



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING**

Grimes City Hall 5:30 P.M.

March 25, 2014

**Mayor Tom Armstrong**

**City Council: Jill Altringer, Tami Evans, Craig Patterson**

**Ty Blackford and Doug Bickford**

**City Administrator Kelley Brown**

**City Clerk Rochelle Williams, City Treasurer Deb Gallagher,**

**City Attorneys Tom Henderson, Erik Fisk**

**City Engineer John Gade**

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

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

**GENERAL AGENDA ITEMS.**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
  - A. Minutes from meeting on March 11, 2014
  - B. Renewal of Alcohol License for AmericiInn Special Class C Liquor License (*licenses are renewed yearly by City and State*)
  - C. Accept Settlement Agreement for Tobacco Violation from Kum & Go (*accepting payment of tobacco violation*)
  - D. Set Public Hearing on a Resolution Vacating Public Utility Easement in Lot 28 of Bridge Creek Plat 1 for April 8, 2014 (*legal notice must be published regarding hearing to vacate public utility easement*)
  - E. Continue Agreement between City of Grimes and City State Bank as Financial Institution (*yearly agreement for banking services*)
6. MWA Quarterly Report – Ron Long



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7. PEOPLESERVICE REPORT

8. PATROL REPORT – Chief Kevin Schneider – Polk County Sheriff’s Department

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

- A. Public Hearing Approval of Plans and Specifications and Award of Contract for the ASR Well No. 1 Well Pump and Control Building Improvements (*installation of a new ASR well pump, Demolition of exiting water treatment plant equipment, installation of chemical feed systems, Installation of piping and valves, HVAC and plumbing replacement, building renovations, structural Modifications and installation of associated electrical equipment*)
- B. Hearing on Tobacco Citation for Krueger Enterprises, 1905 SE 37<sup>th</sup> Street (*citation has not been paid so a hearing is necessary*)
- C. Set a Bid Date of April 17, 2014 and Public Hearing and Approval of Plans Specifications and Award of Contract for April 22, 2014 for the City Hall Interior Improvements (*renovations to the City Hall*)
- D. Ordinance #626 Second Reading on a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited light Industrial (*this is the second of three readings that need to be approved for the zoning to be changed*)

**PUBLIC FORUM**

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

**COUNCIL ACTIONS**

- A. 28E Intergovernmental Agreement Between The City of Grimes and the City of Urbandale for the 2014 HMA Project (*agreement with Urbandale to work jointly on the public improvement involving installation of six inches of asphalt on 142<sup>nd</sup> Street*)
- B. Agreement for Cooperative Public Service Between Polk County, Iowa and The City of Grimes, Iowa (*City agrees to provide backup role when need arises to Polk County for building inspections*)
- C. Approve Developers Agreement with Hunter Farms (*part of SE 19<sup>th</sup> Street Project*)
- D. Set Special Assessment Preliminary Hearing Date for SE 19<sup>th</sup> Street for April 22, 2014 (*set hearing for special assessments as part of the SE 19<sup>th</sup> Street Project*)
- E. Set Bid Date of April 15, 2014 and Set Public Hearing to Adopt Plans and Specification and Award Of contract for SE 19<sup>th</sup> Street for April 22, 2014. (*project consists of grading, paving, storm sewer and appurtenant items on SE 19<sup>th</sup>*)
- F. Resolution 03-1514 Preliminary Resolution Pursuant to Section 384.42 of the Iowa code covering SE 19<sup>th</sup> Street Paving Project (*legal requirements for public improvement*)
- G. Resolution 03-1614 Approving and Adopting Preliminary Plans and Specifications, Estimate of



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- Cost and Plat and Schedule (*legal requirements for public improvement*)  
H. Resolution 03-1714 Resolution of Necessity for the SE 19<sup>th</sup> Street Paving Project (*legal requirement for public improvement*)

### **COUNCIL DISCUSSIONS**

1. Mayor's Report
2. City Attorney's Report
3. City Engineer's Report
4. City Staff Report
5. Old Business
  - a. Discussion on sale of public alleys
6. New Business

### **ADJOURNMENT**

## **CITY COUNCIL MEETING**

Tuesday, March 11, 2014

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, March 11, 2014 at 5:30 P.M. at the Grimes City Hall. Mayor Armstrong led the Pledge of Allegiance. Roll Call: Present: Blackford, Patterson, Altringer, Bickford Absent: Evans

### **GENERAL AGENDA ITEMS.**

#### **APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda.

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

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

#### **Approval of the Consent Agenda**

A. Minutes from meeting on February 25, 2014 B. Mississippi Lime – bulk lime - \$3,690.25 (*time is used at the water treatment plant*) C. Municipal Supply Inc –\$25,932 (*new housing and meters for irrigation*) D. Municipal Supply Inc. - \$3,198.20 (*meters for commercial buildings and new housing*) E. Change Order #2 Layne Christensen for the Jordan Well –(*deduct of \$31,885.50 for revised quantities, deduct of \$12,024.00 due to high capacity of new well depth change, add \$16,102 Change check valve and increase valves from two to three, add \$9,743 due to high capacity of well a need for a larger pump and motor adaptor overall reduction of \$18,064.50*) F. Fertilizer and Weed Control Contract with TruGreen for 2014-2015 Fiscal Year - \$43,413(*fertilizer and weed control for City*) G. Resolution 03-1414 Waiving The City of Grimes Right to Review the Plat of Beaver Crossing Plat 2 Within the Two Mile Unincorporated Area of Polk County (*the City has the right to review or waive the City's right to review on plats with two miles of the unincorporated area of Polk County*) H. Set a Public Hearing and Action for Planning and Zoning for April 1, 2014 and a Public Hearing and Action for the Grimes City Council for April 8, 2014 to Adopt of the Grimes Official Zoning Map (*hearing to amend the zoning map*) I. Pay Request #6 Layne Christensen Company for the Jordan Well - \$65,624 (*progress payment*) J. Claims dated March 11, 2014 date \$374,353.48.

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

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

#### **FIRE CHIEF REPORT**

Chief Krohse was present to update the Council on the department for the month of February. He advised the department went on 67 calls for the month of which 56% were EMS. Chief Krohse stated that Mayor Armstrong and City Administrator Brown were present last week to receive a formal grant presentation from Prairie Meadows for \$10,000 towards an automated defibrillator called LUCAS device. The fire department will pay the remaining cost of the device.

#### **PATROL REPORT**

Deputy Ballinger from the Polk County Sheriff's department was present to update the Council. He advised that from February 12, 2014 through March 11, 2014 they have received 297 calls for service and had 143 traffic stops for a total of 440 calls of which 51 cases were made.

## PUBLIC AGENDA ITEMS

A. Public Hearing on a Request from R & R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial

Mayor Armstrong opened the Public Hearing at 5:40 pm.

Greg Cabalka of Kirkham Michael, 11021 Aurora Avenue, Des Moines Iowa addressed the Council on behalf of R&R Realty Group. Cabalka stated that the western portion of this property is currently zoned A-1 and the eastern portion is zoned M-1A. He added that this property is located at the intersection of SE 37<sup>th</sup> Street and South James Street. He advised that due to changes in possible tenants they were requesting to change the zoning on the western portion to M-1A. Cabalka stated that at full build out these buildings would be 250,000 square feet. He added that they agreed to the last staff letter from Fox Engineering that would require some restrictions on the property and subject to approval from Council on some changes to the zoning map. There being no further oral or written comments the hearing was closed at 5:43 pm.

B. Ordinance #626 First Reading on a request from R&R Realty Group on behalf of Stang Property LLC to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited light Industrial *(this is the first of three readings that need to be approved for the zoning to be changed)*

City Engineer Gade advised that the comprehensive land use plan for the City showed this area as business office or light industrial and this request meets those guidelines. Gade also advised that this property is in the Highway 44 Overlay Zone 2 District and so revisions would need to be made to the Zoning Map. He also stated that the Planning and Zoning Board had reviewed this request at length and had come up with the following recommendations to allow the rezone. Gade stated it would require 25% variation of the building façade of which 12.5 % of that variation is glass, modifying it to allow manufacturing as long as no storage or manufacturing would be allowed outside the building. He went on to add that as part of the zoning approval that ROW and utility easements will be dedicated to the City. Gade added that he recommended that landscaping shall be per the Hwy 141 Zone 2 requirements, all loading docks and dumpsters facing City ROW shall be screened. He also provided an overview of what type of businesses would not be allowed. Gade also advised that both buildings would have the same façade on front and back. Council Member Patterson added that Planning and Zoning spent a long time on making sure this design would meet the expectations of the area. He added that Planning and Zoning did request the elevation drawings. Tom Rupprecht of R & R Realty addressed the Council. He advised that they were in agreement with all staff comments and would have elevation drawings at the next meeting.

Moved by Patterson Seconded by Bickford; the First Reading of Ordinance #626 on a request from R&R Realty Group to rezone 15.71 acres from A-1 Agricultural District to M-1A Commercial and Limited Light Industrial subject to Fox Engineering letter dated March 6, 2014 and subject to the approval to the revised Zoning Map shall be approved.

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

C. Prairie Business Park Site Plan *(site is located at the SE corner of SE 37<sup>th</sup> and South James Street)*

Greg Cabalka of Kirkham Michael, 11021 Aurora Avenue Des Moines addressed the Council on behalf of R & R Realty Group. Cabalka stated that this site plan consists of two buildings that will contain 250,000 square feet. He added that the buildings would be constructed in phases as client demand dictated but the entire site would be graded. Cabalka stated that the first building will be started on the NW corner of the lot and will expand south as tenant demand requires. He added that an access point will be off of SE 37<sup>th</sup> Street and two access points off of James Street. Gade noted that additional landscaping would be provided along 37<sup>th</sup> Street to improve screening and would meet the Hwy 141 Zone 2 requirements. Gade City Engineer advised that at a later date the developer would be responsible for sidewalks along the front of these properties when desired by the City. He added that signage would be addressed later in the process. Gade stated that the grading was within the requirement of the Hwy 141

Zone 2. He added that Planning and Zoning approved this plan subject to seeing detailed elevation plans. Council Member Altringer asked about a timeframe on the buildings. Cabalka stated they were unsure at this point.

Moved by Patterson, Seconded by Bickford; the Prairie Business Park Site Plan subject to the elevation plans shall be approved.

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

**D. Autumn Park Plat 4 Preliminary Plat (12.17 for 26 single family lots, NW of Autumn Park Plat 3)**

Dean Roghair of Civil Design Advantage, 3405 SE Crossroads Drive, Suite G, Grimes was present. Roghair stated that his plat consists of 12.17 acres with 26 single family lots and is zoned R2-60. He added that this plat is located north west of Plat 3. City Engineer Gade did not have any further comments and advised that Planning and Zoning had approved the plat.

Moved by Bickford, Seconded by Altringer; Autumn Park Plat 4 Preliminary Plat shall be approved.

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

**E. 3250 SE Gateway Drive Site Plan**

Emily Harding of Civil Design Advantage, 3405 Crossroads Drive Suite G, Grimes was present on behalf of the developer, Clean Flooring. Harding advised that this property will be used for a wholesale landscaping and carpet cleaning business. She advised that the developer is seeking a waiver for the requirement of paving the storage area with concrete and proposed to use asphalt millings. Harding stated that the storage area would be holding large landscaping boulders and other materials that could potentially crack any concrete paving. She also advised that the developer would be providing berms, fencing and landscaping to screen the storage area from view. Council Member Altringer asked how the waiver for requirement for paving would work if there is a change of use. Public Works Director Joe McAreavy advised that this is something that is monitored by staff and would be a site violation if there was a change of use. Council Member Blackford asked if the bulk bins would be an issue and City Engineer Gade advised that they are being used in a nearby business with no problems as the screening was good. Gade stated that Planning and Zoning did recommend approval and approved the waiver. Moved by Altringer, Seconded by Blackford; the Site plan for 3250 SE Gateway Drive Site Plan shall be approved subject to Fox Engineering letter dated February 27, 2014 and the waiver to allow for asphalt millings on the storage area shall be approved.

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

**F. Public Hearing and Action on Amendment of Current City Budget**

Mayor Armstrong opened the Public Hearing at 6:11 pm. There being no oral or written comments, the Public Hearing was closed at 6:11 pm. City Administration Brown advised that the revenue increases were due to increases in water and sewer revenue, building development fees due to increases in housing and also an additional \$1Million in financing for the SRF loan for the new Jordan Well. Increases in spending are due to the new Jordan Well, building development fees, remodeling of the library, remodeling the old city hall and new city hall to increase efficiency of existing space. She added that one million dollars of reserved funds are being used for these projects.

Moved by Patterson, Seconded by Bickford; Resolution 03-0314 shall be approved approving the Amendment of the 2013-2014 Fiscal budget.

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

**G. Public Hearing and Action on Budget Estimate for Fiscal Year July 1, 2014-June 30, 2015**

Mayor Armstrong opened the Public Hearing at 6:15 pm. There being no oral or written comments the Public Hearing was closed at 6:15 pm.

Moved by Bickford, Seconded by Altringer; the Budget for Fiscal Year July 1, 2014 – June 30, 2015 shall be approved.

City Administrator Brown advised that the tax rate is staying the same. She advised that the rollback was increasing from 52.82 percent to 54.40 percent. Brown advised that comes out to an increase of a little over \$3.00 per month for a home valued at \$200,000. She added that all over the City valuation increased by \$29 million dollars. She stated that the \$1 million dollars from the amended budget and \$350,000 from the current budget are coming from reserves. Brown reviewed again that this would be used for parks, continued work on Glenstone Park, remodeling of the library, remodeling old city hall and new city hall. She added that along with a general fund difference of about \$200,000 she felt very confident that with the increases in valuations next year she anticipates running a balanced budget next year. Brown stated that we will be increasing two weekend shifts from 6 a.m. to 6 p.m. for the Fire Department along with an additional 40 hours a week from the Polk County Sheriff's Department and then another additional 40 hours a week the following year. She stated there has been a lot of emphasis on Public Safety this year. Council Member Patterson wanted to thank everyone at the table for having a good budget that left water rates and tax rates frozen. He added this has been true for over 10 years. He added that we are going to be able to offer more in the way of Public Safety and Economic Development which are all good things about this budget. Patterson stated that it has been a pleasure to work together. Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

## **PUBLIC FORUM**

No one addressed the Council

## **COUNCIL ACTIONS**

No Action

## **COUNCIL DISCUSSIONS**

### **1. Mayor's Report**

Mayor Armstrong advised that two members on the Park and Recreation Board are not going to be able to fill their terms on the board due to conflicts. He stated that they were Bill Breed and Don Kellogg. Mayor Armstrong advised that we have two applicants for this board and if anyone knows of someone who is interested please have them get their applications in right away. Mayor Armstrong advised that there are two open seats on the Board of Adjustment. He advised that he recommended appointing Cynthia Letch to the open position. He advised that there would still be one open position. Moved by Altringer, Seconded by Blackford; Cynthia Letsch shall be appointed to the Board of Adjustment for an open term to expire on Jan 1, 2017. Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

### **2. City Attorney's Report**

Attorney Fisk had no report.

