



101 NE Harvey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

**CITY COUNCIL MEETING**

Grimes City Hall  
101 NE Harvey Street  
June 9, 2015 at 5:30 pm

**Mayor Thomas M. Armstrong**

**City Council: Jill Altringer, Tami Evans, Craig Patterson  
Ty Blackford and Doug Bickford, City Administrator Kelley Brown  
City Clerk Rochelle Williams, City Treasurer Deb Gallagher,  
City Attorneys Tom Henderson, Erik Fisk, City Engineer John Gade**

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

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

**GENERAL AGENDA ITEMS.**

1. Call to Order  
Pledge of Allegiance
2. Roll Call
3. Approval of the Agenda
4. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
  - A. Minutes from May 26, 2015 and June 1, 2015 meeting
  - B. Tobacco Licenses Renewals (yearly renewal)
  - C. HD Supply Construction & Industrial White Cap – concrete washouts \$4,973.40
  - D. Request for Neighborhood Block Party on June 13 2015
  - E. Municipal Supply Inc. for purchase of water meters - \$7,864
  - F. Change Order #1 for the Grimes Hwy 141 Sanitary Sewer Improvements with J&K Contracting Increasing contract \$4,050 (abandon three existing sanitary sewer manholes in place and backfilling)
  - G. Change Order #9 to C.L. Carroll Co., Inc for the ASR Well No 1, Well Pump and Control Building Improvements adding \$6,491.60 (provide permanent address numerals, fire alarm control panel label, chemical placards, additional TSP wiring from control panel to VFDs, replace mother board in magnetic flow meter, inject hydrochloric acid solution into the column pipe)



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- H. Annual Physicals for Grimes Fire Department - \$4,800
- I. Request from Cutty's Des Moines Camping Club, Inc. for fireworks by J&M Displays on July 3, 2015
- J. Lease and Maintenance Agreement Update on Copier from Koch Brothers for City Hall
- K. Change Order 4 to Layne Christensen Company for the Jordan Well deducting \$5,000 (City will do minor grading deducting \$1,000, liquidated damages of \$5,800 were assessed as part of Change Order 3 and now an additional \$4,000 is assess for liquidated damages)
- L. Engineer's Statement of Completion for the Jordan Well Project
- M. Resolution 06-0215 Accepting the Jordan Well Project
- N. Pay Application #11 for the Jordan Well Project to Layne Christensen - \$92,143.10 (to be paid out no sooner than 30 days from acceptance)
- O. Pay Application #9 for ASR Well #1 Well Pump & Control Building Improvement to CL Carroll Co Inc. - \$90,524.19
- P. Pay Request #16 to Concrete Technologies for the SE 19<sup>th</sup> Street Project - \$72,762.90
- Q. NW 70<sup>th</sup> Avenue Purchase Agreement for Kathryn A Thieleke (Trustee)
- R. Approve Storm Sewer Easement for Kathryn A Thieleke (Trustee) #1
- S. Approve Storm Sewer Easement for Kathryn A Thieleke (Trustee) #2
- T. Resolution 06-0315 Authorizing the Issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015, and providing for the levy of taxes to pay the same.
- U. Continuing Disclosure Certificate for General Obligation Bond Issuance
- V. Paying Agent and Registrar and Transfer Agent Agreement for General Obligation Bond Issuance
- W Loan Agreement between the City of Grimes and Piper Jaffray & Co for General Obligation Bonds, Series 2015, in the principal amount of \$8,500,000
- X. Utility Refunds
- W. Claims date June 9, 2015
- Z. Finance Report for May 2015

5. Fire Chief Report

6. Patrol Report

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

- A. Public Hearing on a request to Rezone approximately 9.89 acres in Lot 43 Chevalia Valley Development from R-3 to R-4 Planned Unit Development for Single Family Housing
- B. First Reading of Ordinance 647 Requesting to Rezone Approximately 9.89 acres in Lot 43 Chevalia Valley Development from R-3 to R-4 Planned Unit Development for Single Family Housing
- C. Destination Ridge Plat 3 Preliminary Plat
- D. Destination Ridge Plat 3 Final Plat
- E. Brooke Ridge Plat 2 Final Plat



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- F. Public Hearing on Ordinance 646 Amending the Grimes Code of Ordinances Chapter 108.06 to Provide for the decrease in the charge for the collection of recyclable materials from \$2.65 to \$2.59 effective July 1, 2015.
- G. First Reading of Ordinance 646 Amending the Grimes Code of Ordinances Chapter 108.06 to Provide for the decrease in the charge for the collection of recyclable materials from \$2.65 to \$2.59 effective July 1, 2015

### **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**

### **COUNCIL DISCUSSIONS**

1. Mayor’s Report
2. City Attorney’s Report
3. City Engineer’s Report
4. City Staff Report
5. Old Business
6. New Business
7. Recess Open Session
8. Reconvene Open Session
9. Resolution 05-0315 providing for Closed Session ref 21.5 1 (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
10. Rise from Closed Session
11. Reconvene Open Session
12. Open Session – cont.
13. New Business – cont.

### **ADJOURNMENT**

**SPECIAL CITY COUNCIL MEETING**

Monday, June 1, 2015

**Grimes City Hall 5:30 P.M.**

The special meeting of the Grimes City Council was called to order by Mayor Tom Armstrong via teleconference on Monday, June 1, 2015 at 5:30 P.M. at the Grimes City Hall.

Roll Call: Present: Patterson, Bickford present and Evans via teleconference Absent: Altringer, Blackford

**GENERAL AGENDA ITEMS.**

**APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda.

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

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

**Approval of the Consent Agenda**

A. Jetco Electric Inc. \$5,025 for Instrumentation and SCADA Programming and Installation of Conduit and wiring to each and test well - \$12,037 B. Van-Wall Equipment John Deere Commercial Mower state bid price - \$6,712.15

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

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0

**PUBLIC AGENDA ITEMS**

**A. Public Hearing and Action on plans specifications, form of contract and estimate of costs and concur with the City of Johnston in the award of the bid for the East 1st Street Paving/NW 70<sup>th</sup> Avenue from 925' east of SE Destination Drive to NE Edgewood Drive**

No oral or written comments were received on the project.

Mayor Armstrong advised that the recommendation is to reject all bids on this project due to it being significantly over the engineer's estimate.

Moved by Bickford, Seconded by Patterson to reject all bids for the East 1<sup>st</sup> Street Paving/NW 70<sup>th</sup> Avenue project; shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

Moved by Bickford; Seconded by Patterson; there being no further business, the meeting shall be adjourned at 5:31 p.m.

Roll Call: Ayes: All. Nays: None. Motion passes: 3 to 0.

ATTEST:

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Rochelle Williams, City Clerk

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Tom Armstrong, Mayor

**CITY COUNCIL MEETING**

Tuesday, May 26, 2015

**Grimes City Hall 5:30 P.M.**

The regular meeting of the Grimes City Council was called to order by Mayor Tom Armstrong on Tuesday, May 26, 2015 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong.

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

**GENERAL AGENDA ITEMS.**

**APPROVAL OF THE AGENDA**

Mayor Armstrong asked for approval of the agenda.

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

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

**US Water Report**

Andy Wood of US Water and Grimes Water and Wastewater was present to update the Council. Woods advised that they had finished the rebedding of filters and were put back into service. He advised that currently 45 Million gallons of water are down in the ASR. Woods stated that they had been through their IDNR inspection and have addressed a few items that were requested. He stated as weather permits they will begin hydrant flushing.

**Approval of the Consent Agenda**

A. Minutes from May 13, 2015 meeting B. Alcohol License for Governors Days – Grimes Chamber and Economic Development Class B Beer – Outdoor Service -5 day effective 6/11/15 C. Alcohol License Renewal for Walmart Supercenter #5748 Class E Liquor License with Sunday Sales D. Alcohol License Renewal for Kum & Go #141 Class E Liquor License with Sunday Sales E. Alcohol License Renewal for Kum & Go #237 Class E Liquor License with Sunday Sales F. Alcohol License New for Burger Daddy Class C Liquor License with Sunday Sales G. Request from Grimes Chamber and Economic Development for fireworks display on Sat. July 4, 2015 beginning at 10 pm. at Sports Complex by Pyro Magic Displays, rain date of July 5, 2015 H. Professional Services with Civil Design Advantage LLC for Grimes Crossroads Plat 6/Destination Drive - \$9,215.40 I. AECOM – Northwest Transportation Study - \$1,652.49 J. Des Moines Area Metropolitan Planning Organization Fiscal Year 2016 Assessment (assessment rate of \$1.00 per capita with last census at 8,246 - \$8,246 K. SE 19<sup>th</sup> Street Paving Project Change Order 6 (remove temporary shouldering and areas graded for paving - \$9,883.76, adjust fiber optic cable hand hole at SE Destination Drive and SE 19<sup>th</sup> Street - \$1,650, 3 fire hydrants to finish grade - \$3,135, 3% incentive payment for a thickness Incentive to contract per IDOT standard specifications in the amount of \$28,630.16, smoothness incentive \$4,700 for a total of \$47,998.92 L. Authorize Additional Payment for Easements for SE 19<sup>th</sup> Street Reconstruction Project \$1,300 (loss of hay crop - \$900 and cost of sign relocation \$400) M. Request for New Construction Incentive for Total Family Eye Care and Direction to Initiate Legal Proceedings N. Pay Request #15 for SE 19<sup>th</sup> Street Improvements to Concrete Technologies - \$34,714.68 O. Set June 23, 2015 for a Public Hearing and Action on the 2015 Budget Amendment, Added to claims report Bankers Trust Credit Card bill \$1,131.21P. Claims Report- \$310,618.61

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

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

**Metro Waste Authority Report – Ron Long Metro Waste Authority Board Member Alternate**

Ron Long updated the Council on Metro Waste Authority discussions regarding disposal of birds with the Avian flu. Long stated that it was still to be seen if the site here would be needed for the disposal of the birds. He advised that Metro Waste is looking into the purchasing of additional ground for the transfer station. Long stated that this would be his last meeting as he and his wife were moving. Mayor Armstrong and Council Member Altringer thanked Long for his service to the City. Council Member Altringer asked staff to provide some additional information on the unlimited garbage pickup in the City.

**PUBLIC AGENDA ITEMS**

**A. Houghton Flex Warehouse Site Plan**

Ken Seeger from Downing Construction of Indianola addressed the Council to review the updated building materials and all over design. The Council at the May 13, 2015 meeting voiced concerns over the building materials proposed at that time since this building would be along Hwy 141. Seeger reviewed the new design and building materials. Council Members Altringer and Patterson both agreed they liked the new design and felt they were very positive changes.

Moved by Patterson, Seconded by Altringer; the Houghton Flex Warehouse Site Plan shall be approved subject to Fox Engineering letter dated April 30, 2015.

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

**B. Public Hearing on Dev. Agreement for Prairie Business Park, LLC/R&R Realty Group**

Mayor Armstrong opened the Public Hearing at 6:00 pm.

There being no oral or written communication the Hearing was closed at 6:00 pm.

**C. Resolution 05-0515 Approving Development Agreement for Prairie Business Park, LLC/R&R Realty Group, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement**

Moved by Bickford, Seconded by Blackford; Resolution 05-0515 providing for the Development Agreement for Prairie Business Park, LLC/R&R Realty Group, authorizing annual appropriation tax increment payments and pledging certain tax increment revenues to the payment of the agreement shall be approved.

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

**D. Resolution 05-0615 Authorizing Bond Purchase Agreement with Piper Jaffray and Co. for sale of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015**

Travis Squires of Piper Jaffray provide the sales results and uses of the funds. Squires was pleased to report that the City had again received a Aa2 rating on the City's financial position.

Moved by Altringer, Seconded by Bickford; Resolution 05-0615 Authorizing Bond Purchase Agreement with Piper Jaffray and Co. for the sale of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015 shall be approved.

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

## **COUNCIL ACTIONS**

### **A. 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services (updating agreement)**

Moved by Bickford, Seconded by Blackford; the updated 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services shall be approved.

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

## **COUNCIL DISCUSSIONS**

### **Mayors Report**

Mayor Armstrong recommended the following appointments to the Tree Board. He stated that these terms would be staggered as follows; term expires January 2016 - Charmin Sterbenz, January 2017 - Morgan Molden and Teresa Barrett, January 2018 - Russ Lickteig and James Hinchliff and January 2019 Lee Goldsmith and Mark Dungan

Moved by Bickford, Seconded by Blackford; the appointments to the Tree Board shall be approved.

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

### **City Attorney Report**

No report

### **City Engineer Report**

City Engineer Gade stated that SE 19<sup>th</sup> Street is now open on the Grimes side but closed at 62<sup>nd</sup> Street this next week. He also stated that work is going well on the sanitary sewer that is going in along Hwy 141 on the west side of the road.

### **City Staff Report**

Public Works Administrator Dave Sigler advised that they are continuing to move into the new building along with doing some painting inside the building.

### **Old Business**

none

### **New Business**

none

### **Recess Open Session**

Recess Open Session at 6:16 pm.

### **Reconvene Open Session**

Reconvene Open Session at 6:19 pm.

**Resolution 05-0315 providing for Closed Session ref 21.5 1 (c) To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.**

Moved by Blackford, Seconded by Altringer; Resolution 05-0315 providing for Closed Session shall be approved.

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

**Rise from Closed Session**

Moved by Altringer, Seconded by Bickford; the Council shall rise from Closed Session.

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

**Reconvene Open Session**

Moved by Blackford, Seconded by Patterson; the Council shall reconvene to Open Session at 6:38 p.m.

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

**Open Session – cont.**

Mayor Armstrong advised that no action is taken from Closed Session but general direction is given to Attorney Henderson to act on behalf of the City as discussed in Closed Session.

**New Business – cont.**

**Adjourn.** Moved by Altringer; Seconded by Bickford; there being no further business, the meeting shall be adjourned at 6:40 p.m.

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

ATTEST:

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Rochelle Williams, City Clerk

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Tom Armstrong, Mayor



The workshop meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, May 26, 2015 at 7:00 p.m. at Grimes City Hall.

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

**APPROVAL OF THE AGENDA**

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

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

**Engineering Discussion**

City Engineer John Gade provided an overview of Fox Engineering services to the City of Grimes.

**New Business**

Moved by Altringer, Seconded by Bickford; there being no further business, the workshop meeting is adjourned at 9:10 pm.

ATTEST:

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

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

**TOBACCO PERMITS**

**2015/2016**

<b>TAB</b>	<b>Name</b>	<b>Site Address</b>	<b>Mail Address</b>	<b>Permit #</b>	<b>Approval Date</b>
2	Casey's General Store	206 E 1st Street	PO Box 3001 Ankeny IA 50021-8045	16-001	06/09/2015
3	Fareway Store	351 SE Gateway Dr.	PO Box 70 Boone, IA 50036	16-002	06/09/2015
5	Johnson's 66	101 SE Main	Same	16-003	06/09/2015
6	Krueger BP #4	1905 SE 37th	PO Box 65010 West Des Moines IA 50265	16-004	06/09/2015
7	Kum & Go # 141	1880 SE Princeton Dr.	6400 Westown Pkwy, WDM IA 50266	16-005	06/09/2015
8	Kum & Go # 237	801 E. 1st Street	6400 Westown Pkwy, WDM IA 50266	16-006	06/09/2015
13	Walmart #5748	2150 E. 1st Street	Wal-Mart Stores Inc. 702 SW 8th St. Dept #8916 Bentonville, AR 72716	16-008	06/09/2015
14	Spirits	109 E. 1st Street	Same	16-009	06/09/2015
15	QuikTrip	1900 SE 37th St	QT, PO Box 3475 Tulsa, OK 74101-3475	16-010	06/09/2015
16	Dollar General	421 SE Gateway Drive	100 Mission Ridge, Goodlettsville, TN 37072 Attn: Chris (Tax Licensing)	16-011	06/09/2015

# HDSUPPLY

CONSTRUCTION & INDUSTRIAL  
WHITE CAP

# INVOICE

BRANCH ADDRESS  
104 - DES MOINES  
(515) 243-6969  
1631 2ND AVENUE  
DES MOINES IA 50314

INVOICE NUMBER
50002741242
INVOICE DATE
05/20/2015
CUSTOMER PO NUMBER
STOCK

Credit Services 501 W. Church Street, Orlando, FL 32805-2247

RECEIVED MAY 26

ENROLLMENT TOKEN: DDK DMB HKK

SOLD TO: 10000062660  
3081 1 MB 0.435 E0054 I0099 D1343801131 P2603781 0002:0002

TERRITORY:  
SHIP TO: 10000439083

PLEASE REMIT PAYMENT TO:  
HDS WHITE CAP CONST SUPPLY  
P.O. Box 4852  
ORLANDO, FL 32802-4852



CITY OF GRIMES  
101 NE HARVEY ST  
GRIMES IA 50111-2180

CITY OF GRIMES/YARD  
101 NE HARVEY ST  
GRIMES IA 50111

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
05/13/2015	16836875	BLAKE PUTNEY		WELCH, DEBORAH				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
104	10000439083	NET 30 DAYS	4. COMMON CARRIER	CITY OF				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	547WASHOUT66	6'X6'X12" CORRUGATED CONCRETE WASHOUT	60	82.89 EA	0	60	4,973.40	0.00
<p>cc App. 6-9-15</p> <p>PO p/2</p> <p>310-750-6761.8 MW</p>								



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You can now view and pay your bills online with White Cap's new Invoice Gateway. Search for invoices from the past year, and download invoice data directly into your accounting system (such as QuickBooks®). Get setup today by going to [www.whitecap.com](http://www.whitecap.com). Click on the REGISTER link and complete the New User Form. Once you have completed registration call 1-800-WHITECAP to get your account(s) linked to your whitecap.com user ID and then log on and look for the Invoice Gateway link. Already have a Whitecap.com user ID? Log on today and look for the Invoice Gateway link.

For questions regarding this invoice please call 1-800-WHITECAP (1-800-944-8322).

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE  
Visit [http://whitecap.com/misc/terms\\_and\\_conditions.pdf](http://whitecap.com/misc/terms_and_conditions.pdf) to view complete terms and conditions.

TOTAL GROSS	4,973.40
TOTAL TAX	0.00
TOTAL SHIPPING AND HANDLING	0.00
TOTAL INVOICE	4,973.40

RECEIVED BY: KURTZ SIGNATURE COPY ON FILE

Please verify that the remit to address you are using agrees to the address shown at the top of this invoice.

To: City of Grimes  
From: Marisa Dahl

Marisa Dahl  
1000 NW 3rd Ct.  
Grimes, IA 50111

We are requesting that Northwest 3rd Court in Autumn Park be blocked for our neighborhood block party on June 13th, 2015. The party begins at 3:00pm and we remove the road block at 10:00pm. We have notified all of the neighbors and will be notifying the builder of the home being built on this block. Thank you.

Marisa Dahl



**MUNICIPAL SUPPLY, INC.**

*Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313  
 PH: (515) 262-1300 FAX: (515) 262-6662  
 WATS (800) 747-2025

INVOICE NUMBER: 0590650-IN  
 INVOICE DATE: 5/19/2015

ORDER NUMBER:  
 ORDER DATE:  
 SHIP DATE: 5/14/2015  
 SALESPERSON: C. ALAN BURNHAM  
 CUSTOMER NO: 10-GRIMES

RECEIVED MAY 21

SOLD TO:  
**CITY OF GRIMES**  
 101 N E HARVEY  
 GRIMES, IA 50111

SHIP TO:  
**CITY OF GRIMES**  
 101 N E HARVEY  
 GRIMES, IA 50111

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
JAKE		AL			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
C23XXXXG1GAXX 2" C2 OMNI COMP MTR 1000G 15 1	EACH	5.00	5.00	0.00	1,432.000	7,160.00
CF31-77NL 2" NL BRONZE MTR FLANGE TAPT 2	EACH	10.00	10.00	0.00	63.700	637.00
75C300BSQ0Z 3/4" X 3" PLTD SQ HEAD BOLT	EACH	20.00	20.00	0.00	1.700	34.00
75CNFHB 3/4" BRASS FINISH HEX NUT	EACH	20.00	20.00	0.00	1.650	33.00

ORDER# 452616

CC App. 6-9-15

PO #12

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

Net Invoice: 7,864.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Invoice Total: 7,864.00**

P.O. No. \_\_\_\_\_

15576 ✓

# CITY OF GRIMES

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

## PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier

Municipal Supply  
Name

Des Moines  
Address

Phone Number/Fax Number

ITEMS

QTY

UNIT PRICE

TOTAL

5-2" meters w/ fittings

\$ 7,864.00

PURCHASE JUSTIFICATION: \_\_\_\_\_

DEPARTMENT:

Distribution

LINE ITEM:

600-5-810-6350.3

BEGINNING BUDGET BALANCE: \_\_\_\_\_

ENDING BUDGET BALANCE: \_\_\_\_\_

PURCHASE REQUESTED BY:

[Signature]

DATE:

5/26/15

### PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown

Kelley L. Brown City Administrator/Clerk (09)

5-26-15

Date

6-9-15

Council Approval date: (if over \$2500)

Purchaser's Copy

Vendor's Copy

File Copy

# Change Order No. 1

Project: <b>Grimes HWY 141-Sanitary Sewer Improvements</b>	Date of Contract: <b>April 15, 2015</b>
Owner: <b>City of Grimes</b>	Owner's Contract No.:
Engineer: <b>FOX Engineering</b>	Engineer's Project No.: <b>2454-15A</b>
Contractor: <b>J&amp;K Contracting LLC</b>	Date of Issuance: <b>June 1, 2015</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**DESCRIPTIONS:**

Item 1 Abandon three existing sanitary sewer manholes in place by removing the top section, plugging sanitary sewer inlets and outlets with concrete, backfilling manhole with sand, and covering the top section with soil backfill.

Attachments: Change Request from J&K Contracting dated May 21, 2015

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$343,170.00

Increase  Decrease from previously approved Change Orders:  
\$0.00

Contract Price prior to this Change Order:  
\$343,170.00

Increase  Decrease of this Change Order:  
\$4,050.00

Contract Price incorporating this Change Order:  
\$347,220.00

**CHANGE IN CONTRACT TIMES:**

Original Contract  Working  Calendar  
Substantial completion: July 10, 2015  
Ready for final payment: September 25, 2015

Increase  Decrease from previously approved Change Orders:  
Substantial completion (days):  
Ready for final payment (days):

Contract Times prior to this Change Order:  
Substantial completion: July 10, 2015  
Ready for final payment: September 25, 2015

Increase  Decrease of this Change Order:  
Substantial completion (days):  
Ready for final payment (days):

Contract Times with all approved Change Orders:  
Substantial completion: July 10, 2015  
Ready for final payment: September 25, 2015

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 6/1/2015

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 6/1/15



1307 E. Lincoln Way  
Ames, IA 50010  
Phone 515-233-5500  
Fax 515-233-4049

**DATE:** 5/21/2015

**CR #** 1

**FOR:** *Abandon Existing  
Manholes*

**Attn:** John Washington  
Fox Engineering

DESCRIPTION	AMOUNT
<p><b>**Pricing to abandon 3 existing manholes in place. Work will include removal of the top 3-4' of each manhole, plugging existing sewer with concrete, filling the remaining manhole with fill sand, and burying the remaining manhole in place.</b></p> <p>Abandon Manhole - 3 EA @ \$1,350.00/EA</p>	4,050.00
<b>TOTAL</b>	<b>\$ 4,050.00</b>

If you have any questions concerning this request, please contact us directly 515-233-5500.

**THANK YOU FOR YOUR BUSINESS!**

DATE: June 1, 2015

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

RE: ASR Well No. 1  
3364-13A.600

DELIVERY: Hand-Delivered

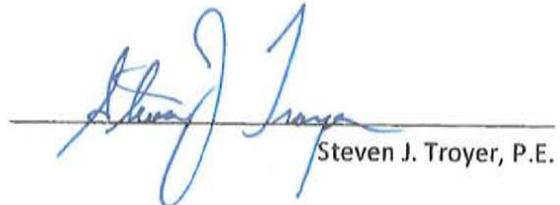
ITEMS: 1. Three (3) copies of Change Order No. 9

COMMENTS:

Kelley,

Please find enclosed three copies of Change Order No. 9. This change order includes address numerals, the fire alarm control panel label, chemical placards, additional wiring and programming to accommodate the GE Apollo Controllers, replacement of the mother board in the existing magnetic flow meter, injection of acid into the pump, and test operation of the pump. If approved by council, please sign and date each copy. Please return two copies to me and keep one copy for your records.

Let me know if you have any questions. Thank you.



Steven J. Troyer, P.E.

COPY TO:

Date of Issuance: 5/29/2015	Contract Effective Date: March 25, 2014
Owner: City of Grimes, Iowa	Owner's Contract No.:
Contractor: C.L. Carroll Co., Inc.	Contractor's Project No.:
Engineer: FOX Engineering	Engineer's Project No.: 3364-13A
Project: ASR Well No. 1, Well Pump and Control Building Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

- Item 1** Change Proposal Request (CPR) 013 and Change Proposal (CP) 013: Provide permanent address numerals. Provide fire alarm control panel label. Provide chemical placards. All items shall be as directed in CPR 013. Install address numerals with attachment method number 2, projected jam nut mount. Add \$778.80 for this change.
- Item 2** CPR 014 and CP 014: Provide additional TSP wiring from control panel to VFDs. Provide control panel programming to indicate pump differential pressure. Add \$254.07 for this change. Programming work shall be completed as part of the allotted 20 hours of post-acceptance programming, as specified in Section 16900, paragraph 1.10.
- Item 3** CP dated 5/19/2015: Replace mother board in the existing magnetic flow meter. Add \$2,245.73 for this change.
- Item 4** Work Change Directive 3 and CP dated 5/26/2015: Inject hydrochloric acid solution into the column pipe and operate the pump after 24 hours as detailed in Work Change Directive 3. Add \$3,213.00 for this change. Add 14 days to substantial and final completion dates.

