		\$10,803.00	100.0%	
41	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	16.0				-4.0	EACH	\$ 110.00	\$1,320.00	12.00	\$1,320.00		\$1,320.00	100.0%	
42	2527-9263180	PAVEMENT MARKINGS REMOVED	12.8				0.8	STA	\$ 85.00	\$1,156.00	13.60	\$1,156.00		\$1,156.00	100.0%	
43	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	109.1				-12.3	STA	\$ 75.00	\$7,260.00	96.80	\$7,260.00		\$7,260.00	100.0%	
44	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	16.0				-4.0	EACH	\$ 110.00	\$1,320.00	12.00	\$1,320.00		\$1,320.00	100.0%	
45	2528-8445110	TRAFFIC CONTROL	1.0		0.075			LS	\$ 25,000.00	\$26,870.00	1.07	\$26,870.00		\$26,870.00	100.0%	
46	2528-8445113	FLAGGER	10.0				-8.0	EACH	\$ 462.00	\$924.00	2.00	\$924.00		\$924.00	100.0%	
47	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	15.0				-7.0	COAY	\$ 100.00	\$800.00	8.00	\$800.00		\$800.00	100.0%	
48	2533-4980005	MOBILIZATION	1.0					LS	\$ 59,000.00	\$59,000.00	1.00	\$59,000.00		\$59,000.00	100.0%	
49	2552-0000210	TRENCH FOUNDATION	100.0				-100.0	TON	\$ 35.00							
50	2552-0000220	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	200.0				-200.0	CY	\$ 20.00							
51	2552-0000300	TRENCH COMPACTION TESTING	1.0					LS	\$ 7,500.00	\$7,500.00	1.00	\$7,500.00		\$7,500.00	100.0%	
52	2554-0212020	VALVE BOX EXTENSION	11.0					EACH	\$ 200.00	\$2,200.00	11.00	\$2,200.00		\$2,200.00	100.0%	
53	2554-0212030	VALVE BOX REPLACEMENT	1.0					EACH	\$ 500.00	\$500.00	1.00	\$500.00		\$500.00	100.0%	
54	2599-9999005	FIRE HYDRANT RELOCATION	1.0					EACH	\$ 2,500.00	\$2,500.00	1.00	\$2,500.00		\$2,500.00	100.0%	
55	2599-9999009	GRIND CURB	178.0				-178.0	LF	\$ 20.00							
56	2599-9999009	SUBDRAIN, TRENCHED, 15 IN. DIA.	1075.0					LF	\$ 25.00	\$26,875.00	1,075.00	\$26,875.00		\$26,875.00	100.0%	
57	2599-9999009	SUBDRAIN, TRENCHED, 18 IN. DIA.	329.0					LF	\$ 35.00	\$11,515.00	329.00	\$11,515.00		\$11,515.00	100.0%	
58	2599-9999009	SUBDRAIN, TRENCHED, 24 IN. DIA.	271.0					LF	\$ 55.00	\$14,905.00	271.00	\$14,905.00		\$14,905.00	100.0%	
59	2599-9999009	SUBDRAIN, TRENCHED, 36 IN. DIA.	376.0					LF	\$ 120.00	\$45,120.00	376.00	\$45,120.00		\$45,120.00	100.0%	
60	2599-9999010	RESET PROPERTY PINS	1.0					LS	\$ 4,900.00	\$4,900.00	0.50	\$2,450.00		\$2,450.00	50.0%	\$2,450.00
61	2601-2634150	MULCHING, WOOD CELLULOSE FIBER	3.6					ACRE	\$ 2,000.00	\$7,200.00	3.60	\$7,200.00		\$7,200.00	100.0%	
62	2601-2636044	SEEDING AND FERTILIZING (URBAN)	3.6					ACRE	\$ 1,500.00	\$5,400.00						\$5,400.00
63	2601-2638352	SLOPE PROTECTION, WOOD EXCELSIOR MAT	14.0					SQ	\$ 50.00	\$700.00						\$700.00
64	2602-0000020	SILT FENCE	4616.0					LF	\$ 1.50	\$6,924.00	1,886.00	\$2,829.00		\$2,829.00	40.9%	\$4,095.00

Progress Estimate

Contractor's Application

For (contract): S James Street & SE 37th Street Improvements			DOT Proj. No.: STP-U-3125(616)--70-77								Application Number: 17					
Contractor: Absolute Concrete			Engineer's Proj. No.: 1005-17B								Application Date: 5/14/2019					
A			B								C	D	E	F		G
Item			Bid Quantity	CO 01	CO 02	CO 03	CO 04	Unit	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Item Code	Description														
65	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	4616.0					LF	\$ 0.25	\$1,154.00	1,886.00	\$471.50		\$471.50	40.9%	\$682.50
66	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	4616.0					LF	\$ 0.25	\$1,154.00						\$1,154.00
67	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE	175.0					LF	\$ 8.60	\$1,505.00	175.00	\$1,505.00		\$1,505.00	100.0%	
68	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	532.0					LF	\$ 2.50	\$1,330.00	140.00	\$350.00		\$350.00	26.3%	\$980.00
69	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	532.0					LF	\$ 0.25	\$133.00	140.00	\$35.00		\$35.00	26.3%	\$98.00
70	2602-0010010	MOBILIZATIONS, EROSION CONTROL	10.0					EACH	\$ 500.00	\$5,000.00	4.00	\$2,000.00		\$2,000.00	40.0%	\$3,000.00
71	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL (PRICE ADJUSTMENT) NON-COMPLYING TRAFFIC CONTROL (SLIDING SC ALE	4.0					EACH	\$ 1,000.00	\$4,000.00						\$4,000.00
72	6200-5000081	SUGGESTED - CONSTRUCTION MANUAL 2.53)	1.0					EACH	\$ (500.00)	-\$500.00						
Totals										\$2,292,776.25		\$2,270,716.75		\$2,270,716.75	99.0%	\$22,059.50