### **3. City Engineer's Report**

City Engineer Gade had no report.

### **4. City Staff Report**

City Administrator Brown advised that she had done a questionnaire in the water bills at the Council's request regarding chickens in the City limits. Brown advised she received about 50 "yes" votes but the majority were no. She advised that the survey was also going to be coming out in the Grimes Living Magazine so she will update the Council as further surveys are received. Brown added that an idea had come up that maybe a particular piece of ground be used for this or work with the school. She stated that this could be in an agricultural area and out of residential areas.

### **5. Old Business**

None

**6. New Business**

None

**ADOURNMENT**

Moved by Altringer, Seconded by Blackford; there being no further business, the meeting shall be adjourned at 6:23 pm.

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

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

\_\_\_\_\_  
Thomas M. Armstrong, Mayor



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## Applicant License **BW0093357, AmericInn of Grimes, Grimes**

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

### LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

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

License Status: Submitted to Local Authority

Original issue date of license:  MM/DD/YYYY

Issue date of current license:  MM/DD/YYYY

License effective date:  MM/DD/YYYY

License expiration date:  MM/DD/YYYY

Number of days notice:

70 day notice:

Cancel date:  MM/DD/YYYY

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1918 SE Hulsizer Road, Ankeny, IA 50021  
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## Privileges **BW0093357, AmericInn of Grimes, Grimes**

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.  
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Select one or more of the privileges you wish to have for your Special Class C Liquor License (BW) (Beer/Wine). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:	
<input type="checkbox"/>	Class B Native Wine Permit
<input type="checkbox"/>	Class B Wine Permit (Carryout Wine - Includes Native Wine)
<input checked="" type="checkbox"/>	Living Quarters
<input type="checkbox"/>	Outdoor Service
<input checked="" type="checkbox"/>	Sunday Sales

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### Applicant BW0093357, AmericInn of Grimes, 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):  (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2:

City:

County:

Zip:

Business Phone:  Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2:

City:  State:

Zip:

Contact Name:

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### Ownership BW0093357, AmericInn of Grimes, Grimes

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

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	
Kevin Bierl	7502 E Pinnacle Peak Rd, Scottsdale, AZ, 85255	100.00 %	View

1

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
Address:	<input type="text"/>		
Address Line 2:	<input type="text"/>		
City:	<input type="text"/>	State:	<input type="text" value="Please Select"/>
Zip:	<input type="text"/>		
Position:	<input type="text"/>	SS#:	<input type="text"/>
Date of Birth:	<input type="text" value="MM/DD/YYYY"/>	% of Ownership:	<input type="text"/>
		U.S. Citizen:	<input type="text" value="Please Select"/>
<input type="button" value="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 BW0093357, AmericInn of Grimes, Grimes

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<input type="text" value="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.
<input type="text" value="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.
<input type="text" value="None"/> ▼	If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'.

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BEFORE THE GRIMES CITY COUNCIL

TOBACCO PERMIT NO. 14-006

IN RE: Kum & Go #237  
801 S 1<sup>st</sup> St.  
Grimes, Iowa 50111

**ORDER ACCEPTING  
ACKNOWLEDGMENT/SETTLEMENT  
AGREEMENT FIRST VIOLATION**

On this \_\_\_\_ day of \_\_\_\_\_, 2014, the Grimes City Council has before it the attached Acknowledgment/Settlement Agreement signed by the above-captioned permit holder.

The City of Grimes FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on December 30, 2013, and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

\_\_\_\_\_  
Mayor, City of Grimes

ATTEST BY:

\_\_\_\_\_  
Clerk, City of Grimes

\_\_\_\_\_  
Date

Original Filed.

Copy to:

Kum & Go #237  
801 S 1st St.  
Grimes, Iowa 50111

CITY OF GRIMES, IOWA

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IN RE: Kum & Go #237  
801 S 1st Street  
Grimes, Iowa 50111

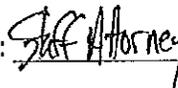
TOBACCO PERMIT NO. 14-006  
**ACKNOWLEDGMENT/SETTLEMENT  
AGREEMENT**

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The undersigned hereby knowingly and voluntarily acknowledges that it has received the Notice of Hearing and the Complaint in the above case. The undersigned hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admits that the same are true and correct. The undersigned hereby knowingly and voluntarily waives hearing, and submits to the statutory penalties prescribed by Iowa Law. The undersigned understands that this violation dated December 30, 2013, will count as an official "First Violation" of Iowa Code § 453A.2 pursuant to Iowa Code 453A.22. The undersigned has enclosed a check for the amount of three-hundred dollars (\$300.00) made payable to the "City of Grimes" to settle the above-referenced complaint.

Kum & Go #237

By:  Date: 2/20/14

Its:  (authorized officer)

**NOTE:** This must be signed by an individual with authority to bind the business entity permittee.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your three-hundred dollar (\$300.00) check made payable to the "City of Grimes," should be returned to Erik S. Fisk, Attorney for City of Grimes, 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309.

## CITY OF GRIMES

### NOTICE OF HEARING

**YOU ARE HEREBY NOTIFIED THAT** at 5:30 P.M. on Tuesday, April 8, 2014, the Grimes City Council will hold a public hearing with regard to a Resolution Vacating Public Utility Easement in Lot 28 of Bridge Creek Plat 1 at the Grimes City Hall, located at 101 NE Harvey Street, Grimes, Iowa. This public utility easement is identified by the following legal description:

The East 5.00 feet of Lot 28 in Bridge Creek Plat 1, an Official Plat in the City of Grimes Polk County, Iowa, referenced as Easement #22 in that Public Utility Line Easement document filed in Book 12760 at Page 584 in the Office of the Recorder for Polk County, Iowa, EXCEPT the North 10.00 feet thereof.

Anyone interested in this Resolution Vacating Public Utility Easement is invited to attend the hearing and comment on the proposal.

This Notice of the Hearing is given this 27day of March, 2014.

---

City Clerk Rochelle Williams

**Preparer**

**Information:** Whitfield & Eddy, P.L.C., 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309 (515) 288-6041  
Name Street Address City,State,Zip Area Code-Phone

**When Recorded Return to:**

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

RESOLUTION No. 04-0114

RESOLUTION VACATING PUBLIC UTILITY EASEMENT IN LOT 28 OF  
BRIDGE CREEK PLAT 1

WHEREAS, all prior requirements of law under Iowa Code Section 364.7 and the Grimes Code of Ordinances pertaining to the vacation of public property have been fully observed; and

WHEREAS, it is desirable that the public utility easement as more fully described herein be vacated;

WHEREAS, the Council finds that the public utility easement described herein is no longer needed for the use of the public and will be relocated and rerouted through a newly dedicated easement, and therefore, maintenance of the easement at public expense is no longer justified;

WHEREAS, the Council finds that the proposed vacation of the public utility easement proposed herein will not deny the public any right of access to their property or ability to develop their property;

WHEREAS, the Council finds that it is in the City's best interest to dispose of the public utility easement set forth herein;

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Grimes, Iowa:

SECTION 1. That a public utility easement located in Lot 28 of Bridge Creek Plat 1, and more specifically described as follows, be and is hereby vacated.

The East 5.00 feet of Lot 28 in Bridge Creek Plat 1, an Official Plat in the City of Grimes Polk County, Iowa, referenced as Easement #22 in that Public Utility Line Easement document filed in Book 12760 at Page 584 in the Office of the Recorder for Polk County, Iowa, EXCEPT the North 10.00 feet thereof.

and shall by transferred to the Plat's proprietor and/or its successors and/or assigns.

SECTION 2. That the City Clerk is hereby authorized and directed to cause certified copies of this resolution and proof of publication thereof together with proof of publication of the notice of the public hearing on this matter to be properly filed in the office of the Recorder of Polk County, Iowa.

SECTION 3. This resolution shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the council the \_\_\_\_\_ day of \_\_\_\_\_, 2014, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
TOM ARMSTRONG, MAYOR

ATTEST:

\_\_\_\_\_  
ROCHELLE WILLIAMS, CITY CLERK

STATE OF IOWA                    )  
  )ss.  
COUNTY OF POLK    )

On this \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; a municipal corporation; that the City does not have a corporate seal, and that the instrument was signed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed by the City Council under Roll Call No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2014; and Tom Armstrong, Mayor, and Rochelle Williams, City Clerk, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

ODFI/Originator

**COMPANY INFORMATION AND STATEMENT**

Company: City of Genies  
Hereafter referred to as "Company"

Tax Payer ID: 42-6004731

Approved Exposure Limit(s): Schedule [F]

This Agreement is made this 12 day of March, 2014, by and between the Company and City State Bank (hereafter referred to as "Financial Institution").

**RECITALS**

A. Company wishes to initiate credit and debit Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* (the *Rules*), and Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entries" shall have the meaning provided in the *Rules* and shall also mean the data received from the Company hereunder from which the Financial Institution prepares Entries.

**AGREEMENT**

1. *NACHA Operating Rules and Guidelines* (the *Rules*). The Company has access to a copy of the ACH Rules Corporate Edition, acknowledges receipt of a copy, or may purchase a copy if they so desire. The Company agrees to comply with and be bound by the ACH Rules Corporate Edition. In the event the Company violates any of the applicable ACH Rules Corporate Edition and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the fine to the Company. The Financial Institution agrees to inform the Company of revisions to the ACH Rules Corporate Edition of which the Financial Institution has knowledge.
2. *U.S. Law*. It shall be the responsibility of the Company to ensure the origination of ACH transactions complies with U.S. law.
3. *Governing Law*. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.
4. *Security Procedures*.

- (a) The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by the Company to the Financial Institution. The Company acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between the Financial Institution and the Company for the detection of any such error.
- (b) The Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions and network infections. The Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties.

Additionally, The Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures detailed in Schedule [A]. If the Company suspects that any such information or instructions are accessed by unauthorized persons, the Company will notify the Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

- (c) Only transactions within the United States will be allowed.

5. *Processing, Transmittal and Settlement by Financial Institution.*

- (a) Except as provided in Section 4, the Financial Institution shall (i) process Entries received from the Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an ODFI to Shazam (the "ACH Operator"), and (iii) settle Entries as provided in the *Rules*.
- (b) The Financial Institution shall transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] two business days prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day, e.g. excluding Federal Holidays. For purposes of this Agreement, Entries shall be deemed received by the Financial Institution, in the case of hand-delivered files, when received by the Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, the Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

6. *On-Us Entries.* Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with the Financial Institution (an "On-Us Entry"), the Financial Institution

shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If either of those requirements is not met, the Financial Institution shall use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. *Rejection of Entries.* The Financial Institution shall reject any Entry which does not comply with the requirements of Section 4, or which contains an Effective Entry Date more than 10 days after the business day such Entry is received by the Financial Institution. The Financial Institution shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. The Financial Institution shall have the right to reject any Entry if the Company has failed to comply with its account balance obligations under Section 13. The Financial Institution shall notify the Company by phone, electronic transmission of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. The Financial Institution shall have no liability to the Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Financial Institution, the Financial Institution shall be responsible for remaking the file. In such a case, the Company will supply sufficient information, as required in Section 24, to allow the Financial Institution to recreate the entries for up to five (5) business days after midnight of the settlement date.

8. *Cancellation or Amendment by Company.* The Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. The Company shall reimburse the Financial Institution for any expenses, losses, or damages the Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
9. *Notice of Returned Entries.* The Financial Institution shall notify the Company by phone, fax, or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one business day after the business day of such receipt.
10. *Notifications of Change.* The Financial Institution shall notify Company of all Notifications of Change received by the Financial Institution related to Entries transmitted by the Company by mail, fax or electronic transmission no later than two (2) banking days after receipt thereof. The Company shall ensure that changes requested by Notifications of Change are made within six (6) banking days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.
11. *Reinitiation of Entries.* The Company may not reinitiate Entries except as prescribed by the *Rules*.
12. *Payment by Company for Entries; Payment by ODFI for Entries.*
  - (a) The Company shall pay the Financial Institution the amount of each *credit* Entry (including On-Us Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on

the Settlement Date with respect to date of transmittal by Financial Institution of such credit Entry as the Financial Institution, at its discretion, may determine.

(b) The Company shall pay the Financial Institution the amount of each *debit* Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

(c) The Financial Institution shall pay the Company the amount of each *debit* Entry (including On-Ups Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement date with respect to date of transmittal by Financial Institution such debit Entry as the Financial Institution, at its discretion, may determine.

(d) The Financial Institution shall promptly pay the Company the amount of each *credit* Entry returned by a Receiving Depository Financial Institution pursuant to this Agreement.

13. *The Account.* The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the attached Schedule [C], and shall credit the account for any amount received by the Financial Institution by reason of the return of an Entry transmitted by the Financial Institution for which the Financial Institution has previously received payment from the Company. Such credit shall be made as of the day of such receipt by the Financial Institution. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Financial Institution may debit any account maintained by the Company with the Financial Institution or any affiliate of the Financial Institution or that the Financial Institution may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement.

Upon request of the Financial Institution, the Company agrees to promptly provide to the Financial Institution information pertaining to the Company's financial condition. The Financial Institution reserves the right to pull a credit report at any time to evaluate the Company's ongoing financial condition.

14. *Account Reconciliation and Periodic Statement.* The periodic statement issued by the Financial Institution for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify the Financial Institution within 30 days of receipt of a periodic statement, the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify the Financial Institution within 60 days of receipt of a periodic statement, the Company shall be precluded from asserting such discrepancy against the Financial Institution.

15. *Company Representations and Agreements; Indemnity.* The Company agrees that (a) each person shown as the Receiver on an Entry received by the Financial Institution from the Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by the Financial Institution as provided herein, (c) Entries transmitted to the

Financial Institution by the Company are limited to those types of Entries set forth in this Agreement – Schedule G, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Company shall be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

16. *Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.*

- (a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation to the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify the Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company or any other person described in this Section.
- (b) The Financial Institution shall only be liable for the Company's actual damages due to claims arising solely from the Financial Institution's obligations to the Company with respect to Entries transmitted pursuant to this Agreement. In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.
- (c) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (d) The Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Financial Institution's option, payment of such interest may be made by crediting the Account.

