

1. Agenda

Documents:

[052819 CC AGENDA.PDF.PDF](#)

2. Meeting Materials

Documents:

[052819 CC PACKET2.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 28, 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. Policy Analysis Service Agreement \$4,200
 - C. Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement 3301 and 3401 SE Destination Drive
 - D. Final Pay Application #3 for the North James Street and Beaverbrooke Blvd Traffic Signal Project S&A Project No. 116.1110.01 to Van Maanen Electric \$6,283.50
 - E. Pay Application #3 Retainage for the City of Grimes City Traffic Signal Communication Network DOT Project No. STP-A-141-7(46)—86-77 Iowa Signal \$6,673.77
 - F. Des Moines Area Metropolitan Planning Organization Fiscal Year 2020 Assessment \$12,742
 - G. Hawkins Inc \$ 5,560 - water treatment



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- H. Spirits Liquor License – ownership update effective 05/28/2019
- I. Kum and Go #141 Alcohol License – ownership update effective 7/1/19
- J. Kum and Go #141 Alcohol License Renewal with Sunday Sales
- K. Kam and Go #237 Alcohol License ownership update effective 7/1/19
- L. Kum and Go #237 Alcohol License Renewal with Sunday Sales
- M. Primary Metering Proposal for New Jordan Well Site
- N. US Water Agreement 5 year Extension
- O. Pay Application #2 to Concrete Technologies, Inc \$142,681.21 for the SE 37th Street at Hwy 141 Improvements
- P. Request to Hire Part Time Firefighter
- Q. Request to Purchase Case 580N Backhoe \$72,405
- R. Request to Purchase Front Wings for 3 Existing Trucks \$60,568
- S. Request for Street Closure for Block Party/Fund Raiser
- T. Approve Financial Services Agreement
- U. Approve Amendment to Dissemination Agent Agreement
- V. Claim Report

5. US WATER Report

6. Presentation by Sally Dix – Bravo of Greater Des Moines

7. CXC Storm Water Presentation – Mayor Bob Andeweg of Urbandale

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. Public Hearing and Approval of Plans Specifications and Award of Contract for the 2019 City of Grimes HMA Resurfacing Project
- B. Public Hearing and Approval of Amendment FY 2018-2019 City Budget
- C. Resolution 05-1319 Awarding General Obligation Corporate Purpose Bonds, Series 2019A
- D. Resolution 05-1419 Taking Additional Action with Respect to a Sewer Revenue Loan and Disbursement Agreement and Authorizing, Approving and Securing the Payment of a D. Interim Loan and Disbursement Agreement)
- E. Second 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



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COUNCIL ACTIONS

- A. 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

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, May 14, 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, May 14, 2019 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Mikkelsen. Roll Call: Present: Gisch, Hamp, Berger, Altringer Absent: Johansen

AGENDA ITEMS.

Approval of the Agenda

Mayor Mikkelsen asked for approval of the agenda.

Moved by Altinger, Seconded by Gisch; 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. 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 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 II. Claims Report \$2,081,405.44 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

Moved by Altringer, Seconded by Gisch; the Consent Agenda; shall be approved.

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

Fire Department Report

Chief Clark stated for the month of April 2019 there were 240 calls for service across all districts. He broke down the calls by department: Station 37 – 57 calls, Station 38 – Grimes District – 19, Johnston District – 50, Station 39 – 107 calls and 5 mutual aid. Chief Clark stated that 85.48% of the calls were EMS and 14.52% were fire and other calls. He added that they held a Tiny Tot Triathlon and that the pancake feed was well attended.

Patrol Report

Update from DART –

Amanda Wanke, Chief External Affairs Officer and Luis Montoya the Planning and Development Manager addressed the Council regarding the DART Fall 2019 Service Change Proposals. The Council voiced concerns over the change in services to Grimes for the cost that the City pays. Mayor Mikkelsen asked if they would be able to tell us what the average cost of a trip is for picking up a Grimes resident. He added that he understands that DART is in a tough spot making the system work all over the metro. Mayor Mikkelsen stated that it is their job to make sure they are paying attention to the tax payer and residents dollar. He added that running numbers to see what the per trip costs are would be helpful. Mayor Mikkelsen stated that information would let them know if the systems are set up for communities that are out on the edges of the metro. He added that maybe the City needs to find a way to get our residents to DART's drop spots. Mayor Mikkelsen again stated that he would like to see with the levy rate of .60 what is the per trip cost. Wanke stated that she did not have those numbers but would be happy to look into providing that information.

PUBLIC FORUM

Ammon Taylor, Municipal Marketing Manager of Waste Management addressed the Council. Taylor stated that recently they had been in Grimes partnering with the parks department at Kennybrook Park and helped plant some trees on Arbor Day. He stated that currently they provide recycling and yard waste service to the City of Grimes. He stated that there is a "Think Green Grant" available through Waste Management that he encouraged the City to apply.

PUBLIC AGENDA

A. Approval of Site Plan for Stone Ridge Mega Storage, 3305 SE Miehle Drive

Development Services Director Alex Pfaltzgraff addressed the Council regarding the site plan. Pfaltzgraff stated that the property owner Kevin Henter was seeking a waiver on the siding requirements of brick and a parking waiver. 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 Miehle Drive. Pfaltzgraff stated that at a previous Council meeting on this site plan it was stated that the 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. He stated the applicant is requesting approval of the site, with a waiver for the stone along the north and south wall. Pfaltzgraff advised that the north side would be difficult to provide masonry, considering the proposed design of overhead doors and adjacent man doors. He added the applicant is willing to provide landscaping along the north side of the parking lot, as well as the south-west corner where the 30-foot of stone is lacking. Pfaltzgraff stated that he felt the waiver for the parking requirement was reasonable due to this building would be a storage facility so additional parking would not be needed.

Moved by Hamp, Seconded by Altringer; the site plan for Stone Ridge Mega Storage; shall be approved.

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

B. Public Hearing and Approval of 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 May 28, 2019

Mayor Mikkelsen opened the Public Hearing at 6:42 pm. There being no oral or written comments the hearing was closed at 6:42 pm.

City Administrator Anderson stated this resolution was for an additional 7 million general obligation bonds.

Travis Squires of Piper Jaffray reviewed with the Council the 2019 Debt Issuance.

Moved by Hamp, Seconded by Altringer; 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 state in connection therewith for May 28, 2019; shall be approved.

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

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

Moved by Hamp, Seconded by Altringer; 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; shall be approved.

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

D. Public Hearing on Proposal To Enter Into a Water Revenue Loan and Disbursement Agreement

Mayor Mikkelsen opened the Public Hearing at 6:57 pm. There being no oral or written comments the Hearing was closed at 6:57 pm. City Administrator Anderson stated these funds would be used for the 16 inch RAW Water Main.

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

Moved by Gisch, Seconded by Hamp; 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; shall be approved.

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

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 May 28, 2019

City Administrator Anderson stated these funds would be used for Planning and Design for the WRA.

Moved by Hamp, Seconded by Altringer; 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 for May 28, 2019; shall be approved.

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

G. Proposal for Professional Consultant Services – SW County Line Road and SW 19th Street HMA Paving Project including service agreement

Mark Lee of Chamberlin Consultant Engineers addressed the Council regarding the SW County Line Road and SW 19th Street HMA paving project. Lee advised this agreement would be to construct a hard surface pavement to access the DCG Middle School Project during the new school construction and as a long-term alternate access to the school. He added this project will include milling and overlaying from the intersection of South James Street and SE 19th to divided section of SE 19th Street. Lee provided three options to the Council but recommended Option A at an estimated cost of \$2,040,269.00.

Moved by Gisch, Seconded by Hamp; to approved Option A for the Proposal for professional consultant services on SW County Line Road and SW 19th Street for the HMA paving project including the service agreement; shall be approved.

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

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

Mark Lee of Chamberlin Consultant Engineers addressed the Council regarding safety concern at the intersection of NE Beaverbrooke Blvd and North Main Street with regards to pedestrian crossing. He stated the main purpose of this project is to provide a safe crossing for 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 pedestrians. Chamberlin added that he would provide the professional services to design and produce project plans and specification and assist the Public Works Department in the construction of the improvement. He added the total cost of the project including his services would be \$70,000. Council Member Gisch thanked Lee for looking at this project. He added this crossing has been a concern with the children who are in this area crossing the street.

Moved by Hamp, Seconded by Altringer; the proposal for professional consultant services for the 2019 City of Grimes Intersection Improvements pedestrian school crossing modification at the NE Beaverbrooke Blvd and North Main Street Intersection including service agreement; shall be approved.

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

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

City Administrator Anderson stated this was just passing along costs from Metro Waste Authority. Mayor Mikkelsen opened the Public Hearing at 7:25 pm. There being no oral or written comments the hearing was closed at 7:25 pm.

Moved by Gisch, Seconded by Hamp; the 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; shall be approved.

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

J. Public Hearing and Approval of Resolution 05-0119 Assenting To The Annexation Of Certain Real Estate To The City Of Grimes, Iowa

Mayor Mikkelsen opened the Public Hearing at 7:26 pm. There being no oral or written comments the hearing was closed at 7:26 pm.

Moved by Hamp, Seconded by Altringer Resolution 05-0119 assenting to the annexation of certain real estate to the City of Grimes, Iowa for Mustang Ridge; shall be approved.

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

COUNCIL ACTIONS

A. Discussion on Special Use Permits, Conditions and Expirations – Alex Pfaltzgraff – Development Services Director

Development Services Director Alex Pfaltzgraff addressed the Council regarding Special Use Permits, conditions and expiration of those permits. Pfaltzgraff stated that the Council recently modified the Zoning Ordinance, to remove the special use permit provisions within the C-1 Zoning District. He stated the Ordinance did not address the special use permits that were previously approved by the BOA, but not acted upon. Pfaltzgraff stated 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. He added that 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. He also asked the Council to consider adding language to allow the Board of Adjustments ground for approval or denial of Special Use Permits and also give the applicant and neighborhood a clear understanding of the expectations. Pfaltzgraff stated that he wanted to be sure the Council felt he was on the right track with moving forward with these changes. He added that he will be setting a hearing on May 28th for an ordinance change and will be taking it to Planning and Zoning for review on July 2, 2019 and then will bring it back to Council.

B. Discussion and Guidance Relative to the Local Option Sales and Services Tax (LOSST) Referendum Scheduled for Tuesday, August 6, 2019

City Administrator Anderson stated that staff is pulling together some information related to LOSST that we will be able to post to the website.

City Administrator City Administrator Anderson stated that Ankeny City Council voted last night to not proceed with the August 6th referendum.

COUNCIL DISCUSSIONS

Mayors Report

Mayor Mikkelsen thanked Public Works Director Weston Wunder on innovative work he is doing on the turf at the softball complex diamonds and the work at the baseball batting cages. He added this has been well received by the community. He also thanked Development Services Director Alex Pfaltzgraff for his work with residents on finding solutions on issues. Mayor Mikkelsen thanked both of them. He stated there has been some frustration with the development that went in behind NW 23rd Court. Alex Pfaltzgraff stated he had met with the property owner/developer/engineer and brought to his attention some concerns over not keeping the street clean, construction debris, soil stockpiles, and rock stockpiles. He added that some of improvements haven't been installed yet as they are waiting on FEMA to make a decision with respect to the encroachment of the detention facility within the floodway. Pfaltzgraff stated that the engineer had put a report together to FEMA that there was a no net rise. He added that some formal correspondence is going out to the owner that the City wants to see some cleanup of the site and the street. Pfaltzgraff stated they want to see some cleanup of the north side of the development which still has raw dirt. He stated the owner is aware and is going to work on a retaining wall and address the concerns immediately. Mayor Mikkelsen thanked Pfaltzgraff for the follow-up.

City Attorney Report

City Attorney had no report

City Engineer Report

City Engineer had no report

City Staff Report

City Staff had not report

Old Business

New Business

Recess Open Session

Mayor Mikkelsen recessed open session at 7:41 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

Mayor Mikkelsen reconvened open session at 7:52 pm.

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

Moved by Altringer, Seconded by Hamp; Resolution 05-0519 providing for closed session at 7:53 pm; shall be approved.

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

Rise from Closed Session

Moved by Altringer, Seconded by Hamp to rise from closed session at 8:35 pm.

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

Reconvene Open Session

Open Session - cont.

New Business

Moved by Hamp, Seconded by Altringer;

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

Moved by Hamp, Seconded by Altringer; Resolution 05-1219 which authorizes the Mayor to execute a contract with the firefighters union with regards to the proposed union contract.

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

Moved by Hamp, Seconded by Altringer; to instruct the City Attorney and City Administrator carry forth the litigation strategy discussed with regard to the condemnation law suit that is currently pending with the railroad.

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

Moved by Hamp, Seconded by Altringer to instruct City staff to follow recommendations in regards to the public engineering contracts that are currently in existence with the City of Grimes, pursuant to discussions that occurred during closed session.

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

Moved by Altringer, Seconded by Hamp; there being no further business the meeting was adjourned at 8:37 pm.

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

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor



The workshop meeting of the Grimes City Council was called to order by Council Member Hamp on Tuesday, May 14, 2019 at 4:07 pm at Grimes City Hall.

Roll Call: Present: Altringer, Gisch, Burger, Hamp Absent: Johansen

APPROVAL OF THE AGENDA

Moved by Gisch, seconded by Altringer; the agenda shall be approved.

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

1. Utility Rates

Matt Stoffel and Susan Gerlach of PFM Financial Advisors LLC present to the Council on utility rates. PFM provided recommendations to the Council on utility rates after having completed a utility study. The Council will continue discussion.

New Business

Moved by Altringer, Seconded by Gisch there being no further business, the workshop meeting is adjourned at 5:10 pm.

ATTEST:

Rochelle Williams, City Clerk

Scott Mikkelsen, Mayor

Preparer

Information: Civil Design Advantage, 3405 SE Crossroads Drive Suite G, Grimes, Iowa 50111 (515) 369-4400
Name Street Address City,State,Zip Area Code-Phone

When Recorded Return to:

City of Grimes, 101 N. Harvey, Grimes, Iowa 50111 (515) 986-3036
Name Street Address City,State,Zip Area Code-Phone

**3301 & 3401 SE Destination Drive – STORM WATER MANAGEMENT FACILITY MAINTENANCE
COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS POST CONSTRUCTION AGREEMENT ("Agreement") is entered into between **3301 & 3401 SE Destination, LLC ("Grantor")** and the **City of Grimes, Iowa ("City")**, in consideration for the approval by the City of the **3301 & 3401 SE Destination Drive** project.

Grantor is obligated by the Code of Ordinances of the City of Grimes, Chapter 104 ("**Post-Construction Storm Water Ordinance**"), to control storm water runoff for the proposed development as a part of the **3301 & 3401 SE Destination Drive** project approval process. In consideration for the City's approval of Grantor's **3301 & 3401 SE Destination Drive** project, the parties enter into this Agreement to control and address storm water runoff for the following described property:

LOTS 3 AND 4 OF CROSSROADS BUSINESS PARK OF GRIMES PLAT 4

(the "**Benefited Property**").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the site shall be controlled and maintained through the storm water detention basin ("**Storm Water Management Facility**") upon, over, under, through and across the following described property:

A PART OF LOT 4, CROSSROADS BUSINESS PARK OF GRIMES PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 89°40'05" EAST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 78.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 05°45'23" WEST, 80.00 FEET; THENCE NORTH 84°14'37" EAST, 32.92 FEET; THENCE SOUTH 25°45'23" EAST, 92.46 FEET TO SAID SOUTH LINE; THENCE NORTH 89°40'05" WEST ALONG SAID SOUTH LINE, 64.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES (4,012 SQUARE FEET).

AND

A PART OF LOT 4, CROSSROADS BUSINESS PARK OF GRIMES PLAT 4, AN OFFICIAL PLAT IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 05°45'23" WEST, ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 35.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°14'37" EAST, 79.36 FEET; THENCE SOUTH 05°45'58" WEST, 55.07 FEET; THENCE SOUTH 37°23'44" WEST, 36.14 FEET; THENCE NORTH 90°00'00" WEST, 20.00 FEET; THENCE NORTH 74°28'00" WEST, 25.48 FEET TO SAID WEST LINE; THENCE NORTH 05°45'23" WEST ALONG SAID WEST LINE, 69.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES (5,284 SQUARE FEET).

(the "**Easement Area**").

Refer to the attached Easement Exhibits for additional detail.

2. Grantor covenants and agrees that the maintenance of the Storm Water Management Facility shall be in compliance with the storm water management plan, on file with the City and which is available for public inspection. The maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Post-Construction Storm Water Ordinance.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Post-Construction Storm Water Ordinance and the City storm water requirements as defined by the Post-Construction Storm Water Ordinance.
4. It is hereby agreed that the Grantor is solely responsible for constructing, installing, and ensuring that the Storm Water Management Facility meets the standard set forth in the Post-Construction Storm Water Ordinance.
5. Grantor hereby designates, appoints, and agrees on behalf of Grantor and all successors and assigns that the Grantor is designated as the responsible party to coordinate any replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility as required by the City and described per the Storm Water Detention Easement Agreement.
6. Grantor hereby covenants and agrees that Grantor is hereby designated and authorized to accept notices and service of process as it relates to the inspection, replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading, and maintenance of the Storm Water Management Facility.
7. Grantor shares responsibility based on percentages per the Storm Water Detention Easement Agreement for all maintenance, repair, and replacement of the Storm Water Management Facility as required by the City.
8. Grantor shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets, and outlets for defects, obstructions, or any changes in the Storm Water Management Facility from the original design of the Storm Water Management Facility. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
9. Should Grantor fail to maintain, reconstruct, repair, grade, or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to the Benefited Properties. The assessments shall be a lien on the Benefited Properties and place on the real estate tax bill and collected as ordinary taxes.

PART II – Easement for Storm Water Management Facility

The following provisions in Part II herein are for the permanent easement over the Easement Area described in Part I, running with the land to the City.

