



101 NE Hawey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes City Hall
101 NE Harvey Street
August 9, 2016 at 5:30 pm

Mayor Thomas M. Armstrong

**City Council: Jill Altringer, Eric Johansen, Jeremy Hamp
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 previous meeting
 - B. Hawkins Inc. \$2,852.00 (operational chemicals)
 - C. State Hygienic Lab \$3,327 testing
 - D. Physio Contract \$4,555.00 (fire department)
 - E. Iowa Interstate Railroad LTD \$50,000 (37th Street Paving project Special Assessment final payment)
 - F. Request for Block Party on NW 23rd Court
 - G. Central Iowa Mechanical \$2,580 (preventative maintenance as per contract)
 - H. Van Wall Equipment – \$3,983.90 (repairs to fork lift at water plant)
 - I. Casey’s General Store Alcohol License Renewal – Class C Beer Permit with Sunday Sales
 - J. Jetco Inc \$4,585.47 Install Mag Meters and Float Switch
 - K. Municipal Supply Inc. \$8,448.50 Water Meters
 - L. Mississippi Lime – \$3,589.50 lime for water plant



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- M. Carroll Construction Supply \$4,188,06 Washouts for concrete at construction site
- N. Farway Stores Alcohol License Renewal
- O. BRAVO of Greater Des Moines 28E Contribution \$10,947.00
- P. Resolution 08-0116 - 2016 Fiscal Year Street Finance Report
- Q. JT Concrete - replace ADA ramp and curb along 1st Street by Kum & Go \$3,265
- R. Harn R/O System \$2,500 (Phase 2 Report – Blended Feedwater Pilot Report July 2016)
- S. Pay Request #7 to Covenant Construction for the 2015 Grimes Parkland Improvements Project \$115,147.76
- T. Pay Request #4 to Concrete Technologies, Inc for Heritage at Grimes Plat 2 Phase 4 Division 1 \$296,053.07
- U. Pay Request #11 to Jensen Construction Company for the Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing \$65,002.80
- V. Vacation of Private Drainage Easement in Kennybrook South Plat 2
- W. IOOF Bids
- X. Tractor Bid
- Y. Fire Dept Trailer (sleeping quarters for 24 hour shifts)
 - a. Claims Report

5. Fire Department Report

6. Patrol Report

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

- A. 3420 SE Destination Site Plan
- B. Public Hearing on the SE 11th Street Extension
- C. Resolution 08-0116 Proposed Resolution of Necessity
- D. SE 11th Street Extension Approval of Plans & Specifications & Opinion of Cost and Consideration of Award of contract and Authorizing the approval of the contract documents and notice to proceed.

PUBLIC FORUM

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

COUNCIL ACTIONS

- A. 28 E Agreement - Intergovernmental Agreement Between the City of Grimes and the City of Urbandale for the Meredith Drive Paving Project
- B. Second Reading of Ordinance 657Hwy 141 Mixed Use Development Overlay District Revision



101 NE Hawley, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

COUNCIL DISCUSSIONS

1. Mayor's Report
2. City Attorney's Report
3. City Engineer's Report
4. City Staff's Report
5. Old Business
6. New Business

ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, July 12, 2016

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Armstrong on Tuesday, July 12, 2016 at 5:30 P.M. at the Grimes City Hall. The Pledge of Allegiance was led by Mayor Armstrong
Roll Call: Present: Altringer, Hamp, Johansen, Bickford Absent: Blackford

GENERAL AGENDA ITEMS.

Approval of the Agenda

Mayor Armstrong asked for the approval of the agenda

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

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

Approval of the Consent Agenda

A. Minutes from previous meeting B. Request for Block Party on NE 11/NE Frances Avenue C.AECOM \$8,453.65 (Grimes NW Transportation Corridor Feasibility Study D. Xenia Rural Water District \$3,848.25 (water usage in June) E. Baldwin Supply Company \$2,539.28 (gearbox for clarifier) F. Alcohol License Renewal for Krueger BP Class C Beer Permit with Sunday Sales G. Constructed Wetland Group \$14,000 (reed bed consulting services) H. Change Order 2 to Rice Lake Construction for the Water/Wastewater Improvements increasing contract \$22,138.68 I. Pay Request #2 to Rice Lake Construction \$55,247.63 for the Water/Wastewater Improvements J. Change Order #1 to Concrete Technologies for the Heritage at Grimes Plat Phase 4 Division I & Division II increasing contract \$11,167.95 (additional pavement removals along Hwy 141 K. Pay Request #3 to Concrete Technologies Inc for \$1,235,625.53 for the Heritage at Grimes Plat 2 Phase 4 Division I L. Change Order 5 for Jensen Construction Company increasing contract \$84,516.39 for the Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing (additional labor, materials and equipment necessary for excavation and erosion stone and granular backfill placement for retaining wall footings to replace unsuitable material) M. Pay Request #6 to Covenant Construction Services for \$137,431.41 2015 Grimes Parkland Improvements Project N. Change Order #5 to Covenant Construction Services increasing contract \$9,209.65 (modifications to footing design for concession stand due to unstable soils) O. Pay Request #10 to Jensen Construction Company - \$202,148.97 Heritage at Grimes Plat 2 Phase 2 Little Beaver Creek Tributary Crossing P. Utility Refund \$2,000 Q. Finance Report for June 2106 R. Claims Report in the amount of \$2,306,793.51 S. 2016-17 Request for Staff Increases for Park and Recreation T. The Northway Corporation \$27,928 (ASR Inspection) U. Utility Refunds V. Greater Des Moines Partnership Commitment \$3,000 W. Zeigler Inc. \$3,739.56 (contract)X. Premier Concrete – Development Agreement payment \$8,587.90 Y. SE 11th Street Extension Proposal \$4,850 (Professional Services) Z. Full Time Eligibility List for Fire and Rescue
Moved by Bickford, Seconded by Altringer; the Consent Agenda shall be approved.

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

Fire Department Report

Deputy Fire Chief Schipper updated the Council on the department for the month of June. He advised they were very busy with 105 calls which make them 103 calls ahead of last year. Deputy Schipper stated that with the new 28E Agreement with Johnston their reporting would change slightly causing both Cities to have one fire designation identification number. He added that the Lieutenant promotions had been done and one is assigned to each shift. Deputy Schipper also stated that the hiring process is under way with eligibility testing being completed. He stated that presently there are six applicants that have passed the testing process. Deputy Schipper stated that on July 1 there was a motorcycle and car accident that shut down parts of Hwy 141. He was happy to state that those that were injured are doing better. He added that on July 7th they responded to a fully engulfed garage fire and were able to knock it down in 12 minutes. Council Member Johansen asked what the percentage of EMS versus fire was. Deputy Chief Schipper stated they continue to be 60% EMS and 40% fire/accident calls. Council Member Altringer asked where we were at with hiring a new Fire Chief. Deputy

Chief Schipper stated that three applications have already been received and the posting closes on July 29, 2016. He added they are hopeful to have someone in place by mid-September.

Patrol Report

Polk County Deputy Ballinger was present to update the Council. He advised for the month of June there were 472 calls, 172 traffic stops for a total of 644 contacts. He stated there were no major traffic issues but did have several neighbor disputes. He stated they did respond to several reports of fireworks being set off but had no issues of anyone being hurt.

PUBLIC AGENDA

1. Gateway Townhomes Plat 3 Final Plat

Mayor Armstrong asked if anyone was here from Bishop Engineering representing the plat. City Engineer Mitch Holtz advised there was not and he would provide information on the plat. Holtz stated that this plan contains 39 units and is the final phase of the previously approve Gateway Townhomes. He added there were no changes from the original plan and anticipated hearing back from the developer regarding the proposed street names and addressing of the units. Holtz stated this will be a private street so the City will not be responsible for maintenance.

Moved by Bickford, Seconded by Hamp; the Gateway Townhomes Plat 3 Final Plat shall be approved subject to Fox Engineering letter dated June 29, 2016.

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

2. Public Hearing and First Reading of Ordinance 657Hwy 141 Mixed Use Development Overlay District Revision

Mayor Armstrong opened the Public Hearing at 5:45 pm. There being no oral or written communication the Hearing was closed at 5:46 pm.

City Engineer Holtz stated the revision of the Hwy 141 Ordinance which beefs up the landscaping requirements, screening and adds architectural requirements to help define what is required for architectural elements along Hwy 141. Council Member Hamp stated that Planning and Zoning Board supported these changes to this Ordinance.

Moved by Johansen, Seconded by Altringer; the First Reading of Ordinance 657 Hwy 141 Mixed Use Development Overlay District Revision shall be approved. Council Member Johansen stated he thought this was a good step forward in obtaining the look they are going for in the Hwy 141 area and thanked all those who worked on this Ordinance.

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

3. Follow Up Design Pictures for Hwy 141 Mixed Use Development Overlay and Consideration of Contract with RDG Planning and Design for a Visual Display

Mayor Armstrong stated this was a follow up to the presentation that was provided by RDG Planning and Design for architectural elements that the Council desires going forward. Mayor Armstrong stated that this also was to consider a contract with RDG to do a visual listening exercise that would put together a workbook to give developers to assist them in what the Council desires going forth for building designs. Mayor Armstrong stated that RDG had put together a contract in the amount of \$20,000 plus reimbursable in the amount of \$500 to put together this visual display with feedback from the Council. Moved by Council Member Altringer to accept the contract from RDG Planning and Design. Council Member Altringer stated that in the past the Hwy 141 Ordinance along with their input has been difficult for Developers to understand what the Council is looking for. She added this would give developers visual concepts on what the Council was looking for. Council Member Bickford stated that he had been frustrated previously that developers had met the Ordinance requirements but still were not getting the look the Council wanted and this would add clarity. Council Member Hamp stated he agreed this would aide developers to know what the Council was looking for. He added that he did struggle with the \$20,000 cost of this. Council Member Hamp stated that he thought the Council could do this on their own by going around the area and putting together their own book of what they liked

architecturally. Council Member Bickford stated he felt this would be putting together an amateur presentation as compared to a professional one. Mayor Armstrong reminded everyone that a motion had been made by Council Member Altringer to approve the contract. Council Member Bickford seconded the motion. Council Member Johansen stated he was torn on the issue. He felt something was needed but wondered what the City Engineer and City Administrator felt would assist the most. He added that we need to define through pictures what we are looking for but wondered if the RDG contract was more than needed. City Engineer Holtz stated that he felt that the new ordinance has brought us a long way in defining what the Council is looking for. Council Member Hamp stated that he still struggled with the financial commitment to the contract. He went on to state that he wondered if the scope of work was all necessary and wondered if we could negotiate the contract. He added this was RDG's first proposal to the City on the project. Council Member Hamp stated he was uncomfortable with the fee for the work.

City Administrator stated that she had a large notebook when they reviewed different architectural requirements that they looked at in the metro, the state and across the country. She asked that the Council give staff 30 days to put something together and at that point measure their progress and see if it meets the council's expectations and if not go back to look at RDG. She added that this contract would still be available. Council Member Altringer asked if we could possibly see what RDG has done for another City at that time and compare what the staff is able to put together. City Administrator Brown stated she would try to get that from RDG. Council Member Hamp stated he felt this was a good idea. The Council discussed further on how all this would work back with developers on a vision for what the Council is looking for in design. Council Member Altringer changed her motion to state that staff move forward with talking to RDG about the cost of the Visual Display and ask them if possibly some of the meetings may be redundant and see if we can get a better package deal. She added that she believes going with a professional may benefit the City long term. Council Member Bickford seconded this motion. City Administrator Brown clarified that the Council wanted the maximum amount not to exceed the standing offer made by RDG and try to negotiate and fine tune it down to allow staff to offer input potentially lowering the cost more. Council Member Hamp asked if this was worth the time and City Administrator Brown stated she thought it was. Council Member Hamp stated that he wanted it to be easier for staff in the long run.

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

PUBLIC FORUM

No one addressed the Council

COUNCIL ACTIONS

No

COUNCIL DISCUSSIONS

Mayors Report

Mayor Armstrong reminded everyone that the second meeting in July would not be held.

City Attorney Report

No Report

City Engineer Report

No Report

City Staff Report

Dave Sigler the Public Works Administrator advised that the new street signs were closer to being delivered.

Old Business

New Business

Recess Open Session at 6:15 pm.

Reconvene Open Session at 6:20 pm.

Resolution 07-0116 providing for Closed Session ref 21.5 1 (j) To discuss particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property.

Moved by Altringer, Seconded by Johansen; Resolution 07-0116 shall be approved.

Roll call. Ayes: all. Nays: none. Motion passes 4 to 0.

Council Member Blackford arrives during Closed Session.

Rise from Closed Session

Moved by Johansen, Seconded by Bickford; the City Council shall rise from Closed Session at 7:35 p. m.

Roll call. Ayes: all. Nays: none. Motion passes 5 to 0.

Reconvene Open Session

Moved by Johansen, Seconded by Bickford; to reconvene Open Session.

New Business – cont.

Moved by Hamp Seconded by Altringer; to direct City Administrator to moved forward as directed during Closed Session

Roll call. Ayes: all. Nays: none. Motion passes 4 to 0.

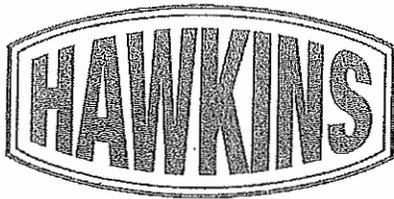
Adjourn Moved by Hamp; Seconded by Blackford; there being no further business, the meeting shall be adjourned at 8:00 p.m.

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

ATTEST:

Rochelle Williams, City Clerk

Tom Armstrong, Mayor



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

INVOICE

| | |
|-------------------------|------------|
| Total Invoice | \$2,852.00 |
| Invoice Number/Type | 3912083 RI |
| Invoice Date | 7/5/16 |
| Sales Order Number/Type | 2135458 SL |
| Branch Plant | 58073 |
| Shipment Number | 1987500 |

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

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

RECEIVED JUL 11

| | | | | | | |
|--------------|--------|-----------------|----------|----------------|--------------|---------------|
| Net Due Date | Terms | FOB Description | Ship Via | Customer P.O.# | P.O. Release | Sales Agent # |
| 8/4/16 | Net 30 | PPD Origin | HWTG | | | 073 |

| Line # | Item Number Cust Item # | Item Name/ Description | Tax | Qty Shipped | Trans UOM | Unit Price | Price UOM | Weight Net/Gross | Extended Price |
|--------|----------------------------|---------------------------|-----|----------------|--------------|---------------|--------------|---------------------|-------------------|
| 1.001 | 699913 | 150 Lb Chlorine Cylinder | N | 8.0000- | CY | \$0.0000 | RT | .0 LB | \$0.00 |
| | | CYL 3AA480 | | 8.0000- | RT | | | 800.0- GW | |

| | | | | | | | | | |
|-------|------|--------------------------------|---|-----------|----|----------|----|------------|----------|
| 2.000 | 4800 | Chlorine - EPA Reg. No. 7870-2 | N | 8.0000 | CY | \$0.5600 | LB | 1,200.0 LB | \$672.00 |
| | | 150 # CYL | | 1200.0000 | LB | | | 2,176.0 GW | |

Demurrage charges may be applied if not returned in 60 days.

| | | | | | | | | | |
|-------|--------|--------------------------|---|--------|----|----------|----|----------|--------|
| 2.001 | 699913 | 150 Lb Chlorine Cylinder | N | 8.0000 | CY | \$0.0000 | RT | .0 LB | \$0.00 |
| | | CYL 3AA480 | | 8.0000 | RT | | | 800.0 GW | |

| | | | | | | | | | |
|-------|-------|-----------------------------------|---|-----------|----|----------|----|------------|------------|
| 3.000 | 17002 | Sodium Hexametaphosphate Crush | N | 20.0000 | BG | \$2.1800 | LB | 1,000.0 LB | \$2,180.00 |
| | | 50 # BAG GROUND VITRAFOS CRUSH | | 1000.0000 | LB | | | 1,020.0 GW | |

Page 1 of 1

Tax Rate
0 %

Sales Tax
\$0.00

Invoice Total

\$2,852.00

No Discounts on Freight or Containers

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

Please
Remit To:

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

This contractor and subcontractor shall abide by the requirements of 41 CFR §660-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

P.O. No. _____

18179

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Hawkins Inc
Name

2381 Rosgate, Roseville, MN. 55113
Address

612-331-6910
Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|-----------|--------------|------------|---------|
| Chlorine | 1200.0000 lb | 0.5600 lb | 672.00 |
| Phosphate | 1000.00 lb | 2.1800 lb | 2180.00 |
| | | Total | 2852.00 |

PURCHASE JUSTIFICATION: Need to Process Water
600-5-810-6350.4

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: J. Waters DATE: 7-12-2016

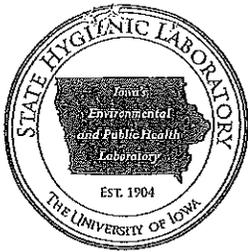
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk *KB*

7-12-16
Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy



Invoice#: 84384

| CREDIT CARD USING FOR PAYMENT | | | |
|-------------------------------------|--|-------------------|----------------------|
| <input type="checkbox"/> MasterCard | <input type="checkbox"/> VISA Visa | | CHECK#: |
| CREDIT CARD NUMBER: | | | CC BILLING ZIP CODE: |
| SIGNATURE | | | CARD EXPIRATION DATE |
| INVOICE DATE 06/30/2016 | INVOICE AMT: \$27.00 | CLIENT #: 9251 | |
| ENTER AMOUNT PAID \$ | | | |

00507
GRIMES CITY OF USW UTILITY GROUP
101 N HARVEY
GRIMES, IA 50111

PLEASE REMIT WITHIN 21 DAYS TO:
STATE HYGIENIC LABORATORY
PO BOX 310405
DES MOINES, IA 50331-0405

FOR PROPER CREDIT, PLEASE DETACH TOP OR INCLUDE INVOICE # AND AMOUNT WITH YOUR PAYMENT.

F.I.D. # 42-6004813
TEST PRICING INQUIRIES: (319) 335-4500
ACCOUNT RECEIVABLE INQUIRY: (800) 421-4692

RECEIVED JUL 1 2

INVOICE HISTORY

| DATE | INVOICE | CHARGES | PAYMENTS | ADJUSTMENTS | BALANCE |
|------------------|---------|------------|----------|-------------|------------|
| 06/30/2016 | 84384 | \$27.00 | \$0.00 | \$0.00 | \$27.00 |
| 05/31/2016 | 82732 | \$3,300.00 | \$0.00 | \$0.00 | \$3,300.00 |
| ACCOUNT BALANCE: | | | | | \$3,327.00 |

MESSAGES

Please note: Credit Card Payment can only be made via the completion of the top portion of this invoice and mailed to the remittance address. We can not take credit cards by phone. Thank you.
You may also contact us with questions via email at:
shl-receivable@uiowa.edu
As we are currently duplexing when printing invoices which are mailed, please be sure to turn pages over to find detailed information of current invoice. Thank you

| CURRENT | 1-60 DAYS | 61-90 DAYS | 91-120 DAYS | OVER 120 DAYS | ACCT BALANCE |
|---------|------------|------------|-------------|---------------|--------------|
| \$27.00 | \$3,300.00 | \$0.00 | \$0.00 | \$0.00 | \$3,327.00 |

| INVOICED TO | BILLING DATE | AMT. Owed or (Credit) | INVOICE# |
|---------------------------------------|--------------|-----------------------|----------|
| 9251 GRIMES CITY OF USW UTILITY GROUP | 06/30/2016 | \$27.00 | 84384 |

P.O. No. _____

18180

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier State Hygienic Laboratory
Name

P.O. Box 310405, Des Moines, IA 50331-0405
Address

500-421-4692
Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|-------------|-----|------------|----------|
| State Tests | 1 | 3,327.00 | 3,327.00 |

PURCHASE JUSTIFICATION: State Required Tests
600-5-810-6419

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

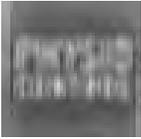
PURCHASE REQUESTED BY: J. Waters DATE: 7-12-2016
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk *eb*

7-12-16
Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Sean McAndrew
 GRIMES FD
 101 N HARVEY
 GRIMES, IA 50111
 (515) 986-7065
smcandrew83@gmail.com

Quote Number 00041619
 Revision # 1
 Created Date 6/3/2016
 Sales Consultant JeremyStevens
 402-214-7449
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30

Renewal of PB16G088

Coverage Period: 7/12/16 to 7/11/16
 Payable in Annual Installments
 Fax: 800-772-3340

Territory Code: WEMM59
 15% DISCOUNT ON ALL ELECTRODES
 15% DISCOUNT ON ACCESSORIES
 PO #:

Expiration Date 9/3/2016

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|---------------------|---|----------|------------|---------------|------------------|-------------|
| 50999-000120 | Zone4: (101 to 150Mi) or (162 to 242Km) | 1.00 | 394.00 | 0.00 | 394.00 | 394.00 |
| LP1000-OSPM-1 | LIFEPAK 1000 Service - 1 YEAR. On-site Preventative Maintenance. | 2.00 | 377.00 | 0.00 | 377.00 | 754.00 |
| LP15-OSPMSIRP-1-POS | LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. | 2.00 | 1,480.00 | -148.00 | 1,332.00 | 2,664.00 |
| LP500-OSPMLITH-1 | LIFEPAK 500 Service - 1 YEAR. On-site Preventative Maintenance w/ 1 lithium battery. Monophasic devices are not eligible. | 1.00 | 347.00 | 0.00 | 347.00 | 347.00 |
| LUCAS-OSPM-1 | LUCAS Service - 1 YEAR. On-site Preventative Maintenance. | 1.00 | 396.00 | 0.00 | 396.00 | 396.00 |

Subtotal USD 4,555.00
 Estimated Tax USD 0.00
 Estimated Shipping & Handling USD 0.00

Grand Total

USD 4,555.00

Pricing Summary Totals

List Price Total

USD 4,851.00

Total Contract Discounts Amount

USD -296.00

Total Discount

USD 0.00

Trade In Discounts

USD 0.00

Tax + S&H

USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 4,555.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.



CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

KELLY L BROWN

NAME

CITY ADMINISTRATOR, CITY OF BRUNSWICK

TITLE

7/18/10

DATE

Reference Number SC/02865201/97494

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order, expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft of acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, fire requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395yy(1)(j) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of health care items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at their current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner, and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

RECEIVED JUL 13

IOWA INTERSTATE RAILROAD, LTD

CC App 8-9-16

BILL NUMBER: 0716H00007

BILL DATE: 7/11/2016

BILL TYPE: IAIS RENT / LEASE

TO: CITY OF GRIMES
101 NE HARVEY STREET
GRIMES
IA 50111

** BILL DESCRIPTION **

PER AGREEMENT DATED MARCH 3, 2010

6TH INSTALLMENT OF SIX PAYMENTS FOR THE 37TH STREET PAVING PROJECT SPECIAL ASSESSMENT SECTION 1 (E) BETWEEN THE CITY OF GRIMES AND THE IOWA INTERSTATE RAILROAD.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT SCOTT AT 319-298-5436.

THANK YOU

TOTAL AMOUNT DUE 50,000.00
TERMS : NET 30

TO RECEIVE PROPER CREDIT, PLEASE MAIL YOUR CHECK TO:

IOWA INTERSTATE RAILROAD, LTD.
5900 SIXTH STREET SW
CEDAR RAPIDS, IA 52404-

110-210-6761 rw

Final payment

* Intial payment \$ 50,000
todate 5 payments of 50,000
this would be 6

Rochelle Williams

From: Ethan Kleckner <kleckners@msn.com>
Sent: Thursday, July 21, 2016 11:43 AM
To: Rochelle Williams
Subject: 23rd Ct Block Party

Hi Rochelle,

My cul-de-sac is having a block party the 20th of August and I was wondering if I could get permission from the city to partially block the street for that purpose. The street will be invited and neighbors informed prior to the event. Also, we have borrowed blockades from the city in the past and wanted to request them again.

Ethan Kleckner
212 NW 23rd Ct
Grimes

CENTRAL IOWA MECHANICAL

CIM

INVOICE

204 S.W. 2ND ST.
DES MOINES, IA 50309
515-243-8126

Phone: (515) 243-8126 Fax: () -

Date: 07/15/16 Inv. No.: 40511
Due Date: 07/25/16 Page No.: 1

GCC
Grimes Community Complex
Bret Barber
410 SE Main Street
Grimes IA 50111

Ship To/Remarks
Preventative Maintenance
June 2016

SHIP VIA FOB TERMS YOUR # OUR # SALES REP

Net 10 Days

M965-6

| DESCRIPTION | ORDERED | SHIPPED | UNIT PRICE | EXTENDED PRICE |
|-------------|--------------|-------------|---------------|----------------|
| ITEM NUMBER | UNIT MEASURE | BACKORDERED | ITEM DISCOUNT | |

Performed preventative maintenance,
as per contract.

2580.00

CC
App. 8-9-16

A CREDIT CARD FEE OF 3.25%
MAY BE ASSESSED.

| | |
|------------|---------|
| SUB TOTAL | 2580.00 |
| TAX | 0.00 |
| TOTAL | 2580.00 |
| NET TO PAY | |

2580.00

P.O. No. _____

18389 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Central IA Mechanical
Name _____

Address _____

Phone Number/Fax Number _____

| ITEMS | QTY | UNIT PRICE | TOTAL |
|--------------------------|-----|------------|----------|
| Preventative Maintenance | | | = \$2580 |
| per Contract | | | |

PURCHASE JUSTIFICATION: _____

DEPARTMENT: Parks + Rec

LINE ITEM: GCC Building

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: Ross Barber DATE: 7/20/16

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown _____ 7-22-16
Kelley L. Brown City Administrator/Clerk msh Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy



22728 141st Drive | Perry, IA 50220 | 515-465-5681 | vanwall.com

Remittance Address:
PO Box 575
Perry, IA 50220

Invoice To Account No: 10308

Deliver To:

SERVICE INVOICE

| | | |
|---|--|-------------------------------|
| CITY OF GRIMES 101 N HARVEY GRIMES IA 50111 | CITY OF GRIMES 101 N.E. HARVEY GRIMES IA 50111 | Invoice Number: 359279 |
| | | Invoice Date: 7/22/2016 |
| | | Location: 01 |
| | | Work Order Number: 74671 |
| | | Payment Type: Account |
| Bus Phone: 515-986-3036 | Bus Phone: 515-986-3036 | |
| Prv Phone: | Prv Phone: | Page: 2 of 2 |

| | | | | |
|-----------------|--------|----------------|--------|-----------|
| Make/Model: | Meter: | Serial Number: | Eq ID: | Fleet No: |
| JOHN DEERE 5200 | 2476 | LV5200E420146 | 15473W | |

| | | | | | | | | |
|--------------|---------------------|--|------|--------|--------|----------|---|--|
| Gen1- Retail | | | | | | | | |
| SERVCALL01 | SERVICE CALL-LOC 01 | | 1.00 | 125.00 | 125.00 | \$125.00 | N | |

OL&M Charges:

| Description | Value |
|-------------------|-----------|
| injection pump-01 | \$2272.63 |

| | | | | |
|-------------------|-----------------|------------------|----------------|-----------------------|
| Labor: \$1,154.48 | Parts: \$361.84 | OL&M: \$2,272.63 | Misc: \$125.00 | Sub-Total: \$3,913.95 |
|-------------------|-----------------|------------------|----------------|-----------------------|

Miscellaneous Charges:

| | |
|---|---------|
| Service Supplies & Environmental Disposal | \$59.95 |
| Diagnostic Technology | \$10.00 |

| | |
|-----------------|-------------|
| Customer PO No: | |
| Tax Exempt No: | X |
| Advisor: | JARED SHARR |

| | |
|---------------------|-------------------|
| Labor: | \$1,154.48 |
| Parts: | \$361.84 |
| OL&M: | \$2,272.63 |
| Misc: | \$194.95 |
| Sales Tax: | \$0.00 |
| Grand Total: | \$3,983.90 |

TERMS AND CONDITIONS

Van Wall Equipment assumes no responsibility for loss or damage by theft or fire to machines placed with us for storage, sale, repair, or while field testing.

Received by: Date:



22728 141st Drive | Perry, IA 50220 | 515-465-5681 | vanwall.com

Remittance Address:
PO Box 575
Perry, IA 50220

RECEIVED JUL 25

SERVICE INVOICE

Invoice To Account No: 10308

Deliver To:

| | | |
|---|--|-------------------------------|
| CITY OF GRIMES 101 N HARVEY GRIMES IA 50111 | CITY OF GRIMES 101 N.E. HARVEY GRIMES IA 50111 | Invoice Number: 359279 |
| | | Invoice Date: 7/22/2016 |
| | | Location: 01 |
| | | Work Order Number: 74671 |
| | | Payment Type: Account |
| Bus Phone: 515-986-3036 | Bus Phone: 515-986-3036 | |
| Prv Phone: | Prv Phone: | Page: 1 of 2 |

| | | | | |
|-----------------|--------|----------------|---------|-----------|
| Make/Model: | Meter: | Serial Number: | Eq ID: | Fleet No: |
| JOHN DEERE 5200 | 2476 | LV5200E420146 | 15473W. | |

Gen1- Retail

COMPLAINT:

- 1. SC won't start

CORRECTION:

Battery was dead. Put charger on battery but it was too far gone to crank engine fast enough to start. Customer went to pick up battery and I installed a new battery. Now had proper cranking speed. Tractor still would not start. Removed fuel filter, cleaned ports and housing. The fuel in the filter smelled like it had been contaminated with something. Primed system and had fuel to the injection pump. Cracked an output line from injection pump and had no fuel leaving injection pump. Removed fuel shut off solenoid and took out plunger. Tried to start again and was still getting no fuel out of pump. Failure in injection pump.

Removed injection pump to have sent to repair shop. Talked with customer and advised him that injectors would need replacing was well from the fuel contamination. Came back and removed hood, exhaust muffler and fuel lines. Removed injectors from head and installed new. Installed rebuilt injection pump and hooked up fuel lines. Installed muffler and flushed fuel from lines. Drained fuel from tank and flushed clean fuel through tank and then filled with clean fuel. Bled fuel system and started machine. Checked for leaks and installed hood.