17. *Compliance with Security Procedures.*

(a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's Entry (or request) and the Company shall be obligated to pay the Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by the Company, whether or not the Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, the Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of the Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. *Inconsistency of Name and Account Number.* The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

19. *Payment for Services.* The Company shall pay the Financial Institution the charges for the services provided for herein set forth in Schedule [D]. The Financial Institution shall provide the Company written notification of changes in fees and services 30 calendar days prior to such changes going into effect. Such charges do not include, and the Company shall be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in this Agreement between the Financial Institution and the Company with respect to the Account.

20. *Amendments.* From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.

21. *Notices and Instructions.*

(a) Except as otherwise expressly provided herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule [E] attached hereto. The Company may add or delete any Authorized Representative by written notice to the Financial Institution signed by an Authorized Representatives other than that being added or deleted. Such notice shall be effective on the 5 business day following the day of the

Financial Institution's receipt. This requirement maybe adjusted by City State Bank depending on the size of the company.

- (c) Except as otherwise expressly provided herein, any written Agreement shall be delivered, or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received:

Attention: City State Bank

Address: 100 NE Jacob St

City, State, Zip: Keenes, Iowa 50111

And, if to Company, addressed to:

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

22. *Data Retention.* The Company shall retain data on file adequate to permit remaking of Entries for 5 days following the date of their transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request.

23. *Third Parties.* The Company shall enter into contract with and assume full liability for any action made by any Third-Party Processor used by the Company at its discretion to initiate Entries on its behalf. The Company will notify the Financial Institution of the use of any Third-Party. If applicable, the third parties name is N/A.

24. *Reversing Entries.* The Company shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. This notification may be made by the Company's method of choice (fax, telephone, etc.).

25. *Audit.* The Financial Institution has the right to audit the Company's compliance with the *Rules*, U.S. law, and Financial Institution policies and agreements.

26. *Termination.* The Financial Institution reserves the right to suspend or terminate this Agreement for breach of any of the *Rules* or other violation of this Agreement in a manner that permits the Financial Institution to comply with the Rules. Termination is effective immediately upon written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Financial Institution's rights or the Company's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Company with respect to services performed by the Financial Institution prior to termination. The Company may terminate this Agreement with 30 day(s) notice. Such termination shall be effective on the 3 business day following the day of the

Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice.

27. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which the Financial Institution or the Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, the Financial Institution and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
28. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between the Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject to, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment.
29. *Non-Assignment.* The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent.
30. *Waiver.* The Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect the Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
31. *Binding Agreement; Benefit.* This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
32. *Severability.* In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

City of Grimes  
Company

City State Bank  
Financial Institution

Signed By

Diane Harmening  
Signed By

Printed/Typed Name

Diane Harmening  
Printed/Typed Name

Title

Vice President  
Title

**Schedule (A)**  
**ACH Transmittal and Security Procedures**

All files will be formatted in a NACHA or other pre-approved format; transmission specifications may be established by Financial Institution.

**Security Procedures**

- (a) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication shall be deemed to have been signed by such person. Signature is not required.
- (b) The Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Company or the authenticity of any instruction, direction or information provided. The bank does not require a signature when submitting files.
- (c) The Financial Institution may, but is under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules*, or for other reasons. Such files will require authorization by an Authorized Representative of the Company before transmission to the ACH Operator.
- (d) The Financial Institution requires the following minimum levels of network and computer security for all Originators:
  - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
  - Hardware and software Firewalls.
  - Process to patch systems timely.
  - Have security procedures in place to protect the company's network from infection and breach.
  - Regular employee training.

The Company shall supply evidence to the Financial Institution of the above security within 30 business days of such request.

- (e) *Account Security*: The Financial Institution requires the following account security
  - One-Time Use PIN / Token technology.
  - Out of Band Authentication Call Backs or Email Verification, IP Address Authentication, SMS Code, etc., may be necessary.
  - The Company will not process files using Administrator credentials.
  - New or altered credentials will require authorization before becoming active.

**Electronic File Transmission**

The Company will transmit files to City State Bank, 801 Main Street, Norwalk, Iowa 50211 515-981-4234. The Company's Authorized Representative will have access to the ACH system by utilizing the pre-arranged logon procedures, remote ID, and file ID.

The Company's Authorized Representative may be required to will provide the Financial Institution with verification of the totals contained in the transmission by sending a facsimile transmission to the Financial Institution's Contact. In the event that the Company or the Authorized Representative is unable to fax the information, the Company's Authorized Representative may telephone the Financial Institution's Contact with the verification.

The Financial Institution will anticipate the receipt of an ACH file transmission from the Company on each scheduled processing date identified by the Company in writing and agreed to by the Financial Institution. The Company is responsible for ensuring that the Financial Institution receives the transmission on each processing date indicated in the processing schedule. The Company's Authorized Representative will notify the Financial Institution if a transmission will not take place on the prearranged scheduled processing date.

The Financial Institution will verify that the file totals agree with the Company information given by fax or phone. In the event of a discrepancy in the totals, the Financial Institution may call the specified Company Authorized Representative designate by an authorized signatory of the Company. If an Authorized Representative is not available for notification, the file may or may not be processed until the Company's Authorized Representative can be contacted on the next day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for ACH money transfer. The Company agrees to comply with written procedures and security enhancements provided by the Financial Institution for the creation, maintenance, and initiation of ACH money transfers.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures for use of the program.

**Schedule [B]  
ODFI Processing Schedule**

Consumer *Debit* Transactions

<b>Delivery Method</b>	<b>Deadline</b>	<b>Day of Delivery</b>
Transmission- Direct Online Banking	4:00pm.	<u>2</u> Business Days Prior to Effective Entry Date

Consumer *Credit* Transactions

<b>Delivery Method</b>	<b>Deadline</b>	<b>Day of Delivery</b>
Transmission- Direct Online Banking	4:00pm.	<u>2</u> Business Days Prior to Effective Entry Date



Date: March 21, 2014

To: City of Grimes

From: Steve Robinette & Mark Devine, Lead Operators

Joel Royer, Ernie Vieth, Rob Crandell, David Guthrie Operators

O & M Report: March 2014

### **Water Operation & Maintenance**

Winter maintenance is complete at the water treatment plant so we are ready to test run the new Jordan water through the plant to see what sort of operational changes we will need to make in the future when we start using the well more frequently. Unfortunately, as of today, we are still waiting on Mid-American and the electrical subcontractor to finish their remaining work before we can start.

This month we also did some extensive maintenance at the old WTP to ensure, if needed, we will be able to operate it with minimal disruptions. In addition, we moved the majority of our meter parts and meter bench testing equipment to the shop at the current WTP site in preparation for building renovations this Fall.

### **Wastewater Operation & Maintenance**

The wastewater treatment plant is now set up for, what we hope are plentiful, Spring rains. We have repaired most of the equipment that took some damage from the cold temperatures and ice but are waiting for the ground to thaw before we fix the yard hydrant that broke last month. Otherwise the wastewater plant has been operating great as usual.

### **Distribution Operation & Maintenance**

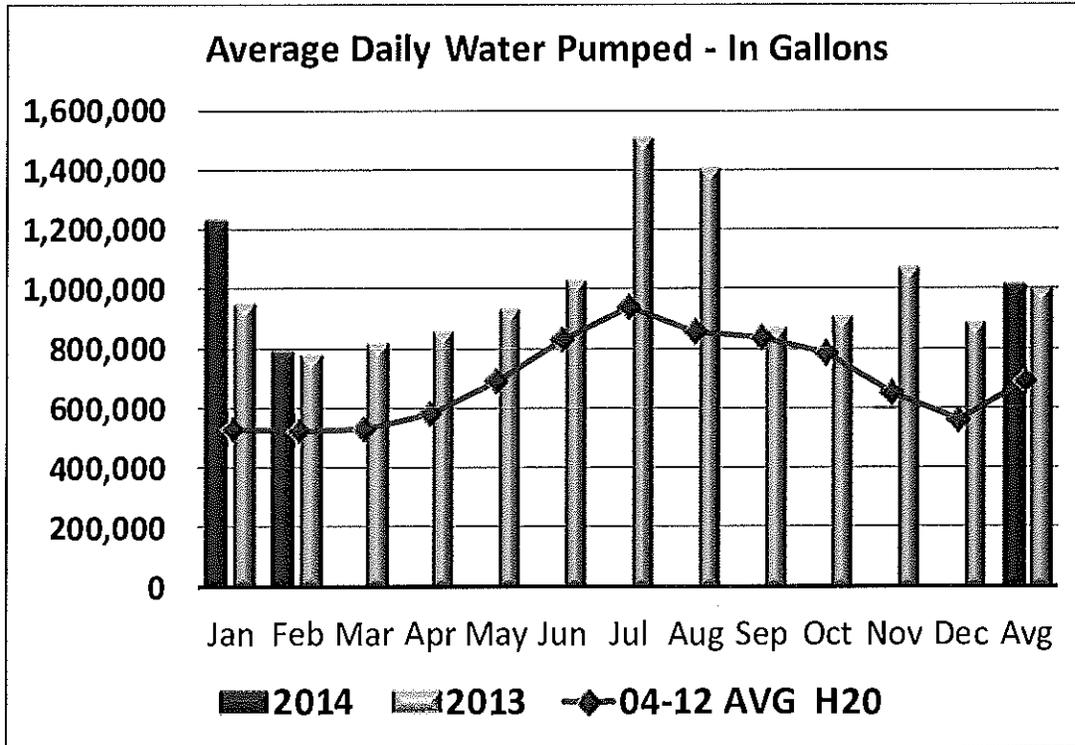
The first week of April we plan to do some abbreviated hydrant flushing throughout town. Due to the drought the past couple years we have not been able to flush the water distribution as we normally do. So, we plan to flush areas that are known to us that need more frequent cleaning. Of course, this Fall, we will be able to complete our full flushing program as scheduled.

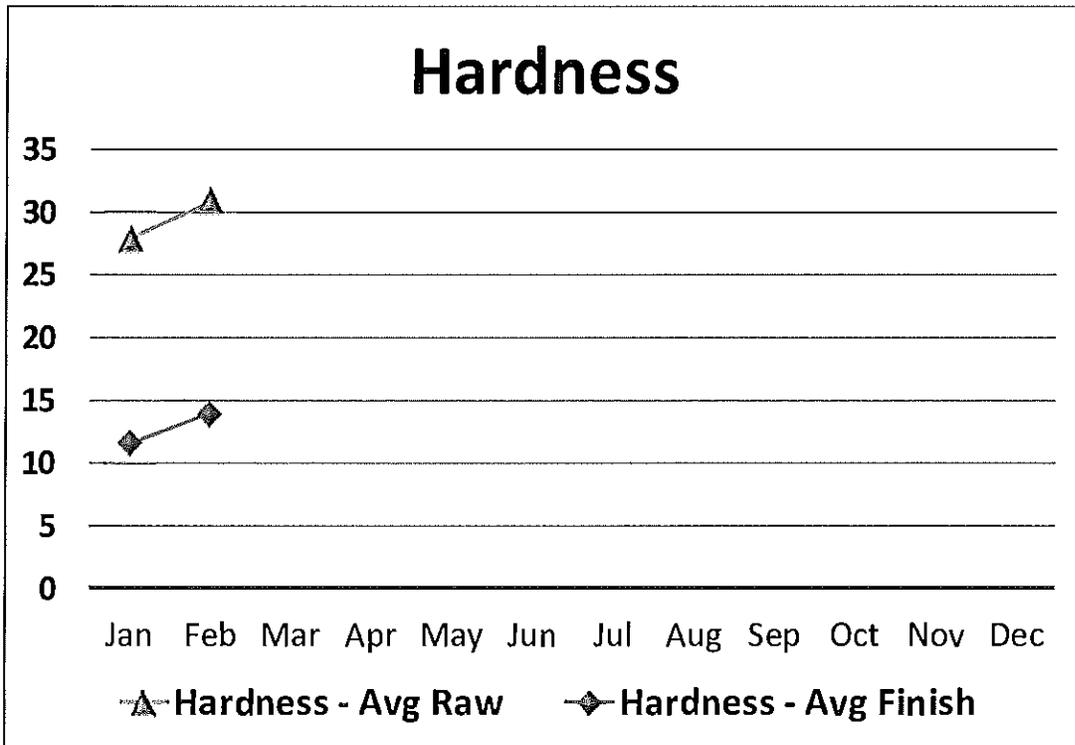
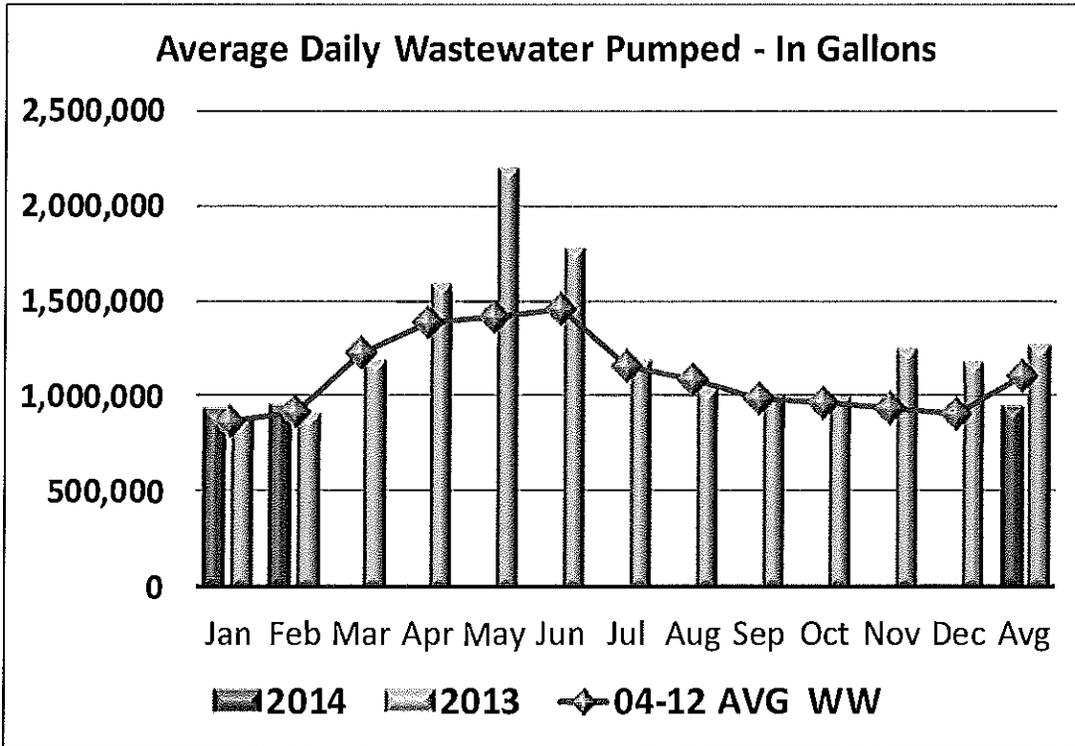
This week we had only our second water main break of the season at the corner of NE Ewing and 4<sup>th</sup>. This one, as usual, was a sheer break on one of the few remaining older 4" lines we have in the system.