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

AGENDA MEMO

Item No. X
For Meeting of 5/7/2019

AGENDA HEADING: NE 17th Ct. Drainage Easement Repair

SYNOPSIS: The stormwater drainage easement located at 2400 NE 17th Ct. has never worked correctly and is creating nuisance for the residence in that area. Part of the homeowner's yard has washed away and needs re-graded and landscaping with stone or Flexamat material needs used to stabilize the area for better water flow. This is also next to the North Pointe detention area that is need of maintenance as well.

FISCAL IMPACT: This project was bid out with the detention area improvement project and yielded the same results. Four (4) contractors were contacted, but only one (1) responded for this type of project with Public Works maintain project management and construction observation control. The contractors are as follows:

Huber Grading Inc. – Declined to work on the project

Pezzetti Erosion Control – No response

Halbrooke Excavating – No Response

Bridges Lawn and Landscaping – Till, rake, and seed NW Gabus Dr. Retention Area only - \$5150

All Terrain Seeding –

Flexamat install + soil mixutre and hydraulic mulching	\$10.00/sq ft
Burn (if needed), seedbed preparation, seeding (using City purchased seed), mulching + crimping	\$1200/acre
RECP blanket install	\$.05/sq ft
3-12" stone cobble (for outlet areas) + geotextile	\$200/ton
Grading, laser leveling / flow line grading	\$225/hour



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

Funding for this project will use the storm water fund, RUT fund, and the Park Improvement Fund with a not to exceed amount of \$15,000.

PREVIOUS COUNCIL ACTION(S):

BOARD/COMMISSION ACTION(S):

STAFF/COMMITTEE RECOMMENDATION: The Public Works Department respectfully requests that we work with All Terrain Seeding on this project with the mindset that Public Works will complete any and all tasks we have the ability to complete. The area has been this way for quite some time and needs addressed.

David Guthrie
Project Manager
City of Grimes
515-330-9438 cell
515-986-3936 office
515-986-3846 fax



TRANSMITTAL

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

DATE: May 8, 2019

TO: Jake Anderson
City Administrator
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

RE: New Jordan Well
Project No.: 3364-17D

DELIVERY: E-Mail

ITEMS: 1. Grosch Irrigation Co. Pay Application No. 2

COMMENTS:

Enclosed is Grosch Irrigation Co. Inc. pay application No. 2 for the New Jordan Well project. This pay application includes payment for additional mobilization and some water main work.

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

A handwritten signature in blue ink that reads 'Taylor Hopper'.

Taylor Hopper, P.E.



Contractor's Application for Payment No. 12

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period: 3/29/19 - 4/30/19	Application Date: 4/30/2019
To (Owner):	City of Grimes Iowa	From (Contractor):	Grosch Irrigation Co.
Project:	New Jordan Well	Contract:	New Jordan Well
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No. 3364-17D

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

- | | | |
|--|----|----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ | \$3,561,153.00 |
| 2. Net change by Change Orders..... | \$ | |
| 3. Current Contract Price (Line 1 ± 2)..... | \$ | \$3,561,153.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE | | |
| (Column F total on Progress Estimates)..... | \$ | \$286,405.00 |
| 5. RETAINAGE: | | |
| a. 5% X \$286,405.00 Work Completed..... | \$ | \$14,320.25 |
| b. X Stored Material..... | \$ | |
| c. Total Retainage (Line 5.a + Line 5.b)..... | \$ | \$14,320.25 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... | \$ | \$272,084.75 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ | \$144,609.00 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ | \$127,475.75 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE | | |
| (Column G total on Progress Estimates + Line 5.c above)..... | \$ | \$3,289,068.25 |

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:

\$ 127,475.75

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Taylor Stopper 5/8/2019
(Engineer) (Date)

(Engineer) (Date)

Payment of:

5 _____
(Line 8 or other - attach explanation of the other amount)

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner) (Date)

(Owner) _____ (Date) _____

Approved by:

Funding or Financing Entity (if applicable)	(Date)
---	--------

(Date)

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1



Please remit payment to:

Metering & Technology Solutions
P.O. Box 22088
Eagan, MN 55122
1-877-398-0450

Invoice

Date	Invoice #
5/2/2019	14197

Bill To
Grimes, WTP 1801 N. James St. Grimes, Iowa 50111

Ship To
Grimes, City of 101 NE Harvey Street Grimes, IA 50111

		P.O. Number	Terms	Rep	Ship Date	Ship Via	F.O.B.
		22164	Net 30	DJS	5/2/2019	SpeedDee	
Qty Shipped	Qty Ordered	Item C...	Description			Price Ea...	Amount
1		ITRON...	Itron Mobile Radio w/USB Cable and Charger IMR-0900-001			6,500.00	6,500.00
1		IMASE...	One Time Only IMA Set Up Fee			0.00	0.00
1		SWITR...	FCS Software for up to 2500 Endpoints			0.00	0.00
1		TRAINI...	On-site Training			0.00	0.00
						</	