10. Grantor hereby grants to the City a Permanent Surface Water Flowage Easement and Storm Water Management Facility under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading, and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
11. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height (max height 24"-36") designated on the original design to prevent erosion.
 - b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
 - c. Plant, maintain and replant as necessary permitted vegetation.
 - d. Inspect for any defects, obstructions, or any changes in the original design.
 - e. Inspect and determine the depth of the swale on an annual basis.
 - f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in swales.
 - g. All repairs shall conform to the original design.
 - h. Maintaining the storm water and detention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.
12. No chemicals or any substance shall be applied to the Storm Water Management Facility that shall harm or impair the effectiveness of the Storm Water Management Facility as a storm water runoff control measure.
 13. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 14. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
 15. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 17. The City and its agents, contractors, employees and assigns 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 as herein described, including, but not limited to, the right to remove any unauthorized plantings, structures, or obstructions placed or erected under, over, on, across or within the Easement Area and the right to do maintenance, repair, reconstruction, grading, and dredging.
 18. 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 its rights under this Agreement. 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.
 19. This Agreement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Agreement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful 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 Agreement.

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, the parties hereto have executed this Agreement.

Signed this 4 day of April, 2019.

GRANTOR: 3301 + 3401 SE Destination LLC

By: [Signature]

Name: Ajdin Nadarevic

Title: Member

Address: 8424 Prairie Ridge Dr
Johnston IA 50131

STATE OF IOWA)

COUNTY OF Polk)

This instrument was acknowledged before me on the 4 day of April, 2019, by Ajdin Nadarevic as member of 3301 + 3401 SE Destination LLC



CITY OF GRIMES, IOWA

Ashlie A. Darling
Notary Public in and for the State of Iowa

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Agreement was duly approved and accepted by the City Council of said City of Grimes by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2019, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2019.

Rochelle Williams

City Clerk of the City of Grimes, Iowa



May 20, 2019

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

RE: FINAL PAYMENT APPLICATION NO. 3
N JAMES STREET AND BEAVERBROOKE BLVD TRAFFIC SIGNAL PROJECT
S&A PROJECT NO.: 116.1110.01

Dear Mrs. Williams:

Final Payment Application No. 3 includes payment of retainage for the N James St and Beaverbrooke Blvd Traffic Signal project. Through this pay application, work has been completed.

We recommend approval of the Final Payment Application No. 3 of \$6,283.50 to the Contractor, Van Maanen Electric, for the completed project.

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox, P.E., PTOE
Project Manager

Enclosures

cc: Matt Van Maanen, Van Maanen Electric
John Gade, Fox Engineering

APPLICATION FOR FINAL PAYMENT NO. 3

PROJECT: N James St & Beaverbrooke Traffic Signal Project

S&A PROJECT NO.: 116.1110.01

OWNER: City of Grimes
CONTRACTOR: Van Maanen Electric
ADDRESS: PO Box 1131
Newton, IA 50208
DATE: 5/15/2019

PAYMENT PERIOD: Final

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 125,670.00
Net Change by Change Order: \$ -
Contract Amount to Date: \$ 125,670.00

CONTRACT PERIOD: COMPLETION DATE

Original Contract Date: August 8, 2017

Original Contract Time:
Underground Work: November 22, 2017
Project Completion: March 30, 2018

2. WORK SUMMARY:

Total Work Performed to Date: \$ 125,670.00

Modified by Change Order: _____

Retainage: 5%

Total Earned Less Retainage: \$125,670.00

Less Previous Applications for Payment: \$ 119,386.50

AMOUNT DUE THIS APPLICATION: \$6,283.50 Retainage

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

By Van Maanen Electric
CONTRACTOR

DATE: 5/15/19

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

By Snyder & Associates, Inc.
ENGINEER

DATE: 5/20/19

5. OWNER'S APPROVAL

By _____
OWNER

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		PLAN QTY.	UNIT	UNIT COST	COST TOTAL	QTY. TO DATE	CO #	COST TOTAL
1.	Traffic Signalization	1	LS	\$ 125,670.00	\$ 125,670.00	100.0%		\$ 125,670.00
2.					-			-
3.					-			-
		TOTAL ORIGINAL CONTRACT = \$ 125,670.00				\$ 125,670.00		



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

May 15, 2019

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

RE: PAY APPLICATION NO. 3 - RETAINAGE
CITY OF GRIMES CITY TRAFFIC SIGNAL COMMUNICATION NETWORK
DOT PROJECT NO.: STP-A-141-7(46)--86-77

Dear Rochelle:

Partial Payment Application No. 3 for payment of retainage. The Contractor has completed the work.

We recommend approval of Payment Application No. 3 of \$6,673.77 to the Contractor, Iowa Signal, Inc., for retainage of the project.

Sincerely,

SNYDER & ASSOCIATES, INC.

Todd Knox, P.E., PTOE
Traffic Engineer

Enclosures

CC: Wayne Leslie, Iowa Signal, Inc.
John Gade, P.E., Fox Engineering

APPLICATION FOR PARTIAL PAYMENT NO. 3

PROJECT: City Traffic Signal Communication Network
OWNER: City of Grimes
CONTRACTOR: Iowa Signal, Inc.
ADDRESS: 3711 SE Capitol Circle, Grimes, IA 50111
DATE: May 15, 2019

DOT PROJECT NO.: STP-A-141-7(46)--86-77

PAYMENT PERIOD: Retainage

1. CONTRACT SUMMARY:

Original Contract Amount:	\$222,459.01	CONTRACT PERIOD: Working Days
Net Change by Change Order:	\$0.00	Original Contract Date: March 15, 2016
Contract Amount to Date:	\$222,459.01	Late Start Date: July 11, 2016

2. WORK SUMMARY:

Total Work Performed to Date:	\$222,459.01	Contract Working Days: 50
Retainage: 3%		Additional Working Days by CO: 0
Total Earned Less Retainage:	\$222,459.01	Total Working Days: 50
Stored Materials:	\$0.00	Working Days Used to Date: 40
Total Including Stored Materials:	\$222,459.01	Remaining Working Days: 10
Less Previous Applications for Payment:	\$215,785.24	

AMOUNT DUE THIS APPLICATION: \$6,673.77 Retainage

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Partial Payments.
- (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

By Iowa Signal, Inc.
CONTRACTOR

By [Signature] DATE: 5/15/19

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

By Snyder & Associates, Inc.
ENGINEER

By Todd Knox DATE: 5/17/19

5. OWNER'S APPROVAL

By City of Grimes
OWNER

By _____ DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

ITEM NO.	DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK		
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	CO #	COST
0010	2528-8445110 - Traffic Control	1	LS	\$2,500.00	\$2,500.00	1		\$2,500.00
0020	2533-4980005 - Mobilization	1	LS	\$1,600.00	\$1,600.00	1		\$1,600.00
0030	2599-9999005 - Batter Back-Up System	5	EACH	\$5,000.00	\$25,000.00	5		\$25,000.00
0040	2599-9999005 - Fiber Optic Fusion Splices	188	EACH	\$45.00	\$8,460.00	188		\$8,460.00
0050	2599-9999005 - Fiber Optic Hub Cabinet	1	EACH	\$4,500.00	\$4,500.00	1		\$4,500.00
0060	2599-9999005 - Handhole, Type I, 24 in. Dia.	14	EACH	\$950.00	\$13,300.00	14		\$13,300.00
0070	2599-9999005 - Handhole, Type IV, 30 in. X 48 in.	8	EACH	\$1,450.00	\$11,600.00	8		\$11,600.00
0080	2599-9999005 - SM Terminations - SC Connectors	108	EACH	\$35.00	\$3,780.00	108		\$3,780.00
0090	2599-9999005 - SM Terminations - ST Connectors	136	EACH	\$35.00	\$4,760.00	136		\$4,760.00
0100	2599-9999005 - Traffic Signal Cabinet Modifications	9	EACH	\$2,300.00	\$20,700.00	9		\$20,700.00
0110	2599-9999005 - Traffic Signal Controller Replacement	8	EACH	\$3,000.00	\$24,000.00	8		\$24,000.00
0120	2599-9999009 - 2 Inch PVC/HDPE Conduit	4,190	LF	\$8.50	\$35,615.00	4,190		\$35,615.00
0130	2599-9999009 - 2 Inch Rigid Steel Conduit	140	LF	\$20.00	\$2,800.00	140		\$2,800.00
0140	2599-9999009 - Pull Rope	11,000	LF	\$0.15	\$1,650.00	11,000		\$1,650.00
0150	2599-9999009 - Single Mode Fiber Optic Cable, 12 ct	1,110	LF	\$1.50	\$1,665.00	1,110		\$1,665.00
0160	2599-9999009 - Single Mode Fiber Optic Cable, 72 ct	18,830	LF	\$2.25	\$42,367.50	18,830		\$42,367.50
0170	2599-9999009 - Tracer Wire, 10 Gauge	11,000	LF	\$0.35	\$3,850.00	11,000		\$3,850.00
0180	2599-9999010 - City Hall Connection	1	LS	\$3,400.00	\$3,400.00	1		\$3,400.00
0190	2599-9999010 - Fire Department Building Connection	1	LS	\$4,500.00	\$4,500.00	1		\$4,500.00
0200	2599-9999010 - Library Connection	1	LS	\$3,400.00	\$3,400.00	1		\$3,400.00
0210	2599-9999010 - Public Works Building Connection	1	LS	\$3,011.51	\$3,011.51	1		\$3,011.51
					\$222,459.01	\$222,459.01		




DES MOINES AREA

MPO

METROPOLITAN PLANNING ORGANIZATION

420 Watson Powell Jr. Parkway, Suite 200
Des Moines, Iowa 50309
Phone: 515.334.0075
Email: info@dmampo.org
www.dmampo.org

May 1, 2019

Jake Anderson
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

**SUBJECT: DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION
FISCAL YEAR 2020 ASSESSMENT**

Dear Jake Anderson,

Enclosed is an invoice for the City of Grimes's assessment as a member of the Des Moines Area Metropolitan Planning Organization (MPO). The assessment is for Fiscal Year 2020 (FY 2020) beginning July 1, 2019 and ending June 30, 2020. Member government assessments match federal funds which the MPO receives, and further support the transportation planning activities performed by the MPO for its member governments.

The MPO is applying an assessment rate of \$1.00 per capita to the City of Grimes estimate population figure of 12,742 for the FY 2020 assessment amount of \$12,742 as detailed on the enclosed invoice. Assessments are due and payable July 15, 2019, and the MPO will consider the assessment payment late after August 1, 2019.

If you have questions concerning the MPO member government assessment, please contact Dylan Mullenix at (515) 334-0075.

Sincerely,



R. Todd Ashby, AICP
Executive Director

RTA:tjd

Enclosure

cc: Gary Lorenz, MPO Secretary/Treasurer
City Clerk / County Auditor

Altoona • Ankeny • Bondurant • Carlisle • Clive • Dallas County • Des Moines • DART
Grimes • Johnston • Mitchellville • Norwalk • Pleasant Hill • Polk City • Polk County
Urbandale • Warren County • Waukee • West Des Moines • Windsor Heights

Des Moines MPO

420 Watson Powell Jr. Pkwy
Suite 200
Des Moines, Iowa 50309
(515) 334-0075

INVOICE**DATE**

5/01/2019

NUMBER

469

City of Grimes
City Administrator
101 North Harvey Street
Grimes, IA 50111-2051

001-620-6210

Description	Amount
FY 2020 Assessment	12,742.00
	Invoice Total 12,742.00
	Amount Paid 0.00
	Balance Due 12,742.00



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

INVOICE

REC'D MAY 15 2019

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

Total Invoice \$5,560.00
Invoice Number 4494272
Invoice Date 5/9/19
Sales Order Number/Type 2900674 SL
Branch Plant 58073
Shipment Number 3136467

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

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#		P.O. Release		Sales Agent #	
6/23/19	Net 45	PPD Origin	HWTG					073	
Line #	Item Number Cust Item #	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	33138	Vitec 3000	N	4.0000	DR	\$2.7800	LB	2,000.0 LB	\$5,560.00
		500 LB DNR		2000.0000	LB			2,096.0 GW	

Lot/SN: 92872

Lot Expiration Date 3/24/20

***** Electronic Billing Now Available. *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 1 of 1

Tax Rate
0 %

Sales Tax
\$0.00

Invoice Total

\$5,560.00

No Discounts on Freight or Containers

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

Please
Remit To:

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

This contractor and subcontractor shall abide by the requirements of 41 CFR §560-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 500362449



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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	50.00 %	View
Renuka Adhikari	105 NE 21st Circle, Grimes, IA, 50111	50.00 %	View

1

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

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

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

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Applicant LE0002891, Spirits Liquor, Grimes

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Corporation Name/Sole Proprietor	PRIYA LLC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name/Partnership Name(s):	Spirits Liquor	
Name of Business (D/B/A):	Spirits Liquor	
Address of Premise:	109 E 1st street #B	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(515) 986-7373	Cell / Home Phone: (515) 305-4707
☐ Same Address		
Mailing Address:	109 E 1st street #B	
Mailing Address Line 2:		
City:	Grimes	State: Iowa
Zip:	50111	
Contact Name:	Manish Adhikari	
Phone:	(515) 305-4707	Email Address: maatarani1988@gmail.com

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Ownership LE0002891, Spirits Liquor, Grimes

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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.

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Owners:

Name	Address	Percentage	
Manish Adhikari	105 NE 21st Circle, Grimes, IA, 50111	50.00 %	View
Renuka Adhikari	105 NE 21st Circle, Grimes, IA, 50111	50.00 %	View

1

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

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- Criminal History
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Ownership **LE0001818, Kum & Go #141, Grimes**

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

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	
Kyle Krause	30375 Napa Ranch Road, Waukee, IA, 50263	0.00 %	View
Krause Group LTD	1459 Grand Ave, Des Moines, IA, 50309	100.00 %	View
Charles Campbell	3408 150th st., Urbandale , 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	

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Applicant LE0001818, Kum & Go #141, Grimes

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

Corporation Name/Sole Proprietor Name/Partnership Name(s):	Kum & Go LC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Kum & Go #141	
Address of Premise:	1880 SE Princeton	
Address Line 2:		
City:	Grimes	▼
County:	Polk	▼
Zip:	50111	
Business Phone:	(515) 986-0394	Cell / Home Phone:
☐ Same Address		
Mailing Address:	1459 Grand Avenue	
Mailing Address Line 2:		
City:	Des Moines	State: Iowa ▼
Zip:	50309	
Contact Name:	Drew Carter	
Phone:	(515) 457-6188	Email Address: licenses@kumandgo.com

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Iowa Alcoholic Beverages Division
1818 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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Criminal History **LE0001818, Kum & Go #141, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

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

☐ No

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

☐ No

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

☐ None

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

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Applicant License LE0001818, Kum & Go #141, Grimes

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

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

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

License Status: Submitted to Local Authority

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

Issue date of current license: MM/DD/YYYY

License effective date: 07/01/2019 MM/DD/YYYY

License expiration date: 06/30/2020 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 LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

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

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

PRIVILEGES:

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

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Ownership LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

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

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	
Kyle Krause	30375 Napa Ranch Road, Waukee, IA, 50263	0.00 %	View
Craig Bergstrom	6700 Augustine Court, Johnston, IA, 50131	0.00 %	View
Krause Holdings	1459 Grand Ave, Des Moines, IA, 50309	100.00 %	View
Charles Campbell	3408 150th st., Urbandale, 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.

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Criminal History LE0001818, Kum & Go #141, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

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

 ▼

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

 ▼

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

 ▼

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

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Ownership LE0001819, Kum & Go #237, Grimes

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

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

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	
Kyle Krause	30375 Napa Ranch Road, Waukee, IA, 50263	0.00 %	View
Krause Group LTD	1459 Grand Ave, Des Moines, IA, 50309	100.00 %	View
Charles Campbell	3408 150th St, Urbandale, 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.

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Applicant LE0001819, Kum & Go #237, Grimes

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

Corporation Name/Sole Proprietor Name/Partnership Name(s):	Kum & Go LC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name of Business (D/B/A):	Kum & Go #237	
Address of Premise:	801 N 1st St	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(515) 986-9335	Cell / Home Phone:
☐ Same Address		
Mailing Address:	1459 Grand Avenue	
Mailing Address Line 2:		
City:	Des Moines	State: Iowa
Zip:	50309	
Contact Name:	Drew Carter	
Phone:	(515) 457-6188	Email Address: licenses@kumandgo.com

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Criminal History LE0001819, Kum & Go #237, Grimes

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

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

No

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

No

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

None ▾

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

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Applicant License LE0001819, Kum & Go #237, Grimes

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

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

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

License Status: Submitted to Local Authority

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

Issue date of current license: MM/DD/YYYY

License effective date: 07/01/2019 MM/DD/YYYY

License expiration date: 06/30/2020 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 LE0001819, Kum & Go #237, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

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

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

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

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Applicant LE0001819, Kum & Go #237, Grimes

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

Corporation Name/Sole Proprietor	Kum & Go LC	(Sole Proprietorship, Partnership, Corporation, etc.)
Name/Partnership Name(s):		
Name of Business (D/B/A):	Kum & Go #237	
Address of Premise:	801 N 1st St	
Address Line 2:		
City:	Grimes	
County:	Polk	
Zip:	50111	
Business Phone:	(515) 986-9335	Cell / Home Phone:
☐ Same Address		
Mailing Address:	1459 Grand Avenue	
Mailing Address Line 2:		
City:	Des Moines	State: Iowa
Zip:	50309	
Contact Name:	Jody Deiter	
Phone:	(515) 457-6249	Email Address: licenses@kumandgo.com

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Criminal History LE0001819, Kum & Go #237, Grimes