# PeopleService<sup>INC.</sup>

Water & Wastewater Professionals

		Feb-14	Jan-14	Feb-13
<b>Water</b>				
Average Daily Pumped	gallons	796,000	1,233,000	780,000
Maximum Daily Pumped	gallons	1,532,000	1,534,000	943,000
Minimum Daily Pumped	gallons	664,000	857,000	641,000
<b>Hardness</b>				
Hardness - Avg Raw	grains	30.90	27.90	25.70
Hardness - Avg Finish	grains	13.90	11.60	9.00
<b>Iron mgl</b>				
Avg Raw	mg/L	7.63	5.87	5.50
Avg Finish	mg/L	0.31	0.34	0.11
<b>Flouride mgl</b>				
Avg Raw Fl.	mg/L	0.30	0.30	0.38
Avg Finish Fl.	mg/L	0.71	0.67	0.66
<b>Wastewater</b>				
<b>BOD</b>				
BOD Effluent Avg	mg/L	1.3	1.8	3.1
BOD Effluent Permit Limit	mg/L	25	25	25
<b>TSS</b>				
TSS Effluent Avg	mg/L	11.5	14.5	5.3
TSS Effluent Permit Limit	mg/L	30	30	30
<b>Nitrogen Ammonia</b>				
NA Effluent Avg	mg/L	0.63	0.08	0.09
NA Effluent Permit Limit	mg/L	6.2	6.2	6.2
<b>Effluent Flow</b>				
Average Daily	gallons	952,000	930,000	910,000
Maximum Daily	gallons	1,684,000	1,258,000	1,055,000
Minimum Daily	gallons	804,000	821,000	856,000
<b>Distribution</b>				
Work Order	#	155	97	65
Locates	#	97	88	98
<b>Meters Installed</b>				
Residential	#	14	18	4
Commercial	#	1	1	0
Temp Hydrants	#	0	1	1
Disconnect Notices	#	75	95	53
Sevice Disconnected	#	14	10	7
Hydrants flushed	#	3	2	0
Valves Excercised	#	2	3	3
Manholes Inspected	#	7	6	4
<b>Service Lines Inspected</b>				
Water Lines	#	6	9	6
Sewer Lines	#	6	9	6
Storm Sewers	#	9	9	6







March 20, 2014

Mayor & City Council  
City of Grimes  
101 NE Harvey  
Grimes IA 50111

**ASR Well No. 1, Well Pump and Control Building Improvements - Recommendation of Award**  
*FOX Ref No: 3364-13A.440*

Dear Mayor and City Council

The purpose of this letter is to summarize recent construction bid activities regarding the ASR Well No. 1 project and to transmit our recommendation to you for your consideration.

Bids for the project were received and opened on March 18, 2014 at 2:30 p.m. Four (4) bids were received. Bids ranged from \$1,586,000.00 to \$1,695,700.00. Our Opinion of Probable Construction Cost for this project was \$1,660,000. A bid tabulation summary is enclosed for your reference.

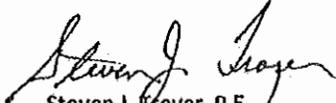
Based on the number of bids received and the small difference among the bid amounts, we believe that the low bid represents a valid cost for the project under the present conditions. The construction documents established that the contract will be awarded to the lowest responsive, responsible Bidder whose bid is in the best interest of the Project. C.L. Carroll Co., Inc., Des Moines, IA, submitted the apparent low bid.

We believe C.L. Carroll Co., Inc. has a practical knowledge of the work, adequate equipment, and supervisory personnel to complete the work. Performance of the construction work will be backed with a 100% performance and payment bond. We also believe that their proposal is reasonable relative to the other bidders and the Engineer's Opinion of Probable Cost.

Therefore, we recommend that the contract for the project be awarded to C.L. Carroll Co., Inc., Des Moines, IA. IDNR has already issued a construction permit for this project.

Please feel free to contact us if you have any questions or comments regarding this recommendation.

Sincerely,  
FOX Engineering Associates, Inc.

  
Steven J. Froyer, P.E.  
Project Manager

Enclosure

BID TABULATION

ASR WELL NO. 1, WELL PUMP AND CONTROL BUILDING IMPROVEMENTS  
Grimes, Iowa

BID DATE: March 18, 2014  
FOX PN: 3364-13A-440

CHECK OR BID BOND	ENGINEER'S ESTIMATE	C.L. Carroll Co., Inc. 3823 8th Avenue Des Moines, IA 50313	Two Rivers Group, Inc. 4257 NE 80th St Altoona, IA 50009	Edgo Commercial 3155 SE Mahe Dr, STE 2 Grimes, IA 50111	Woodruff Construction LLC 1890 Kourty Lane Fort Dodge, IA 50501
DESCRIPTION		Bid Bond	Bid Bond	Bid Bond	Bid Bond
		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
LUMP-SUM BID PRICE	\$ 1,660,000.00	\$ 1,586,000.00	\$ 1,587,600.00	\$ 1,690,700.00	\$ 1,693,700.00
Adjustment No. 1 Clay Tile Repair		\$ 9.00	\$ 9.50	\$ 32.00	\$ 75.00

**CITY OF GRIMES  
NOTICE OF HEARING AND INVITATION TO BID  
FOR**

**ASR Well No. 1  
Well Pump and Control Building Improvements  
Grimes, Iowa**

**NOTICE IS HEREBY GIVEN:**

Sealed proposals will be received by the City Clerk, City of Grimes, Iowa, in her office at City Hall, 101 NE Harvey, Grimes, Iowa, until 2:30 PM (local time) on March 18, 2014, for the project described as ASR Well No. 1, Well Pump and Control Building Improvements, Grimes, Iowa, as hereinafter described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk. Proposals will be opened and read at City Hall at 2:30 PM (local time) on March 18, 2014. Proposals will be acted upon by the City Council at a meeting to be held at 5:30 PM on March 25, 2014 in the City Council Chambers, Grimes, Iowa or at such later time as may be designated at said meeting.

At 5:30 PM on March 25, 2014 at the regularly scheduled Grimes City Council meeting in the City Council Chambers, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows: Installation of a new ASR well pump, demolition of existing water treatment plant equipment, installation of chemical feed systems, installation of piping and valves, HVAC and plumbing replacement, building renovations, structural modifications, and installation of associated electrical equipment.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the Grimes City Council.

Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, ASR Well No. 1, Well Pump and Control Building Improvements, Grimes, Iowa. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Grimes, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Grimes, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash from the following sources: Cash from any fund of City of Grimes, Iowa, which may be legally used for such purposes; proceeds derived from the sale and issuance of Utility Revenue Bonds, or Federal or State grants or loans.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

The work under the proposed contract shall commence within thirty (30) days of the written "Notice to Proceed." Demolition and new construction work on the former Water Treatment Plant and well cannot begin until October 1, 2014. The work shall be substantially completed by June 1, 2015, and with final completion by July 1, 2015, subject to any changes granted by the Owner.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

The Owner reserves the right to reject any or all proposals and to waive informalities.

The successful bidder will be required to furnish a bond in an amount equal to 100% of the contract price, and said bond to be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and the warranty of the materials and workmanship for not less than two (2) years from the time of acceptance of said Improvements by the City Council.

Bidding Requirements and Contract Documents governing the construction of the proposed Improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said Improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed forty-five (45) days from the date of receipt of proposals.

Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com). Prospective bidders may download the digital plan documents at no cost, but must input the Quest project cost number 3064781 on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from [www.questcdn.com](http://www.questcdn.com), then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Copies of said Bidding Requirements and Contract Documents are now on file in the office of the City Clerk, City Hall, Grimes, Iowa, for examination by prospective bidders, and prospective bidders may obtain copies from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010. A deposit charge of \$100.00 per set of Bidding Requirements and Contract Documents will be made, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Published by order of the City Council of Grimes, Iowa

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City Clerk



THOMAS J. MILLER  
ATTORNEY GENERAL

## Department of Justice

ADDRESS REPLY TO:  
1305 E. WALNUT STREET  
DES MOINES, IOWA 50319  
TELEPHONE: 515/281-5164  
FAX: 515/281-4209

February 13, 2014

Dear City Clerk/County Auditor:

On behalf of the State of Iowa, this is to inform you of recent tobacco retailer sales to minors check failures in your community. These failures are highlighted on the enclosed list. Under Iowa Code chapter 453A, a local jurisdiction wishing to pursue a civil prosecution of tobacco retailer violations must do so within sixty (60) days of the date of adjudication of the underlying criminal offense. Jurisdiction for the prosecution transfers to the State after the 60-day period has elapsed.

### THE IOWA PLEDGE PROGRAM AND IOWA'S TOBACCO LAWS

The Iowa Alcoholic Beverages Division, through the *Iowa Pledge* program, works with local law enforcement and the Iowa State Patrol to conduct compliance checks at all Iowa tobacco retailers. Employees of establishments who sell tobacco products to minors during these checks are issued a criminal citation, and the cases are prosecuted as simple misdemeanors, usually in magistrate court. Iowa law provides for a civil administrative sanction against the retail permit holder if the permit holder, or an employee of the permit holder, is cited for selling tobacco products to a minor. Civil penalties are mandatory and are explained fully in the enclosed materials.

### WHAT YOU CAN DO

The enclosed materials include a list of the violations by retail employees in your jurisdiction. Please contact the county clerk of court and ask that they advise you of the adjudication date of the violation if you wish to pursue the mandatory civil sanctions. As noted above, the local jurisdiction has 60 days from the date of adjudication to request the civil penalty before the local licensing body. The city or county attorney (as the case may be) may initiate the civil prosecution before the permit issuing authority. After the prosecution has been completed, please provide me with a copy of the order from the city council (or board of supervisors), minutes of the council or board meeting, or other indicia that the licensing authority has acted on this matter.

After sixty days, jurisdiction transfer to the state by statute and the Iowa Attorney General's office, on behalf of the Iowa Alcoholic Beverages Division, will initiate a civil

prosecution in front of an Administrative Law Judge. If we do not hear from you, we will initiate this action sixty days after the adjudication of the underlying criminal offense.

If the prosecution is initiated locally, the local authority receives any fines paid by the defendant retailer. If the State prosecutes the matter, any fines assessed go to the tobacco retailer training fund.

### **RESOURCES**

The Attorney General's office has a prosecution manual and sample complaint forms that local prosecutors may use if cases are pursued at the local level. Please contact Assistant Attorney General Kristin W. Ensign with questions regarding this letter or to request a manual at 515.281.8480 or [kristin.ensign@iowa.gov](mailto:kristin.ensign@iowa.gov).

Sincerely,



KRISTIN W. ENSIGN  
Assistant Attorney General

Enclosures

**The following penalties shall be assessed:**

1. 1<sup>st</sup> violation: \$300.00 fine. Failure to pay this penalty as ordered shall result in automatic suspension of the permit for 14 days. Iowa Code section 453A.22(2)(a).
2. 2<sup>nd</sup> violation within 2 years: \$1,500.00 fine or 30 day suspension. Iowa Code section 453A.22(2)(b).
3. 3<sup>rd</sup> violation within 3 years: \$1,500.00 fine and 30 day suspension. Iowa Code section 453A.22(2)(c).
4. 4<sup>th</sup> violation within 3 years: \$1,500.00 fine and 60 day suspension. Iowa Code section 453A.22(2)(d).
5. 5<sup>th</sup> violation within 4 years: Revocation. Iowa Code section 453A.22(2)(e).

If the employee of a retailer violates section 453A.2(1), the retailer may use an affirmative defense once in a four-year period if the employee holds a valid certificate of completion of the tobacco compliance employee training program provided by the Alcoholic Beverages Division. The retailer shall not be assessed a penalty under subsection 2, and the violation shall be deemed not to be a violation of section 453A.2(1) for the purpose of determining the number of violations for which a penalty may be assessed.



Main Menu | Retailers List | Retailer Details | eMail | HELP | Logout

Iowa Alcoholic Beverages Division  
Tobacco Enforcement Program  
Edit Compliance Check



Retailer: Krueger BP  
Contractor: Polk County Payment:  Active  Inactive  
Date Created: 1/2/2014 10:28:00 AM Synar Check: NO

Results:  Compliant  
 Not Compliant  
 Unable to Complete

If unable to complete compliance check select reason:  
None Selected

Date Checked: 12/30/2013 Time: 09:40 Fiscal Year: 2014  
(MM/DD/YYYY) (24:00) Military Time  
Officer: TRENTON D LUMLEY 77-97  
First Name MI Last Name Badge Number  
Case Number: 36395 Department: PCSO  
Clerk: DONALD W KRUEGER  
First Name MI Last Name  
Clerk Gender:  Male  Female

I have issued a criminal citation to the clerk listed above for selling tobacco to a person under age eighteen. Iowa Code 2001 453A.2(1).

Confidential Informant: Age 17 CI Gender  Male  Female CI Number 4032  
(must be last 4 digits of CI's DL)

Race/Ethnicity:  White  Asian  African American  Native American  Hispanic  Other

Attempted purchase item:  Cigarettes  Smokeless Tobacco  Other Tobacco Product

Age Requested:  Yes  No  
ID Requested:  Yes  No

Comments: ASKED FOR BIRTHDATE (NOT AGE) ONLY. SAID HE DIDN'T NEED ID WHEN SHE STARTED TO GET IT OUT.

Main Menu | Retailers List | Retailer Details | eMail | HELP | Logout

CITY OF GRIMES, IOWA

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IN RE: Kruegers BP  
1905 SE 37<sup>th</sup> Street  
Grimes, Iowa 50111

TOBACCO PERMIT NO. 14-004

HEARING COMPLAINT

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The City of Grimes, by and through undersigned counsel, hereby makes the following complaint against Krueger Enterprises, cigarette permit holder.

1. Iowa Code section 453A.2(1) provides that, "A person shall not sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."

2. Iowa Code section 453A.22(2)(b) provides that if a permit holder or an employee of a permit holder has violated Iowa Code section 453A.2(1) twice within a two year period, the permit holder shall be assessed a civil penalty of fifteen hundred dollars (\$1500.00) or the retailer's permit shall be suspended for a period of thirty days for the second violation of Iowa Code section 453A.2(1).

3. On or about December 30, 2013, Krueger Enterprises held a retail cigarette permit obtained under Iowa Code section 453A.13(2)(a) from City of Grimes, Iowa for Krueger BP, a retailer as defined in Iowa Code section 453A.1(21).

4. On or about November 24, 2012, Michael Sears, an employee of the permit holder (Krueger Enterprises), sold tobacco products to a person under eighteen years of age.