P.O. No. _____

REC'D MAY 08 2019

22164

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier

Networking and Technology Solutions
Name

Address

Phone Number/Fax Number

ITEMS

QTY

UNIT PRICE

TOTAL

ITRON Mobile RADIO

6,500.00

PURCHASE JUSTIFICATION:

Meter reading equipment for Thorpe
area

DEPARTMENT:

600-810-6504

LINE ITEM:

BEGINNING BUDGET BALANCE:

ENDING BUDGET BALANCE:

PURCHASE REQUESTED BY:

[Signature]

DATE:

5-7-19

PURCHASE ORDER APPROVAL AND ASSIGNMENT

City Administrator

Date

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

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy



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

AGENDA MEMO

Item No.
For Meeting of 5/14/2019

AGENDA HEADING: GIS Invoice

SYNOPSIS: Continued work on GIS project including: Polk Co mapping inputs, sign inventory, and control network determination. Signs are 70% completed this layer of data will have attribute information including: Location, type of sign, condition of sign, post type, and height of sign. This information will allow public works to have better work flow data.

FISCAL IMPACT: Contract is 59% percent complete

PREVIOUS COUNCIL ACTION(S): Council approved contract and previous invoices

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends payment of invoice in amount of 14,926.00

Weston Wunder
Public Works Director

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #18033.06

DATE:05/07/19

PROJECT: CITY OF GRIMES - GIS
PROGRAM

BILL TO:
Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION:NEW POLK COUNTY MAPPING
INPUTS, SIGN INVENTORY AND CONTROL
NETWORK DETERMINATION

ENGINEERING SERVICES 03/21/19 thru 05/07/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	6	\$145.00	\$870.00
Civil Engineer I	0	\$100.00	\$0.00
Senior Technician	23	\$115.00	\$2,645.00
2 man Survey	75	\$150.00	\$11,250.00
Technician II	0	\$95.00	\$0.00
GPS	0	\$200.00	\$0.00
Subtotal			\$14,765.00

Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	322	\$0.50	\$161.00
Subtotal			\$161.00

Balance Due: **\$14,926.00**

PROJECT FEE SUMMARY

18033 01	\$1,412.50
18033 02	\$6,405.50
18033 03	\$4,966.00
18033 04	\$6,822.00
18033 05	\$6,619.50
18033 06	\$14,926.00

TOTAL	\$41,151.50
CONTRACT	\$70,000.00
REMAINING	\$28,848.50
% CONTRACT	59%

PROJECT ITEMS COMPLETED

KICK OFF MEETING
PARK INVENTORY MEETING
ASSETT ID AND ATTRIBUTE ASSESSMENT
MOWING AREAS
SNOW ROUTE MAPS
PARK INVENTORY
DETENTION AREAS
PUBLIC ALLEYS
SANDING PRIORITY
TRAIL SNOW REMOVAL

PROJECT ITEMS IN PROCESS

YEARLY SCHEDULE AND FOCUS MEETING
SIGNS
BENCH MARK AND DATUM RESOLUTION
PED CROSSINGS
LIGHTING

PROJECT ITEMS REMAINING

UTILITIES



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

AGENDA MEMO

Item No.
For Meeting of 5/14/2019

AGENDA HEADING: 2019 City of Grimes HMA

SYNOPSIS: Continued work on 2019 HMA project items: Prepare plans and form of contract, deliver plans and specs and form of contract to City Hall. This project is critical to improve pavement conditions on NE Jacob, NE Railroad and NE 2nd street.

FISCAL IMPACT: Funding being provided by bond funds in current fiscal year.

PREVIOUS COUNCIL ACTION(S): Council approved project

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends payment of invoice in amount of 15,195.00

Weston Wunder
Public Works Director

LEE CHAMBERLIN CONSULTANT ENGINEERS
3117 115th Street
Van Meter, IOWA 50261

INVOICE

INVOICE #19010.01
DATE:05/07/19

PROJECT: 2019 CITY OF GRIMES HMA
RESURFACING PROJECT

BILL TO:
Weston Wunder
Public Works Director
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111

DESCRIPTION: PROJECT INVENTORY, PLAN
AND SPECIFICATION PREPARATION, BID
DOCUMENT PREPARATION AND NOTICE OF
PUBLIC HEARING PREPARATION

ENGINEERING SERVICES 04/24/19 thru 05/07/19

DESCRIPTION:	HOURS	RATE	AMOUNT
Senior Engineer	0	\$195.00	\$0.00
Civil Engineer II	10	\$145.00	\$1,450.00
Civil Engineer I	79.5	\$100.00	\$7,950.00
Senior Technician	22	\$95.00	\$2,090.00
2 man Survey	0	\$150.00	\$0.00
Technician II	39	\$95.00	\$3,705.00
GPS	0	\$200.00	\$0.00
Subtotal			\$15,195.00
Publication	0.00	\$1.00	\$0.00
City of Grimes - Fee	0.00	\$1.00	\$0.00
Reproductions	0	\$4.50	\$0.00
IDNR-FEE	0.00	\$1.00	\$0.00
Mileage	0	\$0.50	\$0.00
Subtotal			\$0.00