****Your Service Technician was Zach Mutchler

Thank you-
We appreciate your business - Jared Sharr

| <u>Part Number</u> | <u>Description</u> | <u>Quantity</u> | <u>List Price</u> | <u>Net Price</u> | <u>Extended Price</u> | <u>Taxed Ind</u> |
|----------------------|--------------------|-----------------|-------------------|------------------|-----------------------|------------------|
| RE36935 | Injection Nozzle | 3.00 | 113.99 | 113.99 | \$341.97 | N |
| RE62418 | FUEL FILTE | 1.00 | 19.87 | 19.87 | \$19.87 | N |
| <u>Miscellaneous</u> | <u>Description</u> | <u>Quantity</u> | <u>List Price</u> | <u>Net Price</u> | <u>Extended Price</u> | <u>Taxed Ind</u> |

COPY



22728 141st Drive | Perry, IA 50220 | 515-465-5681 | vanwall.com

Remittance Address:
PO Box 575
Perry, IA 50220

RECEIVED JUL 25

Invoice To Account No: 10308

Deliver To:

SERVICE INVOICE

| | | |
|---|--|-------------------------------|
| CITY OF GRIMES 101 N HARVEY GRIMES IA 50111 | CITY OF GRIMES 101 N.E. HARVEY GRIMES IA 50111 | Invoice Number: 359279 |
| Bus Phone: 515-986-3036 | Bus Phone: 515-986-3036 | Invoice Date: 7/22/2016 |
| Prv Phone: | Prv Phone: | Location: 01 |
| | | Work Order Number: 74671 |
| | | Payment Type: Account |
| | | Page: 1 of 2 |

| | | | | |
|-----------------|--------|----------------|--------|-----------|
| Make/Model: | Meter: | Serial Number: | Eq ID: | Fleet No: |
| JOHN DEERE 5200 | 2476 | LV5200E420146 | 15473W | |

Gen1- Retail
COMPLAINT:
1. SC won't start

CORRECTION:

Battery was dead. Put charger on battery but it was too far gone to crank engine fast enough to start. Customer went to pick up battery and I installed a new battery. Now had proper cranking speed. Tractor still would not start. Removed fuel filter, cleaned ports and housing. The fuel in the filter smelled like it had been contaminated with something. Primed system and had fuel to the injection pump. Cracked an output line from injection pump and had no fuel leaving injection pump. Removed fuel shut off solenoid and took out plunger. Tried to start again and was still getting no fuel out of pump. Failure in injection pump.

Removed injection pump to have sent to repair shop. Talked with customer and advised him that injectors would need replacing was well from the fuel contamination. Came back and removed hood, exhaust muffler and fuel lines. Removed injectors from head and installed new. Installed rebuilt injection pump and hooked up fuel lines. Installed muffler and flushed fuel from lines. Drained fuel from tank and flushed clean fuel through tank and then filled with clean fuel. Bled fuel system and started machine. Checked for leaks and installed hood.

****Your Service Technician was Zach Mutchler

Thank you-
We appreciate your business - Jared Sharr

| Part Number | Description | Quantity | List Price | Net Price | Extended Price | Taxed Ind |
|---------------|------------------|----------|------------|-----------|----------------|-----------|
| RE36935 | Injection Nozzle | 3.00 | 113.99 | 113.99 | \$341.97 | N |
| RE62418 | FUEL FILTE | 1.00 | 19.87 | 19.87 | \$19.87 | N |
| Miscellaneous | Description | Quantity | List Price | Net Price | Extended Price | Taxed Ind |

600-5-810-6332

CC 8-9-14



22728 141st Drive | Perry, IA, 50220 | 515-465-5681 | vanwall.com

Remittance Address:
PO Box 575
Perry, IA 50220

Invoice To Account No: 10308

Deliver To:

SERVICE INVOICE

| | | |
|---|--|-------------------------------|
| CITY OF GRIMES 101 N HARVEY GRIMES IA 50111 | CITY OF GRIMES 101 N.E. HARVEY GRIMES IA 50111 | Invoice Number: 359279 |
| | | Invoice Date: 7/22/2016 |
| | | Location: 01 |
| | | Work Order Number: 74671 |
| Bus Phone: 515-986-3036 | Bus Phone: 515-986-3036 | Payment Type: Account |
| Prv Phone: | Prv Phone: | Page: 2 of 2 |

| | | | | |
|-----------------|--------|----------------|--------|-----------|
| Make/Model: | Meter: | Serial Number: | Eq ID: | Fleet No: |
| JOHN DEERE 5200 | 2476 | LV5200E420146 | 15473W | |

| | | | | | | | |
|--------------|---------------------|------|--------|--------|----------|---|--|
| Gen1- Retail | | | | | | | |
| SERVALL01 | SERVICE CALL-LOC 01 | 1.00 | 125.00 | 125.00 | \$125.00 | N | |

OL&M Charges:

| Description | Value |
|------------------------------|-----------|
| injection pump-01 | \$2272.63 |
| Labor: \$1,154.48 | |
| Parts: \$361.84 | |
| OL&M: \$2,272.63 | |
| Misc: \$125.00 | |
| Sub-Total: \$3,913.95 | |

Miscellaneous Charges:

| | |
|---|---------|
| Service Supplies & Environmental Disposal | \$59.95 |
| Diagnostic Technology | \$10.00 |

| | |
|----------------------|--|
| Customer PO No: | |
| Tax Exempt No: X | |
| Advisor: JARED SHARR | |

| | |
|---------------------|-------------------|
| Labor: | \$1,154.48 |
| Parts: | \$361.84 |
| OL&M: | \$2,272.63 |
| Misc: | \$194.95 |
| Sales Tax: | \$0.00 |
| Grand Total: | \$3,983.90 |

TERMS AND CONDITIONS

Van Wall Equipment assumes no responsibility for loss or damage by theft or fire to machines placed with us for storage, sale, repair, or while field testing.

Received by: Date:



State of Iowa
**ALCOHOLIC
 BEVERAGES DIVISION**
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- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Local Endorse
- » History

Privileges **BC0015041, Casey's General Store #2520, Grimes**

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

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

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

PRIVILEGES:

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

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Contact Us

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

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Applicant License **BC0015041, Casey's General Store #2520, Grimes**

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

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

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

License Status: Submitted to Local Authority

Original issue date of license: MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: MM/DD/YYYY

License expiration date: MM/DD/YYYY

Number of days notice:

70 day notice:

Cancel date: MM/DD/YYYY

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Contact Us

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

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- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Local Endorse
- > History

Applicant BC0015041, Casey's General Store #2520, Grimes

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

Corporation Name/Sole Proprietor Name/Partnership Name(s): (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2:

City:

County:

Zip:

Business Phone: Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2:

City: State:

Zip:

Contact Name:

Phone: Email Address:

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

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ALCOHOLIC
BEVERAGES DIVISION

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|------|----------------|--------------|---------------------|-------------------------|--------------|--------|

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

Criminal History BC0015041, Casey's General Store #2520, Grimes

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

| | |
|-----------------------------------|--|
| <input type="text" value="No"/> | Since this license was last issued, has anyone listed in the ownership screen been convicted of a felony offense in Iowa or any other state of the United States? If yes, list on the next (Violations) screen. |
| <input type="text" value="No"/> | Since the license was last issued, have any of the owners listed in the ownership screen been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If yes, list violations on the next (Violations) screen. |
| <input type="text" value="None"/> | If no arrests, indictments, summons or convictions are applicable since the license was last issued, select 'NONE'. |

Prev

Next

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Contact Us

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

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Privacy Policy

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Alcoholic Beverages Division. All Rights Reserved.

JETCO, INC.

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 7/11/2016 | 12878 |

| |
|--|
| Bill To |
| CITY OF GRIMES CITY HALL 101 NE HARVEY St. GRIMES, IA 50111 |

| |
|---------|
| Ship To |
| WTP |

| | | | | | | |
|-------------|--------|-----|----------|----------|---------|---------------------------------|
| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
| | Net 30 | | 7/6/2016 | BEST WAY | ALTOONA | 8773-CS Install Meters and S... |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|------------------|-------------------------------------|------------|----------|
| 42.5 | CONTROL SERVI... | Install Mag Meters and Float switch | 100.00 | 4,250.00 |
| 110 | MILEAGE RATE/... | Service labor | 0.65 | 71.50 |
| 1 | CONTROLS SER... | Mileage | 263.97 | 263.97 |
| | | Materials per report | | |
| | | See attached Report | | |
| | | 600-5-810-6310 | | |
| | | CC 8-9-16 | | |

Total \$4,585.47

P.O. No. _____

18295

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Jetco, Inc

Name

208 1st Ave. South, Altoona, IA. 50009

Address

Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|---------------------------|----------|-----------------|-----------------|
| <u>Install Mag Meters</u> | <u>1</u> | <u>4,585.47</u> | <u>4,585.47</u> |

PURCHASE JUSTIFICATION: 600-5-810-6310 - Flow Meters

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Wood DATE: 7-27-2016

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 7-28-16
Kelley L. Brown City Administrator/Clerk (cc) Date

CC 8-9-16
Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

Invoice



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: 0629349-IN

INVOICE DATE: 7/25/2016

ORDER NUMBER:

ORDER DATE:

SHIP DATE: 7/21/2016

SALESPERSON: C. ALAN BURNHAM

CUSTOMER NO: 10-GRIMES

RECEIVED JUL 27

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. NICK | JOB NAME | SHIP VIA AL | TERMS NET 30 DAYS | ITEM NO. | UNIT | ORDERED | SHIPPED | BACK ORD | PRICE | AMOUNT |
|--------------------|----------|-------------|-------------------|---|------|---------|---------|----------|---------|----------|
| | | | | I2S5GMXX 3/4S 100G IPERL MTR SM 25' 3W | EACH | 48.00 | 48.00 | 0.00 | 116.000 | 5,568.00 |
| | | | | I4S5GLXX 1" IPERL 1000G MTR SM 25' 3W | EACH | 12.00 | 12.00 | 0.00 | 196.000 | 2,352.00 |
| | | | | C38-232.5NL 5/8"NL X 3/4", 3/4" MTR CPLG | EACH | 25.00 | 25.00 | 0.00 | 11.000 | 275.00 |
| | | | | C38-442.625NL 1" NL METER CPLG 2 5/8" LONG | EACH | 15.00 | 15.00 | 0.00 | 16.900 | 253.50 |

ORDER# 485717

600-5-810-6350 3

CC 8-9-16

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: 8,448.50

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 8,448.50

P.O. No. _____

18299 ✓

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 Inc
Name

1550 N.E 51st Avenue, Des Moines, IA. 50313
Address

515-262-1300 / 515-262-6662
Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|---------------------------------------|-----|------------|-----------------------|
| 3/4" Meter | 48 | 116.00 | 5,568.00 |
| 1" Meter | 12 | 196.00 | 2,352.00 |
| 5/8" Coupling | 25 | 11.00 | 275.00 |
| 1" Coupling | 15 | 16.90 | 253.50 |
| PURCHASE JUSTIFICATION: <u>Meters</u> | | | Total <u>8,448.50</u> |

600-5-810-6350.3

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

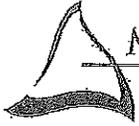
PURCHASE REQUESTED BY: A. Wood DATE: 7-28-2016
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown _____
Kelley L. Brown City Administrator/Clerk (cc) _____
Date 7-28-16

8-9-16

Council Approval date: (if over \$2500)

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MISSISSIPPI®
LIME

MISSISSIPPI LIME COMPANY

Phone: 800-437-5463
314-543-6300
Fax: 314-543-6570

Discovering what's possible with calcium

P.O. Box 840033
Kansas City, MO 64184-0033

Invoice Number: 1272605

Terms: NET 15 DAYS

Date: 07/27/2016

Bill To 83302 GRIMES IA CITY OF
101 NORTH HARVEY STR
GRIMES, IA 50111 USA

Ship To 83303 GRIMES IA CITY OF
1801 N JAMES ST
GRIMES, IA 50111 US

| Shipment Date | Product Number | Product Description | Quantity UOM | Unit Price | Amount |
|---------------|----------------|--------------------------------|--------------|------------|------------|
| 07/27/2016 | 247 | GRAN STANDARD QUICKLIME~ - CaO | 23.930 TN | \$150.00 | \$3,589.50 |

Bill of Lading: VIA: TRUCK FOB: STE GENEVIEVE, MO

Order #: 592405-1

Customer PO: VERBAL JEFF

Carrier: RUAN LOGIS

Trailer No: R96169

Freight Terms: COLLECT

Net Weight: 47,860.000

Subtotal: \$3,589.50
Total Tax : \$0.00

Total Amount Due: \$3,589.50

Note: Pricing includes palletizing and stretch wrapping where applicable.

600-5-810-6350.4

CC 8-9-16

P.O. No. _____

18301 ✓

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Mississippi Lime Company
Name

P.O. Box 840033, Kansas City, MO. 64184-0033
Address

800-437-5463/314-543-6570
Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|-------------|------------------|---------------|-----------------|
| <u>Lime</u> | <u>23.930-TN</u> | <u>150.00</u> | <u>3,589.50</u> |

PURCHASE JUSTIFICATION: Needed to process water

600-5-810-6350.4

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Wood DATE: 7-28-2016

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown _____ 7-28-16
Kelley L. Brown City Administrator/Clerk  Date

CC 8-9-16
Council Approval date: (if over \$2500)

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P.O. No. _____

18383

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Carroll Supply
Name

4529 NE 7th Des Moines IA 50313
Address

Phone Number/Fax Number _____

| ITEMS | QTY | UNIT PRICE | TOTAL |
|----------|-----|------------|---------|
| Washouts | 60 | 69.8.01 | 4188.86 |

PURCHASE JUSTIFICATION: Washouts supplied at construction sites for concrete washout

DEPARTMENT: Building Dept

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: David S. Lee DATE: 7-28-16

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown
Kelley L. Brown City Administrator/Clerk @

7-29-16
Date

8-9-16
Council Approval date: (if over \$2500)

- Purchaser's Copy
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- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Bond Cert
- » Local Endorse
- » History

Applicant License LE0001567, Fareway Stores, Inc. #983, Grimes

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

| | |
|---|---|
| <p>LENGTH OF LICENSE REQUESTED: (Choose one of the following):</p> <p><input checked="" type="radio"/> 12 month</p> <p><input type="radio"/> 8 month</p> <p><input type="radio"/> 6 month</p> <p><input type="radio"/> 14 day</p> <p><input type="radio"/> 5 day</p> | <p>License Status: Submitted to Local Authority</p> <p>Original issue date of license: <input type="text" value="09/23/2009"/> MM/DD/YYYY</p> <p>Issue date of current license: <input type="text"/> MM/DD/YYYY</p> <p>License effective date: <input type="text" value="10/01/2016"/> MM/DD/YYYY</p> <p>License expiration date: <input type="text" value="09/30/2017"/> MM/DD/YYYY</p> <p>Number of days notice: <input type="text" value="0"/></p> <p>70 day notice: <input type="text" value="0"/></p> <p>Cancel date: <input type="text"/> MM/DD/YYYY</p> |
|---|---|

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Next

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Contact Us

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

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ALCOHOLIC
BEVERAGES DIVISION

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| | | | | | | |
|------|----------------|--------------|---------------------|-------------------------|--------------|--------|
| Help | License Search | License List | On-Demand Reporting | Keg Registration Search | User Profile | Logoff |
|------|----------------|--------------|---------------------|-------------------------|--------------|--------|

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

Privileges LE0001567, Fareway Stores, Inc. #983, Grimes

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

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

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

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

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

- Terms and Conditions
- Privacy Policy

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

Ownership **LE0001567, Fareway Stores, Inc. #983, Grimes**

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

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

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

Owners:

| Name | Address | Percentage | |
|---|--|------------|------|
| Fred E Vitt Trust | Box 246, Boone, IA, 50036 | 10.85 % | View |
| Frederick Greiner | 622 Brookridge Drive, Boone, IA, 50036 | 0.00 % | View |
| Paul S Beckwith Trust | 2300 E 8th Street, Boone, IA, 50036 | 55.78 % | View |
| Various Individuals & Trust each holding less than 5% | 123 Unknown Street, Unknown, IA, 55555 | 33.37 % | View |

1

| | | | |
|--|--|---|--|
| First Name: <input style="width: 150px;" type="text"/> | | Last Name: <input style="width: 150px;" type="text"/> | |
| Address: <input style="width: 95%; height: 20px;" type="text"/> | | | |
| Address Line 2: <input style="width: 95%; height: 20px;" type="text"/> | | | |
| City: <input style="width: 100px;" type="text"/> | | State: <input type="text" value="Please Select"/> | |
| Zip: <input style="width: 60px;" type="text"/> | | | |
| Position: <input style="width: 150px;" type="text"/> | | SS#: <input style="width: 80px;" type="text"/> | U.S. Citizen: <input type="text" value="Please Select"/> |
| Date of Birth: <input style="width: 100px;" type="text"/> <small>MM/DD/YYYY</small> | | % of Ownership: <input style="width: 80px;" type="text"/> | |
| <input type="button" value="Add"/> | | | |

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

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

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28E Annual Contribution

Bravo Greater Des Moines
1011 Locust St., Suite 309
Des Moines, IA 50309
www.bravogreaterdesmoines.org
515.243.0388

JULY 27, 2016

TO: City of Grimes
Attn: Kelley Brown, City Administrator
101 NE Harvey St.
Grimes, Iowa 50111

| DESCRIPTION | LINE TOTAL |
|--|-------------|
| 28E Agreement Annual Contribution to Bravo Greater Des Moines FY16: July 1, 2015 – June 30, 2016 (Or 2/7ths of total hotel-motel tax if greater) | \$10,947.00 |
| SUBTOTAL | \$10,947.00 |
| SALES TAX | none |
| TOTAL | \$10,947.00 |

Make checks payable to Bravo Greater Des Moines
THANK YOU FOR YOUR SUPPORT!



101 North Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

RESOLUTION NO. 08-0116

WHEREAS, The City Council of the City of Grimes, Iowa, upon final Review of the Iowa Department of Transportation for STREETS AND PARKING, has approved this report as its official 2016 FISCAL YEAR STREET FINANCE REPORT.

Considered by the City Council of the City of Grimes, Iowa on this 9th day of August, 2016

Moved by _____, seconded by _____; Resolution 08-0116 Shall now pass.

Ayes:

Nays:

Resolution passes to .

Thomas M. Armstrong, Mayor

Date

Attest:

Rochelle Williams, City Clerk

Date

City Street Financial Report

| |
|-------------------|
| Report Generated |
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| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Cover Sheet

Now therefore let it be resolved that the city council GRIMES, Iowa
 (City Name)

On _____ did hereby approve and adopt the annual
 (month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016
 (Year) (Year)

Contact Information

| Name | E-mail Address | Street Address | City | ZIP Code |
|-----------------------|--------------------------|----------------|--------------------|------------|
| Kelley Brown | Kelbrown@ci.grimes.ia.us | 101 N Harvey | Grimes | 50111-0000 |
| Hours | Phone | Extension | Phone(Alternative) | |
| 9:00 a.m. - 5:00 p.m. | 515-986-3036 | | 515-577-7252 | |

Preparer Information

| Name | E-mail Address | Phone | Extension |
|--------------|--------------------------|--------------|-----------|
| Kelley Brown | kelbrown@ci.grimes.ia.us | 515-986-3036 | |

Mayor Information

| Name | E-mail Address | Street Address | City | ZIP Code |
|---------------|----------------------------|----------------|--------|------------|
| Tom Armstrong | tarmstrong@ci.grimes.ia.us | 50111-0000 | Grimes | 50111-0000 |
| Phone | Extension | | | |
| 515-986-3036 | | | | |

Resolution Number _____

 Signature Mayor

 Signature City Clerk

City Street Financial Report

| |
|-------------------|
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| City Name |
| GRIMES |
| City Number |
| 3125 |

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Steeet Street Debt Totals
 Tax Fund Monies

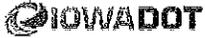
Column 1 Column 2 Column 3 Column 4
 Road use Other Steeet Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

Round Figures to Nearest Dollars

| A. BEGINNING BALANCE | | | | |
|---|--------------------|--------------------|--------------------|---------------------|
| | Column 1 | Column 2 | Column 3 | Column 4 |
| 1. July 1 Balance | \$487,153 | \$5,254,668 | \$0 | \$5,741,821 |
| 2. Adjustments (Note on Explanation Sheet) | \$0 | \$0 | \$0 | \$0 |
| 3. Adjusted Balance | \$487,153 | \$5,254,668 | \$0 | \$5,741,821 |
| B. REVENUES | | | | |
| 1. Road Use Tax | \$1,197,842 | | | \$1,197,842 |
| 2. Property Taxes | | \$1,099,411 | \$2,085,330 | \$3,184,741 |
| 3. Special Assessments | | \$0 | \$0 | \$0 |
| 4. Miscellaneous | | \$422,927 | \$0 | \$422,927 |
| 5. Proceeds from Bonds, Notes, and Loans | | \$0 | \$0 | \$0 |
| 6. Interest Earned | | \$0 | \$0 | \$0 |
| 7. Total Revenues (Lines B1 thru B6) | \$1,197,842 | \$1,522,338 | \$2,085,330 | \$4,805,510 |
| C. Total Funds Available (Line A3 + Line B7) | \$1,684,995 | \$6,777,006 | \$2,085,330 | \$10,547,331 |

| EXPENSES | | | | |
|--|-------------|-------------|-------------|--------------|
| | Column 1 | Column 2 | Column 3 | Column 4 |
| D. Maintenance | | | | |
| 1. RoadWay Maintenance | \$324,133 | \$1,011,021 | \$0 | \$1,335,154 |
| 2. Snow and Ice Removal | \$129,412 | \$76,958 | \$0 | \$206,370 |
| E. Construction, Reconstruction and Improvements | | | | |
| 1. Engineering | \$0 | \$0 | \$0 | \$0 |
| 2. Right of Way Purchased | \$0 | \$0 | \$0 | \$0 |
| 3. Street/Bridge Construction | \$200,000 | \$2,967,212 | \$0 | \$3,167,212 |
| 4. Traffic Services | \$0 | \$0 | \$0 | \$0 |
| F. Administration | \$0 | \$0 | \$0 | \$0 |
| G. Equipment | \$139,929 | \$11,432 | \$0 | \$151,361 |
| H. Miscellaneous | | \$0 | \$0 | \$0 |
| J. street Debt | | | | |
| 1. Bonds, Notes and Loans -Principal Paid | \$0 | \$0 | \$1,441,400 | \$1,441,400 |
| 2. Bonds, Notes and Loans - Interest Paid | \$0 | \$0 | \$643,930 | \$643,930 |
| TOTALS | | | | |
| K. Total Expenses (Lines D thru J) | \$793,474 | \$4,066,623 | \$2,085,330 | \$6,945,427 |
| L. Ending Balance (Line C-K) | \$891,521 | \$2,710,383 | \$0 | \$3,601,904 |
| M. Total Funds Accounted For (K + L = C) | \$1,684,995 | \$6,777,006 | \$2,085,330 | \$10,547,331 |



Form 517007 (5-2016)
Office of Local Systems
Ames, IA 50010

City Street Financial Report

| |
|-------------------|
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| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Miscellaneous Revenues and Expenses Sheet

| Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions) | Column 2 Other Street Monies | Column 3 Street Debt |
|--|---------------------------------|-------------------------|
| 124---Iowa DOT | \$107,734.00 | \$0.00 |
| 122---RISE Funds | \$120,672.00 | \$0.00 |
| 170---Reimbursements (misc.) | \$194,521.00 | \$0.00 |
| Line B4 Totals | \$422,927.00 | \$0.00 |

| Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions) | Column 2 Other Street Monies | Column 3 Street Debt |
|--|---------------------------------|-------------------------|
| Line H Totals | | |

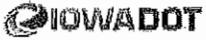
City Street Financial Report

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|-------------|
| City Name |
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| City Number |
| 3125 |

Bonds, Notes and Loans Sheet

| New Bond ? | Debt Type | Debt Purpose | DOT Use Only | Issue Date | Issue Amount | % Related to Street | Year Due | Principal Balance as of 7/1 | Total Principal Paid | Total Interest Paid | Principal Roads | Interest Roads | Principal Balance as of 6/30 |
|--------------------------|--------------------|---------------------|--------------|------------|--------------|---------------------|----------|-----------------------------|----------------------|---------------------|-----------------|----------------|------------------------------|
| <input type="checkbox"/> | General Obligation | Street Improvements | 102 | 01/01/2003 | \$1,114,127 | 100 | 2018 | \$275,755 | \$90,515 | \$5,473 | \$90,515 | \$5,473 | \$185,240 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 103 | 08/01/2007 | \$4,485,937 | 100 | 2022 | \$2,433,800 | \$305,300 | \$98,823 | \$305,300 | \$98,823 | \$2,128,500 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 104 | 11/01/2009 | \$7,461,706 | 100 | 2024 | \$5,072,700 | \$484,700 | \$255,755 | \$484,700 | \$255,755 | \$4,588,000 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 105 | 12/03/2012 | \$5,514,000 | 100 | 2032 | \$5,077,502 | \$252,725 | \$107,092 | \$252,725 | \$107,092 | \$4,824,777 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 106 | 06/25/2015 | \$6,582,736 | 100 | 2035 | \$6,582,736 | \$228,160 | \$171,141 | \$228,160 | \$171,141 | \$6,354,576 |
| <input type="checkbox"/> | General Obligation | Equipment | 403 | 07/01/2015 | \$320,000 | 100 | 2018 | \$240,000 | \$80,000 | \$5,646 | \$80,000 | \$5,646 | \$160,000 |
| New Bond Totals | | | | | \$0 | \$0 | Totals | \$19,682,493 | \$1,441,400 | \$643,930 | \$1,441,400 | \$643,930 | \$18,241,093 |



Form 517007 {5-2016}
Office of Local Systems
Ames, IA 50010

| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

City Street Financial Report

| |
|-------------------|
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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

| | | | | |
|-------------------|-------------------|-----------------|--------------------|---|
| 1. Project Number | 2. Estimated Cost | 3. Project Type | 4. Public Letting? | 5. Location/Project Description (limits, length, size of structure) |
|-------------------|-------------------|-----------------|--------------------|---|

Project Final Costs Sheet (Section B)

| | | | | | | | | |
|-------------------|--------------------|-------------------|-------------------------|----------|---------------|---------------|--------------|-----------|
| 1. Project Number | 6. Contractor Name | 7. Contract Price | 8. Additions/Deductions | 9. Labor | 10. Equipment | 11. Materials | 12. Overhead | 13. Total |
|-------------------|--------------------|-------------------|-------------------------|----------|---------------|---------------|--------------|-----------|

City Street Financial Report

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| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------------|---------------------|---|------------------------|---------------------|-------|----------------------|-------|-----------------------------------|--------------|
| | 2014 | Toyota Prius | \$23,000 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Toyota Prius | \$23,000 | \$0 | | \$0 | | No | NOCH |
| | 2015 | Dump Truck International 7300 | \$151,000 | \$0 | | \$0 | | No | NOCH |
| | 2015 | John Deere Z Track Mower | \$8,713 | \$0 | | \$0 | | No | NOCH |
| | 2015 | John Deere 1585 front mount | \$36,540 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Ford F550 Sign truck crane with Air N Arc | \$74,599 | \$0 | | \$0 | | No | NOCH |
| | 2015 | EX Liner AL120 Polarized Striper | \$5,600 | \$0 | | \$0 | | No | NOCH |
| | 2015 | Crafco SS125D Sure Shot Crack Sealer | \$38,900 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Falcon Hotbox | \$34,861 | \$0 | | \$0 | | No | NOCH |
| | 2006 | Ford Boom Truck | \$50,000 | \$0 | | \$0 | | No | NOCH |
| | 2011 | 924H Wheel Loader | \$178,000 | \$0 | | \$0 | | No | NOCH |
| | 2011 | Brillion Till & Seed | \$12,000 | \$0 | | \$0 | | No | NOCH |
| | 2011 | Elgin Whirlwind Street Sweeper | \$240,000 | \$0 | | \$0 | | No | NOCH |
| | 2008 | Roller DynaPoe CC 1000 | \$28,000 | \$0 | | \$0 | | No | NOCH |
| | 2008 | Ford F150 | \$19,000 | \$0 | | \$0 | | No | NOCH |
| | 2008 | Ford F150 | \$19,000 | \$0 | | \$0 | | No | NOCH |
| | 2007 | Dump Truck International Workforce DT | \$75,000 | \$0 | | \$0 | | No | NOCH |
| | 2004 | John Deere 410G Backhoe | \$69,650 | \$0 | | \$0 | | No | NOCH |
| | 2004 | Melroe Bobcat Skid Loader | \$24,588 | \$0 | | \$0 | | No | NOCH |

City Street Financial Report

| |
|-------------------|
| Report Generated |
| 8/1/2016 10:28 AM |
| Fiscal Year |
| 2016 |
| Sheet |
| 7 of 10 |

| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------------|---------------------|-------------------------------|------------------------|---------------------|-------|----------------------|-------|-----------------------------------|--------------|
| | 2004 | Ford 3/4 ton 4X4 V10 | \$28,000 | \$0 | | \$0 | | No | NOCH |
| | 2003 | Tractor JD6320 | \$26,000 | \$0 | | \$0 | | No | NOCH |
| | 2002 | John Deere Tractor Model 4710 | \$30,000 | \$0 | | \$0 | | No | NOCH |
| | 1994 | John Deere Tractor 5200 | \$23,400 | \$0 | | \$0 | | No | NOCH |
| | 1984 | John Deere Grader | \$208,000 | \$0 | | \$0 | | No | NOCH |
| | 1994 | Catepillar 914G Wheel Loader | \$94,000 | \$0 | | \$0 | | No | NOCH |
| | 2006 | Ford 3/4 ton 4X4 2006 Diesel | \$24,339 | \$0 | | \$0 | | No | NOCH |
| | 2006 | Ford 3/4 ton 4x4 Diesel | \$24,339 | \$0 | | \$0 | | No | NOCH |
| | 2002 | Dump Truck International 7300 | \$75,000 | \$0 | | \$0 | | No | NOCH |
| | 1999 | Dump Truck International 4700 | \$60,000 | \$0 | | \$0 | | No | NOCH |
| | 2008 | Chevy Mini Van | \$12,182 | \$0 | | \$0 | | No | NOCH |
| | 2009 | John Geere 5093E | \$35,000 | \$0 | | \$0 | | No | NOCH |
| | 2011 | Dump Truck International 7300 | \$125,000 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Dump Truck International 7300 | \$142,525 | \$0 | | \$0 | | No | NOCH |
| | 2013 | Ford F-250 3/4 ton 4X4 | \$30,230 | \$0 | | \$0 | | No | NOCH |
| | 2013 | Ford F-250 3/4 ton 4X4 | \$30,230 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Ford F150 4x2 | \$23,000 | \$0 | | \$0 | | No | NOCH |
| | 2011 | Ford Expedition | \$27,000 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Bobcat UTV | \$13,000 | \$0 | | \$0 | | No | NOCH |
| | 2014 | Bobcat Skidsteer | \$45,000 | \$0 | | \$0 | | No | NOCH |

IOWADOT
 Form 517007 {5-2016}
 Office of Local Systems
 Ames, IA 50010

City Street Financial Report

| |
|-------------------|
| Report Generated |
| 8/1/2016 10:28 AM |
| Fiscal Year |
| 2016 |
| Sheet |
| 8 of 10 |

| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost | /Unit | 7. Used On Project this FY? | 8. Status |
|-----------------------|---------------|-----------------------|------------------|---------------|-------|----------------|-------|-----------------------------|-----------|
| | 2016 | Terex PB16 powerbuggy | \$7,800 | \$0 | | \$0 | | No | NEW |