5. On December 4, 2012, Michael Sears pled guilty to selling tobacco products to a person under eighteen years of age.

6. On or about December 30, 2013, Donald Krueger, an employee of the permit holder (Krueger Enterprises), sold tobacco products to a person under eighteen years of age.

7. On January 31, 2014, Donald Krueger pled guilty to selling tobacco products to a person under eighteen years of age.

WHEREFORE, the undersigned requests that the City of Grimes find that an employee of the permit holder or permit holder has committed a second violation of Iowa Code section 453A.2(1) and enter the appropriate remedy against Krueger Enterprises.

Whitfield & Eddy, P.L.C.

By:  \_\_\_\_\_

ATTORNEY FOR CITY OF GRIMES

Original Filed.

Copy to:

Krueger Enterprises  
P.O. Box 65010  
West Des Moines, Iowa 50265

RE: Krueger BP  
1905 SE 37<sup>th</sup> Street  
Grimes, Iowa 50111

CITY OF GRIMES, IOWA

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IN RE: Kruegers BP  
1905 SE 37<sup>th</sup> Street  
Grimes, Iowa 50111

TOBACCO PERMIT NO. 14-004  
**ACKNOWLEDGMENT/SETTLEMENT  
AGREEMENT**

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1. The undersigned hereby knowingly and voluntarily acknowledges the following:
  - a. Kruegers BP and Krueger Enterprises have received the Complaint in the above case.
  - b. The facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, are true and correct.
  - c. Krueger Enterprises has the right to a hearing and voluntarily waives same and submits to the statutory penalties prescribed by Iowa law.
  - d. Donald Krueger, an employee of Kruegers BP, sold tobacco to a minor on December 30, 2013, in violation of Iowa Code section 453A.2.
  - e. The violation noted in paragraph "d" herein will count as an official second violation of Iowa Code section 453A.2 pursuant to Iowa Code section 453A.22.
2. To settle the above-referenced Complaint (check one):

\_\_\_\_\_ enclosed with this Acknowledgment/Settlement Agreement is a check in the amount of \$1500.00 made payable to City of Grimes OR

\_\_\_\_\_ acknowledgment of a thirty day suspension beginning on the date that will be specified in the official order received from City of Grimes.
3. Krueger Enterprises acknowledges that in order to conclude this matter the Mayor of Grimes must approve this settlement agreement.

\_\_\_\_\_  
Krueger Enterprises

\_\_\_\_\_  
printed name of signator

\_\_\_\_\_  
Date

**NOTE:** This must be signed by an individual with authority to bind the business entity permittee.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your one-thousand five-hundred dollar (\$1500.00) check made payable to the "City of Grimes," or acknowledgment of a thirty day permit suspension should be returned to Erik S. Fisk, Attorney for City of Grimes, 317 Sixth Ave., Suite 1200, Des Moines, Iowa 50309.

Given to Erick F 11/09/14

01/07/2014

Grimes City Clerk

City Hall

101 N. Harvey Street

Grimes, Iowa 50111

Dear: City Attorney

In cooperation with the Iowa Alcoholic Beverages Division, I conducted tobacco compliance checks at business in your city that have tobacco permits issued by your city. The following business failed the compliance check and sold to the underage youth:

Kruegers BP  
1905 SE 37 st  
Grimes, Ia 50111

also not compliant 11/24/2012  
3/27/2010  
2/25/2009  
3/26/2006

Kum and Go  
801 E 1<sup>st</sup>  
Grimes, Ia 50111

also not compliant 11/8/2008  
3/9/2008

I have issued a citation to the clerks for selling tobacco to the underage youth. If you have any questions please feel free to contact me at 515-286-3306.

Sincerely,



Deputy T. Lumley  
Polk County Sheriff's Office

## SECTION 00 11 15 – NOTICE OF PUBLIC HEARING AND ADVERTISEMENT FOR BIDS

Public notice is hereby given that the City Council of the City of Grimes will conduct a public hearing at 101 NE Harvey Street, Grimes, IA 50111, on plans, specifications, form of contract and award of contract for the City Hall Interior Improvements construction project at 101 NE Harvey Street, Grimes, IA 50111, on April 22, 2014 at 5:30 PM. This notice is given by order of the Grimes City Council, City of Grimes, at 101 NE Harvey Street, Grimes, IA 50111.

Sealed bids for the City Hall Interior Improvements project will be received by the City of Grimes at the City Hall, 101 NE Harvey Street, Grimes, IA 50111 until 2 PM local time on April 17, 2014 and will be publicly opened and read aloud for the following public improvements:

The Project includes, but is not limited to, partial remodeling of existing City of Grimes City Hall and City of Grimes Chamber facilities, including related mechanical and electrical construction.

Bids will be received for a single prime contract.

Bidding documents may be examined at the following places:

Master Builders of Iowa (Electronic Plan Room only), 221 Park Street, Box 695, Des Moines, IA 50303

Bidding Documents may be obtained from Beeline + Blue, 2507 Ingersoll Avenue, Des Moines, IA 50312; Phone: (515-244-1611)

Plan deposit, of \$50.00 per set, will be returned to Bidder when bid documents are returned in good condition.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Refer to other bidding requirements described in Division 01 Section "Instructions to Bidders".

Each bid shall be submitted on the Bid Form provided with the Bidding Documents and accompanied by a bid security as set forth in the Instructions to Bidders, in the amount of five (5) percent of the total bid.

Performance Bond Requirement: 100% of contract amount.

No bid may be withdrawn for a period of 30 calendar days after the date of opening.

A Prebid Conference will be held at 10 AM, April 3, 2014, at City Hall, 101 NE Harvey Street, Grimes, IA.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

To the extent permitted by law, the Owner reserves the right to waive minor irregularities and to reject any and all bids.

This project is sales tax exempt. The Owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract.

Owner:

**City of Grimes**

101 NE Harvey Street, Grimes, IA 50111

Architect of Record:

**RDG Planning & Design**

301 Grand Avenue, Des Moines, Iowa 50309

Phone: (515) 288-3141 Fax: (515) 288-8631

**END OF SECTION 00 11 15**

GRIMES - CITY HALL | CHAMBER

RDG #2014.401.00

NOTICE OF PUBLIC HEARING AND  
ADVERTISEMENT FOR BIDS

00 11 15 - 1



## ORDINANCE #626

**AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 165.05 BY CHANGING THE ZONING OF THE BELOW DESCRIBED PROPERTY KNOWN AS PRAIRIE BUSINESS PARK APPROXIMATELY 15.71 ACRES THAT FRONT JAMES STREET WHICH IS CURRENTLY ZONED A-1 AGRICULTURAL DISTRICT TO M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL WITH RESTRICTIONS.**

SECTION 1. Purpose. The purpose of this Ordinance is to amend the official zoning map and the comprehensive land use map by changing approximately 15.71 acres currently zoned A-1 Agricultural to M-1A Commercial and Limited Light Industrial

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances Section 165.05 the official zoning map shall be amended as follows and this ordinance shall be noted in the Editor's Note located after Section 165.47.

LEGAL DESCRIPTION  
Prairie Business Park

**PROPOSED 15.71 acres from A-1 Agricultural to M-1A Commercial and Limited Light Industrial With Restrictions**

### PROPERTY DESCRIPTION:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THE EAST 700 FEET, OF SECTION 17, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF GRIMES, POLK COUNTY, IOWA.

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

SAID TRACT OF LAND CONTAINS 15.71 ACRES MORE OR LESS.

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

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

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

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

Passed by the City Council and approved by the City Council on this day of \_\_\_\_\_ 2014.

ATTEST:

\_\_\_\_\_  
Thomas M. Armstrong, Mayor

\_\_\_\_\_  
Rochelle Williams, City Clerk

Preparer

Information: City of Urbandale, 3600 86<sup>th</sup> Street, Urbandale, Iowa 50322 Phone (515) 278-3950

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**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GRIMES AND THE CITY OF URBANDALE  
FOR THE 2014 HMA PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF GRIMES, IOWA, a municipal corporation ("Grimes") and the CITY OF URBANDALE, IOWA, a municipal corporation ("Urbandale") (Grimes and Urbandale are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Grimes and Urbandale deem it beneficial to jointly undertake a public improvement project involving the installation of six inches of asphalt on 142<sup>nd</sup> Street; and

WHEREAS, under Chapter 28E of the Code of Iowa, Grimes, as a public agency, may enter into an Agreement with Urbandale, another public agency, to provide services to the mutual advantage of both agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the construction of certain roadway improvements in Grimes and Urbandale, including the installation of six inches of asphalt on 142<sup>nd</sup> Street from approximately ¼ mile south of Waterford Road/ SW 37<sup>th</sup> Street to Waterford Road/ SW 37<sup>th</sup> Street including the intersection, and other asphalt work in locations entirely in the City of Urbandale as generally summarized in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include the actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is \$900,173, as set forth in Exhibit B attached hereto and incorporated herein by this reference. The estimated allocation of the Total Project Cost for the 142<sup>nd</sup> Street portion of the Project is set forth in Exhibit B.

2. Lead Agency/Project Approval. Urbandale will serve as the lead agency for the Project, and will enter into the construction contract for the Project. The Cities agree, however, that each City must approve the construction drawings for the Improvements located within that

City's corporate boundaries before the bid documents may be prepared. The Cities also agree that Urbandale will not enter into the Construction Contract until the bids for the Improvements Contract have been considered and a bid accepted by both the Grimes City Council and the Urbandale City Council. The City of Urbandale will be the lead agency, responsible for the general construction administration of the project and daily construction inspection.

3. Allocation of Funding between Cities. The Cities acknowledge and agree that the actual project construction costs will be based on the actual work occurring on 142<sup>nd</sup> Street. In exchange for the City of Urbandale previously constructing approximately ¼ mile of six inch asphalt on 142<sup>nd</sup> Street, the City of Grimes will pay for 100% of the improvements on 142<sup>nd</sup> Street included in this agreement. All other work within the City of Urbandale will be paid 100% by the City of Urbandale.

4. Acquisition of Right-of-Way and Easements. Each City acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements for the Project if required. None are anticipated.

5. Termination. Prior to the award of the Contract, either City may terminate this Agreement by providing the other City with written notice not less than thirty (30) days prior to the effective date of the termination.

6. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

To Urbandale:                      City Manager  
   City of Urbandale  
   3600 86<sup>th</sup> Street  
   Urbandale, IA 50322

To Grimes:                              City Administrator  
   City of Grimes  
   101 NE Harvey Street  
   Grimes, IA 50111

or to such other address or person as hereafter shall be designated in writing by the applicable party.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full

force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

8. Filing/Recording of Agreement. After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

9. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

10. Administrators. The Grimes City Administrator and the Urbandale Director of Engineering and Public Works shall be the designated administrators of this Agreement.

11. Duration. This Agreement will go into effect upon passage by the Grimes City Council and the Urbandale City Council, and filing and recording as provided in paragraph 8 of this Agreement. This Agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the Cities, (b) it is terminated in accordance with paragraph 5 of this Agreement, or (c) the improvements associated with the Project are accepted by the Cities, and Grimes has paid to Urbandale the actual Total Project Costs as outlined in this Agreement.

IN WITNESS WHEREOF, the Cities have executed this Agreement effective as of the date first above written.

CITY OF GRIMES, IOWA

By: \_\_\_\_\_

Tom Armstrong, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Rochelle Williams, City Clerk

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared Mayor, Tom Armstrong and Rochelle Williams, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the – \_\_\_\_\_ day of \_\_\_\_\_, 2014, and that Tom Armstrong and Rochelle Williams acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the  
State of Iowa

CITY OF URBANDALE

By: \_\_\_\_\_  
Mayor, Robert Andeweg

(SEAL)

ATTEST:

\_\_\_\_\_  
Deb Mains, City Clerk

STATE OF IOWA    )  
                          ) ss:  
COUNTY OF POLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, \_\_\_\_\_, a Notary Public in and for the State of Iowa, personally appeared Mayor Robert Andeweg and Deb Mains, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the – \_\_\_\_\_ day of \_\_\_\_\_, 2014, and that Robert Andeweg and Deb Mains acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the  
State of Iowa

Exhibit A

Project Location

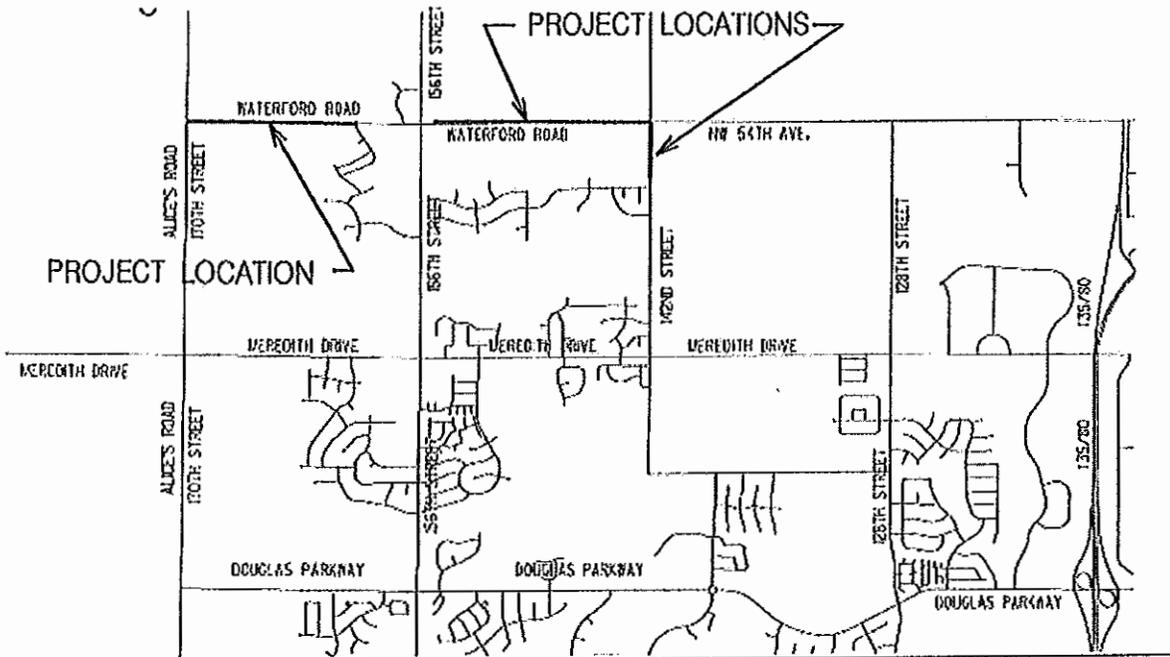


Exhibit B

Estimated Total Project Cost

Project including 142 <sup>nd</sup> Street work					
Item	Description	Unit	Qty	Unit Cost	Extension
1	HMA Patching 4"	SY	2467	\$50.00	\$123,350.00
2	Grading	SY	12428	\$1.50	\$18,642.00
3	Subgrade Repair	TON	200	\$30.00	\$6,000.00
4	Pavement Scarification	SY	151.7	\$20.00	\$3,034.00
5	Intermediate Course, 1/2 In Mix	TON	3760	\$95.00	\$357,200.00
6	Surface Course, 1/2 In Mix	TON	3510	\$96.00	\$336,960.00
7	Shoulder Rock	TON	750	\$50.00	\$37,500.00
8	Painted Pavement Markings	STA	365.8	\$15.00	\$5,487.00
9	Traffic Control	LS	1	\$12,000.00	\$12,000.00
TOTAL					\$900,173.00

142nd Street only					
Item	Description	Unit	Qty	Unit Cost	Extension
1	Grading	SY	4044	\$1.50	\$6,066.00
2	Subgrade Repair	TON	50	\$30.00	\$1,500.00
3	Intermediate Course, 1/2 In Mix	TON	550	\$95.00	\$52,250.00
4	Surface Course, 1/2 In Mix	TON	550	\$96.00	\$52,800.00
5	Painted Pavement Markings	STA	45.8	\$15.00	\$687.00
6	Traffic Control	LS	1	\$3,000.00	\$3,000.00
TOTAL					\$116,303.00

**AGREEMENT FOR COOPERATIVE PUBLIC SERVICE  
BETWEEN  
POLK COUNTY, IOWA  
AND  
THE CITY OF GRIMES, IOWA**

THIS AGREEMENT is made and entered into, by and between Polk County, Iowa, hereinafter referred to as the County, and the City of Grimes, Iowa, hereinafter referred to as the City.