Balance Due: **\$15,195.00**

PROJECT FEE SUMMARY

19010 01	\$15,195.00
----------	-------------

TOTAL	\$15,195.00
CONTRACT	\$30,000.00
REMAINDER	\$14,805.00

PROJECT ITEMS COMPLETED

PREPARE PLANS, SPECS AND FORM OF
CONTRACT
DELIVER PLANS AND SPECS AND FORM OF
CONTRACT TO CITY HALL AND ACONTRACTORS

PROJECT ITEMS IN PROCESS

LETTING
PUBLIC HEARING
AWARD CONTRACT

PROJECT ITEMS REMAINING

CONSTRUCTION

FINAL PROJECT

Preparer Information:	<u>Haley Long</u>	<u>1715 South G Avenue</u>	<u>Nevada, IA 50201 515-382-1698</u>
	Name	Street Address	City,State,Zip Area Code-Phone
When Recorded Return to:	<u>City of Grimes</u>	<u>101 NE Harvey St.</u>	<u>Grimes, Iowa 50111 (515) 986-3036</u>
	Name	Street Address	City,State,Zip Area Code-Phone

WATER MAIN EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, MARK C. PAUP AND MIRANDA M. PAUP, HUSBAND AND WIFE (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

The South Half (S ½) of the Southwest Quarter (SW ¼) of Section 20, Township 80 North, Range 25, West of the 5th P.M., Polk County, Iowa, except that part described as follows:

Commencing at the South Quarter (S ¼) corner of said Section 20; thence N 00°00' W, along the East line of the Southwest Quarter (SW ¼) of said Section 20, 1327.50 feet, to the Northeast corner of the South Half (S ½) of the Southwest Quarter (SW ¼) of said Section 20; thence N 89°25'10" W, along the North line of the South Half (S ½) of the Southwest Quarter (SW ¼) of said Section 20. 705.50 feet, to the point of beginning; thence S 01°58'48" E, 715.65 feet; thence N 88°28'09" W, 436.82 feet; thence N 70°15'54" W, 249.06 feet; thence N 34°40'24" W, 111.80 feet; thence N 39°07'53" W, 155.71 Feet; thence N 08°28'59" W, 265.55 feet; thence N 45°38'23" W, 220.62 feet to a point on the North line of the South Half (S ½) of the Southwest Quarter (SW ¼) of said Section 20; thence S 89°25'10" E, along the North line of the South Half (S ½) of the Southwest Quarter (SW ¼) of said Section 20, 1004.99 feet, to the point of beginning, and except the following:

Commencing at the South ¼ corner of Section 20, Twp. 80 North, Range 25 West of the 5th P.M., Polk County Iowa; thence N-89°-45'-41" W, along the South line of the SW ¼ of said Section 20-80-25, 749.67 ft. to the Point of Beginning; thence N-89°-45'-41" W, along the South line of the SW ¼ of said Section 20-80-25, 1883.45 Ft. to the Southwest Corner of said Section 20-80-25; thence N-00°-09'-15"-E, along the West line of the SW ¼ of said Section

20-80-25; 1342.09 Ft. to the Northwest Corner of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 20-80-25; thence S-89°-29'15"-E, along the North line of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 20-80-25 919.12 Ft.; thence S-45°-38'-23"-E, 220.62 Ft.; thence S-08°-28'-59"-E, 265.55 Ft.; thence S39°-07'53"-E, 155.71 Ft.; thence S-34°40'24"-E, 111.80 Ft.; thence S-70°-15'-54"-E, 249.06 Ft.; thence S-88°28'-09"-E, 436.82 Ft.; thence S-04°-18'-08"-W, 253.50 Ft.; thence S-07°-50'-58"-W, 366.96 ft. to the Point of Beginning.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a water main, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall

not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

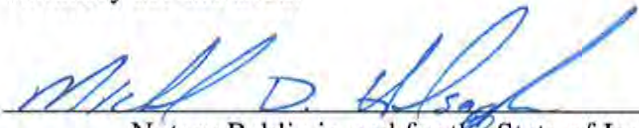
IN WITNESS WHEREOF, we have hereunto set our hands this 28th day of March, 2019.


By: Mark C. Paup


By: Miranda M. Paup

STATE OF Iowa)
) SS.
COUNTY OF Polk)

On this 28th day of March, 2019, before me, the undersigned, personally appeared Mark C. Paup and Miranda M. Paup, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Grimes, Iowa

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

Page 1

PARCEL NO. 05
 PROJECT NO. 3364-17E

COUNTY: Polk
 PROJECT NAME: Grimes 16-Inch Raw Water Main

TO: Mark C. Paup and Miranda M. Paup, husband and wife

On this 26th day of December, 2018, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Polk, Iowa, and legally described on the attached **Easement Exhibit**. **This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on page four and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,000.00</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 10,000.00 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ sq.ft.	_____
Underlying Fee Title	_____ sq.ft.	_____
Permanent Easement	<u>14,382.47</u> sq.ft.	<u>\$9,065.00</u>
Temporary Easement	<u>21,576.21</u> sq.ft.	<u>\$2,160.00</u>
Landscaping/Other		<u>\$500.00</u>
		<u>(\$1,725.00)</u>
Total		<u>\$10,000.00</u>

Additional Damages \$1,725 reduction from total proceeds for BUYER to add 3 inches of topsoil to disturbed areas on SELLER'S property. \$500 additional compensation for the loss of trees.