IOWADOT
 Form 517007 (5-2016)
 Office of Local Systems
 Ames, IA 50010

City Street Financial Report

| |
|-------------------|
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| 8/1/2016 10:28 AM |
| Fiscal Year |
| 2016 |
| Sheet |
| 10 of 10 |

| |
|-------------|
| City Name |
| GRIMES |
| City Number |
| 3125 |

Monthly Payment Sheet

| Month | Road Use tax Payments |
|-----------|-----------------------|
| July | \$84,788.48 |
| August | \$114,219.50 |
| September | \$101,309.43 |
| October | \$77,493.06 |
| November | \$88,149.02 |
| December | \$88,976.09 |
| January | \$102,729.81 |
| February | \$118,068.51 |
| March | \$121,124.77 |
| April | \$84,006.42 |
| May | \$90,412.53 |
| June | \$126,563.95 |
| Totals | \$1,197,841.57 |

Cover Sheet

Now therefore let it be resolved that the city council GRIMES, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016
(Year) (Year)

Contact Information

| Name | E-mail Address | Street Address | city |
|-----------------------|--------------------------|----------------|--------|
| Kelley Brown | Kelbrown@ci.grimes.ia.us | 101 N Harvey | Grimes |
| Hours | Phone | Extension | |
| 9:00 a.m. - 5:00 p.m. | 515-986-3036 | | |

Preparer Information

| Name | E-mail Address | Phone |
|--------------|--------------------------|--------------|
| Kelley Brown | kelbrown@ci.grimes.ia.us | 515-986-3036 |

Mayor Information

| Name | E-mail Address | Street Address | city |
|---------------|----------------------------|----------------|--------|
| Tom Armstrong | tarmstrong@ci.grimes.ia.us | 50111-0000 | Grimes |
| Phone | Extension | | |
| 515-986-3036 | | | |

Resolution Number _____

Signature Mayor

Signature City Clerk

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
 Road use Other Steeet Street Debt Totals
 Tax Fund Monies

Round Figures to Nearest Dollars

| A. BEGINNING BALANCE | | | | |
|---|-----------|-------------|-----|-------------|
| 1. July 1 Balance | \$487,153 | \$5,254,668 | \$0 | \$5,741,821 |
| 2. Adjustments (Note on Explanation Sheet) | \$0 | \$0 | \$0 | \$0 |
| 3. Adjusted Balance | \$487,153 | \$5,254,668 | \$0 | \$5,741,821 |

| B. REVENUES | | | | |
|---|--------------------|--------------------|--------------------|---------------------|
| 1. Road Use Tax | \$1,197,842 | | | \$1,197,842 |
| 2. Property Taxes | | \$1,099,411 | \$2,085,330 | \$3,184,741 |
| 3. Special Assessments | | \$0 | \$0 | \$0 |
| 4. Miscellaneous | | \$422,927 | \$0 | \$422,927 |
| 5. Proceeds from Bonds, Notes, and Loans | | \$0 | \$0 | \$0 |
| 6. Interest Earned | | \$0 | \$0 | \$0 |
| 7. Total Revenues (Lines B1 thru B6) | \$1,197,842 | \$1,522,338 | \$2,085,330 | \$4,805,510 |
| C. Total Funds Available (Line A3 + Line B7) | \$1,684,995 | \$6,777,006 | \$2,085,330 | \$10,547,331 |

EXPENSES

| D. Maintenance | | |
|-------------------------|-----------|-------------|
| 1. RoadWay Maintenance | \$324,133 | \$1,000,000 |
| 2. Snow and Ice Removal | \$129,412 | \$0 |

E. Construction, Reconstruction and

| | | |
|-------------------------------|-----------|-------------|
| 1. Engineering | \$0 | |
| 2. Right of Way Purchased | \$0 | |
| 3. Street/Bridge Construction | \$200,000 | \$2,000,000 |
| 4. Traffic Services | \$0 | |

F. Administration

| | | |
|--|-----|--|
| | \$0 | |
|--|-----|--|

G. Equipment

| | | |
|--|-----------|-----|
| | \$139,929 | \$0 |
|--|-----------|-----|

H. Miscellaneous

J. street Debt

| | | |
|---|-----|--|
| 1. Bonds, Notes and Loans -Principal Paid | \$0 | |
| 2. Bonds, Notes and Loans - Interest Paid | \$0 | |

TOTALS

| | | |
|---|--------------------|--------------------|
| K. Total Expenses (Lines D thru J) | \$793,474 | \$4,000,000 |
| L. Ending Balance (Line C-K) | \$891,521 | \$2,777,006 |
| M. Total Funds Accounted For (K + L = C) | \$1,684,995 | \$6,777,006 |

Miscellaneous Revenues and Expenses Sheet

| Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions) | Column 2 Other Street Monies | |
|--|---------------------------------|--|
| 124---Iowa DOT | \$107,734.00 | |
| 122---RISE Funds | \$120,672.00 | |
| 170---Reimbursements (misc.) | \$194,521.00 | |
| Line B4 Totals | \$422,927.00 | |

| Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions) | Column 2 Other Street Monies | |
|--|---------------------------------|--|
| Line H Totals | | |

Bonds, Notes and Loans Sheet

| New Bond ? | Debt Type | Debt Purpose | DOT Use Only | Issue Date | Issue Amount | % Related to Street | Year Due | Principal Balance as of 7/1 | Total Principal Paid | Total Interest Paid |
|--------------------------|--------------------|---------------------|--------------|------------|--------------|---------------------|----------|-----------------------------|----------------------|---------------------|
| <input type="checkbox"/> | General Obligation | Street Improvements | 102 | 01/01/2003 | \$1,114,127 | 100 | 2018 | \$275,755 | \$90,515 | \$5,47 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 103 | 08/01/2007 | \$4,485,937 | 100 | 2022 | \$2,433,800 | \$305,300 | \$98,82 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 104 | 11/01/2009 | \$7,461,706 | 100 | 2024 | \$5,072,700 | \$484,700 | \$255,75 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 105 | 12/03/2012 | \$5,514,000 | 100 | 2032 | \$5,077,502 | \$252,725 | \$107,09 |
| <input type="checkbox"/> | General Obligation | Street Improvements | 106 | 06/25/2015 | \$6,582,736 | 100 | 2035 | \$6,582,736 | \$228,160 | \$171,14 |
| <input type="checkbox"/> | General Obligation | Equipment | 403 | 07/01/2015 | \$320,000 | 100 | 2018 | \$240,000 | \$80,000 | \$5,64 |
| New Bond Totals | | | | | \$0 | \$0 | Totals | \$19,682,493 | \$1,441,400 | \$643,93 |

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year

Project Final Costs Sheet (Section A)

| 1. Project Number | 2. Estimated Cost | 3. Project Type | 4. Public Letting? | 5. Location/Project Description (lit |
|-------------------|-------------------|-----------------|--------------------|--------------------------------------|
|-------------------|-------------------|-----------------|--------------------|--------------------------------------|

Project Final Costs Sheet (Section B)

| 1. Project Number | 6. Contractor Name | 7. Contract Price | 8. Additions/ Deductions | 9. Labor | 10. Equipment | 11. Mi |
|-------------------|--------------------|-------------------|-----------------------------|----------|---------------|--------|
|-------------------|--------------------|-------------------|-----------------------------|----------|---------------|--------|

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost |
|-----------------------------|---------------------|---|------------------------|---------------------|-------|----------------------|
| | 2014 | Toyota Prius | \$23,000 | \$0 | | \$0 |
| | 2014 | Toyota Prius | \$23,000 | \$0 | | \$0 |
| | 2015 | Dump Truck International 7300 | \$151,000 | \$0 | | \$0 |
| | 2015 | John Deere Z Track Mower | \$8,713 | \$0 | | \$0 |
| | 2015 | John Deere 1585 front mount | \$36,540 | \$0 | | \$0 |
| | 2014 | Ford F550 Sign truck crane with Air N Arc | \$74,599 | \$0 | | \$0 |
| | 2015 | EX Liner AL120 Polarized Striper | \$5,600 | \$0 | | \$0 |
| | 2015 | Crafco SS125D Sure Shot Crack Sealer | \$38,900 | \$0 | | \$0 |
| | 2014 | Falcon Hotbox | \$34,861 | \$0 | | \$0 |
| | 2006 | Ford Boom Truck | \$50,000 | \$0 | | \$0 |
| | 2011 | 924H Wheel Loader | \$178,000 | \$0 | | \$0 |
| | 2011 | Brillion Till & Seed | \$12,000 | \$0 | | \$0 |
| | 2011 | Elgin Whirlwind Street Sweeper | \$240,000 | \$0 | | \$0 |
| | 2008 | Roller DynaPoe CC 1000 | \$28,000 | \$0 | | \$0 |
| | 2008 | Ford F150 | \$19,000 | \$0 | | \$0 |
| | 2008 | Ford F150 | \$19,000 | \$0 | | \$0 |
| | 2007 | Dump Truck International Workforce DT | \$75,000 | \$0 | | \$0 |
| | 2004 | John Deere 410G Backhoe | \$69,650 | \$0 | | \$0 |
| | 2004 | Melroe Bobcat Skid Loader | \$24,588 | \$0 | | \$0 |

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost |
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| | 2004 | Ford 3/4 ton 4X4 V10 | \$28,000 | \$0 | | \$0 |
| | 2003 | Tractor JD6320 | \$26,000 | \$0 | | \$0 |
| | 2002 | John Deere Tractor Model 4710 | \$30,000 | \$0 | | \$0 |
| | 1994 | John Deere Tractor 5200 | \$23,400 | \$0 | | \$0 |
| | 1984 | John Deere Grader | \$208,000 | \$0 | | \$0 |
| | 1994 | Catepillar 914G Wheel Loader | \$94,000 | \$0 | | \$0 |
| | 2006 | Ford 3/4 ton 4X4 2006 Diesel | \$24,339 | \$0 | | \$0 |
| | 2006 | Ford 3/4 ton 4x4 Diesel | \$24,339 | \$0 | | \$0 |
| | 2002 | Dump Truck International 7300 | \$75,000 | \$0 | | \$0 |
| | 1999 | Dump Truck International 4700 | \$60,000 | \$0 | | \$0 |
| | 2008 | Chevy Mini Van | \$12,182 | \$0 | | \$0 |
| | 2009 | John Geere 5093E | \$35,000 | \$0 | | \$0 |
| | 2011 | Dump Truck International 7300 | \$125,000 | \$0 | | \$0 |
| | 2014 | Dump Truck International 7300 | \$142,525 | \$0 | | \$0 |
| | 2013 | Ford F-250 3/4 ton 4X4 | \$30,230 | \$0 | | \$0 |
| | 2013 | Ford F-250 3/4 ton 4X4 | \$30,230 | \$0 | | \$0 |
| | 2014 | Ford F150 4x2 | \$23,000 | \$0 | | \$0 |
| | 2011 | Ford Expedition | \$27,000 | \$0 | | \$0 |
| | 2014 | Bobcat UTV | \$13,000 | \$0 | | \$0 |
| | 2014 | Bobcat Skidsteer | \$45,000 | \$0 | | \$0 |

Road/Street Equipment Inventory Sheet

| 1. Local Class I.D. # | 2. Model Year | 3. Description | 4. Purchase Cost | 5. Lease Cost | /Unit | 6. Rental Cost |
|-----------------------------|---------------------|-----------------------|------------------------|---------------------|-------|----------------------|
| | 2016 | Terex PB16 powerbuggy | \$7,800 | \$0 | | \$0 |

Monthly Payment Sheet

| Month | Road Use tax Payments |
|-----------|-----------------------|
| July | \$84,788.48 |
| August | \$114,219.50 |
| September | \$101,309.43 |
| October | \$77,493.06 |
| November | \$88,149.02 |
| December | \$88,976.09 |
| January | \$102,729.81 |
| February | \$118,068.51 |
| March | \$121,124.77 |
| April | \$84,006.42 |
| May | \$90,412.53 |
| June | \$126,563.95 |
| Totals | \$1,197,841.57 |

P.O. No. _____

18387

CITY OF GRIMES

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

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier JT Concrete

Name

1305 Hawk Dr West Des Moines IA 50265

Address

Phone Number/Fax Number

| ITEMS | QTY | UNIT PRICE | TOTAL |
|---------------------------------------|-----|------------|--------------------------|
| remove & replace 13x11 ADA ramp | | | 1200 ⁰⁰ |
| ADA domes | | | 950 ⁰⁰ |
| 13 ft of curb repair 1st St by Kum+Co | | | 1115 ⁰⁰ |
| | | | <u>3265⁰⁰</u> |

PURCHASE JUSTIFICATION:

ADA ramp is damaged on trail by Kum+Co also curb on 1st St near so could get better price doing both at once

DEPARTMENT: Streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: David Saylor DATE: 8-4-16

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown City Administrator/Clerk

Date

Council Approval date: (if over \$2500)

- Purchaser's Copy
- Vendor's Copy
- File Copy

J. T. Concrete, Inc.

1305 Hoak Dr
West Des Moines, Iowa 50265

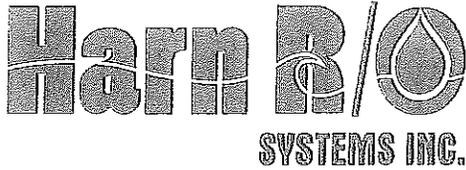
Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 7/27/2016 | 1252 |

| |
|--|
| Name / Address |
| CITY OF GRIMES KUM AND GO ADA RAMP AND CURB |

| | |
|----------|------------------|
| P.O. No. | Project |
| | KUM AND GO RA... |

| Description | Qty | Rate | Total |
|--|-----|--------------|------------|
| REMOVE AND REPLACE 13'X11' ADA RAMP TO CODE | 1 | 1,200.00 | 1,200.00 |
| 9.5 LF DOMES | 19 | 50.00 | 950.00 |
| 13 LF CURB ALONG 1ST STREET EAST OF KUM AND GO (TRAFFIC CONTROL NOT INCLUDED) | 1 | 1,115.00 | 1,115.00 |
| WORK TO BE DONE CURRENT FISCAL YEAR WORK IS PRICED TO DO ALL ITEMS LISTED CHOOSING CERTAIN ITEMS FROM LIST MAY CHANGE PRICING FOR THOSE ITEMS NO BONDING EXPENSE INCLUDED FINAL AMOUNT DUE MEASURED UPON JOB COMPLETION PAYMENTS DUE MONTHLY FOR WORK COMPLETED | | 0.00 | 0.00 |
| IN GENERAL WE EXCLUDE -TESTING OF SOILS OR CONCRETE -COLD WEATHER PROTECTION -UNLOCATED UNDERGROUND OBSTRUCTIONS -LANDSCAPE OR REPAIR OF -JOINT CAULKING -PERMITS -SITE STAKING/LAYOUT -PUMPING OR ROAD BUILDING FOR PLACEMENT OF CONCRETE SPRINKLER HEADS AND LINES/ LOCATION OR REPAIR OF -GRADE WORK BEYOND 2" | | 0.00 | 0.00 |
| | | Total | \$3,265.00 |



MEMBRANE WATER TREATMENT SYSTEMS

RECEIVED AUG - 4

Harn R/O Systems, Inc.
310 Center Court
Venice, FL 34285
(941) 488-9671

INVOICE NUMBER: 1901-IN
INVOICE DATE: 7/29/2016
CUSTOMER NO: GRI001
CUSTOMER PO: W2015-0528
JOB NUMBER: 15-2146C
TERMS: NET 30

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

SHIP TO: Grimes WTP
1801 N. James Street
Grimes, IA 50111

| <u>DESCRIPTION:</u> | <u>AMOUNT</u> |
|---|-------------------------|
| RO System Pilot Lease Per signed proposal dated 7/1/15 and Grimes project # W2015-0528 Start-up date: 8/20/2015 Lease period: Minimum 3 months | |
| Pilot Report Phase 2 Report – Blended Feedwater Pilot Report – July 2016 | 2,500.00 |

TOTAL DUE \$ 2,500.00

Payment Terms are Net 30 days. 1.5% will be charged each month on past due invoices.

Unit Price Contract

Contractor's Application for Payment No. 7

| | | | | | |
|-----------------|---|-----------------------|-------------------------------------|-------------------|-----------|
| Project: | 2015 Grimes Parkland Improvements Project | From (Contractor): | Covenant Construction Services, LLC | Application Date: | 8/9/2016 |
| To (Owner): | City of Grimes | Owner's Project No.: | | Period From: | 7/1/2016 |
| Via (Engineer): | FOX Engineering | Engineer's Proj. No.: | 8630-16P | Period To: | 7/31/2016 |

| Approved Change Order Summary: | | | |
|--------------------------------|---------------|-------------|---------------|
| No. | Date Approved | Additions | Deductions |
| 1 | 3/8/2016 | | -\$133,008.00 |
| 2 | 4/18/2016 | \$4,200.00 | |
| 3 | 5/10/2016 | \$24,715.04 | |
| 4 | 5/10/2016 | \$24,276.78 | |
| 5 | 7/6/2016 | \$9,209.65 | |
| TOTALS | | \$62,401.47 | -\$133,008.00 |
| NET CHANGE BY CHANGE ORDERS | | | -\$70,606.53 |

| | | |
|----|--|-----------------|
| 1. | ORIGINAL CONTRACT PRICE..... | \$ 1,511,342.23 |
| 2. | Net change by Change Orders..... | \$ -70,606.53 |
| 3. | Current Contract Price (Line 1 + 2)..... | \$ 1,440,735.70 |
| 4. | TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... | \$ 799,920.50 |
| 5. | RETAINAGE: | |
| | a. 5% X \$799,920.50 Work Completed..... | \$ 39,996.02 |
| | b. 5% X _____ Stored Material..... | \$ _____ |
| | c. Less Total Retainage Released Early..... | \$ _____ |
| | d. Total Retainage (Line 5a + Line 5b - Line 5c)..... | \$ 39,996.02 |
| 6. | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ 759,924.47 |
| 7. | LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 644,776.71 |
| 8. | AMOUNT DUE THIS APPLICATION..... | \$ 115,147.76 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... | \$ 680,811.22 |

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: *[Signature]* Date: 8/3/16

Payment of \$ 115,147.76
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of \$ 115,147.76
(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): 2015 Grimes Parkland Improvements Project
 Contractor: Covenant Construction Services, LLC

Owner's Proj. No.:
 Engineer's Proj. No.: 8630-16P

Application Number: 7
 Application Date: 8/9/2016

| A | | B | | | | | C | D | E | F | | G |
|---------------|---|--------------|-----------------------------------|----------------|---------------|-----------------------|------------------------------|---------------------|---------------------------------------|--|--------------|---------------------------|
| Bid Item No. | Item Description | Bid Quantity | Quantity Change (By Change Order) | Total Quantity | Unit Price | Extended Price | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Committed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 1.01 | Mobilization | 1 | | 1 | \$50,325.00 | \$50,325.00 | 1 | \$50,325.00 | | \$50,325.00 | 100.0% | |
| 1.02 | Removals | 1 | | 1 | \$5,032.00 | \$5,032.00 | 1 | \$5,032.00 | | \$5,032.00 | 100.0% | |
| 2.01 | Earthwork - North Sports Complex | 1 | | 1 | \$47,676.00 | \$47,676.00 | 1 | \$47,676.00 | | \$47,676.00 | 100.0% | |
| 2.02 | Earthwork - Autumn Park | 1 | | 1 | \$12,714.00 | \$12,714.00 | 1 | \$12,714.00 | | \$12,714.00 | 100.0% | |
| 2.03 | Earthwork - Glenstone Park | 1 | | 1 | \$1,271.00 | \$1,271.00 | 1 | \$1,271.00 | | \$1,271.00 | 100.0% | |
| 2.04 | Subgrade Preparation - Parking Lot | 1,433 | | 1,433 | \$7.42 | \$10,632.86 | | | | | | \$10,632.86 |
| 2.05 | Ag-Lime Placement, 6-inch | 1,560 | | 1,560 | \$6.75 | \$10,530.00 | 1,560 | \$10,530.00 | | \$10,530.00 | 100.0% | |
| 2.06 | Playground Area - Autumn Park | 1 | | 1 | \$15,892.00 | \$15,892.00 | 0.95 | \$15,097.40 | | \$15,097.40 | 95.0% | \$794.60 |
| 4.01 | Subdrain, 6-inch | 90 | | 90 | \$68.87 | \$6,198.30 | 90 | \$6,198.30 | | \$6,198.30 | 100.0% | |
| 4.02 | PES, 6-inch | 1 | | 1 | \$530.00 | \$530.00 | 1 | \$530.00 | | \$530.00 | 100.0% | |
| 4.03 | Subdrain Cleanout | 2 | | 2 | \$741.50 | \$1,483.00 | 2 | \$1,483.00 | | \$1,483.00 | 100.0% | |
| 5.01 | Modify Existing Intake | 1 | | 1 | \$2,649.00 | \$2,649.00 | | | | | | \$2,649.00 |
| 7.01 | Sidewalk, PCC, 4-inch - North Sports Complex | 514 | 91 | 605 | \$38.14 | \$23,074.70 | 605 | \$23,074.70 | | \$23,074.70 | 100.0% | |
| 7.02 | Trail, PCC, 5-inch - North Sports Complex | 2049 | 603 | 2652 | \$40.26 | \$106,769.52 | 2652 | \$106,769.52 | | \$106,769.52 | 100.0% | |
| 7.03 | Integral Sidewalk - North Sports Complex | 1877 | | 1877 | \$44.50 | \$83,526.50 | 825 | \$36,712.50 | | \$36,712.50 | 44.0% | \$46,814.00 |
| 7.04 | Bleacher/Dugout Paving, PCC, 5-inch - North Sports Complex | 1323 | | 1323 | \$40.26 | \$53,263.98 | 1323 | \$53,263.98 | | \$53,263.98 | 100.0% | |
| 7.05 | Sidewalk/Trail, PCC - Autumn Park | 543 | | 543 | \$40.26 | \$21,861.18 | 528 | \$21,257.28 | | \$21,257.28 | 97.2% | \$603.90 |
| 7.06 | Sidewalk/Trail, PCC - Glenstone Park | 508 | | 508 | \$42.38 | \$21,529.04 | 508 | \$21,529.04 | | \$21,529.04 | 100.0% | |
| 7.07 | 8" Rock Subbase | 600 | | 600 | \$31.78 | \$19,068.00 | 60 | \$1,906.80 | | \$1,906.80 | 10.0% | \$17,161.20 |
| 7.08 | Parking Lot Paving, 6-inch PCC | 5199 | | 5199 | \$34.95 | \$181,757.04 | | | | | | \$181,757.04 |
| 7.09 | Painting & Signage | 1 | | 1 | \$2,961.00 | \$2,961.00 | | | | | | \$2,961.00 |
| 9.01 | Concession Stand | 1 | | 1 | \$514,778.00 | \$514,778.00 | 0.259 | \$133,327.50 | | \$133,327.50 | 25.9% | \$381,450.50 |
| 9.02 | Ballfield #1, Baseball Fence | 1 | | 1 | \$24,474.00 | \$24,474.00 | 1 | \$24,474.00 | | \$24,474.00 | 100.0% | |
| 9.03 | Ballfield #2 Thru #6, Softball Fence | 5 | | 5 | \$19,780.20 | \$98,901.00 | 5 | \$98,901.00 | | \$98,901.00 | 100.0% | |
| 9.04 | Batting Cage & Pitching Warmup Construction | 2 | | 2 | \$12,576.00 | \$25,152.00 | 2 | \$25,152.00 | | \$25,152.00 | 100.0% | |
| 9.05 | 4-ft Chain link Fence | 313 | | 313 | \$14.00 | \$4,382.00 | 313 | \$4,382.00 | | \$4,382.00 | 100.0% | |
| 9.06 | Dugout Construction | 12 | | 12 | \$3,430.00 | \$41,160.00 | 12 | \$41,160.00 | | \$41,160.00 | 100.0% | |
| 9.07 | Basketball Court (Half) | 1 | | 1 | \$21,251.00 | \$21,251.00 | 0.9411 | \$19,999.32 | | \$19,999.32 | 94.1% | \$1,251.68 |
| 9.08 | Landscaping - North Sports Park | 1 | | 1 | \$47,305.00 | \$47,305.00 | | | | | | \$47,305.00 |
| 9.09 | Landscaping - Autumn Park | 1 | | 1 | \$58,112.00 | \$58,112.00 | | | | | | \$58,112.00 |
| 9.10 | Irrigation Fixture Adjustment | 10 | | 10 | \$105.90 | \$1,059.00 | 10 | \$1,059.00 | | \$1,059.00 | 100.0% | |
| 9.11 | Irrigation Modification - Field 1 | 1 | | 1 | \$1,986.00 | \$1,986.00 | 1 | \$1,986.00 | | \$1,986.00 | 100.0% | |
| 9.12 | Hydraulic Seeding, Seeding, Fertilizing, and Mulching - North Sports Park | 2 | | 2 | \$4,502.50 | \$9,005.00 | | | | | | \$9,005.00 |
| 9.13 | Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Autumn Park | 0.5 | | 0.5 | \$4,502.50 | \$2,251.25 | | | | | | \$2,251.25 |
| 9.14 | Hydraulic Seeding, Seeding, Fertilizing, and Mulching - Type 1 - Glenstone Park | 0.25 | | 0.25 | \$4,502.50 | \$1,125.63 | 0.0944 | \$425.04 | | \$425.04 | 37.8% | \$700.59 |
| 9.15 | Erosion Control Mulching, Hydromulching - North Sports | 2 | | 2 | \$2,649.00 | \$5,297.00 | 0.472 | \$1,250.09 | | \$1,250.09 | 23.6% | \$4,046.91 |
| 9.16 | Erosion Control Mulching, Hydromulching - Autumn Park | 0.25 | | 0.25 | \$2,649.00 | \$1,324.50 | | | | | | \$1,324.50 |
| 9.17 | Erosion Control Mulching, Hydromulching - Glenstone Park | 0.25 | | 0.25 | \$2,649.00 | \$662.25 | | | | | | \$662.25 |
| 9.18 | Fiber Sock | 1000 | | 1000 | \$2.12 | \$2,120.00 | 934 | \$1,980.08 | | \$1,980.08 | 93.4% | \$139.92 |
| CO1 | Value Engineering | | 1 | 1 | -\$133,008.00 | -\$133,008.00 | | | | | | -\$133,008.00 |
| CO2 | Ag-Lime Placement, 6-inch | | 100 | 100 | \$42.00 | \$4,200.00 | | | | | | \$4,200.00 |
| CO3.1 | 10' Batting Cage Service Gate | | 4 | 4 | \$960.00 | \$3,960.00 | 4 | \$3,960.00 | | \$3,960.00 | 100.0% | |
| CO3.2 | Dugout Modifications | | 1 | 1 | \$5,791.50 | \$5,791.50 | 1 | \$5,791.50 | | \$5,791.50 | 100.0% | |
| CO3.3 | Autumn Park Swingset Area | | 1 | 1 | \$11,253.00 | \$11,253.00 | 1 | \$11,253.00 | | \$11,253.00 | 100.0% | |
| CO3.4 | Concession Stand Doorstep Upgrade | | 1 | 1 | \$239.80 | \$239.80 | 1 | \$239.80 | | \$239.80 | 100.0% | |
| CO5.1 | Footing Design Modifications | | 1 | 1 | \$9,209.65 | \$9,209.65 | 1 | \$9,209.65 | | \$9,209.65 | 100.0% | |
| Totals | | | | | | \$1,440,735.70 | | \$799,920.50 | | \$799,920.50 | 55.5% | \$640,815.20 |