Attachments: CPR 13, CPR 14, Four change proposals with attachments, Work Change Directive 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 1,586,000.00	Original Contract Times: Substantial Completion: <u>June 1, 2015</u> Ready for Final Payment: <u>July 1, 2015</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>8</u> : \$85,522.72	Increase from previously approved Change Orders No. <u>1</u> to No. <u>7</u> : Substantial Completion: <u>30 days</u> Ready for Final Payment: <u>30 days</u>
Contract Price prior to this Change Order: \$ 1,671,522.72	Contract Times prior to this Change Order: Substantial Completion: <u>July 1, 2015</u> Ready for Final Payment: <u>July 31, 2015</u>
Increase of this Change Order: \$ 6,491.60	Increase of this Change Order: Substantial Completion: <u>14 days</u> Ready for Final Payment: <u>14 days</u>
Contract Price incorporating this Change Order: \$ 1,678,014.32	Contract Times with all approved Change Orders: Substantial Completion: <u>July 15, 2015</u> Ready for Final Payment: <u>August 14, 2015</u>

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>		<b>ACCEPTED:</b>	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: _____	Title: <u>PRESIDENT</u>	Title: _____	Title: <u>PRESIDENT</u>	Title: _____
Date: <u>6-1-15</u>	Date: _____	Date: <u>5/29/15</u>	Date: _____	Date: <u>5/29/15</u>	Date: _____



April 22, 2015

Rod Ray  
C.L. Carroll Co., Inc.  
3623 6th Ave,  
Des Moines, IA 50313  
515-282-7495

RE: ASR Well No. 1, Well Pump and Control Buildings Improvements  
Change Proposal Request 013

Rod:

Please provide itemized pricing for each of the following changes:

1. Provide permanent address numerals. Permanent address numerals shall be provided. The address "302" shall be identified in contrasting-color 6-inch high numerals installed on the front of the building east of door 101B. Numerals shall be aluminum block numerals, individually mounted to the exterior of the building. Submit proposed typeface and finish as shop drawing under section 10990.
2. Provide fire alarm control panel label. A sign identifying the FACP shall be installed on the exterior of the electrical room door (D104). Sign shall consist of white text "FACP" on a red background. Sign shall have beveled edges and shall be rear-engraved, providing a smooth front surface. Front-engraved sign shall be unacceptable. Sign shall be mounted to door with screws.
3. Provide chemical placards. Provide and install placards in accordance with NFPA 704. Placards shall be installed on the exterior of doors 103A and 101B. Each placard shall be a minimum of 16-inches by 16-inches and constructed of rigid polystyrene. Placards shall be J.J. Keller Product Code 502 (010-HCL-R) or equivalent. Hazard ratings shall be as follows:
  - Health (Blue): 3
  - Flammability (Red): 1
  - Reactivity (Yellow): 1
  - Special Handling (White): ALK/OX

Please submit the change proposal via email for review. If you have any questions, please let me know.

Sincerely,  
FOX Engineering Associates, Inc.

*Taylor Hopper*

Taylor Hopper, P.E.

cc: Submittal Exchange

Since 1958



# C.L. Carroll Co.

Incorporated



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3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

---

## Change Proposal

**DATE: 5/12/15**

**RE: Extra Signage**

**Taylor/Steve,  
Below is the requested pricing for CPR13**

<b>(1) Supplier</b>	<b>= \$468.00</b>
<b>(2) Labor</b>	<b>= \$120.00</b>
<b>(3) Materials</b>	<b>= \$20.00</b>
<b>(4) GC Office</b>	<b>= \$100.00</b>
<b>Subtotal</b>	<b>= \$708.00</b>
<b>Markup</b>	<b>= \$70.80</b>

**TOTAL THIS CHANGE: \$778.80**

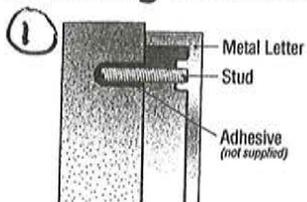
**Sincerely**

**Rod Ray  
Project Manager  
C.L. Carroll Co. Inc.**

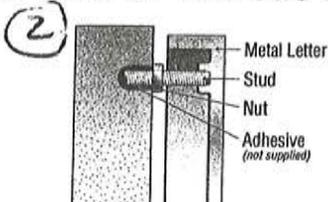
By Gemini

## Mounting Methods for Cast or Cut-out Letters and Logos

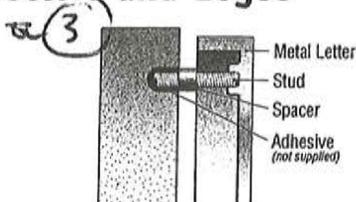
*Adhix*



**Flush Mount**  
Studs are set in adhesive cement. There is no space between the letter and the surface.



**Projected Jam Nut Mount**  
Studs are set in adhesive cement. Stainless steel jam nuts are inserted between the letter and the mounting surface.



**Projected Spacer Mount**  
Studs are set in adhesive cement. Pre-cut spacers are inserted between the letter and the mounting surface.

### Metal Letters

Cast Metal



Brushed

Price as Listed



Anodized

Clear Anodized - Add 10%



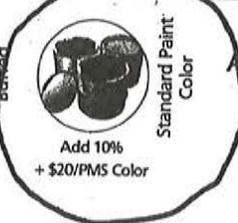
Anodized

Colored Anodized Finishes - Add 45%



Brushed

Brushed price x 2



Standard Paint Color

Add 10% + \$20/PMS Color

Aluminum Finishes

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz 1234567890/&-.,

UPPER	LOWER
2"	1½"
3	2¼
4	3
5	3¾
6	4½
8	6
9	6¾

AVG. WIDTH	APPROX. DEPTH	MIN.-MAX. STROKE
1¾"	¾"	¾" - 1½"
2¾"	½"	¼" - 1¼"
3½"	⅝"	¾" - 1½"
4¼"	¾"	1½" - 1½"
5¾"	¾"	1½" - 1½"
6¾"	¾"	1½" - 1½"
7¼"	¾"	1½" - 2"

**ABC**

Helvetica

30Z



1500

EPCO Ltd., Inc.  
1159 E. Pierce St.  
Council Bluffs, IA 51503  
Ph: 712-322-0308  
Fx: 712-323-7575

# HC300 ADA System

**BEST**

10426/BES  
Buyline 3682



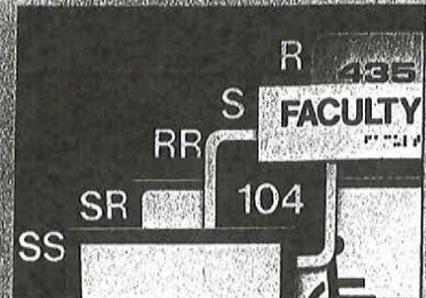
Smooth front face  
White text (no Braille)  
Red Background  
Screw mounting



An economical ADA solution. Lettering and braille available in any "MP" color; background can be any "MP" color or a custom color. Copy is 5/8" (16) Standard Medium Graphic Blast® raised 1/32". Standard 3/8" (10) raised borders and 1/2" (13) radius corners; vinyl foam tape or holes and screws standard mounting. Standard thickness 1/8" (3). Specify changes from standard.

- A HC300A 6" x 8" Pictogram (152 x 203) Any International Symbol
- B HC300B 6" x 6" Directional (152 x 152)
- C ~~HC300C 8" x 6" Room Name (203 x 152)~~
- D HC300D 6" x 2" Room Number (152 x 51)
- E HC300E 10" x 3" Room Name (254 x 76)
- F HC300F 6" x 6" Room Name (152 x 152)
- G HC300G 6" x 6" Changeable Message 5" x 1" window;  
5 9/16" x 1 1/8" insert; (152 x 152) (127 x 25) (141 x 29)  
Optional lexan cover available for insert
- H HC300H 8" x 8" Slot - 1/4" (6) "MP" only; 8" x 1" slot;  
8" x 1" insert (203 x 203) (203 x 25) (203 x 25)
- I HC300I 8" x 8" Room Name (203 x 203)

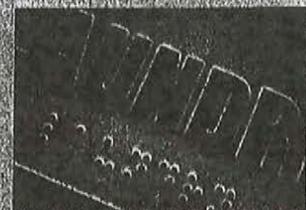
## CORNER/BORDER STYLES FOR ANY ADA SYSTEM



## CORNER/BORDER STYLES

- SS - Square corner/Square border
- SR - Square corner/Radius border
- RR - Radius corner/Radius border
- S - Square corner/No border
- R - Radius corner/No border

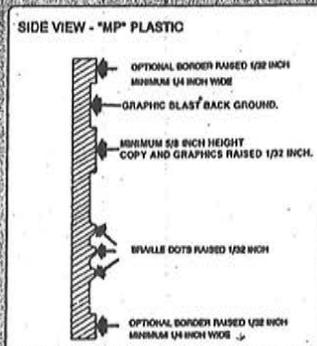
To specify, add style letters as suffix to module number.



STANDARD BRAILLE



DOMED BRAILLE





May 13, 2015

Rod Ray  
C.L. Carroll Co., Inc.  
3623 6th Ave,  
Des Moines, IA 50313  
515-282-7495

RE: ASR Well No. 1, Well Pump and Control Buildings Improvements  
Change Proposal Request 014

Rod:

Please provide itemized pricing for each of the following changes:

1. Electrical

- a. Provide 1 TSP from new control panel to VFD-1A.
- b. Provide 1 TSP from new control panel to VFD-1B.
- c. Existing raceway paths for 4-20mA signals to/from the VFD's may be used for these new signals, so ideally, no new conduit is added.
- d. Alter locations of control wiring terminations at VFD-1A and 1B to account for newly added controller. The controller will be supplied and installed by GE, with detailed markups/drawings by GE with feedback from Engineer.

2. Controls

- a. New control panel drawing 1832C page 11 of 14 shows two spare analog outputs, which will be used in this CPR. No added I/O card will be needed.
- b. Wiring and function of outputs will be the same, one for VFD-1A, the other for VFD-1B. Programming of the output will be to indicate the pump differential pressure. The pressure will be a 4-20mA signal, scaled, and calibrated to match the needs of the VFD supplier's controller settings.
  - i. While in a flushing mode, the pump differential pressure will be calculated as the pump setting depth (615 feet or 266 psi) less the depth of water over the inlet of the pump (as reported by the submersible level transmitter).
  - ii. While in a recovery mode, the pump differential pressure will be calculated as the pump setting depth (615 feet or 266 psi) plus the pressure in the distribution system (as reported by the pressure transmitter near the standpipe) less the depth of water over the inlet of the pump (as reported by the submersible level transmitter).
  - iii. While transitioning between flushing and recovery, the differential pressure will not include the standpipe level until the distribution valve is commanded open.
  - iv. While the pump is not running, the differential pressure will be a zero/minimum value, corresponding to 4mA.
- c. This programming shall be completed as part of the allotted 20 hours of post-acceptance programming, as specified in Section 16900, paragraph 1.10. Please provide the estimated number of hours required for this task.

---

Please submit the change proposal via email for review. If you have any questions, please let me know.

Sincerely,  
FOX Engineering Associates, Inc.

*Taylor Hopper*

Taylor Hopper, P.E.

cc: Submittal Exchange

Since 1958



# C.L. Carroll Co.

Incorporated



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3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

---

## Change Proposal

**DATE: 5/14/15**

**RE: CPR 14**

**Taylor/Steve,**  
**Below is the requested pricing for CPR14**

- (1) Kline Quote = \$194.35**
- (2) GC Markup = \$9.72**
- (3) GC Office = \$50.00**

**TOTAL THIS CHANGE: \$254.07**

**Sincerely**

**Rod Ray**  
**Project Manager**  
**C.L. Carroll Co. Inc.**

# Price Request

---

## Kline Electric

6355 NE 14TH STREET

DES MOINES IA 50313

Date: 5-13-15

Owner/Contractor: C.L. Carroll

Project Name: Grimes Well

Job Number: 1092

Change Order Number: PR#14

Change the work to be performed under the original contract as follow:

Pull 1-TSP Cable between control panel to VFD-1A

Pull 1-TPS Cable between control panel to VFD-1B

This price does not include any additional piping.

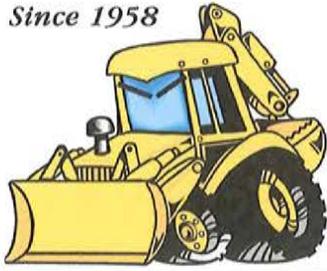
Material	\$39.00
Labor \$65.00 x 2	\$130.00
Markup 15%	\$25.35

Office Handling Fee \$0

**Change order total: \$194.35**

Authorized signature for cost and labor adjustments:

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Incorporated



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---

## Change Proposal

**DATE: 5/19/15**

**RE: Existing Meter Mother Board Replacement**

**Taylor/Steve,**

**Below is the requested pricing for the replacement of the mother board in the existing meter so that the meter will be able to remote read to the new Jetco panel.**

<b>Kline Electric</b>	<b>\$2,043.55</b>
<b>GC Mark Up</b>	<b>\$102.18</b>
<b>GC Office</b>	<b>\$100.00</b>

**TOTAL THIS CHANGE: \$2245.73**

**Sincerely**

**Rod Ray  
Project Manager  
C.L. Carroll Co. Inc.**

# Price Request

---

## Kline Electric

6355 NE 14TH STREET  
DES MOINES IA 50313

Date: 5-18-15

Owner/Contractor: C. L. Carroll  
Project Name: Grimes Well  
Job Number: 1092  
Change Order Number: PR

Change the work to be performed under the original contract as follow:

Price Request to replace M-2000 PCB Mother board Assembly for existing flow meter.  
Includes removal of old and re-placing with new.

Material	\$1,277.00
Labor \$	\$500.00
Markup 15%	\$266.55

Office Handling Fee \$0  
Change order total: \$2,043.55

Authorized signature for cost and labor adjustments:

# Work Change Directive No. 3

Project: <b>ASR Well No. 1, Well Pump and Control Building Improvements</b>	Date of Contract: <b>March 25, 2014</b>
Owner: <b>City of Grimes, Iowa</b>	Owner's Contract No.: <b>N/A</b>
Engineer: <b>FOX Engineering Associates, Inc.</b>	Engineer's Project No.: <b>3364-13A</b>
Contractor: <b>C.L. Carroll Co., Inc.</b>	Date of Issuance: <b>May 27, 2015</b>

**You are directed to proceed promptly with the following change(s):**

- Item 1** Inject 660 gallons of a 50/50 mixture of 22 degree hydrochloric acid and water into the column pipe, followed by at least 200 gallons of water to ensure the acid solution reaches the pump. About 4 hours after acid injection, bump the pump to make sure the acid gets into the pump. Allow the acid solution to remain in the pump for 24 hours and then operate the pump to remove the acid solution and determine if the pump will operate properly. If necessary, neutralize the acid solution prior to discharge to the sanitary sewer. Pump operation shall be by Jetco with phone support from GE as required. Add \$3,213.00 for this change

**Attachments:** C.L. Carroll Change Proposal dated 5/26/15

**Purpose for Work Change Directive:**

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- Non-agreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

**Estimated change in Contract Price and Contract Times:**

- Increase     Decrease of Contract Price:    \$3,213
- Increase     Decrease of Contract Times:    14 days

Recommended for Approval by Engineer:	Date:
<i>Stacy Brown</i>	5-27-15
Authorized for Owner by:	Date:
<i>Kevin ... Tom Armstrong - Emergency</i>	5-27-15
Accepted for Contractor by:	Date:
<i>[Signature]</i>	5/29/15

Since 1958



# C.L. Carroll Co.

Incorporated



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3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

---

## Revised Change Proposal

**DATE: 5/26/15**

**RE: Well Pump Acidizing**

**Taylor/Steve,**

**Below is the requested pricing for the acidizing of the well to free up the GE supplied pump.**

<b>Northway Well</b>	<b>\$2,500.00</b>
<b>Jetco 3Hrs@\$100/Hr</b>	<b>\$300.00</b>
<b>GC Labor</b>	<b>\$ 160.00</b>
<b>GC Office</b>	<b>\$100.00</b>
<b>Sub Total</b>	<b>\$3,060</b>
<b>GC Markup</b>	<b>\$153.00</b>
<b>TOTAL THIS CHANGE:</b>	<b><u>\$3,213</u></b>

**NOTES:**

**(1) C.L. Carroll Co. Inc. has been instructed by Fox Eng. to price the work as described above, and we do not take any responsibility as to the effectiveness of this procedure. As the general contractor, we are merely supplying the labor and materials for this work. We will not be responsible for pump warranty issues for this procedure. Fox Engineering has contacted Royce Radditz with GE, and was told that this would not effect there warranty.**

**(2) If it is decided that this is a corrosion issue and the pump is to be pulled, there would need to be an additional work order to cover the costs of Northway Well to remove the pump.**

**Sincerely  
Rod Ray  
Project Manager  
C.L. Carroll Co. Inc.**

CC APP 6-9-15

**The Iowa Clinic Invoice for Johnston and Grimes Fire Department for Annual Physicals  
2015**

**Johnston Fire Department:**

40+ : 13 firefighters x \$320/physical and related services = \$4160

30-39: 6 firefighters x \$320/physical and related services = \$1920

20-29: 2 firefighters x \$320/physical and related services = \$640

**Total: \$6720**

**Grimes Fire Department:**

40+: 4 firefighters x \$320/physical and related services = \$1280 - every year

30-39: 7 firefighters x \$320/physical and related services = \$2240 - every other year

20-29: 4 firefighters x \$320/physical and related services = \$1280 - every third year

**Total: \$4800**

Please remit payment to:

The Iowa Clinic- Urgent Care Work Comp

Attn: Jill Villalobos, Administrative Director Primary Care Services

5950 University Ave

West Des Moines, IA 50266



May 30, 2015

City of Grimes Iowa  
101 NE Harvey Street  
Grimes, IA 50111

Dear City Clerk:

The purpose of this letter is to request a permit for Cutty's Des Moines Camping Club, Inc. fireworks display scheduled for Saturday, July 3rd at 10500 N.W. 54<sup>th</sup> Avenue. Enclosed you will find a device list, and insurance coverage.

No overnight storage is required. Delivery will be made on the day of the show by our vehicle in full compliance with DOT regulations, including an authorized emergency response number, \$10,000,000 transportation insurance, hazmat trained CDL driver, and an inspected and placarded vehicle.

A shoot team has not been assigned as yet for this display. We can submit information on the crew if you require it. As per Federal regulations, we have submitted information on all of our shooters to the A.T.F. for their Letter of Clearance.

Please feel free to contact us with any questions pertaining to the safe transport, use, permitting, storage or anything else pertaining to fireworks. We will be happy to assist in any way we can.

Sincerely,

Mark R. Johnson  
Vice President

18064 170th Avenue,  
Yarmouth, Iowa 52660-9772  
1-800-648-3890  
Fax: 1-319-394-3265  
Email: [main@jandmdisplays.com](mailto:main@jandmdisplays.com)  
[www.jandmdisplays.com](http://www.jandmdisplays.com)

## Total Shell summary for Proposal 14387 *Cutty's Des Moines Camping*

### Multi-shell Barrage Units

Diameter: 0.75"	Quantity: 2	shell count: 50
Diameter: 1.2"	Quantity: 6	shell count: 258
Total Quantity: 8		Total shell count: 308

### Shells

Diameter: 0"	shell count: 0
Diameter: 3"	shell count: 62
Diameter: 4"	shell count: 70
Total shell count: 132	

**Total shell count: 440**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No, Ext): 216-658-7100	FAX (A/C, No):	
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B : Everest National Insurance Company		10120
	INSURER C : James River Insurance Co		
	INSURER D : Maxum Indemnity Company		26743
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER: 222221440

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SI8ML00060-151	1/15/2015	1/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00033-151	1/15/2015	1/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			00051579-3	1/15/2015	1/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Excess Liability			EXC6018022	1/15/2015	1/15/2016	Each Occurrence \$4,000,000 Aggregate \$4,000,000 Total Excess Limits \$9,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FIREWORKS DISPLAY DATE: JULY 3, 2015

RAIN DATE: TBD

LOCATION OF EVENT: CAMPGROUND

ADD'L INSURED: THE CITY OF GRIMES, IOWA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS & LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; CUTTY'S DES MOINES CAMPING CLUB (SPONSOR)

**CERTIFICATE HOLDER****CANCELLATION**

Cutty's Des Moines Camping Club  
2500 SE 37th Street, Unit A  
Grimes IA 50111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Koch Brothers  
 301 E. Locust St  
 Des Moines, Ia 50309  
 Phone (800) 934-5624  
 Fax (515) 244-8396  
[www.kochbrothers.com](http://www.kochbrothers.com)

Thursday, June 04, 2015

CITY OF GRIMES  
 101 N HARVERY STREET  
 GRIMES, IA 50111

**Equipment Proposed**

<u>QTY</u>	<u>Make</u>	<u>Model</u>	<u>Description</u>
1	Lanier	MP C4503	Forty Five PPM Color MFP
1	Lanier	MP C4503	Finisher SR3160
1	Lanier	MP C4503	Paper Feed Unit PB3160
1	Lanier	MP C4503	Bridge Unit BU3070
1	Lanier	MP C4503	Fax Option Type M4
1	Lanier	MP C4503	15 Amp Power Filter

<u>Purchase Price</u>	<u>Lease Payment</u>	<u>Lease Term</u>	<u>Annual GMA</u>
\$9,779.00	\$174.56	60	\$2,112

**Guaranteed Maintenance Agreement**

The guaranteed maintenance agreement includes all parts, service, labor, and toner (paper and staples excluded.) The agreement also includes 7,500 monochrome images per month with overages charged at \$0.00880000 per monochrome image. Also included in the agreement is 2,000 color images per month with overages charged at \$0.05500000 per color image.

Thank you for the opportunity to submit a proposal. Please contact us if you have any questions or need any additional information at (800) 934-5624.

Sincerely,

Andrew Dosch  
 Koch Brothers





LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City of Grimes
Tax ID#:
Telephone No: 5159863036

Billing Address: 101 NE Harvey St, Grimes, IA 50111
Equipment Location (if other than Billing Address): 101 NE Harvey St, Grimes, IA 50111

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 5 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: 1, Lanier MPC4503 Copier System, lanier, MPC4503

Table with 4 columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$174.56), END OF LEASE PURCHASE OPTION (Fair market value, 10% of Equipment cost, \$1.00), and various fees (Advance Payment, Security Deposit, Documentation Fee, Total due).

\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").

- provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: City of Grimes
Print Name:
Title:
X Lessee Authorized Signature
E-Mail Address:
Date:

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X
Print Name:
E-Mail Address:
Accepted by:
LEAF Capital Funding, LLC By:
Title:
Date:



## State and Local Government Addendum

Reference: **Application No. 303757**

This Addendum is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City of Grimes** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail.

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement, then you will give us written notice and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available. Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.



# Maintenance Agreement

325 Grand Avenue, Des Moines, Ia 50309 . 228 Northland Ct., Cedar Rapids, Ia 52402  
 Phone: (800) 934-5624

Date 6/4/2015  
 Customer #  
 Representative Andrew Dosch

**SHIP TO**

CITY OF GRIMES  
 101 N HARVERY STREET  
 GRIMES, IA 50111  
 Contact: Jeff Macke  
 Meter Contact:  
 Meter Method:  
 E-Mail RWILLIAMS@CI.GRIMES.IA.US

**BILL TO**

CITY OF GRIMES  
 101 N HARVERY STREET  
 GRIMES,IA 50111

Maintenance Type:	0	Annual Amount:	<b>\$2,164.80</b>
Contract Length (months):	12	Includes Toner:	Yes
Contract Start Date:		DCA:	Managed

ITEM	Monthly Allowance	Base Billed	Overage	Overage Frequency
B/W	8000	Annual	0.0088	Quarterly
COLOR	2000		0.055	
B/W PRINTER	0			
COLOR PRINTER	0			

If wide-format, billing is per Square Foot / Linear Foot

Make/Model	Description	Serial Number	ID Number	Start Meter	
				B&W	Color
MP C4503	MP C4503 Forty Five PPM Color MFP				
416541	MP C4503 Finisher SR3160				
416544	MP C4503 Paper Feed Unit PB3160				
416551	MP C4503 Bridge Unit BU3070				
416564	MP C4503 Fax Option Type M4				
D5131NT	MP C4503 15 Amp Power Filter				
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			
0		0			

**Special Conditions/Comments:**

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

CUSTOMER ACCEPTANCE			KOCH BROTHERS REPRESENTATIVE	
Authorized Signature/Date	Print Name	Title	Signature	Date

To: 186134.0000 Koch Brothers Inc  
Generated Date: 6/04/2015  
Approval #: 303757  
Approval Expiration Date: 9/02/2015  
Approval Amount: \$25,000.00



**This is a credit approval only. This transaction will be funded only upon receipt of properly executed contract documents including a detailed invoice, verification of corporate status, and verification of equipment acceptance by the approved Customer.**

Congratulations! I am pleased to inform you that your credit application has been approved by LEAF Capital Funding, LLC under the following conditions:

- Legal Name:** City of Grimes
- Cost of Equipment:** \$9,779.27
- Term/Payment:** 60 (60 Monthly Payments @ \$174.56) (plus applicable taxes)
- Rate Factor:** 0.01785
- Purchase Option:** Fair Market Value
- Amount Due at Signing:** \$0.00. Please have the Customer's check made payable to LEAF Capital Funding, LLC and should be drawn on Customer's commercial checking account. If the check is made payable to you, the dealer, please provide a copy of the check.
- Equipment Description:** Lanier MPC4503 Copier System - \$9,779.27
- Equipment Location:** 101 NE Harvey St, Grimes, IA 50111
- Billing Location:** Same as above
- Required Documents:** Lease Agreement  
Vendor Invoice  
**All Tax Exempt Transactions require a Tax Exempt Certificate.**
- Contract Signed by:** Authorized officer, member or proprietor/owner based on legal structure.
- Invoice Requirements:** **MSRP guidelines must be followed on FMV transactions.**  
Pricing assumes the equipment is new and LEAF will pay vendor(s) directly. If used or refurbished please contact LEAF.  
Indicate **"Bill To" LEAF Capital Funding, LLC** and **"Ship To" Customer's Location.**  
Itemize each piece of equipment including price and serial numbers.
- Additional Conditions:** The credit approval contained herein is valid until the Approval Expiration Date shown above. This credit approval is not a commitment to fund and is subject to: (i) LEAF's receipt and approval of all required documentation, which must be properly executed, including, but not limited to, acceptable insurance coverage that names LEAF as a Loss Payee and an Additional Insured; (ii) no material adverse change in the financial condition of the vendor or any party executing any of the transaction documents shall have occurred; (iii) equipment installation and acceptance by the Customer; and (iv) no changes, substitutions or replacements to any of the conditions set forth in this approval shall have occurred.  
Any funding by LEAF to Vendor regarding this transaction is subject to Vendor complying with the following covenant, and to the extent Vendor breaches the following covenant it shall be liable to LEAF for damages caused to LEAF as a result:  
Vendor shall inform LEAF in writing if: (i) it has made any oral or written agreements or representations to Customer regarding the financing contract, or it has made a knowing misrepresentation regarding the lease or the equipment, (ii) it has altered the contract documents in any manner, and/or (iii) any or all of the Equipment is being supplied by any entity other than Vendor.