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: City State Bank, 100 NE Jacob Street, P.O. Box 590, Grimes, IA 50111

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____

14. BUYER is also granted a Temporary Easement, described on the Easement Exhibit marked Temporary Construction Easement, on SELLER'S property for the purpose of allowing the City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of the Grimes 16-Inch Raw Water Main project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: twelve (12) months from initiation of construction on Seller's property by the City, or upon acceptance of the project by the City Council of the City of Grimes.
15. BUYER agrees that there will be no water main construction done on the SELLER'S property until after June 1, 2019. It is understood and agreed that the BUYER will have to remove trees along the south property line at the start of the project.
16. It is understood and agreed that the BUYER will bore under the paved and gravel driveways approximately located between Station 70+60 and Station 71+60.
17. The easement is given subject to the existing easements shown on the plat of Paup Acres Plat 1.
18. BUYER agrees that the full depth of the topsoil is required to be stripped and stored separately from sub-soils. In addition the BUYER agrees to add an additional 3 inches of topsoil to disturbed areas on SELLER'S property.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X

Mark C. Paup

X

Miranda M. Paup

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 28th day of March, A.D. 20 19, before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark C. Paup and Miranda M. Paup

or X to me personally known
proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Michael D. Holsapple (Sign in Ink)
Michael D. Holsapple (Print/Type Name)
Notary Public in and for the State of Iowa



BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

Notary Public in and for the State of Iowa

CAPACITY CLAIMED**BY SIGNER:**X INDIVIDUAL

- CORPORATE

Title(s) of Corporate Officer(s): _____

Corporate Seal is affixed_____
No Corporate Seal procured

- PARTNER(s): _____ Limited Partnership

General Partnership

- ATTORNEY-IN-FACT

- EXECUTOR(s) or TRUSTEE(s)

- GUARDIAN(s) or CONSERVATOR(s)

- OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

Mark C. Paup and Miranda M. Paup

SOFTWARE AGREEMENT
GWORKS
4949 NW 1ST ST., SUITE 1
LINCOLN, NE 68521

Division and Company: City of Grimes
Attention of/Department: Ms. Marcia Woodke
Street Address: 101 NE Harvey St
City, State, Zip Code: Grimes, IA 50111
Contract Preparation Date: 05/09/2019

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.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
Third Party Meter Reader Interface Software (Itron FCS)	1	\$2,500.00	\$2,500.00
Implementation of Third Party Meter Reader Interface Software will be done remotely at the rate of \$125 an hour (Estimate 2 hours)	Est. 2	\$125.00	Est. \$250.00

All Services are billable unless otherwise stated.

Implementation services include set-up, installation and training. The number of implementation service hours is estimated. Additional implementation service hours are available at the rate of \$125.00 per hour.

Onsite implementation services are available at \$800.00 per day plus travel expenses. The travel expenses (i.e., mileage, meals, lodging, airfare [if applicable], and travel time are billable at cost and are not included in the total. Mileage is calculated at the current IRS allowable rate in effect at the time service is rendered. Travel time is billed at \$25.00 per hour.

Note: The cost of Third Party Meter Reader Interface Software is based on using our standard interface and file layouts already installed in the field. Implementation includes using a test file of your data with the vendor. If changes are needed there could be additional charges (billable on a time and material basis). Enhancements are available with future releases. Changes not included in future releases can be provided as a billable customization.

SIMPLECITY PROGRAM LICENSE FEE: \$2,500.00 + SERVICES & NON-SIMPLECITY PRODUCTS: \$250.00 = **TOTAL INITIAL FEE:** \$2,750.00

Payable As Follows:

On execution of the Agreement, fifty percent of the total purchase price	<u>\$1,375.00</u>	
At Shipment, balance of total purchase price (Plus Applicable Sales Tax & Freight)	<u>\$1,375.00</u>	
ANNUAL SIMPLICITY LICENSE FEE (ALF):		\$300.00
ANNUAL SIMPLICITY PRODUCT SUPPORT AGREEMENT (PSA):		\$375.00
DURATION OF ALF and PSA: <u>One Year</u> (First year will be prorated through 12/31)		

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

4949 NW 1ST ST., SUITE 1

LINCOLN, NE 68521

By: _____

Title: _____

Date Accepted: _____



2509 4TH Ave. S Denison, Iowa 51442
P: 712-263-5059 | 800-635-6422
F: 712-263-6844 | E: info@elevateroofers.com

CONTRACT | PROPOSAL

May 7, 2019

CUSTOMER

Weston Wunder
City of Grimes
410 Southeast Main Street
Grimes, IA 50111
(515) 986-2143 (office)
wwunder@grimesiowa.gov

PROJECT

Roof Repairs
Grimes Community Complex
410 Southeast Main Street
Grimes, IA 50111

CONTRACTOR

Estimator – Mike Petula
712-267-4470 mobile
mike@elevateroofers.com

WE HEREBY SUBMIT SPECIFICATIONS FOR THE FOLLOWING:

ROOF REPAIRS

We will perform roof repairs as follows:

1. We will investigate the reported leaks on Section 5.
2. We will make proper EPDM repairs to leak sources and suspect areas of Section 5 including curb and penetration flashings, field seams, and perimeter flashing details.
3. We will inspect Sections 1-4 and Sections 6-7 for any leak sources or suspect details at perimeters, curb, and penetration.
4. We will make proper EPDM repairs to extend the serviceable function of these details and the performance of the roof systems.