Unit Price Contract

Contractor's Application for Payment No. 4

| | | | | | |
|-----------------|--|-----------------------|-----------------------------|-------------------|-----------|
| Project: | Heritage at Grimes - Plat 2 Phase 4 - Division I & Division II | From (Contractor): | Concrete Technologies, Inc. | Application Date: | 8/9/2016 |
| To (Owner): | City of Grimes | Owner's Project No.: | | Period From: | 7/1/2016 |
| Via (Engineer): | FOX Engineering | Engineer's Proj. No.: | 1005-16A | Period To: | 7/30/2016 |

| Approved Change Order Summary: | | | |
|--------------------------------|---------------|-------------|-------------|
| No. | Date Approved | Additions | Deductions |
| 1 | 7/12/2016 | \$11,167.95 | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTALS | | \$11,167.95 | |
| NET CHANGE BY CHANGE ORDERS | | | \$11,167.95 |

| | |
|---|-----------------|
| 1. ORIGINAL CONTRACT PRICE..... | \$ 3,532,673.00 |
| 2. Net change by Change Orders..... | \$ 11,167.95 |
| 3. Current Contract Price (Line 1 + 2)..... | \$ 3,543,840.95 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... | \$ 2,021,834.24 |
| 5. RETAINAGE: | |
| a. 5% X \$1,975,305.25 Work Completed..... | \$ 98,765.26 |
| b. 5% X \$46,528.99 Stored Material..... | \$ 2,326.45 |
| c. Less Total Retainage Released Early..... | \$ |
| d. Total Retainage (Line 5a + Line 5b - Line 5c)..... | \$ 101,091.71 |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... | \$ 1,920,742.53 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... | \$ 1,624,689.46 |
| 8. AMOUNT DUE THIS APPLICATION..... | \$ 296,053.07 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... | \$ 1,623,098.42 |

| Contractor's Certification | |
|---|-------|
| <p>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.</p> | |
| By: | Date: |

| | | | |
|--------------------|----|--|--------|
| Payment of: | \$ | 296,053.07 | |
| | | (Line 8 or other - attach explanation of the other amount) | |
| is recommended by: | | (Engineer) | (Date) |
| Payment of: | \$ | 296,053.07 | |
| | | (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): Heritage at Grimes - Plat 2 Phase 4 - Division I & Division II | | | | | | Owner's Proj. No.: | | Application Number: 4 | | | | |
|--|--|--------------|---------------------------|----------------|--------------|--------------------------------|------------------------------|----------------------------|---------------------------------------|--|--------------|---------------------------|
| Contractor: Concrete Technologies, Inc. | | | | | | Engineer's Proj. No.: 1005-16A | | Application Date: 8/9/2016 | | | | |
| A | | B | | | | C | D | E | F | | G | |
| Bid Item No. | Description | Bid Quantity | Qty added by Change Order | Total Quantity | Unit Price | Total Value | Estimated Quantity Installed | Value | Materials Presently Scored (Not in %) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| DIVISION I: NE BEAVERBROOKE BLVD PAVING IMPROVEMENTS | | | | | | | | | | | | |
| 7.01 | PAVEMENT, PCC, 9" W/ CD BASKETS | 33,872 | | 33,872 | \$48.00 | \$1,625,856.00 | 27097.6 | \$1,300,694.80 | | \$1,300,694.80 | 80.0% | \$325,171.20 |
| 7.02 | PAVEMENT, PCC, 9", FULL DEPTH COLOR | 237 | | 237 | \$164.50 | \$38,986.50 | | | | | | \$38,986.50 |
| 7.03 | PAVEMENT, PCC, 9" W/ CD BASKETS, FULL DEPTH COLOR | 953 | | 953 | \$104.00 | \$99,112.00 | | | | | | \$99,112.00 |
| 7.04 | PAVEMENT, PCC, 7" | 2,477 | | 2,477 | \$48.00 | \$118,896.00 | 1238.5 | \$59,448.00 | | \$59,448.00 | 50.0% | \$59,448.00 |
| 7.05 | PAVEMENT, PCC, 5", FULL DEPTH COLOR, STAMPED | 713 | | 713 | \$84.75 | \$60,426.75 | | | | | | \$60,426.75 |
| 7.06 | PAVEMENT, PCC, 4", MOW STRIP | 1,140 | | 1,140 | \$44.00 | \$50,160.00 | 912 | \$40,128.00 | | \$40,128.00 | 80.0% | \$10,032.00 |
| 7.07 | BEAM CURB | 475 | | 475 | \$54.50 | \$25,887.50 | | | | | | \$25,887.50 |
| 7.08 | PAVEMENT, HMA, 6" | 347 | | 347 | \$63.50 | \$22,034.50 | | | | | | \$22,034.50 |
| 7.09 | SHARED USE PATH, PCC, 5" | 11,728 | | 11,728 | \$32.50 | \$381,160.00 | | | | | | \$381,160.00 |
| 7.10 | SIDEWALK, PCC, 5" | 30,845 | | 30,845 | \$4.95 | \$152,682.75 | | | | | | \$152,682.75 |
| 7.11 | DETECTABLE WARNING | 830 | | 830 | \$33.00 | \$27,390.00 | | | | | | \$27,390.00 |
| 9.01 | CONCRETE WASHOUT | 1 | | 1 | \$13,750.00 | \$13,750.00 | 0.85 | \$11,687.50 | | \$11,687.50 | 85.0% | \$2,062.50 |
| 9.02 | 1-1/2" DECORATIVE ROCK | 110 | | 110 | \$253.50 | \$27,885.00 | | | | | | \$27,885.00 |
| 11.01 | MOBILIZATION | 1 | | 1 | \$46,000.00 | \$46,000.00 | 1 | \$46,000.00 | | \$46,000.00 | 100.0% | |
| 11.02 | PAINTED PAVEMENT MARKINGS, DURABLE, NON GROOVE CUT | 85.08 | | 85 | \$102.25 | \$8,699.43 | | | | | | \$8,699.43 |
| 11.03 | PAINTED SYMBOLS & LEGENDS, DURABLE, NON GROOVE CUT | 25 | | 25 | \$236.50 | \$5,912.50 | | | | | | \$5,912.50 |
| 11.04 | PAINTED PAVEMENT MARKINGS, THERMOPLASTIC, GROOVE CUT | 84.52 | | 85 | \$337.75 | \$28,546.63 | | | | | | \$28,546.63 |
| 11.05 | PAINTED SYMBOLS & LEGENDS, THERMOPLASTIC, GROOVE CUT | 20 | | 20 | \$495.00 | \$9,900.00 | | | | | | \$9,900.00 |
| 11.06 | TRAFFIC CONTROL | 1 | | 1 | \$2,750.00 | \$2,750.00 | 1 | \$2,750.00 | | \$2,750.00 | 100.0% | |
| 11.07 | SIGNAGE | 675.61 | | 676 | \$20.00 | \$13,512.20 | | | | | | \$13,512.20 |
| 11.08 | POSTS FOR SIGNS | 1,560 | | 1,560 | \$8.25 | \$12,870.00 | | | | | | \$12,870.00 |
| DIVISION II: HIGHWAY 141 TURN LANES & TRAFFIC SIGNAL | | | | | | | | | | | | |
| 1 | SAWCUT PAVEMENT | 2,730 | 1,667 | 4,397 | \$3.85 | \$16,928.45 | 4397 | \$16,928.45 | | \$16,928.45 | 100.0% | |
| 2 | REMOVAL OF PAVEMENT MARKING | 7.9 | | 7.9 | \$55.00 | \$434.50 | | | | | | \$434.50 |
| 3 | PAVEMENT, PCC, 12" | 4,368 | | 4,368 | \$77.00 | \$336,336.00 | 4368 | \$336,336.00 | | \$336,336.00 | 100.0% | |
| 4 | PAVEMENT, PCC, 9" | 694 | | 694 | \$70.00 | \$48,580.00 | 694 | \$48,580.00 | | \$48,580.00 | 100.0% | |
| 5 | PAVEMENT, PCC, 8" | 952 | | 952 | \$60.00 | \$57,120.00 | 952 | \$57,120.00 | | \$57,120.00 | 100.0% | |
| 6 | PAVEMENT, PCC, 5", COLORED & STAMPED | 35 | | 35 | \$220.00 | \$7,700.00 | | | | | | \$7,700.00 |
| 7 | PAVEMENT, PCC, 4", MOW STRIP | 17 | | 17 | \$193.00 | \$3,281.00 | 17 | \$3,281.00 | | \$3,281.00 | 100.0% | |
| 8 | GRANULAR SHOULDER | 420 | | 420 | \$43.50 | \$18,270.00 | 420 | \$18,270.00 | | \$18,270.00 | 100.0% | |
| 9 | CONCRETE WASHOUT | 1 | | 1 | \$2,750.00 | \$2,750.00 | 1 | \$2,750.00 | | \$2,750.00 | 100.0% | |
| 10 | TRAFFIC CONTROL | 1 | | 1 | \$9,570.00 | \$9,570.00 | 0.95 | \$9,091.50 | | \$9,091.50 | 95.0% | \$478.50 |
| 11 | PAINTED PAVEMENT MARKINGS (WATERBORNE) | 66.72 | | 67 | \$63.75 | \$4,253.40 | | | | | | \$4,253.40 |
| 12 | PAINTED PAVEMENT SYMBOLS (WATERBORNE) | 4 | | 4 | \$121.00 | \$484.00 | | | | | | \$484.00 |
| 13 | POSTS FOR SIGNS (WOOD) | 180 | | 180 | \$14.25 | \$2,565.00 | | | | | | \$2,565.00 |
| 14 | SIGNS | 213.08 | | 213 | \$23.00 | \$4,900.84 | | | | | | \$4,900.84 |
| 15 | TRAFFIC SIGNALS | 1 | | 1 | \$236,000.00 | \$236,000.00 | | | \$46,528.99 | \$46,528.99 | 19.7% | \$189,471.01 |
| 16 | MOBILIZATION | 1 | | 1 | \$17,500.00 | \$17,500.00 | 1 | \$17,500.00 | | \$17,500.00 | 100.0% | |
| CO1 | REMOVAL OF EXISTING HIGHWAY 141 PAVEMENT | | 1 | 1 | \$4,750.00 | \$4,750.00 | 1 | \$4,750.00 | | \$4,750.00 | | |
| Totals | | | | | | \$3,543,840.95 | | \$1,975,305.25 | \$46,528.99 | \$2,021,834.24 | 57.1% | \$1,522,006.71 |

Stored Material Summary

Contractor's Application

| For (contract): Heritage at Grimes - Plat 2 Phase 4 - Division I & Division II | | | Owner's Proj. No.: | | Application Number: 4 | | | | |
|--|------------------------------|---|--------------------------------|--------------------|----------------------------|--------------------|----------------------|-------------|--|
| Contractor: Concrete Technologies, Inc. | | | Engineer's Proj. No.: 1005-16A | | Application Date: 8/9/2016 | | | | |
| A | B | C | D | | E | | F | | G |
| 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 (\$) | |
| 162627 | N/A | Traffic Signal Castings | 4/2016 | \$3,483.36 | | \$3,483.36 | | | \$3,483.36 |
| 0140292-IN | 7 | Traffic Signal Poles | 5/2016 | \$1,441.12 | | \$1,441.12 | | | \$1,441.12 |
| 53604 | N/A | Loop Sealer | 4/2016 | \$2,394.00 | | \$2,394.00 | | | \$2,394.00 |
| 165067 | 6 | Traffic Signal Poles and sign mounting brackets | 6/2016 | \$27,405.00 | | \$27,405.00 | | | \$27,405.00 |
| 276161 | 3 | Traffic Signal Equipment | | | \$6,337.30 | \$6,337.30 | | | \$6,337.30 |
| S6736925.002 | 3 | Traffic Signal Component | | | \$2,393.69 | \$2,393.69 | | | \$2,393.69 |
| 3926-403980 | 3 | Traffic Signal Conduit Equipment | | | \$3,074.52 | \$3,074.52 | | | \$3,074.52 |
| Totals | | | | \$34,723.48 | \$11,805.51 | \$46,528.99 | | | \$46,528.99 |

Progress Estimate

Contractor's Application

For (contract): Heritage at Grimes Plat 2 Phase 2 - Little Beaver Creek Tributary Cr
 Contractor: Jensen Construction Company

Owner's Proj. No.:
 Engineer's Proj. No.: 1005-15C

Application Number: 11
 Application Date: 8/9/2016

| A | | B | | | | C | D | E | F | | G | |
|--|--|--------------|---------------------------|-------------|--------------|---------------------------------|------------------------------|--------------|---------------------------------------|--|-----------|---------------------------|
| Bid Item No. | Item Description | Bid Quantity | Qty added by Change Order | Unit Price | Bid Value | Total Value After Change Orders | Estimated Quantity Installed | Value | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| ESTIMATED CULVERT QUANTITIES | | | | | | | | | | | | |
| 1.1 | STRUCTURAL CONCRETE (RCB) | 755 | | \$800.00 | \$604,000.00 | \$604,000.00 | 755 | \$604,000.00 | | \$604,000.00 | 100.0% | |
| 1.2 | GRANULAR BACKFILL | 1,480 | | \$45.00 | \$66,600.00 | \$66,600.00 | 1480 | \$66,600.00 | | \$66,600.00 | 100.0% | |
| 1.3 | SPECIAL BACKFILL | 465 | | \$57.00 | \$26,505.00 | \$26,505.00 | 465 | \$26,505.00 | | \$26,505.00 | 100.0% | |
| 1.4 | REVTMENT, CLASS E | 490 | | \$48.00 | \$23,520.00 | \$23,520.00 | 490 | \$23,520.00 | | \$23,520.00 | 100.0% | |
| 1.5 | ELECTRICAL CIRCUITS | 1 | | \$10,000.00 | \$10,000.00 | \$10,000.00 | 1 | \$10,000.00 | | \$10,000.00 | 100.0% | |
| ESTIMATED RETAINING WALL QUANTITIES | | | | | | | | | | | | |
| 2.1 | STRUCTURAL CONCRETE (MISC) | 735 | | \$830.00 | \$610,050.00 | \$610,050.00 | 735 | \$610,050.00 | | \$610,050.00 | 100.0% | |
| 2.2 | GRANULAR BACKFILL | 1,870 | | \$64.00 | \$119,680.00 | \$119,680.00 | 1870 | \$119,680.00 | | \$119,680.00 | 100.0% | |
| 2.3 | ORNAMENTAL METAL RAILING | 615 | | \$70.00 | \$43,050.00 | \$43,050.00 | | | | | | \$43,050.00 |
| 2.4 | PRECAST CONCRETE COLUMN CAPS | 19 | | \$1,500.00 | \$28,500.00 | \$28,500.00 | 19 | \$28,500.00 | | \$28,500.00 | 100.0% | |
| 2.5 | CONCRETE RUSTICATION AESTHETICS | 8,045 | | \$9.00 | \$72,405.00 | \$72,405.00 | 6800 | \$61,200.00 | | \$61,200.00 | 84.5% | \$11,205.00 |
| CO1.1 | QUAD BOX BASE OVER-EXC.-FIXED COSTS (LS) | | 1 | \$12,000.00 | | \$12,000.00 | 1 | \$12,000.00 | | \$12,000.00 | 100.0% | |
| CO1.2 | QUAD BOX BASE OVER-EXC-EXCAVATION (CY) | | 306 | \$31.00 | | \$9,486.00 | 306 | \$9,486.00 | | \$9,486.00 | 100.0% | |
| CO1.3 | QUAD BOX BASE OVER-EXC.-SUBBASE (TON) | | 472.52 | \$53.00 | | \$25,043.56 | 472.52 | \$25,043.56 | | \$25,043.56 | 100.0% | |
| CO3.1 | FOOTING RECONFIGURATION | | 1 | \$20,705.00 | | \$20,705.00 | 1 | \$20,705.00 | | \$20,705.00 | #DIV/0! | -\$20,705.00 |
| CO4.1 | SANITARY SEWER REPAIR | | 1 | \$9,549.24 | | \$9,549.24 | 1 | \$9,549.24 | | \$9,549.24 | #DIV/0! | -\$9,549.24 |
| CO5.1 | WEST RETAINING WALL CORE OUT EXC | | 599 | \$9.00 | | \$5,391.00 | 599 | \$5,391.00 | | \$5,391.00 | | |
| CO5.2 | WEST RETAINING WALL CORE OUT GRAN BACKFILL | | 1479.91 | \$36.00 | | \$53,276.76 | 1479.91 | \$53,276.76 | | \$53,276.76 | | |
| CO5.3 | WEST RETAINING WALL CORE OUT GABION STONE | | 487.71 | \$53.00 | | \$25,848.63 | 487.71 | \$25,848.63 | | \$25,848.63 | | |
| Totals | | | | | | \$1,604,310.00 | \$1,765,610.19 | | \$1,711,355.19 | \$1,711,355.19 | 106.7% | \$54,255.00 |

V **VOLTMER** INC. electrical and utility **CONTRACTORS**

STOCKPILE MATERIAL TRANSMITTAL

July 8, 2016

Angie Koudelka
Concrete Technologies, Inc.
1001 SE 37th Street
Grimes, IA 50111

Email: akoudelka@cti-ia.com

Project: Heritage At Grimes Plat 2 Phase 4

Project No.:

Application No.: 4

Stored Location: Decorah, Iowa

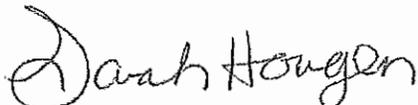
Certifications or Drawings: Shop Drawing Previously Approved

Line Item(s):
2015: Traffic Signals \$11,805.51

Total Application: \$11,805.51

****Copies of invoices are enclosed****

Submitted,



Sarah Hougen

563•382•9214
Phone

1732 Old Stage Rd., P.O. Box 200
Decorah, IA 52101

563•382•5923
Fax

TW CABLE LLC
 81 EXECUTIVE BLVD. ✓
 PO BOX 3259
 FARMINGDALE, NY 11735
 USA

RECEIVED INVOICE

Invoice Number: 276161
 Invoice Date: Jun 21, 2016
 Page: 1

Voice: 631-293-0000
 Fax: 631-531-9400

JUN 27 2016

ROUTE _____

Bill To:
 VOLTMER INC
 P.O. BOX 200
 DECORAH, IA 52101

Ship to:
 VOLTMER INC
 1732 OLD STAGE RD
 M/F HERITAGE @ GRIMES
 DECORAH, IA 52101

| Customer ID | Customer PO | Payment Terms | |
|--------------|-----------------|---------------|----------|
| VO5001 | J39061/GRIMES | Net 30 Days | |
| Sales Rep ID | Shipping Method | Ship Date | Due Date |
| 04 | Best Way | 6/21/16 | 7/21/16 |

| Quantity | Item | Description | Backorder Qty | Unit Price | Amount |
|-----------|-------------|---|---------------|------------|----------|
| 10,175.00 | 140005CS191 | 14 AWG/ 5 CONDUCTOR SOLID IMSA 19-1 (2 X 5000) | | 0.33600 | 3,418.80 |
| 500.00 | 140007CS191 | 14 AWG/ 7 CONDUCTOR SOLID IMSA 19-1 (1 X 500) | | 0.45700 | 228.50 |
| 1,250.00 | 140012CS191 | 14 AWG/ 12 CONDUCTOR SOLID IMSA 19-1 (1 X 12500) | | 0.81200 | 1,015.00 |
| 5,500.00 | 140002CR502 | 14 AWG/2 CONDUCTOR STRANDED SHIELDED IMSA 50-2 | | 0.22600 | 1,243.00 |
| 4,000.00 | 140001CR515 | 14 AWG/1 CONDUCTOR STRANDED IMSA 51-5 91 X 40000 *****NEED CERTIFICATIONS WITH INVOICE | | 0.10800 | 432.00 |

GL # 1-5110 Amount \$ 6,337.30 ✓
 _____ \$ _____
 Job # 116041 _____
 _____ \$ _____
 Approval DAH _____

SPM
 Decorah Shop
 Line Item 15

| | |
|------------------------|-----------------|
| Subtotal | 6,337.30 |
| Sales Tax | |
| Freight | |
| Total Invoice Amount | 6,337.30 |
| Payment/Credit Applied | |
| TOTAL | 6,337.30 |

Check/Credit Memo No:



Remit To: ✓
 Echo Group, Inc.
 PO Box 336
 Council Bluffs, IA 51502

INVOICE S6736925.002
 ECHO ELECTRIC SUPPLY * BR 2 Page# 1
 5621 WESTMINSTER DRIVE
 CEDAR FALLS, IA 50613
 319-268-8277 Fax: 319-268-8278

RECEIVED

Bill To: JUN 27 2016 Ship To:
 VOLTMER INC VOLTMER INC
 1732 OLD STAGE RD ROUTE INTERSECTION HWY 141 & NE
 PO BOX 200 BEAVERBROOK BLVD.
 DECORAH, IA 52101 GRIMES, IA 50111

Ord-Date-Invoice-Date-Writer--Terms-----Ship Via-----Tax Jur-----
 04/13/16 06/23/16 MIKMAR NET DUE ON 25TH DIRECT SHIP IA-DALLAS
 Purchase Order#-----Release #-----Ordered By-----
 J38900 GRIMES WILL HAGEMAN

| Ord Qty | Shp Qty | Description | Unit | Ext |
|---------|---------|---|-----------|--------|
| 1 | 1 | AB 2"-F1554-SET/FULLY W/WSHRS.G * Component Item | 851.096EA | 851.10 |
| 1 | 1 | AB 2"-F1554-SET/FULLY W/WSHRS.G * Component Item | 851.066EA | 851.07 |
| 1 | 1 | AB 1-1/2"-F-1554-SET/FULLY W/WSHRS.G * Component Item | 425.560EA | 425.56 |
| 1 | 1 | AB 1-1/4X45.2 NUTS, 1 LK, 2 FW, HS F-G * Component Item | 265.964EA | 265.96 |

GL # 1-5110 Amount \$ 2393.69 ✓

 Job 116041
Heritage @ Grimes
 Approval DAH

Line Item 15

Total Net Amount 2393.69
 Sales Tax 0.00
 Invoice Amount 2393.69

SPM
 Decorah Shop

THIS INVOICE IS PAYABLE IN FULL BY 07/25/16
 NOTIFY AT ONCE OF SHORTAGE OR DAMAGE, RETURNS REQUIRE AUTHORIZATION AND ARE
 SUBJECT TO RESTOCK FEES. SPECIAL ORDERS ARE NON-RETURNABLE.
 PAST DUE INVOICES MAY BE SUBJECT TO 1.30% LATE CHARGE.
 Want your invoices via Email? Contact Maribeth Mohatt at
 maribeth.mohatt@echogroupinc.com or call at 712-322-4120.

Invoice



D.S. ELECTRIC SUPPLY
430 JANSKY PLACE
LA CROSSE, WI 54601

RECEIVED

T: 6087825010 F: 6087841180

JUN 06 2016

| | |
|---------------------------------------|----------------------------|
| INVOICE NO. 3926-403980 | INVOICE DATE 07/01/2016 |
| PLEASE SHOW INVOICE NO. AND REMIT TO: | |
| P.O. BOX 489 LEMONT, IL 60439 | |

ROUTE _____

SOLD TO:

7255 1 MB 0.419 E0362X 10525 D1787925315-82-P9956535-0001:8001

SHIP TO:



VOLTMER INC.
1732 OLD STAGE RD
PO BOX 200
DECORAH IA 52101-0200

VOLTMER INC.
1732 OLD STAGE ROAD, PO BOX 200
DECORAH, IA 52101

| ACCOUNT #/NAME | | JOB NAME | | CUSTOMER ORDER NO. | | | | | |
|-----------------------|---------------------|-------------------------------|------|--------------------|--------|------------|-------|-----------|-------|
| VK-82250 VOLTMER INC. | | GRIMES SIGNAL | | J39059 | | | | | |
| SALESPERSON | | SHIPPING INFORMATION | | SHIP VIA | | SHIP DATE | | | |
| 6542 JOE | | PREPAID | | OUR TRUCK | | 06/30/2016 | | | |
| QTY ORDERED | PRODUCT CODE | DESCRIPTION | CODE | QTY SHIPPED | PRICE | P E R | DISC. | EXTENSION | C / D |
| 450 | PVC COND1 | 1-IN-PVC-SCHED-40-10FT | | 450 | 25.50 | C | | 114.75 | 0.0 |
| 40 | CARLN UA9AFRCTN | 1IN STD 90D ELL | | 40 | 33.88 | C | | 13.55 | 2.0 |
| 80 | CARLN E940F | 1IN PVC COUPLING | | 80 | 13.11 | C | | 10.49 | 0.0 |
| 40 | CARLN E997F | 1IN SCH 40 E BELL | | 40 | 119.00 | C | | 47.60 | 0.0 |
| 3000 | PVC COND2 | 2-IN-PVC-SCHED-40-10FT | | 3000 | 53.99 | C | | 1619.70 | 0.0 |
| 10 | COND GALV2 | 2-IN GALVANIZED RIGID CONDUIT | | 10 | 399.00 | C | | 39.90 | 0.0 |
| 34 | CARLN UA9AJ | 2IN SCH40 90D ELBOW | | 34 | 91.21 | C | | 31.01 | 0.0 |
| 150 | PVC COND3 | 3-IN-PVC-SCHED-40-10FT | | 150 | 103.25 | C | | 154.88 | 0.0 |
| 500 | PVC CONDS803 | 3-IN-PVC-SCHED-80-10FT | | 500 | 155.99 | C | | 779.95 | 2.0 |
| 14 | CARLN UA9AL | 3IN 90D PVC ELBOW | | 14 | 274.32 | C | | 38.40 | 0.0 |
| 28 | CARLN E940L | 3IN SCH40 CPLG | | 28 | 91.00 | C | | 25.48 | 0.0 |
| 14 | CARLN E997L | 3IN SCH 40 E BELL | | 14 | 189.01 | C | | 26.46 | 0.0 |
| 16 | CARLN VC9962 | CLEAR CEMENT QUART | | 16 | 669.26 | C | | 107.08 | 0.0 |
| 4 | IDEAL 31358 | 1QT SQZ WAX PULL COMP | | 4 | 8.15 | E | | 32.60 | 0.0 |
| 25 | MAD 1901 | 1LB SEAL FLEX COMPOUND | | 25 | 103.37 | C | | 25.84 | 0.0 |
| 4 | 3M 17003/4X60FT | VNL TAPE | | 4 | 0.77 | E | | 3.08 | 0.0 |
| 1 | 3M 33+SUPER3/4X66FT | VNL ELECL TAPE | | 1 | 3.75 | E | | 3.75 | 0.0 |
| SHIP COMPLETE | | | | | | | | | |

GL # 1-5110 Amount \$ 3,074.52 ✓
 Job # 116041
 Heritage
 Approval DAA
 SPM - Decorah Shop

Line Item #115

| | | | |
|---|--|------------------|-----------------|
| TITLE TO MERCHANDISE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER. | CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES. | MERCHANDISE | 3074.52 |
| MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THRU ERROR ON OUR PART. | B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL. | SALES TAX | 0.00000 0.00 |
| A SERVICE CHARGE OF 1.5% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY CONTRACT IN THIS STATE, WILL BE MADE ON ALL PAST DUE ACCOUNTS. | C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY. | SHIPPING CHARGE | 0.00 |
| THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. | NET PAYMENT IS DUE BY THE 15TH OF THE MONTH FOLLOWING PURCHASE | TOTAL DUE | 3,074.52 |

Prepared by & Return to: Timothy C. Hogan, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION AND RELEASE OF EASEMENT is dated this ____ day of _____, 2016, and made by and between **KENNYBROOK DEVELOPMENT, LLC**, an Iowa limited liability company, **PEPPERWOOD GLEN ONE LLC**, an Ohio limited liability company, and the **CITY OF GRIMES, IOWA**, a municipal corporation (“Grantors”), and **EBH, INC.**, an Iowa corporation (“Grantee”).

WHEREAS, Grantors and Grantee are successor parties under that certain Easement and Agreement dated April 26, 1965 and recorded May 13, 1965 in Book 3682 at Page 459 (the “Easement Agreement”) relating to that portion of Grantors’ property more particularly described and depicted in Exhibit “A” to the Easement Agreement and the Vacation Plat attached as Exhibit “A” hereto (the “Easement Area”).

WHEREAS, the Easement Agreement Grantee the right to connect the drainage system serving property located to the south of the Easement Area and described as follows:

The SE 1/4 and the NE 1/4 of the SW 1/4 of Section 6, Township 79 North, Range 25, West of the 5th P.M., Grimes, Polk County, Iowa

(the “Benefitted Property”) to the drainage trunk line within the Easement Area and, thereafter, the obligation to construct, repair and maintain the drainage trunk line located within the Easement Area.

WHEREAS, Grantors are the sole titleholders of the Easement Area.

WHEREAS, Grantee is the sole titleholders of the Benefitted Property.

WHEREAS, the Easement is no longer used by or benefit to the Benefitted Property, it is no longer necessary to construct, repair or maintain the drainage trunk line located within the Easement Area and, therefore, the parties desire to terminate the Easement Agreement.

From: Ackerson, Jennifer [mailto:jackerson@iowatitle.com]
Sent: Wednesday, May 04, 2016 10:25 AM
To: Rebecca Rupp <rebecca@hoganlawoffice.net>
Subject: RE: Kennybrook South - Easement

No. 6 F. A. Clark, EASEMENT AND AGREEMENT
3682-459 single and Dated April 26, 1965
Kenneth H. Clark and Filed May 13, 1965
Venus A. Clark,
husband and wife,
Grantors
and
Grace Co.
By President
By Secretary
Grantee

Whereas, grantors are the owners of the following described real estate in Polk County, Iowa, to-wit:

The East 1/2 of the NW 1/4 and the NE 1/4 of Section 6, Township 79 North Range 25, West of the 5th P.M. and

Whereas, grantee is the owner of the following described real estate in Polk County, Iowa, to-wit:

The SE 1/4 and the NE 1/4 of the SW 1/4 of Section 6, Township 79 North Range 25, West of the 5th P.M., and

Whereas, grantee is constructing a drainage system on its land and desires to construct a trunk line from said system across the land of grantors.

-continued-

No. 6
(Cont.)

Now, therefore, in consideration of the mutual agreements herein contained, it is agreed as follows:

(1) The grantors hereby grant and convey to grantee an easement and right of way 20 feet in width across grantors' above described land, the center line of which shall be the line shown on the plat attached hereto, marked Exhibit "A" and made a part hereof, for the purpose of constructing, repairing and maintaining a drainage trunk line across said land.

(2) That in consideration of the granting of said easement and as a condition thereof, the grantee agrees that the grantors having an existing drainage system with a trunk line roughly parallel to and approximately 30 feet West of the grantee's proposed trunk line, which system is functioning effectively and grantee agrees at its cost to connect said existing trunk line of grantors' system to grantee's proposed trunk line at a point shown on the attached plat and warrants that its trunk line will be adequate to effectively drain the grantors' premises.

(3) That in consideration of the granting of said easement grantee agrees that in crossing any of the laterals of grantors' existing drainage system with grantee's trunk line, it will bridge said laterals or connect said laterals to its trunk line and warrants that said laterals will be bridged by its trunk line or connected to its trunk line in such a manner as to insure that said laterals will continue to function effectively.

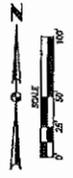
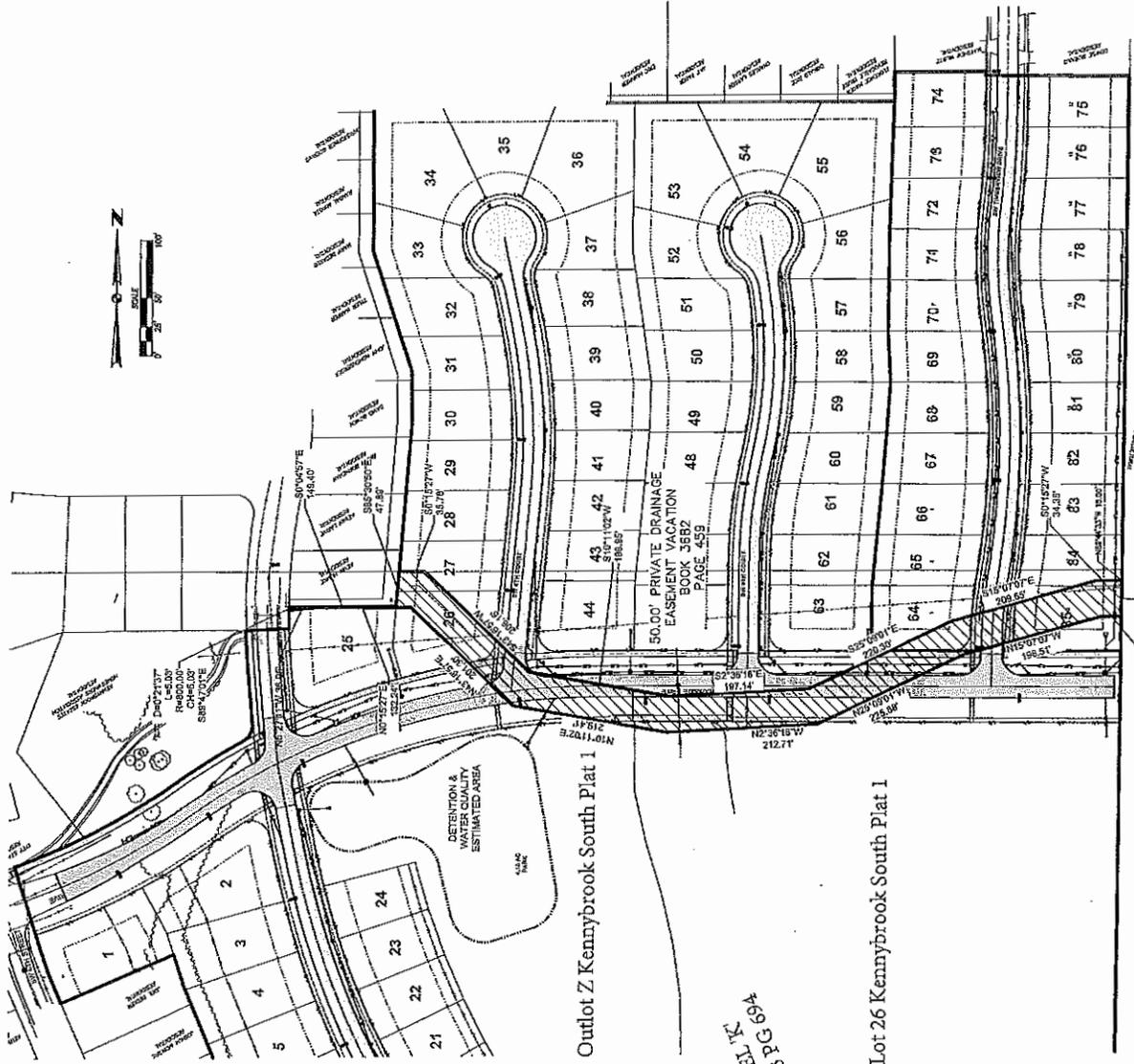
(4) The construction, repair and maintenance of this drainage project shall be done in accordance with the standards of the Department of Agriculture Soil Conservation Service and shall be at the sole expense of the grantee and grantee shall, after each entry onto grantors' land for constructing, repairs or maintenance, replace the surface of grantors' land in substantially the condition it was prior to such entry and shall pay grantors for any damage to their fences, crops or drainage system resulting from the construction, repairs and maintenance of said trunk line.