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

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

No

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

No

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

None ▼

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

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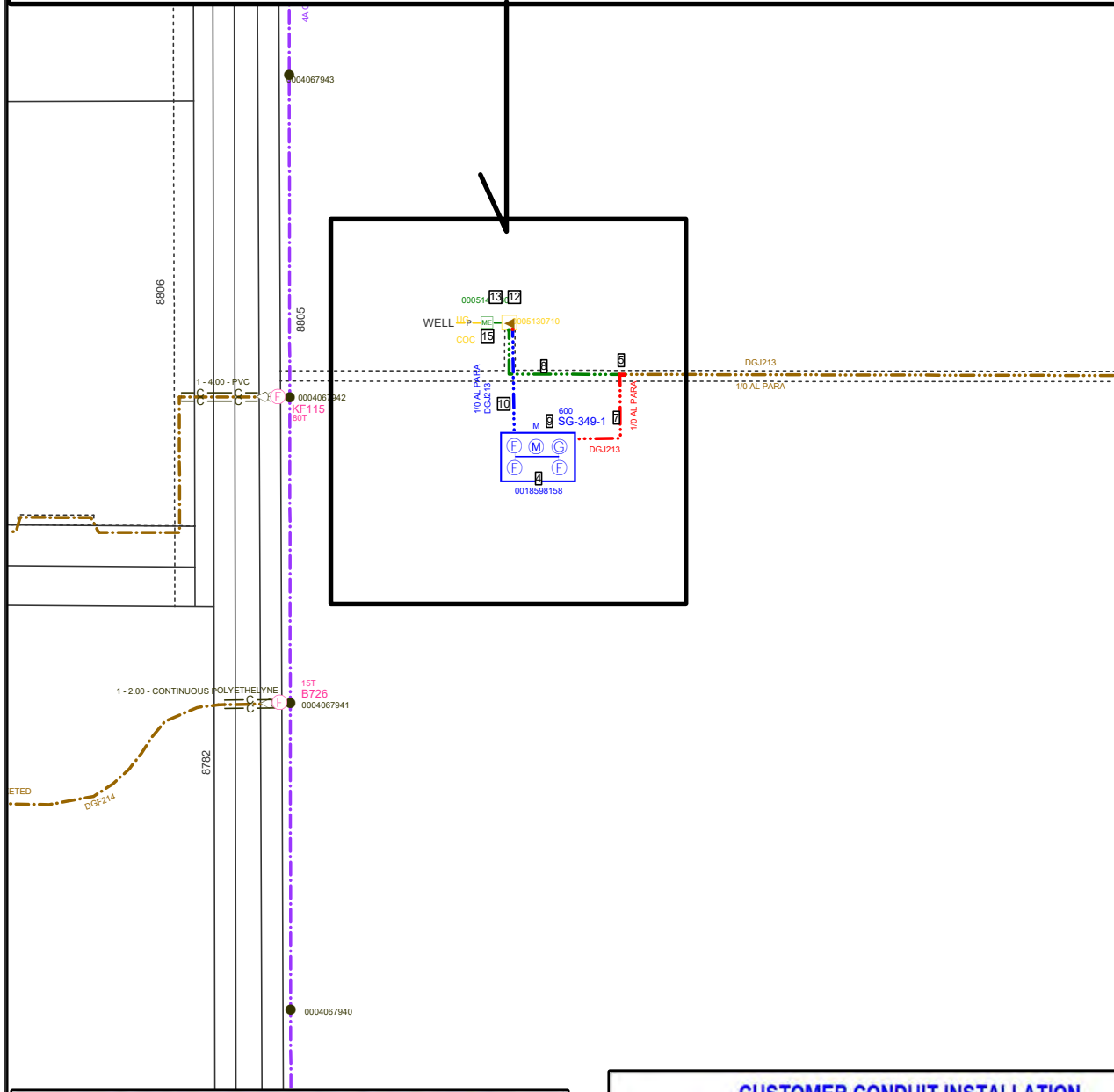
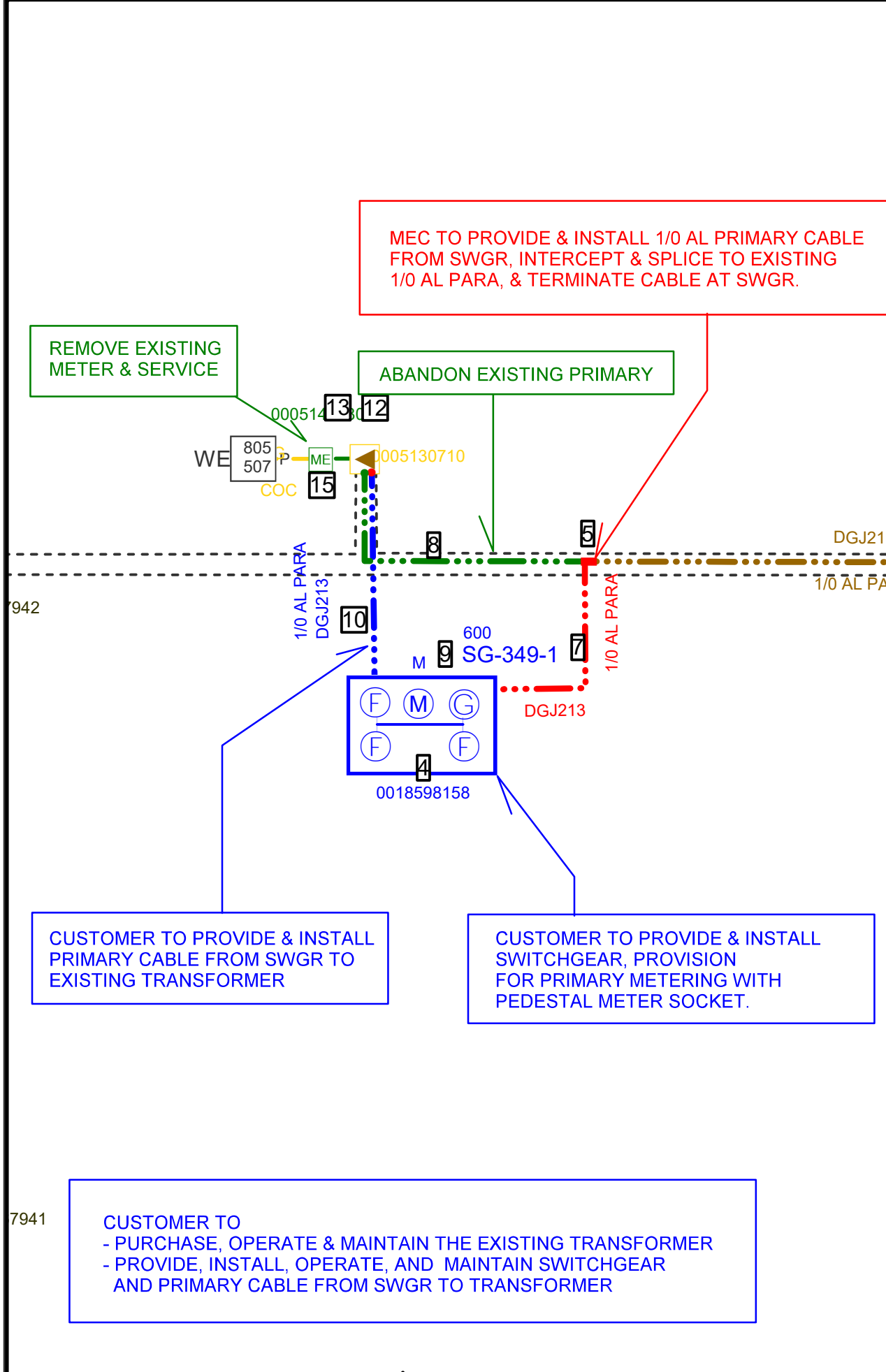
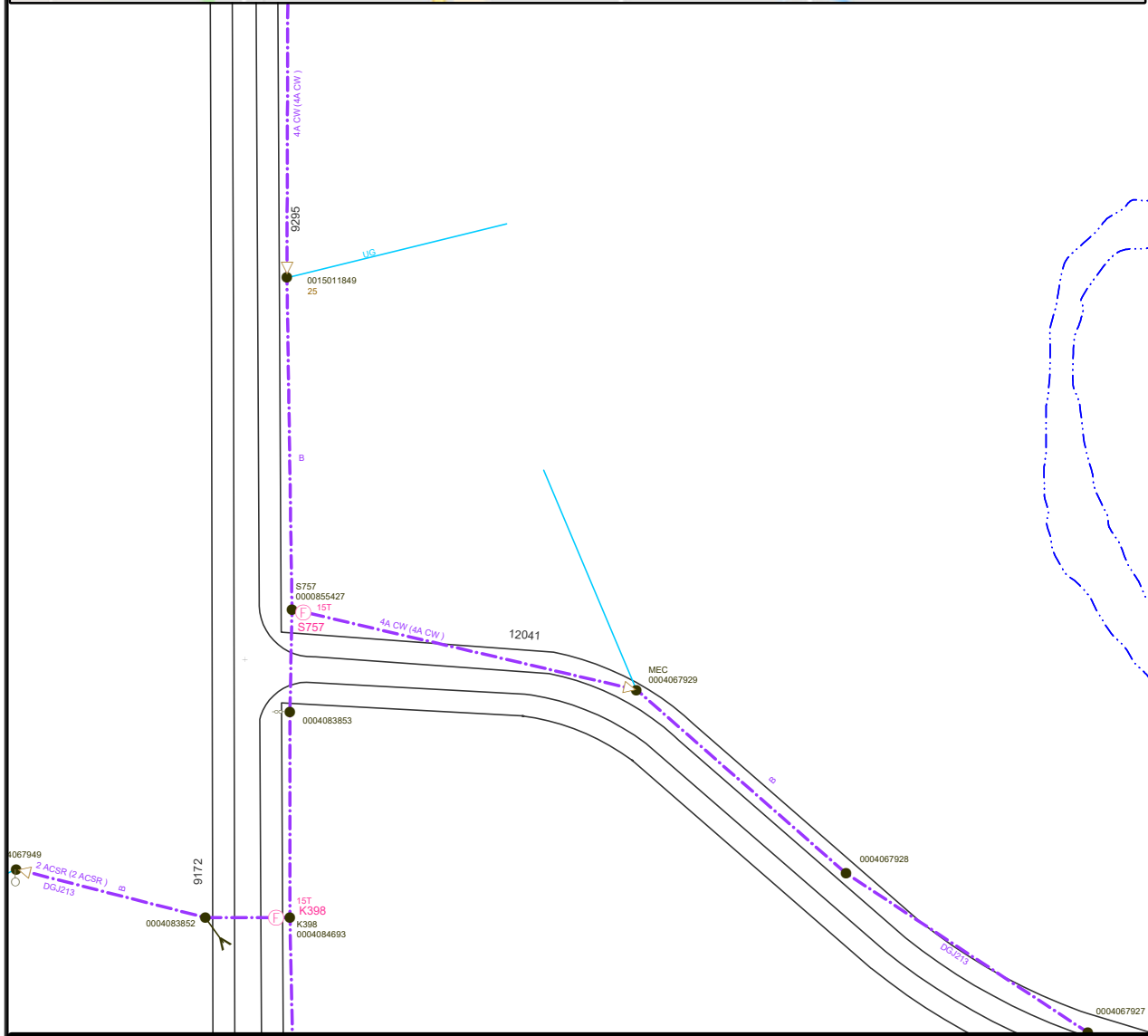
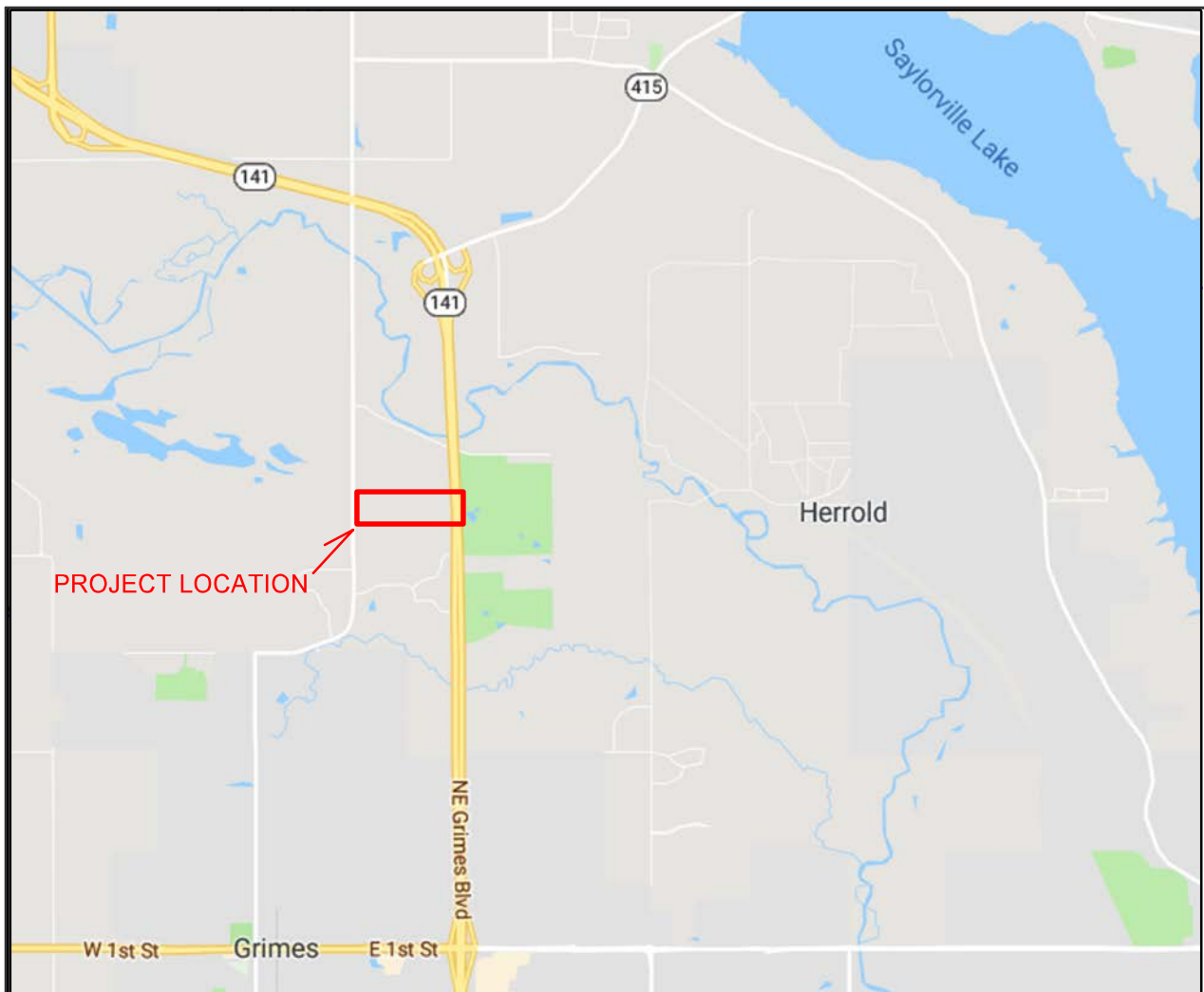


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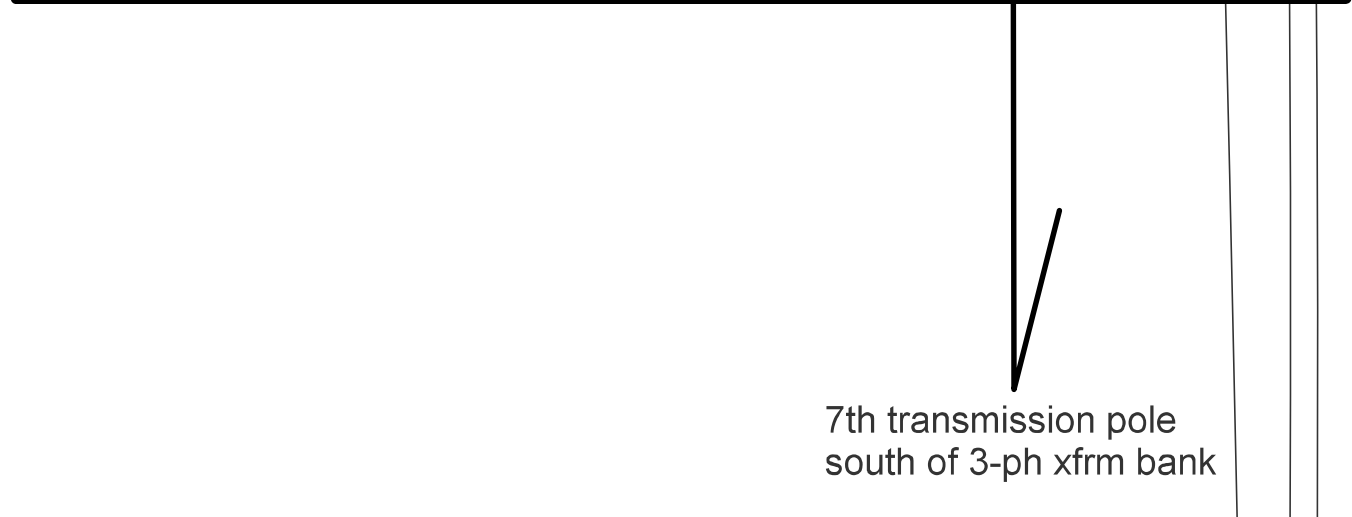
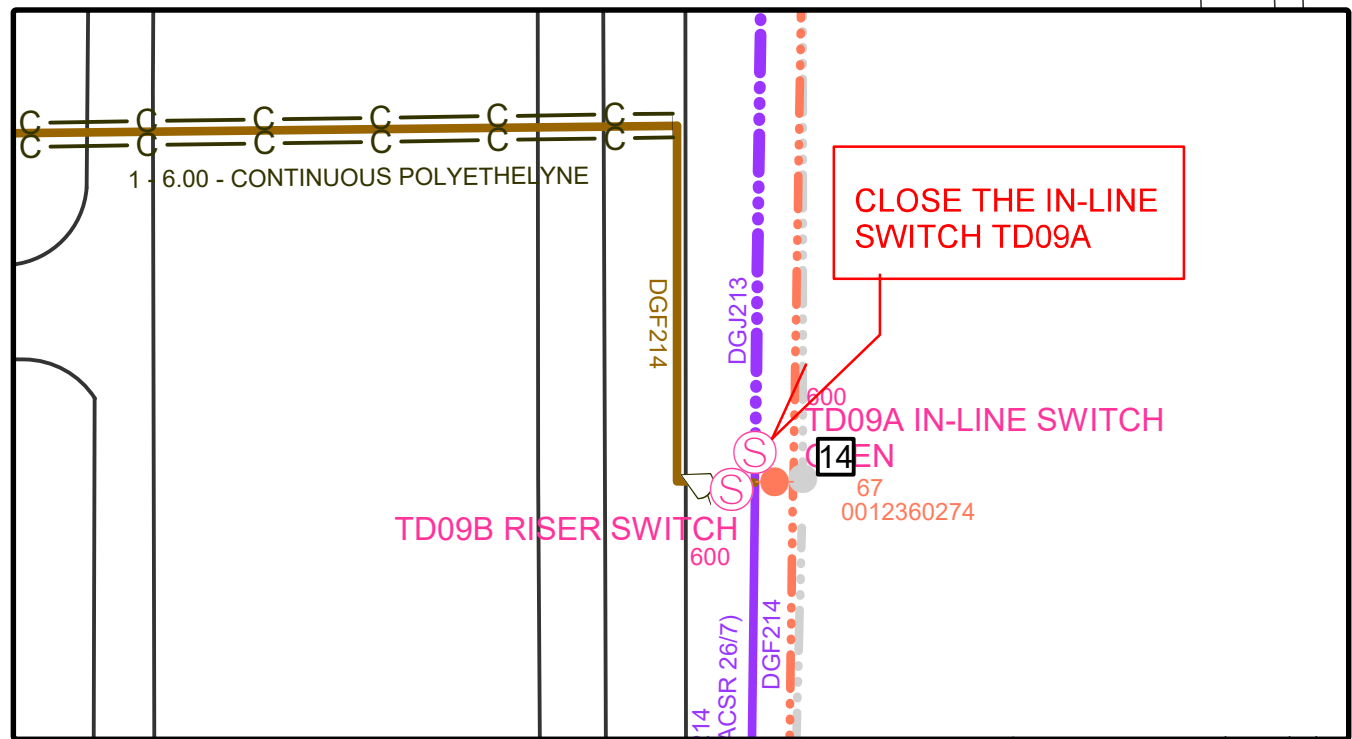
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CUSTOMER SHALL PROVIDE THE FOLLOWING	
X	911 ADDRESSES
X	EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS), MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
X	STAKING FOR STREETLIGHT PLACEMENT
X	STAKED LOT CORNERS & SIDELOT MID-POINTS
X	TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
X	FINAL GRADE PRIOR TO CONSTRUCTION
X	CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
X	UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
X	10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
X	SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
X	TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
X	ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS (SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL)