Thank you for choosing LEAF Capital Funding, LLC for your equipment financing needs.  
Sincerely,  
LEAF Capital Funding, LLC

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

<b>CUSTOMER: City of Grimes</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

# Change Order No. 4

Project: <b>Jordan Well</b>	Date of Contract: <b>May 10, 2013</b>
Owner: <b>City of Grimes, Iowa</b>	Owner's Contract No.: <b>N/A</b>
Engineer: <b>FOX Engineering</b>	Engineer's Project No.: <b>3364-12B</b>
Contractor: <b>Layne Christensen Company</b>	Date of Issuance: <b>June 9, 2015</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**DESCRIPTIONS:**

- Item 1** The City and Contractor have agreed that the City will complete the minor grading required around the well. This work is hereby removed from the contract. **Deduct \$1,000.00 for this change.**
- Item 2** Liquidated damages of \$5,800 were assessed as part of Change Order 3 in November of 2014. The project has not been completed in a timely manner since then, and the City has therefore incurred additional expenses and has elected to assess \$4,000.00 in additional liquidated damages. **Deduct \$4,000.00 for this change.**

Attachments: None.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$1,986,633.00

Increase  **Decrease** from previously approved Change Orders:  
\$43,771.00

Contract Price prior to this Change Order:  
\$1,942,862.00

Increase  **Decrease** of this Change Order:  
\$5,000.00

Contract Price incorporating this Change Order:  
\$1,937,862.00

**CHANGE IN CONTRACT TIMES:**

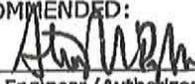
Original Contract  Working  Calendar  
Substantial completion: September 30, 2013  
Ready for final payment: October 31, 2013

Increase  Decrease from previously approved Change Orders:  
Substantial completion (days): N/A  
Ready for final payment (days): N/A

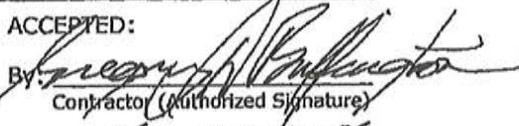
Contract Times prior to this Change Order:  
Substantial completion: September 30, 2013  
Ready for final payment: October 31, 2013

Increase  Decrease of this Change Order:  
Substantial completion (days): N/A  
Ready for final payment (days): N/A

Contract Times with all approved Change Orders:  
Substantial completion: September 30, 2013  
Ready for final payment: October 31, 2013

RECOMMENDED:  
By:   
Engineer (Authorized Signature)  
Date: JUNE 2/2015

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Date: May 29, 2015

# Engineer's Statement of Completion

Project: <b>Jordan Well</b>	Date of Contract: <b>May 10, 2013</b>
Owner: <b>City of Grimes, Iowa</b>	Owner's Contract No.: <b>N/A</b>
Engineer: <b>FOX Engineering Associates, Inc.</b>	Engineer's Project No.: <b>3364-12B</b>
Contractor: <b>Layne Christensen Company</b>	

I hereby state that the construction of the Jordan Well project by a Contract dated May 10, 2013 has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

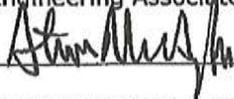
The work was completed on May 29, 2015. The Contract completion date is October 31, 2013.

I further state that the final contract amount due to the Contractor for the fulfillment of said Contract is \$1,937,862.00. The derivation of this total amount is tabulated on the attached sheet.

A total of \$1,845,718.90 has been paid previously, leaving \$92,143.10 due as of the date of this document. The remaining \$92,143.10 is retainage that shall then be paid no sooner than thirty (30) days following formal acceptance of the construction by the City Council provided that no unpaid claims exist in connection with this Contract. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after thirty (30) days following acceptance of the project by the City Council.

**Signed:**

FOX Engineering Associates, Inc.

By: 

Iowa Registration No.: 16044

Date: June 2, 2015

**Accepted by:**

City of Grimes

Resolution: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Distribution:

- Engineer
- Contractor
- Owner
- IDNR

**Summary Derivation of Final Contract Amount**  
**Jordan Well**  
**Grimes, Iowa**  
**FOX PN 3364-12B.680**

**Calculation of Final Contract Amount**

<b>Original Contract Amount</b>	<b>\$</b>	<b>1,986,633.00</b>
Change Order 1	\$	(6,337.00)
Change Order 2	\$	(18,064.50)
Change Order 3	\$	(19,369.50)
Change Order 4	\$	(5,000.00)
<b>Final Contract Amount</b>	<b>\$</b>	<b>1,937,862.00</b>

**Final Amount Due**

<b>Final Contract amount</b>	<b>\$</b>	<b>1,937,862.00</b>
Pay Request 1	\$	(176,556.55)
Pay Request 2	\$	(520,246.79)
Pay Request 3	\$	(174,030.69)
Pay Request 4	\$	(299,330.18)
Pay Request 5	\$	(153,712.00)
Pay Request 6	\$	(65,624.00)
Pay Request 7	\$	(188,042.54)
Pay Request 8	\$	(107,270.34)
Pay Request 9	\$	(156,092.83)
Pay Request 10	\$	(4,812.98)

**Final Amount Due for Pay Request 11** **\$** **92,143.10**  
**(release of retainage)**

Unit Price Contract

# Contractor's Application for Payment No. 11

Project:	Jordan Well	From (Contractor):	Layne Christensen Company	Application Date:	5/29/2015
To (Owner):	City of Grimes	Owner's Project No.:		Period From:	1/29/2015
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	3364-12B	Period To:	5/29/2015

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/11/2013		-\$6,337.00
2	2/25/2014		-\$31,885.50
2	2/25/2014		-\$12,024.00
2	2/25/2014	\$16,102.00	
2	2/25/2014	\$9,743.00	
3	10/29/2014		-\$15,207.00
3	10/29/2014	\$1,637.50	
3	10/29/2014		-\$5,800.00
4	5/29/2015		-\$1,000.00
4	5/29/2015		-\$4,000.00
TOTALS		\$27,482.50	-\$76,253.50
NET CHANGE BY CHANGE ORDERS			-\$48,771.00

1. ORIGINAL CONTRACT PRICE.....	\$	1,986,633.00
2. Net change by Change Orders.....	\$	-48,771.00
3. Current Contract Price (Line 1 + 2).....	\$	1,937,862.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	1,937,862.00
5. RETAINAGE:		
a. 5% X _____ Work Completed.....	\$	
b. 5% X _____ Stored Material.....	\$	
c. Less Total Retainage Released Early.....	\$	
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) (4-5d).....	\$	1,937,862.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,845,718.90
8. AMOUNT DUE THIS APPLICATION.....	\$	92,143.10
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	

**Contractor's Certification**

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

By: Gregory D. Burlington Date: 5/29/2015  
 Gregory D. Burlington, P.E.

Payment of \$ 92,143.10  
 (Line 8 or other - attach explanation of the other amount)

Is recommended by: [Signature] 6/2/15  
 (Engineer) (Date)

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

Is approved by: \_\_\_\_\_  
 (Owner) (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract): Jordan Well		Owner's Proj. No.:		Application Number: 11						
Contractor: Layne Christensen Company		Engineer's Proj. No.: 3364-12B		Application Date: 5/29/2015						
A		B		C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description				Installed					
1	Mobilization/Demobilization	1	\$171,018.00	\$171,018.00	1	\$171,018.00		\$171,018.00	100.0%	
2	Well Water Pollution Prevention Plan (WWPPP)	1	\$19,227.00	\$19,227.00	1	\$19,227.00		\$19,227.00	100.0%	
3	Drilled Hole & Surface Casing 0 - 360'	400	\$580.00	\$232,000.00	360	\$208,800.00		\$208,800.00	90.0%	\$23,200.00
4	22" Drilled Hole 360' - 2210'	1,807	\$201.00	\$363,207.00	1850	\$371,850.00		\$371,850.00	102.4%	-\$8,643.00
5	Ream 22" Drilled Hole - 360'-840' to 28" Drilled H	400	\$183.00	\$73,200.00	460	\$84,180.00		\$84,180.00	115.0%	-\$10,980.00
6	24" Well Casing	802	\$159.00	\$127,518.00	808	\$128,472.00		\$128,472.00	100.7%	-\$954.00
7	18" Well Casing	1,407	\$118.00	\$166,026.00	1402	\$165,436.00		\$165,436.00	99.6%	\$590.00
8	Grouting Set-Up & Removal	2	\$18,000.00	\$36,000.00	2	\$36,000.00		\$36,000.00	100.0%	
9	Grout Casing 480 + 1856	2,700	\$20.00	\$54,000.00	2336	\$46,720.00		\$46,720.00	86.5%	\$7,280.00
10	Cement Bond Log	1	\$5,882.00	\$5,882.00	1	\$5,882.00		\$5,882.00	100.0%	
11	16" Drilled Hole 2210'-2551'	344	\$202.00	\$69,488.00	341	\$68,882.00		\$68,882.00	99.1%	\$606.00
12	Well Development Set-Up & Removal	1	\$10,241.00	\$10,241.00	1	\$10,241.00		\$10,241.00	100.0%	
13	Well Development	48	\$350.00	\$16,800.00	2	\$700.00		\$700.00	4.2%	\$16,100.00
14	Production Pump Test Set-Up & Removal	1	\$50,648.00	\$50,648.00	1	\$50,648.00		\$50,648.00	100.0%	
15	Well Production Pump Test (5.25+12)	25	\$550.00	\$13,750.00	17.25	\$9,487.50		\$9,487.50	69.0%	\$4,262.50
16	Water Quality Testing	1	\$2,600.00	\$2,600.00	1	\$2,600.00		\$2,600.00	100.0%	
17	Video Record of Completed Well (Spring)	1	\$2,778.00	\$2,778.00	1	\$2,778.00		\$2,778.00	100.0%	
18	Pump, Motor, Column, Cable & Airline	1	\$207,066.00	\$207,066.00	1	\$207,066.00		\$207,066.00	100.0%	
19	Pitless Unit	1	\$46,070.00	\$46,070.00	1	\$46,070.00		\$46,070.00	100.0%	
20	Well Disinfection	2	\$4,661.00	\$9,322.00	2	\$9,322.00		\$9,322.00	100.0%	
21	Meter Manhole	1	\$20,572.00	\$20,572.00	1	\$20,572.00		\$20,572.00	100.0%	
22	12" Raw Water Main	205	\$87.00	\$17,835.00	178	\$15,486.00		\$15,486.00	86.8%	\$2,349.00
23	12" Pipe Connections, Hydrants & Valves	1	\$13,053.00	\$13,053.00	1	\$13,053.00		\$13,053.00	100.0%	
24	Site Work and Restoration	1	\$46,144.00	\$46,144.00	1	\$46,144.00		\$46,144.00	100.0%	
25	Electrical Power & Controls	1	\$168,794.00	\$168,794.00	1	\$168,794.00		\$168,794.00	100.0%	
26	Temporary Piping	1	\$9,336.00	\$9,336.00	1	\$9,336.00		\$9,336.00	100.0%	
27	Test Pump Rental	6	\$2,143.00	\$12,858.00						\$12,858.00
28	Sound Barrier Fence	200	\$106.00	\$21,200.00	196	\$20,776.00		\$20,776.00	98.0%	\$424.00
<b>C.O. #1</b>	<b>Change Order #1 (Modify WWPPP)</b>	1	(\$6,337.00)	(6,337.00)	1	(6,337.00)		(6,337.00)	100.0%	
<b>C.O. #2</b>	<b>Change Order #2</b>									
	*Item 1 - Actual Well Quantities	1	(\$31,885.50)	(31,885.50)						-\$31,885.50
	*Item 2 - Reduce Pump Depth	1	(\$12,024.00)	(12,024.00)	1	(12,024.00)		(\$12,024.00)	100.0%	
	- 3 vs. 1 SS Check Valves	1	\$16,102.00	\$16,102.00	1	\$16,102.00		\$16,102.00	100.0%	
	*Item 3 - Increase Capacity	1	\$9,743.00	\$9,743.00	1	\$9,743.00		\$9,743.00	100.0%	
<b>C.O. #3</b>	<b>Change Order #3</b>									
	*Item 1 - Actual Quantities	1	(\$15,207.00)	(15,207.00)						-\$15,207.00
	*Item 2 - Work Directive #1	1	\$1,637.50	\$1,637.50	1	\$1,637.50		\$1,637.50	100.0%	
	*Item 3 - Liquidated Damages	1	(\$5,800.00)	(5,800.00)	1	(\$5,800.00)		(\$5,800.00)	100.0%	
<b>C.O. #4</b>	<b>Change Order #4</b>									
	*Item 1 - Deduct Minor Site Grading	1	(\$1,000.00)	(1,000.00)	1	(\$1,000.00)		(\$1,000.00)	100.0%	
	*Item 2 - Added Liquidated Damages	1	(\$4,000.00)	(4,000.00)	1	(\$4,000.00)		(\$4,000.00)	100.0%	
<b>Totals</b>				<b>\$1,937,862.00</b>		<b>\$1,937,862.00</b>		<b>\$1,937,862.00</b>	<b>100.0%</b>	

# Stored Material Summary

# Contractor's Application

For (contract): Jordan Well		Owner's Proj. No.:				Application Number: 11			
Contractor: Layne Christensen Company		Engineer's Proj. No.: 3364-12B				Application Date: 5/29/2015			
A	B	C	D		E		F		rim
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Mo./Year)	Amount (\$)	
1097154	2	Item 3 - 30" O.D. x 0.500" API 5-L Steel Pipe - 280 Ft. - "Net"	5/2013	\$34,033.80		\$34,033.80	6/2013	\$34,033.80	
1097150	2	Item 3 - 30" O.D. x 0.500" API 5 - LB Steel Pipe - 120 Ft., plus <i>Excess footage ordered and left over - "zeroing out"</i>	5/2013	\$14,586.00 (\$4,862.00)		\$14,586.00 (\$4,862.00)	6/2013	\$9,724.00	\$4,862.00 (\$4,862.00)
	2	Item 6 - 24" O.D. x 0.500" A53-B Steel Pipe - 210 Ft.	5/2013	\$14,805.00		\$14,805.00	12/2013	\$14,805.00	
1097160	4	Item 5 - 24" OD x 0.500" A53-B Steel Pipe 336 ft.	6/2013	\$23,688.00		\$23,688.00	12/2013	\$23,688.00	
1097161	4	Item 6 - 24" OD x 0.500" A53-B Steel Pipe 294 ft. <i>Excess footage ordered and left over - "zeroing out"</i>	6/2013	\$20,727.00 (\$2,256.00)		\$20,727.00 (\$2,256.00)	12/2013	\$18,471.00	\$2,256.00 (\$2,256.00)
		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 42 ft.	6/2013	\$2,205.00		\$2,205.00	12/2013	\$2,205.00	
1097162	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.	6/2013	\$24,255.00		\$24,255.00	12/2013	\$24,255.00	
1097163	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 ft.	6/2013	\$24,255.00		\$24,255.00	12/2013	\$24,255.00	
1097164	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft. <i>Excess footage ordered and left over - "zeroing out"</i>	6/2013	\$24,255.00 (\$1,365.00)		\$24,255.00 (\$1,365.00)	12/2013	\$22,890.00	\$1,365.00 (\$1,365.00)
3307RC-93165504		Item 18 - Pump and Motor - Xylem	9/2014	\$98,620.00		\$98,620.00	10/2014	\$98,620.00	
229567		Item 18 - Pump - Flowmatic Valve	9/2014	\$9,773.67		\$9,773.67	10/2014	\$9,773.67	
50187077		Item 18 - Pump - Service Wire	9/2014	\$10,590.10		\$10,590.10	10/2014	\$10,590.10	
345602		Item 19 - Pitless - Campbell Mfg.	9/2014	\$34,576.00		\$34,576.00	10/2014	\$34,576.00	
<b>Totals</b>				<b>\$327,886.57</b>		<b>\$327,886.57</b>		<b>\$327,886.57</b>	



ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 9

Application Period: 5/5/15-5/27/15		Application Date: 5/27/2015	
To (Owner): City of Grimes	From (Contractor): C L Carroll Co. Inc.	Via (Engineer): Fox Engineering, Inc.	
Project: ASR Well #1 Well Pump & Control Building Imp Grimes, IA		Contract:	
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.: 3364-13A

Application For Payment  
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		-57,825.83
2	\$11,890.76	
3	\$38,648.00	
4	\$4,867.58	
5	\$9,486.85	
6	\$5,525.00	
7	\$18,724.61	
8	\$4,205.75	
<b>TOTALS</b>	\$93,348.55	-57,825.83
<b>NET CHANGE BY CHANGE ORDERS</b>	<b>\$85,522.72</b>	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,586,000.00
2. Net change by Change Orders.....	\$	\$85,522.72
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,671,522.72
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,586,639.68
5. RETAINAGE:		
a. 5% X \$1,586,639.68 Work Completed.....	\$	\$79,331.98
b. 5% X \$0.00 Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$79,331.98
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,507,307.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,416,783.51
8. AMOUNT DUE THIS APPLICATION.....	\$	\$90,524.19
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$164,215.02

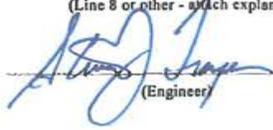
Contractor's Certification

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

Contractor Signature: 

By: \_\_\_\_\_ Date: 5/27/15

Payment of: \$ 90,524.19  
(Line 8 or other - attach explanation of the other amount)

is recommended by:  6-1-15  
(Engineer) (Date)

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

is approved by: \_\_\_\_\_  
(Owner) (Date)

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

**Progress Estimate - Lump Sum Work**

**Contractor's Application**

For (Contract)		Application Number:			Application Date:			
0		9			05/27/15			
Application Period:		Work Completed			E	F		G
5/5/15-5/27/15								
Specification Section No.	Description	B Scheduled Value (\$)	C From Previous Application (C+D)		Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	78 (F / B)	Balance to Finish (B - F)
			D This Period					
C-700	Move In	\$16,000.00	\$16,000.00	\$0.00		\$16,000.00	100.0%	\$0.00
2220	Demo	\$82,500.00	\$82,500.00	\$0.00		\$82,500.00	100.0%	\$0.00
15100/15200	Int Pipe	\$47,500.00	\$45,500.00	\$2,000.00	\$0.00	\$47,500.00	100.0%	\$0.00
Div 4	Masonry	\$45,000.00	\$45,000.00	\$0.00		\$45,000.00	100.0%	\$0.00
Div 9	Paint	\$42,000.00	\$11,500.00	\$10,000.00		\$21,500.00	51.2%	\$20,500.00
Div 6	Carpentry	\$30,500.00	\$30,500.00	\$0.00		\$30,500.00	100.0%	\$0.00
7531	Roof	\$17,000.00		\$17,000.00		\$17,000.00	100.0%	\$0.00
Div 8	Doors	\$25,000.00	\$22,000.00	\$0.00		\$22,000.00	88.0%	\$3,000.00
3300/Div 5	Misc. Conc/Int Work	\$45,000.00	\$41,300.00	\$0.00	\$0.00	\$41,300.00	91.8%	\$3,700.00
11760	Chemical	\$98,000.00	\$78,000.00	\$16,000.00	\$0.00	\$94,000.00	95.9%	\$4,000.00
11155/16425	Well/GE	\$530,000.00	\$520,000.00	\$0.00	\$0.00	\$520,000.00	98.1%	\$10,000.00
Div 15	Plumb/HVAC	\$170,000.00	\$149,191.00	\$15,000.00	\$0.00	\$164,191.00	96.6%	\$5,809.00
Div 16	Elect/Cont/Gen	\$430,000.00	\$380,000.00	\$30,000.00	\$0.00	\$410,000.00	95.3%	\$20,000.00
Div 2	Sitework	\$7,500.00				\$0.00		\$7,500.00
Div 16	CPR 01/Door & Valve Additional Electric Work (CO1)	\$754.69				\$0.00		\$754.69
15100/15200	CPR 02/Air Valve size change (CO1)	\$486.48	\$486.48	\$0.00		\$486.48	100.0%	\$0.00
11155/16425	Remove duplicate pump cable/Junction Box (CO1)	(\$9,067.00)		(\$9,067.00)		(\$9,067.00)	100.0%	\$0.00
Div 16	CPR 04 Fire Alarm/Detection System Changes (CO2)	\$66.41		\$66.41		\$66.41	100.0%	\$0.00
Div 16	CPR 05 Omit Transformer heater wiring (CO2)	(\$665.00)		(\$665.00)		(\$665.00)	100.0%	\$0.00
Div 16	Eliminate Space Heaters from GE Scope (CO2)	(\$1,000.00)		(\$1,000.00)		(\$1,000.00)	100.0%	\$0.00
Div 9	CPR 06 Paint building exterior (CO2)	\$13,489.35		\$10,000.00		\$10,000.00	74.1%	\$3,489.35
11155/16425	Acidize Well (CO3)	\$33,075.00	\$33,075.00	\$0.00		\$33,075.00	100.0%	\$0.00
Div15	CPR 07 Sprinkler System Changes (CO3)	\$5,573.00	\$5,573.00	\$0.00		\$5,573.00	100.0%	\$0.00
Div 16	Additional temperature transmitter (CO 4)	\$147.00		\$147.00		\$147.00	100.0%	\$0.00
3300	Repair Ext Floor Slab (CO 4)	\$2,906.00	\$2,906.00	\$0.00		\$2,906.00	100.0%	\$0.00
Div 16	Repair Ext Electric To allow test pumping (CO4)	\$799.58	\$799.58	\$0.00		\$799.58	100.0%	\$0.00
Div 16	Add GE Junction Box (CO4)	\$1,015.00	\$1,015.00	\$0.00		\$1,015.00	100.0%	\$0.00
Div 16	Replace Electric Panel L1 (CO5)	\$1,473.15	\$1,473.15	\$0.00		\$1,473.15	100.0%	\$0.00
Div 9	Paint Floor (CO5)	\$6,130.00				\$0.00		\$6,130.00
Div 16	Extra Primary Conduit Work (CO5)	\$1,883.70	\$1,883.70	\$0.00		\$1,883.70	100.0%	\$0.00
15100/15200	Pipe Loop/Chem Inj/Disconnects (CO6)	\$5,525.00	\$5,525.00	\$0.00		\$5,525.00	100.0%	\$0.00
Div 3	Floor Inv./Injection/Emergency Lighting (CO7)	\$18,724.61	\$17,423.15	\$1,301.46		\$18,724.61	100.0%	\$0.00
Div 5	Replace Grating	\$378.25		\$378.25		\$378.25	100.0%	\$0.00
Div 7	Roofing Changes	\$3,827.50		\$3,827.50		\$3,827.50	100.0%	\$0.00
<b>Totals</b>		<b>\$1,671,522.72</b>	<b>\$1,491,651.06</b>	<b>\$94,988.62</b>	<b>\$0.00</b>	<b>\$1,586,639.68</b>		<b>\$84,883.04</b>



# Contractor's Application for Payment No. 16

**Unit Price Contract**

Project: SE 19th Street Improvements	From (Contractor): Concrete Technologies	Application Date: 6/4/2015
To (Owner): City of Grimes	Owner's Project No.: STP-U-3125(611)--70-77	Period From: 5/21/2015
Via (Engineer): FOX Engineering	Engineer's Proj. No.: 1005-13A	Period To: 6/4/2015

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	10/14/2014	\$9,570.00	-\$18,816.00
2	10/14/2014	\$109,903.50	
3	10/28/2014	\$9,900.00	-\$9,335.00
4	10/28/2014	\$10,505.00	-\$10,450.00
5	1/14/2015	\$13,452.50	-\$13,869.84
6	5/26/2015	\$47,998.92	
TOTALS		\$201,329.92	-\$52,470.84
NET CHANGE BY CHANGE ORDERS			\$148,859.08

1. ORIGINAL CONTRACT PRICE.....	\$ 2,037,877.63
2. Net change by Change Orders.....	\$ 148,859.08
3. Current Contract Price (Line 1 + 2).....	\$ 2,186,736.71
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 2,050,407.61
5. RETAINAGE:	
a. 3% X \$2,050,407.61 Work Completed.....	\$ 61,512.23
b. 3% X _____ Stored Material.....	\$ _____
c. Less Total Retainage Released Early.....	\$ 31,512.23
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 30,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 2,020,407.61
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 1,947,644.71
8. AMOUNT DUE THIS APPLICATION.....	\$ 72,762.90
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 166,329.10

**Contractor's Certification**

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

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

72,762.90

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

is recommended by: \_\_\_\_\_ (Engineer) \_\_\_\_\_ (Date)

72,762.90

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

is approved by: \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Endorsed by the Construction Specifications Institute.