(5) These agreements are for the benefit of the respective premises of grantors and grantee and shall run with the land and shall be binding upon the heirs, personal representatives and assigns of the parties hereto, but may be released at any time by a mutual release executed by the then owners of said premises.

In witness whereof, we have hereunto set our hands and seal on the date first above written.

Note:

Corporate Seal is not affixed.



Outlot Z Kennybrook South Plat 1

Lot 26 Kennybrook South Plat 1

PT. PARCEL XT
BK 1493 PG 694

PT. E. 1/2 OF THE NW 1/4
SEC. 6-19-25

NOW, THEREFORE, in consideration of the above premises, Grantors and Grantee hereby covenant and agree that the Easement Agreement is hereby terminated, released and discharged in its entirety and of no further force or effect.

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

GRANTOR:

KENNYBROOK DEVELOPMENT, LLC,
an Iowa limited liability company

By: _____
William B. Spencer, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on _____, 2016, by William B. Spencer, Manager of Kennybrook Development, LLC.

By: _____
Notary Public

GRANTOR:

PEPPERWOOD GLEN ONE LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____, COUNTY OF _____:

This record was acknowledged before me on _____, 2016, by
_____, as _____ of
Pepperwood Glen One LLC.

By: _____
Notary Public

GRANTOR:

CITY OF GRIMES, IOWA

ATTEST:

By: _____
Rochelle Williams, City Clerk

By: _____
Tom Armstrong, Mayor

STATE OF IOWA, COUNTY OF POLK:

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Armstrong and Rochelle Williams, to me personally known who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa, a municipal corporation; that this record was signed on behalf of the City of Grimes, Iowa, by authority of its City Council, and that Tom Armstrong and Rochelle Williams acknowledged execution of this record to be the voluntary act and deed of the City of Grimes, Iowa, by it and by them voluntarily executed.

By: _____
Notary Public

GRANTEE:

EBH, INC., an Iowa corporation

By: _____
Jennifer Sydney Goodwin, President

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on _____, 2016, by Jennifer Sydney Goodwin, President of EBH, Inc.

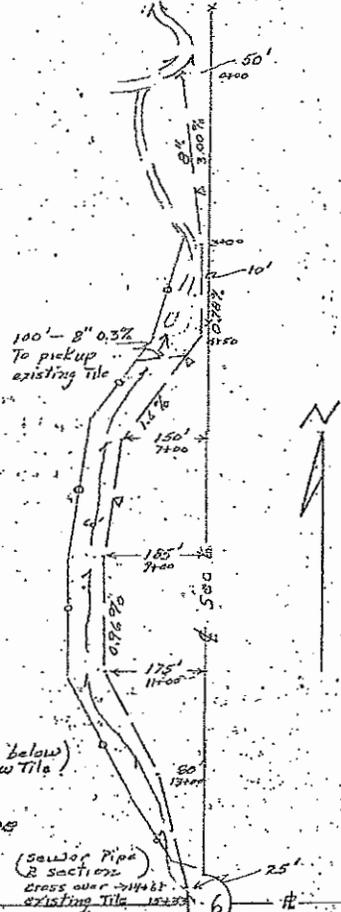
By: _____
Notary Public

USE THIS DRAIN TILE MAP TO PLAN AND RECORD YOUR TILE SYSTEM

BY R.L. King DATE _____ SUBJECT Grace Co. Farm SHEET NO. 3 OF _____
 CRKD. BY _____ DATE _____ Clark Farm JOB NO. 72-25-6

Drainage Coefficient 1" Acres 35
 From South 1/2 Section 6

| Stat | Cut | |
|-------|-------------------------------|--------------------------|
| 0+10 | 2.75 | 1-800' 5" |
| 1+00 | 4.37 | |
| 2+00 | 4.57 | 1-800' 5" |
| 3+00 | 4.05 | |
| 4+00 | 4.61 | 880' 0" |
| 4+50 | 5.96 | |
| 5+00 | 5.32 | 1-800' 5" |
| 6+00 | 4.26 | 800' 0" |
| 7+00 | 4.16 | |
| 8+00 | 5.21 | 1-800' 5" |
| 9+00 | 4.63 | |
| 10+00 | 4.97 | |
| 11+00 | 4.30 | 800' 0" |
| 12+00 | 4.53 | 0.966% |
| 13+00 | 4.53 | |
| 14+00 | 5.38 | |
| 14+61 | (old Tile 10' below new Tile) | |
| 15+00 | 3.87 | |
| 15+33 | FENCE line | |
| 15+35 | 4.51 | |
| 16+00 | 4.50 | |
| 0+00 | 5.22 | To pick up existing Tile |
| 0+40 | 4.59 | |
| 0+95 | 5.20 | |



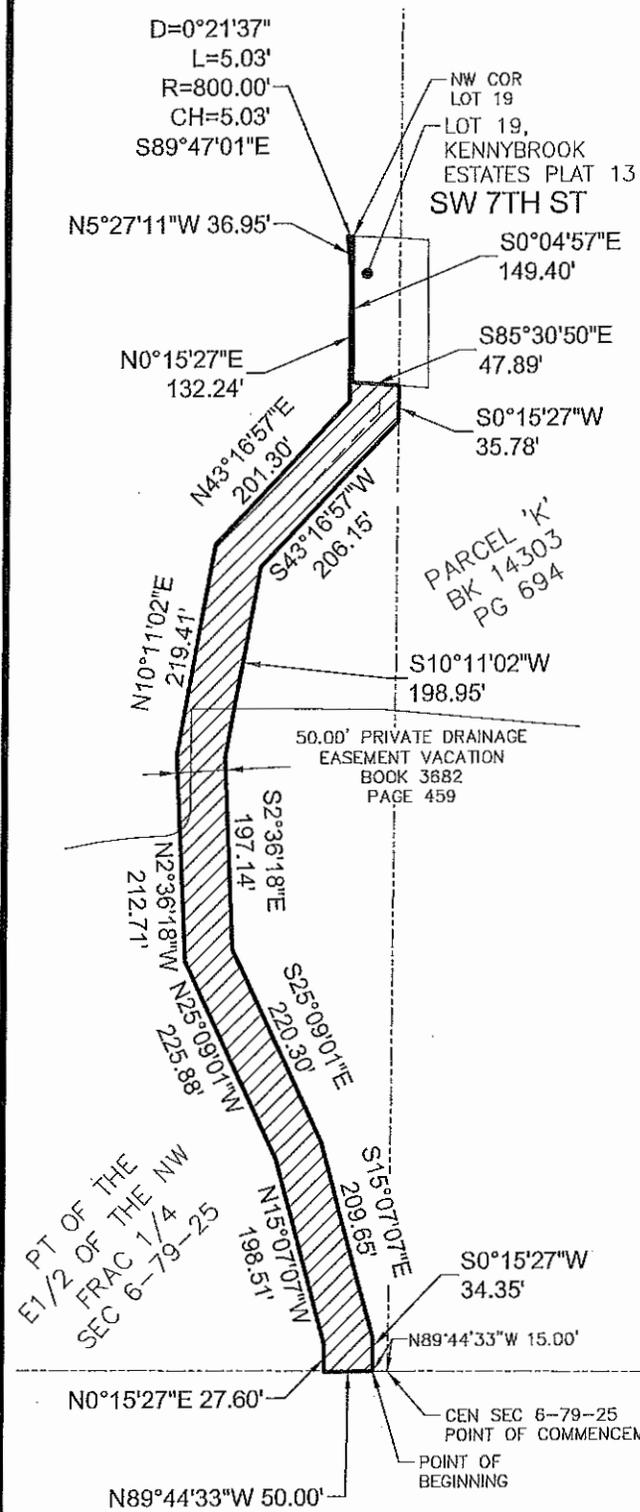
- order
- 1 - 6" x 20' CMP
 - 1 - 8" Frame & Cover
 - 1650 - 8" Tile
 - 1 - 8x8y (existing tile v.)
 - 1 - 6x8y (Junction)
 - 5 - 5x8y
 - 2 - sections 8" sewer pipe for crossing dully Existing drain at 14+61

Your Tile Drainage System is Only As Good As The Tile Installed!
 Use and Recommend Hard-Burned DENISON CLAY DRAIN TILE!
 A Product of the MASON CITY BRICK AND TILE COMPANY

LEGENDS FOR TILE DRAINAGE MAPS

| | | | |
|---------------------------------|---------------------------|---|---------------------------------------|
| SECTION CORNER $\frac{5}{8}$ | SECTION CENTER \odot 23 | DRAIN TILE EXISTING \circ | LATERALS UNLESS SIZE IS NOTED \circ |
| PROPERTY LINE $\frac{8}{8}$ | | PROPOSED \circ | DEPTH & SPACING \circ |
| PERMANENT FENCE \times | | CHANGE OF SIZE $\frac{6}{8}$ | |
| WATERSHED BOUNDARY --- | | GRADE BREAK $\frac{0.5}{0.7}$ | |
| DRY AREAS --- | | INSPECTION WELL --- | |
| WATERWAY, EXISTING --- | | SURFACE INLET --- | |
| PROPOSED --- | | JUNCTION BOX --- | |
| DITCH, EXISTING --- | | FRENCH DRAIN --- | |
| PROPOSED --- | | OUTLET STRUCTURE --- | |
| FRENCH WALL --- | | VELOCITY CAPACITY DRAINAGE --- | |

EXHIBIT 'A' - VACATION PLAT

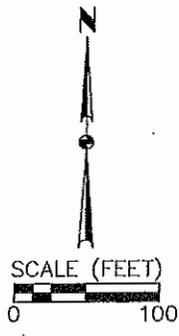


OWNER
 DILIGENT KENNYBROOK LLC
 12119 STRATFORD DRIVE, SUITE B
 CLIVE, IA 50325

**PRIVATE DRAINAGE EASEMENT
 VACATION DESCRIPTION:**

A PART OF PARCEL 'K' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 14303, PAGE 694, POLK COUNTY, IOWA AND A PART OF THE OF THE EAST HALF OF THE NORTHWEST QUARTER ALL IN SECTION 6, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 6, THENCE NORTH 89°44'33" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°44'33" WEST ALONG SAID SOUTH LINE, 50.00 FEET; THENCE NORTH 00°15'27" EAST, 27.60 FEET; THENCE NORTH 15°07'07" WEST, 198.51 FEET; THENCE NORTH 25°09'01" WEST, 225.88 FEET; THENCE NORTH 02°36'18" WEST, 212.71 FEET; THENCE NORTH 10°11'02" EAST, 219.41 FEET; THENCE NORTH 43°16'57" EAST, 201.30 FEET; THENCE NORTH 00°15'27" EAST, 132.24 FEET; THENCE NORTH 05°27'11" WEST, 36.95 FEET TO THE EASTERLY LINE OF KENNYBROOK ESTATES PLAT 13, AN OFFICIAL PLAT; THENCE EASTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 800.00 FEET, WHOSE ARC LENGTH IS 5.03 FEET AND WHOSE CHORD BEARS SOUTH 89°47'01" EAST, 5.03 FEET TO THE NORTHWEST CORNER OF LOT 19, SAID KENNYBROOK ESTATES PLAT 13; THENCE SOUTH 00°04'57" EAST ALONG THE WEST LINE OF SAID LOT 19, A DISTANCE OF 149.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19; THENCE SOUTH 85°30'50" EAST ALONG THE SOUTH LINE OF SAID LOT 19, A DISTANCE OF 47.89 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00°15'27" WEST, 35.78 FEET; THENCE SOUTH 43°16'57" WEST, 206.15 FEET; THENCE SOUTH 10°11'02" WEST, 198.95 FEET; THENCE SOUTH 02°36'18" EAST, 197.14 FEET; THENCE SOUTH 25°09'01" EAST, 220.30 FEET; THENCE SOUTH 15°07'07" EAST, 209.65 FEET; THENCE SOUTH 00°15'27" WEST, 34.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.27 ACRES (55,523 SQUARE FEET).



FILE: H:\2015\1502067\DWG\1502067-VACATION PLAT.DWG
 FILE DATE: 12/10/15 DATE PLOTTED: 12/11/2015 10:23 AM
 PLOTTED BY: MIKE LEE

From: Rebecca Rupp [<mailto:rebecca@hoganlawoffice.net>]
Sent: Wednesday, May 04, 2016 9:57 AM
To: Ackerson, Jennifer <jackerson@iowatitle.com>
Subject: Kennybrook South - Easement

Jennifer,

Evidently there is an Easement and Agreement to Grace Co. in Book 3682, Page 459 for drainage system within Parcel K which is being replatted as Kennybrook South Plat 2. Attached is a copy of the POS for Parcel K and the draft final plat. I don't find that we included this easement in our title opinions, but it is included in the Title Commitment issued for Lot 26 of Kennybrook South Plat 1 in the sale to Pepperwood Glen. Would you please provide me with a copy of the easement document and let me know if you might have any other information or comments on this easement. Thank you.

Rebecca Rupp - Legal Assistant
Hogan Law Office

From: Erin Ollendike [<mailto:ErinO@cda-eng.com>]
Sent: Tuesday, April 26, 2016 10:23 AM
To: Rebecca Rupp <rebecca@hoganlawoffice.net>
Cc: Nick Halfhill (nhalfhill@lmcompanies-inc.com) <nhalfhill@lmcompanies-inc.com>
Subject: Kennybrook South Plats 2, 3 and 4

Rebecca,

Attached are final plats for Kennybrook South Plats 2-4 that we will be submitting into Grimes for review. We discovered while doing an ALTA for the Pepperwood Glen property that there is a private drainage easement that you will see shows up on Kennybrook South Plat 2 across Lot 20. This private easement will need to be abandoned between the two property owners. Is that something you put together? We will wait to do legal descriptions of the easements until we get some city comments. Let me know if you have any questions or require anything further from me at this time. Thanks.

Erin Ollendike, P.E. | *project manager*
CIVIL DESIGN ADVANTAGE LLC
3405 SE Crossroads Drive, Suite G Grimes, IA 50111
d 515.369.4429 o 515.369.4400 c 515.208.9188
ErinO@cda-eng.com www.CDA-eng.com

METHOD FOR MEASURING FLOOR AREA IN RETAIL BUILDINGS

1. IBC's (Int. Council of Shopping Centers) Dictionary of Shopping Center Terms, 3rd Edition & IBC (Int. Building Code) definitions are the basis for the method of measurement used to compute the floor area of this building. The standard unit of measurement used by the shopping center industry & IBC is Gross Leasable Area (GLA). The GLA is the total area of the building, including all areas used for retail, food service, and other purposes, and is measured from the outside of the tenant walls. All tenant areas, including areas used for storage, shall be included in calculating gross leasable area. (Section 402)

2. IBC's definition of GLA (Gross Leasable Area): "The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors and it is measured from the center line of joint partitions and from outside wall faces."

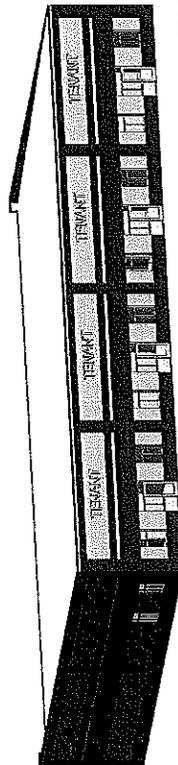
3. GLA's net area is computed by measuring the area enclosed by the most outward exterior finished surface of permanent outer building wall. No deduction shall be made for columns and projections necessary to the building. Balconies and Patios, covered or uncovered, are not included, these areas are provided separately.

4. IBC's definition of GLA (Gross Leasable Area): "The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors and it is measured from the center line of joint partitions and from outside wall faces."

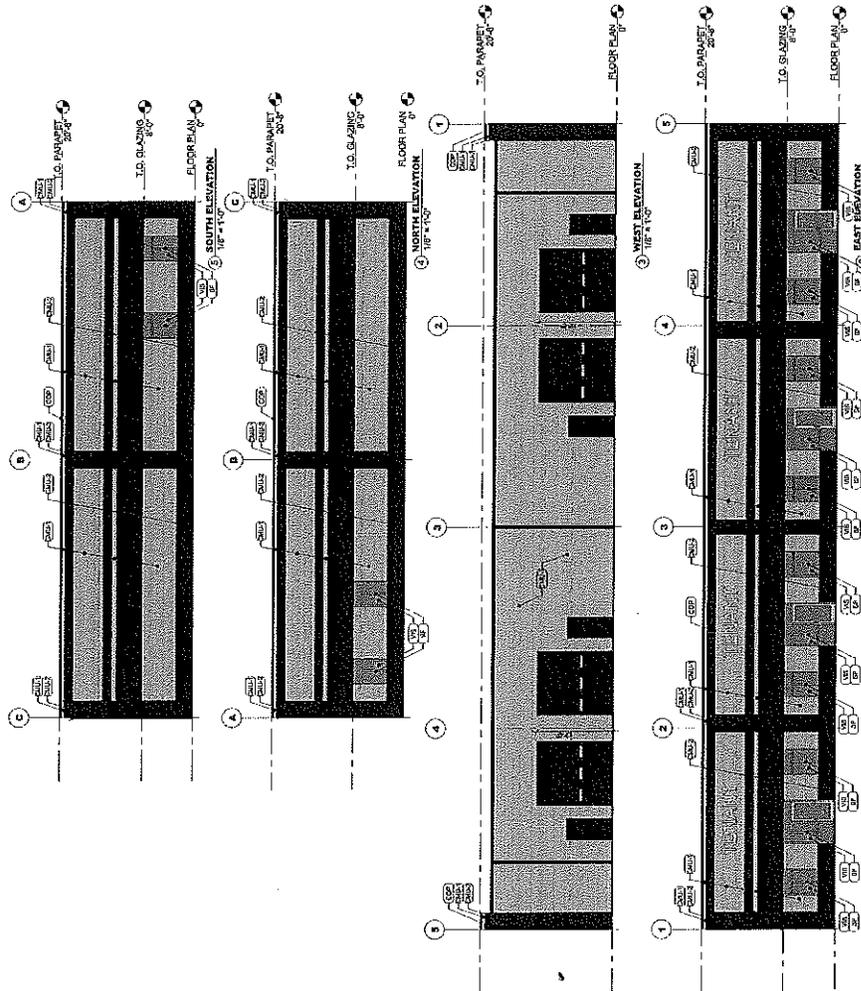
5. IBC's definition of GLA (Gross Leasable Area): "The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors and it is measured from the center line of joint partitions and from outside wall faces."

6. IBC's definition of GLA (Gross Leasable Area): "The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors and it is measured from the center line of joint partitions and from outside wall faces."

| EXTERIOR MATERIAL LEGEND | |
|--------------------------|---|
| MAT. LABEL | MATERIAL DESCRIPTION |
| CMU-1 | 8"X8"X16" CONCRETE MASONRY UNIT, SMOOTH, NATURAL COLOR, CLEAR SEALANT, NATURAL MORTAR |
| CMU-2 | 8"X8"X16" CONCRETE MASONRY UNIT, SPLIT FACE, COLOR DARK GRAY, CLEAR SEALANT, NATURAL MORTAR |
| COF | 1/2" COATED STEEL CORRUGATED PANELS, PIRESTONE METAL JOISTS, COLOR: CHARCOAL |
| SF | T-6 ALUMINUM STOREFRONT FRAMING, CLEAR ANODIZED FINISH |
| VIS | 1" INSULATED VISION GLASS, CLEAR W/ LOW E |



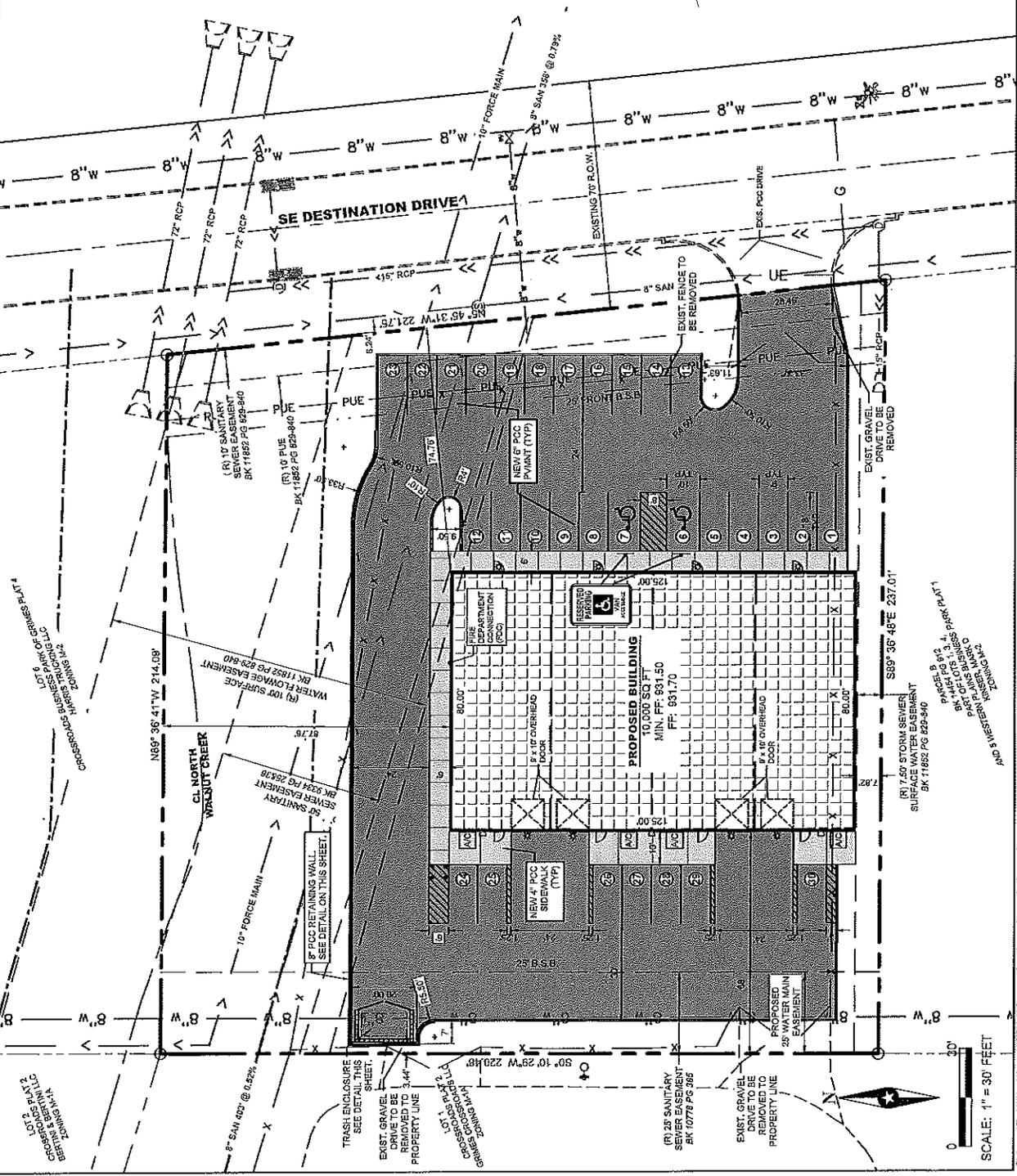
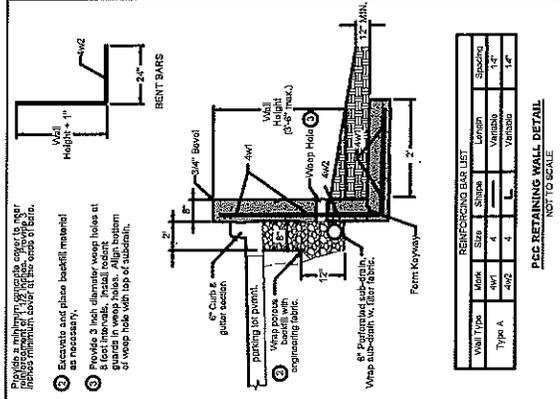
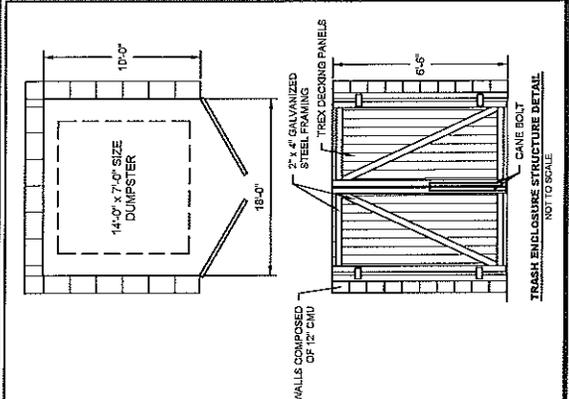
1 SOUTH EAST VIEW



FLEX BUILDING
3430 DESTINATION DRIVE OPT 1
GRIMES, IOWA
MARCH 17, 2016

SIMONSON
SIMONSON ENGINEERING & ARCHITECTURE, LLC
1015 EAST 15TH AVENUE
DES MOINES, IOWA 50319
PH: 515.281.1500
WWW.SIMONSONIA.COM

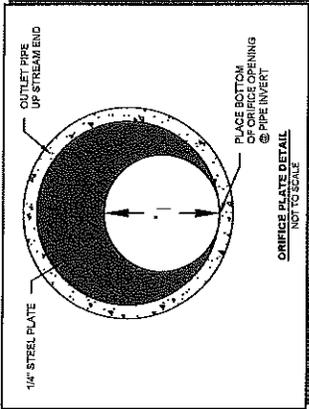
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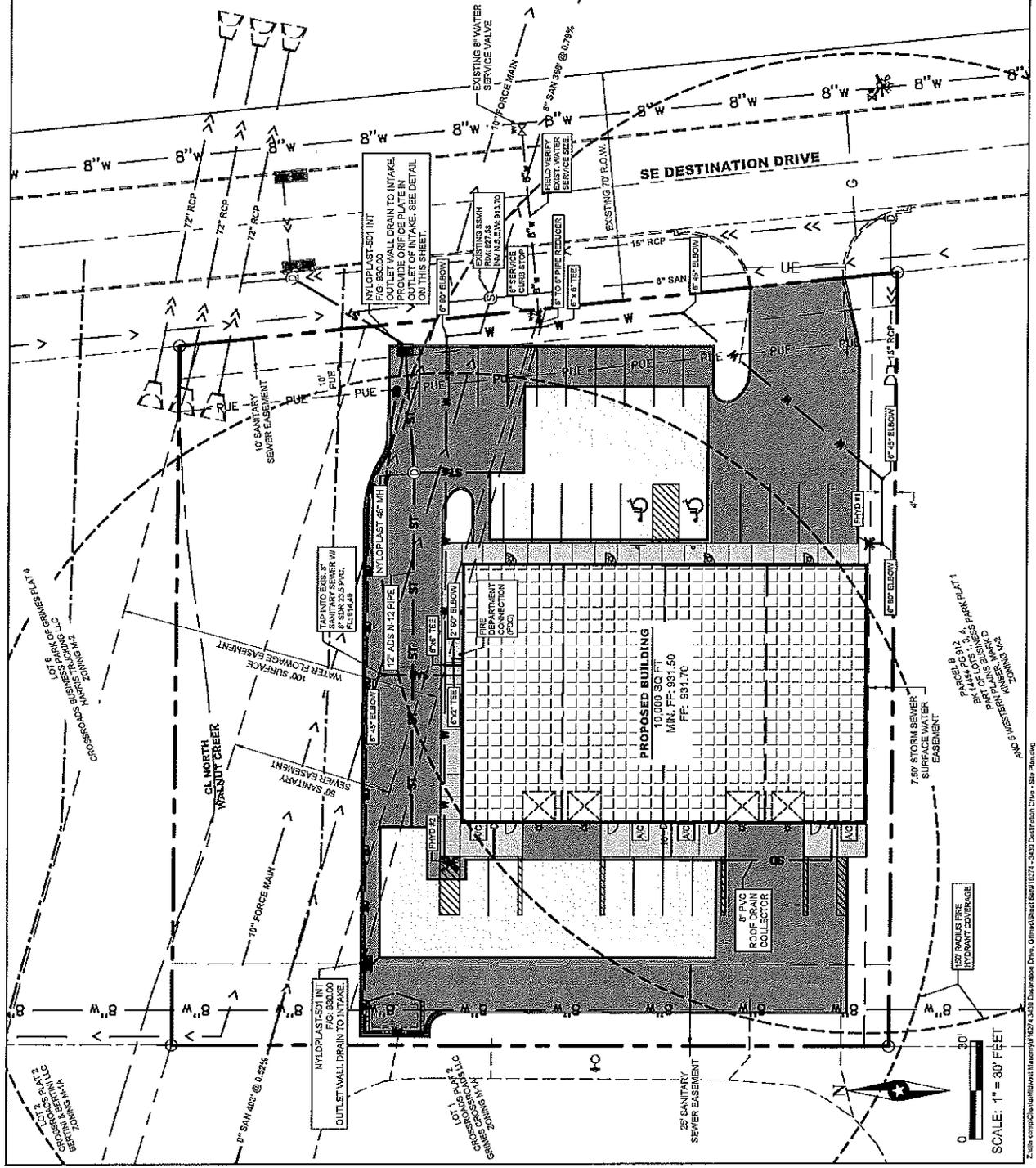
ABAGI CONSULTING, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 101 NE RICE DRIVE, GRIMES, IOWA 50111
 PH: (515) 998-0016 FAX: (515) 998-0088

| | |
|------------------|-----------------------------|
| PROJECT NO: | 16274 |
| DRAWING FILE NO: | 16-00060 |
| DESIGNED BY: | DJD |
| ISSUE DATE: | 7/25/2016 |
| PROJECT NO: | 16274 |
| DRAWING FILE NO: | 16-00060 |
| DESIGNED BY: | LCS |
| DATE: | 07-27-2016 SECOND SUBMITTAL |
| DATE: | 07-13-2016 FIRST SUBMITTAL |

UTILITY PLAN
 SITE PLAN - 3430 SE DESTINATION DRIVE
 3430 SE DESTINATION DRIVE, GRIMES, POLK COUNTY, IOWA
 SHEET: **C-03**



STORM TECH UNDERGROUND
 DETENTION CHAMBERS



SCALE: 1" = 30' FEET
 0 30'

Z:\file\comp\charlie\mhw\mhw\p148274_3430 Destination Drive - Grimes\Draw\Sheet\16274 - 3430 Destination Drive - Site Plan.dwg

Resolution 08-0116 of Necessity

WHEREAS, the City Council of the City of Grimes, Iowa, has adopted a preliminary resolution in accordance with Section 384.42 of the Code of Iowa, covering the SE 11th Street Extension project (the "Project"); and

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

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

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

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

The SW Corner of Street Lot A of Destination Ridge Plat 4 to the SE Corner of Street Lot A of Destination Ridge Plat 4.