CUSTOMER CONDUIT INSTALLATION	
X	CONDUIT SHALL BE SCH 40 RIGID PVC PER NEMA TC-2 OR SCH 40 HDPE COILABLE CONDUIT IN GRAY OR BLACK W/ RED STRIPE
X	ALL SWEEPS 4" OR LESS IN DIAMETER SHALL BE STANDARD WALL FIBERGLASS PER NEMA TC14A W/ FACTORY ASSEMBLED PLASTIC COUPLINGS ON EA. END TO MATE PVC OR HDPE SCH 40 CONDUIT
X	ALL SWEEPS GREATER THAN 4" IN DIAMETER SHALL BE METAL WITH GROUND LUGS AND MUST BE BONDED WHERE EXPOSED
X	ALL 90° SWEEPS MUST HAVE A MINIMUM 48" BEND RADIUS
X	ENDS SHALL BE STUBBED ABOVE GRADE W/ PULL TAPE VISIBLE
X	ALL PRIMARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 42" AND A MAXIMUM DEPTH OF 48"
X	ALL SECONDARY CONDUIT SHALL HAVE A MINIMUM COVER DEPTH OF 30" AND A MAXIMUM DEPTH OF 36"
X	NO CONDUIT SYSTEM SHALL HAVE MORE THAN 270° IN ONE PULL
X	CUSTOMER INSTALL SYNTHETIC 14" 200LB TEST PULL LINE IN DUCT
X	CONTACT CUSTOMER TECHNICIAN WHEN CONDUIT INSTALL COMPLETE
FIND ELECTRIC SERVICE MANUAL AT: https://www.midamericaneenergy.com/content/pdf/elect_svc_manual.pdf	

LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING UNDERGROUND SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSE
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
INSTALLS: INSTALLATIONS ARE DISPLAYED IN RED	
REMOVALS: REMOVALS ARE DISPLAYED IN GREEN	



MidAmerican Energy
Cust: CITY OF GRIMES - JORDAN WELL
Addr: 8805 121st
City: GRIMES

X = 1562793 Y = 627631

WMS_REV/2752464-1
Date: 4/2/2019
Scale: 1" = 40' FT
Designer: NGUYEN, TRIEU Q

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

7th transmission pole south of 3-ph xfrm bank

May 14, 2019

Grimes City Hall
Attention: Jake Anderson, City Administrator
101 NE Harvey Street
Grimes, IA, 50111
janderson@grimesiowa.gov

Reference: Modification of existing overhead and underground electric distribution system to serve a new primary metering service with 450HP motors at the new Jordan Well site in Grimes, IA. **WMIS 2752464**

Dear Mr. Anderson:

The enclosed drawing shows MidAmerican Energy Company's proposal to provide the underground primary cable for the primary metering system for the applicant's underground electric service for the above project. The application charge for the installation is **\$48,913.98**. (*This amount includes the city's cost to purchase and take over the ownership of the existing 3 phase, 480/277V, 150kVA pad-mounted transformer, with a current net value of \$2,257.00.*) This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided. This proposal is subject to the following terms:

MidAmerican Energy Company Proposes To:

1. Furnish and install underground primary cable between MidAmerican Energy Company's distribution system and primary metering equipment.
2. Connect the primary cable at primary metering setting.
3. Furnish and install the applicable electric meter(s).
4. Furnish applicable metering instrument transformers.

The Applicant Agrees To:

1. Furnish easements to MidAmerican Energy Company without cost. (Furnish survey drawing and/or legal description for easement preparation.) If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
2. Locate all underground facilities such as storm and sanitary sewer, septic lines, underground electric cable, communication cable, irrigation systems and water lines that are not located by members of One Call. MidAmerican Energy Company assumes no liability for private facilities not located.

May 14, 2019

3. 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.
4. Stake all necessary lot lines, corners and buildings before installation of the primary cable.
5. Install own and maintain electric meter set. Meter set must be a thirteen terminal with a ten pole test switch and located within thirty-five circuit feet from instrument transformers. Refer to MEC Electric Service manual for reference. Metering will be three phase four wire. Applicant shall provide a ground bus in the incoming source bay of switchgear to allow MidAmerican Energy to bond concentric neutrals of incoming cables.
6. Install own and maintain a 1" conduit from primary metering bay in the customer owned switchgear to the meter set.
7. Install instrument transformers (Provided by MidAmerican) in primary metering compartment of switchgear. MidAmerican Energy Company will provide and ship instrument transformers to the switchgear manufacturer for installation once an address and return material authorization is provided.
8. Wire out instrument transformers in primary metering compartment. Applicant to provide a fuse block for the potential transformer leads. Fuse block must be a three pole, 250 volt, 30 amp, #10 to #18, Buss catalog number H25030-3S or equivalent. In addition, the current transformer leads are to be wired out to a terminal board, 4 position, GE catalog number EB27B04S or equivalent.
9. All customer owned fusing shall coordinate with MEC's upstream riser fusing.

All meter and related metering equipment locations shall be approved by the company. Unless Company approval of an exception is given, all meters and related meter equipment must be installed outside and securely attached to permanent structure.

If MidAmerican Energy Company is required to start construction of underground electric facilities during the winter season, the work will be subject to an additional winter construction charge.

There is an additional charge for connecting and disconnecting your temporary construction power pole. If this additional service is required, MidAmerican Energy Company will bill the Applicant accordingly.

The undersigned certifies that the structure served by the electric distribution system meets the energy conservation standards as contained in the Iowa Administrative Code

May 14, 2019

Section 661-16.800 sometimes known as the "State Building Code Thermal and Lighting Efficiency Standards.

MidAmerican Energy Company installed facilities will remain the property of MidAmerican Energy Company.

If this proposal is satisfactory, please sign and return one (1) copy to me. MidAmerican Energy Company will release the work for scheduling upon receipt of the signed proposal and easement.

If you have any questions, please contact me at (515) 252-6565.

Sincerely,



Dustin L. Wedlund
Customer Project Coordinator

Accepted By: _____ Date: _____

Requested Start Date: _____

Requested Completion Date: _____

Additional Notes: _____



USW UTILITY GROUP
1406 Central Avenue
Fort Dodge, IA 50501

Water and Wastewater Utility Operation, Maintenance, Engineering, Construction

May 16, 2019

Jake Anderson
City Administrator
101 NE Harvey Street
Grimes, IA 50111

Re: Professional Water and Wastewater Operations, Maintenance and Management – Agreement Term

Mr. Anderson,

As your Water/Wastewater operator, we have worked diligently to provide you and the citizens of Grimes with the very best professional services available. As a company, we are invested in Grimes, and are very pleased to continue into the second five (5)-year term of the Agreement, as provided under Article VI, which states the following:

“The stated term of this contract is for five (5) calendar years from the Commencement Date of this Agreement, and will automatically renew unless otherwise notified by City prior to one hundred eighty (180) days prior to Agreement Expiration Date (June 30, 2019).”

We appreciate your vote of confidence and look forward to continuing our great working relationship for another five years. If I can be of further assistance please call me anytime at 727-919-2942.

Thank you,

A handwritten signature in blue ink that reads "Jeffrey DuPont".

Jeffrey DuPont

Corporate Officer/Vice President
USW Utility Group

RESOLUTION NO. 2019-__

**RESOLUTION APPROVING A CONTRACT EXTENSION WITH USW
UTILITY GROUP**

WHEREAS, the initial contract term with USW Utility Group for the operation and maintenance of the City's water and waste water systems expires on June 30, 2019, and

WHEREAS, the agreement contemplates a term renewal, and

WHEREAS, the City has found that the relationship has been mutually beneficial for the efficient management of the City's utilities.

NOW THEREFORE, be it resolved by the Grimes City Council that the term shall be extended an additional five (5) calendar years ending on June 30, 2024. At which time the agreement, as prescribed therein, shall be automatically renewed unless otherwise notified by the City one hundred eighty (180) days prior.

PASSED AND APPROVED this __ day of MONTH YEAR

Scott Mikkelsen, Mayor

ATTEST:

Rochelle Williams, City Clerk

Contractor's Application for Payment No. 2

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1			
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE.....	\$	<u>5,272,433.65</u>
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 + 2).....	\$	<u>5,272,433.65</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	<u>278,366.09</u>
5. RETAINAGE:		
a. 3% X <u>\$278,366.09</u> Work Completed.....	\$	<u>8,350.98</u>
b. 3% X <u> </u> Stored Material.....	\$	<u> </u>
c. Less Total Retainage Released Early.....	\$	<u> </u>
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	<u>8,350.98</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	<u>270,015.11</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>127,333.90</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>142,681.21</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	<u>5,002,418.54</u>

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.

Payment of **\$142,681.21**
(Line 8 or other - attach explanation of the other amount)

is recommended by: Juan M. B. Foster 5/21/19
(Engineer) (Date)

Payment o \$ **\$142,681.21**
(Line 8 or other - attach explanation of the other amount)

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

EJCDC C-620 Contractor's Application for Payment
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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: 2	
Contractor:			Concrete Technologies, Inc				Engineer's Proj. No.: 1005-17A				Application Date: 5/28/2019	
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						\$8,280.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	8837.0	CY	\$ 18.75	\$ 165,693.75	1610	\$30,187.50		\$30,187.50	18.2%	\$135,506.25
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	5197.0	CY	\$ 18.75	\$ 97,443.75	187	\$3,506.25		\$3,506.25	3.6%	\$93,937.50
4	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	47.6	STA	\$ 1,500.00	\$ 71,400.00	11.06	\$16,590.00		\$16,590.00	23.2%	\$54,810.00
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	26	\$2,600.00		\$2,600.00	5.8%	\$42,580.00
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	1176	\$76,440.00		\$76,440.00	109.3%	-\$6,500.00
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	1	\$65.00		\$65.00	16.7%	\$325.00
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: 2			
Contractor: Concrete Technologies, Inc			Engineer's Proj. No.: 1005-17A						Application Date: 5/28/2019			
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	2	\$18,750.00		\$18,750.00	40.0%	\$28,125.00
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	60.88	\$715.34		\$715.34	0.4%	\$159,131.66
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	7	\$3,360.00		\$3,360.00	70.0%	\$1,440.00

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: 2	
Contractor:			Concrete Technologies, Inc				Engineer's Proj. No.: 1005-17A				Application Date: 5/28/2019	
A			B				C	D	E	F		G
Item			Bid Quantity	Unit	B		Estimated Quantity Installed	D	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			Unit Price	Bid Value						
59	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	15.0	CDAY	\$ 125.00	\$ 1,875.00	10	\$1,250.00		\$1,250.00	66.7%	\$625.00
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	32	\$3,200.00		\$3,200.00	1.2%	\$259,400.00
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	685	\$1,301.50		\$1,301.50	21.5%	\$4,740.50
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	1	\$500.00		\$500.00	8.3%	\$5,500.00
80	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	4.0	EACH	\$ 1,000.00	\$ 4,000.00						\$4,000.00
		Totals				\$5,272,433.65		\$278,366.09		\$278,366.09	5.3%	\$4,994,067.56



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X

For Meeting of May 28, 2019

AGENDA HEADING: Hiring Part-time Fire Department Member

SYNOPSIS: Sydney Tobis has passed all the required testing and will be the first Full-Time female firefighter for the Johnston-Grimes Metropolitan Fire Department. Since the position she is filling does not officially exist until the FY 20 budget, the Fire Department is asking for Council approval to hire her part-time so she can start her orientation and be ready to work full-time filling a shift in July.

FISCAL IMPACT: Sydney will be working part-time during her orientation period at the rate of \$16.09 per hour which is the part-time rate for firefighter EMT. She will continue at this rate until she transitions to full-time. At that time another request for authorization of hiring at the full-time rate will come before the City Council.

PREVIOUS COUNCIL ACTION(S): Council through their budget process approved the hiring of one additional full-time firefighter on the Grimes payroll.

BOARD/COMMISSION ACTION(S): The Fire Board approved the hiring of two to three additional personnel for the Fire Department at the October 23, 2018 meeting. It was intended that by keeping with the formula Johnston would hire two if they were able and Grimes would hire one.

STAFF/COMMITTEE RECOMMENDATION: Staff recommends hiring firefighter Sydney Tobis part-time at the rate of \$16.09 per hour to complete her orientation before starting full-time in July

SAMPLE LANGUAGE:

I move approval of Resolution # to authorize the Fire Department to hire Sydney Tobis as a part-time Firefighter/EMT.

RESOLUTION NO. 05-1519

A RESOLUTION REQUESTING HIRING SYDNEY TOBIS AND SETTING PART-TIME PAY RATE

WHEREAS, the Johnston-Grimes Metropolitan Fire Department created a hiring list; and
WHEREAS, Sydney Tobis passed all of the requirements and made the final list; and
WHEREAS, she has been offered the full-time position authorized by the City Council starting July 1, 2019; and
WHEREAS, she needs to get training and orientation prior to July 1 and is willing to work part-time; and
WHEREAS, the Fire Board and City Council previously approved the part-time pay scale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA, THAT
SYDNEY TOBIS BE HIRED PART-TIME AT A PAY RATE OF \$16.09 PER HOUR. THIS POLICY WILL BE
EFFECTIVE MAY 28, 2019

PASSED AND APPROVED THIS 28TH DAY OF MAY 2019.

SCOTT MIKKELSEN, MAYOR

ATTEST:

ROCHELLE WILLIAMS, CITY CLERK

Rent to Own Worksheet

Customer Copy

Customer Information	
Customer Name	City of Grimes
Address	101 N. Harvery St.
City, State, Zip	Grimes, IA 50111

Unit Information	
Tag #	2254421
Serial #	NGC732513
Make/Model	Case 580SN

Rental Information	
Base Option Price	\$92,500.00
Monthly Rental Rate	\$2,500.00
Field Marketer	TIM DAVIS
Rental Agreement #	57795
Option Expiration Date	7/1/2019

Length of RTO - 28 Day Billing Cycles	Option Price	Total Rent Accrued	% of Rent Applied to Sale	Actual Rent Applied	Revised Price (less rent applied)	Customer Carrying Cost Factor	Option Price @ End of Term
1	\$92,500.00	\$2,500.00	100%	\$2,500.00	\$90,000.00	0.75%	\$90,675.00
2	\$92,500.00	\$5,000.00	100%	\$5,000.00	\$87,500.00	0.75%	\$88,831.25
3	\$92,500.00	\$7,500.00	100%	\$7,500.00	\$85,000.00	0.75%	\$86,968.75
4	\$92,500.00	\$10,000.00	100%	\$10,000.00	\$82,500.00	0.75%	\$85,087.50
5	\$92,500.00	\$12,500.00	100%	\$12,500.00	\$80,000.00	0.75%	\$83,187.50
6	\$92,500.00	\$15,000.00	100%	\$15,000.00	\$77,500.00	0.75%	\$81,268.75
7	\$92,500.00	\$17,500.00	100%	\$17,500.00	\$75,000.00	0.75%	\$79,331.25
8	\$92,500.00	\$20,000.00	100%	\$20,000.00	\$72,500.00	0.75%	\$77,375.00
9	\$92,500.00	\$22,500.00	100%	\$22,500.00	\$70,000.00	0.75%	\$75,400.00
10	\$92,500.00	\$25,000.00	80%	\$24,500.00	\$68,000.00	0.75%	\$73,910.00
11	\$92,500.00	\$27,500.00	80%	\$26,500.00	\$66,000.00	0.75%	\$72,405.00



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No.
For Meeting of 5/28/2018

AGENDA HEADING: Purchase of Case 580SN – Backhoe

SYNOPSIS: In fiscal year 2019 we sold our John Deere Backhoe because of the high hours and anticipated major repairs. We sold the machine via a public auction on Gov Deals for \$30,000.00. Before recommending purchase, we wanted to ensure we completed enough projects in-house to justify the equipment purchase. We have been renting the machine for past year, but rental payments will apply towards purchase. This was the only company that would allow City to rent and then apply those costs to purchase, if needed. This equipment new would cost more than \$100,000.

FISCAL IMPACT: Purchase of the machine was planned for during fiscal year 2020.

PREVIOUS COUNCIL ACTION(S): NA

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends purchase of the backhoe in July of 2019 for \$72,405.00. Our team has utilized the machine for tiling projects, concrete projects, and will assist the water department with main breaks. This piece of equipment is also utilized during winter months for snow removal. Machine will be covered by power train warranty for 3000 hrs.