The purpose of this Agreement is to establish the terms and conditions between the County and the City for backup building inspection services.

The County, through their Public Works Department, shall continue to provide permitting and scheduling of all inspections for all permits issued by the County.

The City, at the request of the County, shall provide building inspections on behalf of the County in a backup role when the need arises.

The County will provide the City forty eight (48) hours advance notice of the need for building inspection services. The County will provide the City a list of scheduled inspections via email prior to each day inspection services is provided. In the event of emergency, The City shall inform the County whether or not the services can be provided as soon as possible so that other arrangements may be made.

The City shall conduct building inspections with a City building inspector and provide results of each inspection to the County upon completion the inspection.

The County will provide the City with documentation necessary to conduct the inspection.

The County may attend any building inspections with the City inspector conducted for the County.

At all times the City Inspector will remain an employee of the City while performing in accordance with this agreement.

The County will reimburse the City at a rate of \$75.00 per hour for building inspections from the time the inspector leaves the City to the inspection and upon their return to the City, except for breaks and lunch periods.

This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the 31<sup>st</sup> day of December 2014 unless renewed by Resolution and Motion prior to that date.

1. The Director of Public Works shall administer performance of this Agreement for the County. The City Administrator for the City shall administer performance of this Agreement for the City.
2. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least thirty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any liability or obligations, including financial, arising during the term of this Agreement.
3. In the event of a breach by the County or the City of this agreement, said breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
4. This is the entire Agreement between the parties and it may be amended only upon the agreement of all parties and only in writing.

5. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

**EXECUTION OF AGREEMENT**

**IN WITNESS THEREOF**, the County has caused this Agreement to be executed in two (2) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Polk County, Iowa  
Board of Supervisors

Attest \_\_\_\_\_  
Auditor

\_\_\_\_\_  
Chairperson

**EXECUTION OF AGREEMENT**

**IN WITNESS THEREOF**, the City of Grimes has caused this Agreement to be executed in two (2) separate counterparts, each of which shall be considered an original.

Executed by the City of Grimes, Iowa

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

City of Grimes

Attest \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



March 14, 2014

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

Re: Hunter Farms Developer's Agreement for South East 19<sup>th</sup> Special Assessment  
FOX Ref No: 1005-13A

Dear Mayor and City Council:

Representatives from Hunter Farms met with City of Grimes' representatives on Tuesday March 11, 2014 to come to an agreement as to how much Hunter Farms should be assessed for SE 19<sup>th</sup> Street Improvements and how to complete acquisition of needed right of way for the SE 19<sup>th</sup> Street project.

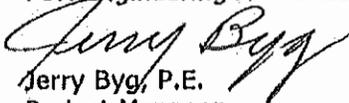
The agreement proposed from this meeting is:

1. Hunter Farms will donate street right of way, utility easement, storm sewer easement and temporary easement to the City of Grimes and the City will accept the donation of the right of way and easements valued at \$200,000.
2. Hunter Farms will agree to be assessed up to \$350,000 for SE 19<sup>th</sup> Street Improvements. This is the same amount that the developers of Princeton Subdivision agreed to pay for Improvements to SE 19<sup>th</sup> Street.
3. Hunter Farms will agree to be assessed the cost of extending 8" water main across SE 19<sup>th</sup> Street at SE Princeton Drive, SE Destination Drive, and SE Meihe Drive.
4. The City of Grimes will give Hunter Farms an agricultural deferment for the assessments.

FOX Engineering recommends that the City of Grimes approve the developer's agreement from Hunter Farms for the SE 19<sup>th</sup> Street Improvement project.

Please contact us with any questions or comments regarding this recommendation.

Very truly yours,  
FOX Engineering Associates, Inc.



Jerry Byg, P.E.  
Project Manager

cc: Kelley Brown, John Gade



March 21, 2014

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

Re: Setting hearing date for South East 19<sup>th</sup> Street Paving Project Special Assessment and establish bid date for receiving bids for the project  
FOX Ref No: 1005-13A

Dear Mayor and City Council:

The project consists of grading, paving, storm sewer and appurtenant items on South East 19<sup>th</sup> Street from IA 141 east to the corporate limits of Grimes.

The City Council has directed that this project be constructed and that the cost of constructing the projects be special assessed to benefiting property owners. In order to begin the special assessment process for the South East 19<sup>th</sup> Street paving project, the City Council must have conducted a public hearing on the proposed cost of the projects and have approved a number of resolutions as required by Iowa State Code.

The appropriate resolutions have been prepared for the City Council to establish the date of the special assessment hearing as April 22, 2014. Fox Engineering has prepared the preliminary plans for the projects and these plans are on file with the City Clerk. Fox Engineering has also prepared the required assessment plats and assessment schedules that will be filed with the Polk County Treasurer's office.

The estimated total cost of the project is \$2,633,000 of which up to \$780,000 will be assessed. The assessment amount was determined by using the developer's agreement for Princeton Subdivision and an agreement with Hunter Farms. These agreements are that the assessed costs for paving will not exceed \$350,000 for parties covered by the Princeton Subdivision developer's agreement and not exceed \$350,000 for Hunter Farms. Land owners abutting SE 19<sup>th</sup> Street along the north right of way will be assessed 50% of the bike trail cost (\$44,000) and Hunter Farms will be assessed costs associated with water main extensions across SE 19<sup>th</sup> Street (\$36,000).

Fox Engineering recommends that the City Council proceed with these projects and that the City Council establish April 22, 2014 as the date of the public hearing for the South East 19<sup>th</sup> Street Paving Project Special Assessment.

Fox has also completed plans and specifications for the project and requests that the City Council also take action to establish April 15, 2014 as the date to receive bids and to establish April 22, 2014 as the date to award the contract.

Please contact us with any questions or comments regarding this recommendation.

Very truly yours,  
FOX Engineering Associates, Inc.

Jerry Byg, P.E.  
Project Manager

cc: Kelley Brown, John Gade



**South East 19<sup>th</sup> Street Paving Project  
From IA 141 to East Corporate Limits  
Grimes, Iowa**

**Transmittal Letter  
Preliminary Project Cost  
Assessment Plat  
Assessment Schedule**

**P.N. 1005-13A**

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p><i>Jerald N. Byg</i> 3/14/14 JERALD N. BYG, P.E. DATE License number 8381 My license renewal date is December 31, 2014. Pages or sheets covered by this seal: <u>ALL</u></p>

Prepared by  
FOX Engineering Associates, Inc.  
Consulting Engineers  
Ames, Iowa 50010

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All Rights Reserved



March 14, 2014

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

Re: South East 19<sup>th</sup> Street Paving Project Special Assessment  
FOX Ref No: 1005-13A

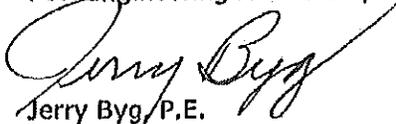
Dear Mayor and City Council:

Enclosed herewith, please find the preliminary assessment schedule and assessment plat for this project. This plat and schedule has been prepared in accordance with Section 357 of the Code of Iowa and as per developer's agreements.

The estimated total cost of the project is \$2,633,000 of which up to \$780,000 will be assessed. The assessment amount was determined by using the developer's agreement for Princeton Subdivision and an agreement with Hunter Farms. These agreements are that the assessed costs for paving will not exceed \$350,000 for parties covered by the Princeton Subdivision developer's agreement and not exceed \$350,000 for Hunter Farms. Land owners abutting SE 19<sup>th</sup> Street along the north right of way will be assessed 50% of the bike trail cost (\$44,000) and Hunter Farms will be assessed costs associated with water main extensions across SE 19<sup>th</sup> Street (\$36,000).

Please contact us with any questions or comments regarding this submittal.

Very truly yours,  
FOX Engineering Associates, Inc.



Jerry Byg, P.E.  
Project Manager

cc: Kelley Brown, John Gade

3/12/2014

PRELIMINARY PROJECT COST  
SE 19th Street Reconstruction  
Grimes, Iowa



## FOX PROJECT 1005-13A

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	Quantity	Unit Price	Total
1	2101-0850001	CLEAR+GRUBB	ACRE	12	\$ 600.00	\$ 7,200.00
2	2102-0425070	SPECIAL BACKFILL	TON	2326	\$ 30.00	\$ 69,780.00
3	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	13168	\$ 6.00	\$ 79,008.00
4	2102-2712015	EXCAVATION, CL 12, BOULDER/ROCK FRAGMENT	CY	50	\$ 100.00	\$ 5,000.00
6	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	3250	\$ 10.00	\$ 32,500.00
8	2105-8425020	TOPSOIL, STRIP+STKP	CY	2500	\$ 6.00	\$ 15,000.00
7	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	52	\$ 500.00	\$ 26,000.00
8	2115-0100000	MODIFIED SUBBASE	CY	3830	\$ 33.00	\$ 126,390.00
9	2123-7450020	SHOULDER FINISHING, EARTH	STA	103	\$ 300.00	\$ 30,900.00
10	2301-1033090	STD/S-F PCC PAVT, CL C CL 3, 6"	SY	19476.3	\$ 40.00	\$ 779,052.00
11	2301-4874106	MEDIAN, DOWELLED PCC, 6"	SY	30	\$ 100.00	\$ 3,000.00
12	2301-4875006	MEDIAN, PCC, 6"	SY	37	\$ 50.00	\$ 1,850.00
13	2301-6911722	PCC PAVT SAMPLE	LS	1	\$ 3,000.00	\$ 3,000.00
14	2315-0275025	SURF, DRIVEWAY, CL A CR STONE	TON	300	\$ 20.00	\$ 6,000.00
15	2401-6745910	REMOVAL OF SIGN	EACH	7	\$ 50.00	\$ 350.00
16	2416-0100030	APRON, CONC, 30"	EACH	1	\$ 1,000.00	\$ 1,000.00
17	2416-0100054	APRON, CONC, 54"	EACH	1	\$ 3,000.00	\$ 3,000.00
18	2416-0101036	RMV+REINSTALL CONC PIPE APRON LE 36"	EACH	2	\$ 600.00	\$ 1,000.00
19	2435-0140148	MANHOLE, STORM SWR, SW-401, 48"	EACH	3	\$ 3,500.00	\$ 10,500.00
20	2435-0250100	INTAKE, TYPE SW-501	EACH	10	\$ 2,500.00	\$ 25,000.00
21	2435-0250300	INTAKE, TYPE SW-503	EACH	8	\$ 3,200.00	\$ 25,600.00
22	2435-0250500	INTAKE, TYPE SW-505	EACH	1	\$ 4,400.00	\$ 4,400.00
23	2435-0250600	INTAKE, TYPE SW-506	EACH	1	\$ 6,600.00	\$ 6,600.00
24	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	2	\$ 500.00	\$ 1,000.00
25	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	10	\$ 1,500.00	\$ 15,000.00
26	2435-0700010	CONNECTION TO EXIST MANHOLE	EACH	5	\$ 1,500.00	\$ 7,500.00
27	2502-8212304	SUBDRAIN, STD, PERFORATED, 4"	LF	3513	\$ 10.00	\$ 35,130.00
28	2502-8220193	SUBDRAIN OUTLET (RF-19C)	EACH	20	\$ 250.00	\$ 5,000.00
29	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	1586	\$ 40.00	\$ 63,440.00
30	2503-0114216	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	129	\$ 42.00	\$ 5,418.00
31	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	281	\$ 47.00	\$ 13,077.00
32	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	685	\$ 65.00	\$ 38,725.00
33	2503-0114254	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 54"	LF	112	\$ 200.00	\$ 22,400.00
34	2503-0200036	RMV STORM SWR PIPE LE 36"	LF	304	\$ 10.00	\$ 3,040.00
35	2507-3250005	ENGINEER FABRIC	SY	145	\$ 10.00	\$ 1,450.00
36	2507-6800081	REVTMENT, CLASS E	TON	180	\$ 40.00	\$ 7,200.00
37	2510-6745850	RMVL OF PAVT	SY	8073	\$ 8.00	\$ 64,584.00
38	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	2	\$ 1,000.00	\$ 2,000.00
39	2511-0302500	RECREATIONAL TRAIL, PCC, 6"	SY	2505.7	\$ 30.00	\$ 75,171.00
40	2511-0310100	SPECIAL COMPACTION OF SUBGRADE/REC TRAIL	STA	28	\$ 200.00	\$ 5,200.00
41	2511-7528101	DETECTABLE WARNINGS	SF	220	\$ 30.00	\$ 6,600.00
42	2515-2475007	DRIVEWAY, PCC, 7"	SY	320	\$ 45.00	\$ 14,400.00
43	2518-6910000	SAFETY CLOSURE	EACH	4	\$ 500.00	\$ 2,000.00
44	2524-9285010	POST, STEEL, AS PER PLAN	EACH	25	\$ 200.00	\$ 5,000.00
45	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	123	\$ 30.00	\$ 3,690.00
46	2527-9283109	PAINTED PAVT MARK, WATERBORNE/SOLVENT	STA	96	\$ 100.00	\$ 9,600.00
47	2527-9283137	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	EACH	24	\$ 150.00	\$ 3,600.00