# Progress Estimate

# Contractor's Application

For (contract): SE 19th Street Improvements  
 Contractor: Concrete Technologies  
 Owner's Proj. No.: STP-U-3125(611)--70-77  
 Engineer's Proj. No.: 1005-13A  
 Application Number: 16  
 Application Date: 6/4/2015

A		B		C	D	E	F		G	
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
1	CLEAR+GRUBB	12	\$ 425.00	\$ 5,100.00	12.00	\$ 5,100.00		\$ 5,100.00	100.0%	\$ -
2	SPECIAL BACKFILL	1621.36	\$ 24.75	\$ 40,128.66	1621.36	\$ 40,128.66		\$ 40,128.66	100.0%	\$ -
3	EXCAVATION, CL 10, RDWY+BORROW	13168	\$ 2.55	\$ 33,578.40	13168.00	\$ 33,578.40		\$ 33,578.40	100.0%	\$ -
4	EXCAVATION, CL 12, BOULDER/ROCK FRAGMENT	50	\$ 10.20	\$ 510.00	50.00	\$ 510.00		\$ 510.00	100.0%	\$ -
5	TOPSOIL, STRIP, SALVAGE+SPREAD	3250	\$ 4.10	\$ 13,325.00	3250.00	\$ 13,325.00		\$ 13,325.00	100.0%	\$ -
6	TOPSOIL, STRIP+STKP	2500	\$ 2.05	\$ 5,125.00	2500.00	\$ 5,125.00		\$ 5,125.00	100.0%	\$ -
7	SPECIAL COMPACTION OF SUBGRADE	52	\$ 714.00	\$ 37,128.00	52.00	\$ 37,128.00		\$ 37,128.00	100.0%	\$ -
8	MODIFIED SUBBASE	3830	\$ 37.75	\$ 144,582.50	3630.00	\$ 137,032.50		\$ 137,032.50	94.8%	\$ 7,550.00
9	SHOULDER FINISHING, EARTH	103	\$ 153.00	\$ 15,759.00	103.00	\$ 15,759.00		\$ 15,759.00	100.0%	\$ -
10	STD/S-F PCC PAVT, CL C CL 3, 9"	19476.3	\$ 49.00	\$ 954,338.70	19476.3	\$ 954,338.70		\$ 954,338.70	100.0%	\$ -
11	MEDIAN, DOWELLED PCC, 6"	30	\$ 95.50	\$ 2,865.00		\$ -		\$ -		\$ 2,865.00
12	MEDIAN, PCC, 6"	37	\$ 66.25	\$ 2,451.25	15.00	\$ 993.75		\$ 993.75	40.5%	\$ 1,457.50
13	PCC PAVT SAMPLE	1	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00		\$ 2,100.00	100.0%	\$ -
14	SURF, DRIVEWAY, CL A CR STONE	300	\$ 22.50	\$ 6,750.00		\$ -		\$ -		\$ 6,750.00
15	REMOVAL OF SIGN	7	\$ 61.20	\$ 428.40	42.00	\$ 2,570.40		\$ 2,570.40	600.0%	\$ (2,142.00)
16	APRON, CONC, 30"	1	\$ 2,755.00	\$ 2,755.00	1.00	\$ 2,755.00		\$ 2,755.00	100.0%	\$ -
17	APRON, CONC, 54"		\$ 4,385.00	\$ -		\$ -		\$ -		\$ -
18	RMV+REINSTALL CONC PIPE APRON LE 36"	2	\$ 255.00	\$ 510.00	2.00	\$ 510.00		\$ 510.00	100.0%	\$ -
19	MANHOLE, STORM SWR, SW-401, 48"	3	\$ 2,755.00	\$ 8,265.00	3.00	\$ 8,265.00		\$ 8,265.00	100.0%	\$ -
20	INTAKE, TYPE SW-501	10	\$ 2,450.00	\$ 24,500.00	10.00	\$ 24,500.00		\$ 24,500.00	100.0%	\$ -
21	INTAKE, TYPE SW-503	8	\$ 3,415.00	\$ 27,320.00	8.00	\$ 27,320.00		\$ 27,320.00	100.0%	\$ -
22	INTAKE, TYPE SW-505	1	\$ 2,960.00	\$ 2,960.00	1.00	\$ 2,960.00		\$ 2,960.00	100.0%	\$ -
23	INTAKE, TYPE SW-506	1	\$ 5,710.00	\$ 5,710.00	1.00	\$ 5,710.00		\$ 5,710.00	100.0%	\$ -
24	MANHOLE ADJUSTMENT, MINOR	2	\$ 460.00	\$ 920.00	2.00	\$ 920.00		\$ 920.00	100.0%	\$ -
25	MANHOLE ADJUSTMENT, MAJOR	10	\$ 1,885.00	\$ 18,850.00	11.00	\$ 20,735.00		\$ 20,735.00	110.0%	\$ (1,885.00)
26	CONNECTION TO EXIST MANHOLE	5	\$ 1,430.00	\$ 7,150.00	5.00	\$ 7,150.00		\$ 7,150.00	100.0%	\$ -
27	SUBDRAIN, STD, PERFORATED, 4"	3513	\$ 11.75	\$ 41,277.75	2810.00	\$ 33,017.50		\$ 33,017.50	80.0%	\$ 8,260.25
28	SUBDRAIN OUTLET (RF-19C)	20	\$ 285.00	\$ 5,700.00	17.00	\$ 4,845.00		\$ 4,845.00	85.0%	\$ 855.00
29	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 15"	1586	\$ 38.75	\$ 61,457.50	1586.00	\$ 61,457.50		\$ 61,457.50	100.0%	\$ -
30	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 18"	129	\$ 42.85	\$ 5,527.65	314.00	\$ 13,454.90		\$ 13,454.90	243.4%	\$ (7,927.25)
31	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 24"	291	\$ 61.25	\$ 17,823.75	291.00	\$ 17,823.75		\$ 17,823.75	100.0%	\$ -
32	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 30"	565	\$ 75.50	\$ 42,657.50	565.00	\$ 42,657.50		\$ 42,657.50	100.0%	\$ -
33	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 54"		\$ 168.00	\$ -		\$ -		\$ -		\$ -
34	RMV STORM SWR PIPE LE 36"	304	\$ 14.25	\$ 4,332.00	304.00	\$ 4,332.00		\$ 4,332.00	100.0%	\$ -
35	ENGINEER FABRIC	20	\$ 1.85	\$ 37.00	80.00	\$ 148.00		\$ 148.00	400.0%	\$ (111.00)
36	REVENTMENT, CLASS E	50	\$ 61.25	\$ 3,062.50	23.00	\$ 1,408.75		\$ 1,408.75	46.0%	\$ 1,653.75
37	RMVL OF PAVT	8073	\$ 7.65	\$ 61,758.45	8073.00	\$ 61,758.45		\$ 61,758.45	100.0%	\$ -
38	REMOVAL OF INTAKES AND UTILITY ACCESSES	2	\$ 815.00	\$ 1,630.00	2.00	\$ 1,630.00		\$ 1,630.00	100.0%	\$ -
39	RECREATIONAL TRAIL, PCC, 5"	2505.7	\$ 34.75	\$ 87,073.08	2404.10	\$ 83,542.48		\$ 83,542.48	95.9%	\$ 3,530.60
40	SPECIAL COMPACTION OF SUBGRADE/REC TRAIL	26	\$ 205.00	\$ 5,330.00	26.00	\$ 5,330.00		\$ 5,330.00	100.0%	\$ -
41	DETECTABLE WARNINGS	220	\$ 25.50	\$ 5,610.00	180.00	\$ 4,590.00		\$ 4,590.00	81.8%	\$ 1,020.00
42	DRIVEWAY, PCC, 7"	316.7	\$ 56.00	\$ 17,735.20	316.70	\$ 17,735.20		\$ 17,735.20	100.0%	\$ -
43	SAFETY CLOSURE	4	\$ 127.50	\$ 510.00	4.00	\$ 510.00		\$ 510.00	100.0%	\$ -
44	POST, STEEL, AS PER PLAN	25	\$ 102.00	\$ 2,550.00	10.00	\$ 1,020.00		\$ 1,020.00	40.0%	\$ 1,530.00
45	TYPE A SIGNS, SHEET ALUMINUM	123	\$ 22.50	\$ 2,767.50		\$ -		\$ -		\$ 2,767.50
46	PAINTED PAVT MARK, WATERBORNE/SOLVENT	96	\$ 32.50	\$ 3,120.00	99.43	\$ 3,231.48		\$ 3,231.48	103.6%	\$ (111.48)
47	PAINTED SYMBOL+LEGEND, WATERBORNE/SOLVNT	24	\$ 102.00	\$ 2,448.00	24.00	\$ 2,448.00		\$ 2,448.00	100.0%	\$ -
48	PAVT MARK RMVD	28	\$ 52.75	\$ 1,477.00	44.10	\$ 2,326.28		\$ 2,326.28	157.5%	\$ (849.28)
49	TRAFFIC CONTROL	1	\$ 8,160.00	\$ 8,160.00	1.00	\$ 8,160.00		\$ 8,160.00	100.0%	\$ -
50	FLAGGER	20	\$ 335.00	\$ 6,700.00	10.50	\$ 3,517.50		\$ 3,517.50	52.5%	\$ 3,182.50



---ACCOUNT---	-----NAME-----	--DATE--	----TYPE----	-CK #-	----AMOUNT----	-----DEPOSIT-----		-----MESSAGE-----	
						CODE	-RECEIPT--		--AMOUNT---
01-034000-01	LARSON, STEVE	0/00/00	FINAL BILL	0	84.93CR	100	00104761	100.00CR	
01-038000-05	CLAUSEN, TYLER	0/00/00	FINAL BILL	0	87.01CR	100	00075214	100.00CR	
01-127900-06	QUARBERG, SHARLENE	0/00/00	FINAL BILL	0	62.74CR	100	00057982	100.00CR	
01-171900-01	TRAVNICEK, DAVID/LAURA	0/00/00	FINAL BILL	0	47.15CR	100	00101064	100.00CR	
01-183170-01	ACCURSO, FRANK	0/00/00	FINAL BILL	0	53.68CR	100	00087507	100.00CR	
01-187800-05	LEWIS, JESSICA	0/00/00	FINAL BILL	0	15.28CR	100	00072315 100 00000000	100.00CR 100.00CR	
01-246500-02	ASHLEY, LISA	0/00/00	FINAL BILL	0	55.70CR	100	00117315	100.00CR	
01-311104-02	MANLY, CINDY	0/00/00	FINAL BILL	0	80.41CR	100	00110804	100.00CR	
01-311303-01	RAY, JORDAN	0/00/00	FINAL BILL	0	80.23CR	100	00056721	100.00CR	
01-322204-01	MASTERS, ABIGAIL	0/00/00	FINAL BILL	0	89.31CR	100	00027603	100.00CR	
01-333103-02	GITTINS, MICHAEL	0/00/00	FINAL BILL	0	73.67CR	100	00082463	100.00CR	
01-333204-02	KOVACEVIC, ANITA	0/00/00	FINAL BILL	0	12.43CR	100	00067215	100.00CR	
01-333210-03	VAN DE POL, JANICE	0/00/00	FINAL BILL	0	46.73CR	100	00093886	100.00CR	
01-333307-00	GULLEY, JAMES	0/00/00	FINAL BILL	0	43.95CR	100	00026971	100.00CR	
01-344204-02	SOFEN, JANET	0/00/00	FINAL BILL	0	87.97CR	100	00072006	100.00CR	
03-999899-00	QUAD M CONSTRUCTION	0/00/00	FINAL BILL	0	1,540.17CR	150	00130579	2,000.00CR	
TOTAL REFUNDS:		16							
AMOUNT:		2,461.36CR							

ERRORS: 0

\*\* END OF REPORT \*\*

Prepared by Jeremy Soukup, 8191 Birchwood Court, Suite L, Johnston, IA 50131 Phone: 515-254-1393

# STORM SEWER EASEMENT

EXHIBIT "A"

STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES  
NW 70TH AVENUE IMPROVEMENTS

PROPERTY OWNER:  
KATHRYN A THIELEKE (TRUSTEE)  
7085 NW 100TH ST  
GRIMES, IA 50111  
BOOK 14684; PAGE 483-486

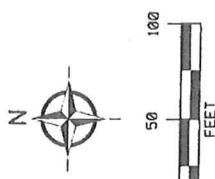
FIELD SURVEY  
COMPLETED: MARCH 2014

PARCEL 42  
CITY CONTRACT NO. (346)

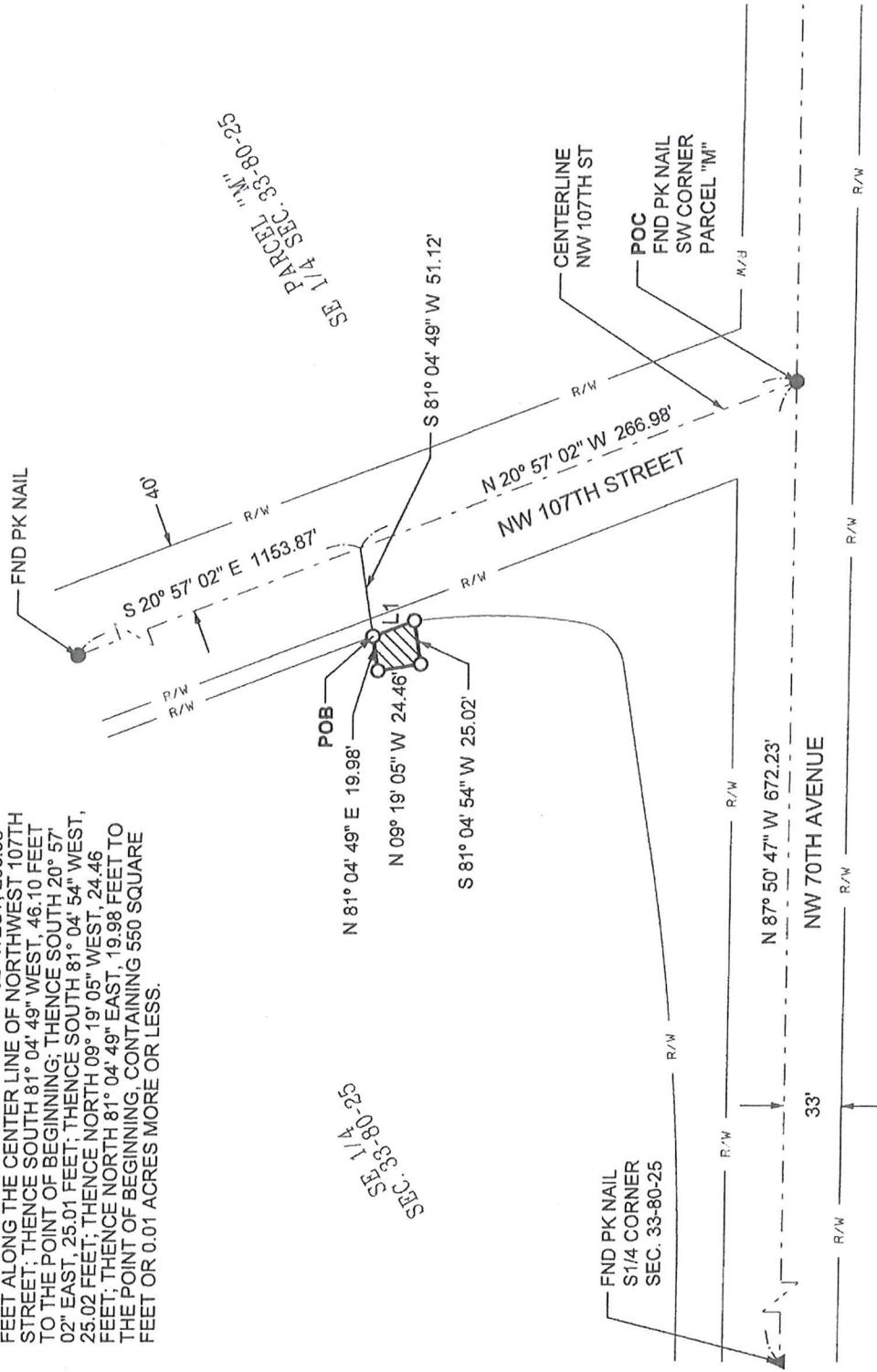
**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL M OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 20° 57' 02" WEST, 266.98 FEET ALONG THE CENTER LINE OF NORTHWEST 107TH STREET; THENCE SOUTH 81° 04' 49" WEST, 46.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20° 57' 02" EAST, 25.01 FEET; THENCE SOUTH 81° 04' 54" WEST, 25.02 FEET; THENCE NORTH 09° 19' 05" WEST, 24.46 FEET; THENCE NORTH 81° 04' 49" EAST, 19.98 FEET TO THE POINT OF BEGINNING, CONTAINING 550 SQUARE FEET OR 0.01 ACRES MORE OR LESS.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 1/2" REROD (UNLESS NOTED)
- SET 7/8" REROD W/YELLOW CAP #18900 (UNLESS NOTED)
- I.R. IRON REROD
- I.P. IRON PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PROPERTY LINE

LINE TABLE		
LINE	LENGTH	BEARING
L.1	25.01'	S20°57'02"E



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Albert Jeremy Soukup*  
ALBERT JEREMY SOUKUP, L.S.

License Number: 18900

My license renewal date is DECEMBER 31, 2015.

Pages or sheets covered by this seal: 1

3/2/2015  
DATE

CITY OF JOHNSTON  
6400 NW BEAVER DRIVE  
JOHNSTON, IA 50131  
PHONE: (515) 278-0822

FOTH PROJECT NO. 13J020-02 DATE: 3/2/2015



**Foth Infrastructure & Environment, LLC**  
8191 Birchwood Court, Suite L  
Johnston, IA 50131-2931  
Phone: 515-254-1393 Fax: 515-254-1642

Prepared by Jeremy Soukup, 8191 Birchwood Court, Suite L, Johnston, IA 50131 Phone: 515-254-1393

# STORM SEWER EASEMENT

EXHIBIT "A"

STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES  
NW 70TH AVENUE IMPROVEMENTS  
PARCEL 42

FIELD SURVEY  
COMPLETED: MARCH 2014

PROPERTY OWNER:  
KATHRYN A THIELEKE (TRUSTEE)  
7085 NW 100TH ST  
GRIMES, IA 50111  
BOOK 14684, PAGE 483-486

CITY CONTRACT NO. (346)

### LEGAL DESCRIPTION:

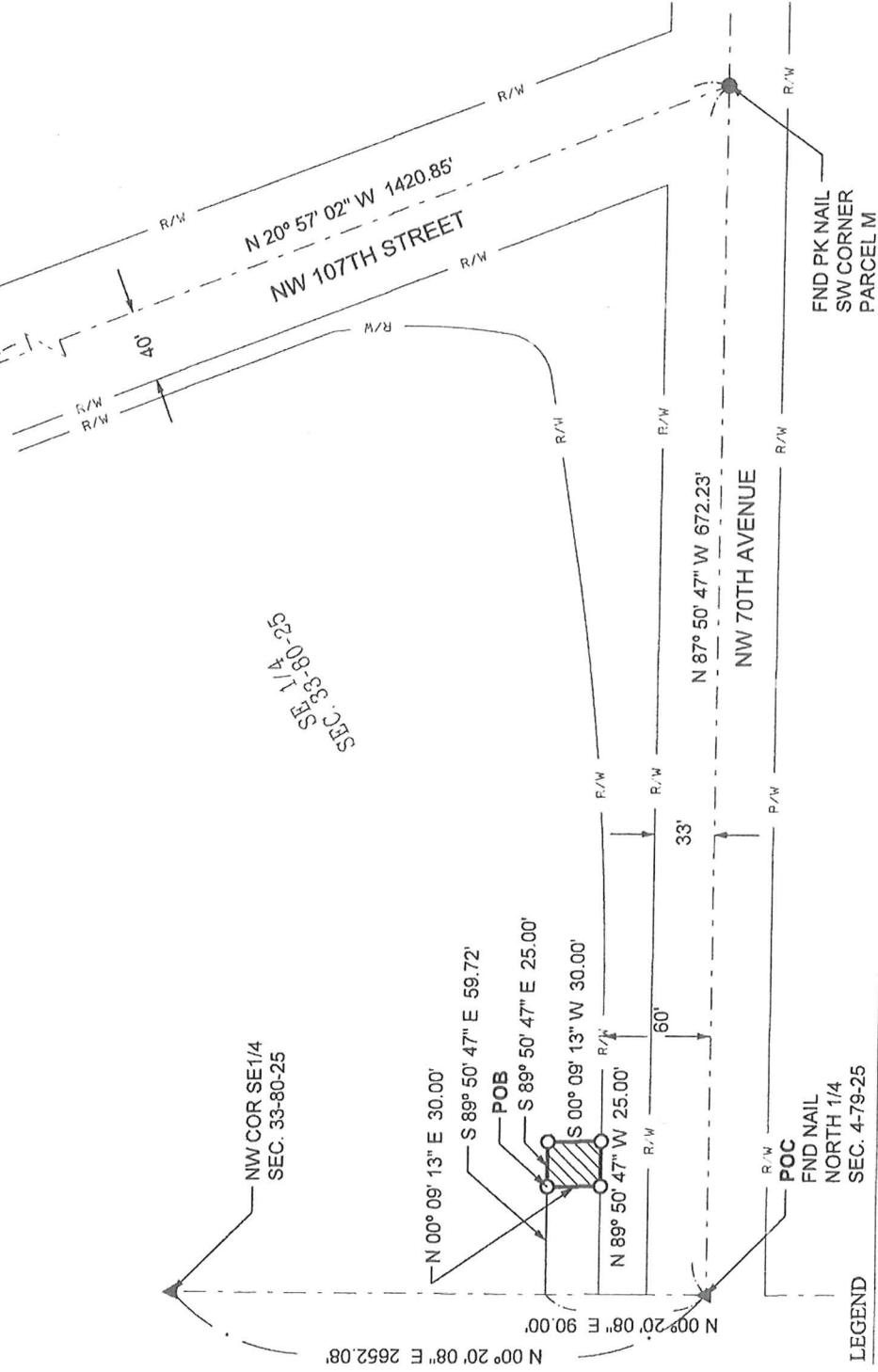
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, THENCE NORTH 00° 20' 08" EAST, 90.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 89° 50' 47" EAST, 59.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 50' 47" EAST, 25.00 FEET; THENCE SOUTH 00° 09' 13" WEST, 30.00 FEET; THENCE NORTH 89° 50' 47" WEST, 25.00 FEET; THENCE NORTH 00° 09' 13" EAST, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 750 SQUARE FEET OR 0.02 ACRES MORE OR LESS.



NOTE: MONUMENTS SHOWN TO BE SET, WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

FND PK NAIL  
SEC. 33-80-25



### LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/RANGE CAP#12265 (UNLESS NOTED)
- SET 5/8" REROD W/YELLOW CAP#18900 (UNLESS NOTED)
- I.R. IRON REROD
- I.P. IRON PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PROPERTY LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Albert Jeremy Soukup*  
ALBERT JEREMY SOUKUP, L.S.  
License Number: 18900

3/2/2015  
DATE

My license renewal date is DECEMBER 31, 2015.  
Pages or sheets covered by this seal: 1

CITY OF JOHNSTON  
6400 NW BEAVER DRIVE  
JOHNSTON, IA 50131  
PHONE: (515) 278-0822

FOTH PROJECT NO. 13J020-02 DATE: 3/2/2015



**Foth Infrastructure & Environment, LLC**  
8191 Birchwood Court, Suite L  
Johnston, IA 50131-2931  
Phone: 515-254-1393 Fax: 515-254-1642

SHEET  
1 OF 1

# ACQUISITION PLAT

EXHIBIT "A"

RIGHT-OF-WAY BEING CONVEYED TO THE CITY OF GRIMES  
 NW 70TH AVENUE IMPROVEMENTS  
 PARCEL 42  
 CITY CONTRACT NO. (346)

PROPERTY OWNER:  
 KATHRYN A THIELEKE (TRUSTEE)  
 7085 NW 100TH STREET  
 GRIMES, IA 50111  
 BOOK 14684, PAGE 483-486

**LEGAL DESCRIPTION:**

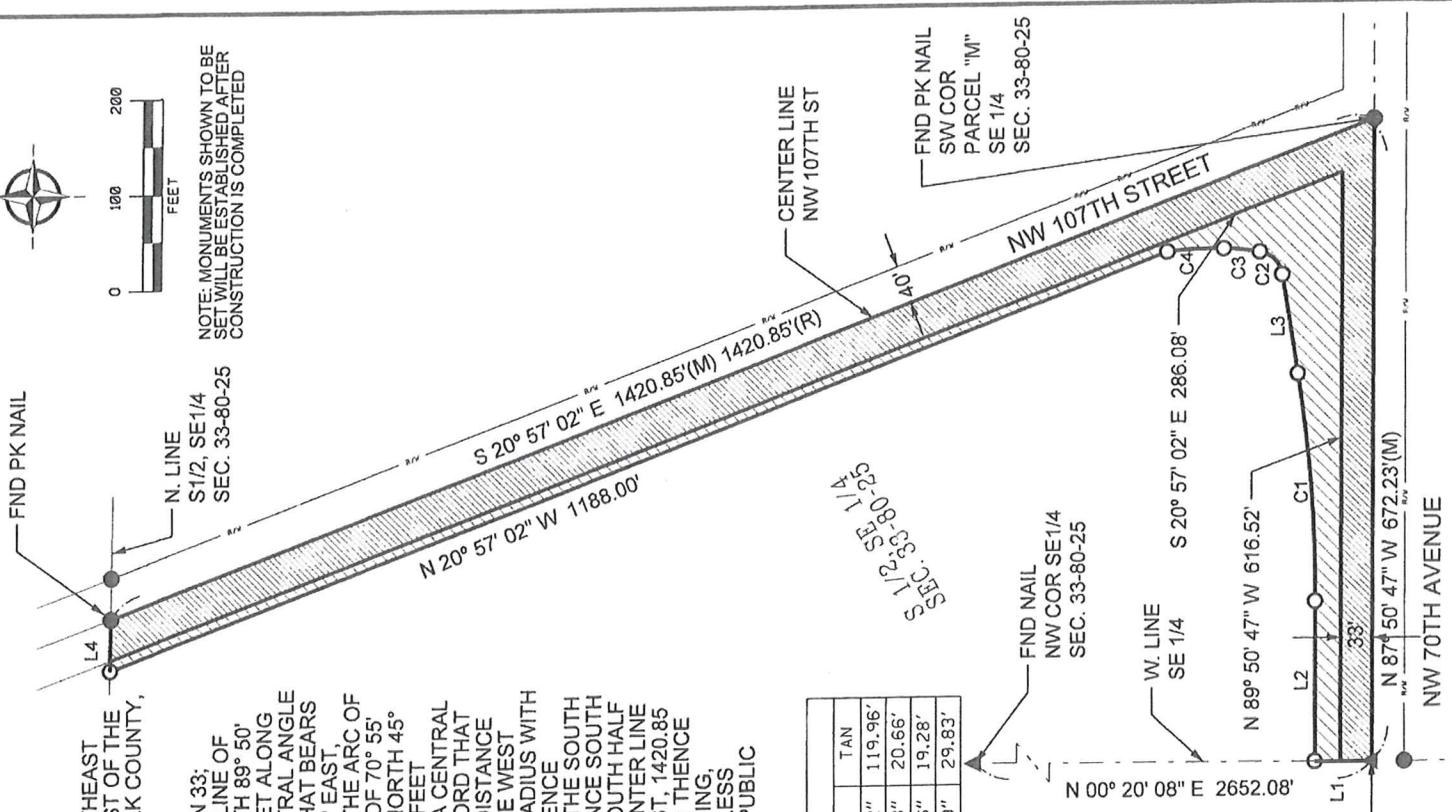
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33; THENCE NORTH 00° 20' 08" EAST, 60.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 89° 50' 47" EAST, 167.52 FEET; THENCE EAST A DISTANCE OF 239.39 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 09° 17' 22", ALONG A 1476.50 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 85° 30' 32" EAST, 239.12 FEET; THENCE NORTH 80° 51' 51" EAST, 105.07 FEET; THENCE EAST A DISTANCE OF 35.90 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 70° 55' 28", ALONG A 29.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 45° 24' 07" EAST, 33.65 FEET; THENCE NORTH A DISTANCE OF 38.48 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 07° 52' 46", ALONG A 280.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 06° 00' 00" EAST, 38.48 FEET; THENCE NORTH A DISTANCE OF 59.53 FEET ALONG THE ARC OF A TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 09° 28' 29", ALONG A 360.00 FOOT RADIUS WITH A CHORD THAT BEARS NORTH 02° 40' 37" WEST, 59.46 FEET; THENCE NORTH 20° 57' 02" WEST, 1188.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 89° 22' 16" EAST, 53.76 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 33 TO THE CENTER LINE OF NORTHWEST 107TH STREET; THENCE SOUTH 20° 57' 02" EAST, 1420.85 FEET ALONG THE CENTERLINE OF NORTHWEST 107TH STREET; THENCE NORTH 89° 50' 52" WEST, 672.23 FEET TO THE POINT OF BEGINNING, CONTAINING 117,589 SQUARE FEET OR 2.70 ACRES MORE OR LESS INCLUDING 77,399 SQUARE FEET OR 1.78 ACRES OF EXISTING PUBLIC ROADWAY EASEMENT.