Weston Wunder
Public Works Director



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 289000
CITY OF GRIMES
101 N. HARVEY

GRIMES IA 50111

Q U O T A T I O N

Job No.	21514
Quote Date	03/12/19
Expire Date	04/11/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
LS: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL

ATTENTION: JEREMY THAYER

240-9891

FOR: TRUCK 206&207 SISTERS

- 1 - 9' MONROE DOUBLE FUNCTION PATROL WING
 - 31" HIGH INBOARD & OUTBOARD, 3/16" THICK MOLDBOARD
 - STANDARD 100% WELDED
 - SHOT BLASTED AND POWDERCOATED ORANGE
 - PATENTED FRONT MOUNT NON TRIP PARAGLIDE
 - TAKE OFF EXISTING EQUIPMENT
 - ADD FRAME TO THE FRONT
 - NEW FRONT HITCH
 - NEW HOSES
 - INSTALLED

\$ 17,950.00/EACH

FOR: 208 HOOKLIFT

- 1 - 9' MONROE DOUBLE FUNCTION PATROL WING
 - 31" HIGH INBOARD & OUTBOARD, 3/16" THICK MOLDBOARD
 - STANDARD 100% WELDED
 - SHOT BLASTED AND POWDERCOATED ORANGE
 - PATENTED FRONT MOUNT NON TRIP PARAGLIDE

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5600 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 289000
CITY OF GRIMES
101 N. HARVEY

GRIMES IA 50111

Q U O T A T I O N

Job No.	21514
Quote Date	03/12/19
Expire Date	04/11/19

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
LS: Order Tkr				

- MOVE BATTERY BOX AND AIR TANKS TO P.S.
- MODIFY CURBSIDE UPRIGHTS & GUSSETS
- TAKE OFF HYDRAULICS AND SEND BACK TO MANUFACTURER. THEY'LL MODIFY, TEST, AND WE'LL REINSTALL THEM
- ADD FRONT FRAME
- NEW FRONT HITCH
- INSTALLED

\$ 24,668.00

THANK YOU FOR THE OPPORTUNITY, LOGAN STEINKAMP

Sub total	\$	0.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	0.00



101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No.
For Meeting of 5/28/2018

AGENDA HEADING: Purchase of Front Wings For 3 Existing Trucks

SYNOPSIS: During the winter of 2018-2019 we had record snowfall totals and several concerns were identified as a result of heavy winter weather. In order to reduce total passes required by each truck and allow for better clearing when making corners we recommend purchasing front wings. Henderson, Aspen & Hawkeye were all contacted for bids. Hawkeye was selected due to the fact that they were the original builder of the trucks.

FISCAL IMPACT: This item was budgeted for in fiscal year 2020, but we need authorization to move forward so truck builder can get the wings installed prior to next winter.

PREVIOUS COUNCIL ACTION(S): NA

BOARD/COMMISSION ACTION(S): NA

STAFF/COMMITTEE RECOMMENDATION: Staff recommends purchase of wing for Truck 206 at \$17,950.00, Truck 207 at \$17,950.00, and for Truck 208 for \$24,668.00. For a total of \$60,568. This retro fitting project will allow for 3 trucks to be upgraded and extend the serviceable life of these trucks an additional 6-8 years.

Weston Wunder
Public Works Director

Rochelle Williams

From: McConnell, Laura <laura.mcconnell@mercerc.com>
Sent: Tuesday, May 21, 2019 1:21 PM
To: Rochelle Williams
Subject: Block Party / Fundraiser Request

Hi Rochelle,

Thanks for taking my call today. Here's the request information.

Date: July 12th

Time: 6-10pm

Event: Neighborhood block party, inviting community as well. Free will donation fundraiser for a neighbor fighting cancer on our street.

Event Activities:

- Band – Awaking Force (DCG High School Students who live on our street) – The band time could vary, maybe 5-7pm? Or 6-8pm?
- Bags/Cornhole, basketball, movie night outside for kids
- BBQ and food

Notification of neighbors can be done by both Facebook and/or I could drop a note off at each house and chat with neighbors who are home to let them know. They'll all be invited as well.

Note: Our street is a horse shoe shape so there's no way anyone is completely blocked from coming or going off our street. We are just requesting a possible street block at the corner of NW Springbrooke Dr and NW 82nd Ave from 6-10pm. If we can't block the street we can do it in driveways, but there will be a lot of people in the street and moving around from house to house then.

Please let me know if you need anything from me for this request. I appreciate your help!

Laura McConnell
763.443.1638
2420 NW Springbrooke Dr

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101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

AGENDA MEMO

Item No. X
For Meeting of May 28, 2019

AGENDA HEADING: Street Closure for block party/fund raiser

SYNOPSIS:

Request from Laura McConnell of 2420 NW Springbrooke Drive for a street closure for block party/fund raiser.

I am fine with it from the Fire Perspective as long as they park cars on one side of the street and leave one lane completely open on the side of the road the fire hydrants are on so if we need access we can get down the street.

Thanks,
Jim Clark
Fire Chief

FISCAL IMPACT:

N/APREVIOUS COUNCIL ACTION(S):

STAFF/COMMITTEE RECOMMENDATION:

We would suggest having the band play in the 5-7 timeframe so as to avoid complaints from neighbors.

Rochelle Williams

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on May 28, 2019 by and between City of Grimes, Iowa (the Client) and Piper Jaffray & Co. (Piper Jaffray or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

- (A) **Services to be provided.** Piper Jaffray is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

Policy Development

1. Evaluate current budgeting, capital planning, and debt management practices of the Client
2. Gather Client input on goals for comprehensive financial policies development
3. Prepare initial draft of comprehensive financial policies for the Client's staff review
4. Present recommendations to the Client for approval

SRF Loan(s) and Cash Flow Modeling

5. Review audited financial statements and current year budget projections to model Utility income and expenses, create a year to year cash flow, with Client input for the Utility enterprise funds
6. Develop and maintain a capital planning and cash flow model for the Client
7. Review capital improvement plan and funding sources as provided by the Client
8. Indicate necessary revenue increases to support the operations, retire debt and provide for reasonable reserves in the utility
9. Model LOST and TIF income and expenses, if any, including a year to year cash flow, with Client input
10. Prepare a schedule to illustrate the Client's current debt limit and current obligations allocated to the debt limit
11. Prepare an estimated payment schedule (principal, interest & fees) to illustrate the proposed loan that the Client will incur with the SRF Loan with respect to projects
12. Indicate necessary revenue increases to support the operations, retire debt and provide for reasonable reserves in the utilities
13. Consult, as necessary, with the Client's engineer with respect to the construction loan application to be provided to the Iowa Finance Authority
14. Provide financial pro-forma and estimated debt structure to the Iowa Finance Authority on behalf of the Client to complete the SRF Loan Process

Debt Obligations

15. Evaluate options or alternatives with respect to the proposed new Issue(s),
16. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
17. Assist the Client in establishing a plan of financing
18. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
19. Prepare the financing schedule

20. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
21. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
22. Attend meetings of the Client's governing body, as requested
23. Advise the Client on the manner of sale of the Issue
24. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
25. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
26. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
27. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
28. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
29. Respond to questions from underwriters
30. Arrange and facilitate visits/conference calls to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
31. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
32. Prepare a closing memorandum or transaction summary
33. Advise Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
34. If directed by the Client, review recommendations made by third parties with respect to outstanding issue(s)¹
35. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on Client's outstanding Issue(s)
36. Advise Client on matters relating to compliance with, including testing and/or reporting on compliance with, bond or other covenants relating to outstanding Issue(s)
37. Assist Client in responding to inquiries from investors or other market participants in connection with Client's outstanding Issue(s)

For Services Respecting Official Statement. Piper Jaffray will assist in performing a review of certain information in the preliminary or final official statement at your direction. Piper Jaffray is not responsible for the preparation of the preliminary or final official statement or for verifying or certifying as to the overall accuracy or completeness of any statements therein.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Jaffray is required under MSRB Rule G-42² to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

¹ **Note: The acceptance of this duty will require you to document in writing the suitability or non-suitability of the third party recommendation.**

² See MSRB Rule G-42(c)(v).

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed and hourly fee and is contingent on size of bond issue or nominal value of product and contingent on closing.

Policy Development: hourly fee of \$250 per hour. Hourly fees cease to accrue once a financing timeline has been circulated for a new Debt Obligation.

SRF Loan(s) and Cash Flow Modeling: hourly fee of \$250 per hour with a minimum of \$2,500 per SRF Loan. Compensation is payable in immediately available funds at closing.

Debt Obligation(s): 0.30% of the par amount of securities sold; with a minimum fee per issue of securities sold of \$11,500 and a maximum fee per issue of securities sold of \$20,000. Compensation is payable in immediately available funds at closing

V. IRMA Matters. If the Client has designated Piper Jaffray as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Jaffray, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Jaffray and Client agrees not to represent, publicly or to any specific person, that Piper Jaffray is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Jaffray's prior written consent.

VI. Piper Jaffray's Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Jaffray undertake certain inquiries or investigations of and relating to the Client in order for Piper Jaffray to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Jaffray know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Jaffray undertakes a determination of suitability of any recommendation made by Piper Jaffray to the Client, if any or by others that Piper Jaffray reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Jaffray any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Jaffray in carrying out these duties to inquire or investigate, including providing to Piper Jaffray accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Jaffray provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Jaffray

written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Jaffray will be responsible for all of Piper Jaffray's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper Jaffray for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper Jaffray in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on June 30, 2024.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Jaffray shall be due and payable upon termination. Upon termination, the obligations of Piper Jaffray under this Agreement, including any amendment shall terminate immediately and Piper Jaffray shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Jaffray provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Jaffray's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Jaffray or any of its associated persons, Piper Jaffray and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Jaffray to the Client. No recourse shall be had against Piper Jaffray for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under

applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Jaffray's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Jaffray.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Jake Anderson, City Administrator
515-986-3036
janderson@grimesiowa.gov

Marcia Woodke, Finance Director
515-986-3036
mwoodke@grimesiowa.gov

Or to the Financial Services Provider at:

Piper Jaffray & Co.
3900 Ingersoll Avenue, Suite 110
Des Moines, IA 50312

Travis R. Squires, Managing Director
515-247-2354
travis.r.squires@pjc.com

With a copy to:

Piper Jaffray & Co.

Legal Department
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Jake Anderson, City Administrator
Marcia Woodke, Finance Director

The following individuals at Piper Jaffray have the authority to direct Piper Jaffray's performance of its activities under this Agreement:

Travis R. Squires, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.
By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER JAFFRAY & CO.

By: _____
Travis R. Squires
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

CITY OF GRIMES

By: _____
Scott Mikkelsen
Its: Mayor
Date: _____

Piper Jaffray & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Jaffray provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Jaffray required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Jaffray provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Jaffray is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Jaffray's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Jaffray potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Jaffray of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Jaffray. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Jaffray may suffer a loss. Thus, Piper Jaffray may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are based on hourly fees of Piper Jaffray's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents the appearance of a conflict or a potential conflict of interest if the Client and Piper Jaffray do not agree on a reasonable maximum amount at the outset of the engagement, because Piper Jaffray does not have a financial incentive to recommend alternatives that

would result in fewer hours worked.[In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Jaffray to recommend unnecessary financings or financings that are disadvantageous to the Client.]This conflict of interest is mitigated by our duty of care and fiduciary duty and general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Jaffray cannot act as an underwriter in connection with the same issue of bonds for which Piper Jaffray is acting as a municipal advisor. From time to time, Piper Jaffray or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Jaffray's regulatory duties to the Client, Piper Jaffray's activities are engaged in on customary terms through units of Piper Jaffray that operate independently from Piper Jaffray's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Jaffray to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Jaffray sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Jaffray or the integrity of Piper Jaffray's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Jaffray has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Jaffray's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Jaffray in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Jaffray on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Jaffray's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Jaffray's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Jaffray. Piper Jaffray will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PiperJaffray.

Memo

DATE: May 23, 2019
TO: Jake Anderson
Marcia Woodke

FROM: Travis Squires
RE: Continuing Disclosure Obligation

The City and Piper Jaffray have a continuing disclosure dissemination agent agreement in place covering our actions providing continuing disclosure dissemination services to the City. The agreement allows for amendment from time to time by incorporation of an addendum. Attached please find an addendum to the agreement that incorporates the proposed bonds for 2019.

**Exhibit B – Form of Letter Amendment Agreement to Serve as Dissemination
Agent for Secondary Market Disclosure
Agreement to Serve as Dissemination Agent for Secondary Market Disclosure
Addendum**

May 23, 2019

Mr. Jake Anderson, City Administrator
City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Re: Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated July 12, 2011 (the “Dissemination Agreement”) between Piper Jaffray & Co. (“Piper”) and City of Grimes, Iowa (the “Issuer”)

Pursuant to the Agreement between Piper the Issuer, Piper agreed to provide certain dissemination services to the Issuer respecting its contractual obligation to disseminate certain continuing financial and operating information to the marketplace. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

Name of Issue	Date of Undertaking
General Obligation Corporate Purpose Bonds, Series 2019A	June 27, 2019

A copy of the Undertaking is in the final transcript with respect to the Bonds.

The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper by

_____ Date: _____
Title: Managing Director

Entered into on behalf of Issuer by

_____ Date: _____
City of Grimes



1360 NW 121st Street
Clive, IA 50325
P 515.964.1229

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND | SOUTHWEST IOWA | CENTRAL MISSOURI | ST. LOUIS METRO | KANSAS CITY METRO

May 2, 2019

To: Member Communities

Adel, Grimes, Urbandale, Van Meter, Waukee, and West Des Moines

Re: West Metro Regional Water Strategy

We have outlined the following tasks, budget, and approximate schedule for completing a desktop evaluation of the technical issues of connecting the member communities' public water supply, treatment, distribution, and storage systems into a regional water system.

The intent will be to meet with the member community group periodically as information is developed during the study to keep all parties informed of the progress and reach consent along the way.

Task 1: Compile an inventory of Existing Water Supply, Treatment, Distribution, and Storage Assets.

We will gather existing reports and available data as supplied by each member community to develop an inventory of the existing water assets in the planning area. The assets' condition will be assessed regarding physical conditions, ability to meet current and future demands, etc.

A summary of the water system improvements planned currently by each member community to upgrade their individual water systems will be prepared. This will include approximate budgets for each to illustrate total investments in water assets contemplated in the planning area over the next several years.

Task 2: Identify Existing and Future Water Demands.

We will work with each member community and the Des Moines Area Metropolitan Planning Organization (MPO) to review population growth forecasts of the planning area. We will review the existing water demand forecasts as prepared by each city to confirm the forecasts are as up-to-date as possible.

Four planning horizons will be considered with demands identified in each horizon. They will be:

- 0-10 years
- 11-20 years
- 21-40 years
- 40+ years

From the forecasted demands, key demand node locations will be identified throughout the planning area.

Task 3: Raw Water Supply Strategy.

We will review existing engineering studies and available data on the raw water supply sources in the planning area. A desktop review of each raw water source will be made to determine the capacity that each water source can safely supply.

Deficiencies in existing water supply capacities will be identified.

Alternative raw water supply expansions or new supply sources will be identified.

A desktop evaluation will be made on the water quality of each raw water supply source and how that may impact water treatment options in a regional water supply concept.

Based on the forecasted demands during each planning horizon, a "Raw Water Supply Strategy" will be developed. This will provide alternatives on how each supply may contribute to regional demands during the various planning horizons.

An "order of magnitude" of costs to construct and operate the raw water supplies identified will be prepared.

Task 4: Water Treatment Strategy.

Based on raw water source locations, raw water quality, and water demand nodes, alternative water treatment technologies will be identified to determine the most effective treatment options. Alternative water treatment locations will be identified based on raw water source locations and demand nodes.

A "Water Treatment Strategy" to allow the blending of water from the various supply sources so a consistent water quality is provided across the region will be developed.

An "order to magnitude" of water treatment facility costs to construct and operate will be prepared.

Task 5: Water Distribution Hydraulic Strategy.

We will review and inventory the existing water towers and ground storage in the planning area and confirm the tower elevations, system pressures, pumping stations, etc., that supply the distribution pressures to the existing water distribution systems in the planning area.

An evaluation of the total storage available to meet the demands in the planning horizons will be made. Deficiencies in the volumes of storage needed will be identified.

Alternative storage facilities and general locations will be identified, if needed, to store the volumes of water projected in the forecasted demands over the planning horizons.

A desktop evaluation of a finished water distribution piping network model illustrating how water can be conveyed to the demand nodes over the planning horizons will be developed. Approximate pressure and pressure zones will be identified to illustrate how the system will function with the existing water distribution systems.

Because connecting the system is likely to be costly and will be developed over time as the planning area grows, a "Water Distribution Hydraulic Strategy" will be developed to illustrate a phased approach to connecting the region.

An "order of magnitude" of costs to construct and operate the water supply and distribution networks identified will be developed.

Task 6: Financial Feasibility.

Based on the costs identified to build out a regional supply, treatment, distribution, and storage network, we will prepare a financial feasibility analysis of a regional water concept. A "phased" approach to building infrastructure as demand increases in the planning area over the planning horizons will be prepared as a short and long-term regional development strategy.

Currently, each member community either has or is planning on building their own water supply and treatment infrastructure. Some are buying all or a portion of their water from Des Moines Water Works (DMWW).

All member communities own their own distribution and storage facilities.

A comparison will be made as to the current costs of each community supplying their own water to their individual customers to the cost of regionalization of the water system with the member communities.

These costs will be benchmarked against the costs proposed by DMWW for them to supply water to the member communities.

Task 7: Rural Water Territorial Strategy.

Depending on the outcome and strategies developed towards a west metro regional water utility concept, there may be opportunities to address the area's rural water supplier's (Xenia) territory.

We will identify the rural water agency's current service territory in which they have jurisdiction.

There may be overlap of the west metro regional water utility territory with the rural water agency's service territory. A concept of re-allocating service territories will be outlined.

We will outline a possible "Rural Water Territorial Strategy" for negotiating with Xenia regarding the reallocation of their service territories. We will outline the issues and concerns with reallocating service territories.

Task 8: Deliverables | Presentation.

We will prepare a written report summarizing the findings of the planning effort. The report will include drawings, figures, spreadsheets, and text describing the findings and conclusions.

Task 9: Meetings

The planning effort will include up to 5 meetings to present information and obtain consensus from the group.

Meeting 1: When Tasks 1 & 2 are complete, we will meet with the group to review the existing water asset inventory and water demand forecasts.

Meeting 2: When Tasks 3 & 4 are complete, we will meet with the group to present the water supply and treatment strategies outlined to meet the forecasted demands.

Meeting 3: When Task 5 is complete, we will meet with the group to present the general water distribution hydraulic strategy to illustrate how water may be conveyed throughout the planning area.

Meeting 4: When Task 6 is complete, we will meet with the group to present the costs and financial impacts to each community benchmarked against the options of buying water from DMWW.

Meeting 5: When Task 7 is complete, we will meet with the group to present a "Rural Water Territorial Strategy" and discuss the approach in dealing with rural water issues.