3/12/2014

**PRELIMINARY PROJECT COST**  
**SE 19th Street Reconstruction**  
**Grimes, Iowa**

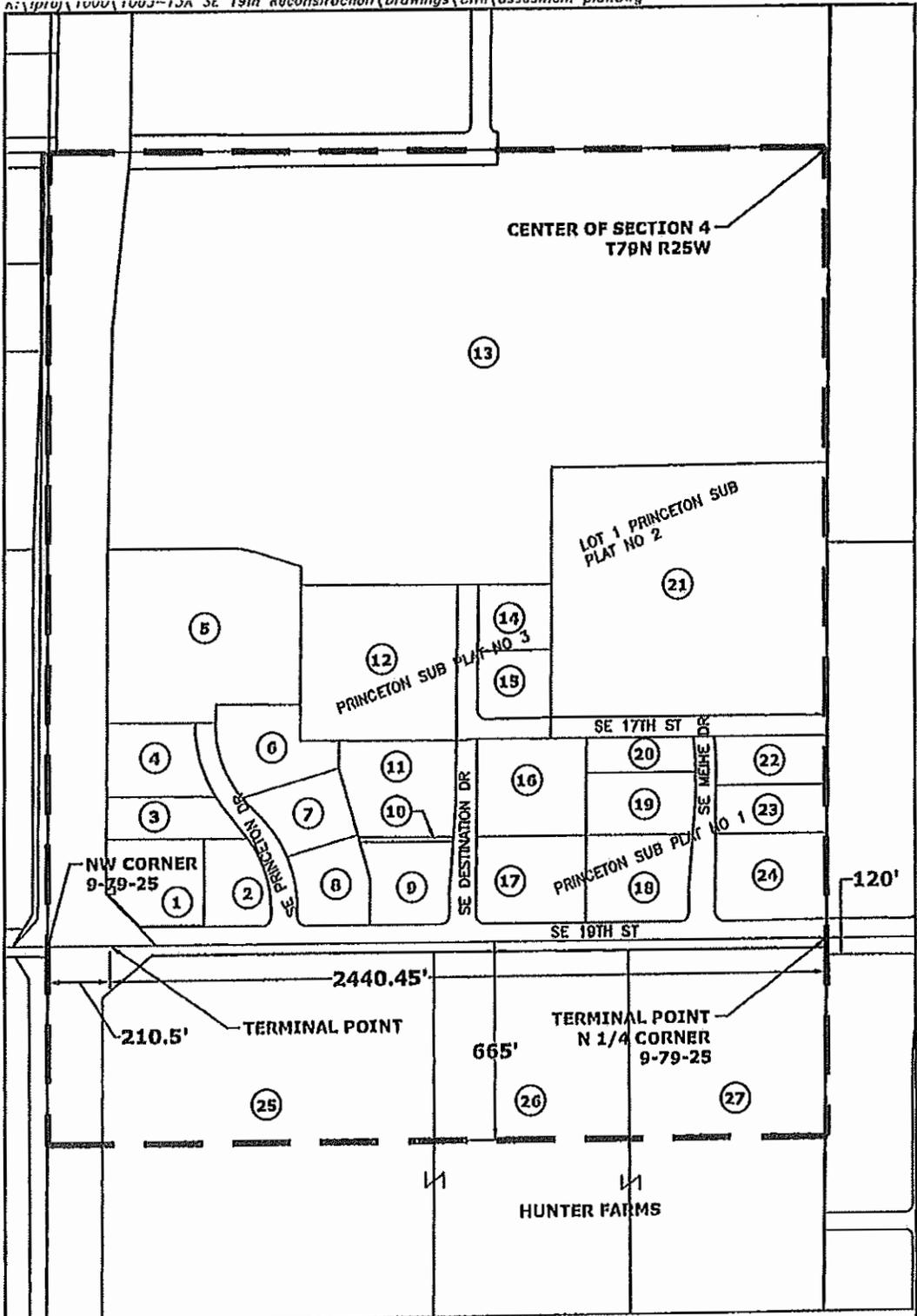


**FOX PROJECT 1005-13A**

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	Quantity	Unit Price	Total
48	2527-9283180	PAV'T MARK RMVD	STA	28	\$ 100.00	\$ 2,800.00
49	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00
50	2528-8445113	FLAGGER	EACH	8	\$ 400.00	\$ 3,200.00
51	2533-4990005	MOBILIZATION	LS	1	\$ 150,000.00	\$ 150,000.00
52	2549-0008320	URETHANE CHIMNEY SEAL	EACH	7	\$ 300.00	\$ 2,100.00
53	2552-0000300	TRENCH COMPACTION TESTING	LS	1	\$ 2,600.00	\$ 2,600.00
54	2554-0112006	WATER MAIN, TRENCHED, DIP, 6"	LF	130	\$ 100.00	\$ 13,000.00
55	2554-0114008	WATER MAIN, TRENCHED, PVC, 6"	LF	300	\$ 60.00	\$ 18,000.00
56	2554-0202200	FITTINGS BY COUNT, DIP	EACH	10	\$ 400.00	\$ 4,000.00
57	2554-0207008	VALVE, GATE, DIP, 6"	EACH	3	\$ 800.00	\$ 2,400.00
58	2554-0211002	FLUSHING DEVICE (BLOWOFF), 2"	EACH	3	\$ 500.00	\$ 1,500.00
59	2554-0212030	VALVE BOX REPLACEMENT	EACH	13	\$ 250.00	\$ 3,250.00
60	2599-9999005	CUT IN WATER MAIN TEE SECTION	EACH	3	\$ 2,500.00	\$ 7,500.00
61	2599-9999005	RELOCATE EXISTING FIRE HYDRANT	EACH	8	\$ 1,500.00	\$ 13,600.00
62	2599-9999010	TRAFFIC SIGNALIZATION MODIFICATIONS	LS	1	\$ 12,000.00	\$ 12,000.00
63	2601-2634450	COMPOST	ACRE	6	\$ 3,000.00	\$ 18,000.00
64	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	6	\$ 2,000.00	\$ 12,000.00
65	2601-2643110	WATER-SOD/SPEG DITCH CNTL/SLOPE PROTECT	MGAL	300	\$ 60.00	\$ 18,000.00
66	2602-0000020	SILT FENCE	LF	3490	\$ 1.00	\$ 3,490.00
67	2602-0000030	SILT FENCE-DITCH CHECKS	LF	90	\$ 2.00	\$ 180.00
68	2602-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	3500	\$ 1.00	\$ 3,500.00
69	2602-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	LF	3500	\$ 0.50	\$ 1,750.00
70	2602-0000308	PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 6"	LF	4890	\$ 1.00	\$ 4,890.00
71	2602-0000350	RMVL OF PERIMETER+SLOPE SEDIMNT CNTL DEV	LF	4890	\$ 0.50	\$ 2,445.00
72	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	4	\$ 480.00	\$ 1,920.00
<b>SUB TOTAL CONSTRUCTION</b>						<b>\$ 1,988,000.00</b>
<b>STREET LIGHTING</b>						<b>\$ 150,000.00</b>
<b>UNDERGROUND ELECTRIC</b>						<b>\$ 165,000.00</b>
<b>RIGHT OF WAY</b>						<b>\$ 10,000.00</b>
<b>SURVEY</b>						<b>\$ 10,000.00</b>
<b>PRELIMINARY DESIGN</b>						<b>\$ 40,000.00</b>
<b>FINAL DESIGN</b>						<b>\$ 80,000.00</b>
<b>BIDDING NEGOTIATION</b>						<b>\$ 5,000.00</b>
<b>CONSTRUCTION STAKING</b>						<b>\$ 15,000.00</b>
<b>CONSTRUCTION ADMINISTRATION</b>						<b>\$ 80,000.00</b>
<b>ASSESSMENT</b>						<b>\$ 10,000.00</b>
<b>RECORD DRAWINGS</b>						<b>\$ 5,000.00</b>
<b>OBSERVATION</b>						<b>\$ 70,000.00</b>
<b>SWPP OBSERVATION</b>						<b>\$ 5,000.00</b>
<b>TOTAL ESTIMATED PROJECT COST</b>						<b>\$ 2,633,000.00</b>

ASSESSABLE COSTS  
 DEVELOPERS AGREEMENT

<b>ASSESSABLE COSTS</b>	
26" PCC PAVING	\$ 700,000.00
50% TRAIL	\$ 44,000.00
6" WATER MAIN	\$ 36,000.00
<b>PRELIMINARY TOTAL ASSESSED COSTS</b>	<b>\$ 780,000.00</b>



**ASSESSMENT DISTRICT BOUNDARY**

ASSESSMENT DISTRICT  
 SOUTH 600' OF THE NORTH 685' OF THE NW 1/4 OF SECTION 9  
 TOWNSHIP 79 NORTH, RANGE 25, WEST AND ALL OF THE SW 1/4  
 OF SECTION 4 TOWNSHIP 79 NORTH, RANGE 25, EXCEPT HIGHWAY  
 AND STREET RIGHT OF WAY

NORTH

0 200 400  
SCALE

<p>FOX Engineering Associates, Inc.                  414 South 17th Street, Suite 107                  Ames, Iowa 50010                  Phone: (515) 233-0000                  FAX: (515) 233-0103</p>	SE 19TH ST RECONSTRUCTION PROJECT COMMENCING AT THE NW CORNER OF SECTION 9 T79N R25W THENCE EAST 210.5' TO THE POINT OF BEGINNING THENCE 2440.45' EAST	<b>SE 19TH STREET                  ASSESSMENT PLAT</b>
	DRAWN JBA	SHEET NO. 1
DATE 03/14/2014	P.N. 1005-13A	

South 18th Street Paving Assessment District

Parcel No.	Div/Parcel	Address	Current Title Holder	Lot To Address	Legal Description Assessed Area	Assessed Area Square Feet	Council Valuation	ISM Valuation	Total Project Cost	
1	31100390-001-021		KRAUSE HOLDINGS INC	Krause Holdings Inc 6750 Westown Parkway West Des Moines IA 50312	Lot 1 Princeton Subdivision Plat 1 Less Parcel A	88342	N/A	N/A	\$ 9,795.15	
2	31100390-001-022	1899 SE Princeton Drive Grimes Iowa 50910	NORRIS TRUST ETAL	Korn & Go 6400 Westown Parkway West Des Moines IA 50312	Parcel A in Lot 1 of Princeton Subdivision Plat 1	64120	N/A	N/A	\$ 7,749.35	
3	31100390-001-023	1899 SE Princeton Drive Grimes Iowa 50910	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 2 Princeton Subdivision Plat 1	60287	N/A	N/A	\$ 3,544.03	
4	31100390-001-003	1830 SE Princeton Drive Grimes Iowa 50910	WE CAN BUILD IT LC	We Can Build It LC 3400 Lincoln Place Dr Des Moines, Iowa 50312	Lot 3 Princeton Subdivision Plat 1	75618	N/A	N/A	\$ 4,816.15	
5	31100390-000-858		UWV INVESTMENTS LLC	UWV Investments LLC 2310 Grand Avenue Des Moines, Iowa 50312	Parcel F in SW 1/4 Sec 4 T98N R25W as recorded in Book 12629 page 197.	36098	N/A	N/A	\$ 21,392.67	Agricultural Deferment
6	31100390-003-001	1831 SE Princeton Drive Grimes Iowa 50910	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 2 Princeton Subdivision Plat 2	92434	N/A	N/A	\$ 6,433.82	
7	31100390-001-006	1861 SE Princeton Drive Grimes Iowa 50910	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 5 Princeton Subdivision Plat 1	61300	N/A	N/A	\$ 3,956.29	
8	31100390-001-008	1861 SE Princeton Drive Grimes Iowa 50910	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 4 Princeton Subdivision Plat 1	81682	N/A	N/A	\$ 9,271.69	
9	31100390-001-019	1854 SE Destination Drive Grimes Iowa 50910	NEWARK LAND TRUST	Newark Land Trust LC PO Box 373 Johnston, Iowa 50131	Lot 7 Princeton Subdivision Plat 1 except the North 7' Easement	77,362	N/A	N/A	\$ 12,647.89	
10	31100390-001-020		MARK HANSEN TRUST	Mark Hansen Trust 1403 334th Road Woodward, Iowa 50276	The north 7' of Lot 7 Princeton Subdivision Plat 1	4,768	N/A	N/A	\$ 281.29	
11	31100390-001-009	1890 SE Destination Drive Grimes Iowa 50910	KNOBLOUCH ENTERPRISES LLC	Knoblauch Enterprises LLC 11103 Plum Dr. Unit 72 Windsor, Iowa 50332	Lot 8 Princeton Subdivision Plat 1	120,358	N/A	N/A	\$ 7,878.24	
12	31100390-001-001	1700 SE Destination Drive Grimes Iowa 50910	THE WESTMORLAND CO INC	Fedex Ground Superior General Acct 1000 Fedex Drive Coraopolis, PA 15108	Lot 1 Princeton Subdivision Plat 3	278,804	N/A	N/A	\$ 16,291.64	
13	31100091-000-699		UWV INVESTMENTS LLC	UWV Investments LLC 2310 Grand Avenue Des Moines, Iowa 50312	Parcel E in SW 1/4 Sec 4 T98N R25W as recorded in Book 10162 page 657.	3,011,203	N/A	N/A	\$ 177,822.24	Agricultural Deferment
14	31100390-003-003	1661 SE Destination Drive Grimes Iowa 50910	MANN INVESTMENTS LLC	Mann Investments LLC 1491 SE Destination Drive Grimes, Iowa 50111	Lot 3 Princeton Subdivision Plat 3	65,539	N/A	N/A	\$ 3,284.91	
15	31100390-003-004	1751 SE Destination Drive Grimes Iowa 50910	VIS-GUN HOLDINGS	Janet Pincus 14932 Lakewood Dr Grimes, Iowa 50315	Lot 4 Princeton Subdivision Plat 3	65,539	N/A	N/A	\$ 3,284.91	