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

All of Lot 1 of Destination Ridge Plat 4 except street ROW, and Part of Parcel E generally described as 600 ft south of the North 50' of Parcel E except that portion deeded to the city of Grimes Recorded on October 10, 2007, in Book 12404, Page 812.

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

Section 4. This Council will meet at 5:30 o'clock p.m., on the 9th day of August 2016, at the Grimes City Hall, in the City, at which time and place it will hear the property owners subject to the proposed assessment or assessments and interested parties for or against the Project, its cost, the assessment thereof or the boundaries of the properties to be assessed.

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

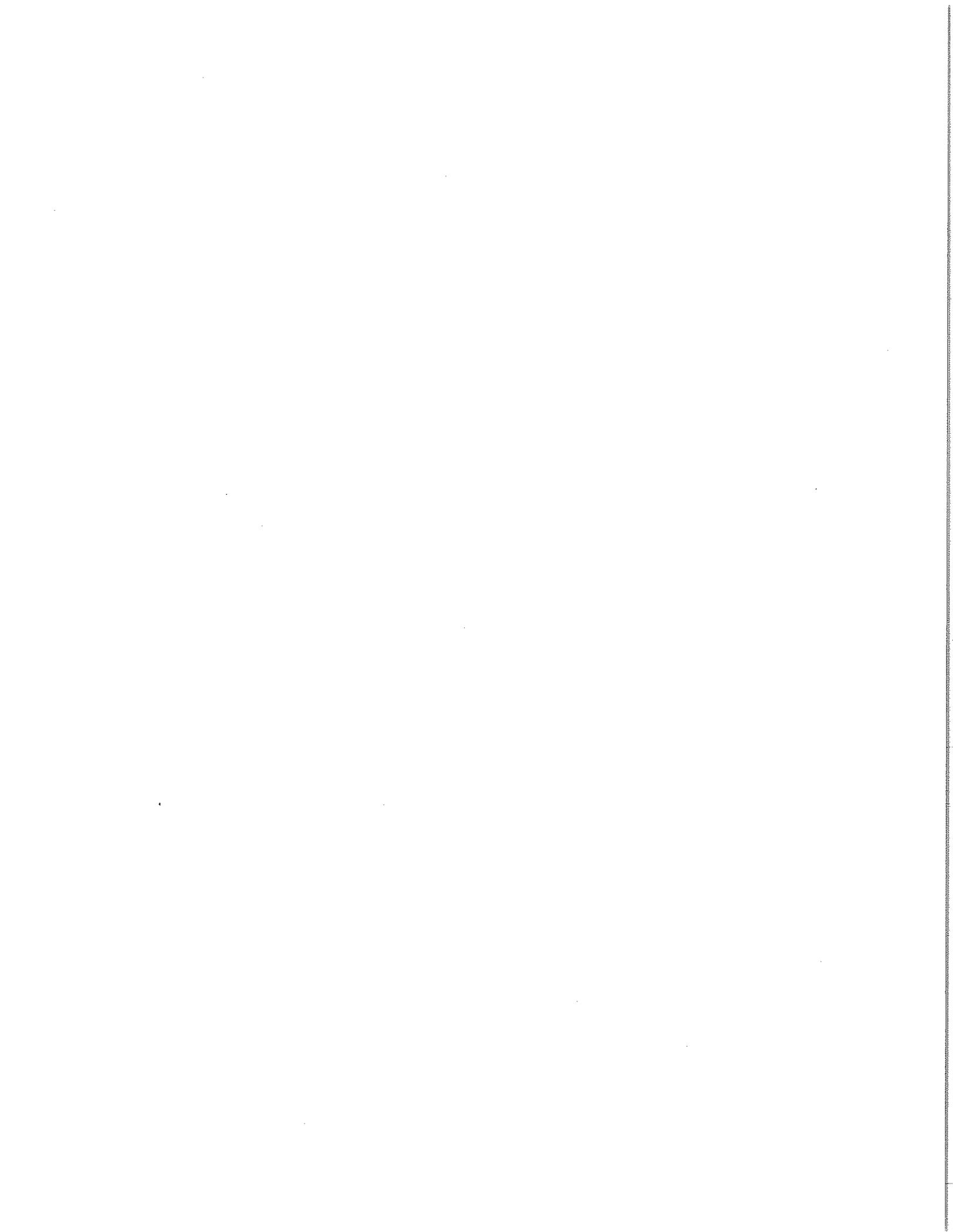
Section 6. All resolutions, parts of resolutions, or actions of the Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved the 9th day of August, 2016

Mayor Thomas M. Armstrong

Attest:

Rochelle Williams - City Clerk



Notice of Award

| | |
|---|---|
| Project: SE 11th Street Extension | Date of Award: August 9, 2016 |
| Owner: City of Grimes | Owner's Contract No.: |
| Engineer: FOX Engineering Associates, Inc. | Engineer's Project No.: 1005-16B |
| Bidder: McAninch Corporation | |

You are notified that your Bid dated August 3, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for SE 11th Street Extension - Grimes, Iowa.

Work includes: : SE 11th Street Extension – approximately 1,125 ft of 31' wide, 8" PCC paving with associated grading, storm sewer, water main and associated items for the extension of SE 11th Street from current end of terminus, near SE Destination Drive, east to the Grimes City limit.

The Contract Price of your Contract is Five Hundred Seventy Six Thousand Six Hundred Five Dollars and 28/100 (\$576,605.28).

3 copies of each of the proposed Contract Documents accompany this Notice of Award.

A minimum of 5 sets of the Project Manual and Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:
 - a. Before you may start work at site; paragraph 2.01.B of the General Conditions provides that you must deliver to the Owner (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
 - b. Paragraph 2.05 states that before starting construction a preliminary progress schedule, a preliminary schedule of submittals, and a preliminary schedule of values are required.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of Grimes
Title: _____
Authorized Signature: _____

Copy to Engineer, Owner & Contractor



August 3, 2016

Mayor and City Council

City of Grimes
101 North Harvey Street
Grimes, IA 50111

SE 11th Street Extension – Recommendation of Award

FOX Ref No: 1005-16B.440

Dear Mayor and City Council:

The City of Grimes received bids on August 3, 2016 for the SE 11th Street Extension. The project consists of grading, storm sewer, water main, PCC paving and associated items for the extension of SE 11th Street from current end of terminus, near SE Destination Drive, to the East City Limits.

The City received 10 bids on the project. The Engineer's opinion of probable construction cost was \$650,000. The bids ranged from a high bid of \$726,371.65 to a low bid of \$576,605.28. A bid tabulation summary is enclosed for your reference.

McAninch Corporation of Des Moines, IA submitted the low bid of **\$576,605.28**. The low bid is \$73,394.72 below the Engineer's opinion (12% below).

McAninch performs much of their work in central Iowa and specializes in earthmoving and underground utility installation. In Grimes alone, they have constructed all of Meadowlark South PUD (Hubbell), Prairie Business Park (R&R Realty Group), Bomgaars, Edward Rose Apartments, and the SE Destination Drive Improvements.

FOX contacted McAninch Corporation to discuss their bid, schedule, and similar projects that they have completed. McAninch believes their bid is reasonable and has found no errors. McAninch believes the substantial (December 2, 2016), and final (June 1, 2017) completion dates will give enough time for the work to be completed. They've also stated that they are looking forward to getting started on this project right away after notice is given.

McAninch plans to utilize subcontractors to complete some of the work as follows:

- Paving (Concrete Technologies Inc.)
- Erosion Control (Pezzetti Erosion Control)
- Testing (Team Servicies)
- Traffic Control (Iowa Plains Signing)
- Pavement Markings (Quality Striping, Inc.)
- Survery (Civil Design Advantage)

To evaluate their Bid we discussed their current projects and reviewed their performance on previous projects. The firm has a history of satisfactory performance on similar projects in Iowa. Based on these investigations, we believe McAninch Corporation has the practical

knowledge of the work, adequate equipment and personnel, sufficient schedule, and financial resources to complete the work.

The City Council has directed that this project be constructed and that a portion of the cost of constructing the project be special assessed to benefiting property owners. In order to continue the special assessment process for the SE 11th Street Extension project, the City Council must conduct a public hearing on the proposed cost of the project and approve a number of resolutions as required by Iowa State Code.

Earlier, the appropriate resolutions were prepared for the City Council to establish the date of the special assessment hearing as August 9, 2016. CDA prepared the construction plans for the project and are on file with the City Clerk. FOX Engineering prepared the required Preliminary Assessment Plat and Preliminary Assessment Schedule that will be filed with the Polk County Treasurer's office after the preliminary resolution is approved.

The estimated total cost (fees) of the project is \$758,992.00 of which up to \$379,496.00 will be assessed. The assessment amount was determined by using the Developer's Agreement for SE 11th Street. The agreement states that Edward Rose Millennial Development, L.L.C. shall pay for the cost of the project, with 50% being reimbursed by the City in a 5-yr time period. The City's portion will be assessed to the south property owner and will be paid when they develop their property.

FOX Engineering recommends that the City Council proceed with the project, approve the resolution of necessity for the SE 11th Street Extension Special Assessment project and award the project to McAninch Corporation for their Total Bid of **\$576,605.28**.

We believe this represents the lowest responsive, responsible bid for the project and is in the best interests of the project. Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Grimes requirements.

According to bidding documents, the Council has the following options:

- Option 1: Award the project to McAninch Corporation for **\$576,605.28**
- Option 2: Reject all bids

We have enclosed the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Sincerely,
FOX Engineering Associates, Inc.

John Gade, P.E.

John Gade, P.E.

Enclosures: Bid Tab
Notice of Award

CC: John McMullen, McAninch Corporation



SE 11th Street Extension
Grimes, Iowa

BID DATE: August 3, 2016
FOX PN 1005-16B

| ITEM NO. | DESCRIPTION | QTY. | UNITS | CHECK OR BID BOND | | Engineer's Option | | McAinch Corporation | | Cenil Contractors, Inc | | Reginae Corp. | |
|--|--|------|-------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|----------------------------------|
| | | | | AMOUNT TO BE PAID TO THE ENGINEER | PERCENTAGE OF THE CONTRACT PRICE | AMOUNT TO BE PAID TO THE ENGINEER | PERCENTAGE OF THE CONTRACT PRICE | AMOUNT TO BE PAID TO THE ENGINEER | PERCENTAGE OF THE CONTRACT PRICE | AMOUNT TO BE PAID TO THE ENGINEER | PERCENTAGE OF THE CONTRACT PRICE | AMOUNT TO BE PAID TO THE ENGINEER | PERCENTAGE OF THE CONTRACT PRICE |
| DIVISION 2 - EARTHWORK | | | | | | | | | | | | | |
| 2.01 | Clear and Grub | AC | 2.88 | | \$2,400.00 | | \$8,935.00 | \$194.00 | \$631.76 | \$1,332.00 | \$3,649.48 | \$1,730.00 | \$5,057.50 |
| 2.02 | Topsoil, On-Site | CY | 3120 | | \$19,260.00 | | \$19,260.00 | \$3.96 | \$12,043.20 | \$8.00 | \$24,960.00 | \$7.25 | \$22,620.00 |
| 2.03 | Excavation, Class 10 | CY | 9655 | | \$3.00 | | \$28,965.00 | \$1.21 | \$11,682.55 | \$4.05 | \$39,102.75 | \$2.76 | \$26,551.25 |
| 2.04 | Subgrade Preparation | SY | 5118 | | \$4.50 | | \$23,031.00 | \$3.00 | \$15,354.00 | \$2.00 | \$10,236.00 | \$2.00 | \$10,236.00 |
| 2.05 | Subbase, Modified | SY | 5118 | | \$12.50 | | \$63,975.00 | \$7.20 | \$36,848.60 | \$7.85 | \$40,888.10 | \$10.26 | \$52,459.50 |
| 2.06 | Compaction, Taveling | LS | 1 | | \$2,500.00 | | \$2,500.00 | \$3,819.24 | \$3,819.24 | \$3,500.00 | \$3,500.00 | \$3,500.00 | \$3,500.00 |
| DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION | | | | | | | | | | | | | |
| 3.01 | Trench Foundation | TON | 50 | | \$25.00 | | \$1,250.00 | \$68.00 | \$1,400.00 | \$44.00 | \$2,200.00 | \$95.00 | \$1,250.00 |
| 3.02 | Replacement of Unsuitable Backfill Material | CY | 50 | | \$15.00 | | \$750.00 | \$71.00 | \$1,050.00 | \$15.00 | \$750.00 | \$45.00 | \$2,250.00 |
| 3.03 | Trench Compaction Testing | LS | 1 | | \$300.00 | | \$300.00 | \$1,432.08 | \$1,432.08 | \$3,500.00 | \$3,500.00 | \$3,500.00 | \$3,500.00 |
| DIVISION 4 - SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | Storm Sewer, Trenched, RCP, 15 In. Dia. | LF | 32 | | \$55.00 | | \$1,760.00 | \$11.00 | \$3,552.00 | \$88.00 | \$2,816.00 | \$70.00 | \$2,240.00 |
| 4.02 | Storm Sewer, Trenched, RCP, 24 In. Dia. | LF | 710 | | \$58.00 | | \$40,780.00 | \$120.00 | \$85,200.00 | \$78.00 | \$55,380.00 | \$87.00 | \$61,770.00 |
| 4.03 | Storm Sewer, Trenched, RCP, 36 In. Dia. | LF | 205 | | \$90.00 | | \$18,450.00 | \$167.00 | \$34,235.00 | \$117.00 | \$23,985.00 | \$126.00 | \$25,800.00 |
| 4.04 | Removal of Storm Sewer, RCP, 30 In. Dia. | LF | 30 | | \$15.00 | | \$450.00 | \$37.00 | \$1,110.00 | \$41.00 | \$1,230.00 | \$20.00 | \$600.00 |
| 4.05 | Subdrain, Perforated PVC, 6 In. Dia. | LF | 1410 | | \$5.00 | | \$7,050.00 | \$16.32 | \$23,011.20 | \$16.80 | \$23,568.00 | \$47.00 | \$1,200.00 |
| 4.06 | Subdrain, Clearout, Type A-1, 6 In. Dia. | EA | 1 | | \$650.00 | | \$650.00 | \$459.00 | \$459.00 | \$72.00 | \$72.00 | \$1,400.00 | \$2,800.00 |
| 4.07 | Subdrain, Clearout, Type B, 24 In. Dia. | EA | 2 | | \$900.00 | | \$1,800.00 | \$1,936.00 | \$3,872.00 | \$1,690.00 | \$3,380.00 | \$70.00 | \$2,590.00 |
| 4.08 | Subdrain, Outlets and Connections, RCP/INTX/WH, 6 In. Dia. | EA | 7 | | \$500.00 | | \$3,500.00 | \$357.00 | \$2,499.00 | \$370.00 | \$2,590.00 | \$600.00 | \$6,000.00 |
| 4.09 | Tile Repair, 4 In. Dia. - 8 In. Dia. | LF | 50 | | \$10.00 | | \$500.00 | \$65.00 | \$1,625.00 | \$50.00 | \$2,500.00 | \$25.00 | \$1,250.00 |
| DIVISION 5 - WATER MAIN AND APPURTENANCES | | | | | | | | | | | | | |
| 5.01 | Water Main, Trenched, PVC, 8 In. Dia. | LF | 89 | | \$40.00 | | \$3,560.00 | \$27.00 | \$3,265.00 | \$38.50 | \$3,425.50 | \$41.00 | \$3,649.00 |
| 5.02 | Water Main, Trenched, PVC, 12 In. Dia. | LF | 1087 | | \$45.00 | | \$48,815.00 | \$35.00 | \$37,845.00 | \$42.50 | \$46,197.50 | \$46.00 | \$49,915.00 |
| 5.03 | Valve, Gate, 8 In. Dia. | EA | 1 | | \$1,000.00 | | \$1,000.00 | \$1,224.00 | \$1,224.00 | \$1,380.00 | \$1,380.00 | \$1,400.00 | \$1,400.00 |
| 5.04 | Valve, Gate, 12 In. Dia. | EA | 2 | | \$1,300.00 | | \$2,600.00 | \$1,977.00 | \$3,954.00 | \$2,350.00 | \$4,700.00 | \$2,800.00 | \$4,400.00 |
| 5.05 | Fire Hydrant Assembly | EA | 4 | | \$4,500.00 | | \$18,000.00 | \$4,552.00 | \$18,208.00 | \$4,400.00 | \$17,600.00 | \$5,800.00 | \$21,200.00 |
| 5.06 | Flushing Device (Blowoff), 6-in. Dia. | EA | 1 | | \$1,050.00 | | \$1,050.00 | \$3,675.00 | \$3,675.00 | \$4,300.00 | \$4,300.00 | \$5,000.00 | \$5,000.00 |
| 5.07 | Flushing Device (Blowoff), 12-in. Dia. | EA | 1 | | \$2,200.00 | | \$2,200.00 | \$3,726.00 | \$3,726.00 | \$4,400.00 | \$4,400.00 | \$5,100.00 | \$5,100.00 |
| DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | Manshole, Type SW-4C1, 72 In. Dia. (Storm Sewer) | EA | 1 | | \$4,000.00 | | \$4,000.00 | \$5,954.00 | \$5,954.00 | \$4,720.00 | \$4,720.00 | \$9,200.00 | \$9,200.00 |
| 6.02 | Intake, Type SW-501, Single Graze Intake | EA | 2 | | \$2,800.00 | | \$5,600.00 | \$3,101.00 | \$6,202.00 | \$2,115.00 | \$4,230.00 | \$3,650.00 | \$7,300.00 |
| 6.03 | Intake, Type SW-502, Single Graze Intake with Manshole | EA | 2 | | \$4,000.00 | | \$8,000.00 | \$7,289.00 | \$14,578.00 | \$4,075.00 | \$8,150.00 | \$5,500.00 | \$11,000.00 |
| DIVISION 7 - STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | Pavement, PCC, 8 In. | SY | 4453 | | \$50.00 | | \$222,650.00 | \$45.39 | \$202,131.57 | \$46.50 | \$207,054.50 | \$44.50 | \$198,158.50 |
| 7.02 | Shoulder, PCC, 6 In. | SY | 17 | | \$45.00 | | \$765.00 | \$31.80 | \$1,560.00 | \$27.00 | \$1,473.00 | \$35.00 | \$1,445.00 |
| 7.03 | Detachable Warning | SF | 20 | | \$45.00 | | \$900.00 | \$30.60 | \$612.00 | \$46.00 | \$920.00 | \$45.00 | \$900.00 |
| 7.04 | Driveway, Paved, PCC, 7 In. | SY | 150 | | \$46.00 | | \$6,900.00 | \$51.00 | \$7,650.00 | \$46.00 | \$6,900.00 | \$45.00 | \$6,750.00 |

BID TABULATION

SE 11th Street Extension
Grimes, Iowa

BID DATE: August 3, 2016
FOX PN 1005-18B

| ITEM NO. | DESCRIPTION | QTY | UNITS | Engineer's Opinion | | McAninch Corporation | | Corral Contractors, Inc. | | Rogness Corp. | |
|--|--|-----|-------|--------------------|-------------|----------------------|-------------|--------------------------|-------------|---------------|-------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| CHECK OR BID BOND | | | | | | | | | | | |
| CONTRACTORS: | | | | | | | | | | | |
| 8.01 | Traffic Control | LS | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$1,650.00 | \$1,650.00 | \$3,000.00 | \$3,000.00 |
| DIVISION 8 - TRAFFIC CONTROL AND SIGNALIZATION | | | | | | | | | | | |
| DIVISION 9 - SITE WORK AND LANDSCAPING | | | | | | | | | | | |
| 9.01 | Conventional Seeding, Sweeding, Fertilizing and Mulching | AC | 1.94 | \$1,750.00 | \$3,395.00 | \$1,938.00 | \$3,759.72 | \$2,090.00 | \$4,054.80 | \$3,250.00 | \$6,305.00 |
| 9.02 | Silt Fence or Silt Fence Ditch Check | LF | 1700 | \$0.50 | \$850.00 | \$0.28 | \$442.00 | \$0.30 | \$510.00 | \$1.65 | \$2,805.00 |
| 9.03 | Silt Fence or Silt Fence Ditch Check, Removal of Device | LF | 1700 | \$0.50 | \$850.00 | \$0.28 | \$442.00 | \$0.30 | \$510.00 | \$0.25 | \$425.00 |
| 9.04 | Erosion Control Mulching, Conventional | AC | 1.94 | \$850.00 | \$1,657.00 | \$450.00 | \$380.48 | \$495.00 | \$950.00 | \$700.00 | \$1,352.00 |
| 9.05 | Inlet Protection Device, Drop-In | EA | 6 | \$150.00 | \$900.00 | \$178.50 | \$1,071.00 | \$192.00 | \$1,152.00 | \$125.00 | \$750.00 |
| DIVISION 10 - DEMOLITION | | | | | | | | | | | |
| 10.01 | Demolition Work | LS | 1 | \$2,200.00 | \$2,200.00 | \$1,270.00 | \$1,270.00 | \$3,300.00 | \$3,300.00 | \$2,000.00 | \$2,000.00 |
| DIVISION 11 - MISCELLANEOUS | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1 | \$25,000.00 | \$25,000.00 | \$4,300.00 | \$4,300.00 | \$19,539.00 | \$19,539.00 | \$15,500.00 | \$15,500.00 |
| 11.02 | Painted Pavement Markings, Durable | STA | 7.84 | \$160.00 | \$1,254.40 | \$137.70 | \$1,078.57 | \$146.00 | \$1,146.00 | \$195.00 | \$1,528.40 |
| 11.03 | Grooves Cut for Pavement Markings | STA | 7.84 | \$60.00 | \$470.40 | \$117.30 | \$919.63 | \$128.00 | \$987.84 | \$115.00 | \$901.60 |
| 11.04 | Concrete Washout | LS | 1 | \$1,000.00 | \$1,000.00 | \$1,530.00 | \$1,530.00 | \$1,530.00 | \$1,530.00 | \$1,750.00 | \$1,750.00 |
| 11.05 | Temporary Turnaround, Class 'A' Crushed Stone, 8 In. | TON | 19 | \$50.00 | \$950.00 | \$79.00 | \$1,501.00 | \$40.00 | \$760.00 | \$55.00 | \$1,045.00 |
| 11.06 | Construction Survey | LS | 1 | \$4,500.00 | \$4,500.00 | \$3,876.00 | \$3,876.00 | \$4,925.00 | \$4,925.00 | \$4,500.00 | \$4,500.00 |
| Subtotal | | | | | \$84,762.26 | | \$84,762.26 | | \$84,762.26 | | \$84,762.26 |
| 3% Contingency | | | | | \$2,542.87 | | \$2,542.87 | | \$2,542.87 | | \$2,542.87 |
| TOTAL | | | | | \$87,305.13 | | \$87,305.13 | | \$87,305.13 | | \$87,305.13 |

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

BID TABULATION

SE 11th Street Extension
Grimes, Iowa

BID DATE: August 3, 2016
FOX PN 1005-16B

| ITEM NO. | DESCRIPTION | QTY | UNITS | J&K Contracting, LLC | | JRS Excavating, LLC | | Concrete Technologies Inc. | | Eiser Construction | |
|--|--|-----|-------|----------------------|--------------|---------------------|--------------|----------------------------|--------------|--------------------|--------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| CHECK OR BID BOND | | | | | | | | | | | |
| CONTRACTORS: | | | | | | | | | | | |
| Engineer's Opinion of Probable Cost | | | | | | | | | | | |
| Division 2 - Earthwork | | | | | | | | | | | |
| 2.01 | Clear and Grub | AC | 2.89 | \$4,100.00 | \$11,846.00 | \$1,350.00 | \$2,901.50 | \$1,400.00 | \$4,046.00 | \$4,100.00 | \$11,846.00 |
| 2.02 | Topsoil, On-Site | CY | 3120 | \$8.00 | \$24,960.00 | \$4.00 | \$12,480.00 | \$8.50 | \$26,520.00 | \$7.00 | \$21,840.00 |
| 2.03 | Excavation, Class 10 | CY | 9655 | \$3.50 | \$33,792.50 | \$6.00 | \$57,930.00 | \$4.25 | \$40,927.50 | \$3.00 | \$28,965.00 |
| 2.04 | Subgrade Preparation | SY | 5118 | \$3.25 | \$16,633.50 | \$5.00 | \$25,590.00 | \$2.25 | \$11,515.50 | \$3.00 | \$15,354.00 |
| 2.05 | Subbase, Modified | SY | 5119 | \$10.00 | \$51,180.00 | \$12.50 | \$64,000.00 | \$8.25 | \$42,223.50 | \$10.00 | \$51,180.00 |
| 2.06 | Compaction Testing | LS | 1 | \$2,500.00 | \$2,500.00 | \$3,950.00 | \$3,950.00 | \$3,675.00 | \$3,675.00 | \$6,300.00 | \$6,300.00 |
| Division 3 - Trench and Trenchless Construction | | | | | | | | | | | |
| 3.01 | Trench Foundation | TON | 50 | \$20.00 | \$1,000.00 | \$49.50 | \$2,475.00 | \$48.25 | \$2,412.50 | \$27.00 | \$1,350.00 |
| 3.02 | Replacement of Unsuitable Backfill Material | DY | 50 | \$10.00 | \$500.00 | \$10.00 | \$500.00 | \$15.75 | \$787.50 | \$94.00 | \$4,700.00 |
| 3.03 | Trench Compaction Testing | LS | 1 | \$2,000.00 | \$2,000.00 | \$1,950.00 | \$1,950.00 | \$1,975.00 | \$1,975.00 | \$2,600.00 | \$2,600.00 |
| Division 4 - Sewers and Drains | | | | | | | | | | | |
| 4.01 | Storm Sewer, Trenched, RCP, 15 in. Dia. | LF | 32 | \$22.00 | \$704.00 | \$75.00 | \$2,400.00 | \$92.50 | \$2,960.00 | \$55.00 | \$1,760.00 |
| 4.02 | Storm Sewer, Trenched, RCP, 24 in. Dia. | LF | 710 | \$58.00 | \$41,180.00 | \$39.00 | \$27,630.00 | \$32.00 | \$22,720.00 | \$67.00 | \$47,570.00 |
| 4.03 | Storm Sewer, Trenched, RCP, 36 in. Dia. | LF | 205 | \$113.00 | \$23,165.00 | \$180.00 | \$36,900.00 | \$123.00 | \$25,215.00 | \$144.00 | \$29,520.00 |
| 4.04 | Removal of Storm Sewer, RCP, 30 in. Dia. | LF | 30 | \$119.00 | \$3,570.00 | \$26.00 | \$780.00 | \$43.00 | \$1,290.00 | \$20.00 | \$600.00 |
| 4.05 | Subdrain, Perforated PVC, 8 in. Dia. | LF | 1410 | \$14.00 | \$19,740.00 | \$15.50 | \$21,915.00 | \$17.50 | \$24,625.00 | \$18.00 | \$25,380.00 |
| 4.06 | Subdrain Cleanout, Type A-1, 6 in. Dia. | EA | 1 | \$75.00 | \$75.00 | \$450.00 | \$450.00 | \$485.00 | \$485.00 | \$550.00 | \$550.00 |
| 4.07 | Subdrain Cleanout, Type B, 24 in. Dia. | EA | 2 | \$1,350.00 | \$2,700.00 | \$1,500.00 | \$3,000.00 | \$1,685.00 | \$3,370.00 | \$1,200.00 | \$2,400.00 |
| 4.08 | Subdrain Outlets and Connections, RCP/INT./A/H, 6 in. Dia. | EA | 7 | \$450.00 | \$3,150.00 | \$400.00 | \$2,800.00 | \$390.00 | \$2,730.00 | \$420.00 | \$2,940.00 |
| 4.09 | Tile Repair, 4 in. Dia., 8 in. Dia. | LF | 50 | \$25.00 | \$1,250.00 | \$15.00 | \$750.00 | \$52.50 | \$2,625.00 | \$41.00 | \$2,050.00 |
| Division 5 - Water Main and Appurtenances | | | | | | | | | | | |
| 5.01 | Water Main, Trenched, PVC, 8 in. Dia. | LF | 89 | \$42.00 | \$3,738.00 | \$28.00 | \$2,492.00 | \$40.50 | \$3,604.50 | \$38.00 | \$3,382.00 |
| 5.02 | Water Main, Trenched, PVC, 12 in. Dia. | LF | 1087 | \$44.00 | \$47,528.00 | \$36.25 | \$39,403.75 | \$44.50 | \$48,371.50 | \$43.00 | \$46,741.00 |
| 5.03 | Valve, Gate, 8 in. Dia. | EA | 1 | \$1,800.00 | \$1,800.00 | \$1,600.00 | \$1,600.00 | \$1,450.00 | \$1,450.00 | \$1,300.00 | \$1,300.00 |
| 5.04 | Valve, Gate, 12 in. Dia. | EA | 2 | \$2,600.00 | \$5,200.00 | \$2,500.00 | \$5,000.00 | \$2,465.00 | \$4,930.00 | \$2,300.00 | \$4,600.00 |
| 5.05 | Fire Hydrant Assembly | EA | 4 | \$4,800.00 | \$19,200.00 | \$4,250.00 | \$17,000.00 | \$4,620.00 | \$18,480.00 | \$4,700.00 | \$18,800.00 |
| 5.06 | Flushing Device (Blowoff), 8 in. Dia. | EA | 1 | \$4,300.00 | \$4,300.00 | \$4,000.00 | \$4,000.00 | \$4,515.00 | \$4,515.00 | \$5,000.00 | \$5,000.00 |
| 5.07 | Flushing Device (Blowoff), 12 in. Dia. | EA | 1 | \$4,400.00 | \$4,400.00 | \$1,200.00 | \$1,200.00 | \$4,620.00 | \$4,620.00 | \$5,000.00 | \$5,000.00 |
| Division 6 - Structures for Sanitary and Storm Sewers | | | | | | | | | | | |
| 6.01 | Manhole, Type SW-401, 72 in. Dia. (Storm Sewer) | EA | 1 | \$6,800.00 | \$6,800.00 | \$5,000.00 | \$5,000.00 | \$4,960.00 | \$4,960.00 | \$5,400.00 | \$5,400.00 |
| 6.02 | Intake, Type SW-501, Single Gate Intake | EA | 2 | \$2,100.00 | \$4,200.00 | \$2,000.00 | \$4,000.00 | \$2,220.00 | \$4,440.00 | \$2,400.00 | \$4,800.00 |
| 6.03 | Intake, Type SW-503, Single Gate Intake with Manhole | EA | 2 | \$4,200.00 | \$8,400.00 | \$4,000.00 | \$8,000.00 | \$4,280.00 | \$8,560.00 | \$4,200.00 | \$8,400.00 |
| Division 7 - Streets and Related Work | | | | | | | | | | | |
| 7.01 | Pavement, PCC, 8 in. | SY | 4453 | \$48.00 | \$213,744.00 | \$46.75 | \$208,177.75 | \$44.50 | \$198,158.50 | \$48.00 | \$213,744.00 |
| 7.02 | Sidewalk, PCC, 6 in. | SY | 17 | \$55.00 | \$935.00 | \$59.25 | \$1,017.25 | \$60.00 | \$1,020.00 | \$61.00 | \$1,037.00 |
| 7.03 | Detachable Warning | SF | 20 | \$45.00 | \$900.00 | \$47.25 | \$945.00 | \$50.00 | \$900.00 | \$48.00 | \$960.00 |
| 7.04 | Driveway, Paved, PCC, 7 in. | SY | 150 | \$45.00 | \$6,750.00 | \$47.25 | \$7,087.50 | \$50.00 | \$7,500.00 | \$48.00 | \$7,200.00 |