Meeting 6: We will assemble all the information into a final written report and, when complete, we will conduct a final meeting with the group to present the final report.

We are estimating our costs to complete the tasks, conduct 6 meetings, and supply all written reports, documentation, etc., to be \$123,305, as outlined in Exhibit A-1. We have included a breakdown of the member communities' populations and spread the cost of the study based on the current 2018 populations attached as Exhibit A.

We estimate the study will be completed in 3-4 months from when authorized to begin.

We have also attached Exhibit B that illustrates the planning area we will include in our study.

If the member communities agree to move forward, we will provide a contract outlining the above scope and fees and begin as soon as authorized by the group.

We look forward to working with each of you on this most significant study.

Sincerely,

A handwritten signature in black ink, appearing to be 'Terry Lutz', with a stylized, elongated horizontal stroke at the end.

Terry Lutz
CEO

A handwritten signature in black ink, appearing to be 'Derick Anderson', with a stylized, looped horizontal stroke at the end.

Derick Anderson
Vice President of Water

Exhibit A

Allocation of Feasibility Study Costs

May 2, 2019

Community	2017 Population	% of Population	Cost Allocation
Adel	4,386	2.96%	\$ 3,651.50
Grimes	12,742	8.60%	\$ 10,608.15
Urbandale	43,592	29.43%	\$ 36,291.84
Van Meter	1,131	0.76%	\$ 941.60
Waukee	20,649	13.94%	\$ 17,191.00
West Des Moines	65,608	44.30%	\$ 54,620.91
	148,108	100%	\$ 123,305.00

Source: Iowa Data Center (<https://www.iowadatacenter.org/data/estimates/2017/pop-est-2017>)

Exhibit A-1

Feasibility Study Budget

May 2, 2019

Part A - Technical Evaluation

Tasks

	ET 3	ET 4	E 3	E 4	CP	PC	SP	Totals
1 Inventory	10	20		10		1	0	
2 Demands				16		2	2	
3 Water Supply			10	60		2	8	
4 Water Treatment			40	40			6	
5 Water Distribution			40	60			10	
6 Financial Feasibility			10	40		2	20	
7 Rural Water Strategy	4	0	0	18	5	2	20	
8 Deliverables	16	4	12	16	20	0	10	
9 Meetings	<u>0</u>	<u>6</u>	<u>6</u>	<u>16</u>	<u>12</u>	<u>8</u>	<u>12</u>	
Total Hrs.	30	30	118	276	37	17	88	
Rate	<u>120</u>	<u>150</u>	<u>170</u>	<u>210</u>	<u>135</u>	<u>90</u>	<u>295</u>	
Extension	3,600	4,500	20,060	57,960	4,995	1,530	25,960	118,605
							Expenses	<u>4,700</u>
							Total Part A	123,305

City of Grimes Claims 5 28 2019

PREMIER OFFICE EQUIPMENT	COPIER CONTRACT	409.14
CHARLES GABUS FORD	SERVICE A373	98.58
PRINCIPAL LIFE INSURANCE	EMP INSURANCE	635.45
A & W ELECTRIC, INC	REPAIRS	2,088.28
AIA CORPORATION	DUTY UNIFORM	47.85
AMERICAN LIBRARY ASSN.	MEMBERSHIP FEE	270.00
JOHNSON CONTROLS SECURITY	REPAIRS	451.35
SHERWIN WILLIAMS CO.	PAINT	229.68
BAKER & TAYLOR	LIBRARY MATERIALS	917.87
BEISSER LUMBER	REPAIR SUPPLIES	58.45
BLACK HILLS ENERGY	UTILITIES	125.70
BIG GREEN UMBRELLA MEDIA	MARKETING ADS	987.00
BOMGAARS	SUPPLIES	1,394.77
BREADEAUX	STAFF MEETING	32.97
KOCH OFFICE GROUP	COPIER REPAIR CONTRACTS	2,313.00
CAPITAL CITY EQUIP. CO.	REPAIRS	2,874.51
COMPUTER RESOURCE SPECIAL	FIXED SERVER	1,057.50
COLLECTION SERVICES CENTER	CHILD SUPPORT	1,396.00
CONCRETE TECHNOLOGIES INC	SE 37TH ST @ HWY 141 IMPROV	142,681.21
CONTRACTORS CARTAGE, INC	LIME DELIVERY	3,917.95
CORE & MAIN	REPAIRS SE 6TH & MAIN	826.46
DELL MARKETING L.P.	COMPUTER FOR CITY ENGINEER	2,119.43
DELTA DENTAL OF IOWA	Dental Insurance	5,245.08
DEMCO	LABELS	137.72
HODGES BADGE COMPANY	RIBBONS FOR BAM BAM	49.00
RDG PLANNING AND DESIGN	LIONS/WATERWORKS PARK	7,800.00
FAREWAY STORES, INC.	CC MEETING SUPPLIES	65.43
HUTCHINS FIONNUALA	MILEAGE	91.29
FOX ENGINEERING ASSOCIATE	MAY STATEMENTS/PROJECTS	339,945.10
FIRE RECOVERY EMS	MARCH	3,942.90
HACH COMPANY	LAB SUPPLIES	686.66
DORSEY & WHITNEY LLP	Iowa Stone TIF Agree/2018 UR	6,500.00
HAWKINS WATER TREATMENT	VITEC	5,560.00
HOTSY CLEANING SYSTEMS, I	REPAIRS TO POWER WASHER	229.52
GD DEVELOPMENT LLP	DEVELOPMENT AGREEMENT	1,412.50
GENERAL FIRE & SAFETY	INSPECTION GCC KITCHEN	156.00
IOWA DEPT OF REVENUE	STATE TAX	10,932.00
IPERS	IPERS- REGULAR	41,146.18
IOWA SIGNAL INC	TRAF SIGNAL COMMUNICATION NETW	6,764.77
TYLER TECHNOLOGIES	3 MOS MAINTENANCE/BILLING FEES	8,051.35
HEID CHERYL	MILEAGE	93.26
KECK ENERGY	FUEL	2,987.49
ACTS ENTERTAINMENT	SRP PROGRAM	360.00
LEAF	CONTRACT	88.26
LIBERTY READY MIX	REPAIRS	1,135.00
LOGAN CONTRACTORS SUPPLY	CONCRETE SUPPLIES	502.08
MAIL SERVICES	MAY STATEMENTS	4,176.13
MARTIN MARIETTA AGGREGATE	ROCK BASE FOR REPAIRS	218.47
MEDIACOM	UTILITIES	355.02
MENARDS	CH/BLDG SERV REMODELS	5,405.21
METRO WASTE AUTHORITY	WASTE	76.43
MIDWEST INFLATABLES	SRP PROGRAM	1,000.00
MIDWEST WHEEL COMPANIES	TIRE REPAIR	29.24
MIDAMERICAN ENERGY01	POWER	17,444.06

MUNICIPAL EMERGENCY SERV.	HELMET/FD SUPPLIES	1,930.83
NOBBIES	SUPPLIES	14.85
OFFICE DEPOT	SUPPLIES	752.70
OFFICE OF AUDITOR STATE	FEE FOR FILING AUDIT REPORT FY 18	850.00
OVERDRIVE, INC	MATERIALS	810.41
TRUE VALUE	CLEANING SUPPLIES	59.23
ARNOLD MOTOR SUPPLY	MAINTENANCE	46.30
POLK CO RECORDER	3301 & 3304 SE Destination Dr	54.00
PRAXAIR DISTRIBUTION INC.	NITROGEN	269.03
RACOM CORPORATION	EDACS ACCESS	613.90
REGISTER MEDIA	HMA PROJECT	148.13
TITAN MACHINERY	RENTAL	3,521.76
SERV PRO	DEVELOPMENT AGREEMENT	14,312.50
SHRED-IT USA	shredding	84.60
SPRAYER SPECIALTIES	SUPPLIES	125.60
STIVERS FORD	S107	43.67
SYNCB/AMAZON	MATERIALS	1,427.98
TOMPKINS INDUSTRIES INC.	REPAIRS	551.30
TRIPLETT OFFICE ESSENTIAL	BOOKCASE/FILE DRAWERS	1,006.00
UNIQUE MANAGEMENT SERVICE	COLLECTIONS/LIBRARY	17.90
CINTAS CORPORATION - #762	SUPPLIES	553.69
USA BLUE BOOK	SUPPLIES	357.53
VERIZON WIRELESS, BELLEVU	IPADS/FD PHONES	1,053.93
QUICK SUPPLY CO.	SEEDING	529.00
VAN MAANEN ELECTRIC, INC	N JAMES & BVRBRK BLVD TRAF SIG	6,283.50
VAN WALL EQUIPMENT	EQUIP MAINT	1,078.56
WELLMARK BLUE CROSS	Medical Insurance	45,382.15
WUNDER WESTON	PHONE REIMBURSEMENT-LOST CHECK	105.00
BRIDGES LAWN & LANDSCAPE	MOWING	9,288.00
CENTURY LINK	UTILITIES	1,942.21
GALLS, LLC - DBA CARPENTE	DRESS UNIFORM	342.43
GATEHOUSE MEDIA IOWA HOLD	PUBLICATIONS	1,667.62
RJ MARTIN EXCAVATING & TR	DIRT REMOVAL	1,080.00
INFOMAX OFFICE SYSTEMS, I	COPIER CONTRACT	179.46
BLANK PARK ZOO	SRP PROGRAMMING	180.00
EFTPS	FED/FICA TAX	30,120.79
FSK ERIK	LOST ORIGINAL CHECK 99052	15.29
EJS SUPPLY	STREET SWEEPER PARTS	265.33
SENEPHANSIRI TONY	clothing reimbursement	275.93
MIDWEST FIELD TURF	PARK IMPROVEMENTS - TURF	980.00
GWORKS	PERMITS SOFTWARE	4,662.50
BENTLEY RIDGE TREE FARM	ARBOR DAY/KENNYBROOK TREES	2,274.00
ARMOR ELECTRIC, LLC	TRAIL LIGHTS AT HERITAGE	11,405.00
OSTOJ, WILLIAM	UB Refund reissue ck 91417	11.02
IOWA STATE BAR ASSOCIATIN	ERIK FISK	280.00
CIVIC INTELLIGENCE LLC	DEPOSIT FOR CONTRACT	1,000.00
ANALYTICAL SOLUTION, INC	TEDLAR BAG KIT	82.02
BEELINE + BLUE	CANNON PRINTER-BLDG SERVICES	7,405.99
MARK F MORAN APPRAISALS	PROGRAMS	475.00
DANIELS MARTIKA	SRP PROGRAMMING	375.00
MAGIC OF TIM STOLBA	SRP PROGRAMMING	400.00
KLYN MEGAN	RENTAL REFUND	350.00
HEBL SARA	REISSUE LOST CK 91405	68.89
NGUYEN HUNG	DEPOSIT REFUND - LOST FIRST	74.31
MAMTA ISRANI	REISSUE FROM LOST CK 93218	10.60

DES MOINES ASTRONOMICAL S	SRP PROGRAM	125.00
DES MOINES ASPHALT & PAVE	HOLE REPAIR	229.46
WEBSTER ELECTRIC, INC	REPAIRS	1,865.96
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	90,767.20
	CLAIMS TOTAL	887,702.36
	GENERAL FUND	277,033.28
	ROAD USE TAX FUND	20,594.59
	EMPLOYEE BENEFITS FUND	42,795.25
	TAX INCREMENT FINANCING FUND	22,225.00
	CAPITAL PROJECT FUND FUND	30,357.50
	CP - ROAD DEVELOPMENT FUND	12,957.27
	CP - PRAIRIE/LITTLE BEAVE FUND	4,123.50
	CP - PARKS FUND	10,849.30
	CP - S JAMES/SE 37TH ST FUND	11,215.30
	CP-New Jordan Well 2019 FUND	8,445.50
	CP- ASR 2019 FUND	3,241.00
	CP-16 Water Main FUND"	4,500.00
	CP-Water Tower 2019 FUND	1,286.00
	CP-Water Plant Exp 2019 FUND	174,667.50
	SE 37TH HWY 141 PROJECT FUND	165,297.16
	HWY44 & COUNTY LN RD 2020 FUND	18,000.00
	WATER FUND	31,323.72
	WATER DEPOSITS FUND	79.91
	SEWER FUND	18,526.95
	LANDFILL/GARBAGE FUND	161.03
	STORM WATER FUND	30,022.60
		887,702.36

Monthly Revenue April

GENERAL FUND	2,670,424.36
ROAD USE TAX FUND	67,918.98
EMPLOYEE BENEFITS FUND	596,234.18
EMERGENCY FUND	79,510.01
LOCAL OPTION SALES TAX FUND	142.77
TAX INCREMENT FINANCING FUND	843,860.63
ECONOMIC DEV REVOLVING FUND	1,069.70
RESTRICTED GIFTS FUND	(553.59)
DEBT SERVICE FUND	717,348.61
CAPITAL PROJECT FUND FUND	525,216.17
WATER FUND	222,025.63
SEWER FUND	129,849.60
LANDFILL/GARBAGE FUND	40,497.70
STORM WATER FUND	58,310.64
	5,951,855.39



GREATER DES MOINES

ABOUT BRAVO

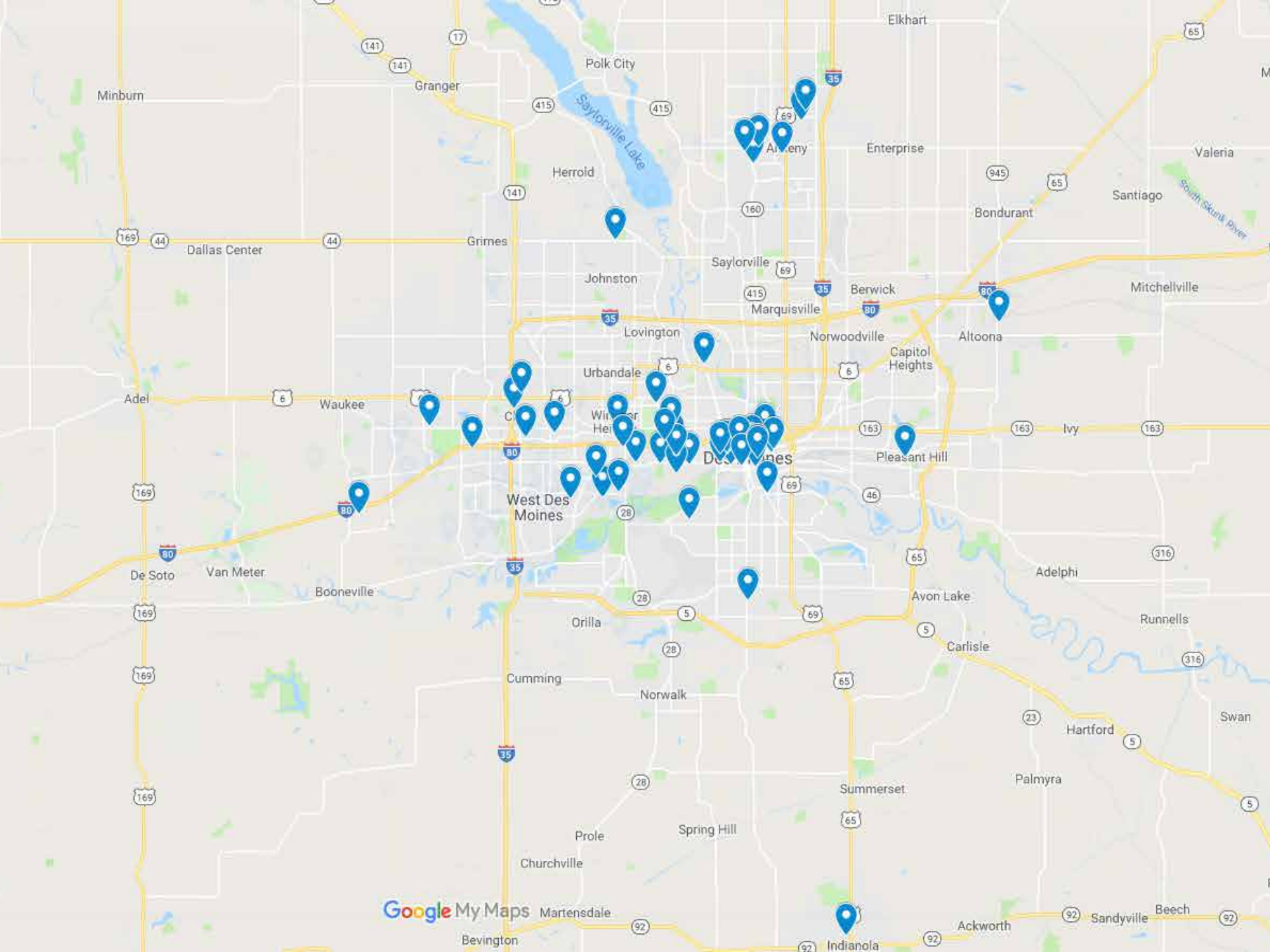
History

Formed in 2004 from 9 founding partners, Bravo has grown to 17 local partner governments.

Partner governments contribute a portion of the hotel-motel tax revenue for the community.

Bravo reinvests those resources to elevate arts, culture and heritage in the region





STRATEGIC INVESTMENTS

Since 2006, more than

95% of 28E revenue

has been directly granted back through

896 grants

To arts, culture and heritage organizations
and programs totaling more than

\$35 million



ECONOMIC IMPACT

FY15

Total Economic Impact
NP Spending
Audience Spending

\$185 million
\$71.9 million
\$113.1 million

Arts & Culture Sector Jobs

5,677

Government Revenue
Generated
Local
State

\$16.8 million
\$7.46 million
\$9.3 million

COMMUNITY EVOLUTION

Capital Crossroads Catalyst Priorities

- Downtown and neighborhood vitality.
- Strong business and entrepreneurial ecosystem.
- Creative and engaged workforce.
- Model of leadership, diversity and inclusion, social equity, and civility.
- Strong regional transportation system.
- Diversity in neighborhood and housing options.
- Local and regional government collaboration.
- Global leader in water quality and soil health.

Regional Cultural Priorities

- Every Day, Everywhere Art
- Strengthen the Creative Economy
- Cultural Tapestry
- Youth Connections

PROGRAM EVOLUTION

Strong Foundation

Unrestricted Operating Grants

Capital Campaign and Project Grants

Changing Regional Priorities

Local Arts Program Grants

Public Art Grants

BRAVO EVOLUTION

LEAD ADVANCEMENT OF REGIONAL CULTURAL PRIORITIES BEYOND GRANTMAKING.