16	31U00390-001-009	1851 SE Destination Drive Gilman Iowa 50519	CARLSON SYSTEMS LLC	Carlson Systems LLC 16840 Harney St. Omaha, Nebraska 68154 Attn: Julie Higer	Lot 9 Princeton Subdivision Plat 1	121,863	N/A	N/A	\$ 7,169.71	
17	31U00390-001-010	1851 SE Destination Drive Gilman Iowa 50519	NEWARK LAND TRUST	Newark Land Trust LC PO Box 379 Johnston, Iowa 50131	Lot 19 Princeton Subdivision Plat 1	168,277	N/A	N/A	\$ 11,071.84	
18	31U00390-001-011	1851 SE Mahe Drive Gilman Iowa 50519	TKG STORAGEHART PARTNERS LP	TKG StorageHart Partners 2403 Rangelos Columbia, MO 65202	Lot 11 Princeton Subdivision Plat 1	103,828	N/A	N/A	\$ 12,291.75	
19	31U00390-001-012	1850 SE Mahe Drive Gilman Iowa 50519	TKG STORAGEHART PARTNERS LP	TKG StorageHart Partners 2403 Rangelos Columbia, MO 65202	Lot 12 Princeton Subdivision Plat 1	77,687	N/A	N/A	\$ 4,555.73	
20	31U00390-001-013	1849 SE Mahe Drive Gilman Iowa 50519	2323 DEAN LLC	2323 Dean LLC 2400 86th St Suite 10 Urbandale, Iowa 50332	Lot 13 Princeton Subdivision Plat 1	43,560	N/A	N/A	\$ 2,509.21	
21	31U00390-002-001	2300 SE 17th Street Gilman Iowa 50519	KOHA DOT	State of Iowa 800 Lincoln Way Ames, Iowa 50010 Attn: Mike Clayton	Lot 1 Princeton Subdivision 2	784,800	N/A	N/A	\$ 48,136.37	
22	31U00390-001-014	1821 SE Mahe Drive Gilman Iowa 50519	TOKEY PROPERTIES LLC	Toney Properties LLC PO Box 710 Johnston, Iowa 50131	Lot 14 Princeton Subdivision Plat 1	61,912	N/A	N/A	\$ 3,641.32	
23	31U00390-001-015	1851 SE Mahe Drive Gilman Iowa 50519	THE KRUIZAN GROUP	The Krutzan Group 3056 HWY 75th Ankeny, Iowa 50023 Attn: Tom Krutzan 11154 54 LLC	Lot 15 Princeton Subdivision Plat 1	81,748	N/A	N/A	\$ 3,831.69	
24	31U00390-001-016	1899 SE Mahe Drive Gilman Iowa 50519	11154 54 LLC	5512 Boulder Drive West Des Moines IA 50395	Lot 18 Princeton Subdivision Plat 1	108,850	N/A	N/A	\$ 14,158.10	Agricultural Deferral
25	31U00013-010-102		HUNTER FARMS	408 E HWY 30 PO BOX 18A Jefferson, IA 50129	S 600' OF N 669' of NW 1/4 of NW 1/4 Sec 9 T78N R25W	792,000	N/A	N/A	\$ 187,000.00	Agricultural Deferral
26	31U00013-010-101		HUNTER FARMS	408 E HWY 30-PO BOX 18A Jefferson, IA 50129	S 600' OF N 669' of the W 1/2 of NE 1/4 of NW 1/4 Sec 9 T78N R25W	396,000	N/A	N/A	\$ 93,500.00	Agricultural Deferral
27	31U00013-010-109		HUNTER FARMS	408 E HWY 30-PO BOX 18A Jefferson, IA 50129	S 600' OF N 669' of the E 1/2 of NE 1/4 of NW 1/4 Sec 9 T78N R25W	396,000	N/A	N/A	\$ 93,500.00	Agricultural Deferral
						7537808	TOTALS		\$760,600.00	0.00%

All properties being special assessed are covered by developers agreement.

MINUTES OF MEETING TO  
DESIGNATE ENGINEER

(South East 19<sup>th</sup> Street Paving Project)

(1005-13A)

Grimes, Iowa

March 25, 2014

The City Council of the City of Grimes, Iowa, met at 5:30 o'clock p.m., on the 25<sup>th</sup> day of March 2014, at the Grimes City Hall, in the City, pursuant to the rules of said Council. The meeting was called to order by the Mayor and the roll being called, the following named Council Members were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Council took up and considered the proposed South East 19<sup>th</sup> Street Paving Project. It was moved by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_ that FOX Engineering Associates, Inc. be designated as engineers in connection with the project and may be hereafter referred to as the "Project Engineers." After due consideration thereof, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the said motion duly carried and on motion and vote the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Rochelle Williams - City Clerk

MINUTES OF MEETING TO ADOPT  
PLANS AND SPECIFICATIONS AND  
SET DATE FOR HEARING ON  
PROPOSED RESOLUTION OF  
NECESSITY

Grimes, Iowa

1005-13A

March 25, 2014

A meeting of the City Council of the City of Grimes , Iowa, was held at 5:30 o'clock p.m., at the City Hall, in the City, on March 25, 2014. The Mayor presided and the roll was called, showing Council Members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The Council took up the proposed South East 19<sup>th</sup> Street Paving Project.

Council Member \_\_\_\_\_ moved the adoption of a preliminary resolution pursuant to Section 384.42 of the Code of Iowa. The motion was seconded by Council Member \_\_\_\_\_ and passed with record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

The Mayor then declared the resolution adopted, as follows:

RESOLUTION NO. 03-1514

Preliminary resolution pursuant to Section 384.42 of the Iowa Code covering the South East 19<sup>th</sup> Street Paving Project

WHEREAS, it is deemed advisable by the City Council of the City of Grimes, Iowa (the "City") that certain public improvements be constructed in the City in accordance with the provisions of Chapter 384 of the Code of Iowa, and a portion of the cost be assessed to the property benefited thereby; and

WHEREAS, the City has arranged for engineering services with FOX Engineering Associates, Inc., in connection with the said improvement;

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

Section 1. The following street improvements shall be constructed as a single improvement and such improvement shall be located with terminal points as follows:

South East 19<sup>th</sup> Street 9" PCC Paving and appurtenances in the right of way of South East 19<sup>th</sup> Street beginning at a point 210.5' east of the west line of Section 9, Township 79 North, Range 25 West of the 5<sup>th</sup> P.M., thence east 2,440.45'.

It is considered that the property within the following described boundaries will be specially benefited by this improvement and should be specially assessed:

The SW ¼ of Section 4 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. and the South 600' of the North 665' of the NW ¼ of Section 9 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. except street and highway right of way.

Section 2. The Project Engineers are hereby ordered to prepare preliminary plans and specifications, an estimated total cost of the work and a plat and schedule and to file the same with the City Clerk.

Section 3. The improvement shall be known as the "South East 19<sup>th</sup> Street Paving Project," and shall be so referred to in all subsequent proceedings.

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

Passed and approved March 25, 2014.

Page 4

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Mayor

Attest:

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Rochelle Williams - City Clerk

The City Clerk stated that the Project Engineers had completed and filed the plat. The Council reviewed the proposed valuation of each lot within the assessment district and confirmed that such valuations should be included on the schedule to be filed.

The City Clerk stated that the Project Engineers had prepared and filed preliminary plans and specifications, an estimated total cost of the work and the plat and schedule, as directed in the preliminary resolution just adopted.

Thereupon, Council Member \_\_\_\_\_ proposed the adoption of the resolution approving and adopting the said preliminary plans and specifications, and plat and schedule and estimate of cost pertaining to such Project. The motion was seconded by Council Member \_\_\_\_\_ and passed with record vote, as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

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

RESOLUTION NO. 03-1614

Resolution Approving and Adopting Preliminary Plans and Specifications,  
Estimate of Cost and Plat and Schedule

WHEREAS, the Council of the City of Grimes, Iowa, has adopted a preliminary resolution pursuant to Section 384.42 of the Code of Iowa, covering the South East 19<sup>th</sup> Street Paving Project (the "Project"); and

WHEREAS, in accordance with such preliminary resolution, the Project Engineers have prepared preliminary plans and specifications, an estimated cost of the work and a plat and schedule, and have filed the same with the City Clerk; and

WHEREAS, this Council has determined the valuation of each lot proposed to be assessed for the Project and such valuations are now shown on the schedule, and this Council deems it advisable that the said preliminary plans and specifications, estimated cost of the Project and plat and schedule should be approved;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa:

Section 1. The preliminary plans and specifications referred to in the preamble hereof are hereby approved.

Section 2. The plat, schedule and the valuations as shown thereon and estimate of cost are hereby ratified and approved.

Section 3. This Council proposes to proceed with the Project and a proposed resolution of necessity shall be prepared and hearing held thereon in accordance with the provisions of Sections 384.49, 384.50 and 384.51 of the Code of Iowa.

Section 4. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed.

Passed and approved March 25, 2014.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Rochelle Williams - City Clerk

Council Member \_\_\_\_\_ introduced a proposed resolution of necessity covering the South East 19<sup>th</sup> Street Paving Project which is set out as follows, and moved that a public hearing be held on the proposed Resolution of Necessity on the 22<sup>nd</sup> day of April 2014, at 5:30 o'clock p.m., at the Grimes City Hall, in the City and that the City Clerk be authorized and directed to give notice of the public hearing by publication and mailing, as required by Section 384.50 of the Code of Iowa, and that the notice be in substantially the form set out in these proceedings. The motion was seconded by Council Member \_\_\_\_\_, and, after due consideration, the Mayor put the question on the motion and, the roll being called, the Council Members named voted as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the motion carried.

Proposed  
Resolution of Necessity 03-1714

WHEREAS, the City Council of the City of Grimes, Iowa, has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the South East 19<sup>th</sup> Street Paving Project (the "Project"); and

WHEREAS, pursuant thereto, the Project Engineers have prepared preliminary plans and specifications, an estimated total cost of the work and a plat and schedule, including the valuation of each lot as determined by this Council, and the same have been duly adopted and are now on file with the City Clerk;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Grimes, Iowa:

Section 1. It is hereby found and determined to be necessary and for the best interest of the City and its inhabitants to proceed with the Project, and to assess a portion of the cost to the property benefited thereby.

Section 2. The following roadway improvement shall be constructed as a single improvement and such improvement shall be located with terminal points as follows:

South East 19<sup>th</sup> Street 9" PCC Paving and appurtenances in the right of way of South East 19<sup>th</sup> Street beginning at a point 210.5' east of the west line of Section 9, Township 79 North, Range 25 West of the 5<sup>th</sup> P.M., thence east 2,440.45'.

It is considered that the property within the following described boundaries will be specially benefited by this improvement and should be specially assessed:

The SW  $\frac{1}{4}$  of Section 4 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. and the South 600' of the North 665' of the NW  $\frac{1}{4}$  of Section 9 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. except street and highway right of way.

Section 3. It is hereby found and determined that there are now on file in the office of the City Clerk an estimated total cost of the proposed work and a preliminary plat and schedule showing the amount proposed to be assessed to each lot by reason of the Project.

Section 4. This Council will meet at 5:30 o'clock p.m., on the 22<sup>nd</sup> day of April 2014, at the Grimes City Hall, in the City, at which time and place it will hear the property owners subject to the proposed assessment or assessments and interested parties for or against the Project, its cost, the assessment thereof or the boundaries of the properties to be assessed.

Section 5. Unless a property owner files objections with the City Clerk at the time of the hearing on this resolution of necessity, the property owner shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using the special assessment procedure.

Section 6. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 22<sup>nd</sup> day of April, 2014

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Mayor

Attest:

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Rochelle Williams - City Clerk

NOTICE TO PROPERTY OWNERS

NOTICE IS GIVEN: That there are now on file for public inspection in the office of the City Clerk of the City of Grimes, Iowa, a proposed resolution of necessity, an estimate of cost and a plat and schedule showing the amounts proposed to be assessed against each lot and the valuation of each lot within a district approved by the City Council of Grimes, Iowa, for a roadway improvement, described in general as the South East 19<sup>th</sup> Street Paving Project, of the type and in the location as follows:

South East 19<sup>th</sup> Street 9" PCC Paving and appurtenances in the right of way of South East 19<sup>th</sup> Street beginning at a point 210.5' east of the west line of Section 9, Township 79 North, Range 25 West of the 5<sup>th</sup> P.M., thence east 2,440.45'.

It is considered that the property within the following described boundaries will be specially benefited by this improvement and should be specially assessed:

The SW ¼ of Section 4 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. and the South 600' of the North 665' of the NW ¼ of Section 9 Township 79 North Range 25 West of the 5<sup>th</sup> P.M. except street and highway right of way.

The Council will meet at 5:30 o'clock p.m., on the 22nd day of April 2014, at the Grimes City Hall, Grimes, Iowa, at which time the owners of the property subject to assessment for the proposed improvement or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the district, the cost, the assessment against any lot or the final adoption of a resolution of necessity. A property owner will be deemed to have waived all objections unless at the time of hearing the property owner has filed objections with the City Clerk.

Rochelle Williams  
City Clerk

**(The mailed copies of such notice to property owners may have added thereto the following:**

According to the records of the County Auditor, you are the owner of:

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**(Insert Property Description)**

and the proposed assessment against the same is \$\_\_\_\_\_.)

•••••

There being no further business to come before the meeting, it was upon motion adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Rochelle Williams - City Clerk

STATE OF IOWA  
COUNTY OF POLK SS:  
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, Iowa, do certify that the above and foregoing is a true, correct and complete copy of the minutes of a meeting of the Council, held as therein shown, insofar as such minutes pertain to the proposed South East 19<sup>th</sup> Street Paving Project, including a true, correct and complete copy of each of the resolutions referred to in said minutes.

WITNESS MY HAND and the seal of the City hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rochelle Williams - City Clerk

(Seal)

STATE OF IOWA  
COUNTY OF POLK SS:  
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, Iowa, certify that in such capacity I have control and access to the corporate records of such City, and from examination of such records and based upon advice received from the Project Engineers and Attorney for the City, I hereby certify that title to the land upon which the South East 19<sup>th</sup> Street Paving project is to be constructed is vested in the City, and that all such improvements are wholly within the corporate limits of the City.

WITNESS MY HAND and the seal of the City hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rochelle Williams - City Clerk

(Seal)

STATE OF IOWA  
COUNTY OF POLK SS:  
CITY OF GRIMES

I, the undersigned, City Clerk of the Grimes, Iowa, do certify that on the \_\_\_\_ day of \_\_\_\_\_, 2014, I mailed to each owner of property proposed to be assessed for the South East 19<sup>th</sup> Street Paving Project, a copy of the notice to property owners in the form attached to this certificate, as set out in the resolution of necessity, covering such improvement project, insofar as the said owners could be determined from the records of the County Auditor's office.

WITNESS MY HAND and the seal of the City hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rochelle Williams - City Clerk

(Seal)

**(Attach a copy of the notice to property owners as mailed.)**

**(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit, but please return all other completed pages to us as soon as they are available.)**

STATE OF IOWA  
COUNTY OF POLK SS:  
CITY OF GRIMES

I, the undersigned, City Clerk of the City of Grimes, Iowa, do certify that the notice to property owners, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the dates and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND and the seal of the said City hereto affixed this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Rochelle Williams - City Clerk

(Seal)

**(Attach hereto publisher's original affidavit of publication of notice to property owners with a clipping of the notice as published attached.)**