BID TABULATION

SE 11th Street Extension
Grimes, Iowa

BID DATE: August 3, 2016
FOX PN 1005-16B

| ITEM NO. | DESCRIPTION | QTY | UNITS | Engineer's Opinion Probable Cost | | J&K Contracting, LLC 1307 E. Lincoln Way Ames, IA 50010 | | JRS Excavating, LLC 2987 St. Charles Rd St. Charles, IA 50240 | | Concrete Technologies Inc. 1001 SE 37th St Grimes, IA 50111 | | Eider Construction 5088 East University Ave Des Moines, IA 50327 | |
|---|--|-----|-------|-------------------------------------|--------------|---|--------------|---|--------------|---|--------------|--|--------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| CONTRACTORS: | | | | | | | | | | | | | |
| CHECK OR BID BOND | | | | | | | | | | | | | |
| DIVISION 8 - TRAFFIC CONTROL AND SIGNALIZATION | | | | | | | | | | | | | |
| 8.01 | Traffic Control | LS | 1 | \$5,500.00 | \$5,500.00 | \$9,200.00 | \$9,200.00 | \$3,300.00 | \$3,300.00 | \$3,180.00 | \$3,180.00 | \$3,200.00 | \$3,200.00 |
| DIVISION 9 - SITE WORK AND LANDSCAPING | | | | | | | | | | | | | |
| 9.01 | Conventional Seeding, Seeding, Fertilizing and Mulching | AC | 1.94 | \$1,760.00 | \$3,385.00 | \$9,200.00 | \$9,200.00 | \$3,350.00 | \$5,489.00 | \$3,415.00 | \$6,625.00 | \$2,000.00 | \$3,860.00 |
| 9.02 | Silt Fence or Silt Fence Ditch Check | LF | 1700 | \$9.00 | \$15,300.00 | \$1.50 | \$2,550.00 | \$1.50 | \$2,550.00 | \$1.50 | \$2,550.00 | \$2.00 | \$3,400.00 |
| 9.03 | Silt Fence or Silt Fence Ditch Check, Removal of Ditches | LF | 1700 | \$3.50 | \$5,950.00 | \$0.95 | \$1,615.00 | \$0.30 | \$510.00 | \$0.25 | \$425.00 | \$1.00 | \$1,700.00 |
| 9.04 | Erosion Control Mulching, Conventional | AC | 1.94 | \$550.00 | \$1,067.00 | \$700.00 | \$1,358.00 | \$770.00 | \$1,483.00 | \$735.00 | \$1,425.00 | \$470.00 | \$911.00 |
| 9.05 | Riprap Protection Devices, Drop-In | EA | 6 | \$150.00 | \$900.00 | \$125.00 | \$750.00 | \$137.50 | \$825.00 | \$132.00 | \$792.00 | \$144.00 | \$1,104.00 |
| DIVISION 10 - DEMOLITION | | | | | | | | | | | | | |
| 10.01 | Demolition Work | LS | 1 | \$2,200.00 | \$2,200.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | \$3,465.00 | \$3,465.00 | \$3,200.00 | \$3,200.00 |
| DIVISION 11 - MISCELLANEOUS | | | | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1 | \$25,000.00 | \$25,000.00 | \$29,000.00 | \$29,000.00 | \$24,000.00 | \$24,000.00 | \$40,000.00 | \$40,000.00 | \$28,255.28 | \$28,255.28 |
| 11.02 | Painted Pavement Markings, Durable | STA | 7.84 | \$1,660.00 | \$13,006.40 | \$1,058.40 | \$8,298.40 | \$1,176.00 | \$9,206.40 | \$1,087.60 | \$8,518.08 | \$142.00 | \$1,113.28 |
| 11.03 | Grooves Cut for Pavement Markings | STA | 7.84 | \$60.00 | \$471.36 | \$301.60 | \$2,374.40 | \$126.50 | \$991.76 | \$130.00 | \$940.80 | \$121.00 | \$948.64 |
| 11.04 | Concrete Washout | LS | 1 | \$1,000.00 | \$1,000.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | \$1,750.00 | \$1,750.00 | \$2,100.00 | \$2,100.00 |
| 11.05 | Temporary Turnaround, Class 'A' Crushed Stone, 8 In. | TON | 19 | \$50.00 | \$950.00 | \$40.00 | \$760.00 | \$38.00 | \$722.00 | \$42.00 | \$798.00 | \$47.00 | \$893.00 |
| 11.06 | Construction Survey | LS | 1 | \$4,500.00 | \$4,500.00 | \$5,600.00 | \$5,600.00 | \$4,200.00 | \$4,200.00 | \$4,700.00 | \$4,700.00 | \$5,300.00 | \$5,300.00 |
| Subtotal | | | | | \$647,762.28 | | \$631,942.00 | | \$633,124.31 | | \$637,437.65 | | \$650,000.00 |
| 3% Contingency | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | |

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

| ITEM NO. | CHECK OR BID BOND | DESCRIPTION | QTY | UNITS | CONTRACTORS: | | ENGINEER'S OPINION IN PROBABLE COST | ABSOLUTE CONCRETE CONST. INC. | | HAWKEYE PAVING CORP | | SYNERGY CONTRACTING, LLC | |
|--|-------------------|--|-----|-------|--------------|-------------|--|-------------------------------|--------------|---------------------|--------------|--------------------------|--------------|
| | | | | | UNIT PRICE | TOTAL PRICE | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| DIVISION 2 - EARTHWORK | | | | | | | | | | | | | |
| 2.01 | | Clear and Grub | AC | 2.89 | | \$2,400.00 | \$6,936.00 | \$1,250.00 | \$3,612.50 | \$1,200.00 | \$3,435.00 | \$2,600.00 | \$7,514.00 |
| 2.02 | | Topsoil, On-Site | CY | 3120 | | \$4.95 | \$15,552.00 | \$7.25 | \$22,680.00 | \$8.00 | \$24,960.00 | \$10.40 | \$32,448.00 |
| 2.03 | | Excavation, Class 10 | CY | 6555 | | \$3.00 | \$19,665.00 | \$2.75 | \$18,033.75 | \$3.00 | \$19,665.00 | \$3.90 | \$25,654.50 |
| 2.04 | | Subgrade Preparation | SY | 5118 | | \$4.50 | \$23,031.00 | \$9.00 | \$46,062.00 | \$6.00 | \$30,708.00 | \$8.25 | \$42,250.50 |
| 2.05 | | Subbase, Modified | SY | 5118 | | \$12.50 | \$63,975.00 | \$10.17 | \$52,058.06 | \$12.00 | \$61,416.00 | \$10.40 | \$53,227.20 |
| 2.06 | | Compaction Testing | LS | 1 | | \$2,500.00 | \$2,500.00 | \$3,500.00 | \$3,500.00 | \$5,000.00 | \$5,000.00 | \$2,600.00 | \$2,600.00 |
| DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION | | | | | | | | | | | | | |
| 3.01 | | Trench Foundation | TON | 50 | | \$55.00 | \$2,750.00 | \$20.00 | \$1,000.00 | \$20.00 | \$1,000.00 | \$7.00 | \$350.00 |
| 3.02 | | Replacement of Unavailable Backfill Material | CY | 50 | | \$15.00 | \$750.00 | \$10.00 | \$500.00 | \$10.00 | \$500.00 | \$110.00 | \$5,500.00 |
| 3.03 | | Trench Compaction Testing | LS | 1 | | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| DIVISION 4 - SEWERS AND DRAINS | | | | | | | | | | | | | |
| 4.01 | | Storm Sewer, Trenched, RCP, 15 In. Dia. | LF | 92 | | \$59.00 | \$5,428.00 | \$58.00 | \$5,336.00 | \$59.00 | \$5,428.00 | \$74.10 | \$6,817.20 |
| 4.02 | | Storm Sewer, Trenched, RCP, 24 In. Dia. | LF | 710 | | \$68.00 | \$48,280.00 | \$63.00 | \$44,730.00 | \$63.00 | \$44,730.00 | \$107.50 | \$76,608.00 |
| 4.03 | | Storm Sewer, Trenched, RCP, 36 In. Dia. | LF | 205 | | \$90.00 | \$18,450.00 | \$103.00 | \$21,115.00 | \$103.00 | \$21,115.00 | \$158.50 | \$32,513.00 |
| 4.04 | | Removal of Storm Sewer, RCP, 30 In. Dia. | LF | 30 | | \$15.00 | \$450.00 | \$11.50 | \$345.00 | \$11.50 | \$345.00 | \$16.50 | \$495.00 |
| 4.05 | | Subdrain, Perforated PVC, 6 In. Dia. | LF | 1410 | | \$55.00 | \$77,550.00 | \$14.00 | \$19,740.00 | \$14.00 | \$19,740.00 | \$19.50 | \$27,495.00 |
| 4.06 | | Subdrain Cleanout, Type A-1, 6 In. Dia. | EA | 1 | | \$50.00 | \$50.00 | \$275.00 | \$275.00 | \$275.00 | \$275.00 | \$450.00 | \$450.00 |
| 4.07 | | Subdrain Cleanout, Type B, 24 In. Dia. | EA | 2 | | \$500.00 | \$1,000.00 | \$1,385.00 | \$2,770.00 | \$1,400.00 | \$2,800.00 | \$1,000.00 | \$2,000.00 |
| 4.08 | | Subdrain Outlets and Connections, RCP/PINK/AMH, 6 In. Dia. | EA | 7 | | \$500.00 | \$3,500.00 | \$450.00 | \$3,150.00 | \$450.00 | \$3,150.00 | \$250.00 | \$1,750.00 |
| 4.09 | | Tie Repair, 4 In. Dia., - 8 In. Dia. | LF | 50 | | \$10.00 | \$500.00 | \$25.00 | \$1,250.00 | \$25.00 | \$1,250.00 | \$50.00 | \$2,500.00 |
| DIVISION 5 - WATER MAIN AND APPURTENANCES | | | | | | | | | | | | | |
| 5.01 | | Water Main, Trenched, PVC, 8 In. Dia. | LF | 89 | | \$40.00 | \$3,560.00 | \$40.00 | \$3,560.00 | \$40.00 | \$3,560.00 | \$46.80 | \$4,165.20 |
| 5.02 | | Water Main, Trenched, PVC, 12 In. Dia. | LF | 1057 | | \$45.00 | \$47,565.00 | \$42.00 | \$44,415.00 | \$42.00 | \$44,415.00 | \$59.50 | \$62,588.50 |
| 5.03 | | Valve, Gate, 8 In. Dia. | EA | 1 | | \$1,000.00 | \$1,000.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,800.00 | \$1,690.00 | \$1,690.00 |
| 5.04 | | Valve, Gate, 12 In. Dia. | EA | 2 | | \$1,300.00 | \$2,600.00 | \$2,600.00 | \$5,200.00 | \$2,600.00 | \$5,200.00 | \$2,860.00 | \$5,720.00 |
| 5.05 | | Fire Hydrant Assembly | EA | 4 | | \$4,500.00 | \$18,000.00 | \$4,500.00 | \$18,000.00 | \$4,500.00 | \$18,000.00 | \$5,005.00 | \$20,020.00 |
| 5.06 | | Flushing Device (Blowoff), 8 In. Dia. | EA | 1 | | \$1,050.00 | \$1,050.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$5,005.00 | \$5,005.00 |
| 5.07 | | Flushing Device (Blowoff), 12 In. Dia. | EA | 1 | | \$1,200.00 | \$1,200.00 | \$4,100.00 | \$4,100.00 | \$4,100.00 | \$4,100.00 | \$5,135.00 | \$5,135.00 |
| DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS | | | | | | | | | | | | | |
| 6.01 | | Manhole, Type SW-401, 72 In. Dia. (Storm Sewer) | EA | 1 | | \$4,000.00 | \$4,000.00 | \$5,600.00 | \$5,600.00 | \$7,500.00 | \$7,500.00 | \$8,370.00 | \$8,370.00 |
| 6.02 | | Intake, Type SW-501, Single Grate Intake | EA | 2 | | \$2,800.00 | \$5,600.00 | \$2,000.00 | \$4,000.00 | \$3,500.00 | \$7,000.00 | \$2,535.00 | \$5,070.00 |
| 6.03 | | Intake, Type SW-503, Single Grate Intake with Manhole | EA | 2 | | \$4,000.00 | \$8,000.00 | \$4,000.00 | \$8,000.00 | \$6,400.00 | \$12,800.00 | \$4,550.00 | \$9,100.00 |
| DIVISION 7 - STREETS AND RELATED WORK | | | | | | | | | | | | | |
| 7.01 | | Pavement, PCC, 8 In. | SY | 4453 | | \$50.00 | \$222,650.00 | \$47.50 | \$211,517.50 | \$50.00 | \$222,650.00 | \$48.95 | \$217,874.35 |
| 7.02 | | Sidewalk, PCC, 6 In. | SY | 17 | | \$45.00 | \$765.00 | \$100.00 | \$1,700.00 | \$72.00 | \$1,224.00 | \$95.50 | \$1,598.50 |
| 7.03 | | Detectable Warning | SF | 20 | | \$43.00 | \$860.00 | \$40.00 | \$800.00 | \$35.00 | \$700.00 | \$49.50 | \$990.00 |
| 7.04 | | Driveway, Paved, PCC, 7 In. | SY | 150 | | \$48.00 | \$7,200.00 | \$75.00 | \$11,250.00 | \$72.00 | \$10,800.00 | \$49.50 | \$7,425.00 |

SE 11th Street Extension
Grimes, Iowa

BID DATE: August 3, 2016
FOX PN 1005-16B

| ITEM NO. | DESCRIPTION | QTY | UNITS | Contractors: | | TOTAL PRICE | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
|--|---|-----|-------|--|-------------|--|-------------|---|-------------|--------------|
| | | | | Contractor Name | Address | | | | | |
| CHECK OR BID BOND | | | | | | | | | | |
| | | | | Contractors: Absolute Concrete Const. Inc. PO Box 148 Slater, IA 50244 | | Hawkeye Paving Corp 801 42nd St Bettendorf, IA 52722 | | Synergy Contracting, LLC PO Box Bondurant, IA 50035 | | |
| Division 8 - TRAFFIC CONTROL AND SIGNALIZATION | | | | | | | | | | |
| 8.01 | Traffic Control | LS | 1 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,450.00 |
| Division 9 - SITE WORK AND LANDSCAPING | | | | | | | | | | |
| 9.01 | Conventional Seeding, Seeding, Fertilizing and Mulching | AC | 1.94 | \$3,385.00 | \$3,385.00 | \$3,385.00 | \$3,385.00 | \$3,385.00 | \$3,385.00 | \$7,250.75 |
| 9.02 | Set Fence or Sit Fence Ditch Check | LF | 1700 | \$2.00 | \$3,400.00 | \$3,400.00 | \$2.00 | \$3,400.00 | \$3,400.00 | \$2,841.00 |
| 9.03 | Set Fence or Sit Fence Ditch Check, Removal of Device | LF | 1700 | \$0.50 | \$850.00 | \$850.00 | \$0.25 | \$425.00 | \$425.00 | \$493.00 |
| 9.04 | Erosion Control Mulching, Conventional | AC | 1.94 | \$50.00 | \$97.00 | \$97.00 | \$50.00 | \$97.00 | \$97.00 | \$1,561.70 |
| 9.05 | File Protection Device, Drop-In | EA | 6 | \$150.00 | \$900.00 | \$900.00 | \$150.00 | \$900.00 | \$1,050.00 | \$882.50 |
| Division 10 - DEMOLITION | | | | | | | | | | |
| 10.01 | Demolition Work | LS | 1 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$2,200.00 | \$5,750.00 |
| Division 11 - MISCELLANEOUS | | | | | | | | | | |
| 11.01 | Mobilization | LS | 1 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$28,750.00 |
| 11.02 | Painted Pavement Markings, Durable | STA | 7.84 | \$155.00 | \$1,217.16 | \$1,217.16 | \$155.00 | \$1,217.16 | \$1,217.16 | \$1,217.18 |
| 11.03 | Grooves Cut for Pavement Markings | STA | 7.84 | \$60.00 | \$470.40 | \$470.40 | \$60.00 | \$470.40 | \$470.40 | \$1,036.84 |
| 11.04 | Concrete Washout | LS | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$2,500.00 |
| 11.05 | Temporary Turnaround, Class 'A' Crushed Stone, 8 in. | TON | 19 | \$50.00 | \$950.00 | \$950.00 | \$50.00 | \$950.00 | \$950.00 | \$764.75 |
| 11.06 | Construction Survey | LS | 1 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$8,050.00 |
| Subtotal | | | | | | \$652,555.31 | | \$652,555.31 | | \$726,371.65 |
| 3% Contingency | | | | | | \$19,576.66 | | \$19,576.66 | | \$22,828.28 |
| TOTAL | | | | | | \$672,131.97 | | \$672,131.97 | | \$749,199.93 |

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Error

PREPARED BY:
FOX ENGINEERING ASSOCIATES, INC.
AMES, IOWA

Draft
5/4/2016

Preparer

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GRIMES AND THE CITY OF URBANDALE
FOR THE MEREDITH DRIVE PAVING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2016, by and between the CITY OF GRIMES, IOWA, a municipal corporation ("Grimes") and the CITY OF URBANDALE, IOWA, a municipal corporation ("Urbandale") (Grimes and Urbandale are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Grimes and Urbandale deem it beneficial to jointly undertake a public improvement project involving the reconstruction of Meredith Drive from 128th Street to 142nd Street; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the reconstruction of certain roadway improvements in Grimes and Urbandale, including the reconstruction of Meredith Drive from 128th Street to 142nd Street, as generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include, but not be limited to, (a) the cost of the work performed under the Engineering Services Agreement with Civil Design Advantage for Professional Services ("Professional Services Agreement"), including, but not limited to, surveying, preparation of plans and specifications for the Project, and preparation of bid documents for the Project (the "Improvements Contract") for an Iowa DOT letting, (b) project management and contract administration services, (c) all cost of right-of-way acquisition and (d) actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is

Urbandale, IA 50322

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

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

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

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

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

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

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

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

CITY OF GRIMES, IOWA

By: _____

Tom Armstrong, Mayor

(SEAL)

ATTEST:

Rochelle Williams, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2016, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Mayor, Tom Armstrong and Rochelle Williams, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2016, and that Tom Armstrong and Rochelle Williams acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

CITY OF URBANDALE

By: _____
Mayor, Robert Andeweg

(SEAL)

ATTEST:

Deb Mains, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, before me, _____, a Notary Public in and for the State of Iowa, personally appeared Mayor Robert Andeweg and Deb Mains, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the _____ day of _____, 2016, and that Robert Andeweg and Deb Mains acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

Exhibit A

Project Location



Exhibit B

Frontage by City

| Meredith Drive Station to Station | | Distance | Share | Total Grimes | Total Urbandale |
|-----------------------------------|-----------|----------|---------------------------|-----------------------|-----------------|
| 562+45 | 567+64.59 | 519.59 | 100% Urbandale | 0.00 | 519.59 |
| 567+64.59 | 595+75.28 | 2,810.69 | 50%/50% Grimes/ Urbandale | 1,405.35 | 1,405.35 |
| 595+75.28 | 608+91.9 | 1,316.62 | 100% Grimes | 1,316.62 | 0.00 |
| 608+91.90 | 621+67.16 | 1,275.26 | 100% Urbandale | 0.00 | 1,275.26 |
| 142nd Street Station to Station | | | | | |
| 73+37.16 | 79+09.29 | 572.13 | 50%/50% Grimes/ Urbandale | 286.07 | 286.07 |
| 79+09.29 | 87+27.14 | 817.85 | 100% Urbandale | 0.00 | 817.85 |
| Total Distance in feet | | 7,312.14 | | 3,008.03 | 4,304.11 |
| | | | | Percent for each City | 41% 59% |

Estimated Total Project Cost

Reconstruction of Meredith Drive
from 128th Street to 142nd Street

| Description | Amount |
|--|-----------------|
| Professional Services Agreement | \$264,860.00 |
| Estimated Right of Way Costs | \$250,000.00 |
| Estimated Construction Costs | \$7,463,500.00 |
| Set Inspection Costs | \$85,000.00 |
| TOTAL COST: | \$8,063,360.00 |
| STP Funding: | \$ 700,000.00 |
| TOTAL COST - STP Funding: | \$ 7,363,360.00 |
| Est. Cost Allocated to Urbandale, 59%: | \$4,344,382.40 |
| Est. Cost Allocated to Grimes, 41%: | \$3,018,977.60 |

CHAPTER 165A

HIGHWAY 141 MIXED USE DEVELOPMENT
CORRIDOR DISTRICT

CHAPTER 165A

HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT

| | | | |
|---------|---|---------|---|
| 165A.01 | Statement of Intent | 165A.16 | General Landscape and Buffer Requirements |
| 165A.02 | Abrogation and Greater Restrictions | 165A.17 | Public Service Infrastructure |
| 165A.03 | Interpretation of Standards | 165A.18 | Building Restrictions, Easements and Covenants |
| 165A.04 | Validity | 165A.19 | Development Standards |
| 165A.05 | Title | 165A.20 | Transportation Networks |
| 165A.06 | Effective Date | 165A.21 | Service Bays and Drive Areas |
| 165A.07 | Mixed Permitted Uses | 165A.22 | Curbs and Curb Cuts |
| 165A.08 | Site Plan Review | 165A.23 | Lighting |
| 165A.09 | Height Regulations | 165A.24 | Architectural Design and Treatment of Buildings |
| 165A.10 | Variance Requirements | 165A.25 | Fees |
| 165A.11 | Graphics Required | 165A.26 | Sign Ordinance |
| 165A.12 | Set Back Requirements | 165A.27 | Waiver of Requirements |
| 165A.13 | Site Area Requirements | | |
| 165A.14 | Off-Street Parking and Loading Requirements | | |
| 165A.15 | Reserved | | |

165A.01 STATEMENT OF INTENT. It is the intent of the City of Grimes that the permitted land uses for residential, business, commercial and light industrial development to be encouraged for areas of the community defined in Section 165A.07 and will be known as the Highway 141 Mixed Use Development Corridor District. The Highway 141 Mixed Use Development Corridor District provides for developing mixed uses along the Highway 141 transportation corridor. The Highway 141 Mixed Use Development Corridor District offers flexibility, allowing selected permitted uses to be integrated into a unified plan and shall enable the City of Grimes the opportunity to maintain its sense of community. The Highway 141 Mixed Use Development Corridor District is intended to:

1. Promote and permit flexibility that will encourage a more creative and imaginative approach in development and result in a more efficient, aesthetic, desirable and economic use of the land, while maintaining density and intensity of use consistent with the adopted Comprehensive Land Use Plan.
2. Provide minimal effect upon adjacent properties and existing development. To this end, the Planning and Zoning Commission may make appropriate requirements for fulfillment.
3. Promote development that can be conveniently, efficiently, and economically served by existing municipal utilities and services or by their logical extension.

4. Promote flexibility in design, placement of buildings, use of open space, pedestrian and vehicular circulation facilities, and off-street parking areas in a manner that will best utilize the potential of sites characterized by special features of geography, geology, topography, size or shape.
5. Provide, where it is shown to be in the public interest, for the preservation of historical features and such natural features as streams, drainage ways, flood plains, ponds/lakes, topography, unique areas of vegetation, stands of trees and other similar natural assets.
6. Provide for the enhancement of the natural setting through careful and sensitive placement of man-made facilities and plant materials.

Developers shall be encouraged to incorporate waterscapes, fountains and other architectural features with landscaping that add to aesthetics and visual attraction of the area. Developers shall also be encouraged to use natural instead of man-made materials in construction and developing aesthetic features to a site.

165A.02 ABROGATION AND GREATER RESTRICTIONS. It is not the intention by this Ordinance to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, deed restrictions, agreements, or ordinances, previously adopted or issued pursuant to law. However, in the Highway 141 Mixed Use Corridor District wherever this Ordinance imposes greater restrictions, the provisions of this Ordinance shall govern.

165A.03 INTERPRETATION OF STANDARDS. In their interpretation and application, the provisions outlined in this Ordinance shall be interpreted and applied as minimum requirements. Where this Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules or regulations or ordinances, the provisions of this Ordinance shall control. This Ordinance shall not be deemed a limitation or repeal of any other power granted by the Code of Iowa.

165A.04 VALIDITY. If a section, clause, provision, or portion of this Ordinance is declared by a court of competent jurisdiction to be invalid or unconstitutional, that decision shall not affect the validity of this Ordinance, as a whole or any part thereof other than the part so declared to be invalid.

165A.05 TITLE. This Ordinance shall be known as, referred to, or cited as the "Highway 141 Mixed Use Development Corridor District" of the City of Grimes, Iowa.

165A.06 EFFECTIVE DATE. This Ordinance shall be effective after adoption and publication by the Grimes City Council as required by Chapter 414, Code of Iowa, 1993.

165A.07 MIXED PERMITTED USES. Permitted uses allowed in the following zoning districts may be combined to create a unified development within the Highway 141 Mixed Use Development Corridor District, provided that all other City codes are met:

1. General and Highway Service Commercial District (C-1, C-2)
2. Planned Commercial Development District (C-3)
3. Limited Industrial District (M-1)
4. Commercial and Limited Light Industrial District (M-1A)
5. Single Family Dwelling District (R-1)
6. Single and Two Family District (R-2)
7. Multiple Family Dwelling District (R-3)

In Zone 1, non-permitted uses in the 141 Mixed Use Development Corridor District include any use governed by M-2, M-3 and A-1 zoning. In Zone 2, non-permitted uses include any use governed by M-2, M-3 and A-1 zoning. Accessory buildings or accessory uses are not allowed in either Zone unless accompanied by a principal building.

The Corridor consists of two zones. Zone 1 includes all property within the Grimes City limits and within 600 feet to the East or West of the Highway 141 right-of-way. In addition, the entire portion of any lot that is located in part in Zone 1 is included in Zone 1. Zone 2 includes all property not included in Zone 1 which is located 600 feet to 1,200 feet to the East or West of the 141 right-of-way. In addition, Zone 2 includes the entire portion of any lot that is located in part in Zone 2 and located in part more than 1,200 feet from the Highway 141 right-of-way.

The Corridor shall not include the Park View West Mobile Home Park as long as it continues to be used as a mobile home park, and this exemption is limited to the following legally described area:

The Southwest Quarter of the Northwest Quarter and the Northwest Quarter of Section 9, Township 79 North, Range 25 West of the 5th P.M., less road and street, (subject to Easements of Record) all now included in and forming a part of the City of Grimes, Polk County, Iowa. By survey, 65.86 acres.

165A.08 SITE PLAN REVIEW. Site plan review for uses in the Highway 141 Mixed Use Development Corridor shall be as specified in Section 165.38 of the Zoning Ordinance as adopted by the City of Grimes. Prior to the submission of

the site plan within the Highway 141 Mixed Use Development Corridor District, a pre-application conference is recommended with the City Administrator, and Zoning Administrator and City Engineer.

165A.09 HEIGHT REGULATIONS. The maximum height for any building or structure in the Highway 141 Mixed Use Development Corridor District is ninety feet. Development of the property shall be in a cohesive and uniform manner creating a campus-like setting with all other buildings and the overall site as a single or unified development.

165A.10 VARIANCE REQUIREMENTS. SPECIAL REQUIREMENTS FOR LARGE BUILDINGS. Supporting documentation must be submitted to the Planning and Zoning Commission for construction approval for any building with a height of forty-five feet to ninety feet. Supporting documentation must be submitted to the Zoning Administrator, City Engineer and City Administrator two (2) weeks prior to the presentation date to Planning and Zoning Commission. The supporting material should include a comprehensive impact statement to the effect that the project will have on the surrounding area, increased traffic pattern work-up and increased sewer and water demands from the larger structure. It must also include detailed plans showing how the added height would aesthetically work in with the rest of the development park theme and a completion lay out may be required. Finally, that supporting material must set forth the types of businesses that will be located in the immediate vicinity of the proposed construction, the type of business that is proposed for the business site, and a showing of why the proposed business is consistent with businesses already located in the immediate vicinity.

165A.11 GRAPHIC REQUIRED. The applicant must also include graphic renderings that illustrate the proposed development. Copies shall also be submitted two (2) weeks prior to the presentation date to all appropriate City designees. These rendered graphic illustrations shall be used to ensure the approved appearance of the project is completed and maintained.

165A.12 SET BACK REQUIREMENTS. Buildings shall be set back a minimum of one hundred (100) feet from the adjacent Highway 141 right-of-way. Buildings shall be set back a minimum of twenty-five (25) feet from any public street right-of-way, public street easement or parcel boundary. Set back requirements increase if a height variance is granted by Board of Adjustment. Structures greater than forty-five (45) feet in height require one hundred (100) foot set backs from any public street right-of-way, public street easement, or parcel boundary.

165A.13 SITE AREA REQUIREMENTS. The minimum lot size eligible for classification in Zone 1 of the Highway 141 Mixed Use Development Corridor District shall be one (1) acre.

165A.14 OFF-STREET PARKING AND LOADING REQUIREMENTS. Parking lots should be effectively landscaped with trees and shrubs to reduce the visual impact of glare from headlights and parking lot lights and the view from public right-of-way and adjoining properties.