Desired Outcomes:

- Arts, culture, and heritage are recognized as essential drivers of economic development and quality of life in Greater Des Moines.
- Bravo's mission, vision, values and relevance to the region are well-understood by key stakeholders who are ambassadors and advocates for the organization.
- Opportunities for the cultural community to thrive are enhanced.



WHAT'S NEXT

- Diversity in Arts Leadership
 - One of two national pilot sites selected by Americans for the Arts for program expansion
 - Seven interns for summer 2019
 - 5 year commitment
- Creative Economy
 - Feasibility Study and Action Plan
- GC20 Community Investment and Community Impact
 - New grant programs and leadership opportunities

QUESTIONS?

Grimes

Monthly Operations
and Maintenance
Report

April 2019

Prepared by:



1801 James Street
Grimes, IA 50111
(515)986-7300

www.uswutilitygroup.com

MONTHLY REPORT
APRIL 2019
GRIMES WATER & WASTEWATER TREATMENT PLANTS
DISTRIBUTION AND COLLECTION SYSTEMS

Prepared By:





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

May 15, 2019

Mayor Scott Mikkelsen
City of Grimes
101 NE Harvey St.
Grimes, IA 50111

RE: Monthly Update April 2019

Dear Mayor Scott Mikkelsen:

In accordance with contract requirements, we are pleased to provide the following monthly report for April 2019. Below is a list of the significant events that occurred during the month:

SUBMITTED TO: Mayor Scott Mikkelsen
Jake Anderson, City Administrator
Rochelle Williams, City Clerk
City Council, City of Grimes
Jeff DuPont, U.S. Water Services Corporation

DNR Correspondence:

- Submitted April 2019 Monthly Operating Reports to IDNR.
- Contacted Field Office #5 regarding foaming of WWTP influent. USW and the IDNR are monitoring the situation and are engaged with the industrial discharger/contributor.

Safety Training

- Safety Training in March/April included "**Distracted Driving**" online course

Safety Meeting

- The OSHA safety topic for all USW UTILITY GROUP employees for the month of April will be to participate in "**Proper PPE USE.**" There will be a safety topic each month as they relate to the work environment.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Water Treatment Plant Report for April 2019

1. WTP monthly preventative maintenance and inspections were performed the first week of April. Inspections included the completion of thirty-four (34) work orders that are generated monthly from our Computerized Maintenance Management System.
2. Solids contact unit #2 was taken off line for annual maintenance. There was a heavy amount of lime in the draft tube that needed to be mechanically broken up and removed with a vac truck. Staff refigured draft tubes to allow for more hydraulics.
3. Reverse Osmosis skids #1 and #2 performed well during the month of April. Normalized flows were within design parameters. Staff replaced bag and cartridge filters. Differential pressures were within design but longevity/life expectancy had been met.
4. ASR modifications continued through the month of April. The electrical contractor continued with work that will be complete in early May. Installation and start up is scheduled for the week of June 3, 2019.
5. USW staff replaced the ASR chemical feed lines.
6. Grosch Irrigation Co. Inc. continued preparations for drilling the new Jordan well. Drilling began the week of May 5, 2019.
7. Staff exercised all booster station valves. Several valves will need to be replaced during station upgrades, as they either were either inoperable or would not stop flow.
8. Site fence repair work and East gate replacement was completed in April.
9. USW staff met with City Administrator Jake Anderson and Fox Engineering to discuss facility designs and upgrades again in April. USW and Fox Engineering met with the mechanical and electrical engineers to discuss needs and options for the new water plant. Design for the new reverse osmosis plant has been completed and was sent to the IDNR for review/approval on April 26, 2019
10. Completed monthly bacteria sampling and sent samples to Test America, a state certified lab.
11. Exercised generators at WTP, Booster station, ASR Well and North Well Field in accordance with Iowa Administrative Code (IAC).
12. Paint work, site work and cleaning continue.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Distribution Collection Report for April 2019

1. 130 field service work order were completed for the City
2. 3 commercial and 30 residential water meters were installed
3. 3 temporary hydrant meters were used
4. 81 water service disconnect notices were posted
5. 21 water service non-payment disconnects were completed.
6. 26 hydrants were inspected and flushed, 22 manholes were inspected and 34 valves were exercised in the distribution system.
7. Monthly water loss was estimated at 340,000 gallons due to flushing and hydrant maintenance.
8. A 4" water main was repaired between NE Railroad and Ewing Street. This main is ductile iron and needs to be replaced.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Grimes Wastewater Treatment Plant Report for April 2019

1. The WWTP operated within permit limits during the month of April 2019.
2. Monthly preventative maintenance and inspections were performed the first week April. Inspections included the completion of thirty-three (33) monthly work orders that are generated monthly from our Computerized Maintenance Management System.
3. Staff performed extra sampling in April to address ammonia levels in plant effluent. The plant was in compliance with permit limits, but is heavily loaded.
4. Sludge hauling from Reed Bed #2 was completed. Reed Bed #4 cleaning began in April.
5. Staff had the digester decant line and site piping hydro jetted as part of the annual maintenance program.
6. Staff repaired digester blower #1 after inspections showed significant wear to the shaft oil seals. These blowers are in a harsh condition and will eventually be eliminated with connection the Des Moines Water Reclamation Authority.
7. Exercised WWTP, Gateway Lift Station and Southeast Lift Station generators according to Iowa Administrative Code (IAC).
8. Weekly lift station inspections were performed.
9. Painting of pipe and structures also continues.



Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

USW UTILITY GROUP

Staffing for Grimes, IA

Project Manager

- Andrew Wood
 - o IDNR Grade 3 WT, Grade 3 WWT, Grade 3 Distribution

Lead WTP Operator

- Jeff Waters
 - o IDNR Grade 3 WT, Grade 2 WWT, Grade 2 Distribution

Lead WWTP Operator

- Christina Shepherd
 - o IDNR Grade 3 WWT, Grade 2 WT

Operator

- Mathew Gilmore
 - o IDNR Grade 4 WT, Grade 2 WWT, Grade 3 Distribution

Operator/Maintenance Tech

- Nick Deardorff
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

Maintenance Tech

- Thomas VanHorn
 - o IDNR Grade 2 WT, Grade 2 WWT, Grade 2 Distribution

If you would like to meet to discuss any of the items noted above at your convenience, please do not hesitate to contact me.

Sincerely,

Andrew Wood
Project Manager
USW UTILITY GROUP



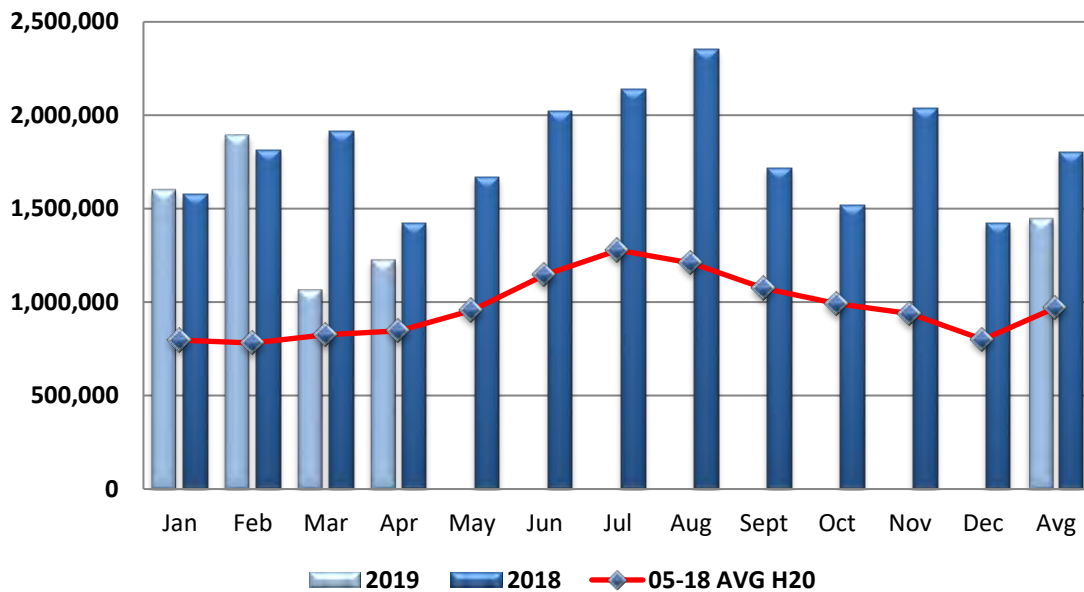
Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

		Apr-19	Mar-19	Apr-18
Water	Units			
Average Daily Pumped	gallons	1,225,100	1,066,065	1,423,200
Maximum Daily Pumped	gallons	1,562,000	1,657,000	2,233,000
Minimum Daily Pumped	gallons	795,000	869,000	975,000
Hardness				
Hardness - Avg Raw	grains	29.85	26.93	29.97
Hardness - Avg Finish	grains	7.13	5.72	9.29
Iron mg/l				
Avg Raw	mg/L	7.26	7.39	8.45
Avg Finish	mg/L	0.03	0.06	0.18
Fluoride mg/l				
Avg Raw Fl.	mg/L	0.30	0.38	0.33
Avg Finish Fl.	mg/L	0.33	0.24	0.34
Wastewater				
BOD	mg/L			
BOD Effluent Avg	mg/L	1.46	0.85	0.00
BOD Effluent Permit Limit	mg/L	25	25	25
TSS				
TSS Effluent Avg	mg/L	0.00	0.00	1.25
TSS Effluent Permit Limit	mg/L	30	30	30
Nitrogen Ammonia				
NH3-N Effluent Avg	mg/L	1.35	0.78	0.00
NH3-N Effluent Permit Limit	mg/L	2.1	2.8	2.1
Effluent Flow				
Average Daily	gallons	1,830,667	2,269,032	1,817,667
Maximum Daily	gallons	2,270,000	3,070,000	2,120,000
Minimum Daily	gallons	1,560,000	1,540,000	980,000
Distribution				
Work Orders	#	130	81	69
Locates	#	-	-	-
Meters Installed				
Residential	#	30	19	27
Commercial	#	3	4	5
Temporary Hydrants Meters	#	3	3	3
Disconnect Notices	#	81	84	66
Services Disconnected	#	21	20	17
Hydrants Inspected/Flushed	#	26	13	22
Valves Exercised	#	34	12	32
Manholes Inspected	#	22	14	31

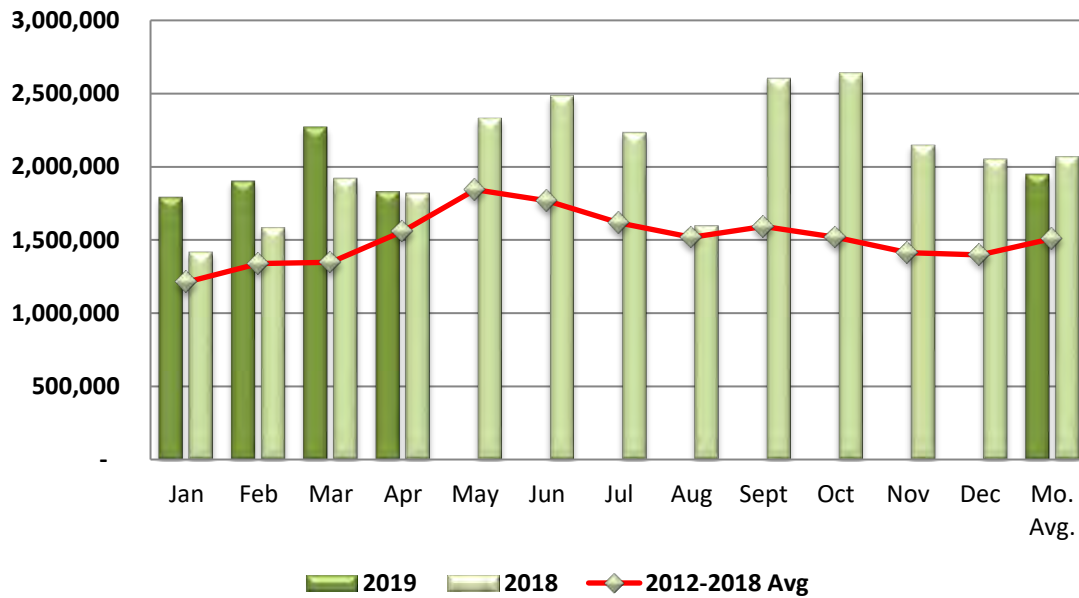


Water and Wastewater Utility Operations, Maintenance, Engineering, Construction

Average Daily Water Pumped - In Gallons

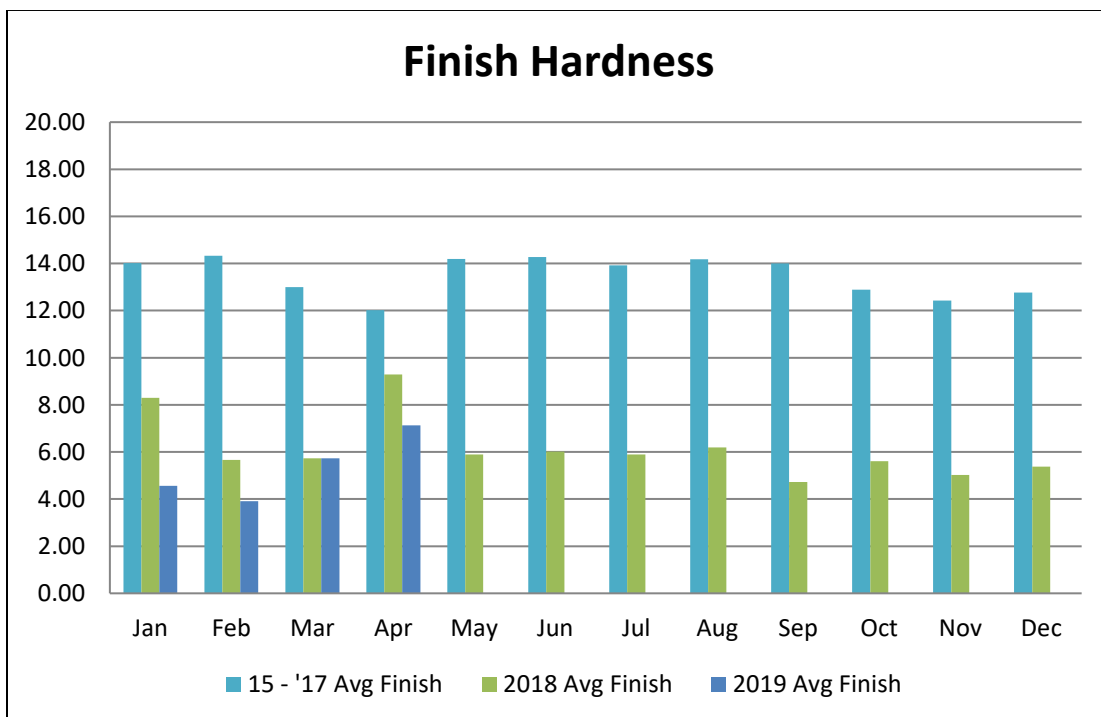
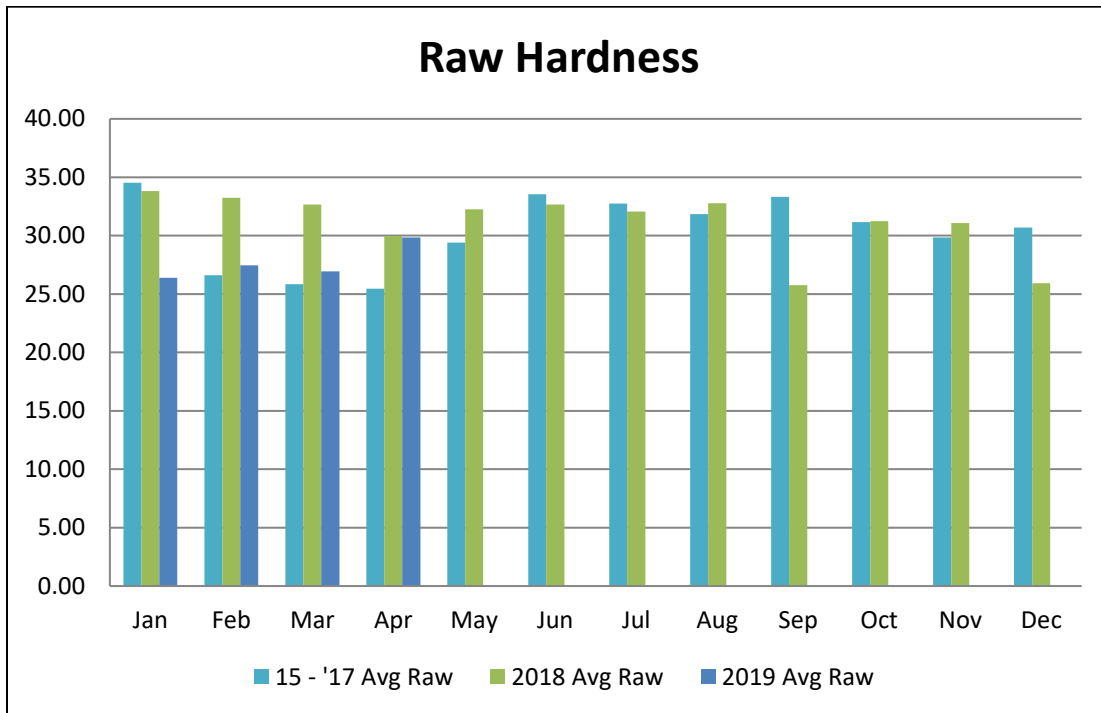


Average Daily Wastewater Pumped - In Gallons





Water and Wastewater Utility Operations, Maintenance, Engineering, Construction





May 24, 2019

Mayor and City Council City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Re: Recommendation of Award – 2019 City of Grimes HMA Resurfacing Project

Dear Mayor and City Council:

The City of Grimes received bids on May 24, 2019 for the "2019 City of Grimes HMA Resurfacing Project". The project consists of street improvements including milling, HMA patching, and HMA overlay, and all associated equipment, labor, and materials to complete these items and related items of work as noted in the plans and specifications. The City received two bids on the project. The Engineer's opinion of probable construction cost was \$199,149.60. The Bids ranged from a high of \$229,716.00 to a low bid of 214,521.00. The bid tabulation is enclosed for your review. The low Total Bid from Grimes Asphalt and Paving Corporation of \$214,521.00 is within 7.7% of the Engineering Opinion of Cost. To evaluate Grimes Asphalt and Paving Corporation's bid, we have reviewed their bid and found no errors or omissions in their proposal. We also discussed their project work load and they have availability to complete this work prior to the July 31, 2019 substantial completion date. Grimes Asphalt and Paving Corporation intends to begin work as soon as possible. Based on these investigations, we believe Grimes Asphalt and Paving Corporation has a practical knowledge of the work, adequate equipment, necessary supervisory personnel and financial resources to complete the work. Therefore, LEE Chamberlin Consultant Engineers recommends that the 2019 City of Grimes HMA Resurfacing Project be awarded to Grimes Asphalt and Paving Corporation for their Total Bid of \$214,521.00. We believe this represents the lowest responsive, responsible bid for the project.

Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Grimes requirements. We have enclosed the Notice of Award for your use. If approved please sign, copy for your records, and return to LEE Chamberlin Consultant Engineers. We will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark L. Lee'. The signature is fluid and cursive, with the first name 'Mark' being the most prominent.

Mark L. Lee, PE, PLS, Project Manager

NOTICE OF AWARD

Date of Issuance: May 24, 2019

Owner: City of Grimes

Owner's Contract No.:

Engineer: LEE Chamberlin Consultant Engineers

Engineer's Project No.: 19010

Project: 2019 City of Grimes HMA Resurfacing Project

Contract Name: 2019 City of Grimes HMA Resurfacing Project

Bidder: Grimes Asphalt and Paving Corporation

Bidder's Address: PO Box 3374, 5550 NE 22nd St, Des Moines IA 50316

TO BIDDER: You are notified that Owner has accepted your Bid dated May 24, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: The 2019 City of Grimes HMA Resurfacing Project which generally consists of street improvements including milling, HMA patching, and HMA overlay, and all associated equipment, labor, and materials to complete these items and related items of work as noted in the plans and specifications.

The Contract Price of the awarded Contract is: \$ 214,521.00. Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. 3 sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award: 1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder. 2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders contract documents. 3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement.

Owner: _____

AUTHORIZED SIGNATURE

BY: _____

TITLE: _____

COPY: Engineer

TABULATION OF BIDS 2019 CITY OF GRIMES HMA
RESURFACING PROJECT PROJECT NO. 19010 BID
DATE/TIME: MAY 24, 2019 at 2:00 PM

ENGINEER'S ESTIMATE						1		2		3		4	
						GRIMES ASPHALT & PAVING CORP.		DES MOINES ASPHALT & PAVING					
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS												
1.1	Mobilization	LS	1	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$12,000.00	\$12,000.00		\$0.00		\$0.00
	EARTHWORK												
2.1	Class A Roadstone	TON	50	\$90.00	\$4,500.00	\$106.00	\$5,300.00	\$47.00	\$2,350.00		\$0.00		\$0.00
	STRUCTURES FOR SANITARY AND STORM												
3.1	Fixture Adjustment	EACH	11	\$2,100.00	\$23,100.00	\$3,200.00	\$35,200.00	\$3,500.00	\$38,500.00		\$0.00		\$0.00
	STREETS AND RELATED WORK												
4.1	Milling	SY	5906	\$4.10	\$24,214.60	\$6.00	\$35,436.00	\$6.00	\$35,436.00		\$0.00		\$0.00
4.2	HMA (1M ESAL) Intermediate, 1/2", Partial Depth Patch	TON	394	\$110.00	\$43,340.00	\$110.00	\$43,340.00	\$110.00	\$43,340.00		\$0.00		\$0.00
4.3	HMA (1M ESAL) Surface, 1/2" No Friction	TON	819	\$105.00	\$85,995.00	\$105.00	\$85,995.00	\$110.00	\$90,090.00		\$0.00		\$0.00
4.4	HMA Pavement Samples	LS	1	\$3,000.00	\$3,000.00	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00		\$0.00		\$0.00
							\$0.00		\$0.00		\$0.00		\$0.00
	TRAFFIC CONTROL												
5.1	Traffic Control	LS	1	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00		\$0.00		\$0.00
TOTAL BID:				\$199,149.60		\$214,521.00		\$229,716.00		\$0.00		\$0.00	
BID SECURITY:													

CERTIFICATION

I hereby certify that this plan, specification, or report 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.

Signature Mark L. Lee Date 5/24/19

Printed or Typed Name: Mark L. Lee
Iowa License No. 11582
My license renewal date is: December 31, 2020
Pages or Sheets covered by this seal: Entire Document



**ENGINEER'S ESTIMATE OF COST 2019 CITY OF GRIMES
HMA RESURFACING PROJECT**

4/26/2019 REV

				ENGINEER'S ESTIMATE	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
	GENERAL PROVISIONS				
1.1	Mobilization	LS	1	\$8,000.00	\$8,000.00
	EARTHWORK				
2.1	Class A Roadstone	TON	50	\$90.00	\$4,500.00
	STRUCTURES FOR SANITARY AND STORM				
3.1	Fixture Adjustment	EACH	11	\$2,100.00	\$23,100.00
	STREETS AND RELATED WORK				
4.1	Milling	SY	5906	\$4.10	\$24,214.60
4.2	HMA (1M ESAL) Intermediate, 1/2", Partial Depth Patch	TON	394	\$110.00	\$43,340.00
4.3	HMA (1M ESAL) Surface, 1/2" No Friction	TON	819	\$105.00	\$85,995.00
4.4	HMA Pavement Samples	LS	1	\$3,000.00	\$3,000.00
	TRAFFIC CONTROL				
5.1	Traffic Control	LS	1	\$7,000.00	\$7,000.00
LEE Chamberlin Consultant Engineers, PLLC TOTAL COST: \$199,149.60					

Proof Of Publication In
DALLAS COUNTY NEWS

STATE OF IOWA, DALLAS COUNTY,ss.

I, Scott Anderson, on oath depose and say
that I am Publisher of **The Dallas County
News**, a weekly newspaper, published
at Adel, Dallas County, Iowa; that
the annexed printed:

CITY OF GRIMES

Form 653.C1

was published in said newspaper
1 time(s) on May 16, 2019
the last day of said publication being
the 16th day of May, 2019

Scott Anderson

Kimberly Nelsen



sworn to before me and subscribed in my
presence by Scott Anderson
this the 16th day of May, 2019

FEE: \$129.47
AD #: 1237825
ACCT: 36126

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

Form 653.C1

The City Council of _____ in _____ County, Iowa
will meet at _____
at _____ on _____
(hour) (Date)

_____ 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
<u>Revenues & Other Financing Sources</u>				
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
<u>Expenditures & Other Financing Uses</u>				
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

MINUTES TO RECEIVE BIDS AND
SELL BONDS

419952-69

Grimes, Iowa

May 28, 2019

The City Council of the Grimes, Iowa, met on May 28, 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: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for the purchase of the City's General Obligation Corporate Purpose Bonds, Series 2019A the Mayor announced that bids had been received and canvassed on behalf of the City at the time and place fixed therefore.

Whereupon, such bids were placed on file, and the substance of such bids was noted in the minutes, as follows:

Name and Address of Bidder

Final Bid
(interest cost)

(ATTACH BID TABULATION)

After due consideration and discussion, Council Member _____ introduced the resolution next hereinafter set out 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. 05-1319

Resolution Awarding General Obligation Corporate Purpose Bonds, Series 2019A

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, the City has combined the 2018 Loan Agreement and the 2019 Loan Agreements into a single loan agreement (the "Loan Agreement") pursuant to Section 384.28 of the Code of Iowa; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2019A (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provisions for the approval of the P.O.S. and has authorized its preparation and use by Piper Jaffray & Co., as municipal financial advisor (the "Financial Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Bonds;

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting to be held on June 11, 2019.

Section 4. All resolutions or parts thereof 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 May 28, 2019.

Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

• • • •

Upon motion and vote, the meeting was 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 City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the sale of General Obligation Corporate Purpose Bonds, Series 2019A of the City evidencing the City's obligation under a certain Loan 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.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk Rochelle Williams

(Attach here a copy of the bid of the successful bidder.)

May 20, 2019

Via Email

Rochelle Williams
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2019A
Our File No. 419952-69

Dear Rochelle:

We have prepared and attach the proceedings to be used at the May 28th City Council meeting to report the bids received and to adopt the resolution approving the sale of General Obligation Corporate Purpose Bonds, Series 2019A (the "Bonds") to the best bidder.

The attached resolution must be completed with the name of the purchaser of the Bonds. Piper Jaffray & Co. will tabulate the bid results and provide that name to you.

The proceedings attached include the following items:

1. Resolution awarding the sale of the Bonds and providing for the adjournment of action on the Loan Agreement to June 11, 2019 for adoption of the issuance resolution.
2. Attestation Certificate with respect to the validity of the transcript.

As these proceedings are completed, please return one fully executed copy to our office.

If you have any questions, please contact Emily Hammond, Cheryl Ritter or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
Travis Squires
Diana VanVleet
Faith Wuestling
Chris Smith

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

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1

MAXIMUM PRINCIPAL AMOUNT: \$475,000

INTEREST RATE

PROJECT NOTE DATE

0%

June 21, 2019

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the “Project Note”) is issued to the Iowa Finance Authority (the “Lender”) by the City of Grimes, Iowa (the “City”), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed \$475,000.

The City has adopted a resolution (the “Resolution”) authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2019, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with 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 proceeds (the “Loan Proceeds”) of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City’s obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the “Maturity Date”). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

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

CITY OF GRIMES, IOWA

By: _____
Mayor Scott Mikkelsen

Attest:

City Clerk Rochelle Williams

IOWA FINANCE AUTHORITY

By: _____
Deborah Durham
Executive Director

(Hearing/Issuance – Sewer Revenue)

419952-67

Grimes, Iowa

May 28, 2019

A meeting of the City Council of the City of Grimes, Iowa, was held on May 28, 2019, at _____ o'clock _____.m., at the _____, 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 a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 05-1319

Resolution taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$475,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

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 has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the “Loan and Disbursement Agreement”) with the Iowa Finance Authority (the “Lender”) and to issue in accordance therewith Sewer Revenue Bonds (the “Bonds”) in a principal amount not to exceed \$475,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the “Project”), and has published notice of the proposed action and has held a hearing thereon on May 28, 2019; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a \$475,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the “Project Note”) pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the “Loan Proceeds”) in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of \$475,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note 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 a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, 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 City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

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

SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1	MAXIMUM PRINCIPAL AMOUNT: \$475,000
INTEREST RATE	PROJECT NOTE DATE
0%	June 21, 2019

This Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the “Project Note”) is issued to the Iowa Finance Authority (the “Lender”) by the City of Grimes, Iowa (the “City”), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed \$475,000.

The City has adopted a resolution (the “Resolution”) authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2019, as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with 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 proceeds (the “Loan Proceeds”) of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Sewer Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City’s obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the “Maturity Date”). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project

Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

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

CITY OF GRIMES, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IOWA FINANCE AUTHORITY

By: _____
Deborah Durham
Executive Director

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be 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 Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations 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 Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. 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 10. 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 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 28, 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, 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 Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain \$475,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") 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 the Agreement or issuing such Project Note 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 Project Note.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk Rochelle Williams

May 20, 2019

VIA EMAIL

Jake Anderson
City Administrator/City Hall
Grimes, IA

Re: \$475,000 SRF Planning and Design Loan
File No. 419952-67

Dear Jake:

We have prepared and attach proceedings to be used at the May 28, 2019 City Council meeting to enable the Council to hold the hearing on and authorize a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and approve the issuance of a Sewer Revenue Planning and Design Loan Project Note (the "Project Note"). The proceedings attached include the following items:

1. Minutes of the May 28, 2019 meeting reflecting the hearing and providing for the adoption of a resolution (the "Resolution") authorizing and approving the Agreement and providing for the issuance of the Project Note.
2. Certificate attesting to the transcript.
3. The Project Note. Please have the Project Note signed as indicated, and return the executed original to us.

On May 28, 2019, the City Council should meet as scheduled and conduct the hearing. The minutes as drafted assume that no objections will be filed or made. The City Council may then proceed with the adoption of the attached Resolution.

Please return one fully executed copy of these proceedings, along with the original, executed Project Note, to our office by June 10, 2019.

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



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

CAPITAL CROSSROADS

THE VISION PLAN FOR GREATER DES MOINES & CENTRAL IOWA

Storm Water Management

Why are we here?

Based on direction from the MIALG, a group composed of primarily City staff but also including developers and consulting engineers spent 9 afternoons from May to October attending trainings about stormwater management.

Three Key Lessons from this series:

1. Managing stormwater is a key regional priority.
 - Ø Water doesn't respect jurisdictional boundaries.
 - Ø Success demands that we work together across the metro.
2. We are facing more frequent, more intense storms that result in increased flooding, additional risk to infrastructure and significant erosion.
3. Additional tools and design methods are available to address ongoing and increasing stormwater issues for existing and new developments.

What are local governments contributing?

- In the period 2004-2024, local governments will have spent nearly \$415 million on stormwater projects and operations.
 - \$14,325,855 for commercial
 - \$209,933,913 for residential
 - \$1,074,441 for industrial
- As is the case with most metro communities, the amount of yearly public expenditure for managing storm water is increasing (both operation and capital).
- In Grimes, operating expenses are approximately \$250K annually. Annual Capital vary year to year, however 2019 is programmed to spend approximately \$2.5M.
- Projects in 2019 include Prairie Creek/Little Beaver Creek Channel Improvements, Beaver Creek Channel Improvements, and detention basin retrofit pilot project.

Channel Improvements



Project necessary to protect critical infrastructure: trail, sewer, private utilities



Channel and stormwater management improvements planned

Detention Basin Pilot Project



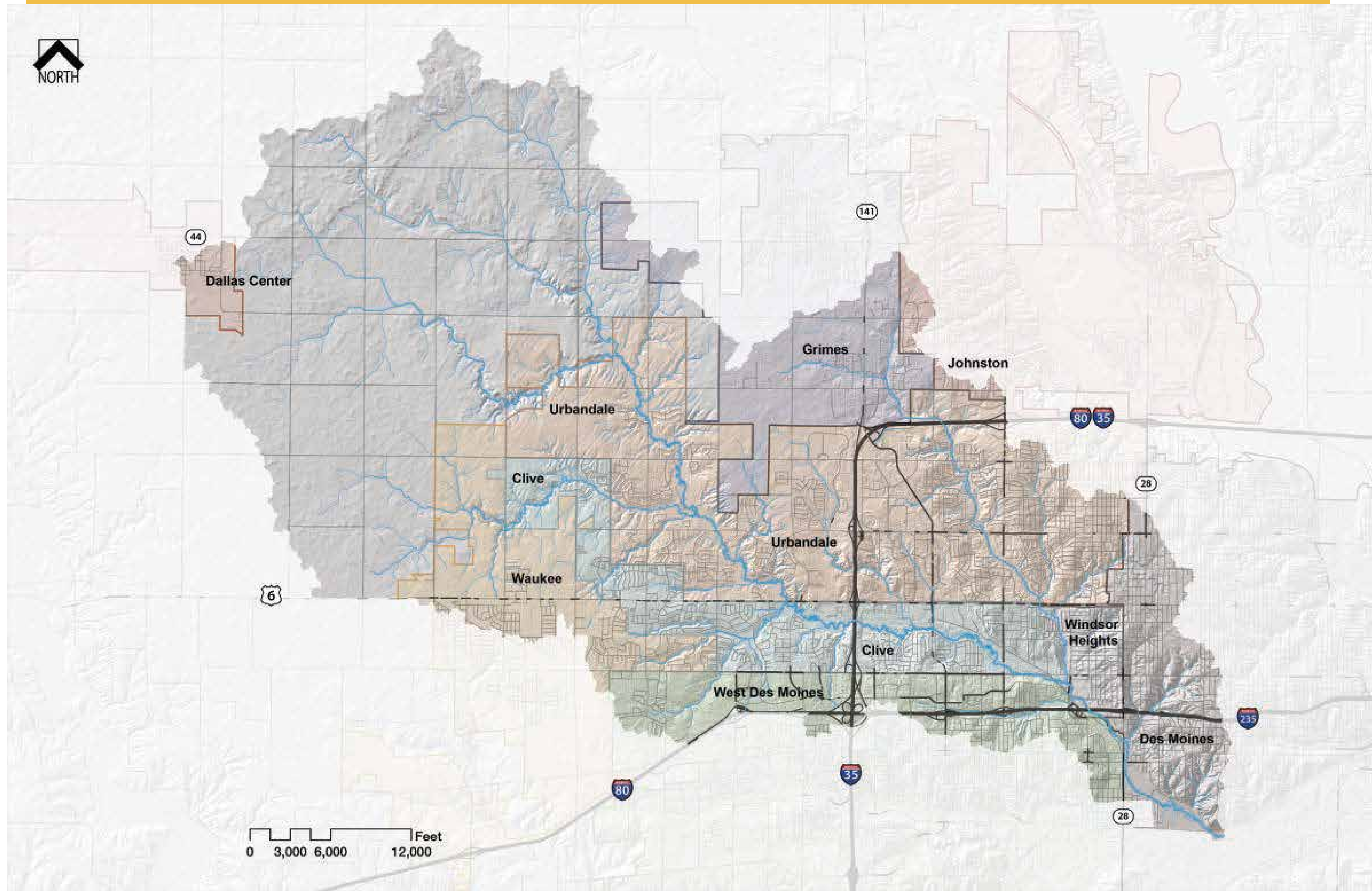
\$70,000 - City Repair

An Enhanced Approach

- Previous design methods are no longer sufficient. New development under these methods will exacerbate known problems.
- Effective stormwater management is an entire suite of guidelines and solutions that can be utilized with new development, redevelopment, existing built areas, and agricultural areas.
- Moving forward, using the latest methodologies and best practices will help address known problems and provide a more consistent and effective approach to stormwater management. Proactive design is cheaper and less disruptive long-term.

*“Gray Infrastructure” (flumes, pipes, structures)
PLUS “Green Infrastructure” (natural infiltration, detention)*

We're All In This Together



Call To Action

- Empower staff to work with other city staffs across the metro to determine enhanced stormwater management approaches for recommendation to Council.
 - Create a “toolbox” of techniques
 - Use green infrastructure where appropriate
 - Consider life cycle costs of stormwater management

DISCUSSION & QUESTIONS