FIELD SURVEY  
 COMPLETED: MARCH, 2014



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD BEARING	DELTA	TAN
C1	239.39'	1476.5'	239.12'	N85°30'32"E	09°17'22"	119.96'
C2	35.90'	29.00'	33.65'	N45°24'07"E	70°55'28"	20.66'
C3	38.51'	280.00'	38.48'	N06°00'00"E	07°52'46"	19.28'
C4	59.53'	360.00'	59.46'	N02°40'37"W	09°28'29"	29.83'

**LINE TABLE**

LINE	LENGTH	BEARING
L1	60.00'	N00°20'08"E
L2	167.52'	S89°50'47"E
L3	105.07'	N80°51'51"E
L4	53.76'	S89°22'16"E

**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 1/2" REDOD W/YELLOW CAP#18634
- SET 3/8" REDOD W/YELLOW CAP#18900 (UNLESS NOTED)
- I.R. IRON REDOD
- I.P. IRON PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- - - SECTION LINE
- RW- RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - PROPERTY LINE
- ▨ EXISTING PUBLIC ROADWAY EASEMENT TO BE ACQUIRED AS RIGHT-OF-WAY
- ▩ PROPOSED RIGHT-OF-WAY ACQUISITION



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Albert Jeremy Soukup*  
 ALBERT JEREMY SOUKUP, L.S.  
 License Number: 18900  
 My license renewal date is DECEMBER 31, 2015.  
 Pages or sheets covered by this seal: 1

DATE: 3/2/2015

CITY OF JOHNSTON  
 6400 NW BEAVER DRIVE  
 JOHNSTON, IA 50131  
 PHONE: (515) 278-0822



**Foth Infrastructure & Environment, LLC**  
 8191 Birchwood Court, Suite L  
 Johnston, IA 50131-2931  
 Phone: 515-254-1393 Fax: 515-254-1642

Prepared by Jeremy Soukup, 8191 Birchwood Court, Suite L, Johnston, IA 50131 Phone: 515-254-1393

# STORM SEWER EASEMENT

EXHIBIT "A"

STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES  
NW 70TH AVENUE IMPROVEMENTS

PROPERTY OWNER:  
KATHRYN A THIELEKE (TRUSTEE)  
7085 NW 100TH ST  
GRIMES, IA 50111  
BOOK 14684, PAGE 483-486

FIELD SURVEY  
COMPLETED: MARCH 2014

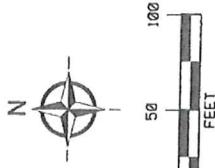
PARCEL 42

CITY CONTRACT NO. (346)

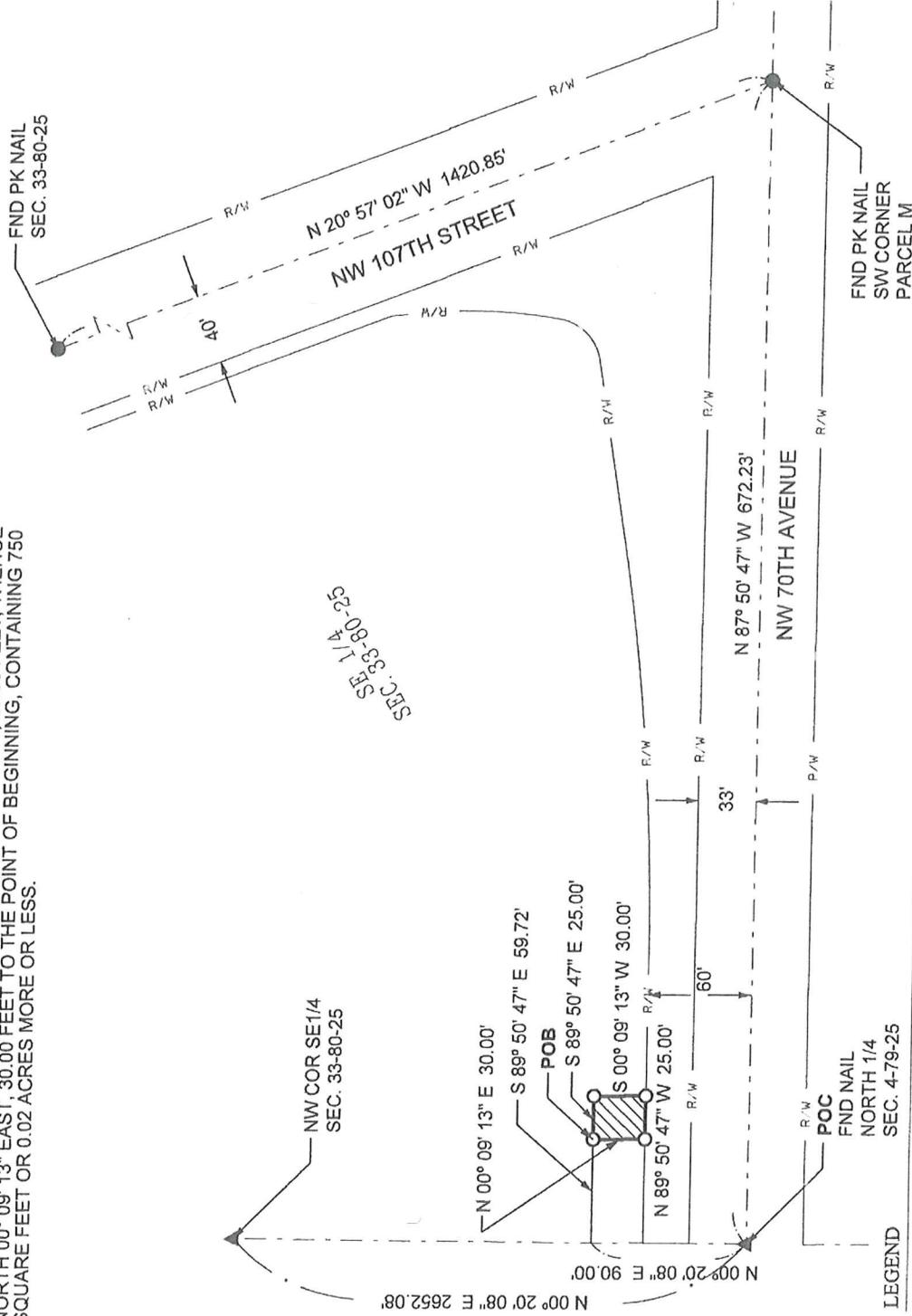
## LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, THENCE NORTH 00° 20' 08" EAST, 90.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 89° 50' 47" EAST, 59.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 50' 47" EAST, 25.00 FEET; THENCE SOUTH 00° 09' 13" WEST, 30.00 FEET; THENCE NORTH 89° 50' 47" WEST, 25.00 FEET; THENCE NORTH 00° 09' 13" EAST, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 750 SQUARE FEET OR 0.02 ACRES MORE OR LESS.



NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED



## LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 5/8" REROD W/ORANGE CAP#12265 (UNLESS NOTED)
- SET 7/8" REROD W/YELLOW CAP#18900 (UNLESS NOTED)
- I.R. IRON REROD
- I.P. IRON PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PROPERTY LINE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Albert Jeremy Soukup*  
ALBERT JEREMY SOUKUP, L.S.  
License Number: 18900  
My license renewal date is DECEMBER 31, 2015.  
Pages or sheets covered by this seal: 1

DATE  
3/2/2015

CITY OF JOHNSTON  
6400 NW BEAVER DRIVE  
JOHNSTON, IA 50131  
PHONE: (515) 278-0822

FOTH PROJECT NO. 13J020-02 DATE: 3/2/2015



**Foth Infrastructure & Environment, LLC**  
8191 Birchwood Court, Suite L  
Johnston, IA 50131-2931  
Phone: 515-254-1393 Fax: 515-254-1642

SHEET  
1 OF 1



Prepared by Jeremy Soukup, 8191 Birchwood Court, Suite L, Johnston, IA 50131 Phone: 515-254-1393

# TEMPORARY EASEMENT

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF GRIMES  
 NW 70TH AVENUE IMPROVEMENTS  
 PARCEL 42

CITY CONTRACT NO. (346)

**PROPERTY OWNER:**

KATHRYN A. THIELEKE (TRUSTEE)  
 7085 NW 100TH ST  
 GRIMES, IA 50111  
 BOOK 14684, PAGE 483-486

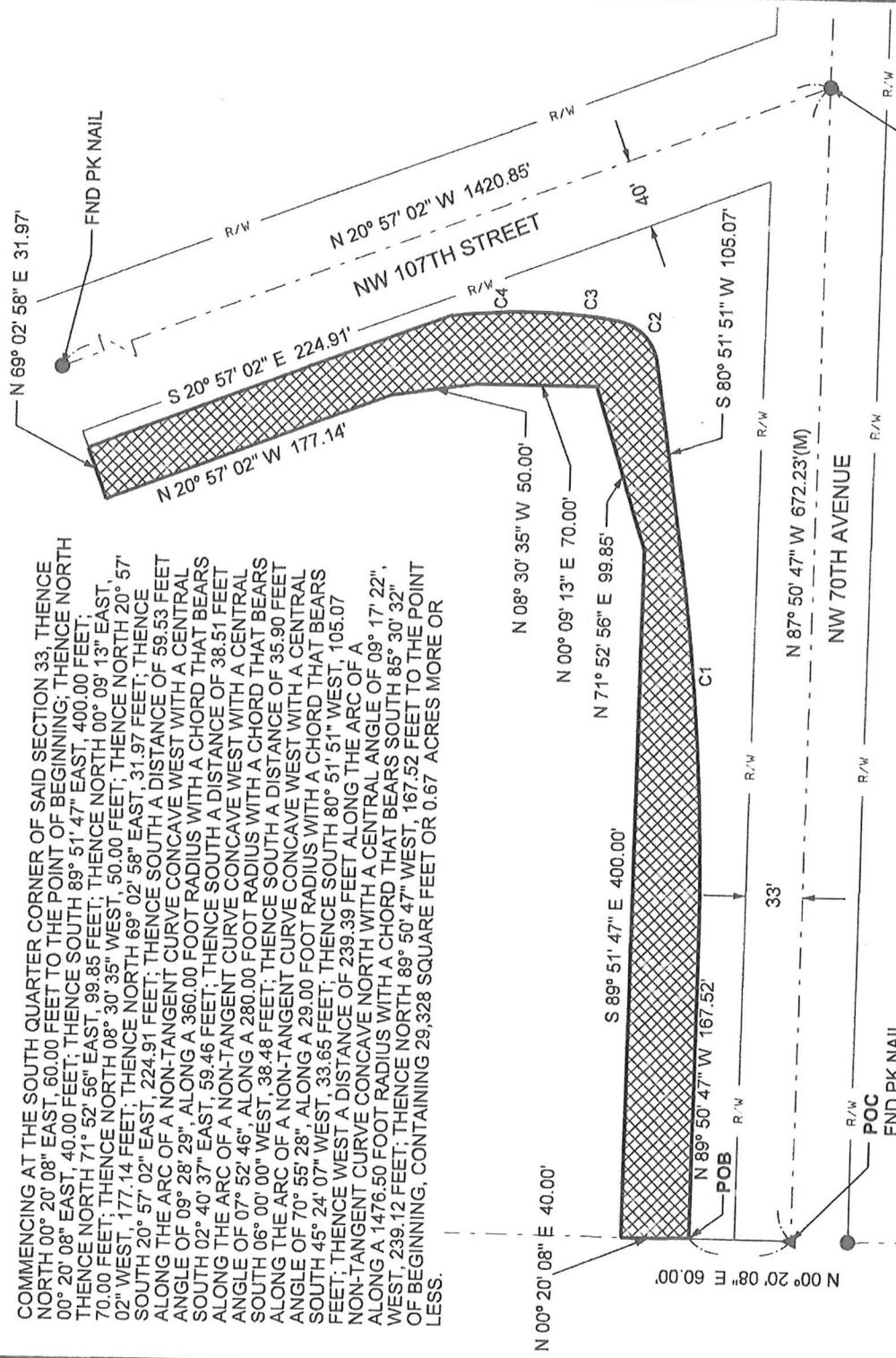
FIELD SURVEY  
 COMPLETED: MARCH 2014



**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, THENCE NORTH 00° 20' 08" EAST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 20' 08" EAST, 40.00 FEET; THENCE SOUTH 89° 51' 47" EAST, 400.00 FEET; THENCE NORTH 71° 52' 56" EAST, 99.85 FEET; THENCE NORTH 00° 09' 13" EAST, 70.00 FEET; THENCE NORTH 08° 30' 35" WEST, 50.00 FEET; THENCE NORTH 20° 57' 02" WEST, 177.14 FEET; THENCE NORTH 69° 02' 58" EAST, 31.97 FEET; THENCE SOUTH 20° 57' 02" EAST, 224.91 FEET; THENCE SOUTH A DISTANCE OF 59.53 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 09° 28' 29"; ALONG A 360.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 02° 40' 37" EAST, 59.46 FEET; THENCE SOUTH A DISTANCE OF 38.51 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 07° 52' 46"; ALONG A 280.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 06° 00' 00" WEST, 38.48 FEET; THENCE SOUTH A DISTANCE OF 35.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE WEST WITH A CENTRAL ANGLE OF 70° 55' 28"; ALONG A 29.00 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 45° 24' 07" WEST, 33.65 FEET; THENCE SOUTH 80° 51' 51" WEST, 105.07 FEET; THENCE WEST A DISTANCE OF 239.39 FEET ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE NORTH WITH A CENTRAL ANGLE OF 09° 17' 22"; ALONG A 1476.50 FOOT RADIUS WITH A CHORD THAT BEARS SOUTH 85° 30' 32" WEST, 239.12 FEET; THENCE NORTH 89° 50' 47" WEST, 167.52 FEET TO THE POINT OF BEGINNING, CONTAINING 29,328 SQUARE FEET OR 0.67 ACRES MORE OR LESS.



**LEGEND**

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND 1/2" ROD W/YELLOW CAP#18643 (UNLESS NOTED)
- SET 5/8" ROD W/YELLOW CAP#18900 (UNLESS NOTED)
- I.R. IRON ROD
- I.P. IRON PIPE
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- SECTION LINE
- RW--- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PROPERTY LINE

CURVE TABLE						
CURVE	LENGTH	RADIUS	CHD. LENGTH	CHD. BEARING	DELTA	TAN
C 1	239.39'	1476.5'	239.12'	S85°30'32"W	09°17'22"	119.96'
C 2	35.90'	29.00'	33.65'	S45°24'07"W	70°55'28"	20.66'
C 3	38.51'	280.00'	38.48'	S06°00'00"W	07°52'46"	19.28'
C 4	59.53'	360.00'	59.46'	S02°40'37"E	09°28'29"	29.83'

CITY OF JOHNSTON  
 6400 NW BEAVER DRIVE  
 JOHNSTON, IA 50131  
 PHONE: (515) 278-0822



**Foth Infrastructure & Environment, LLC**  
 8191 Birchwood Court, Suite L  
 Johnston, IA 50131-2931  
 Phone: 515-254-1393 Fax: 515-254-1642

FOTH PROJECT NO. 13J020-02 DATE: 3/2/2015

SHEET  
 1 OF 1

PURCHASE AGREEMENT

PROJECT PARCEL NO. 42
COUNTY: Polk
PROJECT: NW 70th Avenue Improvements

SELLER: Kathryn A Thieleke (Trustee)

THIS AGREEMENT made and entered into this 26 day of May, 2015, by and between Seller and the City of Grimes, Buyer.

- 1. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate interests, hereinafter referred to as the Premises:

A parcel of land located in the south half of the southeast quarter of Section 33, Township 80 North, Range 25 West of the fifth principal meridian, part of the City of Grimes consisting of fee-title right-of-way in the land identified on the Acquisition Plat listed on Exhibit A, a permanent utility easement in the land identified on the Permanent Utility Easement on Exhibit A and a temporary construction easement in the land identified on the Temporary Easement listed on Exhibit A, County of Polk, State of Iowa.

The Premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom as provided herein. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

- 2. Possession of the Premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data and other project related activity. Buyer shall maintain Seller's (including Seller's tenants) existing access for ingress and egress to the Premises throughout the term of the Easement. Limited access may occur during underground utility work or paving operations, provided Buyer requires its contractors to coordinate with Seller and make accommodations reasonably acceptable to Seller before limiting access. This provision survives delivery of an Easement to Buyer.
3. Buyer agrees to pay for and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the Premises upon full payment for the rights acquired as part of this agreement.

Table with 3 columns: Breakdown, Area Ac./Sq.Ft., Compensation. Rows include Fee Title Right-of-Way, Permanent Utility Easement, and Temporary Construction Easement, with a TOTAL LUMP SUM of \$194,338.08.

- 4. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of \_\_\_ pages.
5. SELLER WARRANTS that there are no tenants on the Premises holding under lease except: Farming tenant - Ray Christenson.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the Premises, including all taxes payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Seller shall assist in the identification of the names and addresses of lien holders.

none

**PROJECT PARCEL NO.** 42

**COUNTY:** Polk

**PROJECT:** NW 70<sup>th</sup> Avenue Improvements

**SELLER:** Kathryn A Thieleke (Trustee)

7. Buyer may include mortgagees, lien holders, encumbrancers and taxing authorities as payees on warrants as agreement payment as may be required by such interests to complete this transaction. Buyer agrees to pay for any abstracting costs for continuation of the abstract. Seller agrees to pay for any revenue stamps. SELLER AGREES to obtain court approval of this agreement, if requested by Buyer, if title to the Premises becomes an asset of any estate, trust, conservatorship or guardianship. In such event, Buyer agrees to pay court approval costs and all other costs necessary to transfer the Premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. Buyer agrees that any agricultural drain tile which are located within the Premises and are damaged or require relocation by utility construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence.
9. If Seller holds title to the Premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, and one of the joint tenants dies, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
10. The Premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
11. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
12. Seller states and warrants that there are no known wells, burial sites, solid waste disposal site, hazardous substances, nor underground storage tanks on the Premises described and sought herein.
13. Seller agrees to waive the right to protest the assessment for this public improvement project or claim any legal action against the City of Grimes for this assessment as long as the seller's assessment does not exceed \$541,200.

PROJECT PARCEL NO. 42
COUNTY: Polk
PROJECT: NW 70th Avenue Improvements

SELLER: Kathryn A Thieleke (Trustee)

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X Kathryn A. Thieleke TREE X
Name: x KATHRYN A. Thieleke TREE Name:

(NOTARY PUBLIC PLEASE COMPLETE LEFT AND RIGHT SIDES)

SELLER'S ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 26 day of May, A.D. 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathryn Thieleke, to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Nicole Spaulding (Sign in Ink)

Nicole Spaulding (Print/Type Name)

Notary Public in and for the State of Iowa



CAPACITY CLAIMED BY SIGNER:

- INDIVIDUAL
CORPORATE
Title(s) of Corporate Officer(s):
Corporate Seal is affixed
No Corporate Seal procured
PARTNER(s):
Limited Partnership
General Partnership
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this day of 2015, before me, the undersigned, personally appeared, known to me to be Mayor of the City of Grimes and who did say that said instrument was signed on behalf of Buyer by its authority duly recorded in its minutes, and said Mayor acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Recommended by: (Date)

Approved by: (Date)

**Preparer Information:**

<u>Foth Infrastructure &amp; Environment, LLC</u>	<u>8191 Birchwood Ct Ste L</u>	<u>Johnston, IA 50131</u>	<u>(515) 254-1393</u>
Name	Street Address	City,State,Zip	Area Code-Phone

**When Recorded Return to:**

<u>City of Grimes</u>	<u>101 NE Harvey St.</u>	<u>Grimes, Iowa 50111</u>	<u>(515) 986-3036</u>
Name	Street Address	City,State,Zip	Area Code-Phone

**STORM SEWER EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS** that Kathryn A Thieleke (Trustee) (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF GRIMES, IOWA, a municipal corporation (hereinafter called "City"), a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL M OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE NORTH 20° 57' 02" WEST, 266.98 FEET ALONG THE CENTER LINE OF NORTHWEST 107TH STREET; THENCE SOUTH 81° 04' 49" WEST, 46.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20° 57' 02" EAST, 25.01 FEET; THENCE SOUTH 81° 04' 54" WEST, 25.02 FEET; THENCE NORTH 09° 19' 05" WEST, 24.46 FEET; THENCE NORTH 81° 04' 49" EAST, 19.98 FEET TO THE POINT OF BEGINNING, CONTAINING 550 SQUARE FEET OR 0.01 ACRES MORE OR LESS, as described in the attached Exhibit A.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**  
\_\_\_\_\_ is the holder of a Real Estate Mortgage dated \_\_\_\_\_, and recorded \_\_\_\_\_, in Book \_\_\_\_\_ on Page \_\_\_\_\_ of the Polk County records. By signing this Agreement, \_\_\_\_\_, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 26 day of May, 2015.

Kathryn A. Thieleke TEE

By KATHRYN A. Thieleke TEE

Name: Nicole Spaulding

Title: \_\_\_\_\_



Appropriate Notary Added Here (for Grantor)

Consented to by \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appropriate Notary Added Here (for Mortgagee)

**ACCEPTANCE BY CITY**

STATE OF IOWA            )  
                                          ) SS  
COUNTY OF POLK         )

I, \_\_\_\_\_, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

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

# STORM SEWER EASEMENT

EXHIBIT "A"

STORM SEWER EASEMENT BEING CONVEYED TO THE CITY OF GRIMES  
NW 70TH AVENUE IMPROVEMENTS

**PROPERTY OWNER:**

KATHRYN A THIELEKE (TRUSTEE)  
7085 NW 100TH ST  
GRIMES, IA 50111  
BOOK 14684, PAGE 483-486

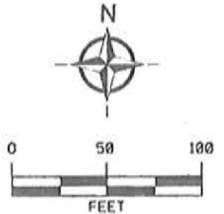
PARCEL 42  
CITY CONTRACT NO. (346)

FIELD SURVEY  
COMPLETED: MARCH 2014

**LEGAL DESCRIPTION:**

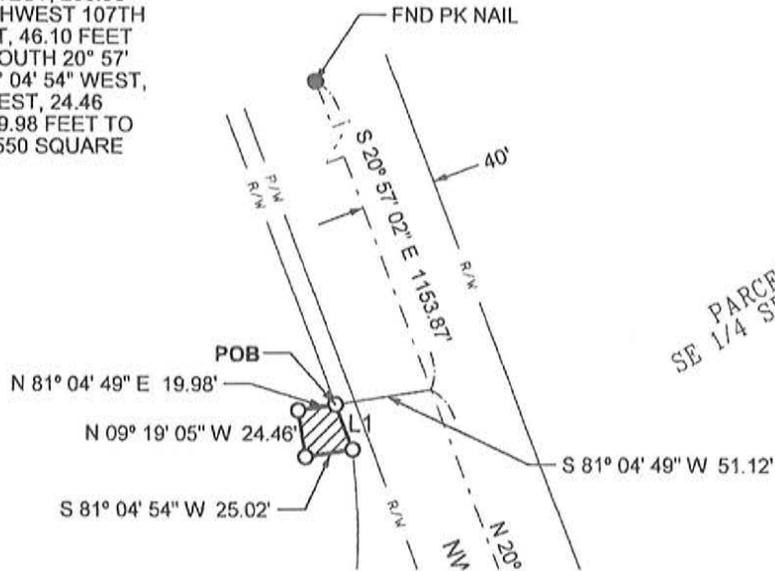
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NOTE: MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETED

SE 1/4  
SEC. 33-80-25



PARCEL "M"  
SE 1/4 SEC. 33-80-25

**Preparer Information:**

<u>Foth Infrastructure &amp; Environment, LLC</u>	<u>8191 Birchwood Ct Ste L</u>	<u>Johnston, IA 50131</u>	<u>(515) 254-1393</u>
Name	Street Address	City,State,Zip	Area Code-Phone

**When Recorded Return to:**

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

**STORM SEWER EASEMENT**

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COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, THENCE NORTH 00° 20' 08" EAST, 90.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, THENCE SOUTH 89° 50' 47" EAST, 59.72 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 50' 47" EAST, 25.00 FEET; THENCE SOUTH 00° 09' 13" WEST, 30.00 FEET; THENCE NORTH 89° 50' 47" WEST, 25.00 FEET; THENCE NORTH 00° 09' 13" EAST, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 750 SQUARE FEET OR 0.02 ACRES MORE OR LESS, as described in the attached Exhibit A.

(hereinafter called "Easement Area"), for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

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2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
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6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
9. **CONSENT AND SUBORDINATION OF MORTGAGE HOLDER.**  
\_\_\_\_\_ is the holder of a Real Estate Mortgage dated \_\_\_\_\_, and recorded \_\_\_\_\_, in Book \_\_\_\_\_ on Page \_\_\_\_\_ of the Polk County records. By signing this Agreement, \_\_\_\_\_, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
10. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 26 day of may, 2015.