We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Five Thousand and no/100-----\$5,000.00

TIME AND MATERIAL BREAKDOWN (for the above not to exceed price):

Material: Cost plus 50% Labor: \$60/worker/hour including all equipment and tools (shop to shop)
Travel: \$0.80/mile Per Diem: If overnight is required - \$50/worker/night

Payments to be made as Follows: Progress payments at the end of each month. Final payment within 30 days of job completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written change order and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by:

Curt De Boer
Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by:

Authorized Owners Representative

Date of Acceptance: _____

GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Repairs are warranted for new materials and workmanship for 2 years. Should a leak reoccur due to failed materials or installation within 2 years, it will be repaired or replaced at no charge. Such circumstances shall not be grounds for withholding payment of the Contract Price. Contractor shall have no responsibility for water damage inside the building or underlying roofing substrate (including mold)
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax-exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

City of Grimes Claims 5 14 2019

CENTRAL PUMP AND MOTOR	OIL	224.35
HEARTLAND PAYMENT SYSTEMS	CC fees	1,097.61
PRINCIPAL LIFE INSURANCE	EMPLOYEE INSURANCE	1,874.59
3M COMPANY	SIGN PRINTER MATERIALS	656.25
ABSOLUTE CONCRETE CONSTRUCT	S JAMES & SE 37TH ST IMPROVE	2,225.00
A & W ELECTRIC, INC	MAINTENANCE	1,517.06
A TECH INC.	STROBE GUARDS FOR GCC	90
A KINGS THRONE LLC	SERVICE	487.76
AIA CORPORATION	UNIFORMS-FD	851.43
FISHER JILL	mileage reimbursement	40.37
TESTAMERICA LABORATORIES,	STATE TESTS	2,805.50
SHERWIN WILLIAMS CO.	PAINT/CITY SIGN	40.97
BAKER & TAYLOR	LIBRARY MATERIALS	1,390.91
BANKERS TRUST COMPANY	SUPPLIES	4,630.44
BARCO PRODUCTS	PET WASTE STATIONS	2,021.58
BEISSER LUMBER	REPAIRS	15.79
BLACK HILLS ENERGY	POWER	2,509.11
WASTE CONNECTIONS, DM DI	CITY WIDE PICK UP	38,850.13
SHADE TREE AUTO	DEVELOP AGREEMENT JUNE 2019	18,234.00
SHADRAN INDUSTRIAL & SANI	APRIL CLEANING	1,230.30
BOMGAARS	SUPPLIES	1,831.55
KOHLES & BACH, INC	HEATING SYSTEM	19,500.00
KOCH BROTHERS	COPIER - CITY HALL	10,267.54
CAPITAL CITY EQUIP. CO.	BOBCAT REPAIR	25.86
CAPITAL SANITARY SUPPLY	PAPER SUPPLIES	177.3
COLLECTION SERVICES CENTER	CHILD SUPPORT	2,792.00
CONCRETE TECHNOLOGIES INC	SE 37TH & HWY 141 IMPROVE	129,731.59
CORE & MAIN	MAINTENANCE	195
COOK PLUMBING CORP	LEAK REPAIRS	2,030.39
CUMMINS SALES AND SERVICE	REPAIR GENERATOR	1,614.35
CULLIGAN WATER COND.	WATER COOLER	46.2
DEMCO	SUPPLIES	476.02
DES MOINES STAMP MFG CO.	NAME PLATE	25.2
DORRIAN HEATING & COOLING	REPAIRS TO HVAC	2,509.86
ECO LOGIX	PARKING LOT LIGHT	1,500.34
HOME DEPOT CREDIT SERVICE	GCC BLDG MAINT	90.22
RD MCKINNEY PLUMB/EXC	313 EWING	2,425.00
FAREWAY STORES, INC.	SUPPLIES	39.45
ETS CORPORATION	Credit Card Fees	50.82
FBG SERVICE CORP	GCC CLEANING	6,976.00
KERR KARALEE	MILEAGE	137.75
FIRE RECOVERY EMS	APRIL CHCARGES	1,388.42
GRAPHIC EDGE	SUMMER ADVENTURES T SHIRTS	850.38
HACH COMPANY	SERVICE D.O.'S	3,536.08
HAWKINS WATER TREATMENT	CHEMICALS	3,840.00
RODAN OFFICE CLEANING	CLEANING	630