1. The parking space requirements listed in Section 165.34 and 165.35 Off-Street Loading and Off-Street Parking regulation in the City of Grimes Zoning Ordinance shall be incorporated.
2. Any additional parking spaces shall be oriented so that no vehicle is required to back directly into a street right-of-way.
3. All exterior parking light structures shall be designed in conjunction with the overall architectural theme of the project.
4. Required parking spaces shall have a minimum size of nine (9) feet wide by eighteen (18) feet long exclusive of access drives, aisles or ramps. The length of parking stalls may be reduced to sixteen and one-half (16 ½) feet including wheel stops if an additional one and one-half (1 ½) feet is provided for the overhang of wheels.

165A.15 RESERVED.

165A.16 GENERAL LANDSCAPE AND BUFFER REQUIREMENTS. The landscaping requirements are minimum standards and applicable to areas used for the parking of one or more vehicles to traverse back and forth to parking spaces, service bays, and loading/unloading areas. The landscaping requirements shall provide effective buffering of all vehicular use areas, including service bays, from neighboring buildings and from street view and shall serve to guide traffic. Walls, fences or other artificial screens to be used as buffers shall be shown in elevation and perspective. Proposed height and structural material to be used shall be clearly indicated on the site plan.

1. INTERIOR OF LOT. In Zone 1, interior lot landscaping shall be provided by landscaped islands or medians within the vehicular area and shall be used to guide traffic and separate pedestrian walkways from vehicular traffic. One such landscaped island or median shall be placed for every twelve (12) parking spaces and shall be a minimum of sixty (60) square feet in area. Landscaped islands may be grouped or combined to meet interior landscape requirements provided the total square footage of

any single grouping does not exceed one hundred-twenty (120) square feet. The use of ornamental shrubs and coniferous trees shall be encouraged. The ground cover of the island shall consist of grass and/or shrubs, excluding paving.

2. PERIMETER OF LOT ADJACENT TO ABUTTING PROPERTY. On the perimeter(s) of the lot adjacent to abutting residential property, a continuous, unbroken barrier is required for the purpose of buffering service bays, loading and unloading areas, and off-street parking or other vehicular use areas exposed to abutting property.

A. The barrier shall be located between the common lot line and the service bay, loading or unloading area, off-street parking or other vehicular use area. The barrier shall be a minimum of six (6) feet in height consisting of a natural material such as wood fence, an earth berm or an opaque hedge or any combination thereof. Additional buffer strip area may be required for developments greater than twenty-five thousand (25,000) square feet of building area. (**Opacity.** Screening shall be sight-obscuring. Fences, walls, and landscaping shall be at least 75 percent opaque when viewed from any angle at a point 25 feet away from the fence, wall, or landscaping.)

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B. At a minimum, one tree shall be provided every fifty (50) linear feet. Such trees shall be located or grouped between the common lot line and the service bay, loading or unloading area, off-street parking or other vehicular use area. The developer is strongly encouraged to use appropriate landscaping techniques to ensure the overall character of the site is maintained.

C. The provisions of the subsection shall not apply when the proposed perimeter abuts an existing wall or durable landscape barrier on an abutting property, provided the barrier meets all applicable standards set out in this Ordinance.

3. PERIMETER OF LOTS ADJACENT TO PUBLIC RIGHT-OF-WAY. On the perimeter(s) of the lot adjacent to public rights-of-way, a strip of land of at least ten (10) feet in depth located between the right-of-way and the off-street parking or other vehicular use area shall be landscaped to include one (1) tree for every fifty (50) feet or fraction thereof. Such trees shall be located between the abutting right-of-way and the off-street parking or other vehicular use area and shall be planted singularly or grouped in a planting area of at least twenty-five (25) square feet. In addition, a hedge, wall, earth berm, or other durable landscape barrier a minimum of three (3) feet in height shall be placed along the perimeter of such landscape strip. If said barrier consists of non-living material, one

(1) shrub shall be planted every ten (10) feet and abutting the barrier. The remainder of the required landscape strip shall be planted with grass, ground cover or other landscape material, exclusive of paving.

4. DEVELOPMENT WITHIN THE HIGHWAY 141 MIXED USE

DEVELOPMENT CORRIDOR DISTRICT. The different land uses within the Highway 141 Mixed Use Development Corridor District shall be landscaped and buffered appropriately and in general compliance with the landscape and buffer standards set forth in this section. It is also recognized that it is possible to realize numerous beneficial effects of landscaping including the following: Landscaping can minimize demands on the City storm sewer system by preserving natural drainage. The improvement of air and water quality is achieved through such natural processes as photosynthesis and mineral uptake. The use of trees and other plants reduces erosion by the binding of soil particles with their roots, thus holding the soil together against the effects of wind and water. Vegetation reduces and/or reverses air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation. Landscaping reduces hot air temperatures caused by paved surfaces and automobiles through the process of transpiration associated with green material. Vegetation also helps promote energy conservation through the creation of shade, reducing heat gain in, or on, buildings and paved areas. Landscaping provides visual buffering and beautifies the appearance of setback and parking areas within the City. The use of landscaping also enhances the safety of parking lots by guiding the circulation of cars and people and by insuring that the driver's vision is unobstructed. Preservation of landscaping protects, preserves and increases the value of property. The use of landscaping helps create natural habitat that supports eco-tourism.

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5. VISUAL CLEARANCE. To insure landscaped areas do not constitute a driving hazard, safety triangle setback requirements are as follows:

A. At access ways the sight triangle shall be formed by measuring ten (10) feet along the intersection of each side of the access way and the public right-of-way line and connecting these two points.

B. At street intersections the sight triangle shall be formed by measuring thirty-five (35) feet along curb lines and connecting these points.

6. INSTALLATION OF LANDSCAPE. All landscaping shall be installed in an appropriate manner in order to maintain the health and quality of plant material. No certificate of use shall be authorized unless all landscaping requirements are met.

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7. PROTECTION OF LANDSCAPED AREAS. The placement of barrier curbs or wheel stops is required to protect all landscaped areas from vehicular damage.

8. EXISTING PLANT MATERIAL. Existing, healthy plant material on site may be used as a credit towards fulfilling the landscaping requirements specified in this section.

9. LANDSCAPE VEGETATION STANDARDS. Landscape vegetation shall consist of species compatible with conditions in Central Iowa and shall meet the following standards. Landscaping to be used for screening purposes shall be illustrated in elevation and prospective as well as plan with the size and exact names of plants, shrubs or trees to be planted clearly indicated. On all site plans, the following requirements shall be met:

A. Minimum requirements: Two (2) trees or two (2) trees per three thousand (3,000) square feet of required open space, fifty (50) percent two (2) inch caliper and the remaining eight (8) feet to ten (10) feet in height and one and one-half (1 ½) inch caliper. The trees shall be balled or burlap stock. The minimum height for evergreens shall be six (6) feet and may be counted as 2 inch caliper for requirements. The trees must live for at least twelve (12) months after planting or be replaced by the landowner.

B. Minimum requirements: One shrub shall be planted for every one thousand (1,000) square feet of open space, but no less than three shrubs per lot.

C. Landscape around buildings: Landscaping around buildings shall consist of a variety of plants, shrubs and flowers. Plants shall be placed around the entire front and sides of the building at a minimum spacing of 1 (one) foot apart once the plant is fully matured.

C.D. Enforcement: Landscaping plan to be submitted for approval as part of final site plan submittal. Landscaping plan is to show the following information:

- (1) Location of trees and shrubs.
- (2) Size and species of trees and shrubs.
- (3) Percentage of each size of tree.

(4) Type of ground cover and form of maintenance.

~~D-E.~~ Approval of landscaping in-place is to be requested by the developer at the time occupancy permit is requested. Any changes or deviation from the approved site plan landscape design shall be approved by the Zoning Administrator prior to installation. Landscaping materials shall be planted as each phase of a site is developed. Should completion of landscaping be delayed due to season of the year, a temporary occupancy permit may be issued if the developer posts a bond in the amount of the landscaping not completed. At the developer's option and at the time of site plan filing, he/she may submit a list of alternate or substitute species from the permitted or established list to be used should the preferred material not be available when needed and required.

~~E-E.~~ Ground cover plants shall form a solid mat or cover over the ground within a twelve (12) month period. Sod shall be employed when grass is used as a ground cover in Zone 1. In Zone 2, the non-street portion of the public right-of-way and the front set back shall be sodded, all other areas may be seeded with Planning and Zoning Commission and Council approval. Non-living material shall not be used as the primary ground cover device, but may be used in conjunction with living plant material to develop an ornamental landscaping effect. Non-living material such as rocks, pebbles, sand, wood mulch or wood chips shall be placed at a minimum depth of three (3) inches and shall be used in conjunction with an appropriate landscape weed control fabric.

165A.17 PUBLIC SERVICE INFRASTRUCTURE. Adequate facilities shall be provided to meet the needs of the proposed mixed use development with respect to: drainage of surface waters, detention of storm surface waters, including storm sewers, gutters, sanitary sewerage; flood protection and levees when appropriate; underground utilities; requirements set out in the Grimes Zoning Ordinance and Subdivision Regulations; and any other provisions for public services necessary as determined by the City. No above ground electrical communication equipment may be located in any set back from a public street, and all above ground electrical and communications equipment must be screened from view by the general public by an opaque screen constructed of either wood or brick.

165A.18 BUILDING RESTRICTIONS, EASEMENTS AND COVENANTS. The

Developer of property owner shall with the approval of the City Council of Grimes adopt building restrictions, easements and covenants pertaining to each parcel developed where the developer and the City deem appropriate.

165A.19 DEVELOPMENT STANDARDS. Each parcel shall be developed based upon a single Master Plan or Site Plan with buildings compatible in design and use of materials. The Master Plan shall contain, but not be limited to, parts such as an architectural project theme plan, landscape plan, master signage plan, water management plan, pedestrian and vehicular traffic plan and parking plan. All new developments shall be built in a cohesive and uniform manner creating a campus-like setting with all buildings and the overall site developed as a single or unified development. Any development within Zone 1 shall have a minimum open green space of twenty (20) percent. Any development in Zone 2 shall have a minimum open green space of fifteen percent (15%).

165A.20 TRANSPORTATION NETWORKS. Adequate ingress, egress and internal circulation shall be provided to accommodate vehicular and pedestrian traffic, that includes walks, access ways, service bays and access ways, and off-street loading areas.

1. All areas subject to vehicular traffic, including access ways, service bays and drives, and parking, storage, loading and unloading areas shall be hard surfaced with either concrete or asphalt.
2. Pedestrian walkways and vehicular traffic shall be separated with landscaped space. The design and or location of pedestrian walkways shall be determined at the platting stage with a Pedestrian Circulation Plan being reviewed and approved as a component of the master site plan review.
3. The linking and coordination of parking areas between developments in the Highway 141 Mixed Use Development Corridor District shall be encouraged to reduce the number of turns onto and off of surrounding streets and reduce potential traffic conflicts.
4. Whenever possible the sharing and coordination of parking areas between developments in the Highway 141 Mixed Use Development Corridor District shall be encouraged to control the number of curb cuts and reduce potential traffic conflicts in the transportation network of the site and enhance the site as it relates to the surrounding developments.

165A.21 SERVICE BAYS, AND-DRIVE AREAS AND OUTDOOR STORAGE AREAS. The service bay drives, trash receptacles, and-dumpster areas and any outdoor storage areas located in Zone 1 shall not face Highway 141 and shall not face

abutting residential property in either Zone 1 or Zone 2. The purpose of this is to mitigate the negative effect of such service areas, such as noise, odor, refuse, and visual pollution from residential development and for motor travelers entering the City of Grimes.

1. In Zone 1, all service bays, loading and unloading areas, and outdoor storage areas must be screened by an opaque fence of a height sufficient to adequately screen the bay or area from Highway 141 and consisting of wood or brick. In Zone 1 and Zone 2, no service bays, loading or unloading areas, trash receptacles and dumpsters may be located in or face any set back from a public right-of-way. In cases where a substantial green space exists a landscape/berm screen can be provided, which must provide a 75% opaque view within 18 months. The majority of the landscape material shall be coniferous to provide a year-round screen.
2. Service bays and drives, trash receptacles and dumpster areas shall be oriented in such a way that in the process of loading or unloading, no vehicle will block the passage of other vehicles on the service drive or extend into any other public or private street.
3. Outdoor storage areas in Zone 2 must be screened by an opaque fence of a height sufficient to adequately screen the bay or area from Highway 141 and consisting of wood or brick. (**Opacity.** Screening shall be sight-obscuring. Fences, walls, and landscaping shall be at least 75 percent opaque when viewed from any angle at a point 25 feet away from the fence, wall, or landscaping.)

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165A.22 CURBS AND CURB CUTS. The number of curb cuts for any particular development shall be minimized to the greatest extent possible to provide for controlled ingress and egress within the Highway 141 Mixed Use Development Corridor District.

1. All curbs shall be vertical curbs. No roll over curbs shall be permitted in the Highway 141 Mixed Use Development Corridor District. No curb cut shall be greater than twenty-five (25) feet at the property line and thirty-five (35) feet at the curb line in accordance with the established City standards.
2. No curb cut for freight lanes shall be greater than thirty-five (35) feet at the property line and forty-five (45) feet at the curb line, unless an alternative curb cut width is approved by the Planning and Zoning Commission.

165A.23 LIGHTING. The maximum height for any light fixture is thirty-five (35) feet, except on the side or sides of a development abutting a residential use, in which case the maximum height of twenty-five (25) feet shall be allowed.

1. All light structures shall be shaded or hooded and oriented inward so as to prevent intrusion into surrounding areas.
2. All lighting fixtures must be drawn to scale and submitted for review along with the project plans to allow for a uniform lighting plan in the area.

165A.24 ARCHITECTURAL DESIGN AND TREATMENT OF BUILDINGS. Any architectural design and building treatment must be approved by the City Council upon recommendation of the Planning and Zoning Commission. Illustrations of the proposed building must be submitted to the Planning and Zoning Commission and to the City Council which represents the physical appearance of the building. In considering the architectural design and treatment of the proposed building, the Planning and Zoning Commission and the City Council shall determine if the proposed structure meets the external material requirements for the Zone where it is located, is consistent with the intent of this Chapter to create an attractive appearance of construction in the Highway 141 Mixed Use Development Corridor District.

DEFINITIONS. All words and phrases used in this Ordinance shall have the meanings set forth in this Ordinance. Words and phrases not defined in this Ordinance but defined in the Zoning Ordinance of the City of Grimes shall be given their common, ordinary meaning, unless the context clearly requires otherwise.

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Architrave. The lowermost member of a classical entablature, resting originally upon columns. a molded or decorated band framing a panel or an opening, especially a rectangular one, as of a door or window.

Awning. Secondary covering attached to the exterior wall of a building.

Brick. A rectangular block of clay baked by the sun or in a kiln; used as a building or paving material. Sand Lime Bricks, Engineering Bricks and concrete bricks qualify as acceptable brick types. Acceptable type of bricks are stacked by a mason and held together by a mortar type material.

Bricks and mortar. Building material consisting of bricks laid with mortar between them

Building block. A block of material used in construction work

Canopy. An overhead roof or structure that provides shade or other shelter.

Cement. A building material that is a powder made of a mixture of calcined limestone and clay; used with water and sand or gravel to make concrete and mortar

Concrete. A strong hard building material composed of sand and gravel and cement and water

Cornices. The decorative top edge of a building or column

Covering material. A material used by builders to cover surfaces

EIFS. An Exterior Insulation and Finish System (EIFS) is a nonload bearing, exterior wall cladding system that consists of an insulation board attached either adhesively or mechanically, or both, to the substrate; an integrally reinforced base coat; and a textured protective finish coat.

Façade. The front exterior of a building, typically facing the primary street unless otherwise noted as a side or rear facade.

Frieze. A broad horizontal band of sculpted or painted decoration, especially on a wall near the ceiling. A horizontal paper strip mounted on a wall to give a similar effect. Architecture the part of an entablature between the architrave and the cornice.

Ledgement. A horizontal suite of moldings (as the base moldings of a building)

Lintels. A structural horizontal block that spans the space or opening between two vertical supports

Moldings. A strip of material with various profiles used to cover transitions between surfaces or for decoration. It is traditionally made from solid milled wood or plaster, but may be made from plastic or reformed wood. In classical architecture and sculpture, the molding is often carved in marble or other stones.

Mortar. Material used as a bond in masonry or for covering a wall

Parapet. A low wall or railing to protect the edge of a platform, roof, or bridge—called also parapet wall.

Quoining. An external solid angle of a wall or the like, any of various bricks of standard shape for forming corners of brick walls or the like, a wedge-shaped piece of wood, stone, or other material, used for any of various purposes.

Sills. A shelf or slab of stone, wood, or metal at the foot of a window or doorway. A strong horizontal member at the base of any structure.

Stone. Building material consisting of a piece of rock hewn in a definite shape for a special purpose.

Stringcourse. Such a band, either plain or molded, is usually formed of brick or stone. Often the stringcourse is used as a line of demarcation between the stories of a multistoried building.

With regard to the Zone where the building will be located, the proposed structure must meet the following requirements:

- 1. Zone 1 – All buildings located in Zone 1 must be constructed so that all of the walls of the building shall have as a primary covering, either earthtone colored brick, marble, stucco, glass, stone or decorative concrete. The primary material shall constitute at least 75 percent of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, stucco, marble or stone panels. The standard shall apply to all sides of any building. The remaining exterior material shall be considered as building trim. For the purposes of this section, trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledgement. The maximum amount of trim on the wall area, excluding glass, shall not exceed 25 percent. No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, E.I.F.S. (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of any building, except as trim.

In addition the building mass or façade standards listed below are intended to avoid large, undifferentiated wall surfaces and shall apply to all building elements, which are visible from neighboring properties or the public right-of-way:

1. No blank wall area or façade shall exceed 30 feet in horizontal or vertical direction.

2. A minimum of five of the treatments listed below, which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building.

a. Reveals.

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- b. Popouts.
- c. Offsets measuring at least four feet in depth.
- d. A vertical architectural treatment a minimum of 12 inches in width.
- e. Color, texture or material change including, but not limited to, brick or stone.
- f. Architectural banding.
- g. Planters.
- h. Awnings.
- i. Decorative parapet arched, gabled, stepped, etc. or cornice treatments.
- j. Covered walkways.
- k. Variations in roof forms.
- l. Deep-set windows with mullions or decorative glazing.
- m. Columns or pillars.
- n. Marble or tile accents.
- o. Variation in roof height.
- p. Other façade treatments as agreed upon by the Zoning Administrator or designee thereof.

All building walls facing any public R.O.W shall consist of a minimum of 20% of non-reflective glass or glaze.

Precast walls will be allowed with the following conditions:

1. All exterior walls of a building shall be articulated with a consistent style and materials. In no case shall any façade consist of unarticulated blank walls.
2. Each wall facing the Public R.O.W. shall consist of 30% non-reflective glass or glaze.
3. All precast shall be earthtone colored concrete or earthtone painted concrete.
4. All precast shall have decorative reveals joints.

If the underlying building has metal or concrete form walls, the metal or concrete portion of the external walls must be completely covered with the materials listed in this paragraph, but this requirement may be waived in all or in part by application for approval of an alternative design to the Planning and Zoning Commission and the City Council if it is demonstrated by the property owner that:

- A. Covering the metal or concrete building with appropriate materials for all or part of the building side is inconsistent or unnecessary based upon the proposed use of the structure, the appearance of other buildings in the immediate vicinity, and the attractiveness of the proposed alternative design.

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B. Visibility of the side of the building to the general public will be limited by terrain, thick vegetation, or by the placement of current or proposed building structures.

- 2. Zone 2 – All buildings located in Zone 2 must be constructed so that the front building face and a minimum of ten feet of each side wall extending from the front building face or the front building face of buildings on adjacent properties has as its primary covering, either earthtone colored brick, marble, stucco, glass, stone, or decorative concrete. The primary material shall constitute at least 75 percent of the wall area, excluding glass. The primary exterior material shall consist of a combination of earthtone colored brick, architectural concrete panels, textured concrete block, stucco, marble or stone panels. The remaining exterior material shall be considered as building trim. For the purposes of this section, trim is defined as an ornamental design feature, that when removed does not significantly alter the appearance of the building. It would commonly consist of building elements like moldings, cornices, parapet, frieze, sills, lintels, stringcourse, quoining, and ledge ment. The maximum amount of trim on the wall area, excluding glass, shall not exceed 25 percent. No wood, masonite, asphaltic exterior wall or roof material, aluminum or steel siding, non-architectural sheet metal, non-textured concrete block, stucco, vinyl, E.I.F.S. (Exterior Insulation and Finish Systems) or other similar materials shall constitute a portion of any building, except as trim.
- In addition the building mass or façade standards listed below are intended to avoid large, undifferentiated wall surfaces and shall apply to all building elements, which are visible from neighboring properties or the public right-of-way:
 1. No blank wall area or façade shall exceed 30 feet in horizontal or vertical direction.
 2. A minimum of five of the treatments listed below, which are proportionate to the building façade, shall be utilized to reduce the perceived scale of a building.
 - a. Reveals.
 - b. Popouts.
 - c. Offsets measuring at least four feet in depth.
 - d. A vertical architectural treatment a minimum of 12 inches in width.
 - e. Color, texture or material change including, but not limited to, brick or stone.
 - f. Architectural banding.
 - g. Planters.
 - h. Awnings.
 - i. Decorative parapet arched, gabled, stepped, etc. or cornice treatments.
 - j. Covered walkways.
 - k. Variations in roof forms.
 - l. Deep-set windows with mullions or decorative glazing.
 - m. Columns or pillars.
 - n. Marble or tile accents.
 - o. Variation in roof height.
 - p. Other façade treatments as agreed upon by the Zoning Administrator or designee thereof.

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All building walls facing any public R.O.W shall consist of a minimum of 20% of non-reflective glass or glaze.

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Precast walls will be allowed with the following conditions:

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1. All exterior walls of a building shall be articulated with a consistent style and materials. In no case shall any façade consist of unarticulated blank walls.
2. Each wall facing the Public R.O.W. shall consist of 30% non-flective glass or glaze.
3. All precast shall be earthtone colored concrete or earthtone painted concrete.
4. All precast shall have decorative reveals joints.

If the underlying building is constructed using either metal or concrete form walls, the metal or concrete portion of the walls on the front of the building face must be totally covered with the materials listed in this paragraph. The front building face for the purposes of Zone 2 shall be that side or sides of the building which face the street and are located at the front end of the building at or near the front set back. ~~The above requirements for the non-front sides of any building in either Zone 1 or Zone 2 may be waived in whole or in part by application for approval of an alternative design to the Planning and Zoning Commission and City Council.~~ The alternative design may be approved by the Planning and Zoning Commission and the City Council if it is demonstrated by the property owner that:

A. Covering the metal or concrete building with appropriate materials for all or part of the building side is inconsistent or unnecessary based upon the proposed use of the structure, the appearance of other buildings in the immediate vicinity, and the attractiveness of the proposed alternative design.

B. Visibility of the side of the building to the general public will be limited by terrain, thick vegetation, or by placement of current or proposed building structures.

3. In Zone 1, all heating, ventilation, and air conditioning mechanical units shall be screened from public view by an opaque fence consisting of wood or brick.

165A.25 FEES. Fees for development in the Highway 141 Mixed Use Development Corridor District shall be: Site Plan Review, \$150.00; Amendment

to an Approved Hwy 141 Mixed Use Development Corridor District Site Plan, based on a flat fee per amendment, \$250.00; and Additions or Renovations to Development Existing Prior to the Hwy 141 Mixed Use Development Corridor District, \$250.00.

165A.26 SIGN ORDINANCE. The intent and purpose of this section is to regulate the size and aesthetic qualities of signs located within the Highway 141 Mixed Use Development Corridor.

1. **DEFINITIONS.** All words and phrases used in this Ordinance shall have the meanings set forth in this Ordinance. Words and phrases not defined in this Ordinance but defined in the Zoning Ordinance of the City of Grimes shall be given their common, ordinary meaning, unless the context clearly requires otherwise.

A. **FREESTANDING SIGN.** Any sign supported by structures or supports that are placed on, or anchored in the ground and that are independent from any other building or structure.

B. **POLE SIGN.** A freestanding sign resting on or supported by means of poles or beams.

C. **PROJECTING SIGN.** Any sign that projects from and is supported by a wall of a building or structure.

D. **ROOF SIGN.** Any sign erected and constructed wholly on or over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

E. **MONUMENT SIGN.** Any freestanding sign that is constructed with and supported exclusively with brick, stone, or concrete or concrete block.

2. **SIGNS PROHIBITED.** In addition to signs prohibited by Section 165.18(7) of the Zoning Ordinance, the following signs are also prohibited.

A. Pole signs, except as specifically approved by the Planning and Zoning Commission and City Council, but this exception only applies to Zone 2.

B. Roof signs.

C. Projecting signs except for wall signs that comply with the requirements of Section 3.

D. Freestanding rate signs. Rate signs or price signs are allowed only when incorporated into the freestanding monument signage as provided in Section 26.3.

3. SIGN AREA.

A. Wall signs are permitted as follows:

(1) For Single Tenant Structures, up to 10% of the area of each wall on street frontage.

(2) For Multi-Tenant Structures, up to 10% of the wall area in which the main entrance is located and between tenant demising walls. These signs shall also be a part of an overall plan to standardize the signage for these types of structures.

B. Freestanding Monument Signs. The area of the sign shall include the entire area of the surface the sign is mounted in or on, limited to the following area:

(1) For Development of Subdivision Signs, up to fifty (50) square feet.

(2) For Single Tenant Structures, up to fifty (50) square feet.

(3) For Multi-Tenant Structures, up to one hundred (100) square feet.

4. SIGN HEIGHT. In Zone 1, the height of all permitted freestanding monument signs shall be limited to twenty (20) feet at a minimum setback of fifteen (15) feet. In Zone 2, the maximum height for all permitted freestanding signs shall be twenty (20) feet, but additional height may be attained at the rate of one (1) foot per each additional foot of setback up to a maximum of thirty-five (35) feet in total height from the average grade at the base of the sign structure. Signs which are located in a planter or landscaped area with a minimum of forty (40) square feet shall be deemed to have satisfied the additional setback requirements. The landscaped area shall be planted with trees and/or shrubs to qualify for the additional height. The landscaped area shall only be given credit for

additional height and not construed to help satisfy other landscape provisions of this ordinance.

5. SIGN DESIGN. In Zone 1 and Zone 2 all signs shall consist of an earth-tone color with the only exception being signs that consist of inflexible National Franchise or Tradement Logos and colors.

65. GENERAL PERMIT PROCEDURES. The following procedures shall govern the application for and issuance of all sign permits under this Ordinance, and the submission and review of Master Signage Plans.

A. Applications. All applications for sign permits of any kind and for approval of a Master Signage Plan shall be submitted to the Planning and Zoning Commission in accordance with application requirements for the City.

B. Fees. Each application for a sign permit or for approval of a Master Signage Plan shall be accompanied by the applicable fees, which shall be established by the Grimes City Council from time to time by resolution.

C. Completeness. If the Planning and Zoning Commission finds that it is complete, the application shall then be processed. If the Planning and Zoning Commission finds that it is incomplete, the Planning and Zoning Commission shall send to the applicant a notice of the specific ways in which the application is deficient, with appropriate references to the applicable section of this Ordinance.

D. Action. If the application is determined complete, the Planning and Zoning Commission shall either:

(1) Issue sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this Ordinance and of the applicable Master Signage Plan, or

(2) Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this Ordinance and of the applicable Master Signage Plan. In case of a rejection, the Planning and Zoning Commission shall specify in the rejection the section or sections of the ordinance or applicable plan with which the sign(s) is inconsistent.

76. SIGN PERMITS. The owner of a lot containing signs requiring a permit under this Ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual lots, notwithstanding the fact that a particular lot may be included with other lots in a Master Signage Plan.

A. Initial Sign Permit. If for a temporary sign, a sign permit shall be issued with an expiration date based on the date of issuance.

B. Sign Permits, Subsequent. Temporary sign permits shall be issued for periods not to exceed twelve (12) months and may, if approved, be renewed upon submission of a renewal application form and the applicable fees.

C. Renewal applications shall contain a representation by the applicant that no changes to signage under the permit has been made or shall contain dimensions, drawings, and photos of any changes.

87. VIOLATIONS. Any of the following shall be a violation of this Ordinance and shall be subject to the enforcement remedies and penalties provided by this Ordinance, by the Zoning Ordinance, and by State law:

A. To install, create, erect, or maintain any sign requiring a permit without such a permit;

B. To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing such sign or the lot on which the sign is located;

C. To fail to remove any sign that is installed, created, erected, or maintained in violation of this Ordinance, or for which the sign permit has lapsed; or to continue any such violation. Each such day of a continued violation shall be considered a separate violation when applying the penalty portions of this Ordinance.

D. Each sign installed, created, erected, or maintained in violation of this Ordinance shall be considered a separate violation of this Ordinance and shall be considered a separate violation when applying the penalty portions of this Ordinance.

98. ENFORCEMENT AND REMEDIES. Any violation or attempted violation of this Ordinance or of any condition or requirement adopted pursuant hereto may be restrained, corrected, or abated, as the case may be, by

injunction or other appropriate proceedings pursuant to state law. A violation of this Ordinance shall be considered a violation of the Zoning Ordinance of the City of Grimes. The remedies of the City shall include the following:

- A. Issuing a stop-work order for any and all work on any signs on the same lot;
- B. Seeking an injunction or other order of restraint or abatement that requires the removal of the sign(s) or the correction of the nonconformity;
- C. Imposing any penalties that can be imposed directly by the City under the Zoning Ordinance;
- D. Seeking in court the imposition of any penalties that can be imposed by such court under the Zoning Ordinance; and
- E. In the case of a sign that poses an immediate danger to the public health or safety, taking such measures as are available to the City under the applicable provision of the Zoning Ordinance and Building Code for such circumstances.
- F. All such remedies provided herein shall be cumulative. To the extent that state law may limit the availability of a particular remedy set forth herein for a certain violation of a part thereof, such remedy shall remain available for other violations or for other parts of the same violation.

109. FEE SCHEDULE. The fees for sign permits and plans shall be: Master Signage Plan, Application Fee \$100.00; Sign Permit, Initial, including inspection, per lot \$75.00; Re-Inspection Fee, \$35.00; Sign permit, Continuing, per lot, \$10.00; and Temporary Sign permit, Private Property, per sign, \$25.00.

165A.27 WAIVER OF REQUIREMENTS. Any one or more of the requirements set forth in this Chapter 165A may be waived by the City Council after consideration by the Planning and Zoning Commission. Any person seeking a waiver under this Chapter shall submit a written application to the City detailing the reasons for the waiver. In addition, the requirements in this Chapter do not apply to any areas zoned R-4 (Planned Unit Development District).