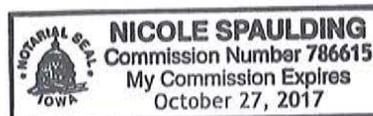
Kathryn A. Thieleke TEE

By KATHRYN A. Thieleke TEE

Name: Nicole Spaulding

Title: Niche Sp

Appropriate Notary Added Here (for Grantor)



Consented to by \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Appropriate Notary Added Here (for Mortgagee)

**ACCEPTANCE BY CITY**

STATE OF IOWA            )  
                                          ) SS  
COUNTY OF POLK         )

I, \_\_\_\_\_, City Clerk of the City of Grimes, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Grimes by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Grimes, Iowa (the “Issuer”), in connection with the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015 (the “Bonds”), dated June 25, 2015. The Bonds are being issued pursuant to a resolution of the Issuer approved on June 9, 2015 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1900 Duke Street, Suite 600, Alexandria, VA 22314.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2014-2015 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) **The Audited Financial Statements** of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

- Population**
- Employment Statistics**
- Retail Sales**
- Building Permits**
- Property Valuations**
- Tax Rates**

**Combined Historic Tax Rates**  
**Tax Collection History**  
**Largest Taxpayers**  
**Outstanding Debt**  
**Overlapping and Underlying Debt**  
**Debt Limit**  
**Financial Summary**

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. **Reporting of Significant Events**

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and

may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Piper Jaffray & Co.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by

court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 25, 2015

CITY OF GRIMES, IOWA

By \_\_\_\_\_  
Mayor

Attest:

By \_\_\_\_\_  
City Clerk

MINUTES FOR ISSUANCE OF BONDS

419952-39

Grimes, Iowa

June 9, 2015

The City Council of the City of Grimes, Iowa, met on June 9, 2015, at \_\_\_\_\_ o'clock  
\_\_\_\_.m., at the \_\_\_\_\_, Grimes, Iowa.

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

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

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

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

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

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

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

••••

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
Mayor

Attest:

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

RESOLUTION NO. \_\_\_\_\_

Resolution authorizing the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015, and providing for the levy of taxes to pay the same

WHEREAS, the City of Grimes (the “City”), in Dallas and Polk Counties, State of Iowa, heretofore proposed to enter into a General Obligation Corporate Purpose Loan Agreement (the “Essential Purpose Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$7,000,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of constructing street, bridge, water system, sanitary sewer system, storm water system and sidewalk improvements, and installing street lighting and signalization improvements (collectively, the “Infrastructure Projects”), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on May 13, 2015; and

WHEREAS, pursuant to the provisions of Section 384.24A of the Code of Iowa, the City also proposed to enter into a General Obligation Urban Renewal Loan Agreement (the “Urban Renewal Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$1,400,000 for the purpose of paying the cost, to that extent, of carrying out an urban renewal project (the “Parks and Rec Project”) in the Grimes Urban Renewal Area consisting constructing and installing (i) trail system improvements; (ii) sidewalk improvements; (iii) concession stand improvements; (iv) ball diamonds; (v) parking lot improvements; and (vi) lighting and fences at municipal park and recreation facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of May 13, 2015, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a General Obligation Public Works Building Loan Agreement (the “Public Works Building Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$700,000 pursuant to the provisions of Section 384.24A of the Code of Iowa for the purpose of paying the cost, to that extent, of acquiring, furnishing and equipping a municipal public works facility (with purposes set forth in the previous paragraphs collectively hereinafter referred to as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of March 10, 2015, no petition had been filed with the City asking that the question of entering into the Public Works Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council previously combined the Essential Purpose Loan Agreement, the Urban Renewal Loan Agreement and the Public Works Building Loan Agreement into a single loan agreement (the “Loan Agreement”); and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015 (the “Bonds”) in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and authorized its use by Piper Jaffray & Co. (the “Underwriter”); and

WHEREAS, the Underwriter has prepared a certain bond purchase agreement (the “Bond Purchase Agreement”) with respect to the Loan Agreement and the Bonds, the City Council has approved the Bond Purchase Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and authorize the issuance of the Bonds;

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

Section 1. The City shall enter into the Loan Agreement with the Underwriter in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$8,500,000, for the purposes set forth in the preamble hereof.

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

Section 2. The Bonds, in the aggregate principal amount of \$8,500,000, are hereby authorized to be issued in evidence of the City’s obligations under the Loan Agreement. The Bonds shall be dated June 25, 2015, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2016	\$320,000	3.00%	2026	\$ 420,000	3.00%
2017	\$330,000	3.00%	2027	\$ 435,000	3.00%
2018	\$340,000	3.00%	2028	\$ 450,000	3.00%
2019	\$350,000	3.00%	2029	\$ 460,000	3.00%
2020	\$360,000	3.00%	2030	\$ 475,000	3.00%
2021	\$370,000	3.00%	2032	\$1,000,000	3.00%
2022	\$380,000	2.50%	2033	\$ 520,000	3.50%
2023	\$390,000	2.50%	2034	\$ 535,000	3.50%
2025	\$810,000	2.75%	2035	\$ 555,000	3.50%

Section 3. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2026 through 2035, inclusive, prior to and in any order of maturity on June 1, 2025, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be

redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

Principal of the Bond maturing on June 1, 2025 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2024, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2024	\$400,000
2025	\$410,000 (Maturity)

Principal of the Bond maturing on June 1, 2032 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2031, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Year</u>	<u>Principal Amount</u>
2031	\$490,000
2032	\$510,000 (Maturity)

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2015. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners

or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

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

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in

accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

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

**GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2015**

No. \_\_\_\_\_ \$ \_\_\_\_\_

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	June 25, 2015	_____

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

Cede & Co.  
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2015, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2015 (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of June 25, 2015 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, bridge, water system, sanitary sewer system, storm water system and sidewalk improvements, and installing street lighting and signalization improvements; (2) constructing and installing (i) trail system improvements; (ii) sidewalk improvements; (iii) concession stand improvements; (iv) ball diamonds; (v) parking lot

improvements; and (vi) lighting and fences at municipal park and recreation facilities; and (3) acquiring, furnishing and equipping a municipal public works facility.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on June 9, 2015, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in each of the years 2026 through 2035, inclusive, prior to and in any order of maturity on June 1, 2025, or on any date thereafter upon terms of par and accrued interest. Principal of the Bonds maturing on June 1, 2025 and June 1, 2032 is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 2024 and June 1, 2031, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by registered mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

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

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

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Grimes, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of June 25, 2015.

CITY OF GRIMES, IOWA

By (DO NOT SIGN)  
Mayor

Attest:

(DO NOT SIGN)  
City Clerk

Registration Date: (Registration Date)

REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

BANKERS TRUST COMPANY  
Des Moines, Iowa  
Registrar

By (Authorized Signature)  
Authorized Officer

ABBREVIATIONS

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

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

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

ASSIGNMENT

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

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

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

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

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

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

The Loan Proceeds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of (1) costs of the planning, designing, acquisition, undertaking and construction of the Projects; (2) costs of issuance of the Bonds; and (3) to the extent that Proceeds remain after the full payment of the costs set forth in (1) and (2), such Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds. The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Project Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City in each of the years while the Bonds are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2016,  
sufficient to produce the net annual sum of \$577,575;

For collection in the fiscal year beginning July 1, 2017,  
sufficient to produce the net annual sum of \$577,675;

For collection in the fiscal year beginning July 1, 2018,  
sufficient to produce the net annual sum of \$577,475;

For collection in the fiscal year beginning July 1, 2019,  
sufficient to produce the net annual sum of \$576,975;

For collection in the fiscal year beginning July 1, 2020,  
sufficient to produce the net annual sum of \$576,175;

For collection in the fiscal year beginning July 1, 2021,  
sufficient to produce the net annual sum of \$575,075;

For collection in the fiscal year beginning July 1, 2022,  
sufficient to produce the net annual sum of \$575,575;

For collection in the fiscal year beginning July 1, 2023,  
sufficient to produce the net annual sum of \$575,825;

For collection in the fiscal year beginning July 1, 2024,  
sufficient to produce the net annual sum of \$574,825;

For collection in the fiscal year beginning July 1, 2025,  
sufficient to produce the net annual sum of \$573,550;

For collection in the fiscal year beginning July 1, 2026,  
sufficient to produce the net annual sum of \$575,950;

For collection in the fiscal year beginning July 1, 2027,  
sufficient to produce the net annual sum of \$577,900;

For collection in the fiscal year beginning July 1, 2028,  
sufficient to produce the net annual sum of \$574,400;

For collection in the fiscal year beginning July 1, 2029,  
sufficient to produce the net annual sum of \$575,600;

For collection in the fiscal year beginning July 1, 2030,  
sufficient to produce the net annual sum of \$576,350;

For collection in the fiscal year beginning July 1, 2031,  
sufficient to produce the net annual sum of \$581,650;

For collection in the fiscal year beginning July 1, 2032,  
sufficient to produce the net annual sum of \$576,350;

For collection in the fiscal year beginning July 1, 2033,  
sufficient to produce the net annual sum of \$573,150; and

For collection in the fiscal year beginning July 1, 2034,  
sufficient to produce the net annual sum of \$574,425.

(Such taxes being supplemental and additional to taxes  
previously authorized by the City for this purpose for  
collection in the fiscal year beginning July 1, 2015).

Section 8. A certified copy of this resolution shall be filed with the County Auditors of Dallas and Polk Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City has declared the Infrastructure Projects and the Parks and Rec Project to be urban renewal projects within the Grimes Urban Renewal Area. The City hereby reaffirms its intent to use incremental property tax revenues for the payment of the principal of and interest on the Bonds which is allocable to such Projects.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 9, 2015.

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Mayor

Attest:

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City Clerk

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a certain Loan Agreement and providing for the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015 of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 9, 2015, entitled: "Resolution authorizing the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2016, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2015.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Auditor

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on June 9, 2015, entitled: "Resolution authorizing the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015, and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2016, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2015.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
County Auditor

June 4, 2015

Rochelle Williams  
City Clerk/City Hall  
Grimes, Iowa  
**Via Email**

Re: \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015  
Our File No. 419952-39

Dear Rochelle:

We have prepared and attach proceedings to be used at the June 9<sup>th</sup> City Council meeting to adopt the resolution (the “Resolution”) issuing the General Obligation Corporate Purpose Bonds, Series 2015.

The proceedings attached include the following items:

1. Resolution authorizing the issuance of the Bonds. The form of Bond, Authentication Certificate and Assignment set out in the resolution should not be completed or executed.
2. Certificate attesting transcript.
3. A certified copy of the Resolution must be filed with the County Auditors of Dallas and Polk Counties, and we have prepared certificates to be signed by each Auditor relating to the filing of a certified copy of the Resolution in their office.

Continuing in the 2016-2017 fiscal year, the County Auditors will have a mandatory duty to make a levy of taxes to pay principal of and interest on the Bonds unless the City’s budget each year affirmatively shows that the tax should not be levied because other funds will be applied to the payment of the Bonds for that budget year. To the extent the City determines that property tax levies will be needed for payment in any year, the tax levy amounts needed must be certified for that year in the City’s budget as part of the Debt Service Fund, and the funds derived from sources other than taxes must be shown on the appropriate budget document.

Also attached is a Loan Agreement for execution by you and the Mayor. Please print three copies of the Loan Agreement for execution. After they have been signed please return all of these copies to us so that we can have them signed on behalf of Piper Jaffray & Co., after which we will furnish you with a signed original.

Page 2

Additionally, we are attaching a Registrar and Paying Agent Agreement for you and the Mayor to sign. Please print three copies for execution, after which all three executed copies should be returned to us so that we may forward them to Bankers Trust for signature. We will provide you with a fully executed copy of the Agreement at the time of closing.

Finally, we are attaching the Continuing Disclosure Certificate for you and the Mayor to sign. Please print and sign two copies, after which one executed original should be returned to us.

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

If you have any questions, please contact me.

Best regards,

John P. Danos

Attachments

cc: Kelley Brown  
Travis Squires  
Diana VanVleet

LOAN AGREEMENT

This Loan Agreement is entered into as of June 25, 2015, by and between the City of Grimes, Iowa (the "City") and Piper Jaffray & Co., Des Moines, Iowa (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$8,500,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of a General Obligation Corporate Purpose Bonds, Series 2015, in the principal amount of \$8,500,000 (the "Bonds").

2. The City has adopted a resolution on June 9, 2015 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds for the purposes referred to in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or upon the direction of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 25, 2015, shall bear interest, shall be payable as to principal on the dates and in the amounts, and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

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

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

CITY OF GRIMES, IOWA

By \_\_\_\_\_  
Mayor

Attest:

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

PIPER JAFFRAY & CO.  
Des Moines, Iowa

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name and Title)

## **PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT**

This Agreement is entered into as of the date hereof between **BANKERS TRUST COMPANY**, Des Moines, Iowa (the “Agent”) and the **CITY OF GRIMES, IOWA** (the “Issuer”).

1. **Definition of Terms**—The terms “item,” “receipt,” “transfer,” “turnaround,” “process,” “business day,” and other terms used throughout this Agreement shall be deemed to have the meanings provided in the regulations promulgated pursuant to the Securities Exchange Act of 1934 and the Code of Iowa as amended and in effect from time to time.

2. **Issuance Resolution Incorporated By Reference**—The Agent agrees to act on behalf of the Issuer pursuant to the terms of this Agreement and pursuant to the Issuer’s resolution (the “Resolution”) authorizing and providing for the issuance of \$8,500,000 General Obligation Corporate Purpose Bonds, Series 2015, dated June 25, 2015 (the “Bonds”). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. **Registrar Function**—The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of the Issuer shall from time to time deliver to the Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity the Agent is authorized at any time upon the surrender for cancellation of the Bonds to register new Bonds for the principal amount of Bonds so cancelled and to redeliver such new Bonds.

4. **Transfer Agent Function/Charges**—The Agent is hereby directed to record and authenticate Bonds signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign Bonds in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding Bonds and of Bonds issued in exchange therefor signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

The Issuer and the Agent may also require payment by the person requesting an exchange or transfer of the Bonds of a service charge and a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond for the unredeemed portion of a Bond surrendered for redemption.

Upon request for cancellation of such Bonds the Agent shall record and authenticate new Bonds duly signed and deliver such Bonds to or upon the order of the person entitled thereto.

5. **Paying Agent Function**—The Agent is hereby authorized and shall make payments of principal and interest to the registered owners of the Bonds as follows:

(a) If payment is by check, at least three business days prior to each payment date and if payment is by wire transfer, at least one business day prior to each payment date, the Issuer will deposit with the Agent in such amount as is required to make such payment.

(b) On each payment date the Agent will pay the interest and principal due prior to the maturity date without surrender of the Bond. For final payment of principal and interest, the Agent, upon presentation and surrender of the matured or called Bond, will pay principal and interest to each registered owner of the Bonds as of the record date by mailing a check or wiring funds to each such owner. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of any Bond shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall be made not later than the second business day after receipt of the matured Bond.

(c) When the Agent shall receive notice from the Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

6. **Form of Records**—The records of the Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. **Confidentiality of Records**—The Agent's records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7, Code of Iowa. The Agent agrees that its use of the records will be limited to the purposes of this Agreement and that the Agent will make no private use or permit any private access thereto.

8. **Reliance Upon Certain Certifications and Representations**—The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advice of the Issuer's counsel; and may register any Bond or may refuse to register any such Bond if in good faith the Agent deems such refusal necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. **Rules and Regulations Governing Registration**—The Agent shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered Bond including without limitation Chapter 76 and Sections 554.8101 et seq., Code of Iowa, and standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986.

10. **Signature of Officers**—In case any of the officers of the Issuer whose manual or facsimile signature appears on any Bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing, or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. **Record Date**—For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. **Three Days Turnaround**—The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. **Destruction of Cancelled Bonds**—The Agent will promptly cancel and destroy all Bonds which have been spoiled, surrendered to it for transfer, or with respect to which principal, premium, if any, and interest owing on such Bonds has been paid, and will provide the Issuer with a Certificate of Destruction certifying as to the destruction of such cancelled Bonds.

14. **Payment of Unclaimed Amounts**—In the event any payment check representing payment of interest or principal on the Bonds is returned to the Agent or is not presented for payment or if any Bond is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such interest or principal. The Agent’s obligation to hold such funds shall continue until the expiration of the escheat period in accordance with applicable laws, at which time the Agent shall surrender any remaining funds so held in accordance with the applicable escheat laws.

15. **No Obligation to Invest**—The Agent will have no obligation to invest any funds in its possession.

16. **Compensation of the Agent**—The Issuer will pay the Agent reasonable compensation for its services based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between the Agent and the Issuer. The Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. **Bond Counsel**—When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

18. **Termination of Agreement**—This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, the Agent shall deliver to the Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the Issuer.

19. **Examination of Records**—The Issuer or its duly authorized agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of the Issuer or the Agent. The Agent, on request, will furnish the Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

20. **Filing of Form 1099-INT**. To the extent it is determined by the Agent or Bond Counsel for the Issuer that reports are required to be filed, the Agent agrees to comply with the provisions of the Internal Revenue Code with respect to the filing with the Internal Revenue Service and furnishing to recipients of interest on the Bonds copies of Form 1099-INT, or its substitute, annually.

21. **Obligations, Rights and Privileges of the Agent**—The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

Dated as of June 25, 2015.

**CITY OF GRIMES, IOWA**

By \_\_\_\_\_  
Mayor

Attest:

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

**BANKERS TRUST COMPANY  
AGENT**

By \_\_\_\_\_  
Trust Officer



**PAYING AGENT, BOND REGISTRAR AND  
TRANSFER AGENT FEE SCHEDULE  
(BOOK ENTRY)**

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**INITIAL FEE**

\$250

**ANNUAL FEE**

\$500 (semi-annual payments of \$250)

**ADDITIONAL SERVICES AVAILABLE**

\$250 Dissemination Agent (annual fee)

As Dissemination Agent, Bankers Trust (the “Agent”) will disclose the required documentation under SEC Rule 15c2-12 to the MSRB Electronic Municipal Market Access (EMMA) system. The Issuer/Borrower will provide the information required in the Continuing Disclosure Agreement or the required annual reporting and material event notification under the rule listed above to the Agent. The Agent will not be responsible for compiling any of the information required under the rule.

**OUT-OF-POCKET EXPENSES**

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule, such as preparation of bondholder lists, redemptions/call notices, or termination of our services prior to the issue’s final maturity. Charges will be based on our analysis of the cost of providing the additional services, with redemption/call fees starting at \$100 and termination fees of \$200 per bond issue.

Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

**CHANGES IN FEE SCHEDULE**

Bankers Trust reserves the right to renegotiate this fee schedule.

---ACCOUNT---	-----NAME-----	--DATE--	----TYPE----	-CK #-	----AMOUNT----	-----DEPOSIT-----		-----MESSAGE-----
						CODE	-RECEIPT--	
01-034000-01	LARSON, STEVE	0/00/00	FINAL BILL	0	84.93CR	100	00104761	100.00CR
01-038000-05	CLAUSEN, TYLER	0/00/00	FINAL BILL	0	87.01CR	100	00075214	100.00CR
01-127900-06	QUARBERG, SHARLENE	0/00/00	FINAL BILL	0	62.74CR	100	00057982	100.00CR
01-171900-01	TRAVNICEK, DAVID/LAURA	0/00/00	FINAL BILL	0	47.15CR	100	00101064	100.00CR
01-183170-01	ACCURSO, FRANK	0/00/00	FINAL BILL	0	53.68CR	100	00087507	100.00CR
01-187800-05	LEWIS, JESSICA	0/00/00	FINAL BILL	0	15.28CR	100	00072315 100 00000000	100.00CR 100.00CR
01-246500-02	ASHLEY, LISA	0/00/00	FINAL BILL	0	55.70CR	100	00117315	100.00CR
01-311104-02	MANLY, CINDY	0/00/00	FINAL BILL	0	80.41CR	100	00110804	100.00CR
01-311303-01	RAY, JORDAN	0/00/00	FINAL BILL	0	80.23CR	100	00056721	100.00CR
01-322204-01	MASTERS, ABIGAIL	0/00/00	FINAL BILL	0	89.31CR	100	00027603	100.00CR
01-333103-02	GITTINS, MICHAEL	0/00/00	FINAL BILL	0	73.67CR	100	00082463	100.00CR
01-333204-02	KOVACEVIC, ANITA	0/00/00	FINAL BILL	0	12.43CR	100	00067215	100.00CR
01-333210-03	VAN DE POL, JANICE	0/00/00	FINAL BILL	0	46.73CR	100	00093886	100.00CR
01-333307-00	GULLEY, JAMES	0/00/00	FINAL BILL	0	43.95CR	100	00026971	100.00CR
01-344204-02	SOFEN, JANET	0/00/00	FINAL BILL	0	87.97CR	100	00072006	100.00CR
03-999899-00	QUAD M CONSTRUCTION	0/00/00	FINAL BILL	0	1,540.17CR	150	00130579	2,000.00CR

TOTAL REFUNDS: 16  
 AMOUNT: 2,461.36CR

ERRORS: 0

\*\* END OF REPORT \*\*



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

This meeting of the Grimes Planning and Zoning Commission was called to order on Tuesday, June 2, 2015 at 5:37 P.M. at Grimes City Hall.

Roll Call: Present: Mike Chambers, Steve Valline, Kelsey Clark, Scott Almeida, City Engineer John Gade, Council Liaison Craig Patterson, Building Administrator Scott Clyce, Absent: Bill Bohan

## **I. GENERAL AGENDA ITEMS**

### **I. APPROVAL OF THE AGENDA**

Motion by Almeida, Second by Chambers to approve the agenda.

Roll call: Ayes-4; Nays-0 Motion passes: 4 - 0.

### **II. APPROVAL OF THE MINUTES**

Motion by Clark, Second by Almeida to approve the minutes from the May 5, 2015 meeting.

Roll call: Ayes-4; Nays: 0 Motion passes: 4 - 0.

## **II. PUBLIC AGENDA ITEMS**

### **1. Public Hearing and Request to Rezone approximately 9.89 acres in Lot 43 Chevalia Valley Development from R-3 to R-4 Planned Unit Development for single family housing**

Co-Chair Steve Valline opened the Public Hearing for comment at 5:40. Being no written or oral comments the Public Hearing was closed at 5:40. Gregory Judas of the Willmington Group, 8797 NW 54<sup>th</sup> Avenue Johnston, addressed the Board on behalf of the owner Peoples Trust & Savings Bank. Judas stated that Lot 43 in Chevalia Valley consists of 9.89 acres and will have 32 single family lots. Judas stated that the products they propose will be unique as they will have a side load garage and that they would need to have approval for 10 foot side setbacks in order to build this development. Judas said in order for the development plan to be cost effective, they were requesting approval of 10 foot setbacks. City Engineer Gade stated that the previous zoning was multifamily detached townhomes which required a Planned Unit Development (PUD) Gade also noted that the rear of a number of these lots encroach on flood plain and he had some concern regarding building homes with basements. Gade stated that they had contacted the engineers regarding that concern and that the developer was aware and believed they had addressed any potential issues in their designs. Judas stated that those flood areas will be made separate out lots and each will go with ownership of the primary lot. Judas stated that the infrastructure that was put in place for the previous design layout would not be able to be used and that the developer would need to take everything out and start over. Judas also noted that

there is an inner city bike trail on the east side of the property that would also be completed as part of the project.

Motion by Clark, Second by Chambers to approve the request to rezone approximately 9.89 acres in Lot 43 Chevalia Valley Development from R-3 to R-4 Planned Unit Development for single family housing with the requirement that they have a minimum of two car attached garages.

Roll call: Ayes-4, Nays- 0 Motion passes: 4– 0

## **2. Destination Ridge Plat 2 Preliminary Plat**

Jerry Oliver, Civil Engineering Consultants, 2400 86<sup>th</sup> St #12 Des Moines IA addressed the Board on behalf of the owner Knapp Properties. Oliver stated that this plat consists of one lot to the south of Walmart bordered by highway 141 on the west and SE 11<sup>th</sup> Street is along the southern border and Destination Drive is on the east. Oliver stated that they propose to extend SE Princeton Drive to allow access to the lot. Oliver said there are existing sanitary, water and sewer lines along SE 11<sup>th</sup> that would also be extended with Princeton Drive. Oliver said the purpose of the project was to make the lot available for in interested buyer. City Engineer Gade stated that Lot one would need its own storm water detention and the utility extensions would make this a very versatile lot for future use. Gade said that while there were no trails or park ground it would have sidewalks on the public easements. Gade stated that SE Princeton Drive could be widened but it was not necessary at this time.

Motion by Chambers, Second by Almeida to approve Destination Ridge Preliminary Plat 3 per the Fox Engineering letter dated May 28, 2015.

Roll call: Ayes- 4, Nays- 0 Motion passes: 4 – 0

## **3. Destination Ridge Plat 3 Final Plat**

City Engineer Gade noted that this is a unique parcel in that it has a triple frontage and there will be 25 foot setbacks around the perimeter. Gade stated that since the improvements have not yet been completed, the developer would need to submit a letter of credit or bond for those public improvements.

Motion by Clark, Second by Chambers to recommend approval per the Fox Engineering letter dated May 28, 2015.

Roll call: Ayes- 4, Nays- 0 Motion passes: 4 – 0

## **4. Brooke Ridge Plat 2 Final Plat**

Doug Mandernach, Civil Design Advantage, 3405 SE Crossroads Dr. Suite G. Mandernach stated that this plat has 24 single family lots and is ready for final grading and streets.

Mandernach said that the detention pond requirements were met previously with Plat 1. City Engineer Gade stated that an easement still needs to be obtained to extend a trail to the park.

Motion by Almeida, Second by Chambers to recommend approval of Brooke Ridge Plat 2 Final Plat per the Fox Engineering letter dated May 28, 2015.

Roll call: Ayes- 4, Nays- 0 Motion passes: 4 – 0

## **III. PUBLIC FORUM-** None

## **IV. ZONING ADMINISTRATOR REPORT**

City Engineer John Gade stated he was anticipating site plans on Miehle Drive for review at the next meeting as well as a possible site plan coming for Heritage. Gade also stated that the city's

of Johnston and Grimes had rejected bids that came in high on the NW 70<sup>th</sup> Street Improvement project. Gade also stated that the Grimes portion of the SE 19<sup>th</sup> Project was almost complete. Building Administrator Clyce stated that April had been another record month for building permits. Clyce stated that there were 34 single family houses and three commercial final inspections. Gade stated that 62<sup>nd</sup> street in Johnston would be closed for the next two weeks.