HILLYARD	SUPPLIES	907.86
BOWMAN GENE	TAX REBATE SPRING 2019	500
IOWA CUBS SPORTS TURF MG	PW safety training event	675
IOWA FINANCE AUTHORITY	SRF loan payments	714,220.72
IOWA DEPT OF REVENUE	April 2019 Excise/Sales/WH tax	22,900.00
INTEGRATEDPRINT SOLUTIONS	A/P CHECKS	311.79
IOWA DEPT.OF TRANSPORTION	PAINT	2,965.76
IOWA PRISON INDUSTRIES	SIGN MATERIAL	641.1
IPERS	IPERS- REGULAR	40,392.13
IOWA SIGNAL INC	HWY 44 & MENARDS DRIVEWAY	2,454.00
HEID CHERYL	MILEAGE	155.96
KECK ENERGY	FUEL	3,599.34
KLEENER IMAGE, INC.	MULCH	738
LEE CHAMBERLIN CONSULTANT	HMA Project	30,121.00
LEAF	COPIER LEASE	174.56
LAWSON PRODUCTS	EQUIP MAINT	104.52
LIBERTY READY MIX	MAINT	215
LOGAN CONTRACTORS SUPPLY	CONCRETE BAGS	159.06
MAIL SERVICES	DISCONNECT LETTERS	82.07
MEDIACOM	UTILITIES	380.03
MENARDS	SUPPLIES	614.52
METRO WASTE AUTHORITY	CURB-IT FEE	17,417.14
PEACEFUL PRACTICE YOGA	APRIL YOGA INSTRUCTOR	50
MID COUNTRY MACHINERY, IN	RENTAL	4,350.00
MIDAMERICAN ENERGY01	POWER	16,955.80
MISSISSIPPI LIME CO.	QUICKLIME	4,542.40
MUNICIPAL SUPPLY, INC.	METERS	5,319.84
MULCH MART	PLAY MAT BULK	422
NAPA AUTO PARTS	BATTERY	139.99
O'HALLORAN INTERNATIONAL	REPAIRS	4,514.70
OFFICE DEPOT CITY HALL	SUPPLIES	864.63
ONESOURCE BACKGROUND CHEC	EMPLOYEE BACKGROUND	15
TRUE VALUE	RENTAL	329.94
PC PRINT CENTER	DIRECTIONAL SIGNS	45
PLUMB SUPPLY CO. - DM	MAINTENANCE	40.38
ARSL	KARALEE	98
POLK COUNTY TREASURER	APRIL CHARGES	109,374.58
PRAXAIR DISTRIBUTION INC.	CYLINDER RENT	115.09
PREMIER CONCRETE CO.	DEVELOP AGREEMENT JUNE 2019	11,565.00
PROTEX CENTRAL, INC.	ALARM MONITORING	384
RACOM CORPORATION	EDACS ACCESS	613.9
RANKIN COMMUNICATION	PHONE CHANGES	121.91
JCG LAND SERVICES INC.	16 RAW WATER MAIN"	5,023.76
TNC LLC	DEV AGREEMENT JUNE 2019	240.5
SMITH'S SEWER SERVICE	JET CLEANING	1,525.00
SNYDER & ASSOCIATES	SE 37TH & HWY 141 TRAF SIGNAL	1,175.00
SITEONE LANDSCAPE SUPPLY,	CHEMICALS	626.91

SOUTHERNCARLSON	SAFETY GLASSES	75
STRAUSS SAFE & LOCK CO.	FOBS FOR GATES	72
P.R.I.M.E. BENEFIT SYSTEM	FD BENEFITS	954
TRIPLETT OFFICE ESSENTIAL	CABINETS	1,160.00
TOTAL QUALITY	APRIL MOWING/FERTILIZER	24,044.90
US WATER	Monthly bill	68,760.31
CINTAS CORPORATION - #762	SUPPLIES	892.52
USIC LOCATING SERVICES	LOCATES	13,595.34
VERIZON WIRELESS, BELLEVU	UTILITIES	448.98
VESSCO, INC.	JUNCTION BOX	272.5
VEENSTRA AND KIMM, INC.	MARCH INSPECTION FEES	21,109.00
VAN WALL EQUIPMENT	FIELD RAKE	825.23
WASTE MANAGEMENT OF IOWA	FIRE DEPT	220.27
WEST SIDE MECHANICS	AIRBAGS ON E392	1,551.66
WELLMARK BLUE CROSS	INS- PRE-TAX	4,033.15
WILLIAMS SCOTSMAN, INC	TRAILER	718
CONTRACTOR SOLUTIONS	FLEX TOOL	26.07
CASEY'S GENERAL STORE	MEETING	65.95
FIDELITY SECURITY LIFE IN	Vision Insurance	326.04
JOHNSON TAMMY	MILEAGE	62.64
CENTURY LINK01	UTILITIES	185.36
HUBBELL REALTY CO	DEVELOP AGREEMENT JUNE 2019	113,984.50
ENVISIONWARE	SERVER CHANGE	600
EFTPS	FED/FICA TAX	58,223.52
FEH DESIGN	STATION DESIGN SERVICES	10,909.98
JONES CHRISTIAN	HBI TAX REFUND SPRING 2019	500
KANOPY INC	MATERIALS	14
CSG FORTE PAYMENTS, INC	CC processing fees	2,754.24
TOTAL FAMILY EYE CARE	DEVELOP AGREEMENT JUNE 2019	20,112.00
OPN ARCHITECTS	FACILITIES ASSESSMENTS	3,600.00
ALL TERRAIN SEEDING	LTL BVR & PRAIRIE CRK IMPROV	108,203.06
PFALTZGRAFF ALEX	OFFICE APPLIANCE REIMBURSEMENT	534.43
FIRE AUX SUPPLIES	Fire Aux Supplies/expenses	5,477.22
GROSCH IRRIGATION CO	NEW JORDAN WELL	127,475.75
EAKLE ROBERT/PATRICIA	TAX REFUND	500
IMFOA CERTIFICATION	APPLICATION FEE/RECERTIFICATION	50
SUMMIT TECHNOLOGIES LLC	INSTALL NETWORK CABLES	2,935.52
HR GREEN	FIBER & BROADBAND SERVICE	4,950.00
CREATIVEBUG	DATA BASE	900
METERING & TECHNOLOGY SOL	THORPE	6,500.00
REINGARDT MEGHAN	CLASS REIMBURSEMENT	15
MASEAR LORI M	CLASS REIMBURSEMENT	15
KOLLASCH MICHELLE	CLASS REIMBURSEMENT	15
LARSEN DAWN	CLASS REIMBURSEMENT	15
KLINE MORGAN J	CLASS REIMBURSEMENT	15
KLINE NICOLE J	CLASS REIMBURSEMENT	15
THORSON MARY	CLASS REIMBURSEMENT	15