1. Old Business- Council Liaison Patterson told the Board that the City Council wanted to have a few changes made to the previously approved Houghton Warehouse. The Council requested more brick and stone to the exterior package an increase the glass use. Patterson also noted that Staff would review of the material requirements that are currently in place. City Building Administrator Clyce stated that there were 26 single family permits in May and 18 townhomes. Clyce stated that the total year to date for single family permits is 92.

2. New Business- Next meeting, July 6, 2015.

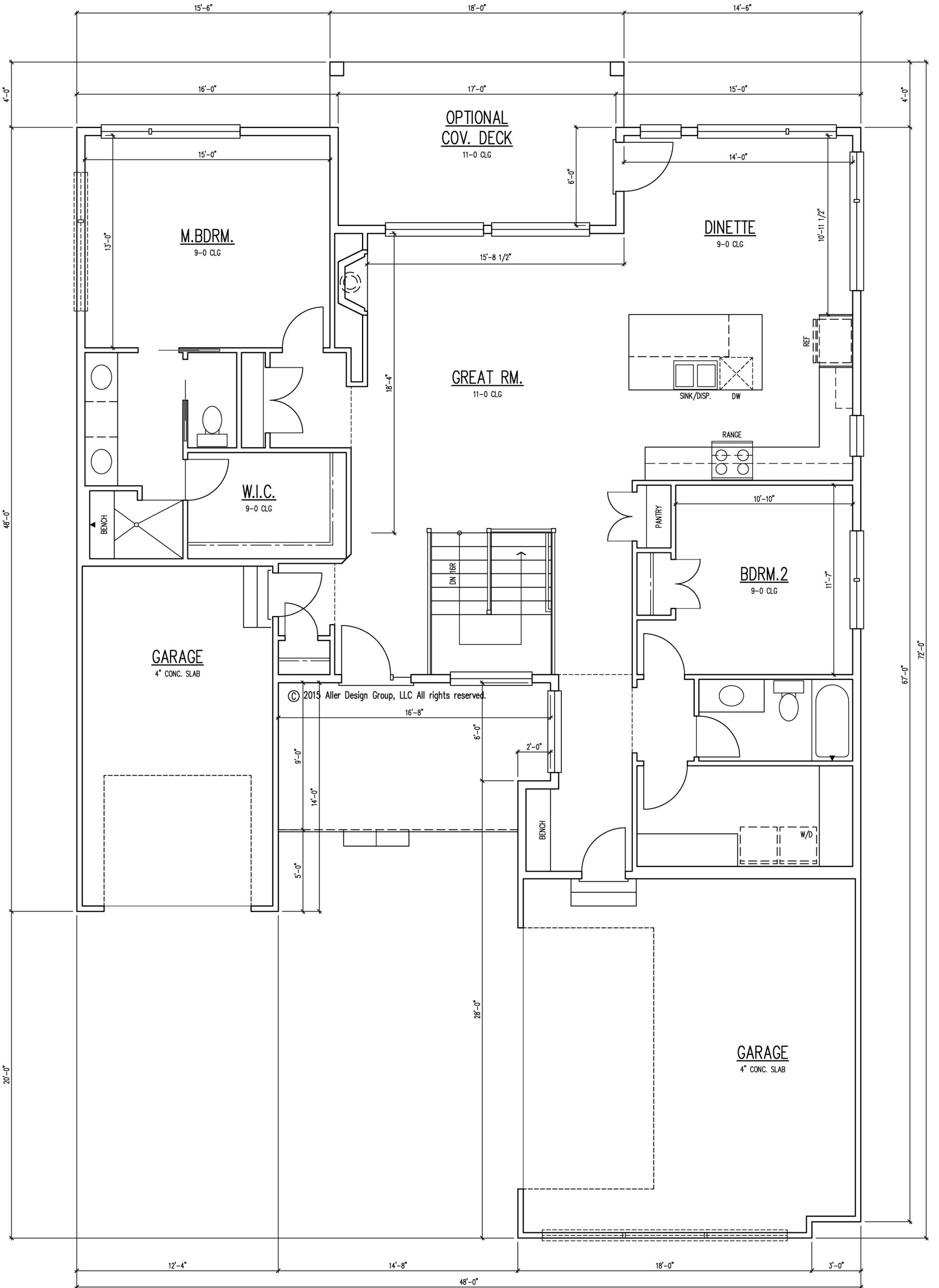
## **V. ADJOURNMENT**

Meeting is adjourned at 6:25pm

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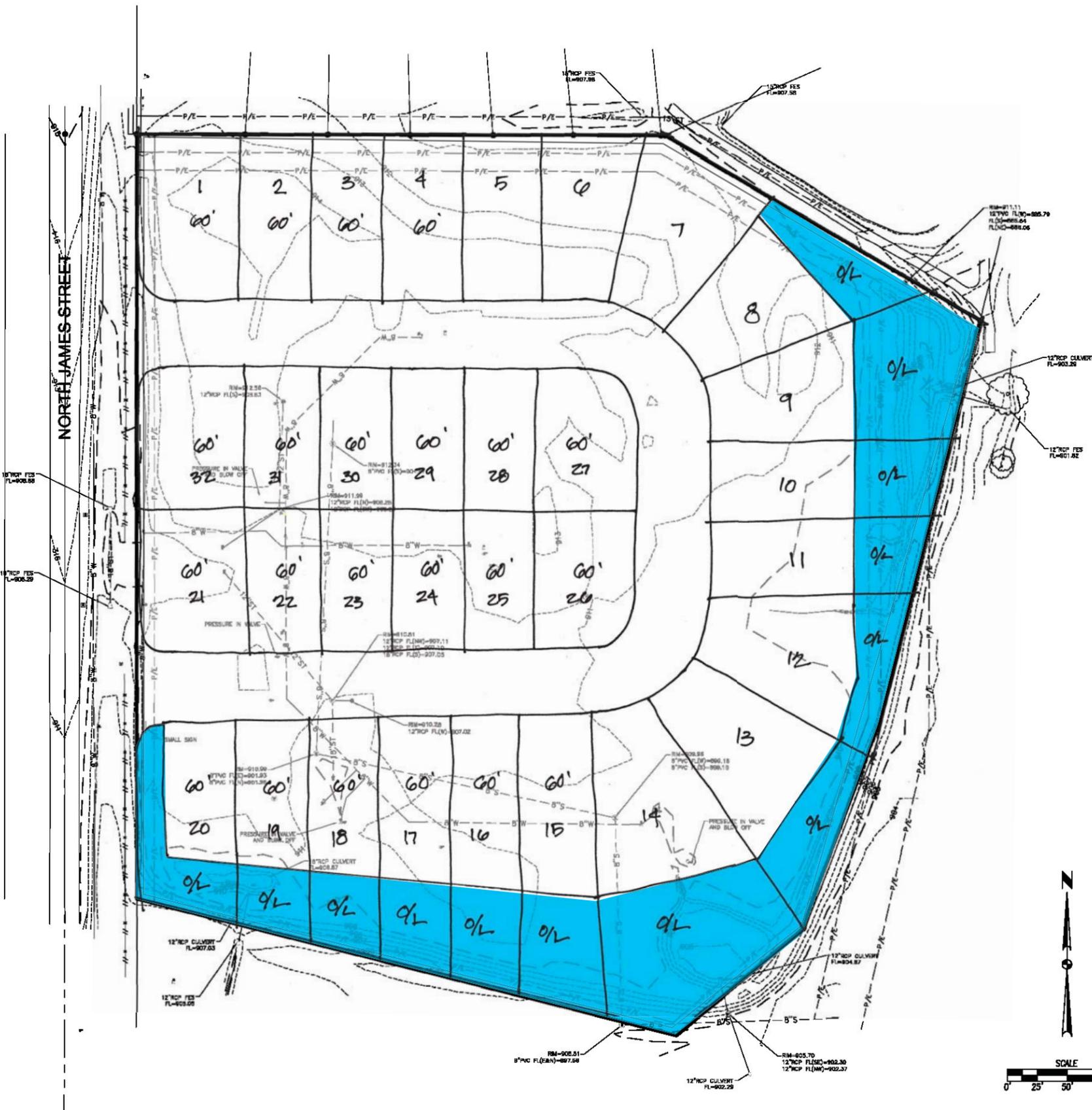
Steve Valline, Co-Chair





# CONCEPT 4-16-15

32 TOTAL LOTS  
 22 - 60' LOTS  
 10 - 65' LOTS



**UTILITY WARNING:**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN. A REQUEST WAS MADE TO IOWA ONE CALL FOR THE UTILITY COMPANIES TO LOCATE THEIR UTILITIES IN THE FIELD

**BENCH MARK:**

- BM#1 GRIMES PRIMARY BM MONUMENT @ NW COR HWY 44 & 142ND STREET. ELEVATION=999.67
- BM#2 STUBBY NAIL @ CENTERLINE INTERSECTION OF JAMES STREET AND 82ND AVE. ELEVATION=930.17
- BM#3 BURY BOLT ON HYDRANT @ SE COR OF JAMES STREET & 23 COURT ELEVATION=917.32
- BM#4 CHISELED 'X' ON CONCRETE GUARD RAIL BRIDGE OVER CREEK & JAMES STREET @ SW CORNER OF SITE ELEVATION=912.75

**ENGINEER/SURVEYOR:**

CIVIL DESIGN ADVANTAGE  
 3405 SE CROSSROADS DR, SUITE G  
 GRIMES, IOWA 50111

**DATE OF SURVEY:**

FEBRUARY 18, 2013

**LEGEND:**

FOUND	SET	
▲	△	GAS APPARATUS
●	○	AIR CONDITIONER
●	○	TELEPHONE PEDESTAL
P		WATER VALVE
M		FIRE HYDRANT
R		ELECTRIC TRANSFORMER
D		ELECTRIC METER BOARD
MPE		MAIL BOX
P.U.E.		SIGN
---	---	POWER POLE
---	---	TELEVISION PEDESTAL
---	---	SANITARY SEWER MANHOLE
---	---	STORM SEWER MANHOLE
---	---	ROUND STORM SEWER INTAKE
---	---	STORM SEWER INTAKE
---	---	FLAG POLE
---	---	SPRINKLER BOX
---	---	BUSH
---	---	CONIFEROUS TREE
---	---	OVERHEAD LIGHT
---	---	HANDICAPPED PARKING
---	---	ROOF DRAIN
---	---	TRAFFIC LIGHT
---	---	SEPTIC TANK
---	---	YARD LIGHT



DATE	REVISIONS	STATUS

3405 SE CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111-5051  
 PH: (515) 369-4400 Fax: (515) 369-4410



CIVIL DESIGN ADVANTAGE  
 GRIMES, IOWA

**CHEVALIA VALLEY**  
**TOPOGRAPHIC SURVEY**



**ORDINANCE #647**

**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 LOT 43 CHEVALIA VALLEY DEVELOPMENT FROM R-3 TO R-4 PLANNED UNIT DEVELOPMENT FOR SINGLE FAMILY HOUSING**

SECTION 1. Purpose. The purpose of this Ordinance is to amend the official zoning map and the comprehensive land use map by changing approximately 9.89 acres in Lot 43 Chevalia Valley from R-3 to R-4 Planned Unit Development for Single Family Housing.

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**  
Lot 43 Chevalia Valley

Proposed approximately 9.89 acres Lot 43 in Chevalia Valley from R-3 Multiple Family Residential Development to a R-4 PUD – Planned Unit Development with a R-3 Backup.

**PROPERTY DESCRIPTION:**

Lot 43 in Chevalia Valley, an Official Plat, Now Included In And Forming A Part of the City of Grimes, Polk County, Iowa. Said lot 43 contains 9.89 acres more or less.

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

**SAID TRACT OF LAND CONTAINS 9.89 ACRES MORE OR LESS.**

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      2015.

ATTEST:

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

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



May 08, 2015

Mayor and City Council  
Grimes, Iowa  
101 N. Harvey Street  
Grimes, Iowa 50111

Honorable Mayor and Members of the City Council:

On behalf of the Owner, Peoples Trust and Savings Bank, I am requesting consideration of rezoning the following legally described property from

**R-3 MUTIPLE FAMILY RESIDENTIAL DEVELOPEMENT, TO R-4 PUD-PLANNED UNIT DEVELOPMENT WITH A R-3 BACKUP. I AM ALSO REQUESTING AN EXCEPTION FOR 10.00' SIDE YARD SETBACKS:**

PROPERTY DESCRIPTION:

BOOK 12740 PAGES 985-986

LOT 43 IN CHEVALIA VALLEY, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA

Said lot 43 contains 9.89 acres more or less.

Respectfully Submitted,

PRELIMINARY \_\_\_\_\_ Date \_\_\_\_\_  
GREGORY JUDAS



**ORDINANCE #647**

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Passed by the City Council and approved by the City Council on this      day of      2015.

ATTEST:

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

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

May 28, 2015

**Jerry Oliver, PE PLS**

Civil Engineering Consultants, Inc  
2400 86<sup>th</sup> Street, Unit 12  
Des Moines, IA 50322

**Destination Ridge Plat 3 - Preliminary Plat**

SE Princeton Drive Extension  
*FOX Ref No: 8630-04C.215*

Thank you for submitting your project for review. The City of Grimes is committed to assisting you with the completion of this project. FOX Engineering has completed the second review of the Preliminary Plat 3 for SE Princeton Drive Extension, dated May 27, 2015. Please note the following comments:

1. 166.08, FOX Engineering has reviewed the proposed storm sewer within this development in relation to the Comprehensive Plan:
  - a. The Preliminary Plat states that Lot 1 will be required to have storm water detention.
2. 166.08, FOX Engineering has reviewed the proposed sanitary sewer within this development in relation to the Comprehensive Plan:
  - a. The Preliminary Plat extends an 8-inch sanitary sewer along SE Princeton Dr. This main is sized to service Lot 1 and Outlot Z.
3. 166.08, FOX Engineering has reviewed the proposed water main within this development in relation to the Comprehensive Plan:
  - a. The Preliminary Plat extends an 8-inch water main along SE Princeton Dr. This main connects onto an existing 12-inch water main along SE 11<sup>th</sup> Street.
4. 166.08, FOX Engineering has reviewed the proposed major streets and access locations within this development in relation to the Comprehensive Plan :
  - a. SE Princeton Drive can be extended north and bend back east to connect into SE Destination Drive in the future. It is also possible that SE Princeton can end with a cul-da-sac.
  - b. Discussion is necessary to verify if a 37-ft (left turn lane) on SE Princeton Drive is warranted at the intersection of SE 11<sup>th</sup> Street. This will increase the 60-ft ROW near the intersection.
5. 166.08, FOX Engineering has reviewed the proposed trails and sidewalks within this development in relation to the Comprehensive Plan:
  - a. 5-ft sidewalks are shown along all existing and proposed ROW.
  - b. There are no proposed trails in the plat.
6. No parkland dedication is required for commercial property.

---

**PRELIMINARY PLAT SCHEDULE:**

**PLANNING & ZONING:** June 2, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** June 9, 2015 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

*John Gade, P.E.*

John Gade, P.E.

Copy to: Kelley Brown, City of Grimes

**PRELIMINARY PLAT  
DESTINATION RIDGE PLAT 3  
GRIMES, IOWA**

**OWNER/DEVELOPER**  
ALL POINTS DEVELOPMENT, LLC  
5000 WESTOWN PKWY STE 400  
WEST DES MOINES, IOWA 50266-6704  
CONTACT: ANNEE STAUDT  
515-222-4000  
Annee.Staudt@knappproperties.com

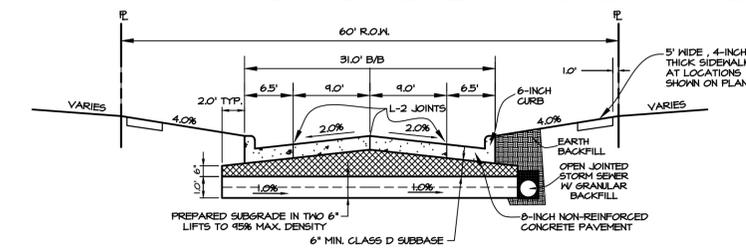
**LEGAL DESCRIPTION**  
OUTLOT 'Z', DESTINATION RIDGE PLAT 1, AN OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA, RECORDED IN BOOK 1482, PAGE 874 AT THE POLK COUNTY RECORDER'S OFFICE, AND CONTAINS 42.569 ACRES OR LESS.

**ZONING**  
OUTLOT 'Z'  
C-2 W/ ZONE 1 & 2 HIGHWAY MIXED USE DEVELOPMENT CORRIDOR  
DISTRICT RESTRICTIONS.

LOT 1  
C-2 W/ ZONE 2 HIGHWAY MIXED USE DEVELOPMENT CORRIDOR  
DISTRICT RESTRICTIONS.

**FLOOD ZONE**  
THIS SITE IS IN FLOOD ZONE 'X' (AREA OUTSIDE THE 500-YEAR FLOOD PLAIN) ACCORDING TO THE FEMA FIRM MAP COMMUNITY PANEL NO. 140401 0080 C, REVISED NOVEMBER 16, 1992.

- NOTES**
- ON-SITE DETENTION MUST BE PROVIDED ON THE INDIVIDUAL LOTS AT THE TIME OF THE SITE PLAN.
  - DIRECT ACCESS TO IOWA HIGHWAY #141 IS NOT ALLOWED.
  - LOT 'A' TO BE PROVIDED TO THE CITY OF GRIMES FOR STREET PURPOSES.
  - LOT 1 SHALL PROVIDE FOR ON-SITE DETENTION FOR THE RESPECTIVE DEVELOPMENT. THE ALLOWABLE DISCHARGE RATE IS THE 5-YEAR UNDEVELOPED RUNOFF.
  - THE PROPOSED POSTED SPEED LIMIT FOR SE PRINCETON DRIVE SHALL BE 25MPH.



**TYPICAL 31' B/B CROSS SECTION**  
NO SCALE

**CERTIFICATIONS**

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

JERRY P. OLIVER, IOWA LIC. NO. 7844 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016  
PAGES OR SHEETS COVERED BY THIS SEAL: this sheet only

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

JERRY P. OLIVER, IOWA REG. NO. 7844 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016  
PAGES OR SHEETS COVERED BY THIS SEAL: this sheet only

**BENCHMARK**  
GRIMES BENCH MARK 67C-002  
BURY BOLT ON HYDRANT AT THE SE CORNER OF 1ST STREET & GATEWAY DRIVE.  
ELEVATION = 940.51

CUT '1' ON THE TRAFFIC SIGNAL BASE AT THE SOUTHEAST CORNER OF THE IOWA HIGHWAY #141 AND THE HIGHWAY #44 INTERCHANGE. ELEVATION = 912.44

- LEGEND**
- PROPERTY BOUNDARY
  - SECTION LINES
  - LOT LINES
  - CENTERLINE
  - EXISTING FENCE LINES
  - SAN 8" SANITARY SEWER & SIZE
  - ST 18" STORM SEWER & SIZE
  - WM 12" WATER MAIN & SIZE
  - UGE UNDERGROUND ELECTRIC CABLE
  - UGT UNDERGROUND TELEPHONE CABLE
  - 6" GAS MAIN & SIZE
  - MANHOLE
  - STORM INTAKE
  - ▲ FIRE HYDRANT
  - ▽ VALVE
  - ▴ FLARED END SECTION
  - FOUND SECTION CORNER
  - FOUND PROPERTY CORNER
  - SET PROPERTY CORNER (6" I.R. W/YELLOW CAP #17844 UNLESS OTHERWISE NOTED)
  - EXISTING FENCE POST
  - DEEDED DISTANCE
  - M. MEASURED DISTANCE
  - P. PREVIOUSLY RECORDED DISTANCE
  - I.R. IRON ROD
  - I.P. IRON PIPE
  - M.O.E. MINIMUM OPENING ELEVATION
  - B.S.L. BUILDING SETBACK LINE
  - P.O.B. POINT OF BEGINNING
  - ADDRESS
  - (TTT) EXISTING CONTOUR
  - PROPOSED CONTOUR
  - EXISTING TREELINE
  - LOT ACCESS

**LOCATION MAP - NO SCALE**

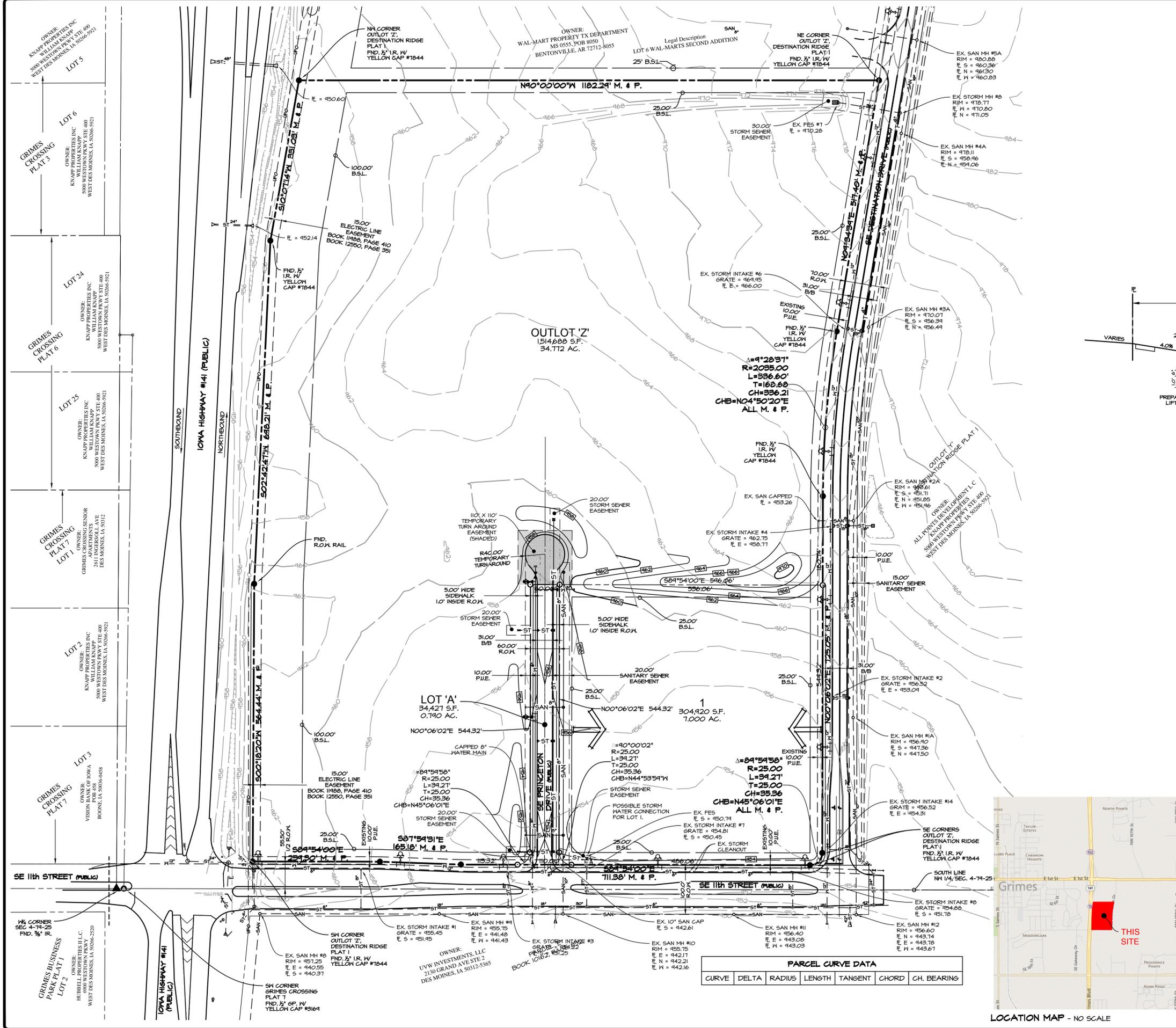
**SCALE: 1"=100'**

**NORTH**

**SHEET 1 OF 1**

**PARCEL CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
1	90°00'02"	R=25.00	L=34.21'	T=25.00	CH=35.36	CHB=N44°53'54"W
2	84°54'58"	R=25.00	L=34.21'	T=25.00	CH=35.36	CHB=N45°06'01"E
3	90°00'02"	R=25.00	L=34.21'	T=25.00	CH=35.36	CHB=N44°53'54"W
4	84°54'58"	R=25.00	L=34.21'	T=25.00	CH=35.36	CHB=N45°06'01"E



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

**CEC**

**DESTINATION RIDGE PLAT 3  
GRIMES, IA  
PRELIMINARY PLAT**

**E-1250**

May 28, 2015

**Jerry Oliver, PE PLS**

Civil Engineering Consultants, Inc  
2400 86<sup>th</sup> Street, Unit 12  
Des Moines, IA 50322

**Destination Ridge Plat 3 - Final Plat**

SE Princeton Drive Extension  
FOX Ref No: 8630-04C.234

Thank you for submitting your project for review. The City of Grimes is committed to assisting you with the completion of this project. FOX Engineering with assistance from David Schneider, PLS, has completed the second review of the Final Plat 3 for SE Princeton Drive Extension, dated May 27, 2015. Please note the following comments:

1. 166.09.09, the following shall also be attached to and accompany the Final Plat:
  - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
  - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
  - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
  - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
  - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
  - f. Please send FOX (John Gade – [jgade@foxeng.com](mailto:jgade@foxeng.com)) and the City Attorney (Erik Fisk - [Fisk@whitfieldlaw.com](mailto:Fisk@whitfieldlaw.com)) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
2. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city. The City Engineer shall review the cost estimates for all improvements to verify the bond amount. Note that the City will not accept the final plat until all improvements (this includes temporary and permanent seeding/stabilization) have been installed unless a performance bond or letter of credit is submitted to the City of Grimes (all Punchlist Items shall be addressed). Prior to the City releasing the resolution, all public improvements shall be completed and accepted by the City. All City invoices shall be paid prior to release of the final plat.
3. Discussion is necessary in regard to the need for a dedicated left turnlane as indicated in the preliminary plat review letters. This would affect the ROW width on SE Princeton Drive.
4. Parkland Dedication is not required.

- 
5. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
  6. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.
  7. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
    - a. Signed PDF
    - b. 1 Mylar - Signed
    - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
    - d. Filing - The Developer files the plat once the City releases the resolution.

**FINAL PLAT SCHEDULE:**

**PLANNING & ZONING:** June 2, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** June 9, 2015 at 5:30 at the Grimes City Hall

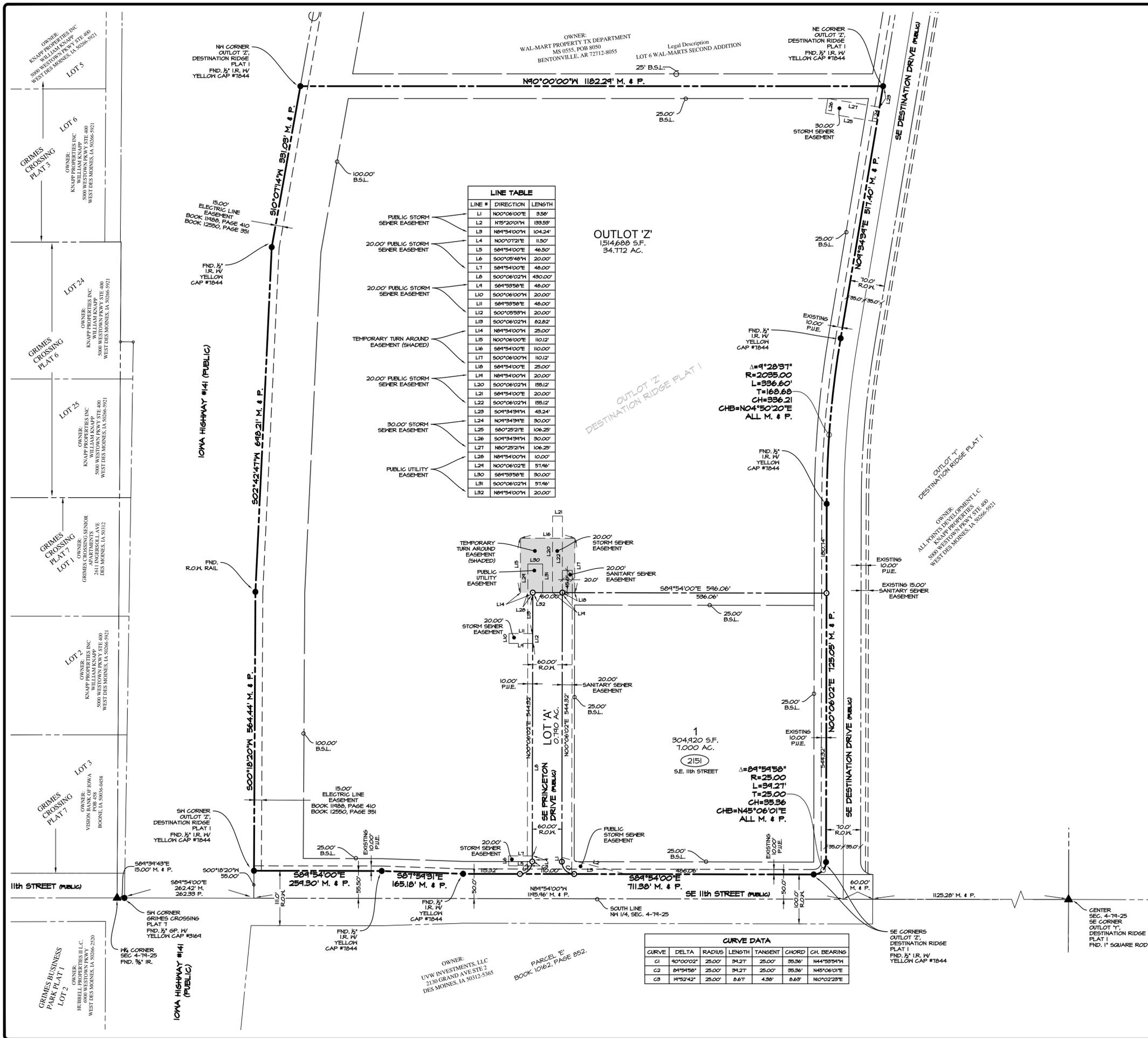
If you have any questions or concerns, please contact John Gade or myself at (515) 233-0000. The City reserves the right to modify or add to these comments.

FOX ENGINEERING ASSOCIATES, INC.

*John Gade, P.E.*

Mitch Holtz, P.E.

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



# FINAL PLAT DESTINATION RIDGE PLAT 3 GRIMES, IOWA

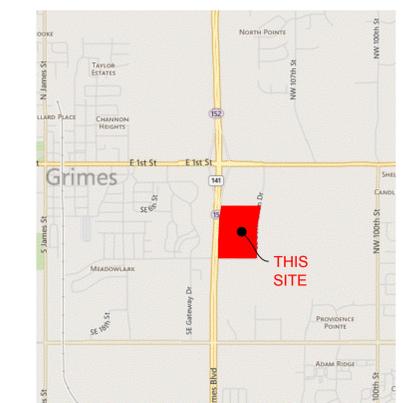
**OWNER/DEVELOPER**  
ALL POINTS DEVELOPMENT, L.L.C.  
5000 WESTOWN PARKWAY, SUITE 400  
WEST DES MOINES, IOWA 50266-6104  
CONTACT: ANNEE STAUDT  
515-222-4000  
Annee.Staudt@knappproperties.com

**LEGAL DESCRIPTION**  
OUTLOT 'Z', DESTINATION RIDGE PLAT 1, AN OFFICIAL PLAT, CITY OF GRIMES, POLK COUNTY, IOWA, RECORDED IN BOOK 12715, PAGE 967-974 AT THE POLK COUNTY RECORDER'S OFFICE, AND CONTAINS 42.569 ACRES MORE OR LESS.

**ZONING**  
OUTLOT 'Z' C-2 W/ ZONES 1 & 2 HIGHWAY MIXED USE DEVELOPMENT CORRIDOR DISTRICT RESTRICTIONS.  
LOT 1 C-2 W/ ZONE 2 HIGHWAY MIXED USE DEVELOPMENT CORRIDOR DISTRICT RESTRICTIONS.

**FLOOD ZONE**  
THIS SITE IS IN FLOOD ZONE "X" (AREA OUTSIDE THE 500-YEAR FLOOD PLAIN) ACCORDING TO THE FEMA FIRMS MAP COMMUNITY PANEL NO. 10401 0080 C, REVISED NOVEMBER 18, 1992.

**NOTES**  
1. ON-SITE DETENTION MUST BE PROVIDED ON THE INDIVIDUAL LOTS AT THE TIME OF THE SITE PLAN.  
2. DIRECT ACCESS TO IOWA HIGHWAY #141 IS NOT ALLOWED.  
3. LOT A TO BE DEEDED TO THE CITY OF GRIMES FOR STREET PURPOSES.  
4. LOT 1 SHALL PROVIDE FOR ON-SITE DETENTION FOR THE RESPECTIVE DEVELOPMENT. THE ALLOWABLE DISCHARGE RATE IS THE 5-YEAR UNDEVELOPED RUNOFF.



LOCATION MAP - NO SCALE

### CERTIFICATION

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JERRY P. OLIVER, IOWA REG. NO. 7844 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016  
PAGES OR SHEETS COVERED BY THIS SEAL: THIS SHEET ONLY

### LEGEND

- PLAT BOUNDARY
- LOT LINE
- EASEMENT LINE
- ▲ FOUND SECTION CORNER
- FOUND CORNER
- SET CORNER 1/4 5/8" I.R. W/YELLOW CAP #1844
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- P. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- ADDRESS
- ⊖ B.S.L. BUILDING SETBACK LINE
- N.R. NOT RADIAL
- M.O.E. MINIMUM OPENING ELEVATION

SCALE: 1"=100'



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

**CEC**

DATE:	REVISIONS	COMMENTS
MAY 27, 2015	1	
	2	
	3	
	4	
	5	JFO
	6	MEH

DATE OF SURVEY: JFO  
DESIGNED BY: JFO  
DRAWN BY: MEH

**DESTINATION RIDGE PLAT 3**  
GRIMES, IA

**FINAL PLAT**

SHEET 1 OF 1  
E-7250

May 28, 2015

**Doug Mandernach**

Civil Design Advantage  
3405 SE Crossroads Drive, Suite G  
Grimes, IA 50111

**Brooke Ridge Plat 2 – Final Plat**

FOX Ref No: 8630-12E.232

FOX Engineering with assistance from David Schneider, PLS, has completed the first review of the Final Plat for Brooke Ridge Plat 2. Please address the following comments:

1. If you have not done so, please submit a check for Final Plat Fees to the City of Grimes as per Chapter 166.13.
2. Please provide a note on the final plat clarifying that Street Lot 'A' and 'B' will be dedicated to the City of Grimes for public right of way.
3. 166.09.09, the following shall also be attached to and accompany the Final Plat:
  - a. A certificate by the owner that the subdivision is with their free consent and is in accordance with the desire of the owner. This certificate must be signed and acknowledged by the owner and spouse before some officer authorized to that the acknowledgement of deeds.
  - b. A statement from the mortgage holders or lien holders that the plat is prepared with their free consent and in accordance with their desire, signed and acknowledged before an officer authorized to take the acknowledgment of deeds.
  - c. An opinion by an attorney-at-law who has examined the abstract of title of the land being platted. The opinion shall state the names of the proprietors and holders of mortgages, liens or other encumbrances on the land being platted and shall note the encumbrances, along with any bonds securing the encumbrances.
  - d. A resolution and certificate for approval by the Council and signatures of the Mayor and Clerk.
  - e. A certificate of the County Treasurer that the land is free from certified taxes and certified special assessments and that the certified special assessments are secured by bond in compliance with Chapter 354 of the Code of Iowa.
  - f. Please send FOX (John Gade – [jgade@foxeng.com](mailto:jgade@foxeng.com)) and the City Attorney (Erik Fisk - [Fisk@whitfieldlaw.com](mailto:Fisk@whitfieldlaw.com)) a copy of all the proposed easement descriptions. Please DO NOT send original documents. A pdf of the documents via e-mail is the preferred method.
4. Prior to acceptance of the Final Plat the Developer should enter into a Developer's Agreement with the City of Grimes in regard to Parkland Dedication. Based on Grimes Code Chapter 159, 0.447 acres of public parkland is required for dedication.
5. Please provide a 4-year maintenance bond for all the pavement and utilities that will be dedicated to the city. The City Engineer shall review the cost estimates for all improvements to verify the bond amount. Note that the City will not accept the final plat until all improvements (this includes temporary and permanent seeding/stabilization) have been installed unless a performance bond or letter of credit is submitted to the City of Grimes (all Punchlist Items shall be addressed). Prior to the City releasing the resolution, all public improvements shall be completed and accepted by the City. All City invoices shall be paid prior to release of the final plat.

- 
6. Please DO NOT send original copies of the plats to the City of Grimes. The City does NOT require originals to be stamped. The approval of the plat is the signed resolution by City Council. Note that the signed resolution will not be given to the Developer until all items have been addressed.
  7. Once the Final Plat has been accepted by P&Z and Council, the City requires the following:
    - a. Signed PDF
    - b. 1 Mylar - Signed
    - c. Resolution - The City holds the resolution until all legals, comments, and subdivision punchlist have been addressed.
    - d. Filing - The Developer files the plat once the City releases the resolution.
  8. Please address all of Dave Schneider's comments. Note that Mr. Schneider has yet to comment on this plat. Comments will be forthcoming under separate cover.
  9. Please submit record drawings of the Construction Plans. These drawings shall be completed within 30 days of the acceptance of the Final Plat. These drawings shall include all public improvements. A digital copy of the Final Plat and Record Drawings is also required.

**FINAL PLAT SCHEDULE:**

**PLANNING & ZONING:** June 2, 2015 at 5:30 at the Grimes City Hall

**COUNCIL MEETING:** June 9, 2015 at 5:30 at the Grimes City Hall

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

FOX ENGINEERING ASSOCIATES, INC.

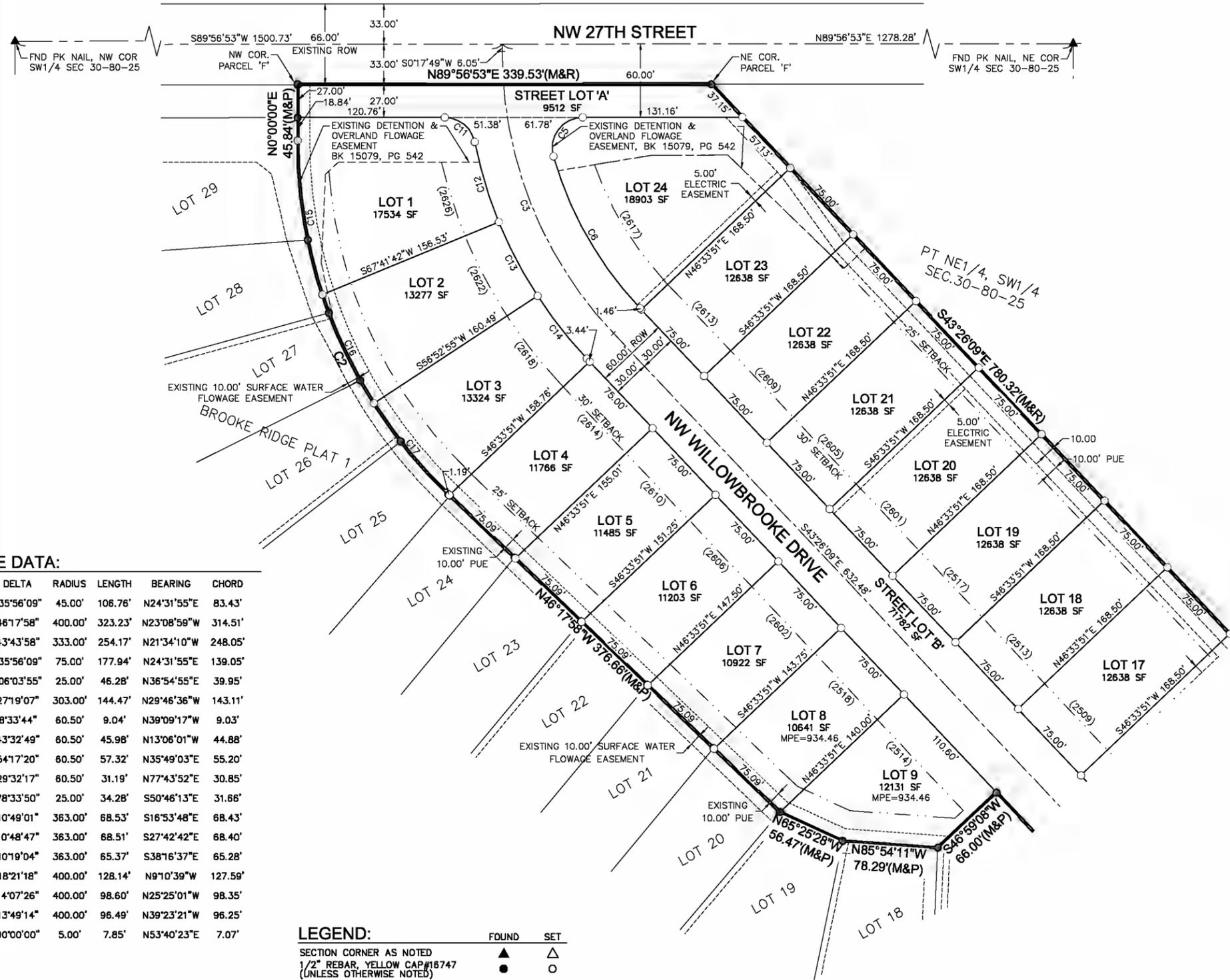
*Mitch Holtz*

Mitch Holtz, P.E.

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

# BROOKE RIDGE PLAT 2

## FINAL PLAT



**CURVE DATA:**

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	135°56'09"	45.00'	106.76'	N24°31'55"E	83.43'
C2	46°17'58"	400.00'	323.23'	N23°08'59"W	314.51'
C3	43°43'58"	333.00'	254.17'	N21°34'10"W	248.05'
C4	135°56'09"	75.00'	177.94'	N24°31'55"E	139.05'
C5	106°03'55"	25.00'	46.28'	N36°54'55"E	39.95'
C6	27°19'07"	303.00'	144.47'	N29°46'36"W	143.11'
C7	8°33'44"	60.50'	9.04'	N39°09'17"W	9.03'
C8	43°32'49"	60.50'	45.98'	N13°06'01"W	44.88'
C9	54°17'20"	60.50'	57.32'	N35°49'03"E	55.20'
C10	29°32'17"	60.50'	31.19'	N77°43'52"E	30.85'
C11	78°33'50"	25.00'	34.28'	S50°46'13"E	31.86'
C12	10°49'01"	363.00'	68.53'	S16°53'48"E	68.43'
C13	10°48'47"	363.00'	68.51'	S27°42'42"E	68.40'
C14	10°19'04"	363.00'	65.37'	S38°16'37"E	65.28'
C15	18°21'18"	400.00'	128.14'	N9°10'39"W	127.59'
C16	14°07'26"	400.00'	98.60'	N25°25'01"W	98.35'
C17	13°49'14"	400.00'	96.49'	N39°23'21"W	96.25'
C18	90°00'00"	5.00'	7.85'	N53°40'23"E	7.07'

**LEGEND:**

SECTION CORNER AS NOTED	FOUND	SET
1/2" REBAR, YELLOW CAP #16747 (UNLESS OTHERWISE NOTED)	▲	△
PLATTED BEARING & DISTANCE	●	○
MEASURED BEARING & DISTANCE	P	
RECORDED BEARING & DISTANCE	M	
DEEDED BEARING & DISTANCE	R	
MINIMUM PROTECTION ELEVATION	D	
PUBLIC UTILITY EASEMENT	MPE	
CENTERLINE	P.U.E.	
SECTION LINE	---	
EASEMENT LINE	----	

**NOTE**

INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.

**ENGINEER/SURVEYOR:**

CIVIL DESIGN ADVANTAGE  
3405 SE CROSSROADS DR, SUITE G  
GRIMES, IOWA 50111

**ZONING:**

R2-70 SINGLE AND TWO FAMILY  
DWELLING DISTRICT

**BULK REGULATIONS:**

R-2 70  
LOTS 1-3, 9-131, 19-24  
MIN. LOT WIDTH = 70'  
MIN. FRONT YARD = 30'  
MIN. REAR YARD = 25'  
MIN. SIDE YARD = 1-1/2 STORY 7'/14' TOTAL  
2 STORY 10'/20' TOTAL

R-2 70  
LOTS 4-B, 14-18  
MIN. LOT WIDTH = 70'  
MIN. FRONT YARD = 30'  
MIN. REAR YARD = 25'  
MIN. SIDE YARD = 1-1/2 STORY 7'/14' TOTAL  
2 STORY 8'/17' TOTAL

**PLAT DESCRIPTION:**

PARCEL 'F' OF THE PLAT OF SURVEY RECORDED IN BOOK 14684, PAGE 350 BEING A PART OF LOT 1 IN PEITZMAN'S SUBDIVISION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA.

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

**OWNER:**

BROOKE RIDGE HOLDINGS, LLC  
10888 HICKMAN ROAD STE 3-B  
CLIVE, IOWA 50325

**DEVELOPER:**

BROOKE RIDGE, LLC  
773 NE 47TH PLACE  
DES MOINES, IOWA 50313

**DATE OF SURVEY:**

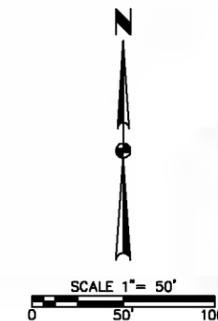
MARCH 12, 2013

**BENCHMARKS:**

FS0-002:  
BURY BOLT ON FH 300' WEST +/- OF THE SW CORNER OF NW 27TH ST. AND N. JAMES INTERSECTION. ELEVATION=934.82

FS0-004:  
BURY BOLT ON 100' +/- WEST OF EAST DRIVE TO MIDDLE SCHOOL AND NW 27TH ST. INTERSECTION. ELEVATION=936.85

FS0-005:  
BURY BOLT ON 100' +/- WEST OF WEST DRIVE TO MIDDLE SCHOOL AND NW 27TH ST. INTERSECTION. ELEVATION=939.79



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

**PRELIMINARY**

**NOT FOR CONSTRUCTION**

MICHAEL D. LEWIS, P.L.L.C.  
16747  
DATE \_\_\_\_\_

LICENSE RENEWAL DATE IS DECEMBER 31, 2016  
PAGES OR SHEETS COVERED BY THIS SEAL:  
THIS SHEET

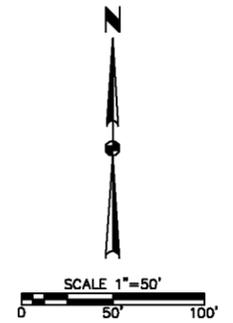
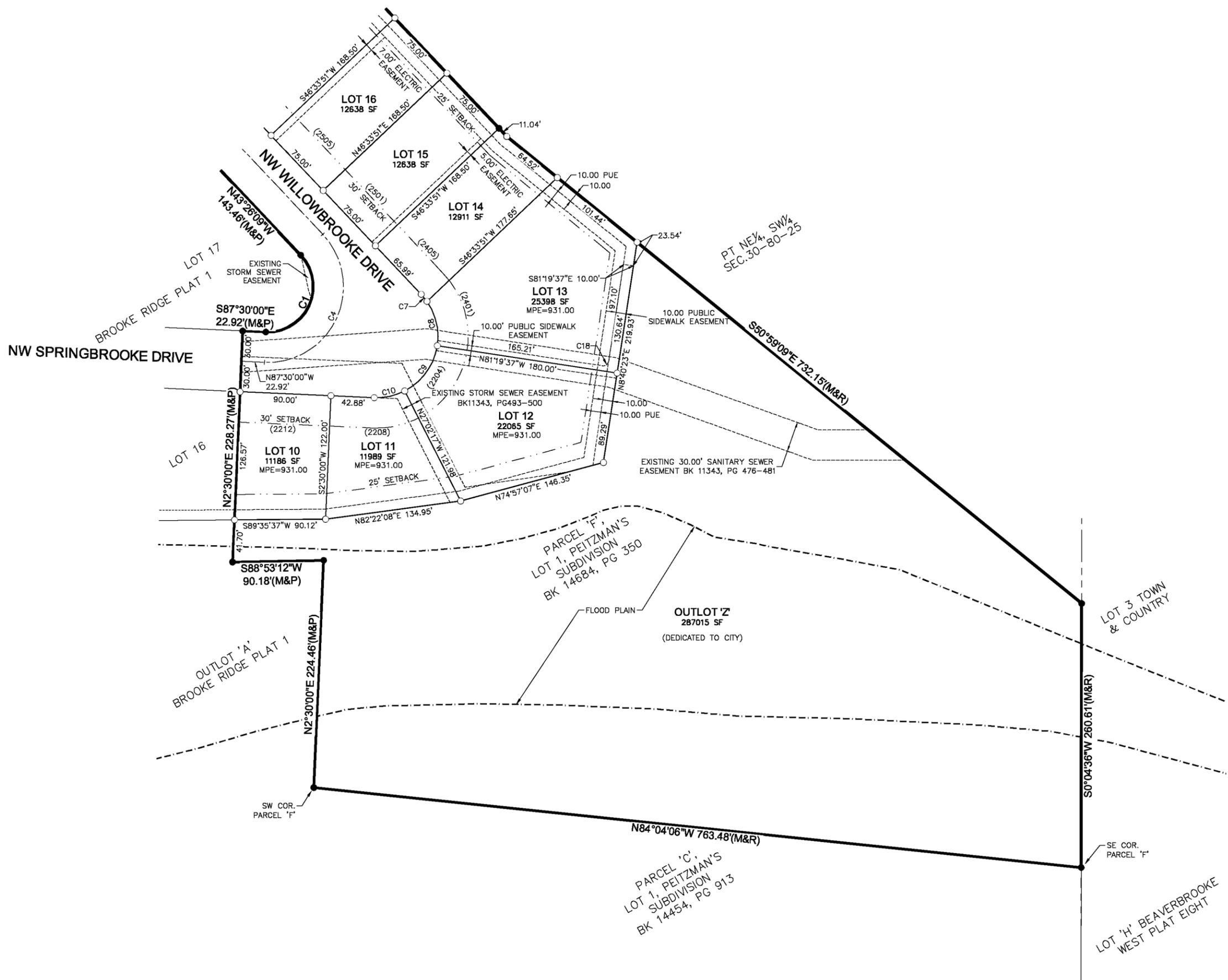
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410



**BROOKE RIDGE PLAT 2**  
**FINAL PLAT**

# BROOKE RIDGE PLAT 2

## FINAL PLAT



**LEGEND:**

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW CAP #16747 (UNLESS OTHERWISE NOTED)	●	○
PLATTED BEARING & DISTANCE	P	
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
MINIMUM PROTECTION ELEVATION	MPE	
PUBLIC UTILITY EASEMENT	P.U.E.	
CENTERLINE	---	
SECTION LINE	---	
EASEMENT LINE	---	

FILE: H:\2014\140207A\140207A-FINAL PLAT.DWG  
 DESIGNED: ENG  
 PLOTTED BY: 10/09 WANDERLICH  
 DATE: 9/17/2015 7:15 AM

REVISIONS	DATE	DESCRIPTION

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



GRIMES, IOWA

# BROOKE RIDGE PLAT 2

## FINAL PLAT



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

**ORDINANCE #646**

AN ORDINANCE TO AMEND THE GRIMES CODE OF ORDINANCES CHAPTER 108.06 TO PROVIDE FOR THE DECREASE IN THE CHARGE FOR THE COLLECTION OF RECYCLABLE MATERIALS FROM ~~\$2.65~~ TO \$2.59 EFFECTIVE JULY 01, ~~2014~~ 2015

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

SECTION 1. Purpose. The purpose of this ordinance is to amend the Code of Ordinances Chapter 208.06 to provide for the decrease in the charge for the collection of recyclable materials from \$2.65 to \$2.59

SECTION 2. Amendment.

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

C. The monthly charge shall be ~~\$2.65~~ to-\$2.59 effective July 01, ~~2014~~ 2015.

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

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

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

Passed by the Grimes City Council on June , 2015.

---

Rochelle Williams, City Clerk

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Thomas M. Armstrong, Mayor