BROWN CHRIS & KYLIE R	CLASS REIMBURSEMENT	30
THOMPSON JORDANNA	CLASS REIMBURSEMENT	15
HEGWOOD JULIE	YOGA INSTRUCTOR	150
MENARDS SE 14TH	SUPPLIES	86.09
PAUP MARK & MIRANDA	16 RAW WATER MAIN"	10,000.00
GWORKS	METER READER SOFTWARE	1,375.00
DEPOSIT REFUNDS	REFUND DATE 04/22/2019	50
DEPOSIT REFUNDS	REFUND DATE 05/02/2019	1,984.53
DEPOSIT REFUNDS	REFUND DATE 05/08/2019	297.25
PAYROLL CHECKS	TOTAL PAYROLL CHECKS-2 PAYROLLS	178,026.07
	CLAIMS TOTAL	2,081,405.44
	GENERAL FUND	534,517.98
	ROAD USE TAX FUND	39,331.10
	EMPLOYEE BENEFITS FUND	1,792.90
	TAX INCREMENT FINANCING FUND	164,136.00
	RESTRICTED GIFTS FUND	250.15
	CP - WALLACE FUND	36.23
	CP - PRAIRIE/LITTLE BEAVE FUND	100,809.06
	CP - FIRE FUND	1,175.00
	CP - S JAMES/SE 37TH ST FUND	2,225.00
	CP - STORM WATER FUND	1,665.97
	CP-New Jordan Well 2019 FUND	127,475.75
	CP-16 Water Main FUND"	13,357.79
	SE 37TH HWY 141 PROJECT FUND	127,333.90
	2019 OVERLAY PROJECT FUND	15,195.00
	WRA SANI SEWER CONNECTION FUND	3,784.00
	WATER FUND	99,928.42
	WATER DEPOSITS FUND	2,281.78
	WATER SINKING FUND	535,720.72
	SEWER FUND	66,997.75
	SEWER SINKING FUND	178,500.00
	LANDFILL/GARBAGE FUND	56,337.94
	STORM WATER FUND	8,553.00
		2,081,405.44

RESOLUTION NO. 05-1419

A RESOLUTION CERTIFYING THE JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT LIEUTENANT PROMOTION LIST DATED APRIL 1, 2019

WHEREAS, the Fire Board approved promoting the current Lieutenants to Captains and adding three additional Lieutenants; and

WHEREAS, the Grimes City Council Approved promoting three additional company officers as Lieutenants for the FY 2020 Budget; and

WHEREAS, the fire department conducted written testing January 10 and 11, 2019; and

WHEREAS, the fire department conducted an Assessment Center January 15, 2019; and

WHEREAS, Chief interviews were conducted January 16, 2019; and

WHEREAS, the final list includes four applicants meeting the eligibility requirements and high standards of the Johnston-Grimes Metropolitan Fire Department; and

WHEREAS, the Grimes City Council approves all Promotional lists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the Johnston-Grimes Metropolitan Fire Department Lieutenant Promotional list dated April 1, 2019 be certified, adopted and approved. This policy will be effective April 1, 2019 and the list will expire May 6, 2021.

PASSED AND APPROVED THIS 14TH DAY OF MAY, 2019.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

RESOLUTION NO. 05-1219

A RESOLUTION CERTIFYING THE JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT CAPTAIN ELIGIBILITY LIST DATED APRIL 1, 2019

WHEREAS, there was no current Captain Promotional; and
WHEREAS, the fire department conducted written testing December 19, 2018; and
WHEREAS, Chief interviews were conducted December 20, 2018; and
WHEREAS, the final list yielded four applicants meeting the eligibility requirements and high standards of the Johnston-Grimes Metropolitan Fire Department; and
WHEREAS, the Grimes City Council approves all promotional lists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES IOWA, that the Johnston-Grimes Metropolitan Fire Department Captain Promotional list dated April 1, 2019 be certified, adopted and approved. This policy will be effective April 1, 2019, and the list will expire May 6, 2021.

PASSED AND APPROVED THIS 14TH DAY OF MAY 2019.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

RESOLUTION NO. 05-1319

A RESOLUTION CERTIFYING THE JOHNSTON-GRIMES METROPOLITAN FIRE DEPARTMENT HIRING ELIGIBILITY LIST DATED APRIL 25, 2019

WHEREAS, the current hiring list has been exhausted; and
WHEREAS, the fire department conducted written testing the week of April 1, 2019; and
WHEREAS, the fire department conducted Physical Agility testing the week of April 8, 2019; and
WHEREAS, Initial interviews were conducted by fire department members April 17 and 18, 2019 and
WHEREAS, Chief interviews were conducted April 24 and 25; and
WHEREAS, the final list was narrowed down to 11 applicants meeting the eligibility requirements and high standards of the Johnston-Grimes Metropolitan Fire Department; and
WHEREAS, the Grimes City Council approves all hiring lists and new hires of all employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, that the Johnston-Grimes Metropolitan Fire Department hiring list dated April 25, 2019 be certified, adopted and approved. This policy will be effective April 25, 2019 and the list will expire May 6, 2020.

PASSED AND APPROVED THIS 14TH DAY OF MAY, 2019.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK