



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, AUGUST 18, 2025, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/94471503551?PWD=TFNK1IVB09LKZGADREJCO
M24IR453T.1](https://zoom.us/j/94471503551?pwd=TFNK1IVB09LKZGADREJCO M24IR453T.1)

MEETING ID: 944 7150 3551
PASSCODE: 106635

TENTATIVE AGENDA

1. **Call to Order:**

2. **Perfecting and Approval of Agenda:**

The City Council may act on any item listed on the agenda.

3. **Consent Agenda:**

All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

A. Council Minutes: August 4, 2025.

B. Liquor Licenses:

1. Hy-Vee, Inc., 320 West Street South.

2. McNally's Market, LLC., 1026 Main Street.

3. Poweshiek Animal League Shelter and Human Society, 811 Park Street.

4. **Meeting Minutes and Communications:**

A. Finance Committee Minutes: August 4, 2025.

B. Public Works & Grounds Committee Minutes: August 4, 2025.

C. Public Safety Committee Minutes: August 4, 2025.

D. Planning Committee Minutes: August 4, 2025.

E. Police Monthly Report - July 2025.

5. **Public Hearing:**

A. Central Park Veterans Monument and Plaza.

6. **Committee Business:**

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

A. Report from the Finance Committee

1. Consider approval of the FY 25 Street Finance Report.
2. Consider approval of a resolution approving an agreement with Heartland Business Systems to purchase anti-virus software, Crowdstrike, in the amount of \$400.00 a month. (See Resolution No. 2025-)

B. Report from the Public Works and Grounds Committee

1. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 6, in the amount of \$786,939.98 to Caldwell Tanks, Inc. for the South Water Tower Project. (See Resolution No. 2025-)
2. Consider approval of a Fabrication Agreement with Vector Fabricating, Inc. for the Veterans Monument Project in the amount of \$735,000.00 and approving the first payment in the amount of \$73,500.00 per the fabrication agreement.
3. Consider approval of a resolution approving a Service Agreement with Houston Engineering, Inc. for the Arbor Lake and Lake Nyanza Restoration Project. (See Resolution No. 2025-)
4. Consider approval of a resolution approving an Agreement with the Iowa Department of Transportation for the Reconstruct Parking Apron Project at the Grinnell Regional Airport. (See Resolution No. 2025-)
5. Consider approval of a resolution adopting the plans and specifications, proposed form of contract and estimate of cost for the Central Park Veterans Monument Plaza. (See Resolution No. 2025-)
6. Discuss bids for the Central Park Veterans Monument and Plaza Project.
7. Consider approval of a driveway approach request from Kwik Star for the property located at 410 Lang Creek Avenue.

C. Report from the Planning Committee

1. Consider approval of an Urban Renewal Joint Agreement with Poweshiek County.

7. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

8. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

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GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, AUGUST 4, 2025, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

[HTTPS://ZOOM.US/J/94029629743?PWD=Q1BSQLFOSTMXDVIDIM1PYA0NODDK0QT09](https://zoom.us/j/94029629743?pwd=Q1BSQLFOSTMXDVIDIM1PYA0NODDK0QT09)

MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with all council members present.

White made the motion, seconded by Hueftle-Worley, to approve the agenda as presented. AYES: 5-0. Motion carried.

- A. July 21, 2025, Council Minutes.
- B. Liquor License Renewals:
 - 1. Grinnell College, 1115 8th Avenue.
 - 2. Grinnell Aerie No 2545 Fraternal Order of Eagles, 616 4th Avenue.
- C. Approve city claims and payroll claims from July 8, 2025, through and including August 4, 2025, in the amount of \$2,349,237.16.

The Mayor and Council acknowledged receipt of the following meeting minutes and communications:

- A. Finance Committee Minutes: July 21, 2025.
- B. Public Works & Grounds Committee Minutes: July 21, 2025.
- C. Public Safety Committee Minutes: July 21, 2025.
- D. Planning Committee Minutes: July 21, 2025.
- E. Mayor's Proclamation - The Mayflower Community Week.

The Mayor announced that this was the time and place for the public hearing on the matter of the proposal to enter into a Development Agreement with United Mutual Insurance Association.

The Mayor then asked the Clerk whether any written or oral objections had been filed by any city resident or property owner regarding the matter of the proposal to enter into

a Development Agreement with United Mutual Insurance Association.

The City Clerk advised the Mayor and the City Council that no written or oral objections had been filed regarding the matter of the proposal to enter into a Development Agreement with United Mutual Insurance Association.

Hueftle-Worley made the motion, seconded by White, to close the public hearing on the matter of the proposal to enter into a Development Agreement with United Mutual Insurance Association. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to accept the resignation of Council Member Julie Davis, effective August 1, 2025. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve Resolution No. 2025-131. A resolution for monthly internal transfer of funds in the amount of \$46,666.51. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve Resolution No. 2025-132, A resolution for monthly transfer of funds for trust and agency in the amount of \$31.74. AYES: 5-0. Motion carried.

The Mayor and Council acknowledged receipt of the June investment and treasurers reports.

Wray made the motion, seconded by White, to approve a special Campbell Fund request from Read 2 Lead in the amount of \$1,000.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve the appointment of Rachel Bly as the city representative for the Poweshiek Development Board. AYES: 4-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-133. A resolution authorizing payment of contractor's final retainage in the amount of \$11,658.48, to Jasper Construction for the 2024 Central Business District Maintenance Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-134. A resolution authorizing payment of the contractor's final retainage in the amount

of \$30,000.00 to WRH, Inc. for the Wastewater Treatment Plant Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-135. A resolution authorizing payment of contractor's final retainage in the amount of \$39,076.46 to Con-Struct, Inc. for the Park Street Reconstruction Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve a supplemental contract with RES/HGS, LLC., for the Blakely Circle & RC Industries Water Quality Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-136. A resolution approving Change Order No. 3 in the amount of \$5,645.00 for the Water Quality Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-137. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$46,776.16 to RES/HGS, LLC. for the Water Quality Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-138. A resolution accepting the work for the Blakely Circle & RC Industries Water Quality Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-139. A resolution authorizing payment of contractor's Pay Request No. 11, in the amount of \$31,978.52 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-140. A resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$358,677.42 to WRH, Inc. for the Water Treatment Plant Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-141. A resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$72,128.75 to Con-Struct Inc. for the Scout Subdivision Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve Resolution No. 2025-142. A resolution approving a Standard Architect Agreement and Scope of Services

with RDG Planning & Designs, Inc. for the Davis Park and Merrill Park Redevelopment Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve a request from German Plumbing Heating and Cooling, Inc. to lay concrete in the alley between the buildings at 608 and 610 1st Avenue. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve a request from Paul Kessler, 1845 4th Avenue, to approve a native planting area. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to authorize staff to work on an amendment to the Grinnell City Code to address existing mobile home parks utility fees. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to approve a road closure request from UnityPoint Health for their 5K/3K Fun Run on October 4, 2025, from 3rd Avenue along Central Park, specifically the block between Broad Street and Park Street. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to approve a street closure request from Grinnell College on August 24, 2025, to close select segments of Broad Street and the 1000 Block Alley on the west side of the building. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to approve a Free Trial Agreement with Samsara for a 30-day trial for the use of dash cameras. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to approve a request from Grinnell College to utilize the head in parking immediately north of 11th Avenue on the west side of Park Street for bus parking during college athletic events. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to authorize staff to investigate the option of Grinnell Fire and Rescue to provide local medical transports. AYES: 5-0. Motion carried.

Bly made the motion, seconded by Wray, to approve Resolution No. 2025-143. A resolution approving and authorizing the execution of a Development Agreement with United Mutual Insurance Association. AYES: 5-0. Motion carried.

White made the motion, seconded by Bly, to approve the third and final reading of Ordinance No. 1567 - Amending 41.14 - Fireworks and adopting upon publication. AYES: 4-1. Motion carried.

There were no inquiries.

The meeting was adjourned at 7:24 P.M.



DAN F. AGNEW, MAYOR

ATTEST:



ALYSSA DEVIG, CITY CLERK



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee Food Store

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

320 West St S

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

Grinnell

Poweshiek

50112-0000

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266

Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

License Information

LICENSE NUMBER

LE0000590

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Apr 21, 2025

EXPIRATION DATE

Apr 20, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nathan Allen	Indianola	Iowa	50125	SVP General Counsel, Asst Secretary	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	SVP Accounting, Controller	0.00	Yes
Aaron Wiese	Urbandale	Iowa	50323	President	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

MCNALLY MARKETS LLC

NAME OF BUSINESS(DBA)

MCNALLY MARKET

BUSINESS

ADDRESS OF PREMISES

1026 MAIN ST

PREMISES SUITE/APT NUMBER

CITY

COUNTY

ZIP

GRINNELL

POWESHIEK

50112

MAILING ADDRESS

4074 HOWE RD

CITY

WAYNE

STATE

Michigan

ZIP

481841830

Contact Person

NAME

MAYANKKUMAR PATEL

PHONE

7082087856

EMAIL

patelm1993@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class E Retail Alcohol License

12 Month

Submitted
to Local
Authority

EFFECTIVE DATE

EXPIRATION DATE

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES

Status of Business



State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
MAYANKKUMAR PATEL	WAYNE	Michigan	481841830	Member	100.00	No

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Poweshiek Animal League Shelter and Humane Society	Poweshiek Animal League Shelter (PALS)	(641) 260-6789		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
811 Park Street		Grinnell	Poweshiek	50112
MAILING ADDRESS	CITY	STATE	ZIP	
811 Park Street	Grinnell	Iowa	50112	

Contact Person

NAME	PHONE	EMAIL
Katheryn Klemm	(641) 260-6789	pals.funrun@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Nonprofit entity which has a principal office in the State of Iowa.

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Katheryn Klemm	Grinnell	Iowa	50112	BoD -President	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Poweshiek Animal League Shelter and Humane Society	20-1045708	Grinnell	Iowa	50112	100.00

Insurance Company Information

INSURANCE COMPANY

Alliance of Nonprofits for Insurance

POLICY EFFECTIVE DATE

May 13, 2025

POLICY EXPIRATION DATE

May 13, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 4, 2025, AT 8:00 AM
IN THE 2ND FLOOR CONFERENCE ROOM AND VIA ZOOM

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MINUTES

Roll Call:

Wary (Chair), White. Also present were Mayor Agnew, Russ Behrens, Russ Crawford, and Alyssa Devig.

Approved as presented.

White made the motion, seconded by Wray, to accept the resignation of Council Member Julie Davis, effective August 1, 2025. AYES: 2-0. Motion carried.

White made the motion, seconded by Wray, to approve a notice of intent to fill a City Council vacancy by appointment and authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 2-0. Motion carried.

White made the motion, seconded by Wray, to approve Resolution No. 2025-131. A resolution for monthly internal transfer of funds in the amount of \$46,666.51. (See Resolution No. 2025-131). AYES: 2-0. Motion carried.

White made the motion, seconded by Wray, to approve Resolution No. 2025-132. A resolution for monthly transfer of funds for trust and agency in the amount of \$31.74. AYES: 2-0. Motion carried.

The committee reviewed the investment and treasurers report for June 2025.

White made the motion, seconded by Wray, to approve a special Campbell Fund request from Read 2 Lead. AYES: 2-0. Motion carried.

White made the motion, seconded by Wray, to approve the appointment of Rachel Bly as the city representative for the Poweshiek Development Board. AYES: 2-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 8:12 A.M.

JO WRAY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR SESSION
MEETING
MONDAY, AUGUST 4, 2025, AT 4:45 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

MINUTES

[HTTPS://ZOOM.US/J/94029629743?PWD=Q1BSQLF0STMXDVDIM1PYA0NODDK0QT09](https://zoom.us/j/94029629743?pwd=Q1BSQLF0STMXDVDIM1PYA0NODDK0QT09)

Roll Call: Byron Hueftle-Worley (Chari), Rachel Bly, Shane Hart.

Approved as presented.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-133. A resolution authorizing payment of contractor's final retainage in the amount of \$11,658.48, to Jasper Construction for the 2024 Central Business District Maintenance Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve Resolution No. 2025-134. A resolution authorizing payment of the contractor's final retainage in the amount of \$30,000.00 to WRH, Inc. for the Wastewater Treatment Plant Project. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-135. A resolution authorizing payment of contractor's final retainage in the amount of \$39,076.46 to Con-Struct, Inc. for the Park Street Reconstruction Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve a supplemental contract with RES/HGS, LLC., for the Blakely Circle & RC Industries Water Quality Project. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-136. A resolution approving Change Order No. 3 in the amount of \$5,645.00 for the Water Quality Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve Resolution No. 2025-137. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$46,776.16 to RES/HGS, LLC. for the Water Quality Project. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-138. A resolution accepting the work for the Blakely Circle & RC Industries Water Quality Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve Resolution No. 2025-139. A resolution authorizing payment of contractor's Pay Request No. 11, in the amount of

\$31,978.52 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-140. A resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$358,677.42 to WRH, Inc. for the Water Treatment Plant Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve Resolution No. 2025-141. A resolution authorizing payment of contractor's Pay Request No. 5, in the amount of \$72,128.75 to Con-Struct Inc. for the Scout Subdivision Project. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-142. A resolution approving a Standard Architect Agreement and Scope of Services with RDG Planning & Designs, Inc. for the Davis Park and Merrill Park Redevelopment Project. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Bly, to approve a request from German Plumbing Heating and Cooling, Inc. to lay concrete in the alley between the buildings at 608 and 610 1st Avenue. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Hart, to approve a request from Paul Kessler, 1845 4th Avenue, to approve a native planting area. AYES: 3-0. Motion carried.

Shane Hart made the motion, seconded by Rachel Bly, directing staff to work towards amending the water charges ordinance to address current mobile home parks within the city limits. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 5:56 P.M.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



GRINNELL PUBLIC SAFETY COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 4, 2025, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Roll Call: Jim White (Chair), Byron Hueftle-Worley.

Approved the agenda as presented.

Hueftle-Worley made the motion, seconded by White, to approve a road closure request from UnityPoint Health for their 5K/3K Fun Run on October 4, 2025, from 3rd Avenue along Central Park, specifically the block between Broad Street and Park Street. AYES: 2-0. Motion carried.

Hueftle-Worley made the motion, seconded by White, to approve a street closure request from Grinnell College on August 24, 2025, to close select segments of Broad Street and the 1000 Block Alley on the west side of the building. AYES: 2-0. Motion carried.

Hueftle-Worley made the motion, seconded by White, to approve a Free Trial Agreement with Samsara for a 30-day trial for the use of dash cameras. AYES: 2-0. Motion carried.

Hueftle-Worley made the motion, seconded by White, to approve a request from Grinnell College to utilize the head in parking immediately north of 11th Avenue on the west side of Park Street for bus parking during college athletic events. AYES: 2-0. Motion carried.

Hueftle-Worley made the motion, seconded by White, to authorize staff to investigate Unity Point-Grinnell to investigate the option of Grinnell Fire and Rescue to provide local medical transport. AYES: 2-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 5:46 P.M.

JIM WHITE, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



GRINNELL PLANNING COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 4, 2025, AT 6:15 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Roll Call: Rachel Bly (Chair), Shane Hart, Jo Wray.

The agenda was approved as presented.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-143. A resolution approving and authorizing the execution of a Development Agreement with United Mutual Insurance Association. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 6:16 P.M.

RACHEL BLY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



City of Grinnell
...Jewel of the Prairie

Michael A. McClelland
Chief of Police
Police Department
1020 Spring Street
Grinnell, IA 50112

Phone: 641-236-2670
FAX: 641-236-2652
ORI#IA0790100

TO: Honorable Dan Agnew
Honorable City Council Members
Mr. Russ Behrens, City Manager
Mrs. Alyssa Devig, City Clerk

DATE: 4 AUG 2025

SUBJECT: MONTHLY REPORT FOR JULY 2025

MONTHLY STATS	CURRENT MO.	LAST MO.	PREVIOUS YEAR
	JULY 2025	JUNE 2025	JULY 2024
ARRESTS	17	36	18
CITATIONS	20	26	41
WARNINGS	63	43	88
PD Collisions	1	8	16
PI Collisions	8	3	1
HIT & RUN	3	3	0
Parking Citations	35	26	33
Calls for Service	719	640	881

BIAS-BASED POLICING REPORT (JULY 2025)

	ETHNICITY	GENDER (M/F)	RACE
ARRESTS	1 (Hispanic or Latino) 16 (Not Hispanic or Latino)	8/9	0 (American Indian or Alaska Native) 0 (Asian) 2 (Black) 15 (White)
CITATIONS	2 (Hispanic or Latino) 18 (Not Hispanic or Latino)	15/5	19 (White) 0 (Asian) 1 (Black) 0 (American Indian or Alaska Native)
WARNINGS	4 (Hispanic or Latino) 59 (Not Hispanic or Latino)	35/28	62 (White) 0 (Asian) 1 (Black) 0 (American Indian or Alaska Native)



City of Grinnell
...Jewel of the Prairie

Michael A. McClelland
Chief of Police
Police Department
1020 Spring Street
Grinnell, IA 50112

Phone: 641-236-2670
FAX: 641-236-2652
ORI#IA0790100

MENTAL HEALTH CRISIS CFS FOR JULY 2025 (Faith Repp)

Mental Health Crisis Calls for Service (CFS) - Total	101
Poweshiek County Sheriff's Office- CFS Referred	0
Grinnell Fire Department – CFS Referred	0
Grinnell Police Department- CFS Referred	65
% Referred for additional resources/ assistance	64%

CODE ENFORCEMENT CFS FOR JULY 2025 (Daniel Gilliam)

Abandoned Vehicles	3
Animal Complaints	6
City Code Violations/ Warnings	35
Nuisance Properties	2
Parking Issues	1
Total:	47

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael A. McClelland", written over a light blue circular stamp.

Michael A. McClelland, Chief of Poli



GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 18, 2025, AT 8:00 AM
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM
[HTTPS://ZOOM.US/J/95561623990?PWD=DMT8KIBNRWQW3VMWJ1AH
PCVZJZJVDN.1](https://zoom.us/j/95561623990?pwd=DMT8KIBNRWQW3VMWJ1AHPCVZJZJVDN.1)

MEETING ID: 955 6162 3990
PASSCODE: 860644

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of the FY 25 Street Finance Report.
2. Consider approval of a resolution approving an agreement with Heartland Business Systems to purchase anti-virus software, Crowdstrike, in the amount of \$400.00 a month. (See Resolution No. 2025-144)

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Grinnell

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$20,958	\$210,833					\$231,791
Benefits - Roads/Streets	\$422	\$5,284					\$5,706
Training & Dues	\$217	\$545					\$762
Building & Grounds Maint. & Repair		\$820					\$820
Vehicle & Office Equip Operation and Repair		\$67,606					\$67,606
Operational Equipment Repair		\$15,282					\$15,282
Engineering		\$11,961			\$558,693		\$570,654
Legal					\$67		\$67
Street Maintenance Expense		\$4,840					\$4,840
Other Professional Services					\$39,971		\$39,971
Other Contract Services	\$159,800	\$33,281					\$193,081
Office Supplies	\$1,708						\$1,708
Operating Supplies		\$17,811					\$17,811
Postage & Safety		\$949					\$949
Other Supplies	\$1,944						\$1,944
Heavy Equipment			\$294,693				\$294,693
Street - Preservation		\$263,646			\$3,802,142		\$4,065,788



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Grinnell

Ames, IA 50010

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Principal Payment				\$180,000			\$180,000
Interest Payment				\$7,300			\$7,300
Transfer Out		\$417,300	\$2,873,611		\$1,936,085		\$5,226,996
Street Lighting		\$131,073					\$131,073
Traffic Control/Safety		\$27,389					\$27,389
Snow Removal		\$46,895					\$46,895
Depreciation & Building Utilities	\$15,012						\$15,012
Accounting/Recording	\$197						\$197
Street Cleaning		\$50,221					\$50,221
Snow Removal Salaries		\$81,862					\$81,862
Total	\$200,258	\$1,387,598	\$3,168,304	\$187,300	\$6,336,958		\$11,280,418



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Grinnell

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$83,955		\$0	\$0			\$83,955
Interest		\$47,397	\$10,750		\$64,374		\$122,521
State Revenues - Road Use Taxes		\$1,358,272					\$1,358,272
Local Contributions	\$57,164						\$57,164
Charges/fees	\$1,380				\$1,355,341	\$0	\$1,356,721
Contributions	\$27,394	\$740					\$28,134
Sale of Property & Merchandise	\$30,365	\$2,357					\$32,722
Transfer In		\$142,720	\$155,005	\$187,300	\$4,741,971		\$5,226,996
Total	\$200,258	\$1,551,486	\$165,755	\$187,300	\$6,161,686	\$0	\$8,266,485



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City Street Finance Report

Fiscal Year 2025

Grinnell

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
GO Series 2016A	\$365,000	\$180,000	\$7,300	\$180,000	\$7,300	\$185,000
Total	\$365,000	\$180,000	\$7,300	\$180,000	\$7,300	\$185,000



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City Street Finance Report

Fiscal Year 2025

Grinnell

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
International 4X2 Single Axle Dump Truck	2001	Purchased	\$73,000	No Change
International 7300 Single Axle Truck	2004	Purchased	\$69,000	No Change
Vermeer Stump/Brush Chipper	1989	Purchased	\$14,000	Sold
Husqvarna Concrete Saw	2018	Purchased	\$6,000	Sold
Global Street Sweeper	2020	Purchased	\$167,195	No Change
JD 524K 4WD Loader	2018	Purchased	\$125,979	No Change
International DumpTruck	2016	Purchased	\$81,200	No Change
International 4300 Boom Truck	2006	Purchased	\$125,976	No Change
Champion Series V Grader	1998	Purchased	\$107,649	No Change
International 7400 SBA 412	2007	Purchased	\$102,000	No Change
Case 621c Wheel Loader	2000	Purchased	\$52,000	No Change
International 7300 Single Axle Truck	2002	Purchased	\$66,000	No Change
Monroe Sander	2006	Purchased	\$6,000	Sold
Bobcat S185 Skid Steer Loader	2008	Purchased	\$31,747	No Change
SNOCO TRAILER	1982	Purchased	\$10,000	No Change
FREIGHTLINER 108SD DUMPTRUCK	2023	Purchased	\$203,000	No Change
INTERNATIONAL DUMP TRUCK	2012	Purchased	\$115,420	No Change
HENDERSON SPREADER	2012	Purchased	\$16,500	No Change
CASE TRACTOR	1994	Purchased	\$29,293	No Change
CASE 580SM BACKHOE	2003	Purchased	\$73,629	No Change
CRAFCO MELTER	2011	Purchased	\$33,000	No Change



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City Street Finance Report

Fiscal Year 2025

Grinnell

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Description	Model Year	Usage Type	Cost	Purchased Status
BOBCAT PLANER	2008	Purchased	\$14,614	No Change
SNO GO SNOWBLOWER	2018	Purchased	\$100,000	No Change
2024 BOBCAT SKIDLOADER S64	2024	Purchased	\$50,000	No Change
HYD Breaker for Skid Loader	1995	Purchased	\$5,500	Sold
310SL JD Backhoe Loader	2018	Purchased	\$89,803	No Change
PJ DUMP TRAILER	2010	Purchased	\$10,000	No Change



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City Street Finance Report

Fiscal Year 2025

Grinnell

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
2024 STREET PROJECT	\$269,682	\$271,222	InRoads, LLC.
PENROSE STREET PROJECT	\$443,923	\$443,923	MANATT'S, INC.
SUMMER STREET IMP PROJECT	\$537,747	\$538,347	MANATT'S, INC.



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Grinnell

8/13/2025 12:25:34 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$909,906	\$3,016,975	\$0	\$2,351,456	\$0	\$6,278,337
SubTotal Expenses (-)	\$200,258	\$970,298	\$294,693	\$187,300	\$4,400,873		\$6,053,422
Transfers Out (-)		\$417,300	\$2,873,611		\$1,936,085		\$5,226,996
Subtotal Revenues (+)	\$200,258	\$1,408,766	\$10,750	\$0	\$1,419,715	\$0	\$3,039,489
Transfers In (+)		\$142,720	\$155,005	\$187,300	\$4,741,971		\$5,226,996
Ending Balance	\$0	\$1,073,794	\$14,426	\$0	\$2,176,184	\$0	\$3,264,404

Resolution Number:

Execution Date:

Signature:

RESOLUTION NO. 2025-144

RESOLUTION APPROVING MOVING ANTI-VIRUS TO CROWDSTRIKE MANAGED BY HEARTLAND BUSINESS SYSTEMS (HBS).

WHEREAS, the city of Grinnell desires to make sure their anti-virus is up to the standards needed to make sure business is being handled efficiently and securely; and

WHEREAS, the city of Grinnell and the Drake Community Library Board wish to have all email services handled by an IT provider;

WHEREAS, HBS has reviewed the city's anti-virus to make sure that they are able to provide the services the city of Grinnell needs; and

WHEREAS, the quotes outline the services HBS will be providing as follows:

- Anti-Virus \$400.00 monthly

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor is hereby directed and authorized to sign the quotes for Check Point Harmony services with HBS.

Passed and approved this 18th day of August 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, Assistant City Clerk/Finance Director

CrowdStrike Conversion

Quote #382808 v2



Prepared For:

City of Grinnell

 Alyssa Devig
 520 4th Avenue
 Grinnell, IA 50112

P: (641) 485-3042

E: adevig@grinnelliowa.gov

Prepared by:

Des Moines Iowa Area Office

 Keri McMahon
 7745 Office Plaza Dr N
 Suite 150
 West Des Moines, IA 50266

P: (515) 400-8296

E: kcmahon@hbs.net

Date Issued:

07.21.2025

Expires:

08.29.2025

Managed One Protect	Recurring	Qty	Ext. Recurring
Endpoint Protection - Secondary Recommendation (must have management agent on covered devices)			
Crowdstrike MSSP Defend AV/EDR - Add On Next-gen anti-virus with EDR. Continuous monitoring to capture endpoint activity so you know exactly what's happening — from a threat on a single endpoint to the threat level of the organization — through Falcon Insight™ endpoint detection and response (EDR) <i>HBS actively monitors the software to ensure it is functioning correctly, receiving updates, and reviews alerts. Remediation of any issues that may arise or be identified will be routed to the appropriate team and billed accordingly.</i>	\$4.00	100	\$400.00
CrowdStrike will replace existing Symantec and AVG licenses currently being used. Onboarding will be invoiced as T&M			
Monthly Subtotal:			\$400.00

Services	Price	Qty	Ext. Price
Estimated Professional Services	\$185.00	4	\$740.00
Subtotal:			\$740.00

Term	Qty
TERM	
One Year Term (12 Months)	
The prepared quote is based on the information provided by the client within the Client Preassessment form. Please be aware that the quantities of items may change as onboarding is occurring. If this happens, a separate charge for additional services onboarded will be billed accordingly.	

Quote Summary	Amount
Services	\$740.00
Total:	\$740.00

Monthly Expenses Summary		Amount
Managed One Protect		\$400.00
Monthly Total:		\$400.00

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance			
Des Moines Iowa Area Office		City of Grinnell	
Keri McMahon		Alyssa Devig	
Signature / Name		Signature / Name	Initials
07/21/2025			
Date		Date	

Managed Services Agreement

Managed Service Agreement

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company (“Provider”), with its principal offices located at 1700 Stephen Street, Little Chute, WI 54140, and City of Grinnell (“Customer”).

The terms of this Agreement include Provider’s Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> (“ST&C”), which are incorporated herein by reference. Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I

CUSTOMER REQUIREMENTS

A. In order to allow Provider to perform the services described herein (“Services”), Customer shall provide the following:

1. Access. Remote access to Customer’s network, and for any required on-site Services, physical access to Customer’s facilities and network (collectively the “Customer Environment”) to provide the Services. Additional access requirements may be set forth within this Agreement.
2. Internet. Adequate bandwidth, including sufficiently low latency and packet loss, for connectivity to the Internet.
3. Hardware. Industry standard server, routing and firewall appliances, and such appliances shall have current manufacturer warranties. Customer authorizes Provider to contact the applicable manufacturers on behalf of Customer for support if needed. In the event that Provider agrees to provide remediation of any hardware failure, Provider shall separately invoice Customer for such work on a time and materials (“T&M”) basis at the applicable hourly rates.
4. Existing Environment. In order for the Customer’s Environment to qualify for Services, all equipment, including PCs, Laptops, Servers, Switches, Routers, Firewalls, and Wireless controllers, must be running currently supported software versions as approved by the manufacturer. All equipment, with the exception of end user PCs or workstations, must be covered by a manufacturer warranty and also protected by a current support contract. However, equipment that initially meets these requirements may prove to be chronically failing, as determined by Provider. In the event that this occurs, Customer shall be required to replace such equipment, or such equipment shall no longer be subject to this Agreement.

B. In order to allow Provider to perform the Services, Customer warrants and represents to Provider as follows:

1. Software. That all its software licensing is genuine and that its support agreements are current. Customer authorizes Provider to contact the applicable software vendors on behalf of Customer for support in accordance with the provision of the Services.
2. Data Security and Protection. That the Customer Environment is protected by industry standard security and virus protection software.
3. Proper Backup. That Customer’s data and system has been properly backed up prior to the commencement of any services provided by Provider, and Customer understands that Provider shall have no liability whatsoever, under any circumstances, for any damages that Customer suffers from Customer’s failure to backup data.

C. Customer Contact. Customer shall only have its authorized personnel contact the Service Desk. Contact may be by phone, email, Customer portal, or computer agent. Customer shall provide a complete description of the issue

and point of contact information including name, telephone number, and email. Customer shall provide details regarding the urgency of the case, and Customer shall communicate this information within a reasonable time after becoming aware of the issue.

D. Additional Fees. In the event that Provider is delayed in the performance of the Services by Customer's failure to comply with any obligation in this Agreement, Provider shall separately invoice Customer for such additional time on a T&M basis at the applicable hourly rates.

ARTICLE II

ADDITIONAL TERMS AND CONDITIONS

A. Invoicing and Payment Terms. Provider shall invoice Customer as described in the attached Quote, which shall include monthly invoices for the recurring costs listed in the Quote. For monthly or yearly subscription-based licenses or services, Provider shall have the right to adjust billed quantities based on Customer's monthly or yearly consumption, as applicable. Customer may also request an adjustment to the quantities needed on a monthly basis, and Provider shall have the right to approve or disapprove any such adjustment. Any products or services requested by Customer that fall outside of the terms of this Agreement shall be billed separately. Provider shall have the right to update the pricing for this Agreement at any time by providing thirty (30) days' prior written notice to Customer.

B. Failure to Pay. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to immediately withhold any Services covered by this Agreement or any other products or services, and shall be a default. In the event of a default, Provider shall have the right, prior to providing any notice of default, to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider brings legal action to collect any amounts owed, Provider shall be entitled to recover all its costs, expenses, disbursements, and attorneys' fees.

C. Travel Expenses. Travel shall be billed one-way from the nearest Heartland office regardless of engineer location.

D. Telco Fees. In the event that Provider agrees to provide services involving Customer's telephone or communications providers or related circuitry, Provider shall separately invoice Customer for such work on a T&M basis at the applicable hourly rates.

E. Term. The term of this Agreement shall commence on the Agreement effective date and shall continue each month until terminated pursuant to the following section.

F. Termination by Either Party. In the event that the attached Quote contains a specific initial term (which shall also include any renewal terms), Customer shall not have the right to terminate this Agreement during such term for any reason. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month.

G. Termination for Breach. In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this Agreement shall remain in effect. For purposes of this Agreement, a "reasonable opportunity to

cure” shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider may pursue any rights or remedies that are available at law or equity, and Provider shall not be required to provide any additional services of any type, including but not limited to the transferring, providing or copying of any data or administrative access credentials, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services.

H. Indemnification. Customer shall indemnify, defend and hold harmless Provider from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) arising out of: (i) any breach of this Agreement by Customer; or (ii) any breach of any of the representations or warranties made by Customer in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, Customer’s use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. The indemnification rights are independent of, and in addition to, such rights and remedies as Provider may have at law or in equity or otherwise.

I. Limitation of Liability. The Services shall be provided in substantial conformance with this Agreement and any attached documents. Except for the foregoing, Provider makes no warranties or representations of any kind. Except as specifically provided in this Agreement, Provider shall have no liability or responsibility to Customer or to anyone else with respect to any liability, loss, or damages arising out of, or relating to, the operation or non-operation of the Services. Provider hereby specifically disclaims any and all other warranties, whether express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose in connection with this Agreement or Provider’s provision of, or failure to provide, the Services. In addition, Provider shall not be liable for any indirect, incidental, consequential, reliance, punitive or special damages. Notwithstanding anything else contained herein, the sole and entire maximum liability of Provider to Customer for any and all proven loss, claim, damages or liability of any kind (including but not limited to contract, tort or otherwise) with respect to all Services provided by Provider and any act or omission of Provider will consist of a duty to refund not more than the total amount actually paid by Customer to Provider during the one-year period immediately preceding such loss, claim, damage or liability.

J. Service Operation Disclaimer. Customer authorizes Provider to view any information related to the process of performing system repairs or improvements. Customer also authorizes Provider to delete, change, or rewrite any information to the extent necessary to complete any system repair or improvement in a manner consistent with industry standards and practices.

K. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing:

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

1700 Stephen Street

Little Chute, WI 54140

If to Customer:

Address Specified in Quote

ARTICLE III

RENTAL OF EQUIPMENT

In the event that the Quote attached hereto includes the rental of any equipment, the following supplemental terms and conditions shall apply to such rental of equipment.

A. **Rental of Equipment.** Provider hereby rents to Customer and Customer hereby rents from Provider the equipment described in the Quote attached hereto (the "Equipment") for the rental amount and on the terms set forth in this Agreement. This is a rental only and Customer will have no right, title or interest in or to the Equipment except for the use of the Equipment as described in this Agreement. This shall be treated as a true rental for federal and applicable state income tax purposes with Provider having all benefits of ownership of the Equipment. Provider shall have the right to file a Uniform Commercial Code Financing Statement for this Agreement, at Customer's expense.

B. **Term.** This Equipment rental, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the term listed in the Quote. Notwithstanding Article II.F., the Equipment rental shall not extend beyond the expiration of the term listed in the Quote.

C. **Rental.** Customer shall pay Provider monthly rental and other payments according to the Quote. Customer shall pay all costs, expenses, fees, charges, and taxes (other than federal and state income taxes on the income of Provider) incurred in connection with the registration, delivery, use or operation of Equipment during the term.

D. **Delivery.** If Provider is not retaining the Equipment at Provider's premises, Customer shall be responsible for all costs of shipping the Equipment to Customer's premises, installation, and set up, and all costs of shipping the Equipment back to Provider upon termination or expiration of the term.

E. **Location.** If Provider is not retaining the Equipment at Provider's premises, Customer shall keep the Equipment in Customer's possession and control at Customer's premises or such other location as Provider may consent in writing. Upon request, Customer will advise Provider as to the exact location of the Equipment. Provider may inspect the Equipment during normal business hours, and Customer shall provide Provider access for such purpose.

F. **Operation.** Customer will operate the Equipment carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

G. **Alterations.** Customer shall not make any alterations, additions or improvements to any Equipment which detract from its economic value or functional utility.

H. **Maintenance.** Customer shall, at its expense (i) maintain the Equipment in good condition, and repair, in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and keep the Equipment free from any ransomware, malware, spyware, viruses and similar devices, and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Equipment.

I. **Surrender of Equipment.** Upon the termination or expiration of the term, Customer shall surrender the

Equipment to Provider by delivering the Equipment to Provider in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

J. Risk of Loss. Customer assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Equipment from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to any Equipment, Customer shall give Provider prompt notice of the Casualty Occurrence and thereafter will place the applicable Equipment in good repair, condition and working order; provided, however, that if the applicable Equipment is determined by Provider to be lost, stolen, destroyed or damaged beyond repair, Customer agrees to pay Provider no later than the date thirty (30) days after the date of the Casualty Occurrence all amounts owed. Upon such payment, this Agreement will terminate with respect to such Equipment.

K. Insurance. Customer shall procure and continuously maintain all risk insurance against loss or damage to the Equipment from any cause whatsoever for not less than the full replacement value, naming Provider as loss payee. Such insurance must be in a form and with companies approved by Provider, must provide at least thirty (30) days advance written notice to Provider of cancellation, change or modification in any term, condition, or amount of protection provided therein, must provide full breach of warranty protection and must provide that the coverage is "primary coverage." Customer shall provide Provider with an original policy or certificate evidencing such insurance.

L. Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys' fees) that may arise out of any loss, damage, theft or destruction of any Equipment, or that may arise out of the use, operation or condition of any Equipment.

M. Additional Remedies. Upon the occurrence of a default by Customer as described in Article II.G., Provider shall also have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following additional remedies: (a) Provider may demand and receive immediate possession of any or all of the Equipment from Customer, without releasing Customer from its obligations under this Agreement; if Customer fails to surrender possession of the Equipment to Provider on default (or termination or expiration of the term), Provider shall have the right to enter upon any premises where the Equipment may be located and to remove and repossess the Equipment; (b) Provider may enforce performance by Customer of its obligations under this Agreement; (c) Provider may recover damages and expenses sustained by Provider by reason of Customer's default including all costs, expenses, and attorneys' fees; (d) upon written notice to Customer, Provider may terminate Customer's rights with regard to the Equipment. The remedies set forth in this section are in addition to any other remedy provided in this Agreement or any other remedy provided by law or in equity.

N. Transfer. Customer will not sell, lease, transfer an interest in or allow a lien against the Equipment or transfer any obligation under this Agreement.

O. Warranty. All Equipment and parts provided by Provider are provided on an "as is" and "as available" basis. Provider has not, and does not, make any warranties, whether express or implied. This disclaimer of warranties includes the warranties of fitness for a particular purpose, warranties of merchantability or warranties of title.

ARTICLE IV

SECURITY MONITORING AND TESTING

In the event that the Quote attached hereto includes any security monitoring and testing services, the following

supplemental terms and conditions shall apply to such services.

A. Certain laws prohibit any unauthorized attempt to test, monitor or penetrate computer systems. Customer acknowledges and authorizes all Provider consultants engaged on this service and project to perform the security services. Furthermore, Customer acknowledges that all services provided under this Agreement constitute authorized access to Customer's information systems.

B. Provider's security consultants will perform security testing and monitoring that could unintentionally be disruptive to the targeted system(s), and such security consultants may unintentionally be provided access to confidential information. Testing and monitoring include network-based vulnerability identification, patch/hotfix and configuration checking, and monitoring system security. Customer acknowledges and agrees to the following:

1. Customer certifies that Customer has the legal right to agree to these terms and conditions for the IP addresses and URLs provided to Provider.
2. Customer authorizes Provider to perform security testing and system security monitoring activities of Customer's selected network assets.
3. The various reconnaissance and network testing will likely produce alerts by network and host-based intrusion detection systems.
4. Large amounts of log messages may be generated, resulting in excessive log file disk space consumption.
5. The operational availability of Customer's systems and network may be temporarily degraded or halted during the testing and monitoring.
6. While rare, it is possible that computer systems or network devices may become unresponsive or crash as a result of testing and monitoring. This will require Customer to "reset" the system.
7. Customer hereby accepts all risks associated with these services, and Customer accepts all responsibility for the consequences of a system failure that may be caused by these services.

SCHEDULE A: SCOPE OF MANAGED SERVICES

The scope of managed services provided may vary depending on the exact services purchased. The scope of services may include the following:

Reporting, Management, and Tracking

Provider will provide monthly reports detailing:

- Service tickets - Opened, Resolved, In Progress
- Asset inventory under management
- Time usage for service tickets
- Monitored alerts for assets under management

Alert Notifications

When an alert is generated from Provider's monitoring platform, Provider's Service Desk will receive the notification

and contact Customer based on the escalation policy defined during onboarding. Escalation may include a phone call or email to Customer staff or Provider service personnel.

Diagnosis and Troubleshooting

Network diagnosis and support issues shall be performed remotely for all network devices covered with a managed services plan under this Agreement. Any remediation efforts shall be invoiced separately on a T&M basis at the applicable hourly rates.

Customer authorizes Provider to install a remote support agent on applicable devices so as to enable remote monitoring and allow Provider access to the managed systems.

Additional line of business application updates by Provider that are not listed in this Agreement shall be subject to additional monthly fees.

Patching

If Customer's managed services include patching of servers or workstations, patching will be automated and conducted on a scheduled basis via automated patching application. Patching includes various levels of security patches, but does not include Windows feature pack updates.

Provider shall only conduct patching during the approved patching window as designated by Customer during onboarding, unless otherwise agreed upon by the parties. Patching will be conducted on a best efforts basis, based upon Provider's recommended patching policies. Patch applications troubleshooting for specific devices shall be invoiced separately on a T&M basis at the applicable hourly rates.

Manual patching of servers or applications is not included unless expressly stated in the attached Quote.

Patching often requires systems to be rebooted. Automated reboots will take place during the patching window. Customer must ensure that all documents are saved prior to the scheduled patching window. Provider shall not be liable for any loss or damages, including lost changes to open documents, that occur as a result of patching.

Out of Scope.

Any work or material not specifically identified in this document or the attached Quote is not included in this Agreement.

SCHEDULE B: PROVIDER STANDARD SLA

Help Desk Schedule

Business Hours: Monday - Friday 7:00 am – 6:00 pm CST, not including holidays.

After Hours: Engineers are on call 24x7.

Support Requests shall be made by Customer via phone or email as noted below:

Help Desk Phone Number: 1-844-626-2443

Help Desk Email Address: ManagedOne@hbs.net

After-hours rates apply for any work performed outside of the business hours stated above. For after-hours or emergency work, Customer must call the phone number above, leave a voicemail, and the on-call engineer will return

the call promptly. Email tickets submitted after hours will be responded to the next business day.

The following response times apply to telephone calls, voice messages, or monitored alerts received by the Service Desk during the normal business hours stated above. Problems reported by e-mail to the Service Desk, or cases created in the Customer Portal, will be responded to within 24 hours. Emergency tickets must be called in to receive top priority.

Minimum .25 hour charge applies per support request at the applicable support rate.

Priority	DEFINITION	Response Time	Resolution Time	Escalation Time
0	Urgent - Site down. Operation of a critical business system is stopped or severely restricted, stopping production or operations. No workaround is available.	1 hour	ASAP Best Effort	2 hour
1	High – Site at risk or performance severely degraded. Operation of a critical business system is stopped or severely restricted, but does not stop production or operations. No workarounds or short-term workarounds are available, but restricted operations can continue.	4 hours	ASAP Best Effort	8 hours
2	Medium – Performance impaired. Problems that impair the operation of the Customer’s existing system, yet most business operations remain functional. This can be a minor problem with no major effect on business operations, or a major problem where an acceptable workaround exists.	8 hours	ASAP Best Effort	24 hours
3	Low – General assistance. Business process can continue, one user affected. Information or assistance on product capabilities, installation, or configuration. There is minimal impact on business process.	24 hours	ASAP Best Effort	72 hours

Version 2025.1

Data Center Agreement**Master Data Center Agreement****(Version 2024.1)**

THIS AGREEMENT is entered into between Heartland Business Systems, LLC, a Wisconsin limited liability company (“Provider”), and Customer (“Customer”). The terms of this Agreement include Provider’s Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> (“ST&C”), which are incorporated herein by reference. Should any term contained in this Agreement directly conflict with any term in the ST&C, this Agreement shall control.

ARTICLE I**PROVISION OF SERVICES AND RELATED EQUIPMENT**

A. **Services.** Provider shall provide to Customer those services (the “Services”) specifically identified on the attached Quote. Unless the parties mutually agree otherwise in writing, the transmission facilities through which Provider provides the Services to Customer need not be dedicated to the provision of Services exclusively to Customer; and Provider shall be entitled to utilize such facilities for the transmission of other data, or the provision of Services to other customers, provided such other utilization of these facilities does not interfere with Customer’s use of the Services. The Services shall be functional in all material respects and available for Customer’s use by the date of first availability identified on the Quote.

B. **Availability of Services.** Provider shall use commercially reasonable efforts to ensure the continuous availability of the Services without interruption. Notwithstanding the prior sentence, Customer acknowledges and agrees that, from time to time, the Services may be temporarily unavailable during periods of testing, maintenance, repair, or during other periods caused by events of force majeure.

Availability/Service Credit: Provider attempts to make the Services accessible 24/7, with a 99.9% targeted uptime. The issuance of any service credits to Customer is governed by the chart listed below. Unavailability is a condition in which there is unavailability of the Services due to hardware failure OR sustained packet loss in excess of fifty percent within Provider’s facilities for at least two consecutive hours due to a failure of Provider to provide Services during such period; unavailability does not include packet loss or network unavailability due to scheduled maintenance or inability of a user to connect with the Services due to Internet or telecommunications problems or any other issues outside the control of Provider. In order to receive any service credit, Customer must notify Provider within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer’s right to receive a service credit. The aggregate maximum number of service credits to be issued by Provider to Customer for any and all downtime periods and performance problems during any given calendar month shall not exceed one month of service. Service credits shall be issued as followed:

Length of Unavailability (per calendar month)	Service Credit
24 to 48 hours of aggregate unavailability below 99.9%	1 day of service fees credited (i.e.: 1/30 monthly fees)
48 to 96 hours of aggregate unavailability	2 days of service fees credited

below 99.9%	(i.e.: 1/15 monthly fees)
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* Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.

* All Service Credit shall be applied to the next month's invoice.

C. Use of Services.

1. Customer represents and warrants that it will not use the Services or otherwise engage in any activities: that constitute or encourage a violation of any applicable law or regulation, including, but not limited to, the sale of illegal goods, or the violation of export control or obscenity laws; that defame, impersonate, or invade the privacy of any third party or entity; that infringe the rights of any third party, including, but not limited to, the intellectual property, business, contractual, or fiduciary rights of others; that are in any way connected with the transmission of "junk mail," "spam," or the unsolicited mass distribution of e-mail, or with any unethical marketing practices; that cause the reselling or transfer for value of any Services; or that removes any copyright ownership information, or falsifies such information, on any files uploaded, downloaded, made publicly available through, or transmitted via Provider's system.

2. Provider reserves the right, at any time, to refuse to host or discontinue hosting any Web site or Internet connection which Provider believes, in its sole discretion: offers for sale goods or services, or uses or displays materials, that are illegal, obscene, vulgar, offensive, dangerous, or are otherwise inappropriate; received a significant number of complaints for failing to be reasonably accessible to customers or to timely fulfill customer orders; has become the subject of a government complaint or investigation; has violated or is alleged to have violated any local, state, or federal law or regulation; has violated or is alleged to have violated the rights or interests of any person or entity; impairs or threatens to impair the functionality of servers owned or operated by Provider, or other Web sites hosted or maintained by Provider on its own behalf or for the benefit of other customers; or has violated or threatens to violate this Agreement.

3. Customer explicitly licenses Provider to make copies of any copyright protected materials necessary to provide the Services to Customer and to make any copies necessary to preserve and maintain Provider's system and Customer's files and electronic mail.

4. Customer explicitly licenses Provider to make copies, without limitation, of any copyrighted materials submitted to a public forum maintained on Provider's system, or submitted to any forum to which Provider provides access. This clause cannot be modified by either party unless any modification is in writing and signed by both parties.

5. Unattended Forms. Customer shall not run any programs or software that continually send data over or access Provider's system, or run any programs or software on Provider's system unattended, unless such use has been approved in writing by Provider.

D. Equipment.

1. Installation, Operation, and Maintenance of Equipment. Provider shall install, construct, operate, and maintain all cable, equipment, and other facilities necessary to provide the Services to Customer up to a point of demarcation identified by Provider. Unless the parties mutually agree otherwise in writing, Customer shall be responsible for the installation, construction, operation, and maintenance of all cable, equipment, software, licensing

and other facilities necessary to utilize the Services from and after the point of demarcation. To the extent necessary, Customer shall, at no cost to Provider, grant to Provider and its agents access, including any necessary or required easement, to Customer's premises as may be necessary for Provider to install, construct, operate, or maintain any cable, equipment, software, licensing or other facilities, to otherwise provide the Services to Customer. Except in emergency situations (which shall be determined by Provider, in its reasonable judgment), Provider will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering upon Customer's premises to engage in any of the foregoing activities.

2. **Responsibility for Equipment.** Except as otherwise specified in the Quote, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment, or materials owned by the other party; provided, however, that each party shall be responsible to the other for any damage or harm, including damage caused by environmental conditions at a party's location, or by the negligence or willful misconduct of the other party. Customer shall be responsible for maintaining sufficient insurance coverage to cover damage to Customer's physical property, whether located at Customer's premises or at Provider's premises.

3. **Title and Control of Facilities.** Title to equipment or facilities owned by Provider and used in any fashion to provide Services shall remain with Provider. Customer shall keep all such equipment and facilities located on Customer's premises free and clear of all liens, encumbrances, and security interests, and shall not tamper with or allow the same to be moved or tampered with by any person not authorized by Provider to do so. Customer shall also keep all such equipment and facilities secure and free from environmental hazards.

4. **Access to Equipment and Facilities upon Termination or Expiration of Agreement.** Customer shall grant Provider access to all of Provider's equipment and other facilities in or about Customer's premises for purposes of removing the same during the thirty (30) days immediately following the expiration or termination of this Agreement by either party and for any reason. Such access shall be granted during normal business hours and shall afford Provider sufficient time and opportunity to remove its equipment and other facilities from Customer's premises.

E. **Procurement of Access Rights.** Customer shall, at its expense, procure all necessary rights of way, easements, franchises, licenses, conduit rights, building entrance rights, landlord consents, and other rights and grants of authority which are necessary or desirable for Provider to provide the Services to Customer.

F. **Security of Transmitted Information.** When applicable, Customer shall incorporate Secure Socket Layer ("SSL"), or substantially equivalent technology, to transmit sensitive Customer information (such as payment information, credit card information, social security numbers and medical information protected by HIPAA) over the World Wide Web. Notwithstanding the incorporation of such technology into the Services delivered to Customer, Provider shall not be liable to Customer or any third party for the failure of such technology to maintain the confidentiality of any information transmitted by, from, or to Provider pursuant to this Agreement, or in connection with the Services provided to Customer.

G. **Virtual Private Network Security.** Provider's VPN security shall comply with the following NIST Publications:

<https://csrc.nist.gov/pubs/sp/800/52/r2/final>

<https://csrc.nist.gov/pubs/sp/800/77/r1/final>

<https://csrc.nist.gov/pubs/sp/800/113/final>

H. Customer Responsibility of Hosted Software.

1. General. "Hosted Software" shall mean any third-party software that is installed on a remote server which users can access and use through the Internet. Customer acknowledges that with respect to the Hosted Software, all the design, development, operation, support and maintenance of the Hosted Software program is Customer's full financial responsibility. In addition, any Web site owned or operated by Customer; any telecommunication equipment and software owned or operated by Customer; all computer network hardware and software owned and operated by Customer; and all associated software licensing, services, support, maintenance, upgrades, and renewal costs of all items owned or operated by Customer is Customer's full financial responsibility. Customer also acknowledges that in respect to the Hosted Software, Provider's only responsibility is to provide the Services as outlined in this Agreement. Customer further acknowledges that no system on the Internet can be guaranteed safe from unauthorized intrusion, and therefore any confidential or other information stored on or transmitted through Provider's system is stored or transmitted at Customer's sole risk.

2. Hosted Software Content. "Hosted Software Content" shall mean any data provided by Customer. Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to Hosted Software and the Hosted Software Content, including without limitation, personal, medical and financial information contained within the Hosted Software content, in order to use, and permit use of, the Hosted Software content as contemplated in this Agreement; and (ii) the Hosted Software Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Hosted Software Content may be stored on servers located within the United States or accessed by Provider's support personnel in the United States, and hereby authorizes such access and storage. Provider only provides access to the Hosted Software. Provider does not operate or control the information, services, opinions or other content of the Internet. Provider does not monitor and shall have no liability or responsibility whatsoever for the Hosted Software Content or any transmissions or communications transmitted or otherwise disseminated via the Services. Customer agrees that it shall make no claim whatsoever against Provider relating to the Hosted Software Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Provider harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Hosted Software Content.

3. Configuration and Support. Customer shall maintain and update DNS records for all domains, and Customer shall be fully responsible for DNS configuration. Customer shall provide level 1 support including, but not limited to initial incoming calls and basic level troubleshooting. Customer shall be responsible for reconfiguring and setting up all mail clients for each individual user account on each computer.

4. Domain Names. In the event that the Quote attached hereto includes the purchase of any domain names, the following shall apply. Customer's purchase of domain names shall automatically renew for successive one (1) year terms, subject to any price adjustment, unless Customer provides written notice to Provider of its intent not to automatically renew prior to the expiration of the then current term. Provider shall have the right to adjust the pricing for each renewal term by providing notice to Customer prior to the expiration of the then current term.

ARTICLE II

COMPENSATION AND PAYMENT TERMS

A. Compensation to Provider. As compensation for the Services provided hereunder, Customer shall pay to

Provider the rates and other charges identified on the Quote for Services provided or made available to Customer during the period identified on Provider's invoice to Customer. For monthly or yearly subscription-based licenses or services, Provider shall have the right to adjust billed quantities based on Customer's monthly or yearly consumption, as applicable. Customer may also request an adjustment to the quantities needed on a monthly basis, and Provider shall have the right to approve or disapprove any such adjustment. Any products or services requested by Customer that fall outside of the terms of this Agreement shall be billed separately.

B. Taxes and Other Charges. There may be added to any charges under the paragraph above, an amount equal to industry-wide surcharges and/or fees and surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to this Agreement, excepting only taxes on the income of Provider. Furthermore, service order charges apply to certain Services and Customer will also be charged for those amounts.

C. Payment. Provider shall render an invoice in accordance with Provider's usual and customary billing cycle for Services delivered or made available to Customer during each preceding month during the Term. Customer shall pay each invoice in full within thirty (30) days of the date of each invoice. Any invoice, whether for this Agreement or any other products or services provided by Provider, remaining unpaid after its due date shall be grounds for Provider to immediately withhold any Services covered by this Agreement or any other products or services, and shall be a default. In the event of a default, Provider shall have the right, prior to providing any notice of default, to accelerate the payment of all amounts owed by Customer, which shall become immediately due and payable without notice or demand. If Provider brings legal action to collect any amounts owed, Provider shall be entitled to recover all its costs, expenses, disbursements, and attorneys' fees.

ARTICLE III

TERM AND TERMINATION

A. Term. This Agreement shall become effective on the later to occur of: (i) the date first written above; or (ii) the date upon which both parties have executed this Agreement (hereinafter, the "Effective Date" of this Agreement). Provider shall utilize commercially reasonable efforts to make the Services available to Customer as soon as possible; and the Services shall be available to Customer, subject to the terms and conditions hereof, for that period commencing on the Effective Date and continuing until termination as described herein. In the event that the attached Quote contains a specific initial term, Customer shall not have the right to terminate this Agreement during such term. This Agreement shall remain in effect following the expiration of such term, and either party shall have the right to terminate this Agreement on or after the expiration of such term by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month. In the event that the attached Quote does not contain a specific initial term, either party shall have the right to terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to the other party, provided that if the termination date would fall on a day other than the last day of the month, the termination shall be effective as of the last day of that month.

B. Default. In the event of a default by one party, the non-defaulting party may provide written notice of the default and may terminate this Agreement at any time following the expiration of a reasonable opportunity to cure such default; provided that, if the defaulting party has cured the default prior to the expiration of such cure period, this

Agreement shall remain in effect. For purposes of this Agreement, a “reasonable opportunity to cure” shall be ten (10) days for a monetary or payment default and thirty (30) days for a non-monetary or non-payment default. In the event of a subsequent default of any type, the non-defaulting party may immediately terminate this Agreement without any notice or opportunity to cure. Furthermore, in the event of a default by Customer, Provider may pursue any rights or remedies that are available at law or equity, and Provider shall not be required to provide any additional services of any type, including but not limited to the transferring, providing or copying of any data or administrative access credentials, unless Customer has first paid all amounts owed to Provider and the amount charged by Provider for such additional services. In the event that this Agreement is terminated due to a default by Customer, Provider shall have no obligation to retain any data provided by Customer. Provider may delete such data without demand or notice, and Provider shall have no liability for taking such action.

C. **Changes in Legislation.** Should any changes in legislation or law require any changes to this Agreement or any Services provided by Provider, Provider reserves the right to make any such changes, as are determined necessary or prudent to be compliant, at Provider’s sole discretion, without giving Customer advanced notice. If such changes are made, Provider shall provide notice of any changes within a reasonable time period. In event of such changes, Customer may terminate the Services without a required notice period, provided that Customer shall pay for all Services provided through the date of the effective termination.

D. **Effect of Early Termination.** The termination of this Agreement for any cause shall not release either party hereto from any liability which at the time of termination has already accrued to the other party hereto, or which thereafter may accrue with respect to any act or omission prior to termination, or from any obligation which is expressly stated herein to survive termination. Termination of this Agreement in accordance with its terms shall be without prejudice to any other rights or remedies of the parties.

ARTICLE IV

INDEMNIFICATION AND LIMITATION OF LIABILITY

A. **Indemnification.** Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may arise out of: (i) any breach of this Agreement by Customer; (ii) any breach of any of the representations or warranties made by Customer in this Agreement; and (iii) any alleged violation of any rights of another, including, but not limited to, Customer’s use of any content, trademark, service mark, trade name, copyrighted or patented material, or other intellectual property of its own or of any third party. Customer shall also indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may relate to or arise out of any violation of the General Data Protection Regulation (GDPR) (EU) 2016/679, as amended from time to time, or any related law, rule, regulation or order, by Customer or its officers, employees, and agents. The indemnification rights are independent of, and in addition to, such rights and remedies as Provider may have at law or in equity or otherwise.

B. **LIMITATION OF LIABILITY.**

1. **IN GENERAL.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PROVIDER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR TO ANYONE ELSE WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO THE OPERATION OR NON-OPERATION OF THE SERVICES. PROVIDER HEREBY SPECIFICALLY DISCLAIMS

ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR PROVIDER'S PROVISION OF, OR FAILURE TO PROVIDE, THE SERVICES.

2. NO LIABILITY FOR CONTENT. THE CONTENT THAT CUSTOMER MAY ACCESS OR DELIVER THROUGH ANY SERVICES IS PROVIDED BY INDEPENDENT CONTENT PROVIDERS, OVER WHICH PROVIDER DOES NOT EXERCISE AND DISCLAIMS ANY CONTROL. PROVIDER NEITHER PREVIEWS CONTENT NOR EXERCISES EDITORIAL CONTROL, DOES NOT ENDORSE ANY OPINIONS OR INFORMATION ACCESSED THROUGH ANY SERVICE, AND ASSUMES NO RESPONSIBILITY FOR ON-LINE CONTENT. PROVIDER SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED IN USING THE SERVICES.

3. DAMAGE, LOSS, OR DESTRUCTION OF SOFTWARE FILES AND/OR DATA. PROVIDER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF CUSTOMER'S HARDWARE, SOFTWARE, FILES, DATA, OR PERIPHERALS WHICH MAY RESULT FROM CUSTOMER'S USE OF THE SERVICES, OR FROM THE INSTALLATION, MAINTENANCE, OR REMOVAL OF ANY SERVICE OR RELATED EQUIPMENT OR SOFTWARE. PROVIDER DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN ANY PERIOD OF TIME.

4. NO CONSEQUENTIAL DAMAGES. EXCEPT FOR INDEMNIFICATION REQUIREMENTS, AND EXCEPT FOR DAMAGES RESULTING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, RECKLESSNESS, OR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY.

5. MAXIMUM LIABILITY. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, THE SOLE AND ENTIRE MAXIMUM LIABILITY OF PROVIDER TO CUSTOMER FOR ANY AND ALL PROVEN LOSS, CLAIM, DAMAGES OR LIABILITY OF ANY KIND (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT OR OTHERWISE) WITH RESPECT TO ALL SERVICES PROVIDED BY PROVIDER AND ANY ACT OR OMISSION OF PROVIDER WILL CONSIST OF A DUTY TO REFUND NOT MORE THAN THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO PROVIDER DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING SUCH LOSS, CLAIM, DAMAGE OR LIABILITY.

ARTICLE V

RENTAL OF EQUIPMENT

In the event that the Quote attached hereto includes the rental of any equipment, the following supplemental terms and conditions shall apply to such rental of equipment.

A. Rental of Equipment. Provider hereby rents to Customer and Customer hereby rents from Provider the equipment described in the Quote attached hereto (the "Equipment") for the rental amount and on the terms set forth in this Agreement. This is a rental only and Customer will have no right, title or interest in or to the Equipment except for the use of the Equipment as described in this Agreement. This shall be treated as a true rental for federal and applicable state income tax purposes with Provider having all benefits of ownership of the Equipment. Provider shall

have the right to file a Uniform Commercial Code Financing Statement for this Agreement, at Customer's expense.

B. Term. This Equipment rental, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the term listed in the Quote. Notwithstanding Article III.A., the Equipment rental shall not extend beyond the expiration of the term listed in the Quote.

C. Rental. Customer shall pay Provider monthly rental and other payments according to the Quote. Customer shall pay all costs, expenses, fees, charges, and taxes (other than federal and state income taxes on the income of Provider) incurred in connection with the registration, delivery, use or operation of Equipment during the term.

D. Delivery. If Provider is not retaining the Equipment at Provider's premises, Customer shall be responsible for all costs of shipping the Equipment to Customer's premises, installation, and set up, and all costs of shipping the Equipment back to Provider upon termination or expiration of the term.

E. Location. If Provider is not retaining the Equipment at Provider's premises, Customer shall keep the Equipment in Customer's possession and control at Customer's premises or such other location as Provider may consent in writing. Upon request, Customer will advise Provider as to the exact location of the Equipment. Provider may inspect the Equipment during normal business hours, and Customer shall provide Provider access for such purpose.

F. Operation. Customer will operate the Equipment carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

G. Alterations. Customer shall not make any alterations, additions or improvements to any Equipment which detract from its economic value or functional utility.

H. Maintenance. Customer shall, at its expense (i) maintain the Equipment in good condition, and repair, in accordance with all manufacturer's instructions and warranty requirements and all legal requirements, and keep the Equipment free from any ransomware, malware, spyware, viruses and similar devices, and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Equipment.

I. Surrender of Equipment. Upon the termination or expiration of the term, Customer shall surrender the Equipment to Provider by delivering the Equipment to Provider in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

J. Risk of Loss. Customer assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Equipment from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to any Equipment, Customer shall give Provider prompt notice of the Casualty Occurrence and thereafter will place the applicable Equipment in good repair, condition and working order; provided, however, that if the applicable Equipment is determined by Provider to be lost, stolen, destroyed or damaged beyond repair, Customer agrees to pay Provider no later than the date thirty (30) days after the date of the Casualty Occurrence all amounts owed. Upon such payment, this Agreement will terminate with respect to such Equipment.

K. Insurance. Customer shall procure and continuously maintain all risk insurance against loss or damage to the Equipment from any cause whatsoever for not less than the full replacement value, naming Provider as loss payee. Such insurance must be in a form and with companies approved by Provider, must provide at least thirty (30) days advance written notice to Provider of cancellation, change or modification in any term, condition, or amount of

protection provided therein, must provide full breach of warranty protection and must provide that the coverage is “primary coverage.” Customer shall provide Provider with an original policy or certificate evidencing such insurance.

L. Customer shall indemnify, defend and hold Provider harmless from any and all damages, claims, actions, investigations, proceedings, losses, costs, and other related expenses (including actual attorneys’ fees) that may arise out of any loss, damage, theft or destruction of any Equipment, or that may arise out of the use, operation or condition of any Equipment.

M. Additional Remedies. Upon the occurrence of a default by Customer as described in Article III.B., Provider shall also have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following additional remedies: (a) Provider may demand and receive immediate possession of any or all of the Equipment from Customer, without releasing Customer from its obligations under this Agreement; if Customer fails to surrender possession of the Equipment to Provider on default (or termination or expiration of the term), Provider shall have the right to enter upon any premises where the Equipment may be located and to remove and repossess the Equipment; (b) Provider may enforce performance by Customer of its obligations under this Agreement; (c) Provider may recover damages and expenses sustained by Provider by reason of Customer’s default including all costs, expenses, and attorneys’ fees; (d) upon written notice to Customer, Provider may terminate Customer’s rights with regard to the Equipment. The remedies set forth in this section are in addition to any other remedy provided in this Agreement or any other remedy provided by law or in equity.

N. Transfer. Customer will not sell, lease, transfer an interest in or allow a lien against the Equipment or transfer any obligation under this Agreement.

O. Warranty. All Equipment and parts provided by Provider are provided on an “as is” and “as available” basis. Provider has not, and does not, make any warranties, whether express or implied. This disclaimer of warranties includes the warranties of fitness for a particular purpose, warranties of merchantability or warranties of title.

ARTICLE VI

MISCELLANEOUS

A. Notices. Any notice or other communication hereunder shall be in writing and shall be deemed to have been duly given (a) upon receipt (or refusal of receipt) if delivered personally, (b) when sent by electronic mail or facsimile transmission, (c) when sent by overnight courier service, (d) when mailed by first class mail, postage prepaid, or (e) when mailed by certified or registered mail, return receipt requested, with postage prepaid to the parties at the following addresses, or to such other address as a party may designate in writing :

If to Provider:

Heartland Business Systems, LLC

Attention: Legal Department

1700 Stephen Street

P.O. Box 347

Little Chute, WI 54140-0347

If to Customer:

Address Specified in Quote

B. Survival. All representations, warranties, covenants, conditions, and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

C. Licenses. Customer hereby grants any permissions or licenses (including but not limited to copyright licenses), as may be required, and within Customer's power to grant, to Provider in order to provide the Services to Customer, or as may be required for Provider to operate for Customer's benefit.

D. System and Service Modifications. The Services are subject to change and limitation at Provider's discretion, as is any month-to-month pricing schedule or pricing schedule not under contract. Provider will notify Customer of any changes, unless the change is determined by Provider to be necessary to preserve proper security or functioning of Provider's system. If Customer objects to any change in service, unless the change is one Provider has determined is necessary for security purposes or to maintain proper operation of Provider's system, Customer will be entitled to cancel only the specific Service affected by said change or modification. Customer's continued use of the Services after the effective date of such modified general terms and conditions, policies, or changes in the Services shall constitute Customer's acceptance of such modified terms.

E. SPLA Terms. In the event that the Services provided to Customer include any Microsoft SPLA licensing, Customer shall also be bound by the Microsoft SPLA terms located at <https://www.hbs.net/End-User-Agreements>, which are incorporated herein by reference. Provider shall have the right at any time to audit Customer's rental licensing and hosted system for Microsoft SPLA or any other vendors related to this Agreement.

F. Avanan Terms. In the event that the Services provided to Customer include any Avanan, Inc., a Check Point Software Technologies company, products or services, Customer shall also be bound by the Avanan Terms of Service located at <https://www.avanan.com/avanan-terms-of-service>, which are incorporated herein by reference.

G. Out of Scope. Any work or material not specifically identified in this document or the attached Quote is not included in this Agreement.



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR
SESSION MEETING

MONDAY, AUGUST 18, 2025, AT **5:30 PM**

IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND
VIA ZOOM

[HTTPS://ZOOM.US/J/94754275884?PWD=IQKHJXZWKLWFZY55BTK3W
PU7Q6GVQW.1](https://zoom.us/j/94754275884?pwd=IQKHJXZWKLWFZY55BTK3WPU7Q6GVQW.1)

MEETING ID: 947 5427 5884

PASSCODE: 458318

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of a resolution authorizing payment of contractor's Pay Request No. 6, in the amount of \$786,939.98 to Caldwell Tanks, Inc. for the South Water Tower Project. (See Resolution No. 2025-145)
2. Consider approval of a Fabrication Agreement with Vector Fabricating, Inc. for the Veterans Monument Project in the amount of \$735,000.00 and approving the first payment in the amount of \$73,500.00 per the fabrication agreement.
3. Consider approval of a resolution approving a Service Agreement with Houston Engineering, Inc. for the Arbor Lake and Lake Nyanza Restoration Project. (See Resolution No. 2025-146)
4. Consider approval of a resolution approving an Agreement with the Iowa Department of Transportation for the Reconstruct Parking Apron Project at the Grinnell Regional Airport. (See Resolution No. 2025-147)
5. Consider approval of a resolution adopting the plans and specifications, proposed form of contract and estimate of cost for the Central Park Veterans Monument Plaza. (See Resolution No. 2025-148)
6. Discuss bids for the Central Park Veterans Monument and Plaza Project.
7. Consider approval of a driveway approach request from Kwik Star for the property located at 410 Lang Creek Avenue.

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

1

posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

RESOLUTION NO. 2025-145

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 6 IN THE AMOUNT OF \$786,989.98 TO CALDWELL TANKS, INC. FOR THE SOUTH WATER TOWER PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Caldwell Tanks, Inc. on August 19, 2024, for the South Water Tower Project; and

WHEREAS, Pay Estimate No. 6 has been initiated by the City of Grinnell and Caldwell Tanks, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 6; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA,

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications, and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$786,939.98 to Caldwell Tanks, Inc. for the South Water Tower Project.

Passed and adopted this 18th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director



VEENSTRA & KIMM INC.

6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

July 30, 2025

Russ Behrens
City Manager
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
SOUTH WATER TOWER
PAYMENT ESTIMATE NO. 6

Enclosed are three signed copies of Pay Estimate No. 6 in accordance with the contract between the City of Grinnell and Caldwell Tanks, Inc. for the South Water Tower project. The partial payment estimate is for the period June 26, 2025 through July 25, 2025.

Payment Estimate No. 6 is for concrete pedestal construction. We have checked and recommend approval of Pay Estimate No 6. We recommended payment to Caldwell Tanks, Inc. in the amount of \$786,939.98.

Please sign all copies of Pay Estimate No. 6 in the spaces provided. Please return one set of signed copies to Veenstra & Kimm, Inc. and forward one set of copies to Caldwell Tanks, Inc. with payment.

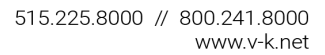
If you have any questions or comments, please contact us at 515-225-8000.

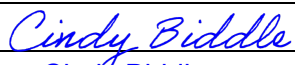
VEENSTRA & KIMM, INC.

Andy Willcuts, P.E.

ARW:mmc
288155
Enclosure

cc: Alyssa Devig, City of Grinnell
Keagan Richmond, City of Grinnell
Caldwell Tanks, Inc.



SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$3,740,000.00	\$1,406,572.22
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1		\$0.00	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
Total Change Orders		\$0.00	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$3,740,000.00	\$1,406,572.22
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$1,406,572.22
Retainage (5%)			\$70,328.61
Total Earned Less Retainage			\$1,336,243.61
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	October 17, 2024 to October 25, 2024	\$106,590.00	
2	October 26, 2024 to March, 25, 2025	\$75,501.25	
3	March 26, 2024 to April 25, 2025	\$37,520.25	
4	April 26, 2025 to May 25, 2025	\$210,216.00	
5	May 26, 2025 to June 25, 2025	\$119,476.13	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
Total Previously Approved			\$549,303.63
Amount Due This Request			\$786,939.98
Note: The amount \$786,939.98 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT			\$3,740,000.00
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS			\$3,740,000.00
THIS PARTIAL PAYMENT			\$786,939.98
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT			\$1,336,243.61
BALANCE			\$2,403,756.39
PERCENT COMPLETE			37.6%
Recommended By:		Contractor:	Approved by:
Veenstra & Kimm, Inc.		Caldwell Tanks, Inc.	City of Grinnell
Signature		Signature	
Name	Andy Willcuts	Name	Cindy Biddle
Title	Project Engineer	Title	Sr. Staff Accountant
Date	7/30/2025	Date	07/30/2025

AGREEMENT FOR FABRICATION

AGREEMENT made this the **8th day of August, 2025**, by and between the City of Grinnell, Iowa, ("CITY") and Vector Fabricating, Inc., an Illinois corporation located at Chicago, IL ("FABRICATOR").

WHEREAS, the parties acknowledge CITY commissioned a work of sculptural art entitled "Unfurling Flag" as described in Attachment A ("Work") from recognized artist Joe Tuggle Lacina ("Artist") in coordination with RITLAND+KUIPER Landscape Architect ("Architect") to be installed in the northwest corner of CITY's Central Park (the "Site") within a plaza designed by Architect;

WHEREAS, FABRICATOR shall make, assemble, manufacture, fabricate and install the Work; and

WHEREAS, the parties wish to have the fabrication of the Work governed by the mutual obligations, covenants and conditions herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, receipt being acknowledged, the parties agree as follows:

BASIC TERMS:

1. Contact information for the FABRICATOR: Erik Lowe, Owner & President, 773-301-3346, erik@vectorfabricating.com
2. Contact information for the CITY: Russ Behrens, City Manager, 641-236-2600 rbehrens@grinnelliowa.gov
3. Title or Description of Work to be fabricated: Unfurling Flag
4. Anticipated Date of Completion of Fabrication: 6 months after Agreement date.
5. Date of Completion of Installation of Work: Within 6 weeks after notice from CITY post Anticipated Date of Completion. (CITY desires to complete installation and lighting and have a dedication on July 4, 2026.)
6. Installation Site: Northwest area of Central Park in Grinnell, Iowa, as more specifically designated by CITY in coordination with the Artist and Architect.
7. Fabrication Description: Set out in Attachment A.
8. Fees: FABRICATOR will receive the following all-inclusive fee **\$735,000**, including "alternate #1." Note that "alternate #2" within Attachment A has already been selected and paid for by CITY and performed by FABRICATOR. (The \$735,000 fee is based on an adjustment of the original estimate of \$668,200 and is approved by the city manager of Grinnell as a revised fee not more than 110% of the original estimate.)
9. Payment Schedule:
 - \$73,500: On signing this Agreement (10%)
 - \$220,500: On acquisition of materials and commencement of fabrication (30%)
 - \$220,500: On completion of fabrication (30%)

- \$220,500: On City's Final Acceptance of the Work (after installation) and FABRICATOR providing the detailed instructions as to maintenance and care of the Work (30%)

10. Maintenance & Care: FABRICATOR will provide detailed instructions as to maintenance and care of the Work.

TERMS AND CONDITIONS:

1. Fabrication and Installation. The FABRICATOR will make, assemble, manufacture, fabricate, transport and install the Work in a good and workmanlike manner, in accordance with the terms and conditions of this Agreement. FABRICATOR will coordinate with Artist, Architect and CITY to complete the tasks herein consistent with other aspects of the overall project, which includes the completion of a plaza where the Work will be installed. FABRICATOR will coordinate with Artist, Architect and CITY as to concrete footings, grouting, lighting, wire management and permits; however, those items are excluded from FABRICATOR'S responsibility under this Agreement.

2. Warranty. The fabrication of the Work and its installation are warranted by FABRICATOR against defects in material or workmanship for a period of two (2) years from the date the fabricated Work is installed or December 31, 2028, whichever is later. This warranty includes not damaging any of the facilities, including surface structures, of CITY's Central Park during delivery and installation of the Work. If, after the Work has been installed, the fabrication, the delivery or the installation are found to be defective because of improper material or workmanship, excluding normal wear, tear, and weathering, the FABRICATOR, at its own expense, will provide the service and material necessary to correct the failure, provided that written notice of the alleged improper material or workmanship is provided to the FABRICATOR by CITY within the aforesaid warranty period. Notwithstanding the above warranty made by the FABRICATOR, it is hereby understood and agreed that the FABRICATOR shall not be liable for any loss or damage resulting from the negligence of CITY or from the failure to maintain and care for the Work by CITY. Nor shall the FABRICATOR be liable or have any responsibility whatsoever for any loss or damage sustained as a result of defects in or failure of the work for any materials, hardware, and the like used in fabricating the Work which the FABRICATOR did not provide, supply, or otherwise approve.

3. Revisions and Changes. Revisions and changes in the fabrication of the Work or in the installation site may be made with the written consent of the FABRICATOR and CITY. Notwithstanding the preceding sentence, changes in completed stages of the fabrication of the Work resulting from structural or mechanical exigencies may be made in the discretion of CITY. In the event of any changes or revisions, the FABRICATOR's fees will be adjusted as agreed upon by the parties hereto before any changes or revisions are made.

4. Force Majeure/Impossibility of Performance. In no event shall the FABRICATOR be liable for anything that happens beyond reasonable control; and any and all obligations of the FABRICATOR hereunder shall be waived or delayed to the extent that FABRICATOR is unable to carry out the same as a result of casualty or accident, or inability to obtain necessary supplies or materials, or satisfactory substitutes, used in the fabrication of the Work, acts or regulations of public authorities or labor interruption or delay of transportation service or unsafe job-site conditions, or of acts of God, or any other cause, happening, event, or occurrence (whether or not of the same general character as those specifically enumerated) beyond the FABRICATOR's reasonable control.

5. Insurance.

(a) Insurance of the Work. The FABRICATOR will provide all risk insurance on the Work up to the amount of \$1,000,000 during the Work's fabrication, any storage, transportation, and installation up until final CITY payment. The parties understand and agree that, in the event of damage, destruction, theft, or loss of the Work, or any part thereof, recovery shall be limited to such amount, if any, as may be paid by the insurer; and the FABRICATOR, its agents and employees, are hereby released from liability for any and all claims arising out of any damage, destruction, theft, or loss.

(b) Other Insurance. The FABRICATOR will carry liability and property damage insurance covering the installation work in amounts not less than \$1,000,000.00. Insurance shall insure the Artist, the Architect, the FABRICATOR and the CITY.

(c) Worker's Compensation Insurance. The FABRICATOR will pay for and carry Worker's Compensation Insurance for any and all of FABRICATOR's employees performing work on said Work, and shall provide CITY with proof of coverage upon request.

(d) The CITY, along with its respective officers, agents and employees, shall be named as an additional insured on FABRICATOR's General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability and Workers Compensation policies in favor of the CITY and this clause shall apply to the CITY's officers, agents and employees. Prior to commencement of Work, FABRICATOR shall submit a Certificate of Insurance in favor of CITY and an Additional Insured Endorsement (in a form acceptable to the CITY) as required hereunder. The Certificate shall provide for thirty (30) days' notice to CITY for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the CITY upon request.

6. Independent Contractor. In performing the services specified in this Agreement, the FABRICATOR is acting as an Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the FABRICATOR as a partner, employee, or agent of CITY.

7. Use of Artist's Name and Use of Fabricator's Name. The Artist and CITY give the FABRICATOR permission to use the Artist's name, in connection with the fabrication of the Work, provided said use shall not reflect unfavorably on Artist or CITY and subject to prior written approval by Artist and CITY. FABRICATOR grants permission to CITY and Artist to name FABRICATOR within signage at Central Park and within literature about CITY and the Work, as long as such reference does not reflect unfavorably on FABRICATOR.

8. Copyright and Derivative Work. The parties agree that the Work fabricated pursuant to this Agreement shall be a work made for hire; the parties agree the Artist grants to FABRICATOR only the right and license to fabricate and install the Work at the Site, and FABRICATOR hereby irrevocably assigns and agrees to assign and transfer any and all right, title and interest in any copyright resulting from the fabrication of the Work as a reproduction or derivative work throughout the world for the entire term of copyright to Artist. FABRICATOR agrees to sign and execute any documents reasonably required to effectuate the purposes of this provision, and further, FABRICATOR grants to Artist or copyright claimant by execution of this Agreement the specific power of attorney and to act as attorney in fact to execute an assignment or other documents on behalf of FABRICATOR reasonably necessary to transfer and assign

any copyright in reproduction or derivative work accruing to FABRICATOR and the right to register the copyright in Artist 's own name. Further, should any rights arise pursuant to the Visual Artists Rights Amendment to the Copyright Law of the United States, FABRICATOR specifically waives all rights in the reproduction or derivative work specifically for the work being fabricated and produced and for any and all uses it is intended as a work of public art, which may arise or be conferred by subsection (A) of Section 106A of the United States Copyright Act, 17 USC Section 101, et sec, as provided by Section 106A(e)(1); all rights of copyright in the underlying work, specifically including but not limited to the design, maquette, models, drawing or other documentation shall remain with the Artist. Artist grants to the FABRICATOR a license to include two dimensional photos of the Work in its advertising materials solely for promotion of its business, subject to a requirement to acknowledge the Artist and his copyright in connection with the use of the two-dimensional photo.

Artist signature as to use of Artist name within Section 7 and granting the license within this Section 8.

Joe Tuggle Lacina

Date

9. CITY's Final Acceptance of the Work. FABRICATOR shall coordinate with the CITY for schedule of installation. The installation of the Work shall be considered complete, and the Work shall be considered accepted by CITY, following FABRICATOR's installation of the Work, removal of FABRICATOR's and/or installer's equipment, site debris, excess materials, etc., and CITY's verification, confirmation and acceptance by written notice to FABRICATOR to that effect. CITY's Final Acceptance of the Work shall not be unreasonably delayed.

10. Compliance. FABRICATOR shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Work and this Agreement, including, without limitation, the Americans with Disabilities Act (ADA), the National Fire Protection Association (NFPA) requirements, and the Occupational Safety and Health Act (OSHA).

11. Heirs and Assigns. This Agreement shall be binding upon and shall inure to the benefit of CITY, FABRICATOR and their respective heirs, personal representatives, successors and permitted assigns.

12. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

A. If to CITY:

Russ Behrens, City Manager
City of Grinnell
520 4th Avenue
Grinnell, IA 50112

B. If to FABRICATOR:

Erik Lowe, President
Vector Fabricating, Inc.

2128 W. Fulton
Chicago, IL 60612

13. Other.

A. Project Title. Parties agree the Work shall be referred to as: Grinnell Unfurling Flag Monument.

B. Voluntariness. The parties acknowledge that they are executing this Agreement voluntarily; that they have read and are familiar with the provisions herein contained before signing and have weighed all the facts and circumstances likely to influence their judgment; that they have sought and obtained independent advice; that they have each been duly advised and appraised of their questions pertaining to this Agreement with such questions being fully and satisfactorily answered and they each Represent and warrant that they clearly understand and consent to all the provisions herein.

C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to the subject matter contained in it and supersedes all prior and contemporaneous representations, oral or written agreements or understandings between the parties respecting its subject matter.

D. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, heirs, successors and assigns. Whenever in this instrument a reference to any party is made, the reference shall be deemed to include a reference to the legal representatives, heirs, successors and assigns of any party hereto.

E. Amendment. No amendment, modification, change or supplement of this Agreement shall be binding unless executed in writing by the parties hereto.

F. Waiver. No consent or waiver, express or implied, of any one provision of this Agreement shall constitute a waiver of any other provision, nor shall any one waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party against whom the waiver is asserted.

G. Most Favorable Terms. If one party shall, during the term of this Agreement, enter into or modify the Agreement with more favorable terms or benefits, then the other party shall automatically become entitled to all more favorable terms.

H. Governing Law. Agreement shall be construed and interpreted in accordance with, and governed by the laws of the State of Iowa.

I. Interpretation. If any provisions in this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

J. Dispute Resolution. The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. Requests for mediation shall be given in writing to the other party to this Agreement. If the CITY and FABRICATOR are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may

then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

If mediation is selected, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Poweshiek County, Iowa, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Claims not resolved by mediation shall be litigated in the Iowa District Court in and for Poweshiek County, unless otherwise mutually agreed to by the parties.

K. Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not effect interpretation of the paragraphs.

L. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural or vice versa.

M. Counterparts. This Agreement may be executed in two or more counterparts each of which shall constitute an original Agreement as against the party who had signed it, but which in the aggregate shall constitute one and the same instrument.

N. Time. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first set forth above.

Vector Fabricating, Inc.

City of Grinnell



By Erik Lowe, President

By Dan Agnew, Mayor

Attachment A Work

The Work will conform to the specifications set out in the attached letter from FABRICATOR to the Architect dated December 20, 2024. City selects both “*alternate #1*” and “*alternate #2*.”

As to “*alternate #2*” within the attached letter, FABRICATOR has already accomplished this additional sample work under a separate agreement dated February 28, 2025, attached hereto. FABRICATOR agrees that if it needs to do any additional sample work to solve fabrication issues, it will do so at its own cost.

The Work will conform with the following intended daytime and nighttime appearances:



The Work will conform with the attached shop drawings.

The Work's approximate height will be 41 feet and the approximate width will be 27 feet. The Work shall be held off the ground at a height of about 6 inches, to be more fully designated by CITY.

The Work shall be constructed so visitors can enter a spiral entrance into the center. The internal supports shall be fashioned in the form of a 5-pointed star. The stars and the stripes shall be visually created by the use of the perforations. The Work shall be constructed in such a way to accept lighting fixtures to mount within the Work and shine through the perforations, and in that regard, FABRICATOR shall coordinate with Architect, Artist and the lighting company selected by CITY to create that artistic effect.

FABRICATOR will communicate with CITY or CITY's designated representatives as to specifications and seek approval of such specifications to assure the final Work meets the CITY's expectations. At a minimum FABRICATOR will provide monthly updates to CITY and CITY'S designated representatives.

4904-7089-3910-1\10542-10004929-1671-7640-1\10542-1000 – modified by tal 8.8.2025

RESOLUTION NO. 2025-146

RESOLUTION APPROVING A SERVICE AGREEMENT WITH HOUSTON ENGINEERING, INC. FOR THE ARBOR LAKE AND LAKE NYANZA RESTORATION PROJECT.

WHEREAS, the City Council of the city of Grinnell is desiring to restore Arbor Lake and Lake Nyanza;

WHEREAS, the city desires professional assistance from Houston Engineering, Inc. for the Arbor Lake and Lake Nyanza Restoration Project;

WHEREAS, the Design and Engineering Service Agreement outlines the terms and conditions needed for said Arbor Lake and Lake Nyanza Restoration Project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign the agreement with Houston Engineering, Inc. for the Arbor Lake and Lake Nyanza Restoration Project.

Passed and approved this 18th day of August 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director



Des Moines Office
100 Court Avenue, Suite 202
Des Moines, IA 50309
P: (515) 444-5393
Email: ContractNotices@houstoneng.com

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: DESIGN AND ENGINEERING SERVICES – ARBOR LAKE AND LAKE NYANZA RESTORATION

HOUSTON JOB NO.: 78-0003 HOUSTON PROJ. MGR.: CHARLES IKENBERRY

CLIENT/OWNER NAME: CITY OF GRINNELL – PARKS AND RECREATION DEPARTMENT

CLIENT/OWNER ADDRESS: 520 4TH AVENUE, GRINNELL, IA 50112

CLIENT/OWNER PHONE NO.: 641.236.2620 CLIENT/OWNER CONTACT: JORDAN ALLSUP

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 18th day of AUGUST, 2025 ("Effective Date") by and between **HOUSTON ENGINEERING, INC.** ("Houston") and the CITY OF GRINNELL ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as ARBOR LAKE AND LAKE NYANZA RESTORATION ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on DECEMBER 31, 2027, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
- ☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS (Version 9/30/24)
- ☒ ATTACHMENT C - AMENDMENT TO GENERAL TERMS AND CONDITIONS
- ☐ ATTACHMENT D - _____
- ☒ FEE SCHEDULE - DATED 2025.
- ☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ _____ Lump Sum Fee - Based on the Services defined herein

\$ _____ Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule

\$ _____ Percentage of Estimated Construction Cost

\$ 803,770 Other – Time and Materials – Not-to-Exceed

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: DAN AGENEW, MAYOR

TITLE: MIKE OPAT, DIRECTOR OF OPERATIONS

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE U.S. MAIL OR ELECTRONIC MAIL ADDRESS ABOVE

**DESIGN AND ENGINEERING SERVICES – ARBOR LAKE AND LAKE NYANZA
RESTORATION PROJECT
SCOPE OF PROFESSIONAL SERVICES
TO BE PERFORMED BY:
HOUSTON ENGINEERING, INC. (HEI)
ON BEHALF OF:
CITY OF GRINNELL, IOWA (CITY)
AUGUST 18, 2025**

BACKGROUND

The goal of this project is to design and permit selected watershed and in-lake restoration practices at Arbor Lake and Lake Nyanza. These improvements are intended to reduce sediment and nutrient loading for water quality improvement, restore aquatic function and recreation, and align with the City's long-term park and community planning goals. The City has secured Iowa DNR Lake Restoration Program support and has prioritized implementation of select practices identified in the Grinnell Lakes Restoration Feasibility Study.

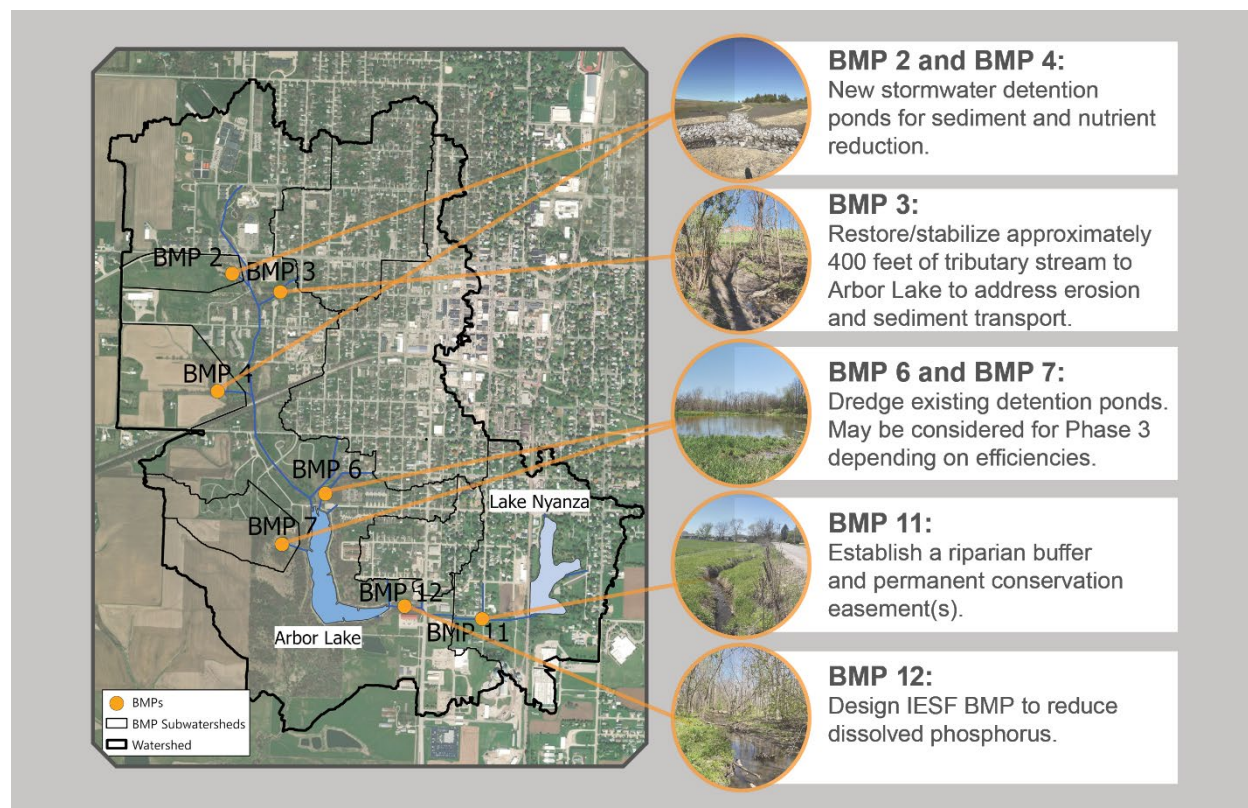
This Scope of Services includes project management, survey, engineering design, permitting, public engagement, and coordination with stakeholders to advance selected watershed BMPs (Phase 2) and in-lake restoration alternatives (Phase 3) through final design and permitting. Separate construction packages for Phase 2 and Phase 3 are anticipated. Additional services (for example, construction bidding, construction administration/oversight, alum application, and others) may be authorized later through negotiation and approval of an Amendment to the Professional Services Agreement (PSA).

HEI will subcontract with RDG Planning and Design, who will provide stream restoration design (BMP 3) and landscape architectural services to integrate watershed and lake alternatives more fully into the City's vision for parks and recreation.

Compensation and fees by task are outlined at the end of this Scope of Services. This fee was estimated assuming that each of the following Watershed BMPs and In-Lake Alternatives (see following page) are taken through final design. If alternatives are eliminated from consideration at the 35% or 60% milestones, it is anticipated that the required labor and associated fees would be less than the estimated maximum. It is difficult to predict how much engineering fees would be reduced, since it is not known at what milestone (35%, 60%, 90%) an alternative might be removed. The time and materials basis of this project is designed to protect the City from fees being charged when the work is not performed.

An estimated project schedule is also provided at the end of this Scope of Services. This schedule was developed with the general goal of constructing watershed BMPs (Phase 2) prior to lake drawdown and in-lake alternatives (Phase 3) immediately after lake drawdown at the end of the 2027 recreation season. Variations may occur in which package each project component is placed dependent upon 404 permitting efficiencies (see Task 3 below).

WATERSHED ALTERNATIVES (PHASE 2) WILL LIKELY INCLUDE:



IN-LAKE ALTERNATIVES (PHASE 3) WILL LIKELY INCLUDE:

ARBOR LAKE	LAKE NYANZA
Sediment Removal – Goal of $\geq 50,000$ CY	Shoreline Stabilization < 1,200 FT
Sediment Spoils and Containment Sites	New Public Access Jetty
Shoreline and Jetty Stabilization < 2,000 FT	Conversion to Functional Wetland
Access Enhancements (angling, kayaks, ADA)	
Low-Level Drawdown w/ Fish Barrier	

TASK 1 –MEETINGS, COORDINATION, & PROJECT MANAGEMENT

Task 1 Description of Work:

- 1.1. **Initial Meeting.** Preparation and facilitation of an in-person project kickoff meeting with the City, DNR, and other key partners. The City will host the kickoff meeting. The meeting will be attended in person by HEI's project manager and at least one technical lead to be identified by the project manager. HEI and RDG will have several virtual participants in the initial meeting. HEI will summarize and distribute notes and next actions resulting from the kickoff meeting.
- 1.2. **Initial (35%) Public Open House.** The HEI and RDG Team will support the City and DNR in the preparation of materials for an initial public open house to present 35% for both Phase 2 and Phase 3 to local stakeholders. The goal of the first meeting will be to allow community members the opportunity

to provide feedback on preliminary concepts to inform design refinements. Open house services will include preparation of concept summary data/info and up to 10 simple, concept figures in digital format to include in the presentation. The 10 figures will include one for each BMP, one for each lake, and one overview map/figure – similar to the one page summaries included in the Feasibility Study.

Assumes the City will coordinate a local venue with the ability to project the presentation from a laptop computer. Assumes the City will be responsible for venue setup and local advertisement of the meeting. The public open house will be attended by HEI's project manager RDG's landscape architect. Does not include detailed, laminated, rendering quality figures or foam poster boards printing, laminating, or mounting. Does not include creation of a Microsoft Power Point file.

- 1.3. **Final (90%) Public Open House.** The HEI and RDG Team will lead a second public open house to present 90% alternatives for both Phase 2 and Phase 3, enabling residents to visualize specific improvements and park features more fully. Final open house services include preparation of a PowerPoint presentation (full presentation slides with figures) and up to 6 laminated, foam poster boards (24"x36") to illustrate key project features.
Assumes the City will coordinate a local venue with the ability to project the presentation from a laptop computer. Assumes the City will be responsible for venue setup and local advertisement of the meeting. The public open house will be attended by HEI's project manager, one representative from RDG, and up to two additional technical staff to help present information to stakeholders.
- 1.4. **Project Management and Administration.** Includes monthly progress reports and invoicing throughout the project (16 total anticipated), internal team coordination and oversight, and collaboration with subconsultants.
- 1.5. **Other Meetings – Project Updates and Q&A.** Includes four (4) virtual coordination meetings with project partners to discuss questions during the design process. Note that these would be in addition to the three milestone reviews (35%, 60%, 90%) provided as part of the design deliverables (Task 4). Virtual coordination meetings will include development and sharing of meeting materials, agendas, and meeting notes documenting decisions made and action items.

TASK 2 – SURVEYS AND SITE ANALYSIS

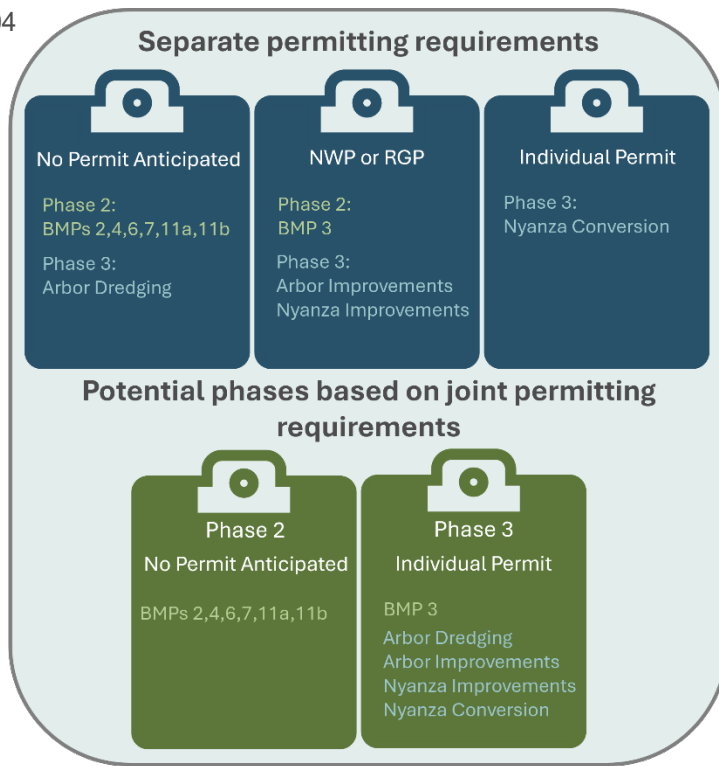
Task 2 Description of Work:

- 2.1. Field evaluations of BMP sites, Arbor Lake dam/outlet, shoreline conditions, pedestrian bridge abutments/erosion, spoils sites, and conservation easements (BMP 11a/b).
- 2.2. Topographic, bathymetric, utility, and boundary surveys to support Phases 2 and 3 design and integration of survey data into CAD plan sheets.
- 2.3. Site assessment of Watershed BMPs
- 2.4. Site assessment of In-Lake Features
- 2.5. Easement exhibits or legal descriptions as needed to support land acquisition or conservation agreements for BMPs, 3, 4, 11, one spoils site (if needed on private property), and potentially the Lake Nyanza drawdown. Virtual landowner meetings (one for each potential site) are included. Assumes field work for all sites requiring easements can be completed the same week to minimize travel costs.

It is assumed that internal inspection of the existing drawdown manhole could be completed, if required, for no more than \$5,000 (by a subconsultant to HEI). If conditions would necessitate a more invasive inspection, a detailed quote will be provided to negotiate an additional service.

TASK 3 – PERMITS AND CLEARANCES

Communication with the USACE regarding 404 permitting requirements during the feasibility study identified a pathway to permit Phase 2 and Phase 3 packages as described above with separate permits (see illustration for the separate permits requirements). USACE indicated an Individual Permit (IP) will be required for the Nyanza conversion. Experience has shown that if any component of a project requires an IP, all components of the project requiring a 404 permit may be required to be lumped into a single IP. Therefore, it may be most efficient to combine all alternatives requiring permits into one IP and proceed with all projects that will not require a 404 permit as Phase 2 (see illustration for the joint permitting requirements). This decision will be made as early as possible, as it will drive the overall project schedule. The deliverables and assumptions that follow will apply to either scenario.



Task 3 Description of Work:

- 3.1. Stream and wetland delineation and reporting.
- 3.2. Includes Section 404 permit coordination and consultation with the USACE.
- 3.3. Development of USACE Section 404(b)(1) alternatives analysis to demonstrate alternatives satisfy the Least Environmentally Damaging Practicable Alternative (LEDPA). Also includes 401 water quality certifications, if/as required.
- 3.4. Includes Phase I archaeological investigation by qualified subconsultant – the Office of the State Archaeologist (OSA). *Base fees assume that the lake would not need coring. If the Phase 1 assessment by OSA indicates the lake does need coring, that would be negotiated as an additional service.*
- 3.5. Assumes that all Phase 2 and Phase 3 alternatives that require a permit will be permitted together as one IP (as illustrated under the joint permitting requirements), as directed by the USACE during the feasibility study. If another permitting path is chosen and allowable—for example, BMP 3 being permitted separately under a RGP 40, the effort to include BMP 3 within the IP submittal will be shifted to a separate RGP submittal. Includes all 404/401 permit applications.
- 3.6. Includes dam safety coordination and floodplain development permit application. Breach modeling of the Arbor Lake dam and a development of a technical memorandum will be included to help with hazard class determination. If DNR determines it is a high hazard dam, additional services for geotechnical testing and hydrologic/hydraulic analysis may be required. *There is no mapped floodway on either lake, so modeling efforts exclude floodway (no-rise) analysis.*

Includes documentation of agency communications, permit status tracking, and integration of agency feedback into design. *Permitting does not include application for an NPDES stormwater permit (General Permit No. 2) and development of a SWPPP. These services would be completed during a future construction*

phase, possibly as the responsibility of the selected Contractor. Does not include potential additional requirements by the DNR Dam Safety program to evaluate geotechnical conditions or register the Arbor Lake dam in the State’s official inventory. These would be negotiated, as needed, as additional services.

TASK 4 – ENGINEERING & DESIGN PLANS AND SPECIFICATIONS

Task 4 fees assume that the watershed BMPs and in-lake BMPs in the map and table provided previously in this Scope of Services will be designed through 100% designs. The potential addition of complimentary iron-enhanced sand filters (IESFs) will be evaluated prior to 35% design submittal. It is likely that design concepts for IESFs will focus on BMPs 11 and 12. If they prove to be infeasible or cost-prohibitive, we anticipate design fees will be lower than projected.

Each design deliverable will include landscape architectural coordination and design input to ensure engineering plans include aesthetic, recreational, and habitat considerations laid out in the City’s Parks & Recreation Master Plan. Fees do not include separate landscape architectural drawings or plans sets – rather, the engineering plan set will capture landscape design considerations related to lake and watershed BMP features. Specific BMPs that will be evaluated by RDG’s landscape architect include:

- BMP 6 – possible trailhead, signage, and incorporation of a kayak/canoe launch near BMP 6 or at the north end of Arbor Lake
- BMP 7 – potential stream crossing and aquatic access features west of BMP 7
- Enhance recreational, aesthetic, access, and habitat considerations associate with lake shorelines, jetties, and spoil sites.

Task 4.1 Deliverables and Assumptions:

- a) 35% Design Submittals for Watershed BMPs (Phase 2)
- b) 35% Design Submittals for In-Lake Alternatives (Phase 3)

Separate plans and specifications for Phase 2 and Phase 3:

- Project Cover Sheet and **Site Map**
- Conceptual Plan Sheets, Cross-Sections, and Typical Details (as applicable)
- Opinion of Probable Construction Costs (OPCCs) with 30% contingency
- Technical Specifications – typical examples from prior projects
- 35% review meeting (Phase 2 and 3 combined)

Task 4.2 Deliverables and Assumptions:

- a) 60% Design Submittals for Watershed BMPs (Phase 2)
- b) 60% Design Submittals for In-Lake Alternatives (Phase 3)

Separate plans and specifications for Phase 2 and Phase 3:

- Updated plan sheets incorporating 35% review comments, permitting agency feedback, and initial public open house feedback.
- Refined OPCCs with 20% contingency
- Technical Specifications – preliminary list of required specifications
- Integration of preliminary landscape design elements/concepts, as applicable.
- Includes limited geotechnical analysis (Proctor tests and development of soil moisture/density curves). *If dam safety requirements necessitate more thorough*

geotechnical testing and/or seepage analysis, that will be negotiated as an additional service.

- 60% review meeting (Phase 2 and 3 combined)

Task 4.3 Deliverables and Assumptions:

- 90% Design Submittals for Watershed BMPs (Phase 2)
- 90% Design Submittals for In-Lake Alternatives (Phase 3)

Separate plans and specifications for Phase 2 and Phase 3:

- Updated plan sheets incorporating 60% review comments and permitting requirements.
- Refined OPCCs with 10% contingency
- Technical Specifications – complete draft
- 90% review meeting (Phase 2 and 3 combined)

Note that we have assumed that Phase 2 and Phase 3 will move in parallel to the 90% milestone. This fosters efficient milestone delivery and review, and makes it possible to adjust alternatives between phases as permitting and other logistics unfold. After 90% reviews, Phase 2 will proceed for an early (pre-drawdown) bidding and construction phases.

Task 4.4 Deliverables and Assumptions:

Phase 2 plans and specifications will be taken to completion ahead of Phase 3, prior to lake drawdown (see included Schedule). Final specifications will be “bid ready,” but will not include preparation of bid forms, bid advertisement, or other non-technical front-end specifications. Final, stamped, bid-ready drawings, technical specifications, and OPCCs will be delivered to the City and DNR in hard copy (11x17 paper) and digitally (PDF).

- Final (100%) Design Submittals for Watershed BMPs (Phase 2)
- Final (100%) Design Submittals for In-Lake Alternatives (Phase 3)

Separate submittal dates and plan and specification sets for Phase 2 and Phase 3:

- Final Plans
- Final OPCCs with no contingency
- Final Technical Specifications

TASK 5 – ADDITIONAL SERVICES

The potential additional services described in Houston Engineering’s proposal are not part of this Scope of Services or Agreement. Additional Services are listed here to facilitate future negotiations if these services are desired.

Additional Services:

- 5.1 Construction Bidding Services
- 5.2 Construction Oversight Services
- 5.3 Geotechnical Testing and Analysis (if additional testing required by dam safety officials)
- 5.4 Additional Dam Safety Analysis (if required by dam safety officials)

- 5.5 Additional Landscape Architectural Services (if stand-alone landscape architectural renderings or plans sets are desired for park features not associated with BMPs or lakes)
- 5.6 Internal Phosphorus Inactivation (Alum or Other Treatment)

**Deliverables and assumptions will be determined at the time of fee negotiations.*

SERVICES BY OTHERS

- HEI will engage RDG Planning and Design through a subconsultant agreement to provide engineering/design of BMP3 (stream restoration) and to provide landscape architectural design input on park and lake features, such as grading and vegetation aesthetics, spoils site layout and grading, recreational features, and lake access components. RDG will also provide renderings of watershed and lake restoration alternatives for the public open house.
- Internal inspection of the existing drawdown infrastructure, if required, will be conducted as an additional service by a subconsultant to HEI.
- Geotechnical investigations (for example, soil borings and CPT soundings), if necessary, will be negotiated as an additional service and conducted by Terracon or other subconsultant to HEI.

OTHER ASSUMPTIONS & DISCLAIMERS

- The project, including park and spoils site properties, will be readily accessible and available for survey and other field investigation and construction.
- The Client will be responsible for notifying landowners, stakeholders, and the public of informational meetings and public information.
- Digital information will be made available to the Client as needed. The specific formats and data required will be discussed and mutually agreed on by both HEI and the Client prior to any data exchanges. HEI is not liable for usage by a third party of data provided to the Client.
- Design, permitting, and bidding services fees assume two stand-alone sets of design plans and technical specifications.
- Bid documents, if desired, will be negotiated as an additional expense.
- Any additional meetings requested that are not defined in this Scope of Services will be considered Additional Services.
- Should services be required that are outside this Scope of Services, the HEI Project Manager will communicate the cost and/or schedule implications to the Client prior to performing them.

COMPENSATION

To perform the tasks in this Scope, we estimate a **maximum total fee of \$803,770** is required. A summary of the anticipated cost requirements for each task is provided on the following page.

This agreement is a Time and Materials with Not-to-Exceed contract. As such, the total fee is based on the actual hours worked and expenses incurred, not a lump sum. If certain project elements or design alternatives are eliminated prior to completion of the design phase, the Consultant's total compensation will reflect the actual level of effort expended up to the point of that change. The not-to-exceed value is not a guaranteed fee, and the final invoiced amount may be lower if the scope of services is reduced.

While this provides a general breakdown of anticipated fee requirements per Task, HEI reserves the right to move resources between Tasks as required to meet objectives defined in each Task. Fees may decrease if fewer

potential alternatives are moved to the design/engineering phase than listed in the Background section of this Scope of Services.

As priorities and issues evolve, HEI will maintain proactive coordination with the City to ensure that any scope changes and/or out of scope work is identified early, agreed upon, and documented so that adjustments in anticipated fees are anticipated and understood by all parties.

ATTACHMENT A – ENGINEER’S SCOPE OF SERVICES



Task	Description	Expenses	Totals
1	MEETINGS, COORDINATION, AND PROJECT MANAGEMENT		
1.1	Initial Meeting - Project Kickoff	\$420	\$6,830
1.2	Initial (35%) Public Open House Meeting	\$320	\$4,030
1.3	Final (90%) Public Open House Meeting	\$1,570	\$16,670
1.4	Project Administration and Monthly Progress Reports and Invoices	\$0	\$10,620
1.5	Other Meetings - Project Updates and Q&A	\$0	\$12,540
	Task 1 Costs	\$ 2,310	\$ 50,690
2	SURVEYS AND SITE ANALYSIS		
2.1	Evaluate Dam, Drawdown, and Outlet Features	\$2,990	\$20,280
2.2	Develop Engineering/Topographic Survey	\$1,470	\$15,340
2.3	Site Assessment of Watershed BMPs	\$2,980	\$23,140
2.4	Site Assessment of In-Lake Features	\$5,480	\$11,340
2.5	Conservation easements for BMP 11 and other private lands	\$3,500	\$22,320
	Task 2 Costs	\$ 16,420	\$ 92,420
3	PERMITS AND CLEARANCES		
3.1	Perform Stream/Wetland Delineations and Reports	\$662	\$18,140
3.2	Section 404 Permit Coordination with USACE	\$0	\$11,950
3.3	Develop 404(b)(1) Alternatives Analysis	\$0	\$24,460
3.4	Conduct Phase 1 Archaeological Assessment	\$22,500	\$23,950
3.5	Develop and Submit 404/401 Permit Application(s)	\$0	\$24,750
3.6	Develop and Submit Floodplain and Dam Safety Permit Applications	\$0	\$41,440
	Task 3 Costs	\$ 23,162	\$ 144,690
4.1	ENGINEERING PLANS AND SPECIFICATIONS -- 35%		
4.1.1	Develop Preliminary Engineering Design Plans -- 35%	\$0	\$79,420
4.1.2	Simulate Hydrology/Hydraulics for Preliminary Design -- 35%	\$0	\$22,200
4.1.3	Develop Preliminary Opinion of Probable Construction Costs -- 35%	\$0	\$16,280
4.1.4	Provide Typical Technical Specifications from Similar Project	\$0	\$2,710
4.1.5	Facilitate Virtual Technical Advisory Committee Review Meeting -- 35%	\$0	\$6,130
	Task 4.1 Costs	\$ -	\$ 126,750
4.2	ENGINEERING PLANS AND SPECIFICATIONS -- 60%		
4.2.1	Update Engineering Design Plans -- 60%	\$0	\$100,980
4.2.2	Simulate Hydrologic/Hydraulic Model -- 60%	\$0	\$18,080
4.2.3	Limited Geotechnical Analysis (Soil Moisture/Density Testing)	\$7,500	\$9,400
4.2.4	Update Opinion of Probable Construction Costs -- 60%	\$0	\$18,420
4.2.5	Draft Technical Specifications -- 60%	\$0	\$12,530
4.2.6	Hold Virtual Technical Advisory Committee Review Meeting -- 60%	\$0	\$6,480
	Task 4.2 Costs	\$ 7,500	\$ 165,900
4.3	ENGINEERING PLANS AND SPECIFICATIONS -- 90%		
4.3.1	Update Engineering Design Plans -- 90%	\$0	\$94,230
4.3.2	Simulate Hydrologic/Hydraulic Model -- 90%	\$0	\$10,680
4.3.3	Update Opinion of Probable Construction Costs -- 90%	\$0	\$16,320
4.3.4	Update Technical Specifications -- 90%	\$0	\$16,700
4.3.5	Hold Virtual Technical Advisory Committee Review Meeting -- 90%	\$0	\$7,430
	Task 4.3 Costs	\$ -	\$ 145,360
4.4	ENGINEERING PLANS AND SPECIFICATIONS -- FINAL		
4.4.1	Update Engineering Design Plans -- FINAL	\$0	\$52,580
4.4.2	Update Opinion of Probable Construction Costs -- FINAL	\$0	\$10,770
4.4.3	Update Technical Specifications -- FINAL	\$0	\$14,610
	Task 4.4 Costs	\$ -	\$ 77,960



TIMELINE

Services outlined in this proposal (Tasks 1-4) are anticipated to be completed according to the schedule provided on the following page. The goal is to develop two sets of final plans and technical specifications to allow:

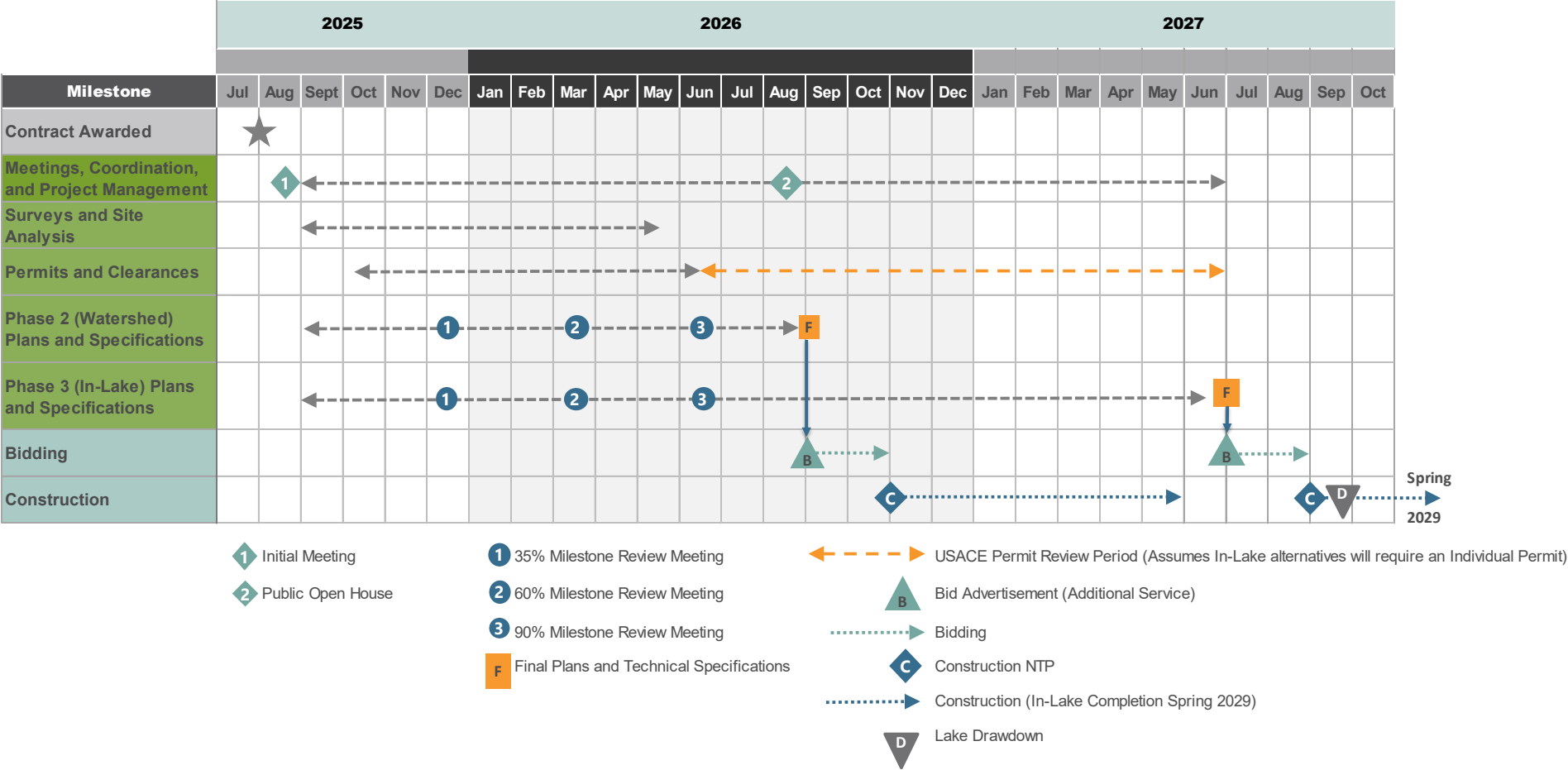
1. Construction of Phase 2 - Watershed BMPs (and/or alternatives that do not require drawdown or an IP) in the fall of 2026 and likely extending to the spring of 2027.
2. Construction of Phase 3 - In-lake components that require drawdown and/or an IP after drawdown of Arbor Lake after the 2027 recreation season (after either the Fourth of July or Labor Day weekend). Likely Phase 3 construction period will be from the fall of 2027 through the spring of 2029.

We propose advancing Phase 2 and Phase 3 in parallel through the 90% milestone. The phases will separate based on permitting review differences. This will be the most efficient way to sequence the design process and will provide flexibility related to moving alternatives between phases based on permitting needs or other logistical considerations.

ATTACHMENT A – ENGINEER’S SCOPE OF SERVICES



PROPOSED TIMELINE
Design & Engineering Services - Arbor Lake & Lake Nyanza Restoration
City of Grinnell, Iowa



General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. Houston may also proceed with additional services specifically requested in writing by the Client, including electronic communications, without a written modification to the Agreement. Client shall compensate Houston for the additional services in an amount equal to the cumulative hours worked multiplied by the billing rates specified in the Agreement, or based on Houston's standard billing rates if billing rates are not specified in the Agreement; plus reimbursement of expenses incurred in connection with providing the additional services. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the other party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. BETTERMENT

If any item or component of the Services or an amended Task Order is required due to omission from the original documents or Task Order provided to Houston, Houston's liability shall be limited to the reasonable costs of correction of the omission, less the cost to Client if the omitted item or component had been initially included in the original documents or Services documents. All costs of errors, omissions or other changes that result in betterment shall be borne by Client and shall not be a basis of a claim against Houston. In no event will Houston be responsible for that portion of any cost or expense that provides betterment or upgrades or enhances the value of the Services.

7. LIMITATION OF LIABILITY

In no event shall Houston be liable for punitive, special, incidental, indirect, consequential, or lost profit damages of any kind or nature, regardless of the form of action to which such damages are sought. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement, whether such claim is based on negligence, breach of contract, or any other theory. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

8. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and commercial general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

9. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant, or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. If Hazardous Substances are identified or located at the Project site, Houston may suspend all Services without liability until remediation of the Hazardous Substances is complete. Houston reserves the right to adjust the attached Fee Schedule or any rate schedule of

Houston's subconsultants for specialized fees or services related to remediation of Hazardous Substances as agreed in writing between Houston and Client. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants and subconsultants from and against all fees, costs, claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for third-party remediation specialists, experts, attorneys, and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

10. INDEMNIFICATION

Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, and employees from and against any and all, costs, losses and damages, including reasonable attorneys' fees and other costs of litigation or dispute resolution to the extent caused by Houston's fault, negligent acts or omissions in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

11. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

12. CONTRACTOR MEANS AND METHODS

Houston has no control over, supervision of, or responsibility for construction of the Project or at the Project site. Client is solely responsible for retaining a qualified contractor or contractors licensed in the jurisdiction of the project (separately or collectively, the "Contractor") to implement the construction of the Project ("Work"). Contractor shall coordinate, control, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety, and security. Houston shall not be responsible for and shall bear no liability for Contractor's failure to perform the Work in accordance with the requirements of the Project and any documents or contracts related to the Project. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Client, Houston, and Houston's subconsultants, officers, directors, shareholder, agents, consultants, and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name Client, Houston, and Houston's subconsultants as additional insureds on Contractor's commercial general liability insurance policies on a primary and non-contributory basis. The amount of coverage available to the additional insureds shall be the amount of coverage required in the Client-Contractor agreement.

13. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the Work, means or methods of Contractor or its/their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the Contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents, or subcontractors on a site shall not imply that Houston controls the operations of others, nor shall it be construed to be an acceptance by Houston of any responsibility for jobsite safety.

14. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

15. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston. Client shall indemnify, defend, and hold harmless Houston, together with its officers, directors, shareholder, agents, consultants and employees from and against any and all claims, costs, losses, and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's re-use of all information, documents, drawings, specifications prepared as part of the Project.

16. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

17. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

18. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

19. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state, and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

20. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to, without limitation, causes beyond its reasonable control including, without limitation, acts of God, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston, if such could have not been overcome by the exercise of reasonable efforts by Houston (each, an "Event of Force Majeure"). Any delay due to an Event of a Force Majeure shall not be deemed to be a breach of or failure to perform this Agreement or any part hereof; provided, however, Houston shall provide reasonable notice to the Client of any Event of Force Majeure which notice shall provide the particulars of the cause of the event of Force Majeure in writing. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

22. BUSINESS ENTITY

Client acknowledges that Houston is a business corporation and agrees that any claim made by Client arising out of any act or omission of any shareholder, director, officer, or employee of Houston in the execution or performance of this Agreement shall be made solely against Houston and not against any individual or group of individuals in any capacity.

23. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested; or sent by electronic mail with read receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, electronic mail, or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service or by transmission by electronic mail. Notices, demands, or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the U.S. mail or electronic addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

24. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third-party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

– END OF DOCUMENT –

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Amendment to the General Terms and Conditions (“GC’s”), which are part of the Client/Owner Services Agreement (“Agreement”) dated AUGUST 18, 2025 , by and between Houston Engineering, Inc. (“Houston”) and (“Client”).

The following clauses are hereby incorporated and made a part of the Agreement, to either replace or supplement the terms thereof. In the event of any conflict or discrepancy between the terms of this Amendment and the terms of the GC’s, the terms of this Amendment shall control.

2. PAYMENT TERMS – Shall be amended as follows:

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts ~~30~~ 60 days or more past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving seven (7) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

2025 FEE SCHEDULE

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2025 Rates	Category	2025 Rates	Category	2025 Rates
Engineering Assistant 1	\$104	Technician Assistant	\$107	Project Assistant 1	\$87
Engineering Assistant 2	123	Technician 1	123	Project Assistant 2	101
Engineer 1	149	Technician 2	131	Project Assistant 3	107
Engineer 2	156	Technician 3	140	Project Assistant 4	112
Engineer 3	164	Technician 4	149	Project Assistant 5	120
Engineer 4	172	Technician 5	156	Project Assistant 6	125
Engineer 5	183	Technician 6	164	Planner 1	\$172
Engineer 6	194	Technician 7	173	Planner 2	188
Engineer 7	206	Technician 8	182	Planner 3	205
Engineer 8	216	Technician 9	190	Planner 4	237
Engineer 9	227	Technician 10	200	Planner 5	249
Engineer 10	237	Technician 11	208	Land Surveyor 1	\$156
Engineer 11	248	GIS Assistant	\$76	Land Surveyor 2	179
Engineer 12	260	GIS Analyst 1	116	Land Surveyor 3	198
Engineer 13	269	GIS Analyst 2	128	Land Surveyor 4	211
Scientist Assistant	\$107	GIS Analyst 3	140	Land Surveyor 5	237
Scientist 1	145	GIS Analyst 4	153	Land Surveyor 6	260
Scientist 2	156	GIS Analyst 5	164	CAD Technician 1	\$109
Scientist 3	172	GIS Analyst 6	176	CAD Technician 2	114
Scientist 4	185	Project Manager 1 – Technology	179	CAD Technician 3	123
Scientist 5	197	Project Manager 2 – Technology	198	CAD Technician 4	131
Scientist 6	230	Project Manager 3 – Technology	230	CAD Technician 5	140
Scientist 7	260	Software Engineer 1	\$135	CAD Technician 6	149
Hydrogeologist 1	\$156	Software Engineer 2	152	Drone Pilot	\$165
Hydrogeologist 2	173	Software Engineer 3	163	Drone Visual Observer	67
Hydrogeologist 3	197	Software Engineer 4	175	Landscape Architect 1	\$142
Hydrogeologist 4	244	Software Engineer 5	188	Landscape Architect 2	154
Hydrogeologist 5	260	Software Engineer 6	200	Landscape Architect 3	165
Senior Consultant 1	\$219	Software Engineer 7	212	Landscape Architect 4	178
Senior Consultant 2	272	Software Engineer 8	230	Landscape Architect 5	189
Senior Consultant 3	285	Computer Technician	\$189		
Senior Consultant 4	296				
Senior Consultant 5	307				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2025 Rates	Category	2025 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$190/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$231/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$286/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$320/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

Resolution No. 2025-147

**RESOLUTION EXECUTING GRANT AGREEMENT WITH THE IOWA DOT FOR THE DESIGN AND
CONSTRUCTION OF THE RECONSTRUCT PARKING APRON IMPROVEMENTS PROJECT AT THE GRINNELL
REGIONAL AIRPORT IN GRINNELL, IOWA**

WHEREAS an application for funding from the Iowa DOT was previously submitted to the IDOT for the design and construction of said improvements; and

WHEREAS, a grant offer has been received by the City of Grinnell, Iowa for funding from the Iowa DOT for the design and construction of said improvements which agrees to pay eighty percent (80%) of the allowable costs incurred accomplishing the project with a maximum obligation of \$300,000.00 (Three Hundred Thousand and 0/100 dollars); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA:

Section 1. The City Council accepts the grant from the Iowa DOT for a Grant Agreement for eligible cost of eighty percent (80%) with a maximum obligation of 300,000.00 (Three Hundred Thousand and 0/100 dollars).

Section 2. The City Council formally accepts the terms and conditions of the award as provided in the Grant Agreement.

Section 3. The Mayor, City Manager and City Attorney are hereby authorized and directed to sign, attest and date the Iowa DOT Grant Agreement for funding for the design and construction of the Reconstruct Parking Apron Improvements Project at the Grinnell Regional Airport.

Passed this 18th day of August 2025.

CITY OF GRINNELL, IOWA

Mayor

ATTEST:

City Clerk

August 13, 2025

Grinnell Regional Airport
Russ Behrens
520 4th Ave
Grinnell, IA 50112

Dear Russ:

Congratulations! The FY 2026 Airport Development Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 12, 2025. The grant award is for **80%** of eligible costs up to a maximum state share of **\$300,000** for the following project: **Reconstruct Parking Apron.**

Attached is a grant agreement the airport sponsor should review, sign, and return to me by email. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT.** Once received, the Iowa DOT will sign and return a fully executed agreement to the sponsor. The airport sponsor is authorized to begin the project **only after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

Stand-alone Iowa DOT grant administration expenses as part of the engineering agreement are not eligible for reimbursement. Project administration, closeout, and other related engineering costs remain eligible. Sponsors needing assistance on administration of these grants can reach out to our office directly.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.

-
- Only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
 - Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.forms.govos.com/sc/aviation>

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2026
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Grinnell**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Grinnell Regional Airport** hereafter the “Airport.”

Improvements shall consist of: **Reconstruct Parking Apron**, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I260GGI100**

Contract number: **CNTRT-00008987**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

The Iowa DOT agrees to reimburse the SPONSOR **80%** of the eligible project costs, not to exceed the maximum amount payable of **\$300,000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>

- Competitive bid procedures for all projects greater than \$206,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$114,000 and \$206,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$82,000 and \$206,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.
- Maximum guaranteed price contract requirements for eligible projects as identified in Chapter 26A of the Code of Iowa.

- 2.04 The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, Iowa Code Chapter 26A, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering, architectural plans and specifications, and/or construction documents* must be used. The SPONSOR shall submit any plans, specifications, construction documents and other contract documents to the Iowa DOT for its files.
*See 26A.3(2)
- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.12. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
 - Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code, as well as Chapter 26A of the Iowa Code if applicable, and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of

- Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
 - (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the

Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2024

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Ave.

Suite 200

Des Moines, IA 50315 Phone:
(515-348-6193)

Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6200) to identify potential material suppliers, manufacturers, and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus Form 730007, TSB Pre-Bid Contact Information. Form 730007 can be found here: <https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

A. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the “Quotation Used in Bid” column along with a “yes” indicated on the Pre- BID Contract Information Form.

B. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors’ groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor’s files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Form 260017 [\[Iowa DOT\] 260017. Checklist and Certification for the Utilization of TSBs on Non-Federal Projects](#)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

RESOLUTION NO. 2025-148

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CENTRAL PARK VETERANS MONUMENT AND PLAZA PROJECT.

WHEREAS, on the 21st day of July 2025 plans, specifications, estimate of cost and form of contract were filed for the Central Park Veterans Monument and Plaza Project for the city of Grinnell, Iowa;

WHEREAS, notice of hearing on plans, specifications, estimate of cost and form of contract for said improvement was published as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRINNELL, IOWA:

Section 1. That the said plans, specifications, estimate of cost and form of contract are hereby approved as the plans, specifications, estimate of cost and form of contract for said improvements, as described in the preamble of this Resolution.

Where upon Mayor Agnew declared this resolution duly passed and approved this 18th day of August 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

Grinnell Veterans Memorial Monument

Design Team

Project Leader/Landscape Architect:

RITLAND+KUIPER
Landscape Architects
501 Sycamore Street, Mezz. A
Waterloo, Iowa 50703
Phone: 319-233-8090

Civil Engineer/Surveyor:

Clapsaddle-Garber Associates
16 East Main Street
Marshalltown, IA 50158
Phone: 641-752-6701

Monument Artist:

JTL Workshop
3633 Hwy 146
Grinnell, IA 50112
Phone: 515-229-6626

Monument Design and Fabrication:

Vector Custom Fabricating
2118 W. Fulton Street
Chicago, Illinois 60612
Phone: 312-421-5161

Electrical & Lighting Engineer:

MODUS Engineering
214 East 4th Street
Waterloo, Iowa 50703
Phone: 319-235-0650

Structural Engineer:

Goodfriend Magruder Structure LLC
53 W Jackson Blvd. Suite 340
Chicago, Illinois 60604
Phone: 312-265-2643

City of Grinnell, Iowa

07/15/25

BID DOCUMENTS

Project Location

CENTRAL PARK IN GRINNELL, IOWA

Drawing Index

SITE/CIVIL

C-0.0 COVER SHEET
C-0.1 SYMBOLS, LEGEND, AND GENERAL INFORMATION
C-1.0 EXISTING CONDITION & DEMO PLAN
C-2.0 LAYOUT & UTILITY PLAN
C-3.0 GRADING PLAN
C-5.0 TYPICAL DETAILS

LANDSCAPE

L-1.1 LANDSCAPE PLAN
L-2.1 PAVER LAYOUT PLAN
L-2.2 PAVER DETAILS

ELECTRICAL

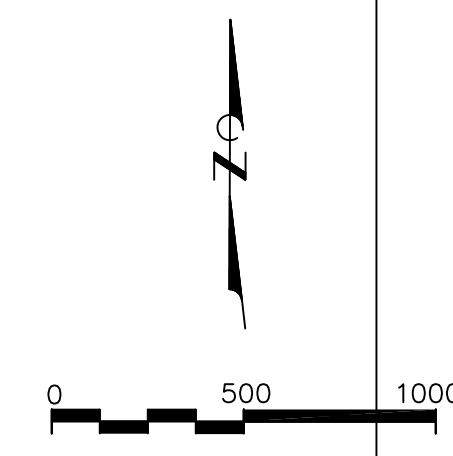
E-1.1 ELECTRICAL SYMBOLS AND SITE PLAN
E-1.2 ELECTRICAL SCHEDULES & DETAILS

MONUMENT ERECTION

ME1-7 ERECTION PLAN & DETAILS

STRUCTURAL

S-0.0 GENERAL NOTES
S-0.1 GENERAL NOTES
S-1.0 FOUNDATION PLAN
S-3.0 TYPICAL DETAILS



LEGEND

EXISTING	PROPOSED		EXISTING	PROPOSED	
		EVERGREEN TREE			WATERLINE
		DECIDUOUS TREE			WATER VALVE
		FRUIT TREE			FIRE HYDRANT
		SHRUBS (BUSHES)			WATER METER
		TREE LINE			CURB STOP
		STUMP			YARD HYDRANT
		SWAMP			FIRE DEPT. CONNECTION
		CEMETERY			POST INDICATOR VALVE
		GRAVE			SANITARY SEWER LINE
		CAVE			STORM SEWER LINE
		SINK HOLE			DRAIN TILE
		WELL			SUBDRAIN
		WINDMILL			MANHOLE
		CISTERN			CLEANOUT
		SEPTIC TANK			INTAKE
		LP GAS TANK			BEEHIVE INTAKE
		UNDERGROUND STORAGE TANK			ROOF DRAIN
		SATELLITE DISH			ROOF DRAIN (SURFACE)
		SIGN (TYPE AS NOTED)			ROOF DRAIN (UNDERGROUND)
		FLAGPOLE			GAS LINE
		SOIL BORING			GAS VALVE
		MONITORING WELL			GAS METER
		PARKING METER			OVERHEAD ELECTRICAL LINE
		MAILBOX			BURIED ELECTRICAL LINE
		POST			POWER POLE
		BOLLARD			ELECTRICAL METER
		SPRINKLER HEAD			ELECTRICAL HIGHLINE TOWER
		SPRINKLER HEAD VALVE			TRAFFIC SIGNAL
		GUARDRAIL (BEAM OR CABLE)			TRAFFIC SIGNAL LINE
		FENCE			STREET LIGHT
		TILE OUTLET			LUMINAIRE
		DRAINAGE WAY			ELECTRICAL BOX/TRANSFORMER
		EDGE OF WATER			FIBER OPTICS LINE
		SILT FENCE			FIBER OPTICS BOX
		CONTOUR LINE			FIBER PEDESTAL
		SPOT ELEVATION			TELEPHONE LINE
		BUILDING			TELEPHONE POLE
					TELEPHONE PEDESTAL
					TELEPHONE BOX
					CABLE TELEVISION LINE
					TELEVISION PEDESTAL
					TELEVISION BOX
					AIR CONDITIONER

ABBREVIATIONS

PCC	PORTLAND CEMENT CONCRETE
ACC	ASPHALT CEMENT CONCRETE
STM	STORM SEWER MANHOLE
INT	STORM SEWER INTAKE
INT-MH	STORM SEWER INTAKE WITH MANHOLE
STCO	STORM SEWER CLEANOUT
FES	STORM SEWER FLARED END SECTION
STP	STORM SEWER PIPE
STFM	STORM SEWER FORCE MAIN
SMH	SANITARY SEWER MANHOLE
SACO	SANITARY SEWER CLEANOUT
SAP	SANITARY SEWER PIPE
SAFM	SANITARY SEWER FORCE MAIN
FH	FIRE HYDRANT ASSEMBLY
YH	YARD HYDRANT ASSEMBLY
WV	WATER VALVE
CS	CURB STOP
PIV	POST INDICATOR VALVE
FDC	FIRE DEPT. CONNECTION
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
PVC	POLYVINYL CHLORIDE PIPE
DI	DUCTILE IRON PIPE
CP	SURVEY CONTROL POINT
BM	SURVEY BENCHMARK
SB	SOIL BORING
MW	MONITORING WELL
PM	PARKING METER
SH	SPRINKLER HEAD
GV	GAS VALVE
GM	GAS METER
PP	POWER POLE
EM	ELECTRIC METER
TS	TRAFFIC SIGNAL
LP	LIGHT POLE/STREET LIGHT
EB	ELECTRICAL BOX/TRANSFORMER
FB	FIBER OPTICS BOX/PEDESTAL
TB	TELEPHONE BOX/PEDESTAL
TP	TELEPHONE POLE
CB	CABLE/TELEVISION BOX
AC	AIR CONDITIONER UNIT
CBU	CLUSTER MAILBOX UNIT

CONTROL POINTS:

IOWA REGIONAL COORDINATE SYSTEM IOWA REGIONAL COORDINATE SYSTEM (ZONE 9)
NAD83(2011)(EPOCH 2010) IARTN DERIVED -US SURVEY FEET

NUMBER	NORTHING	EASTING	ELEV.	DESCRIPTION
303	635479.92	1852645.44	1014.39	MAG NAIL
400	636101.77	1852180.48	1020.35	MAG NAIL IN CURB
401	636099.55	1852540.36	1016.12	MAG NAIL IN CORNER OF INTAKE
402	635751.59	1852376.52	1017.51	MAG NAIL
403	635827.36	1852191.97	1020.16	MAG NAIL IN CURB
405	635590.23	1852210.51	1016.79	CUT X

SURVEY PREPARED BY:

CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

SITE PLAN PREPARED BY:

PROJECT MANAGER:LUKE WILSON
CLAPSADDLE-GARBER ASSOCIATES, INC
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
PH 641-752-6701
WWW.CGACONSULTANTS.COM

FIELD WORK COMPLETED:

5/31/2024

PROPERTY ADDRESS:

834 BROAD STREET, GRINNELL,
IOWA

OWNER OF RECORD:

CITY OF GRINNELL

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

ALLIANT ENERGY ALLIANT ENERGY FIELD ENGINEER	800-255-4288
CITY OF GRINNELL JAN B. ANDERSON	641-236-2600
GRINNELL COLLEGE MIKE BURT	641-269-3300
IOWA COMMUNICATIONS NETWORK DAVE AUSPURGER	515-725-4604
AUREON NETWORK SERVICES JEFF KLOCKO	515-830-0445
VERIZON INVESTIGATIONS	489-886-4090
MASHASKA COMMUNICATION GROUP FRANK HANSON	641-676-1000
MEDIACOM CURT HODGES	515-669-3647
WINDSTREAM COMMUNICATIONS LOCATE DESK	800-289-1901

NOTE:

UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES
HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS
AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE
CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS,
THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

NOTES:

- ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
- ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.
- UTILITY LINETYPES WITH A QUALITY LEVEL INDICATOR (*) HAVE BEEN LOCATED PER THE FOLLOWING ASCE STANDARD GUIDELINE FOR THE COLLECTION & DEPICTION OF EXISTING SUBSURFACE UTILITY DATA* :

(A) - PRECISE HORIZONTAL & VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED & SURVEYED UTILITIES) & SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL & VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15- MM VERTICAL & TO APPLICABLE HORIZONTAL SURVEY & MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

(B) - INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE & APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT & REDUCED ONTO PLAN DOCUMENTS.

(C) - INFORMATION OBTAINED BY SURVEYING & PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES & BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

(D) - INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C-0.1	SYMBOLS, LEGEND AND GENERAL INFORMATION
C-1.0	EXISTING CONDITIONS & DEMOLITION PLAN
C-2.0	LAYOUT & UTILITY PLAN
C-3.0	GRADING PLAN
C-5.0	TYPICAL DETAILS



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature
Lucas A. Wilson, PE
Iowa License Number 26390
My license renewal date is December 31, 2025

Date
7/5/25

Pages or sheets covered by this seal: ALL C-SERIES SHEETS IN THIS PROJECT

VETERANS
MEMORIAL
MONUMENT

Central Park
Grinnell, Iowa

Project Leader/Landscape Architect:

RITLAND+KUIPER
Landscape Architects
501 Sycamore Street, Mezz. A
Waterloo, Iowa 50703
Phone: 319-233-8090

Civil Engineer/Surveyor:

Clapsaddle-Garber Associates
16 East Main Street
Marshalltown, IA 50158
Phone: 641-752-6701

Monument Artist:

JTL Workshop
3633 Hwy 146
Grinnell, IA 50112
Phone: 515-229-6626

Monument Design and Fabrication:

Vector Custom Fabricating
2118 W. Fulton Street
Chicago, Illinois 60612
Phone: 312-421-5161

Electrical & Lighting Engineer:

MODUS Engineering
214 East 4th Street
Waterloo, Iowa 50703
Phone: 319-235-0650

Structural Engineer:

Goodfriend Magruder Structure LLC
53 W Jackson Blvd. Suite 340
Chicago, Illinois 60604
Phone: 312-265-2643

Revisions

No.	Date	Description

Issue Date :

07/15/25

Designed By :

KMN

Drawn By :

KMN

Reviewed By :

LAW

Sheet Title

SYMBOLS,
LEGEND, AND
GENERAL
INFORMATION

Category

Sheet

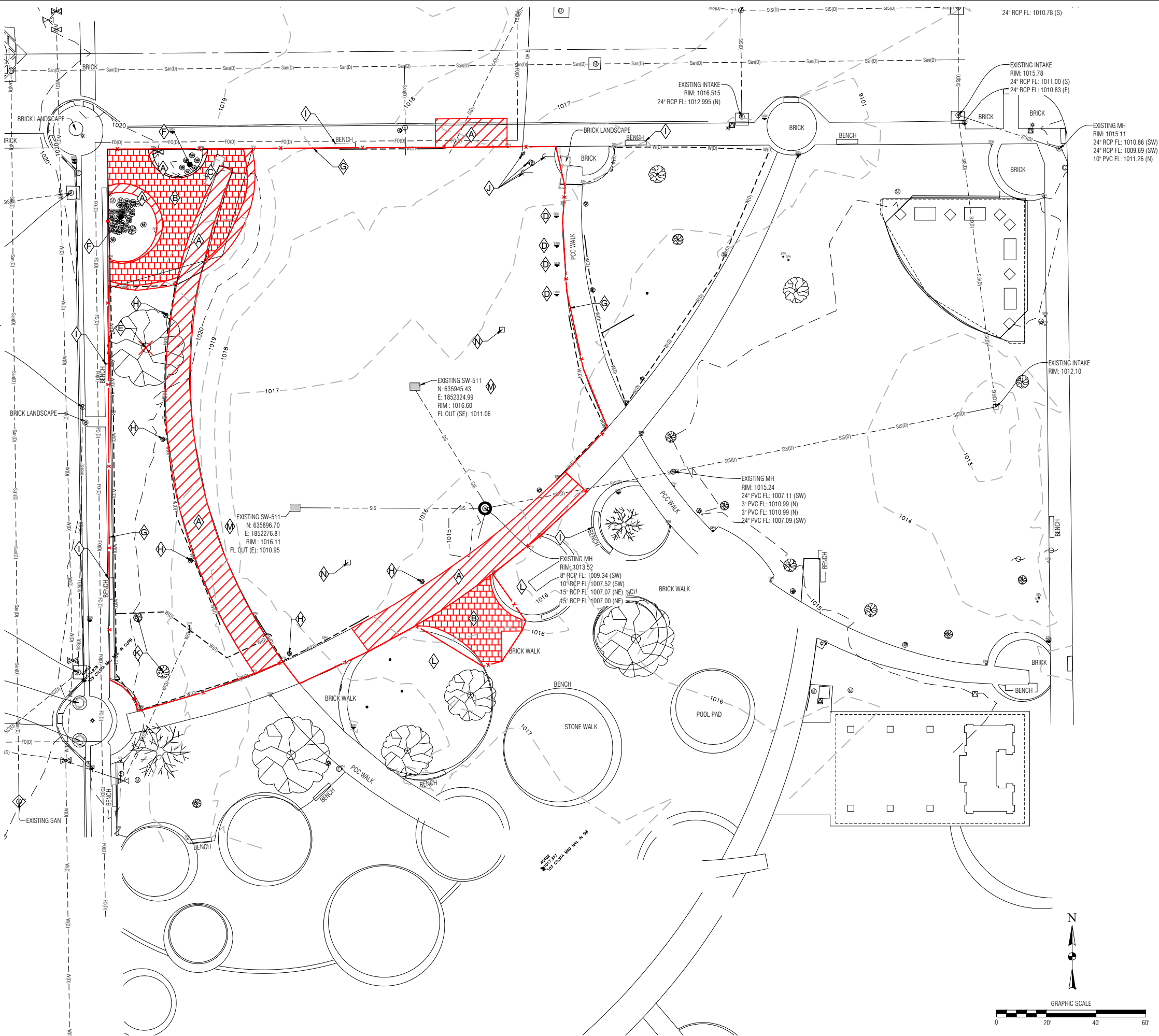
C-0.1

GENERAL DEMOLITION NOTES:

- ADJOINING PROPERTIES SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY CONTRACTOR.
- ANY DAMAGE TO EXISTING PAVEMENT TO REMAIN DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT TO REMAIN.
- CONTRACTOR SHALL SUPPLY DETAILED CONSTRUCTION SCHEDULE TO THE CITY.
- ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
A. CITY OF GRINNELL
B. RITLAND+KUIPER LANDSCAPE ARCHITECTS
- CONTRACTOR SHALL DISPOSE OF PAVEMENT & FENCING OFF-SITE
- ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PRIVATE PROPERTY.
- EXISTING IRRIGATION SYSTEM TO BE REMOVED AND REPLACED IN THIS AREA. LOCATE, CUT, AND CAP IRRIGATION MAINS WHERE THEY ENTER THIS ARE AND TAKE CARE NOT TO DAMAGE AREAS OUTSIDE OF THE CONSTRUCTION AREA DURING CONSTRUCTION ACTIVITIES. SALVAGE EXISTING IRRIGATION HEADS AND VALVES AND PROVIDE TO CITY OF GRINNELL. NEW IRRIGATION SYSTEM TO BE PROVIDED BY OWNER (NOT IN CONTRACT).

KEY DEMOLITION CONSTRUCTION NOTES:

- A** REMOVE EXISTING PAVEMENT
- B** REMOVE EXISTING BRICK PAVERS & CONCRETE BASE. SALVAGE PAVERS FOR REUSE IN THE SAME LOCATION
- C** REMOVE EXISTING WALL FEATURE, SALVAGE CAST STONE CAPS TO THE CITY
- D** REMOVE EXISTING SIGNS AND SALVAGE TO THE CITY
- E** REMOVE EXISTING TREE
- F** CLEAR & GRUB EXISTING PLANTS
- G** INSTALL CONSTRUCTION FENCING AROUND SITE PERIMETER
- H** EXISTING LIGHT POLE SHALL BE REMOVED, SALVAGED & RESET ON NEW CONCRETE BASE
- I** EXISTING BENCH TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION
- J** EXISTING POWER POLE, GUY WIRES & ELECTRICAL PEDESTAL TO BE REMOVED
- K** EXISTING TREES TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION. INSTALL CONSTRUCTION FENCING AROUND TREE DRIPLINE TO PREVENT PARKING UNDER TREES.
- L** EXISTING LANDSCAPED AREA TO BE PROTECTED THROUGHOUT THE DURATION OF CONSTRUCTION
- M** INSTALL INLET PROTECTION DEVICE. PRIOR TO COMMENCING CONSTRUCTION. CONTRACTOR SHALL INSTALL, MAINTAIN AND REMOVE CONSTRUCTION DEVICE WHEN CONSTRUCTION HAS BEEN COMPLETED
- N** EXISTING INLET STRUCTURE TO BE REMOVED.



VETERANS
MEMORIAL
MONUMENT

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Grinnell, Iowa

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Monument Design and Fabrication:

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Revisions

No.	Date	Description

Issue Date :

07/15/25

Designed By :

KMN

Drawn By :

KMN

Reviewed By :

LAW

Sheet Title

EXISTING
CONDITIONS &
DEMOLITION
PLAN

Category

Sheet

C-1.0

TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR. ALL CONTROL DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION, AND SHALL CONFORM TO SUDAS TRAFFIC CONTROL STANDARDS PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE OWNER BEFORE CHANGES ARE MADE.
2. THE CONTRACTOR SHALL USE CARE WHEN WORKING UNDER/OVER/AROUND ELECTRICAL LINES.

GENERAL LAYOUT NOTES:

1. ALL DIMENSIONS ARE TO EDGE OF PAVING UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. ALL DISTURBED AREAS DESIGNATED AS GREEN SPACE SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO L-SERIES PLANS.
4. ANY DAMAGE TO THE PAVEMENT NOT SHOWN FOR REMOVAL ON THE PLANS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT.
5. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC RELOCATIONS OR REMOVALS WITH RESPECTIVE UTILITY COMPANIES.
6. ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PRIVATE PROPERTY.
7. CONCRETE CONTRACTOR SHALL COORDINATE WITH MONUMENT INSTALLER PRIOR TO BEGINNING WORK. MONUMENT INSTALLER/ FABRICATOR SHALL SEND A TEMPLATE FOR LAYING OUT AND LOCATING STRUCTURAL FOOTINGS TO THE CONCRETE FLATWORK CONTRACTOR TO USE DURING PREPARATION OF CONCRETE WORK.

CONSTRUCTION DETAILS

- 1

CS.0

INSTALL 6" PCC PAVEMENT SECTION
- 2

CS.0

INSTALL 6" PCC COLORED SIDEWALK PAVEMENT SECTION

DARK GRAY COLOR

TAN COLOR
- 3

CS.0

INSTALL 6" STANDARD CURB & GUTTER MATCH EXISTING PAVEMENT
- 4

CS.0

BRICK PAVER SECTION (SEE L-SERIES PLANS FOR MORE INFORMATION)
- 5

CS.0

NYLOPLAST 2' X 3' ROAD AND HIGHWAY STRUCTURE EQUIVALENT TO SUDAS SW-511
- 7

CS.0

INSTALL CONCRETE STEPS
- 8

CS.0

INSTALL VARIED HEIGHT CURB & GUTTER WITH THICKENED EDGE

CONSTRUCTION NOTES:

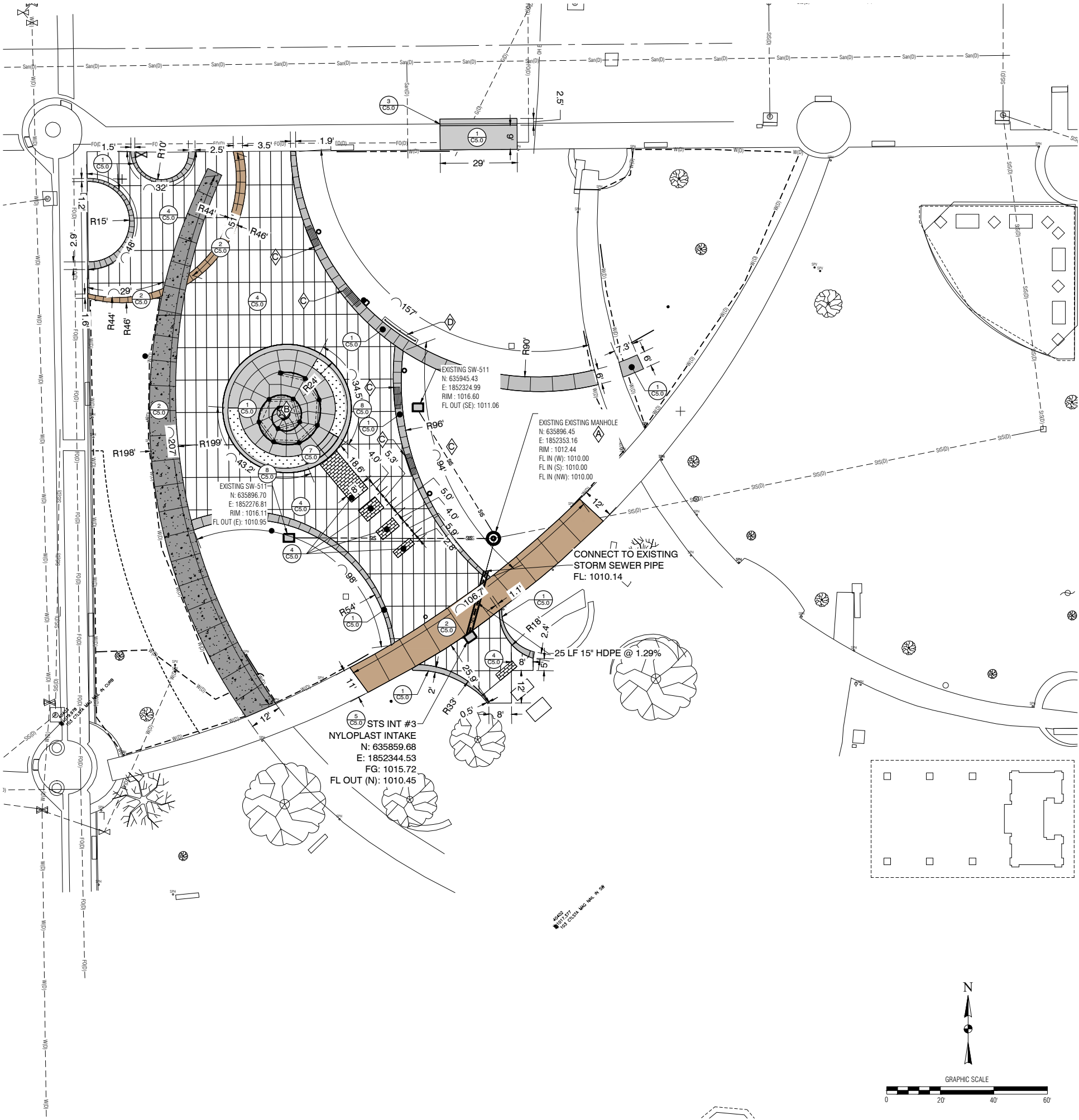
- A

ADJUST MANHOLE (MAJOR ADJUSTMENT) AND REPLACE TOP WITH SOLID TOP. CONTRACTOR SHALL FIELD VERIFY MANHOLE RIM ELEVATION PRIOR TO ADJUSTMENT.
- B

VETERANS MONUMENT (SEE STRUCTURAL PLAN FOR MORE INFORMATION ON FOOTING LOCATIONS AND CONSTRUCTION) MONUMENT INSTALL SHALL BE COMPLETED BY OTHERS.
- C

BENCH (TO BE INSTALLED BY OWNER - N.I.C.)
- D

DONOR WALL (TO BE INSTALLED BY OWNER - N.I.C.)



VETERANS
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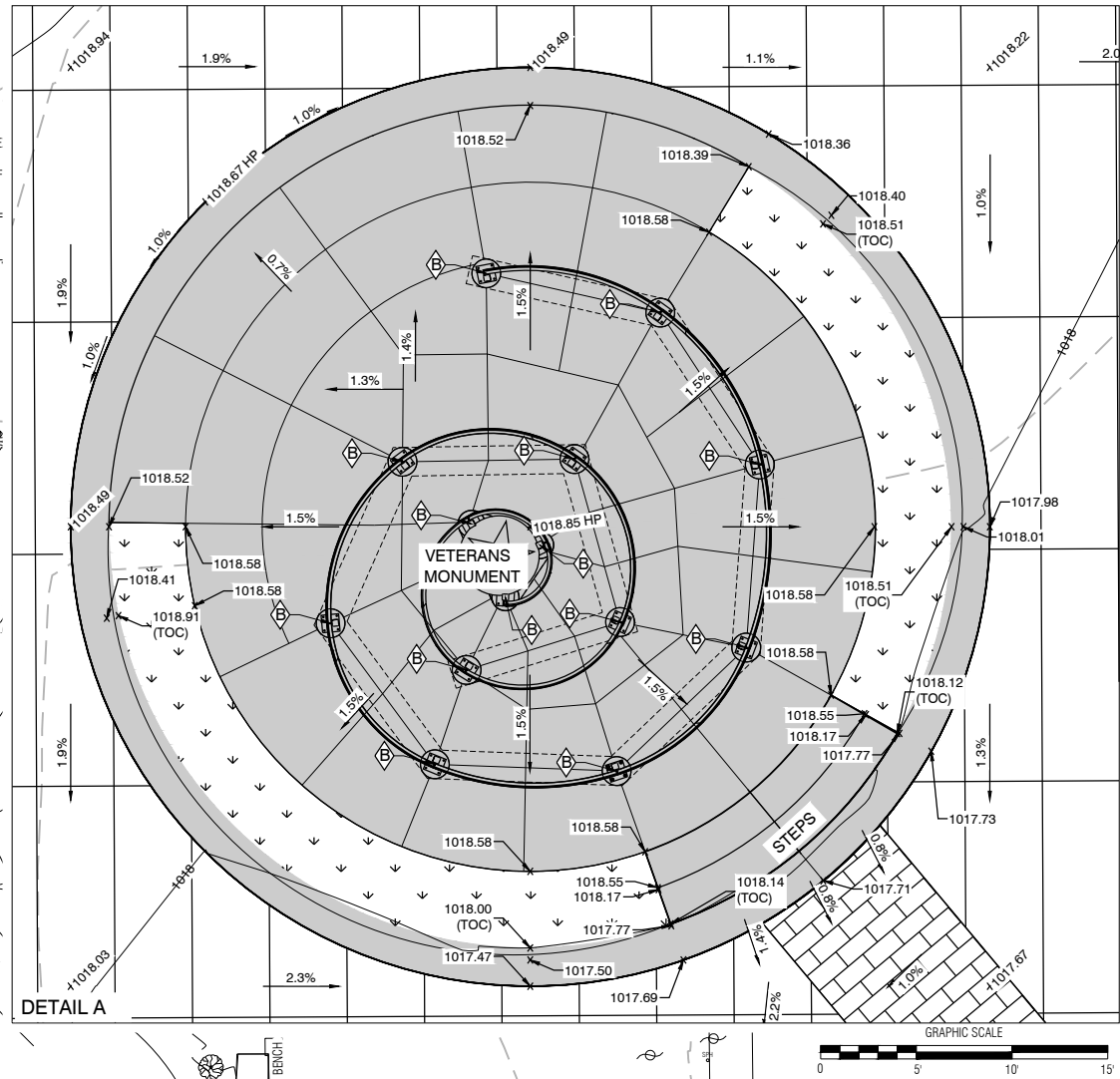
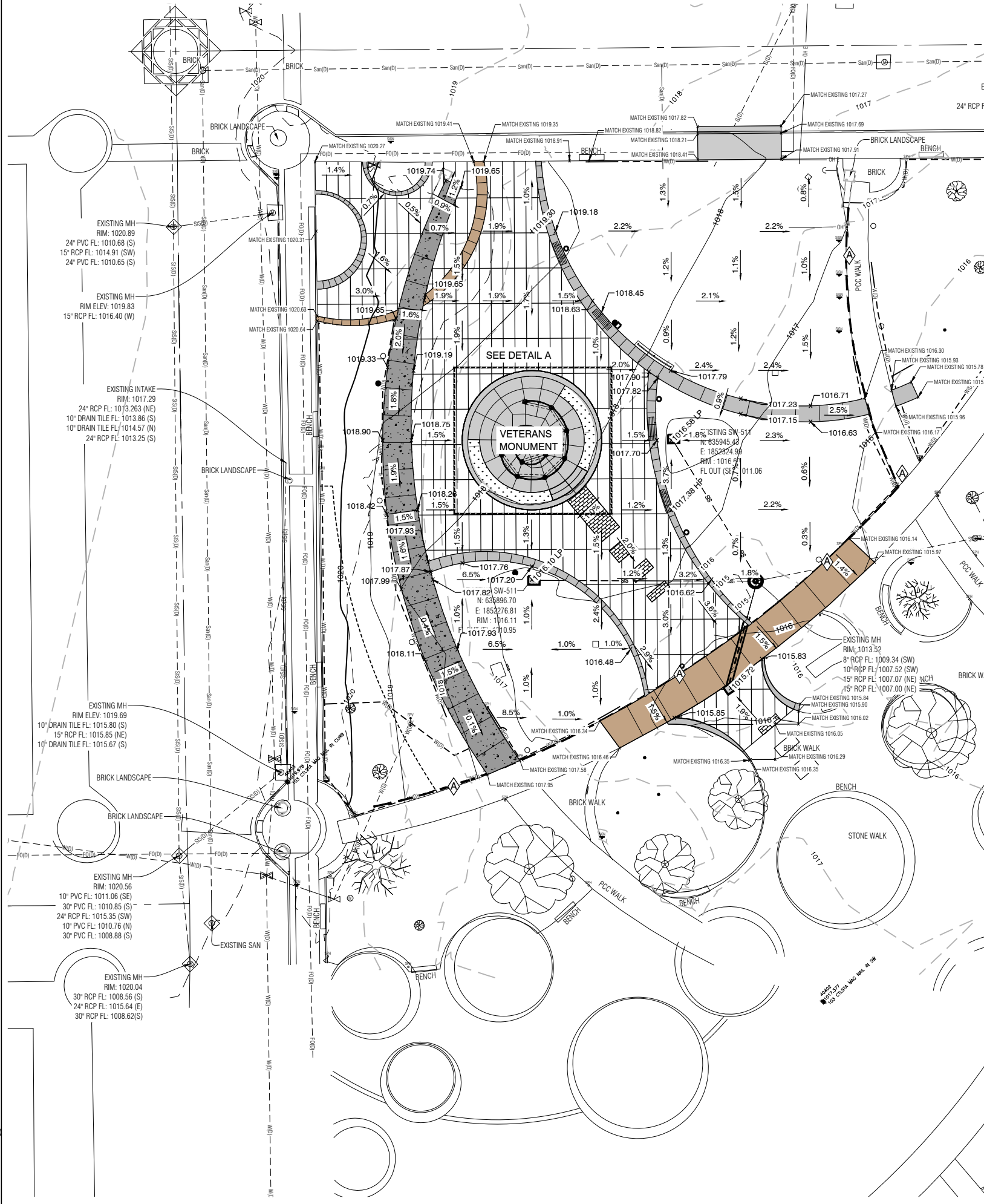
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KMN	LAW

Sheet Title

LAYOUT &
UTILITY PLAN

Category Sheet

C-2.0



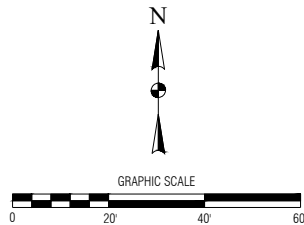
CONSTRUCTION NOTES:

- INSTALL STRAW WATTLE
- VERIFY ELEVATIONS WITH STRUCTURAL ENGINEER PRIOR TO INSTALLING PCC PAVEMENT AND MEMORIAL FOUNDATIONS. BOTTOM OF MONUMENT SHALL BE NO GREATER THAN 4" FROM TOP OF PAVEMENT.

Topsoil Summary:
Strip/Salvage (6"): 585 CY
Respread (6"): 385 CY
Waste: 200 CY
Earthwork Summary:
Cut: 255 CY
Fill + 30%: 455 CY
Borrow: 200 CY

GENERAL GRADING NOTES:

- CONCRETE CONTRACTOR SHALL COORDINATE WITH MONUMENT INSTALLER PRIOR TO BEGINNING WORK. MONUMENT INSTALLER/ FABRICATOR SHALL SEND A TEMPLATE FOR LAYING OUT AND LOCATING STRUCTURAL FOOTINGS TO THE CONCRETE FLATWORK CONTRACTOR TO USE DURING PREPARATION OF CONCRETE WORK.



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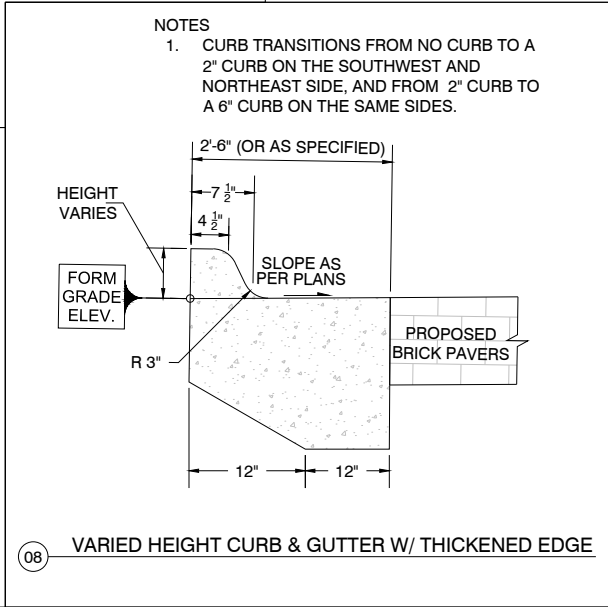
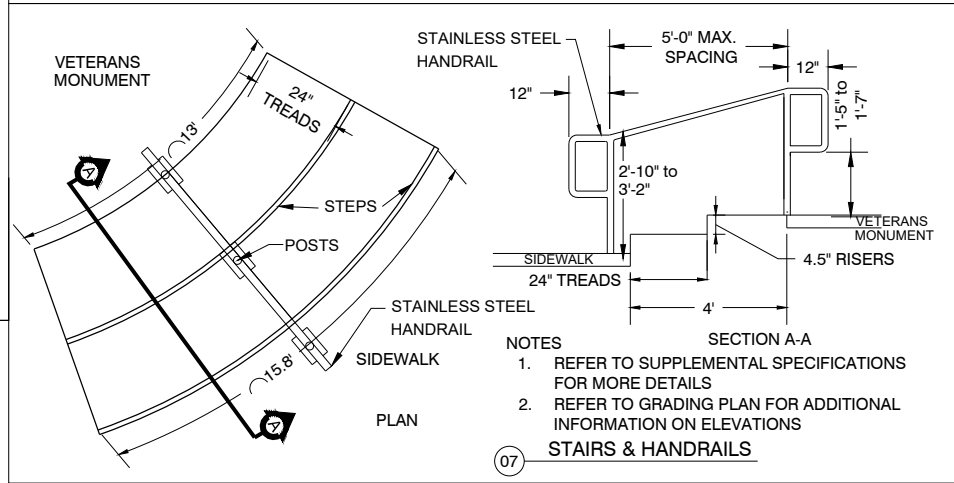
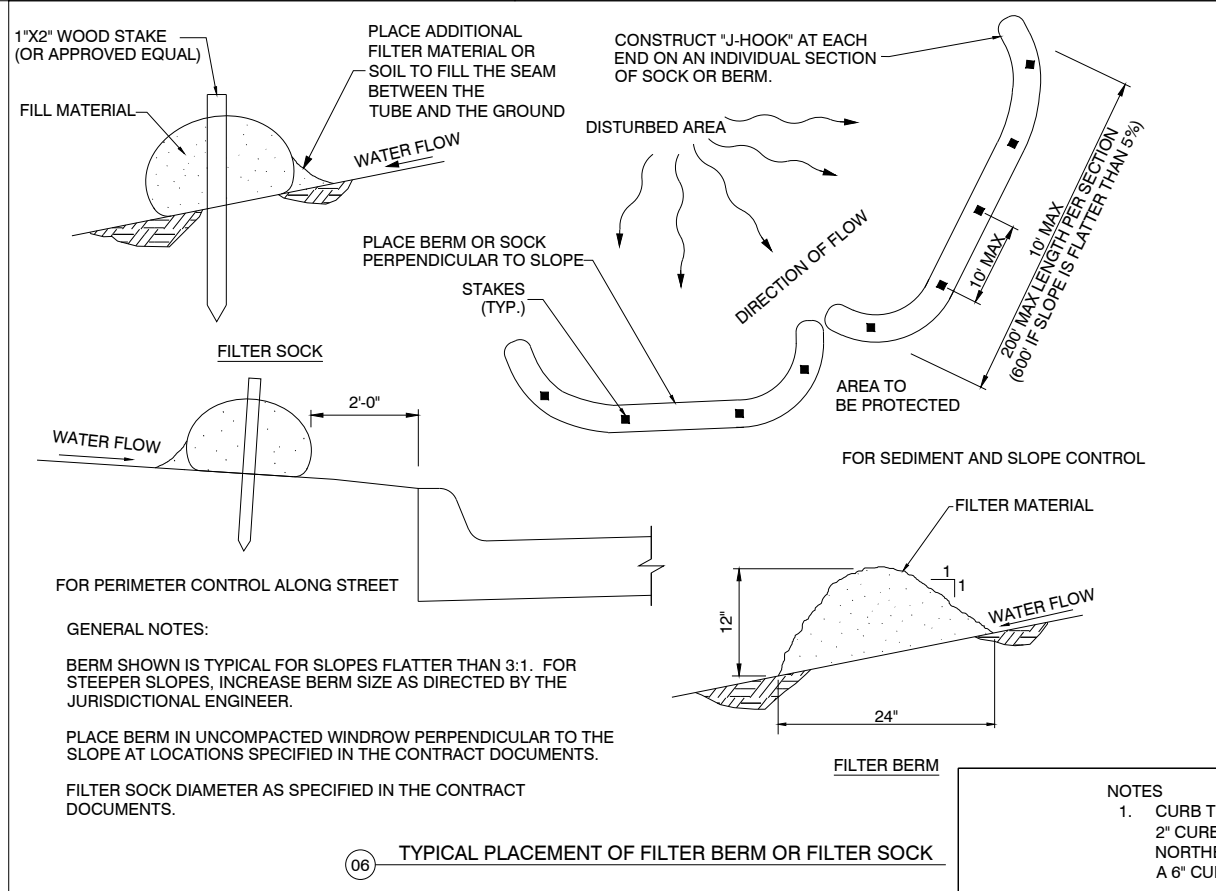
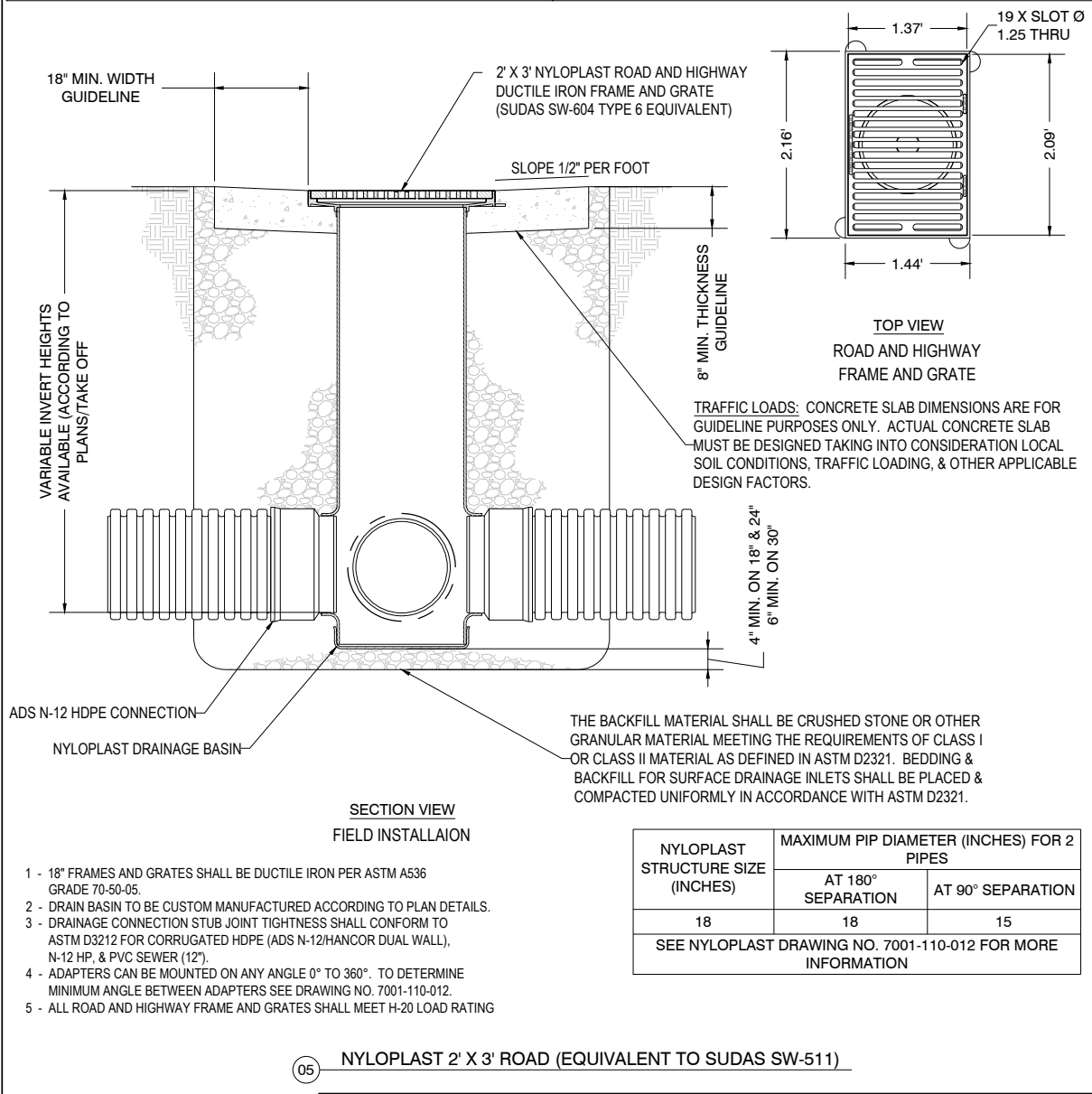
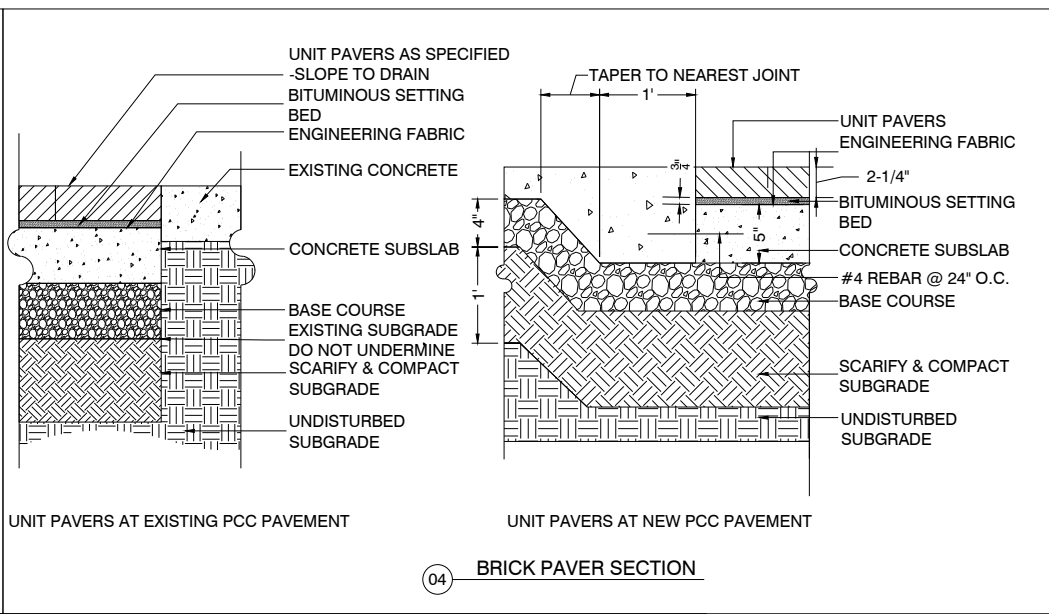
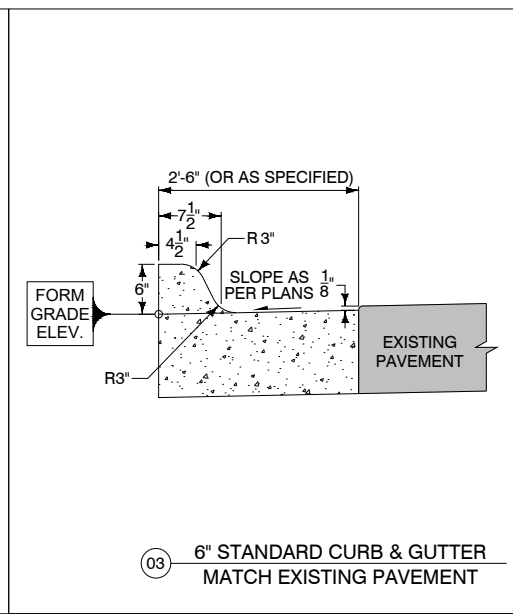
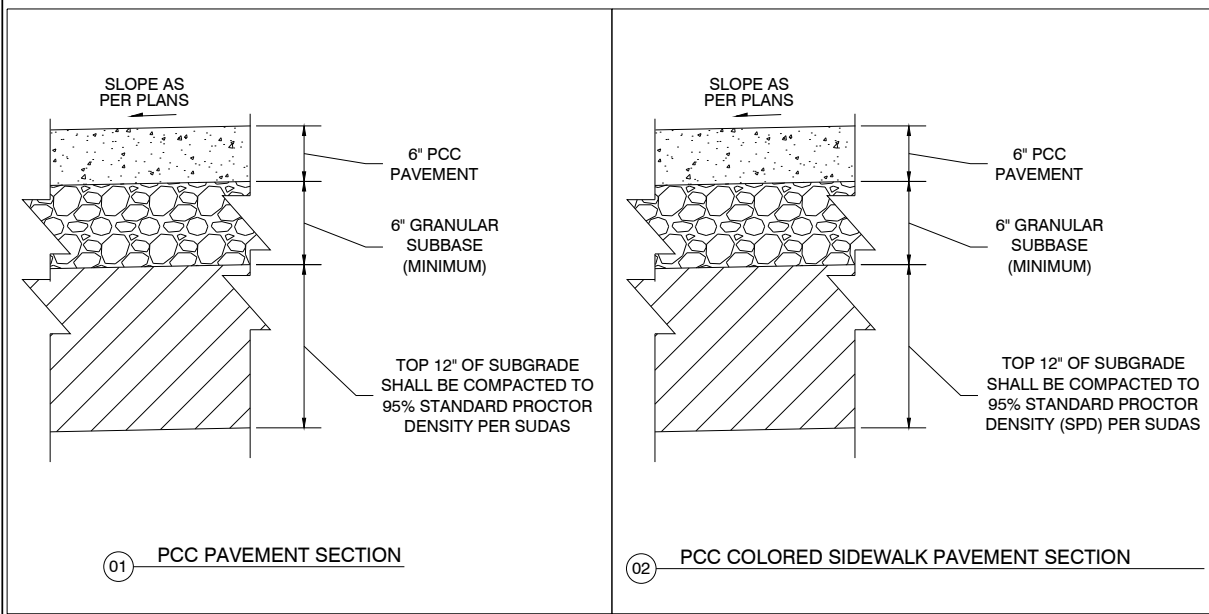
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KMN	LAW

Sheet Title
GRADING PLAN

Category Sheet

C-3.0



VETERANS MEMORIAL MONUMENT

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Revisions		
No.	Date	Description

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Drawn By: KMN	Reviewed By: LAW

Sheet Title TYPICAL DETAILS	
Category	Sheet

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No.	Date	Description

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MGK	MGK

Sheet Title
LANDSCAPE
PLAN

Category Sheet

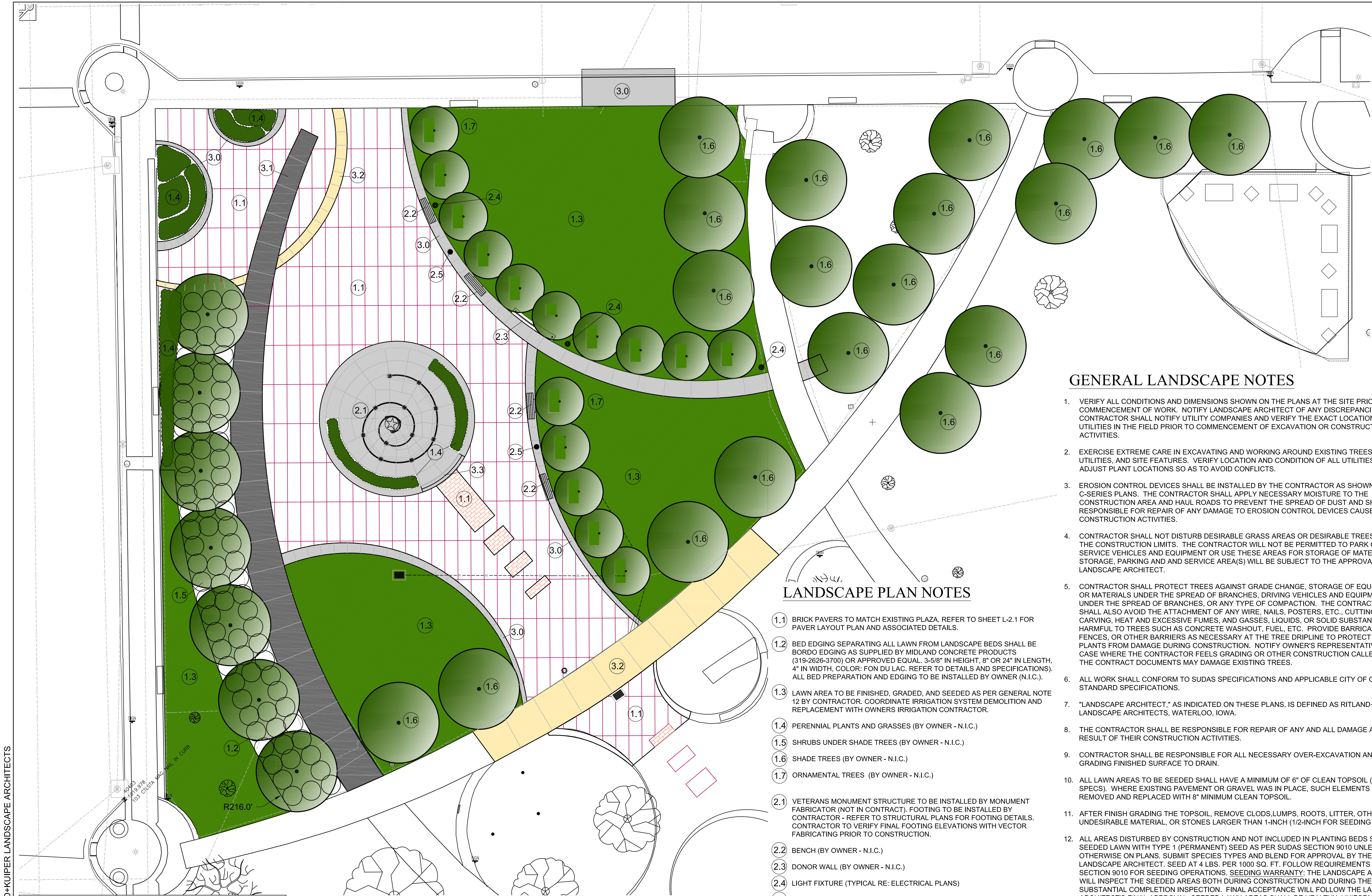
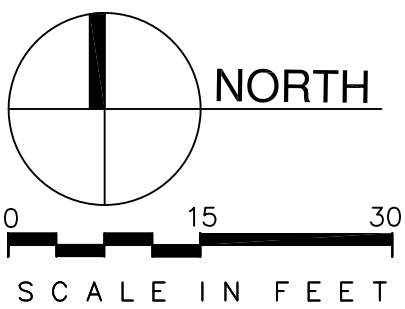
L-1.1

GENERAL LANDSCAPE NOTES

- VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AND VERIFY THE EXACT LOCATION OF ALL UTILITIES IN THE FIELD PRIOR TO COMMENCEMENT OF EXCAVATION OR CONSTRUCTION ACTIVITIES.
- EXERCISE EXTREME CARE IN EXCAVATING AND WORKING AROUND EXISTING TREES, UTILITIES, AND SITE FEATURES. VERIFY LOCATION AND CONDITION OF ALL UTILITIES. FIELD ADJUST PLANT LOCATIONS SO AS TO AVOID CONFLICTS.
- EROSION CONTROL DEVICES SHALL BE INSTALLED BY THE CONTRACTOR AS SHOWN ON THE C-SERIES PLANS. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST AND SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGE TO EROSION CONTROL DEVICES CAUSED BY CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS OR DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND AND SERVICE AREA(S) WILL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL PROTECT TREES AGAINST GRADE CHANGE, STORAGE OF EQUIPMENT OR MATERIALS UNDER THE SPREAD OF BRANCHES, DRIVING VEHICLES AND EQUIPMENT UNDER THE SPREAD OF BRANCHES, OR ANY TYPE OF COMPACTION. THE CONTRACTOR SHALL ALSO AVOID THE ATTACHMENT OF ANY WIRE, NAILS, POSTERS, ETC., CUTTING OR CARVING, HEAT AND EXCESSIVE FUMES, AND GASSES, LIQUIDS, OR SOLID SUBSTANCES HARMFUL TO TREES SUCH AS CONCRETE WASHOUT, FUEL, ETC. PROVIDE BARRICADES, FENCES, OR OTHER BARRIERS AS NECESSARY AT THE TREE DRILINE TO PROTECT EXISTING PLANTS FROM DAMAGE DURING CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVE IN ANY CASE WHERE THE CONTRACTOR FEELS GRADING OR OTHER CONSTRUCTION CALLED FOR BY THE CONTRACT DOCUMENTS MAY DAMAGE EXISTING TREES.
- ALL WORK SHALL CONFORM TO SUDAS SPECIFICATIONS AND APPLICABLE CITY OF GRINNELL STANDARD SPECIFICATIONS.
- "LANDSCAPE ARCHITECT," AS INDICATED ON THESE PLANS, IS DEFINED AS RITLAND+KUIPER LANDSCAPE ARCHITECTS, WATERLOO, IOWA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ANY AND ALL DAMAGE AS A RESULT OF THEIR CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY OVER-EXCAVATION AND GRADING FINISHED SURFACE TO DRAIN.
- ALL LAWN AREAS TO BE SEEDED SHALL HAVE A MINIMUM OF 6" OF CLEAN TOPSOIL (RE: SPECS). WHERE EXISTING PAVEMENT OR GRAVEL WAS IN PLACE, SUCH ELEMENTS SHALL BE REMOVED AND REPLACED WITH 8" MINIMUM CLEAN TOPSOIL.
- AFTER FINISH GRADING THE TOPSOIL, REMOVE CLODS,LUMPS, ROOTS, LITTER, OTHER UNDESIRABLE MATERIAL, OR STONES LARGER THAN 1-INCH (1/2-INCH FOR SEEDING AREAS).
- ALL AREAS DISTURBED BY CONSTRUCTION AND NOT INCLUDED IN PLANTING BEDS SHALL BE SEEDED LAWN WITH TYPE 1 (PERMANENT) SEED AS PER SUDAS SECTION 9010 UNLESS NOTED OTHERWISE ON PLANS. SUBMIT SPECIES TYPES AND BLEND FOR APPROVAL BY THE LANDSCAPE ARCHITECT. SEED AT 4 LBS. PER 1000 SQ. FT. FOLLOW REQUIREMENTS OF SUDAS SECTION 9010 FOR SEEDING OPERATIONS. SEEDING WARRANTY: THE LANDSCAPE ARCHITECT WILL INSPECT THE SEEDED AREAS BOTH DURING CONSTRUCTION AND DURING THE SUBSTANTIAL COMPLETION INSPECTION. FINAL ACCEPTANCE WILL FOLLOW THE LANDSCAPE ARCHITECT'S FINAL APPROVAL. SEEDED LAWN AREAS SHALL BE HEALTHY, UNIFORM AND A CLOSE STAND OF GRASS SHALL BE ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES. IN ANY 10 SQUARE FOOT AREA WITHIN THE SEEDED LAWN, COVERAGE SHALL EXCEED 95%. SCATTERED BARE SPOTS SHALL NOT EXCEED AN AREA 4 INCHES BY 4 INCHES. SEEDED LAWN AREAS WHICH DO NOT MEET THE REQUIREMENTS OF ACCEPTANCE AT THE TIME OF INSPECTION SHALL BE RESEEDED AND MAINTAINED AS OFTEN AS REQUIRED, UNTIL ACCEPTED, AT NO ADDITIONAL COST TO OWNER.
- ALL LAWN AREAS SHALL BE MAINTAINED, MOWED, WEED FREE, AND WATERED BY THE CONTRACTOR THROUGH SUBSTANTIAL COMPLETION.

LANDSCAPE PLAN NOTES

- BRICK PAVERS TO MATCH EXISTING PLAZA. REFER TO SHEET L-2.1 FOR PAVER LAYOUT PLAN AND ASSOCIATED DETAILS.
- BED EDGING SEPARATING ALL LAWN FROM LANDSCAPE BEDS SHALL BE BORDO EDGING AS SUPPLIED BY MIDLAND CONCRETE PRODUCTS (319-2626-3700) OR APPROVED EQUAL. 3-5/8" IN HEIGHT, 8" OR 24" IN LENGTH, 4" IN WIDTH, COLOR: FON DU LAC. REFER TO DETAILS AND SPECIFICATIONS). ALL BED PREPARATION AND EDGING TO BE INSTALLED BY OWNER (N.I.C.).
- LAWN AREA TO BE FINISHED, GRADED, AND SEEDED AS PER GENERAL NOTE 12 BY CONTRACTOR. COORDINATE IRRIGATION SYSTEM DEMOLITION AND REPLACEMENT WITH OWNERS IRRIGATION CONTRACTOR.
- PERENNIAL PLANTS AND GRASSES (BY OWNER - N.I.C.)
- SHRUBS UNDER SHADE TREES (BY OWNER - N.I.C.)
- SHADE TREES (BY OWNER - N.I.C.)
- ORNAMENTAL TREES (BY OWNER - N.I.C.)
- VETERANS MONUMENT STRUCTURE TO BE INSTALLED BY MONUMENT FABRICATOR (NOT IN CONTRACT). FOOTING TO BE INSTALLED BY CONTRACTOR - REFER TO STRUCTURAL PLANS FOR FOOTING DETAILS. CONTRACTOR TO VERIFY FINAL FOOTING ELEVATIONS WITH VECTOR FABRICATING PRIOR TO CONSTRUCTION.
- BENCH (BY OWNER - N.I.C.)
- DONOR WALL (BY OWNER - N.I.C.)
- LIGHT FIXTURE (TYPICAL RE: ELECTRICAL PLANS)
- LITTER RECEPTACLE (BY OWNER - N.I.C.)
- STANDARD PCC CONCRETE PAVEMENT (RE: C-SERIES PLANS)
- DARK GRAY COLORED CONCRETE (RE: C-SERIES PLANS)
- TAN COLORED CONCRETE (RE: C-SERIES PLANS)
- STEPS WITH HANDRAIL (RE: C-SERIES PLANS)



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I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Mark G. Kuiper
Mark G. Kuiper, ASLA, LEED AP
License Number 00413
July 15, 2025
Date
My license renewal date is June 30, 2027.
Pages or sheets covered by this seal:
ALL L-SERIES DRAWINGS

VETERANS
MEMORIAL
MONUMENT

Central Park
Grinnell, Iowa

GENERAL NOTES

1. SURVEY INFORMATION WAS PROVIDED BY CLAPSADDLE-GARBER ASSOCIATES (2024). VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
2. REFER TO C-SERIES PLAN SHEETS FOR CONCRETE PAVING LAYOUT AND DETAILS AND FINISH GRADE ELEVATIONS FOR ALL PAVED AREAS.
3. ALL LAYOUT DIMENSIONS SHOWN ARE FROM FRONT FACE OF CONCRETE CURB AS DETAILED ON C-SERIES PLAN SHEETS.
4. ALL CLAY BRICK PAVERS SHALL BE WHITACRE GREER STANDARD CLAY BRICK PAVERS (BEVEL WITH SPACING LUGS) AS SUPPLIED BY GLEN-GERY (515-224-4110) OR APPROVED EQUAL. PAVERS SHALL EXACTLY MATCH EXISTING PAVERS IN PLAZA. TYPE 1 PAVERS SHALL BE 4" X 8" X 2-1/4" AND TYPE 2 PAVERS WILL BE 8" X 8" X 2-1/4" AS PER SPECIFICATIONS.

PLAN NOTES

- 1 COLOR 1: TYPE 1 PAVERS #34 MULBERRY (FRAME/BAND PAVERS)
- 2 COLOR 2: TYPE 1 PAVERS #41 CARIBBEAN
- 3 COLOR 3: TYPE 1 PAVERS #42 CINNAMON
- 4 COLOR 4: TYPE 1 PAVERS #50 IVORY
- 5 COLOR 5: TYPE 1 PAVERS #52 MAJESTIC
- 6 COLOR 6: TYPE 1 PAVERS #53 CIMMEREAN
- 7 COLOR 7: TYPE 1 PAVERS #56 DESERT GRAY
- 8 COLOR 8: TYPE 2 RED MIXTURE 8" X 8" X 2-1/4" PAVERS WITH COLORS TO MATCH EXISTING DIAGONAL CROSSWALK - SUBMIT SAMPLES FOR APPROVAL

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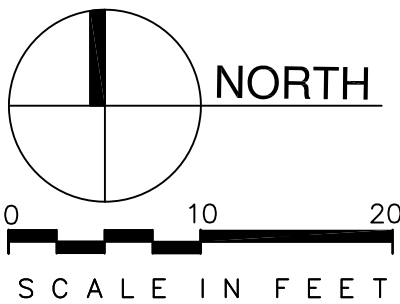
Revisions		
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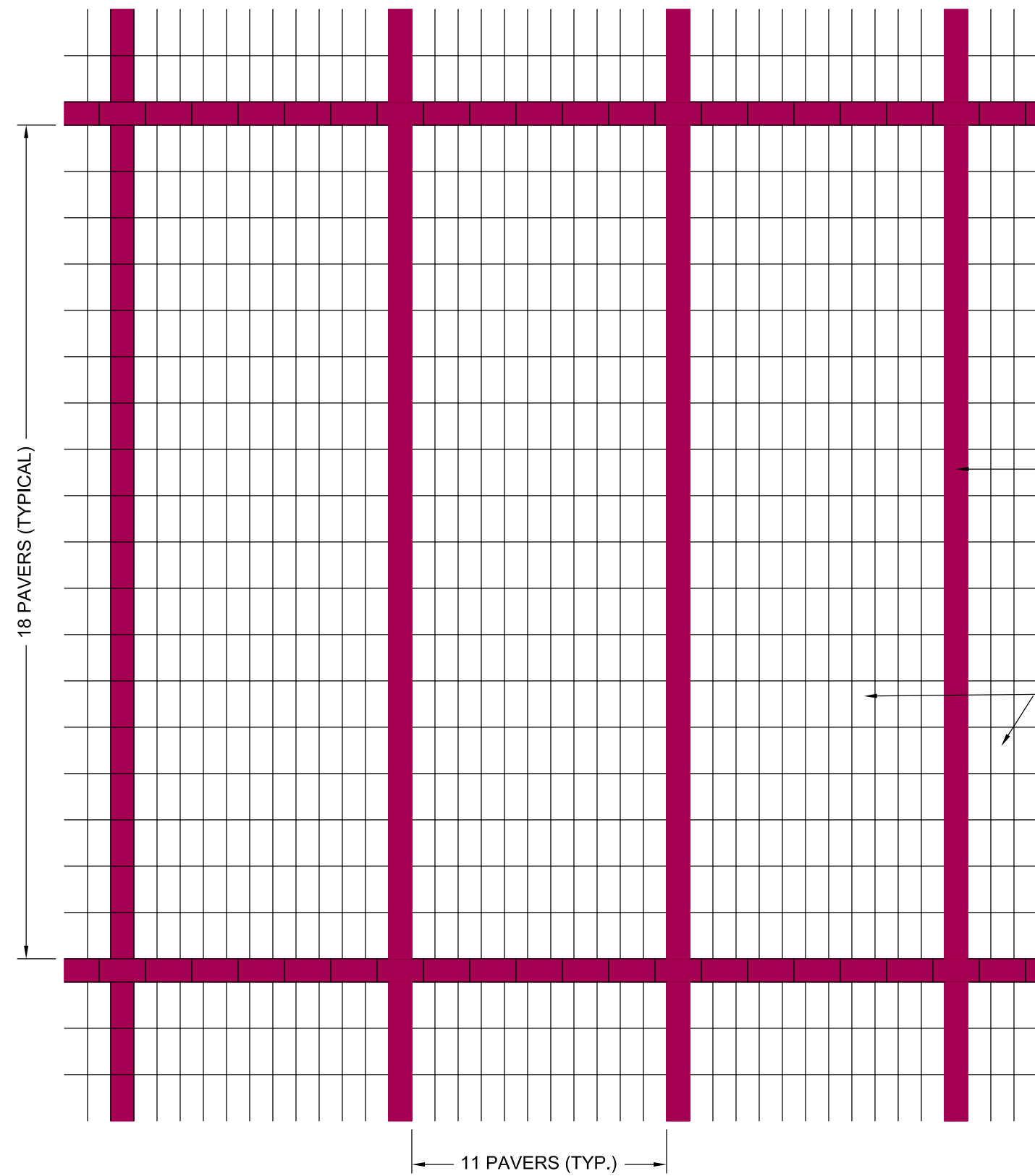
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Drawn By : MGK	Reviewed By : MGK

Sheet Title
PAVER LAYOUT
PLAN

Category Sheet

L-2.1



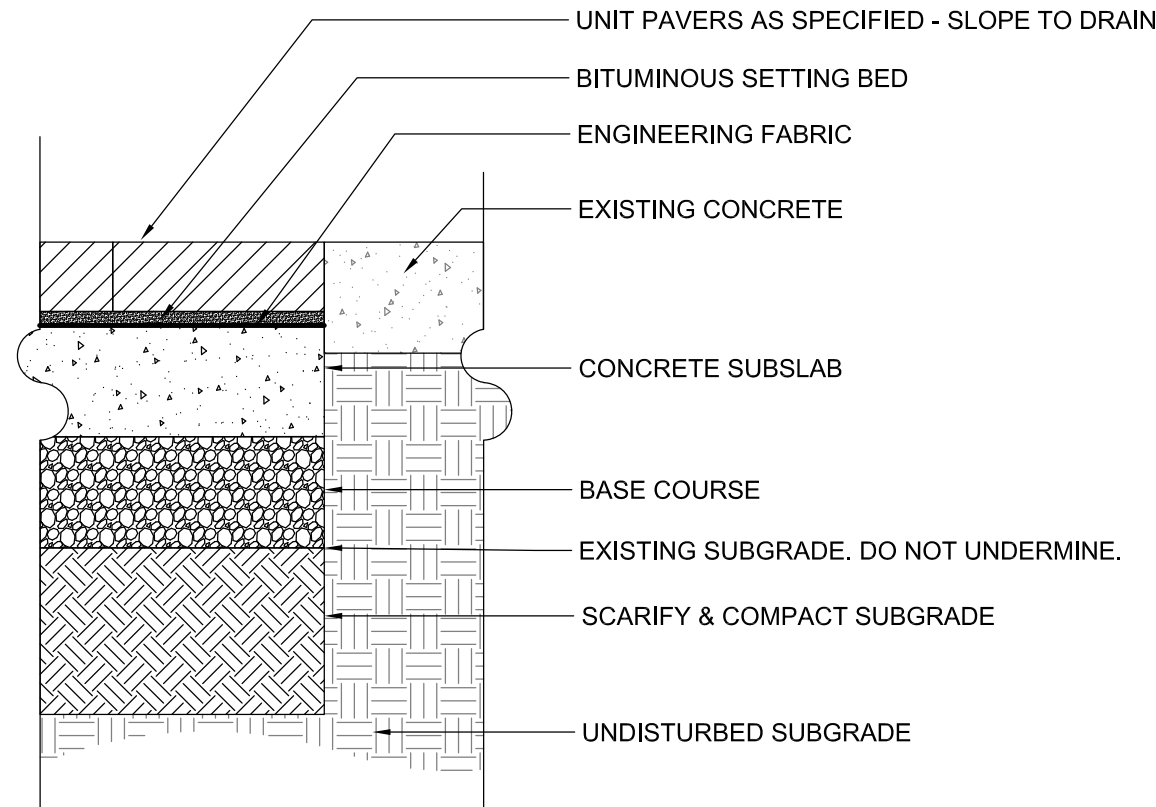


1 TYPICAL PLAZA PAVER LAYOUT PLAN
SCALE: 1/2" = 1'-0" AT 22X34 SHEET SIZE

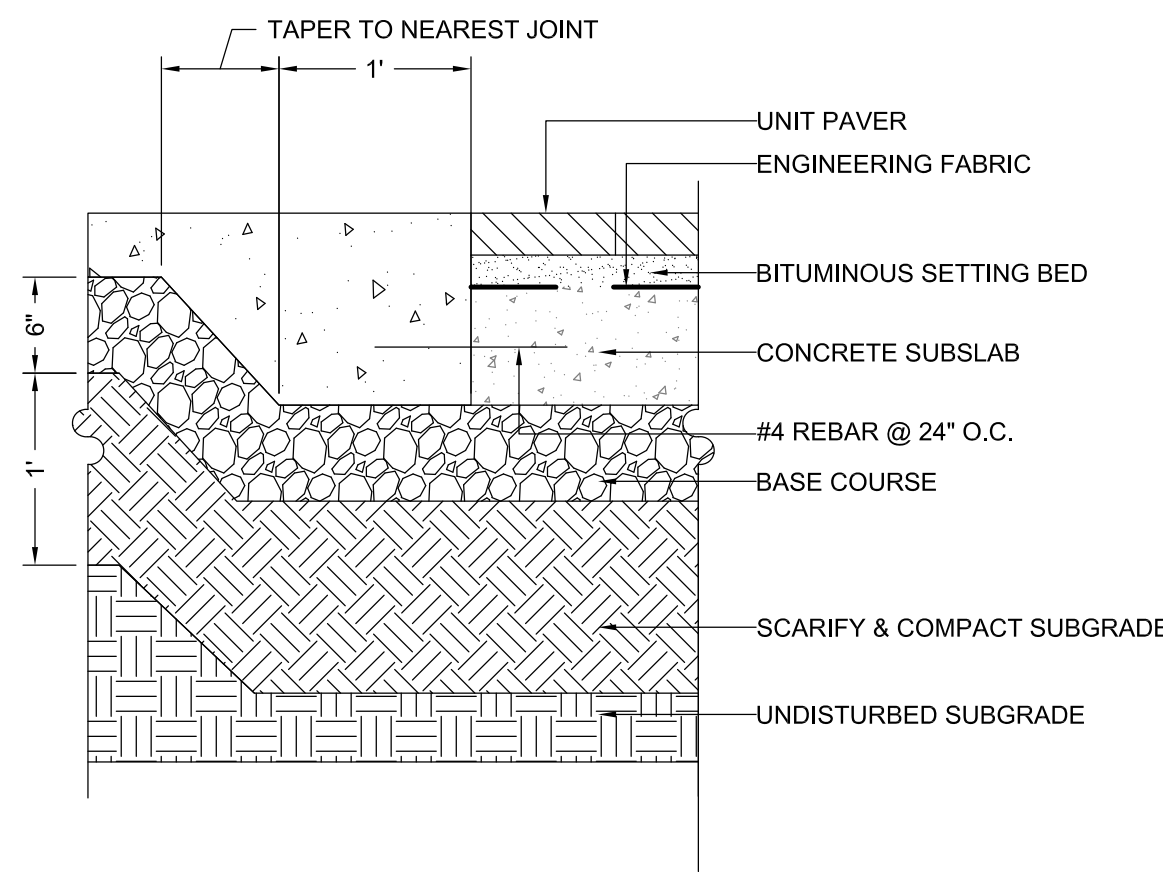
NOTE:
THERE SHOULD NO CUTTING OF
PAVERS WITHIN THE LARGE FIELD OF
PAVERS. THE ONLY CUTS THAT WILL
BE ALLOWED ARE ALONG THE
PERIMETER OF THE PAVERS SPACES
WHERE THE PAVERS MEET CONCRETE
OR WHERE THERE ARE FEATURES
WITHIN THE PLAZA THAT REQUIRE
TRIMMING TO FIT.

FRAMING BANDS IN PLAZA
TO BE COLOR 1 AS PER PLAN.
INSTALL WITH RUNNING BOND
PATTERN AS SHOWN

PROVIDE BRICK FIELD PAVERS WITH
COLORS AS PER NOTES ON SHEET
L-2.1. INSTALL WITH STACKED BOND
PATTERN AS SHOWN



2 TYP. SECT: UNIT PAVERS @ EXISTING PCC
NOT TO SCALE



3 TYP. SECT: UNIT PAVERS @ NEW PCC
NOT TO SCALE

VETERANS MEMORIAL MONUMENT

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Monument Design and Fabrication:
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Revisions		
No.	Date	Description

Issue Date : 07/15/25	Designed By : MGK
Drawn By : MGK	Reviewed By : MGK

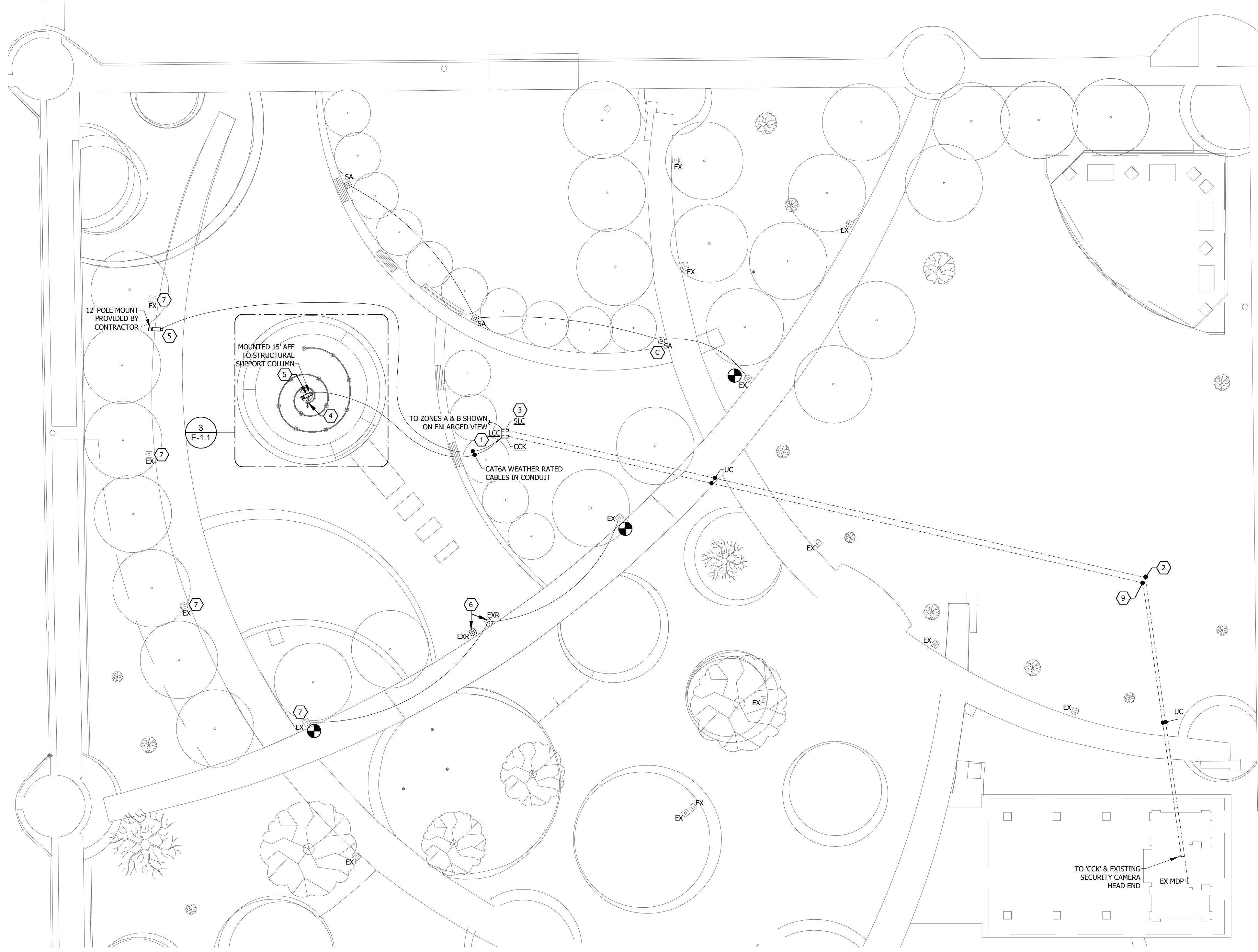
Sheet Title
PAVER DETAILS

Category Sheet

L-2.2



1 ELECTRICAL SITE PLAN
1" = 20'-0"



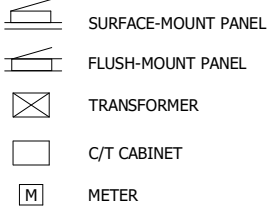
LIGHTING CONTROL - SEQUENCE OF OPERATION

TAG	ACTIVATION	DESCRIPTION	SCHEDULE
A	ASTRONOMICAL TIMECLOCK SCHEDULING W/ PHOTOCELL OVERRIDE. MANUALLY SET DIMMING LEVELS.	ON/OFF VIA ASTRONOMICAL TIMECLOCK SCHEDULE. EXTERIOR PHOTOCELL OVERRIDE (SECONDARY COMMAND). DIGITAL 0-10V PUSH BUTTON DIMMING SWITCH(ES) TO SET THE DIM LEVELS OF TYPE 'LA' AND 'SB' LIGHTS. DIM LEVELS OF 'LA' AND 'SB' LIGHTS SHALL BE SEPARATELY CONTROLLED. LOCATE DIMMING SWITCH(ES) IN 'LCC' CONTROL CABINET.	ON - 30 MINS BEFORE SUNSET OFF - 1 HOUR AFTER SUNRISE PHOTOCELL OVERRIDE - 1.25 HR AFTER SUNRISE - 29 MINS BEFORE SUNSET
B	ASTRONOMICAL TIMECLOCK SCHEDULING W/ PHOTOCELL OVERRIDE.	ON/OFF VIA ASTRONOMICAL TIMECLOCK SCHEDULE. EXTERIOR PHOTOCELL OVERRIDE (SECONDARY COMMAND).	ON - 30 MINS BEFORE SUNSET OFF - 1 HOUR AFTER SUNRISE PHOTOCELL OVERRIDE - 1.25 HR AFTER SUNRISE - 29 MINS BEFORE SUNSET
C	EXISTING CONTROLS	TIE NEW LIGHTING INTO EXISTING CONTROLS.	N/A

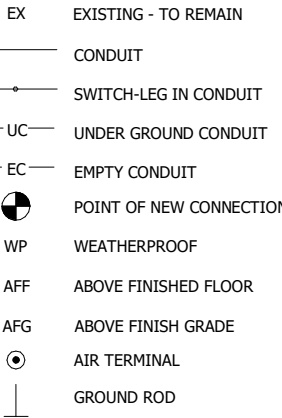
ELECTRICAL SYMBOLS LIST

NOTE: NOT ALL SYMBOLS SHOWN MAY BE REQUIRED FOR THIS PROJECT

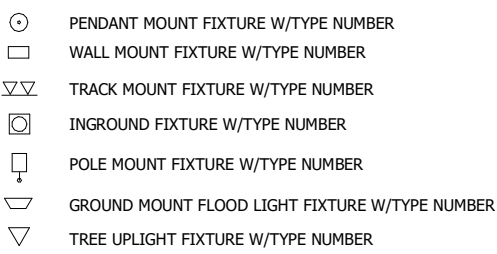
DISTRIBUTION



MISCELLANEOUS



LUMINAIRES



ACCESS CONTROL

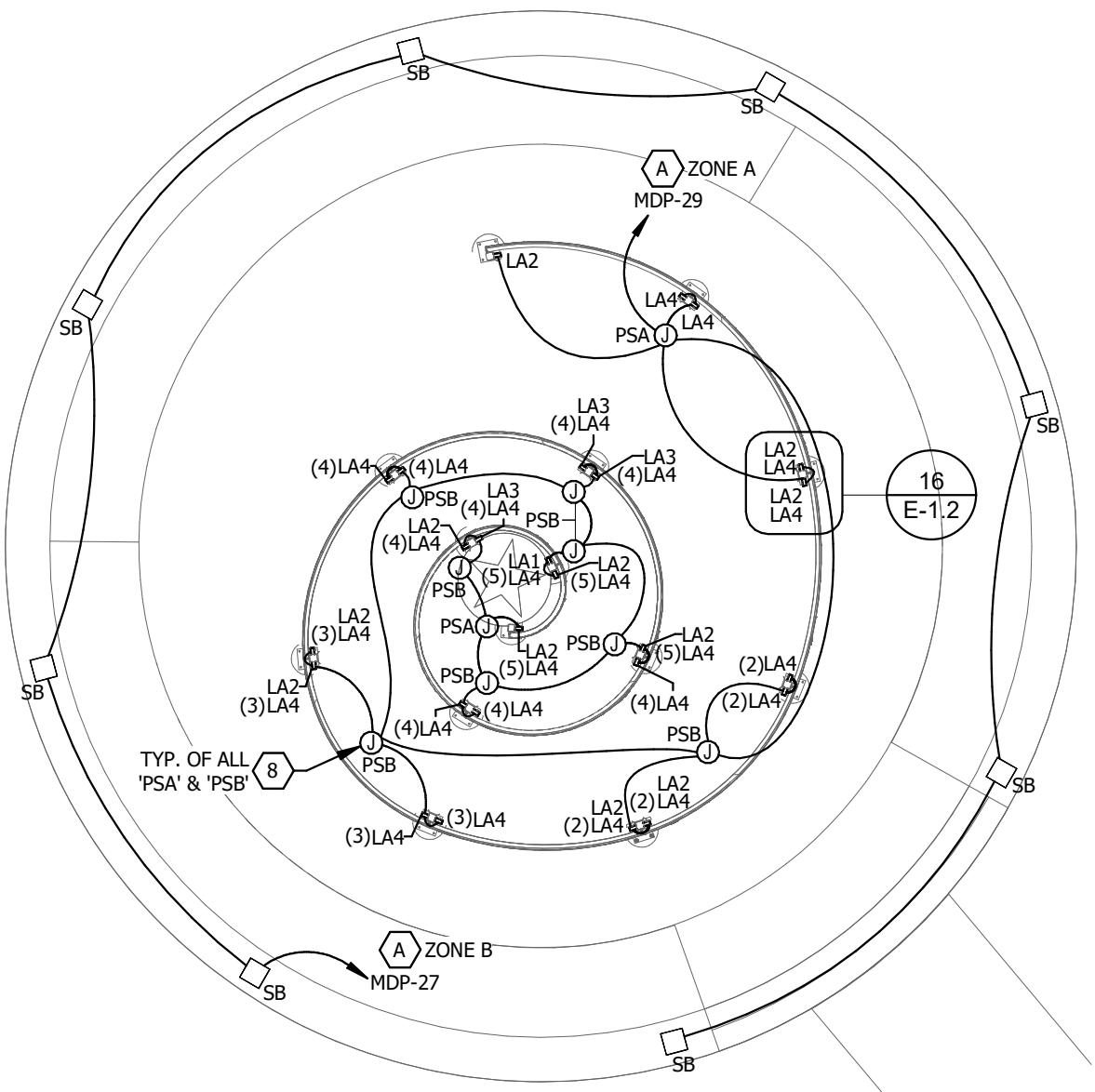


GENERAL NOTES:

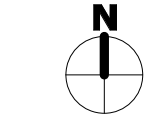
- UTILITIES SHOWN ARE INDICATED SCHEMATICALLY. CONTRACTORS SHALL VERIFY ALL DEPTHS AND ALL LOCATIONS/ DIMENSIONS PRIOR TO EXCAVATING. ALL UTILITIES MAY NOT BE SHOWN.
- REFER TO C-SERIES AND L-SERIES DRAWINGS FOR ADDITIONAL INFORMATION ON EXISTING AND NEW SITE CONDITIONS.
- ALL UNDERGROUND UTILITIES, PIPING, ETC. SHALL BE LOCATED EXACTLY BEFORE DIGGING.
- ANY BACKFILL SHALL BE TAMPED AND COMPACTED TO PREVENT FUTURE SETTling. ALL EXCESS DIRT SHALL BE CLEARED FROM THE AREA AND DISPOSED OF.
- MECHANICAL AND ELECTRICAL CONTRACTORS SHALL REPAIR ALL DISTURBED SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, STREETS, GRASS, AND CONCRETE. REPLACED SURFACES SHALL MATCH EXISTING.
- INVERT ELEVATIONS ARE FOR REFERENCE ONLY. CONTRACTOR TO CALCULATE REQUIRED INVERTS.
- COORDINATE ALL EXTERIOR SITE LIGHTING FIXTURES WITH DESIGN TEAM PRIOR TO INSTALLATION.
- VERIFY EXACT LOCATIONS OF UTILITY CONNECTIONS, PRIOR TO START OF WORK.

REFERENCED NOTES: #

- LIGHTING CONTROL CABINET 'LCC' SHALL BE EQUAL TO DDB UNLIMITED WIDE OD SERIES: OD-60DDC-NEMA 3R.
- APPROXIMATE LOCATION OF DIRECTIONAL BORES FOR BRANCH CIRCUITS FROM EXISTING 'MDP' TO LIGHTING POWER SUPPLIES. PROVIDE IN-GRADE HAND HOLE PULLBOX AT JUNCTION POINT AS REQUIRED.
- REFER TO LIGHTING SEQUENCE OF OPERATIONS FOR DESCRIPTION OF SCULPTURE LIGHTING CONTROL 'SLC' DEVICES TO BE LOCATED WITHIN CONTROL CABINET.
- PROVIDE LIGHTNING PROTECTION SYSTEM FOR SCULPTURE. PROVIDE (1) AIR TERMINAL MOUNTED TO TOP OF CENTER SCULPTURE SUPPORT COLUMN AND ROUTE GROUNDING WIRE DOWN THE SUPPORT TO A NEW GROUNDING FIELD BELOW. BOND LIGHTNING PROTECTION SYSTEM TO SCULPTURE AND ASSOCIATED LIGHT FIXTURES AS REQUIRED. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND INFORMATION.
- PROVIDE (1) 360 DEGREE CAMERA MATCHING EXISTING SECURITY CAMERA SYSTEM MANUFACTURER. EXTEND DATA CABLE TO EXISTING SECURITY SYSTEM HEAD END IN EXISTING RESTROOM BUILDING AS SHOWN.
- RELOCATE EXISTING LIGHT POLE. REMOVE OLD BASE AND PROVIDE NEW BASE AS PER DETAIL. PROVIDE NEW UNDERGROUND CONDUITS AND WIRE FROM EXISTING LIGHT POLES TO MAINTAIN LIGHTING CIRCUIT.
- REMOVE AND REINSTALL EXISTING LIGHT POLE IN SAME LOCATION TO ACCOMMODATE GRADING CHANGE. REMOVE OLD BASE AND PROVIDE NEW AS PER DETAIL. MODIFY AND EXTEND EXISTING UNDERGROUND CONDUITS INTO NEW BASE AS REQUIRED. REMOVE EXISTING WIRES AND PULL IN NEW AS REQUIRED TO REACH NEW POLE BASE ELEVATION.
- PROVIDE IN-GRADE HANDHOLE TO HOUSE LIGHTING POWER SUPPLY. SEAL HANDHOLE PENETRATIONS FOR WATER TIGHTNESS.
- BLOWN FIBER RUN IN INNERDUCT CONDUIT ROUTED FROM EXISTING SECURITY CAMERA HEAD END TO 'LCC'. PROVIDE FIBER-TO-COPPER CONVERSION KITS 'CCK' AT HEAD END AND 'LCC' AS REQUIRED FOR COPPER DISTRIBUTION TO NEW CAMERAS. UTILIZE LOCAL 120V BRANCH CIRCUITS FOR CONVERSION KIT POWER.



3 ENLARGED SCULPTURE LIGHTING PLAN
1/8" = 1'-0"

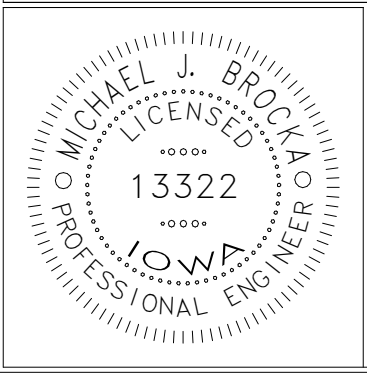


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LIGHTING DESIGNER
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I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. My license renewal date is December 31, 2026.



Michael J. Brocka
Michael J. Brocka
7/15/25
Date

Pages or sheets covered by this seal:
Specification Div.: 26
Drawings: E-1.1, E-1.2

VETERANS MEMORIAL MONUMENT

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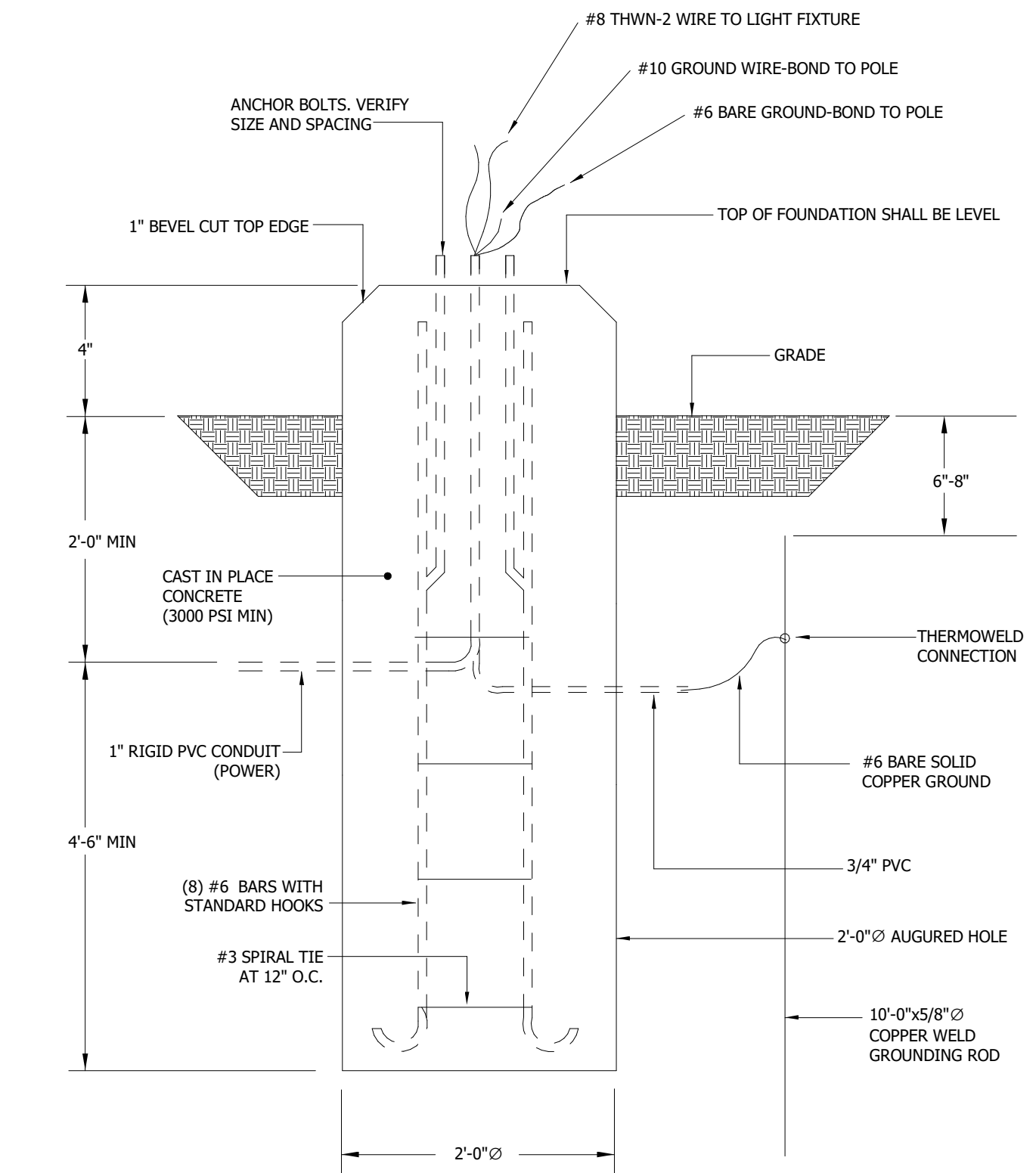
Revisions	No.	Date	Description

Issue Date:	Designed By:
07/15/2025	
Drawn By:	Reviewed By:

Sheet Title
**ELECTRICAL
SYMBOLS AND
SITE PLAN**

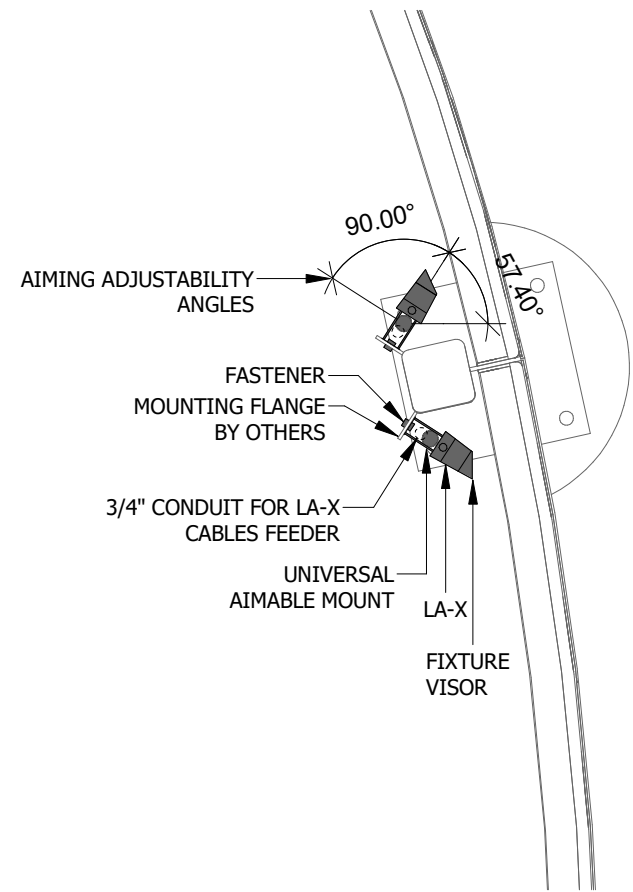
Category Sheet

E-1.1



1 TYPICAL SITE LIGHT POLE FOUNDATION MOUNTING DETAIL
No Scale

- GENERAL NOTES:**
- A. COORDINATE FINAL MOUNTING REQUIREMENTS WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS PRIOR TO INSTALLATION.
 - B. MIN. DIMENSIONS APPLY TO LOWEST GROUND LINE.
 - C. MAKE NO WIRE CONNECTIONS OUTSIDE OF POLE WITH EXCEPTION OF THE BARE GROUND.
 - D. TOP OF FOUNDATION SHALL BE TROWELLED SMOOTH AND LEVEL.
 - E. REFER TO SITE PLAN FOR ADDITIONAL CIRCUIT INFORMATION.



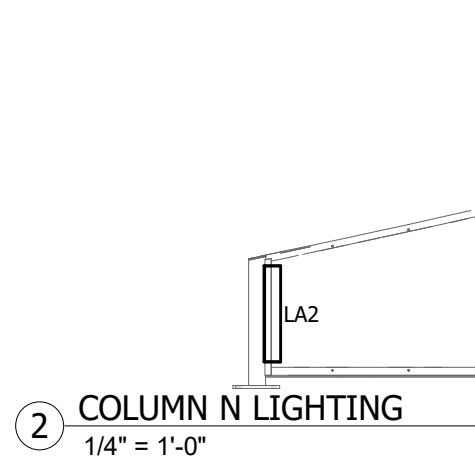
16 TYPICAL LA-X FIXTURE MOUNTING DETAIL
No Scale

LIGHTING FIXTURE SCHEDULE										
TYPE	BOD MANUFACTURER	MODEL NUMBER	DESCRIPTION	LAMP/CCT/CRI	CONTROL	DELIVERED LUMENS	WATTS	VOLTS	EQUALS	
LA-X	LUMENPULSE	LOGN-4W-48V-LENGTH-30K-90-WW-FR-UMASN-SI-UCTL-CRC-UL-LOGNVS	EXTERIOR MICRO LINEAR WITH 180 DEGREE ADJUSTABLE MOUNT, WALL WASH OPTIC, FROSTED GLASS LENS, AND VISOR. IP66 AND IK08 RATED. SILVER SANDTEX FINISH TO BE VERIFIED DURING SUBMITTALS.	LED/3000K/90	0-10V	442 Lum/ft.	4 W/ft.	120	NONE	
SA	ARCHITECTURAL AREA LIGHTING	PKWM-STR-Y2VC-32LED3K8-525-DBX-PSA-BU	PEDESTRIAN PATHWAY LIGHT TO MATCH EXISTING. 14'-0" POLE.	LED/3000K/80	NON-DIM	4,740	56.5	120	NONE	
SB	LUMENPULSE	LQM-120-30K-FL-SM-SI-DIM-CRC-UL-XX	9' X 7" RECTANGULAR AIMABLE FLOOD LIGHT WITH STATIC WHITE OUTPUT, IP66 RATING, AND IK10 HOUSING. SURFACE MOUNTED TO TOP OF 4" CONCRETE BASE. FIELD VERIFY REQUIRED CABLE LENGTH PRIOR TO ORDERING. SILVER SANDTEX FINISH TO BE VERIFIED DURING SUBMITTALS.	LED/3000K/90	0-10V	2,252	28	120	NONE	

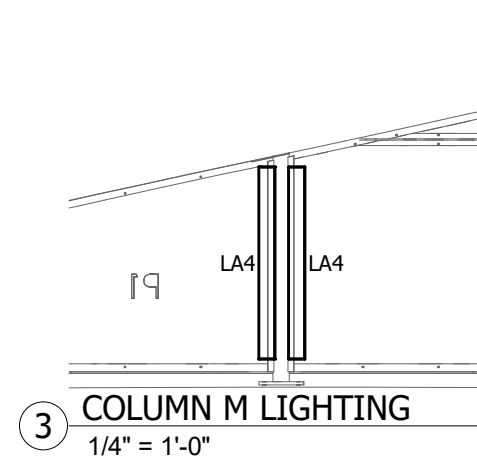
- NOTES:**
- PROVIDE ALL PARTS AND PIECES FOR A COMPLETE AND FULLY FUNCTIONAL LIGHTING SYSTEM.
 - CONTRACTOR SHALL INSTALL ALL FIXTURES PER MANUFACTURER RECOMMENDATIONS IN LOCATIONS SHOWN ON DRAWING AND NOTIFY DESIGN TEAM IF THIS IS NOT POSSIBLE PRIOR TO ROUGH-IN.
 - COORDINATE ALL DRIVERS WITH CONTROLS TO INSURE FULL COMPATIBILITY.
- LIGHT FIXTURE SCHEDULE BY: KYLE FIALA

POWER SUPPLY SCHEDULE						
TYPE	MANUFACTURER	MODEL	WATTS	VOLTAGE	CONTROL	RATING
PSA	LUMENWERX	LCBX	120	UNV	0-10V	IP66
PSB	LUMENWERX	LCBX	200	UNV	0-10V	IP66

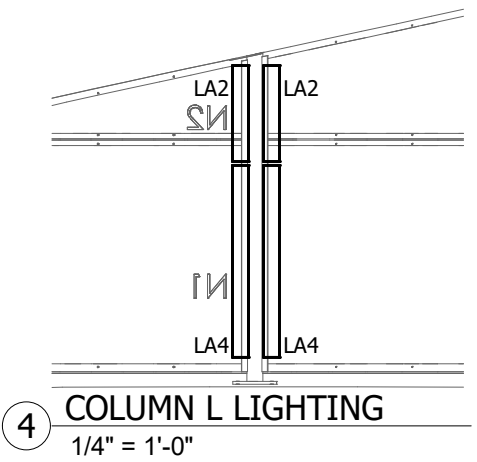
- NOTES:**
- VERIFY RATINGS AND QUANTITIES PRIOR TO ORDERING.



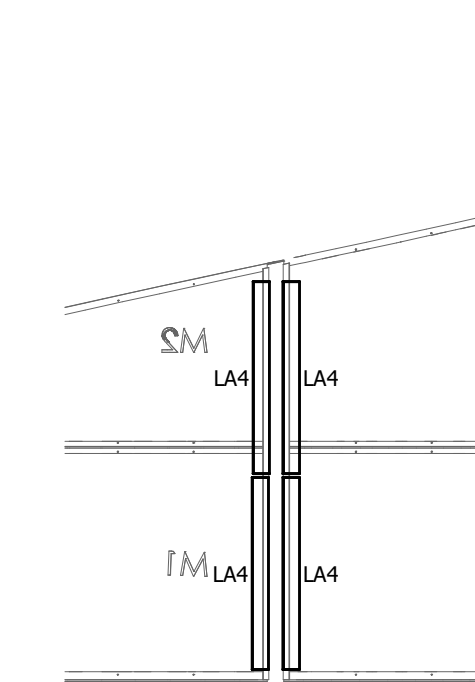
2 COLUMN N LIGHTING
1/4" = 1'-0"



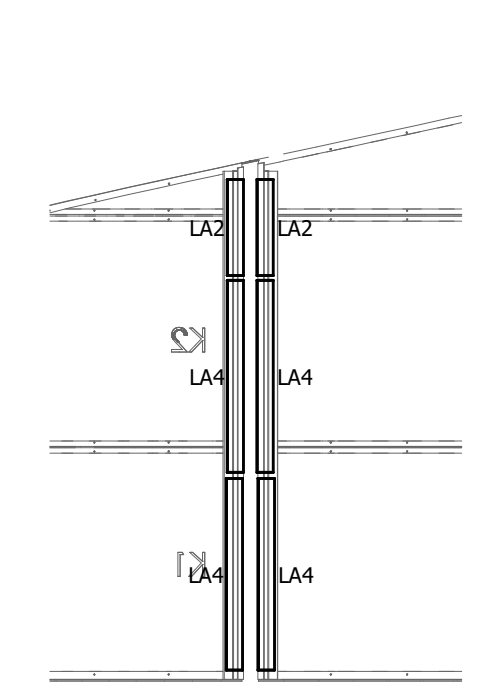
3 COLUMN M LIGHTING
1/4" = 1'-0"



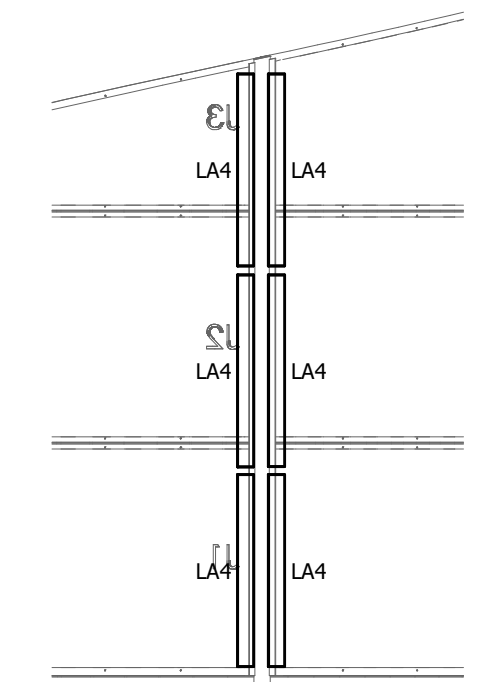
4 COLUMN L LIGHTING
1/4" = 1'-0"



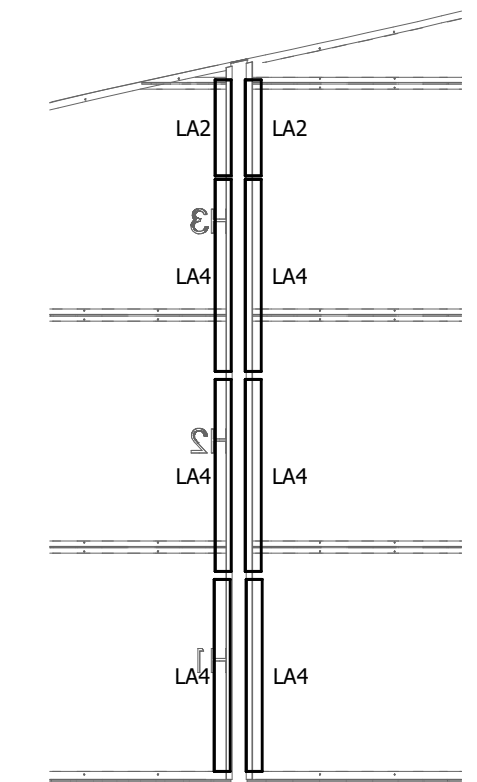
5 COLUMN K LIGHTING
1/4" = 1'-0"



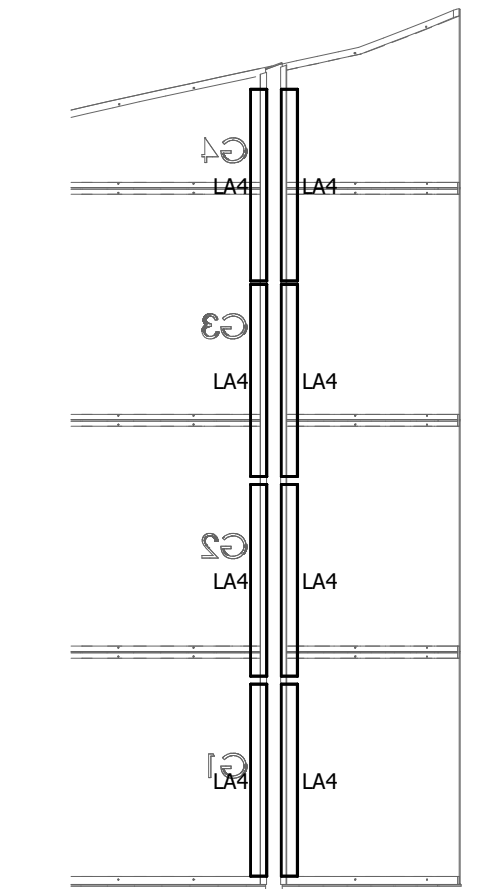
6 COLUMN J LIGHTING
1/4" = 1'-0"



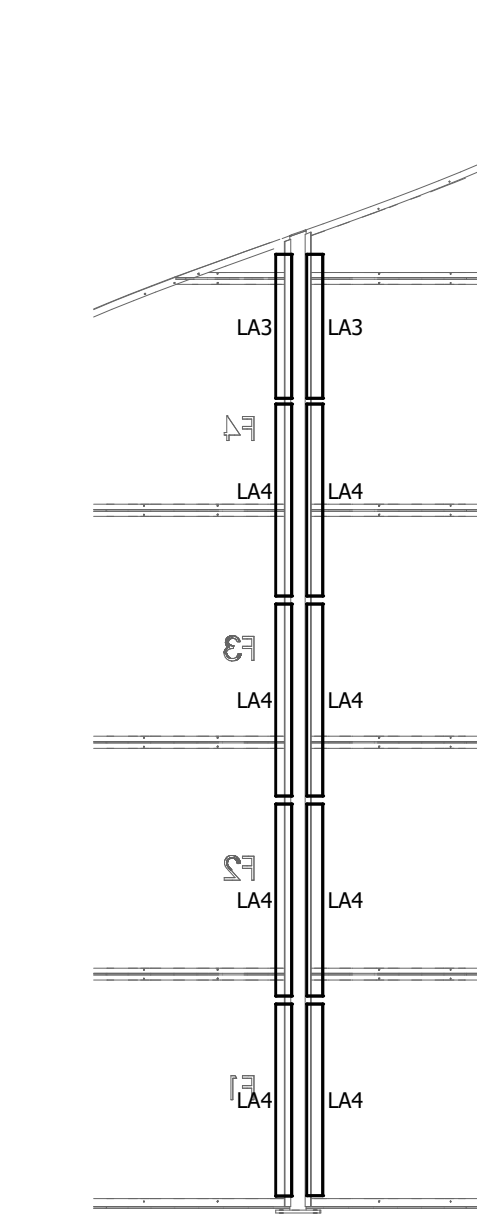
7 COLUMN I LIGHTING
1/4" = 1'-0"



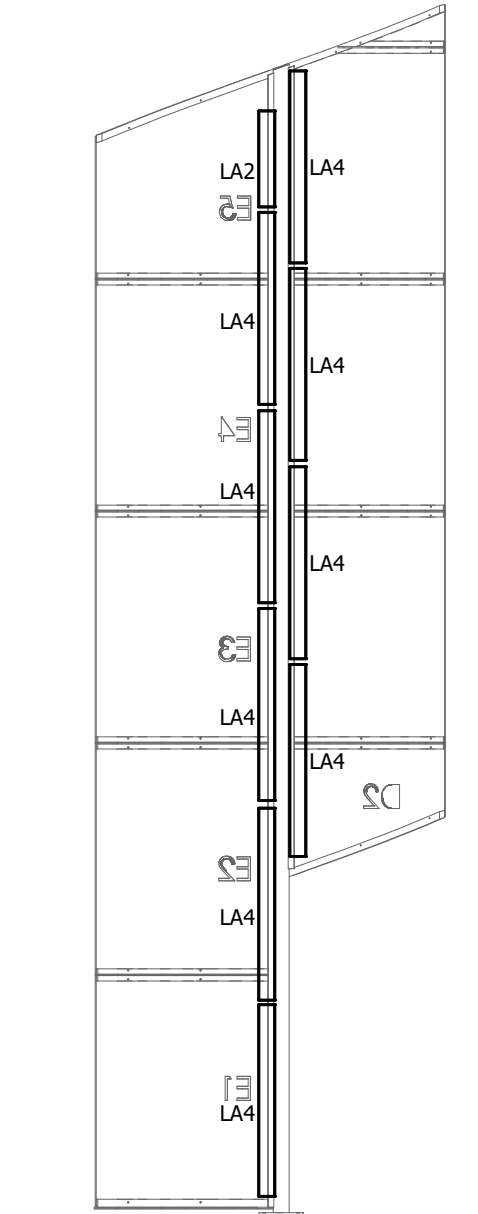
8 COLUMN H LIGHTING
1/4" = 1'-0"



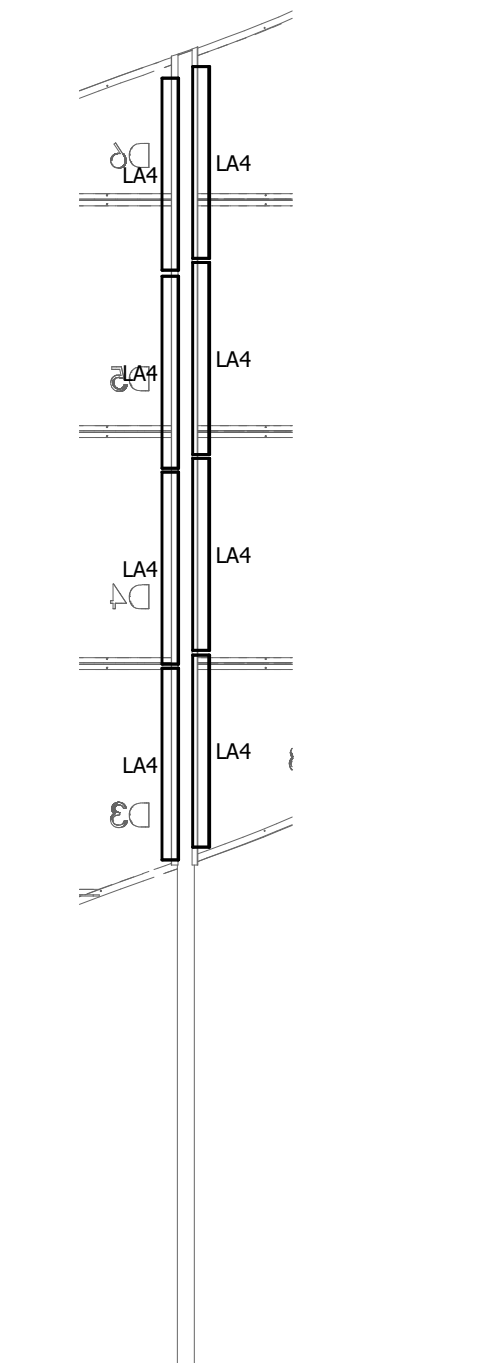
9 COLUMN G LIGHTING
1/4" = 1'-0"



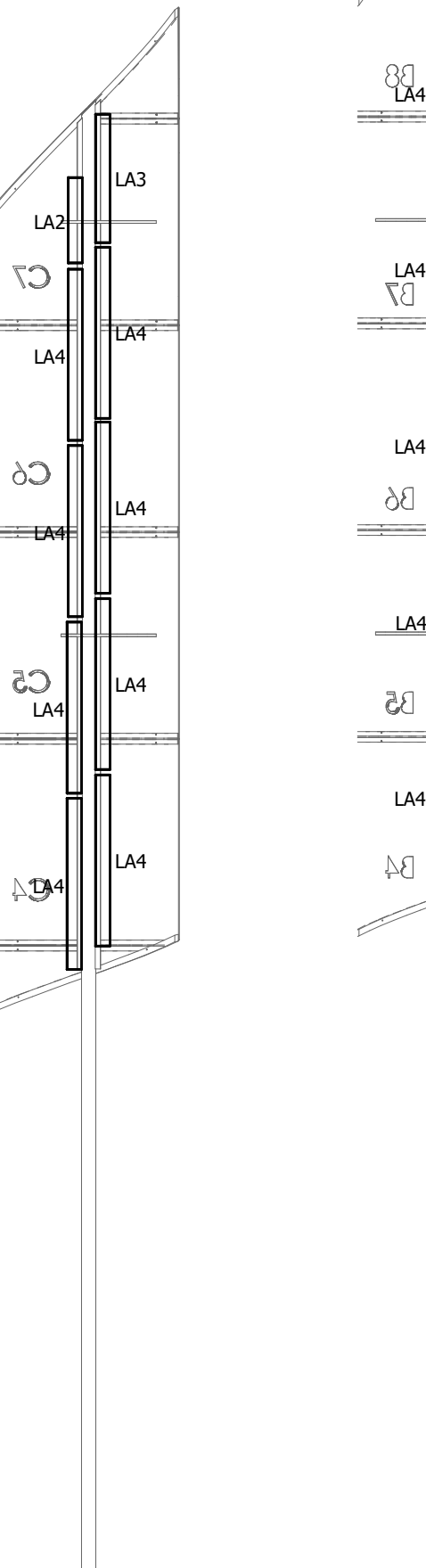
10 COLUMN F LIGHTING
1/4" = 1'-0"



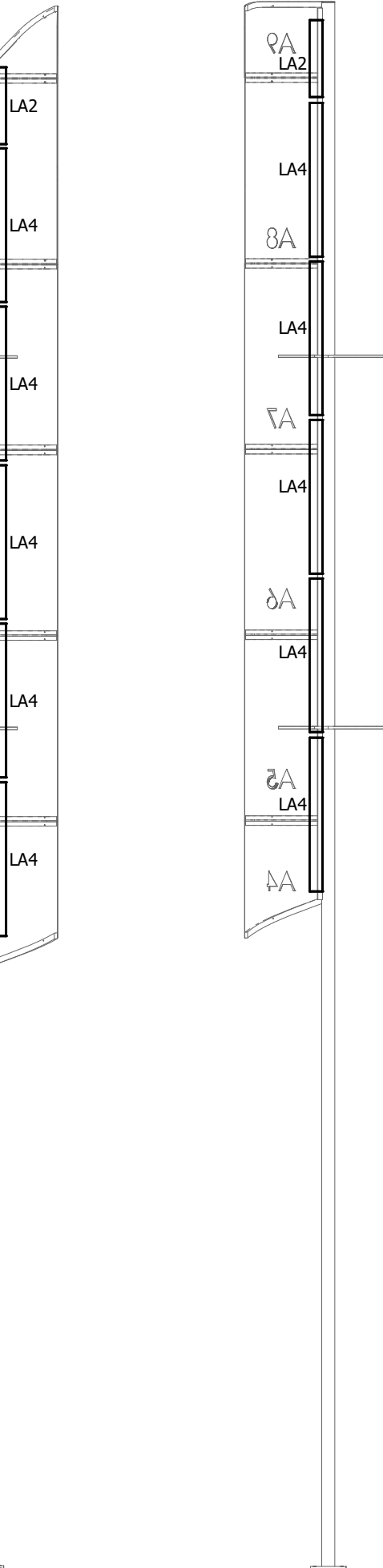
11 COLUMN E LIGHTING
1/4" = 1'-0"



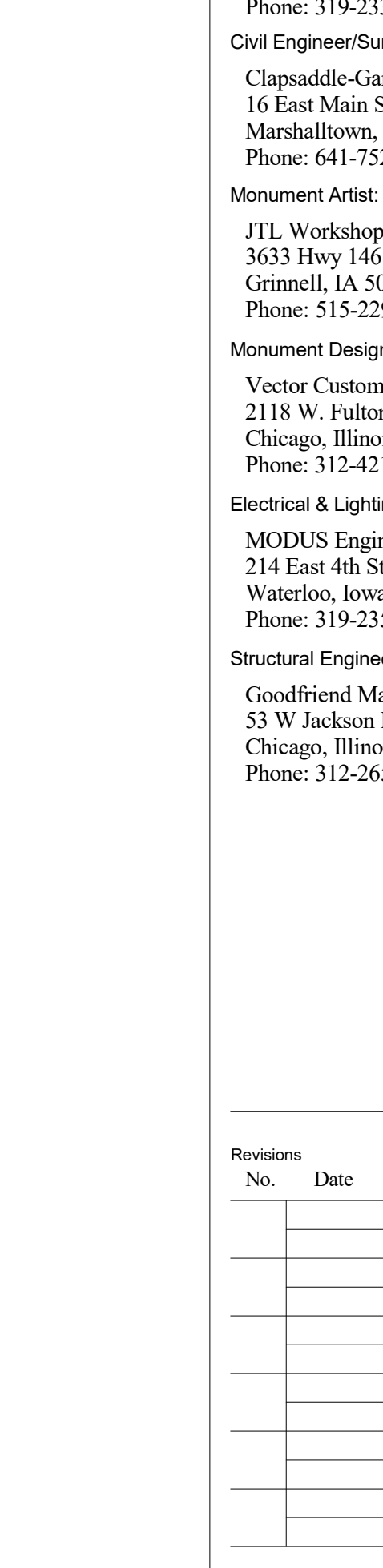
12 COLUMN D LIGHTING
1/4" = 1'-0"



13 COLUMN C LIGHTING
1/4" = 1'-0"



14 COLUMN B LIGHTING
1/4" = 1'-0"



15 COLUMN A LIGHTING
1/4" = 1'-0"

VETERANS MEMORIAL MONUMENT

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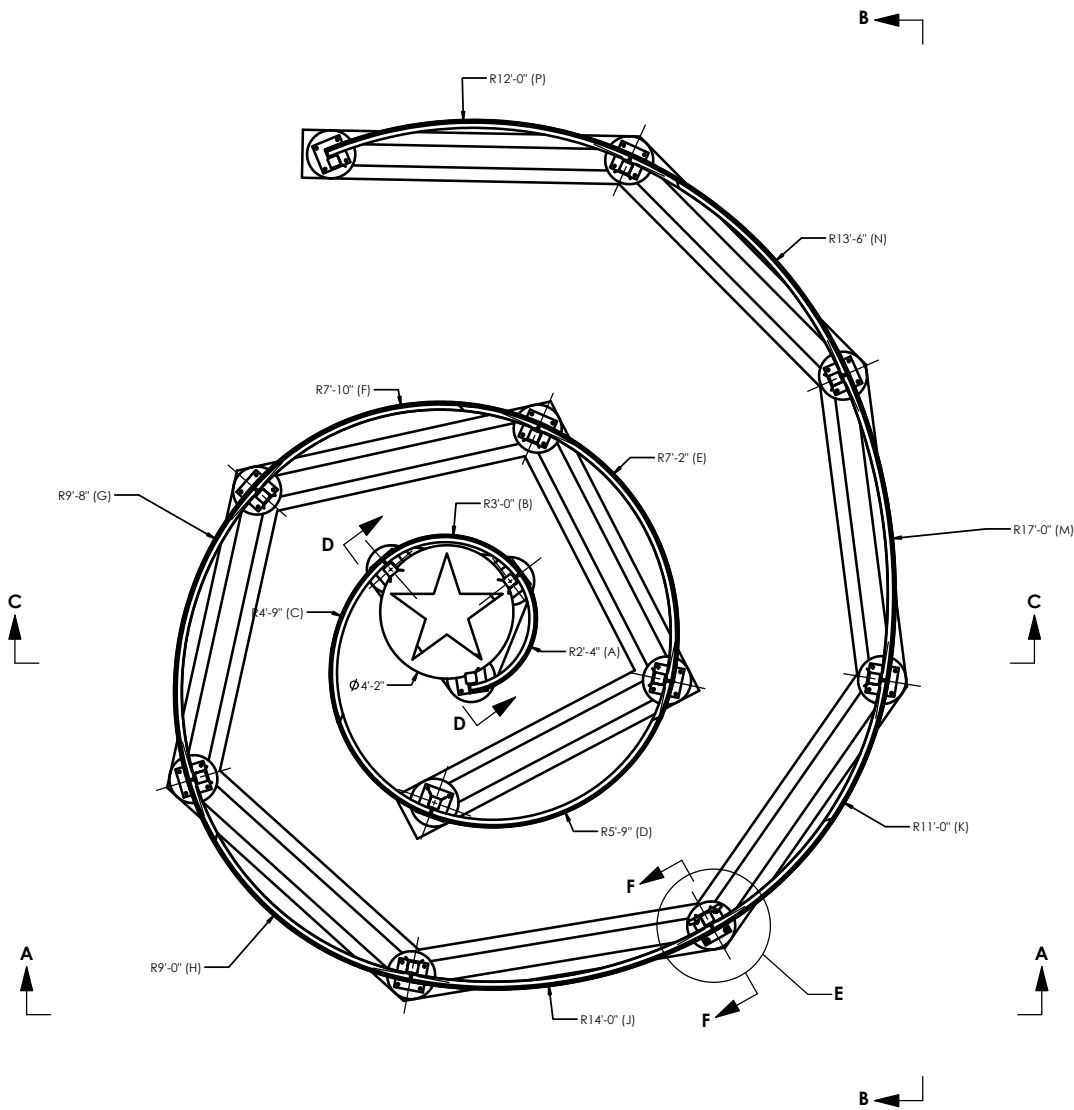
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Drawn By:	Reviewed By:

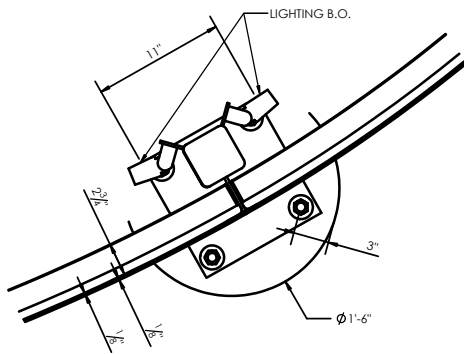
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ELECTRICAL SCHEDULES & DETAILS

Category Sheet

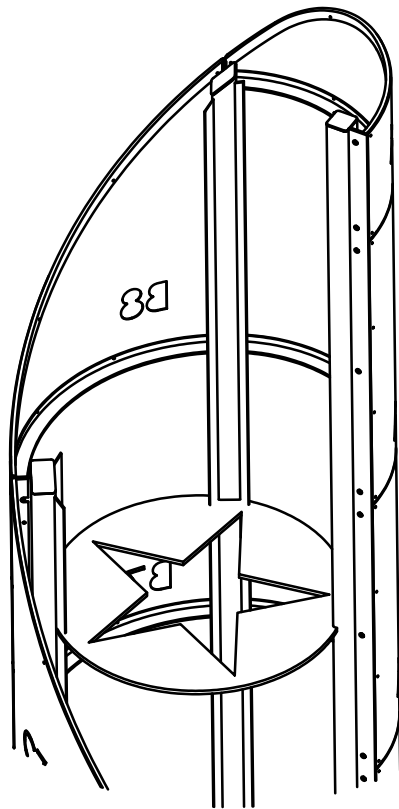
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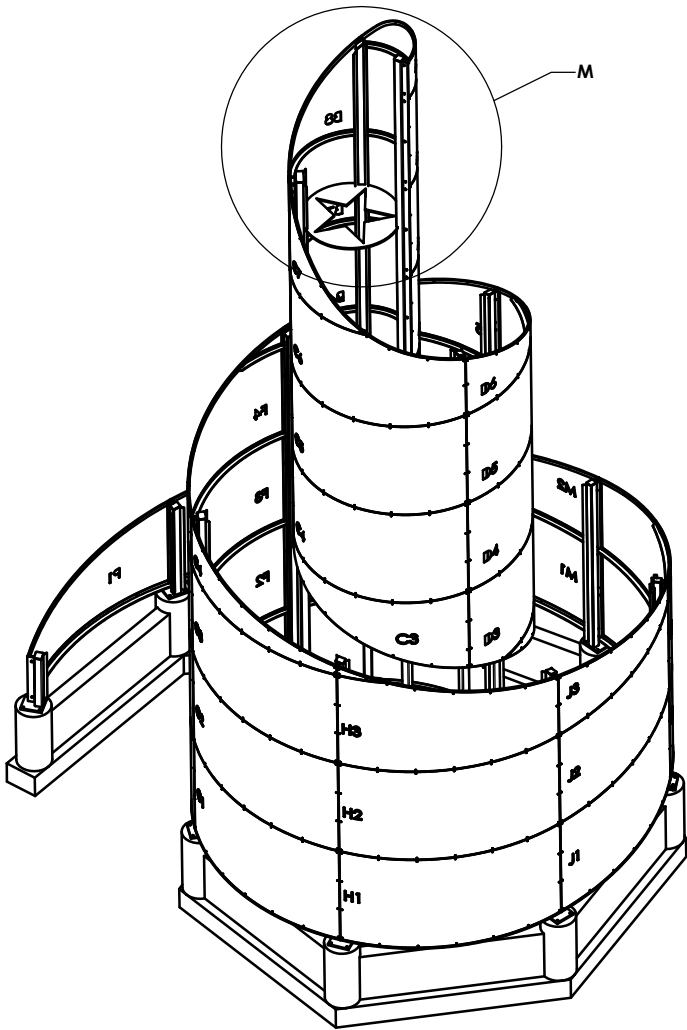
PLAN VIEW
SCALE 1 : 36



DETAIL E
SCALE 1 : 8



DETAIL M
SCALE 1 : 16



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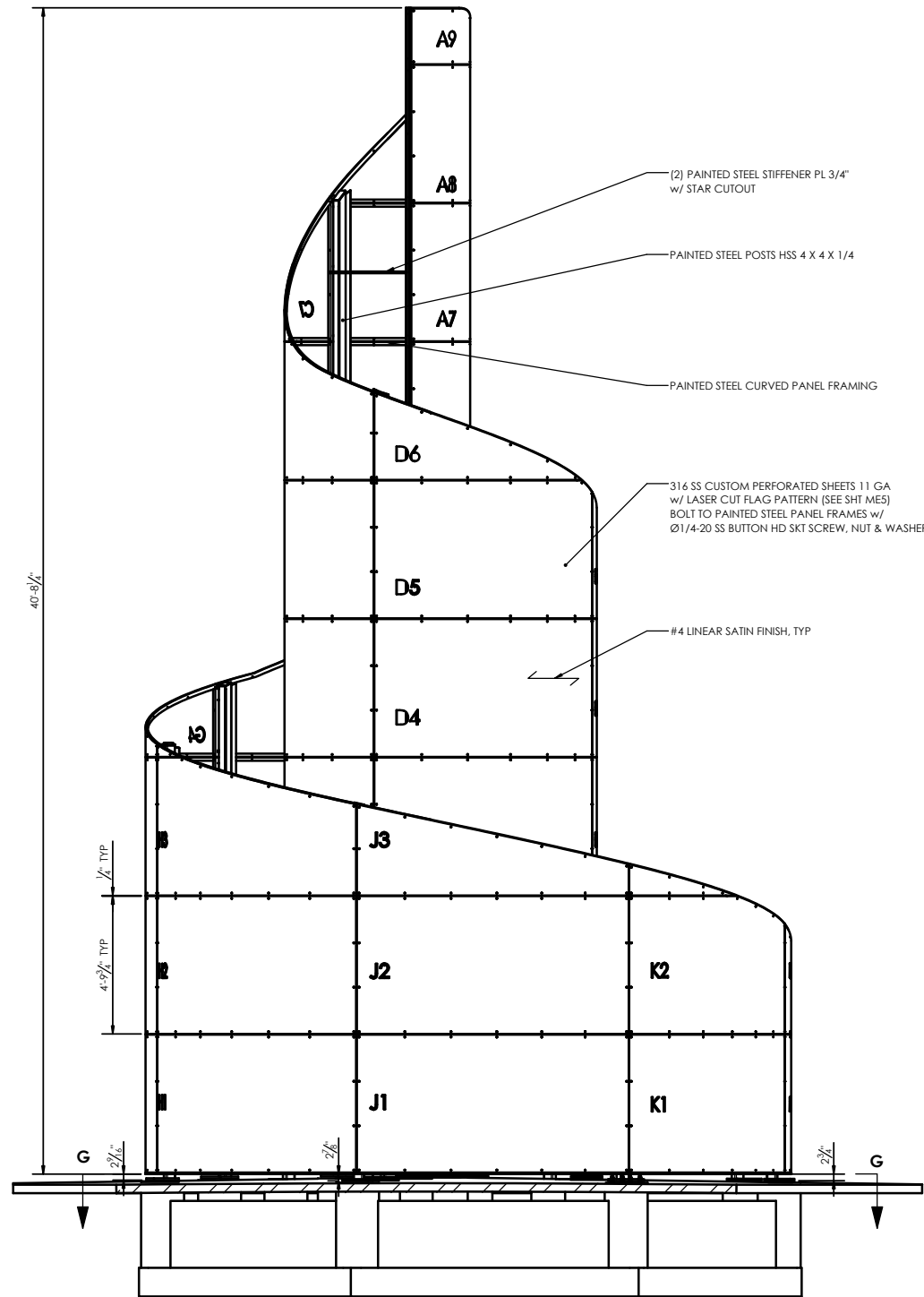
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Drawn By : NFO	Reviewed By : SG

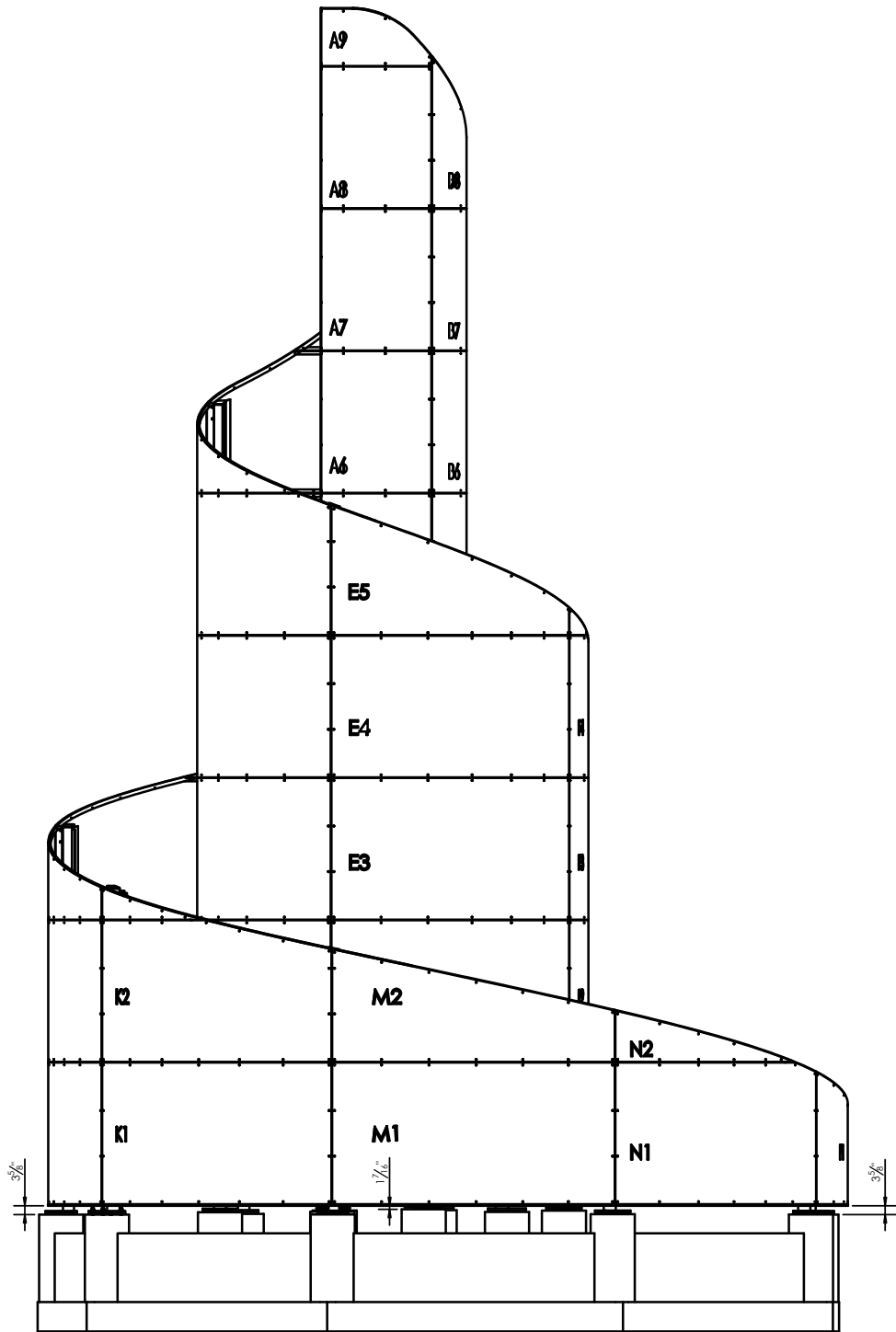
Sheet Title
ERECTION PLAN
& DETAILS

Category	Sheet
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ME1



SECTION A-A



SECTION B-B

VETERANS
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MONUMENT

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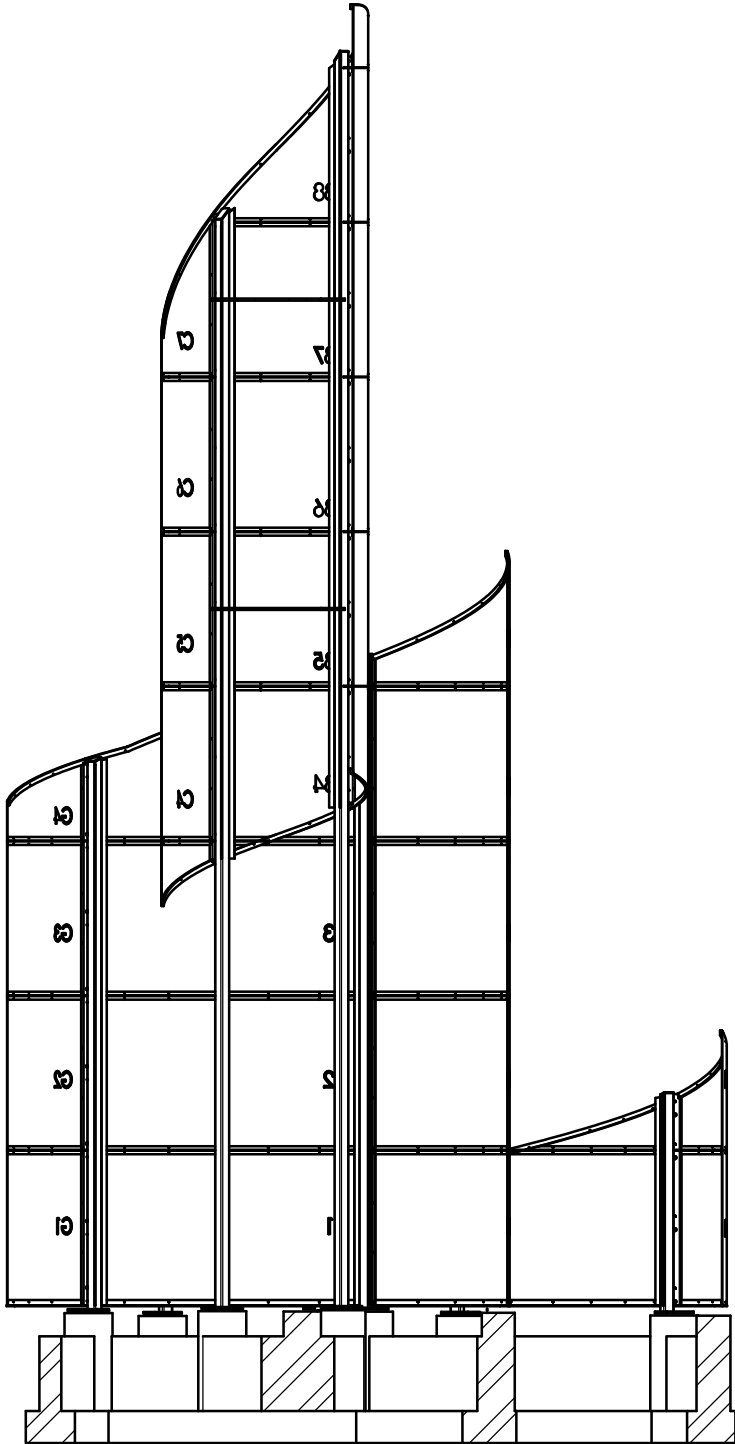
Revisions		
No.	Date	Description

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07/15/25	.
Drawn By :	Reviewed By :
NFO	SG

Sheet Title
ERECTION PLAN
& DETAILS

Category Sheet

ME2



SECTION C-C

VETERANS
MEMORIAL
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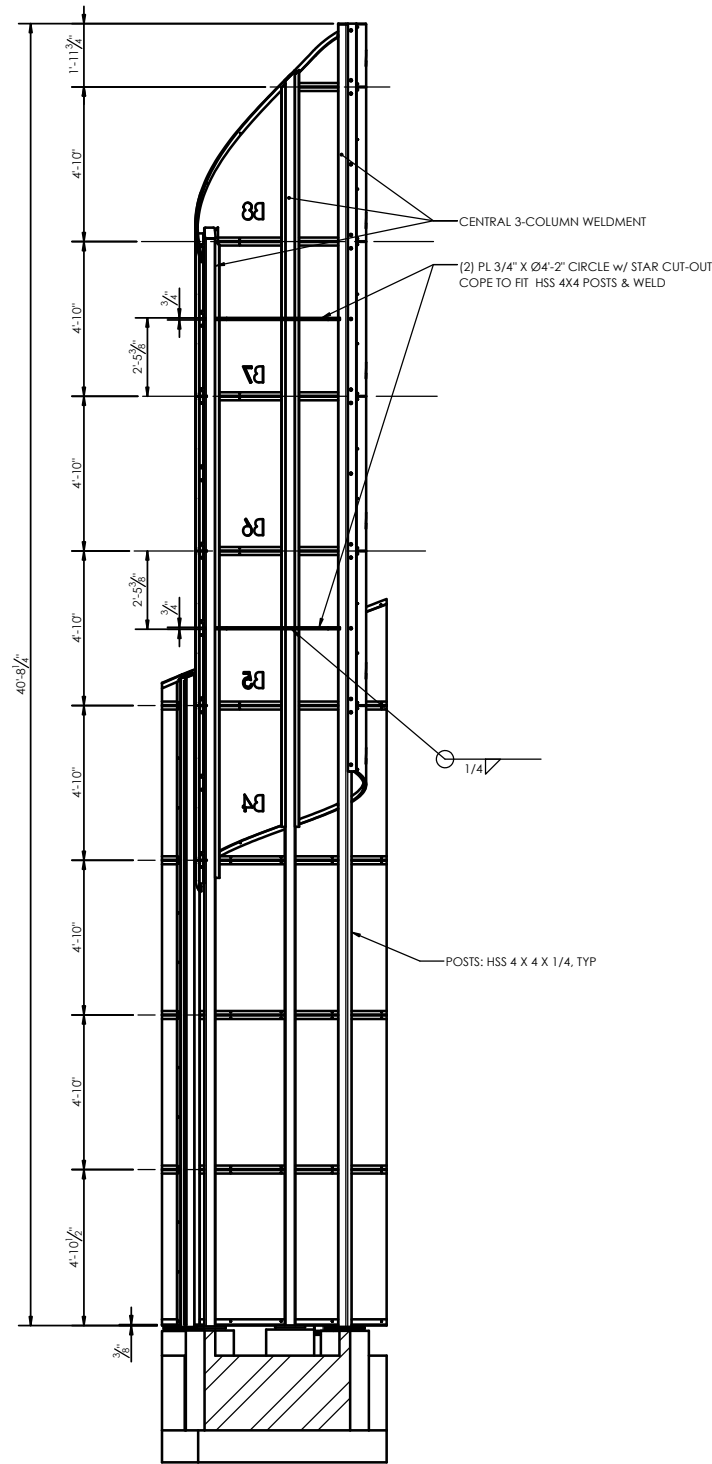
Revisions		
No.	Date	Description

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Drawn By : NFO	Reviewed By : SG

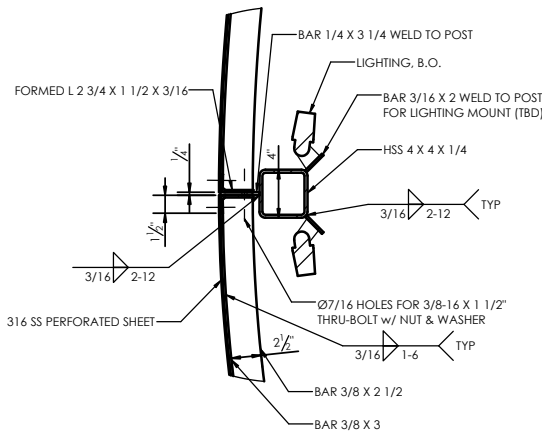
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& DETAILS

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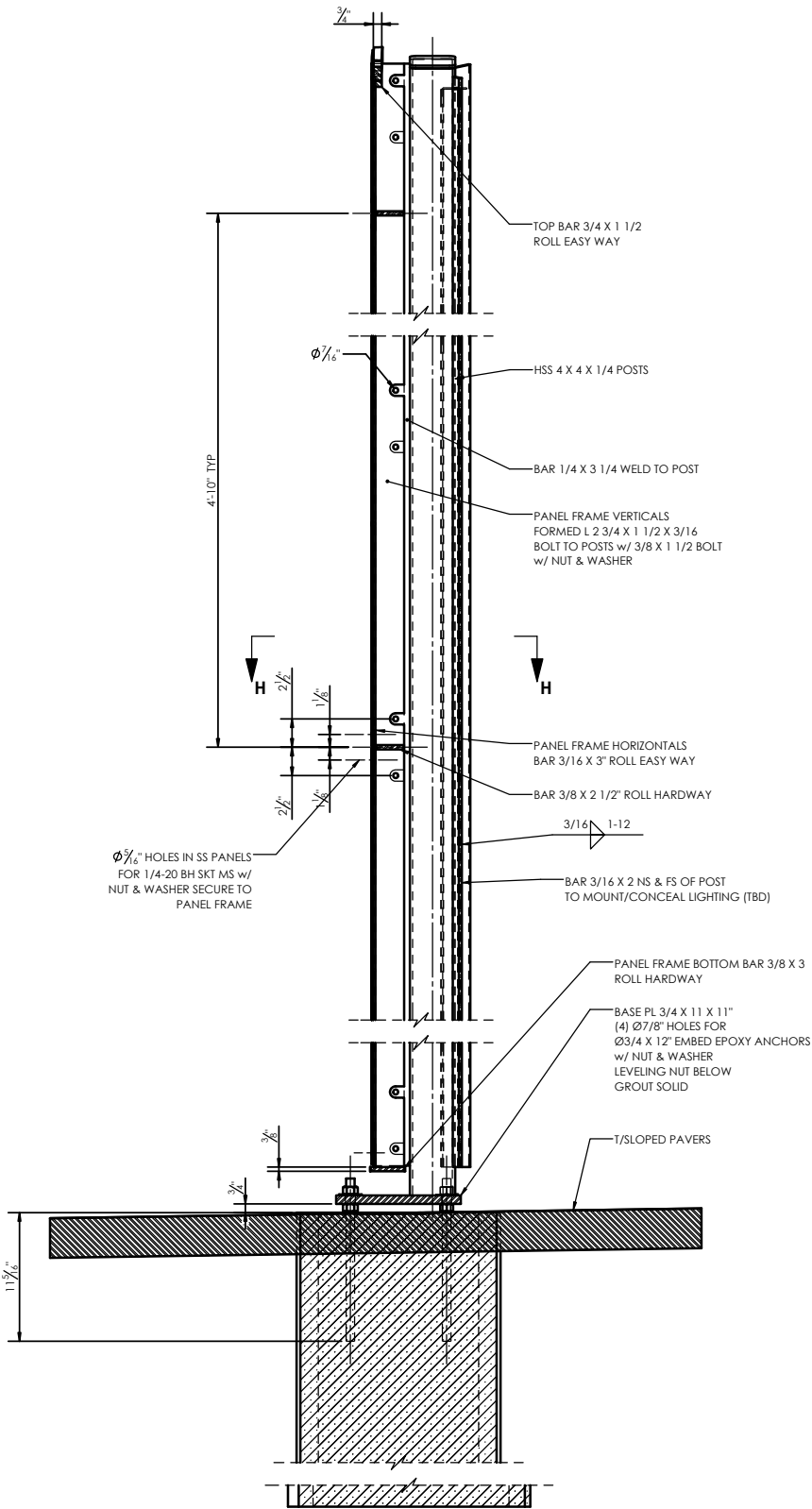
ME3



SECTION D-D
SCALE 1:36



SECTION H-H
SCALE 1 : 8



SECTION F-F
SCALE 1 : 8

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Drawn By : NFO	Reviewed By : SG

Sheet Title
ERECTION PLAN
& DETAILS

Category Sheet

ME4

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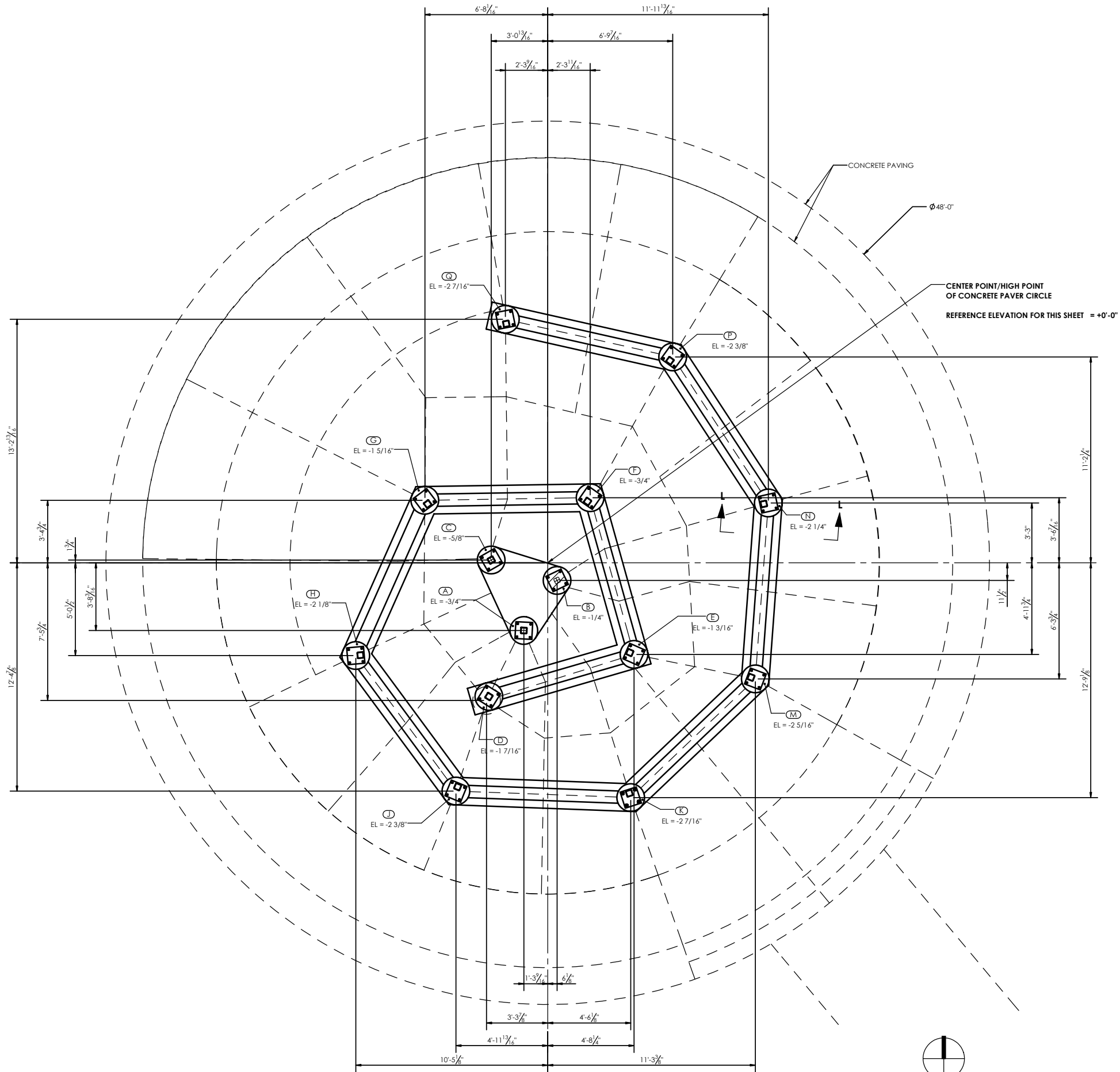
Issue Date : 07/15/25	Designed By : .
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Category	Sheet
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ME5



UNROLLED VIEW
PERFORATED SHEETS
SCALE 1:60



SECTION G-G
FOOTING LAYOUT

VETERANS MEMORIAL MONUMENT

Central Park
Grinnell, Iowa

Project Leader/Landscape Architect:
RITLAND-KUIPER
Landscape Architects
501 Sycamore Street, Mezz. A
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Phone: 319-233-8090

Civil Engineer/Surveyor:
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Monument Artist:
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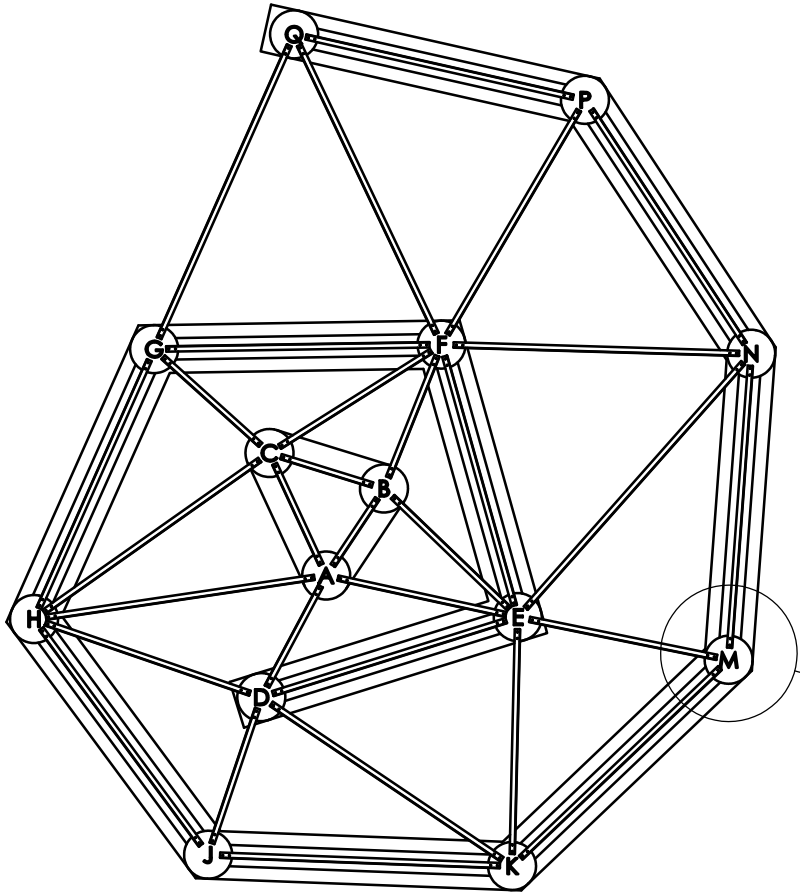
Revisions		
No.	Date	Description

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Drawn By :	Reviewed By :
NFO	SG

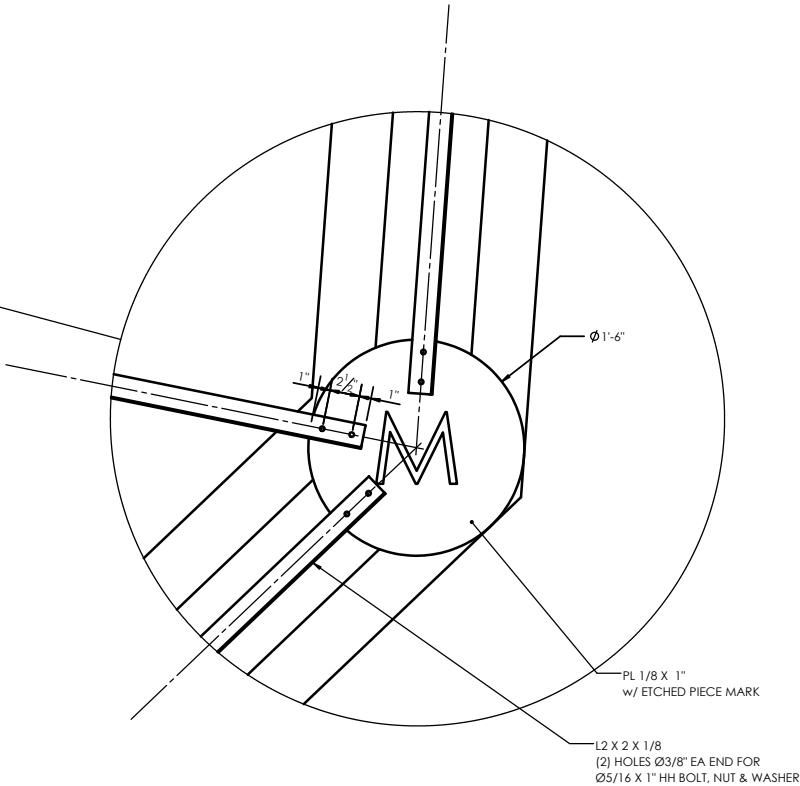
Sheet Title
ERECTION PLAN
& DETAILS

Category Sheet

ME6



FOUNDATION LAYOUT FIXTURE
SCALE 1:36



DETAIL J
SCALE 1:8

QTY	MK	DESCRIPTION	LENGTH
1	EN	L2 X 2 X 1/8	10'-2 15/16"
1	GQ	L2 X 2 X 1/8	10'- 1/8"
1	FQ	L2 X 2 X 1/8	9'-11 3/4"
1	FN	L2 X 2 X 1/8	8'-11 1/8"
1	MN	L2 X 2 X 1/8	8'-10 1/16"
1	JK	L2 X 2 X 1/8	8'-9"
1	NP	L2 X 2 X 1/8	8'-8 3/4"
1	DK	L2 X 2 X 1/8	8'-8 5/16"
1	KM	L2 X 2 X 1/8	8'-7 1/8"
1	PQ	L2 X 2 X 1/8	8'-6 3/4"
2	GH	L2 X 2 X 1/8	8'-5 3/4"
1	JH	L2 X 2 X 1/8	8'-4 7/8"
1	CH	L2 X 2 X 1/8	8'-3"
1	FG	L2 X 2 X 1/8	8'-2 3/4"
1	FP	L2 X 2 X 1/8	8'-1 3/8"
1	EF	L2 X 2 X 1/8	8'-1 1/16"
1	DE	L2 X 2 X 1/8	7'-7 11/16"
1	EK	L2 X 2 X 1/8	7'- 3/8"
1	DH	L2 X 2 X 1/8	6'-9 1/16"
1	EM	L2 X 2 X 1/8	5'-11 5/8"
1	CF	L2 X 2 X 1/8	5'-7 3/16"
1	AE	L2 X 2 X 1/8	5'-4 1/2"
1	BE	L2 X 2 X 1/8	5'- 9/16"
1	DJ	L2 X 2 X 1/8	4'-5 5/16"
1	CG	L2 X 2 X 1/8	4'-1 3/16"
1	BF	L2 X 2 X 1/8	4'-1 1/16"
1	AD	L2 X 2 X 1/8	3'-6 11/16"
1	AC	L2 X 2 X 1/8	3'-5 9/16"
1	BC	L2 X 2 X 1/8	2'-11 7/8"
1	AB	L2 X 2 X 1/8	2'-6 1/8"

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ERECTION PLAN
& DETAILS

Category	Sheet
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ME7

GENERAL

GE.01 BEFORE SUBMITTING A PROPOSAL FOR THIS WORK, THE CONTRACTOR SHALL VISIT THE PREMISES AND ACQUAINT HIMSELF FULLY WITH THE EXISTING CONDITIONS, TEMPORARY CONSTRUCTION REQUIRED, QUANTITIES AND TYPES OF EQUIPMENT REQUIRED, ETC. HIS BID SHALL INCLUDE ALL SUMS REQUIRED TO DO THE WORK WITHIN THE EXISTING CONDITIONS. DISRUPTION OF NORMAL ACTIVITIES IN THE WORK AREA MUST BE KEPT TO A MINIMUM.

GE.02 THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONSTRUCTION, DIMENSIONS, MEMBER SIZES, AND ELEVATIONS FOR CONFORMANCE WITH THE DRAWINGS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.

GE.03 UNLESS NOTED OTHERWISE, DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR CONDITIONS.

GE.04 DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO BE CHECKED AGAINST THE DRAWINGS OF OTHER DISCIPLINES, AND ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.

GE.05 SHOP DRAWINGS PREPARED BY THE CONTRACTOR AND/OR HIS SUPPLIERS SHALL BE REVIEWED BY THE ARCHITECT ONLY FOR CONFORMANCE WITH THE DESIGN INTENT. NO WORK SHALL BE STARTED WITHOUT SUCH REVIEW.

GE.06 SHOP DRAWINGS PREPARED BY SUPPLIERS AND SUBCONTRACTORS SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMISSION TO THE ARCHITECT

GE.07 DESIGN LOADS, ALLOWABLE STRESSES AND STRUCTURAL CAPACITIES ARE BASED ON THE 2010 INTERNATIONAL BUILDING CODE, WITH LOCAL AMENDMENTS.

DESIGN WIND LOADS		
BASIC WIND SPEED, Vult		109 MPH (3-SEC. GUST)
NOMINAL WINDSPEED, Vasd		85 MPH (3-SEC. GUST)
RISK CATEGORY		II
WIND LOAD IMPORTANCE FACTOR, I		1.0
WIND EXPOSURE CATEGORY		B
MEDIAN BUILDING HEIGHT, h		41 ft.

SIGNS & WALLS - ULTIMATE PRESSURES	
REGION 1	19 PSF
REGION 2	26 PSF
REGION 3	30 PSF

FOR SERVICE LEVEL DESIGN WIND LOADS, MULTIPLY THE ULTIMATE DESIGN WIND LOAD BY 0.6. COMPONENTS & CLADDING LOADS SHOWN ASSUME AN EFFECTIVE WIND AREA OF 10 SQUARE FEET OR LESS.

GE.08 SHOP DRAWING SUBMITTALS TO ARCHITECT/ENGINEER ARE REQUIRED FOR ALL PRE-FABRICATED ITEMS.

EXCAVATION AND BACKFILL

EB.01 BEFORE ANY OTHER BUILDINGS OPERATIONS ARE STARTED, REMOVE ALL BITUMINOUS PAVEMENT, LOOSE GRAVEL, ABANDONED FOUNDATIONS, BLACK LOAM, ORGANIC MATERIAL, AND FILL ENCOUNTERED WITHIN THE AREA TO BE OCCUPIED BY NEW CONSTRUCTION. NONE OF THIS MATERIAL OR OTHER EXCAVATED ON-SITE SOILS, WHICH ARE FOUND TO BE UNSUITABLE, SHALL BE USED FOR FILL WITHIN OR ADJACENT TO THE BUILDING. STORE GRAVEL ON SITE FOR POTENTIAL REUSE.

EB.02 GENERAL MACHINE EXCAVATION FOR FOOTINGS SHALL STOP NOT LESS THAN 6" ABOVE SCHEDULED ELEVATIONS OF BOTTOMS OF FOOTINGS. FINAL EXCAVATION TO UNDISTURBED SOIL AT REQUIRED FOOTING ELEVATION SHALL BE DONE BY HAND NOT MORE THAN 48 HOURS BEFORE THE FOOTING IS PLACED.

EB.03 AFTER EXCAVATING FOR ALL EARTH-SUPPORTED SLABS AND PRIOR TO PLACING FILL, THE EXPOSED NATURAL SOIL SHALL BE COMPACTED TO 95% OF ASTM D-1557 (MODIFIED PROCTOR) MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT.

EB.04 ALL SOIL SUPPORTED FOUNDATIONS SHALL BE FOUNDED UPON UNDISTURBED, NATURAL SUBGRADE WITH A MINIMUM ALLOWABLE BEARING CAPACITY OF 1500 PSF, AS FIELD VERIFIED AND APPROVED BY THE OWNER'S SOIL TESTING LABORATORY. THE FOOTING ELEVATIONS AND SOIL BEARING CAPACITIES AS SHOWN ON THE DRAWINGS ARE ESTIMATED FROM THE SOIL BORING DATA. FINAL, EXACT ELEVATIONS AND SOIL BEARING CAPACITIES SHALL BE FIELD DETERMINED AND VERIFIED BY THE OWNER'S SOIL TESTING LABORATORY AND REVIEWED BY THE ARCHITECT/ENGINEER PRIOR TO PLACEMENT OF CONCRETE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN THE EVENT THAT THE SOIL CONDITIONS ENCOUNTERED VARY FROM THOSE ASSUMED IN THE DESIGN.

EB.05 BACKFILL AGAINST SIDES OF FOUNDATION WALLS SHALL BE PLACED SIMULTANEOUSLY ON BOTH SIDES TO THE TOP OF THE WALL.

EB.06 NO MUD SLABS, FOOTINGS, OR SLABS SHALL BE PLACED ONTO OR AGAINST SUBGRADE CONTAINING FREE WATER, FROST, OR ICE.

EB.07 THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY FROST OR ICE FROM PENETRATING ANY FOOTINGS OR SLAB SUBGRADE BEFORE AND AFTER PLACEMENT OF CONCRETE UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.

EB.08 THE CONCRETE FOR EACH ISOLATED FOOTING SHALL BE PLACED IN ONE (1) CONTINUOUS PLACEMENT.

EB.09 ALL WALL AND COLUMN FOOTINGS SHALL BEAR A MINIMUM OF 4'-0" BELOW FINISHED GRADE.

CONCRETE AND FORMWORK

CO.01 ALL CONCRETE WORK SHALL CONFORM TO THE LATEST EDITION OF THE FOLLOWING AMERICAN CONCRETE INSTITUTE PUBLICATIONS:
ACI 216.1-14 ACI 318-14

CO.02 THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND PLACEMENT OF INSERTS, EMBEDDED PLATES, MASONRY ANCHORS, SLEEVES, PADS, AND ANCHOR BOLTS. THE INSERTS, EMBEDDED PLATES, ETC. SHALL NOT INTERFERE WITH CONCRETE REINFORCEMENT LOCATIONS.

CO.03 CONCRETE SHALL DEVELOP MINIMUM 28-DAY STRENGTH AS FOLLOWS:
FOOTINGS AND FOUNDATIONS NMWT (145 PCF) f'c= 4,000 PSI

CO.04 ALL CONCRETE EXPOSED TO THE EXTERIOR SHALL BE AIR- ENTRAINED. WATER REDUCING PLASTICIZING ADMIXTURES MAY BE USED, PENDING APPROVAL OF THE ARCHITECT.

CO.05 NO CALCIUM CHLORIDE OR CHLORIDE-ION PRODUCING ADMIXTURE SHALL BE USED IN ANY CONCRETE.

CO.06 ALL CONSTRUCTION JOINTS SHALL BE WIRE-BRUSHED AND CLEANED IMMEDIATELY PRIOR TO PLACING NEW CONCRETE. ALLOW 24 HOURS MINIMUM TO ELAPSE BETWEEN PLACEMENTS.

CO.07 EXPOSED EXTERNAL CONCRETE CORNERS SHALL BE CHAMFERED PER ARCH DETAILS

CO.08 NO OPENING SHALL BE MADE IN ANY STRUCTURAL MEMBER WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.

REINFORCEMENT STEEL

RS.01 ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS, AND SECURED IN PLACE IN ACCORDANCE WITH PROCEDURES AND REQUIREMENTS OUTLINES IN THE LATEST EDITIONS OF THE "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" (ACI 318-14) AND THE "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 315R-04). AT EPOXY COATED BARS, USE DIELECTRIC MATERIAL FOR BAR SUPPORTS AND NYLON COATED TIE WIRE.

RS.02 CHECKED SHOP DRAWINGS SHOWING REINFORCEMENT DETAILS, INCLUDING STEEL SIZES, SPACING, AND PLACEMENT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION.

RS.03 ALL REINFORCEMENT STEEL SHALL BE HIGH STRENGTH NEW BILLET STEEL CONFORMING TO THE LATEST EDITION OF ASTM A 615. GRADE 60.

RS.04 THE FOLLOW CLEAR COVER SHALL BE PROVIDED FOR REINFORCEMENT IN CAST-IN-PLACE CONCRETE, UNLESS NOTED OTHERWISE:

CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"
EXPOSED TO EARTH OR WEATHER:	
#6 THROUGH #18 BARS	2"
#5 BARS, 5/8" DIA. WIRE AND SMALLER	1 1/2"
PIERS, COLUMNS, AND BEAMS:	
PRIMARY REINFORCEMENT, TIES, AND STIRRUPS	1 1/2"

RS.05 PROVIDE ADEQUATE BOLSTERS, HIGH CHAIRS, SUPPORT BARS, ETC. TO MAINTAIN SPECIFIED CLEARANCES FOR THE ENTIRE LENGTH OF ALL REINFORCEMENT BARS. PROVIDE CONTINUOUS #4 SPACER BARS IN WALLS AND SLABS TO SUPPORT DOWELS, AS REQUIRED. WELDED WIRE FABRIC SHALL BE SUPPORTED IN PROPER POSITION ON CHAIRS AND CARRIER BARS.

RS.06 ALL EMBEDMENT LENGTHS SHALL CONFORM TO THE LATEST EDITION OF ACI 318-14.

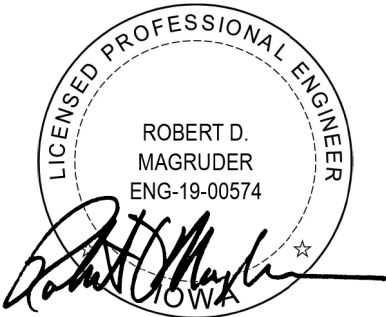
RS.07 ALL REINFORCEMENT SPLICES SHALL BE LAP SPLICED AND WIRED TOGETHER IN CONTACT. SPLICE LENGTHS SHALL CONFORM TO THE LATEST ACI CRITERIA FOR SIZE AND TYPE OF REINFORCEMENT STEEL AND CONCRETE COMPRESSIVE STRENGTHS SPECIFIED. UNLESS NOTED OTHERWISE, MINIMUM LAP SHALL BE 40 BAR DIAMETERS.

RS.08 NO REINFORCEMENT STEEL SHALL BE WELDED IN ANYWAY UNLESS PRIOR WRITTEN APPROVAL IS GIVEN BY THE ARCHITECT.

RS.09 CORNER BARS SHALL BE PROVIDED AT WALL CORNERS EQUAL TO THE HORIZONTAL WALL REINFORCEMENT.

RS.10 UNLESS NOTED OTHERWISE, ALL CONCRETE WORK SHALL CONTAIN AT LEAST MINIMUM REINFORCEMENT AS REQUIRED BY ACI 318.

RS.11 PROVIDE EPOXY COATED REINFORCEMENT AT ALL EXTERIOR CONCRETE INCLUDING WALLS.



EXPIRES 12/31/2026

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Sheet Title
GENERAL NOTES

Category Sheet
S-0.0

SHORING AND BRACING

SB.01 INDIVIDUAL STRUCTURAL COMPONENTS ARE DESIGNED TO SUPPORT LOADS IN THEIR FINAL ERECTED POSITION AS PART OF THE TOTAL COMPLETED STRUCTURE. PROVIDE TEMPORARY SHORING, GUYING AND BRACING AS REQUIRED UNTIL ALL CONSTRUCTION AFFECTING LOAD CARRYING MEMBERS AND LATERAL STABILITY IS COMPLETED.

SB.02 CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR STABILITY OF STRUCTURE, ITS PARTS, AND JOB SITE SAFETY BY USE OF GUYING, BRACING, SHORING, BARRICADES, SAFETY RAILINGS AND DEVICES DURING THE ENTIRE PERIOD OF CONSTRUCTION.

SB.03 CONTRACTOR IS FULLY RESPONSIBLE FOR PROVIDING ALL TEMPORARY SHORING AND BRACING OF EXISTING ELEMENTS DURING CONSTRUCTION. ALL SHORING SHALL BE ADEQUATE TO SUPPORT ALL LOADINGS DURING MODIFICATION OF THE EXISTING BUILDING AND ERECTION OF THE NEW STRUCTURAL SUPPORT SYSTEM. TEMPORARY SHORING MUST REMAIN IN PLACE UNTIL ALL NEW STRUCTURAL MEMBERS SUPPORTING SHORED ELEMENTS ARE IN PLACE AND ALL NEW CONNECTIONS COMPLETED.

STRUCTURAL STEEL

SS.01 ALL STRUCTURAL STEEL WORK SHALL CONFORM TO THE AISC 360 "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND THE AISC 303 "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES," LATEST EDITIONS.

SS.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF ALL ERECTION PROCEDURES AND SEQUENCES WITH RELATION TO TEMPERATURE DIFFERENTIAL (ESPECIALLY WITH RESPECT TO STRUCTURAL STEEL FRAMING INTO CONCRETE WALLS, BEAMS, OR COLUMNS) AND TEMPORARY STRUCTURAL STABILITY.

SS.03 ERECT AND MAINTAIN TEMPORARY BRACING TO INSURE THE ALIGNMENT AND STABILITY OF THE STRUCTURE DURING ERECTION UNTIL PERMANENT CONNECTIONS HAVE BEEN COMPLETED.

SS.04 REFER TO OTHER DISCIPLINE DRAWINGS FOR ADDITIONAL STRUCTURAL AND MISCELLANEOUS STEEL REQUIREMENTS. ALL EXTERIOR EDGE ANGLES, LINTELS, AND SHELF ANGLES SHALL BE GALVANIZED AFTER FABRICATION.

SS.05 THE FABRICATOR/ERECTOR SHALL SUBMIT TO THE ARCHITECT, FOR INFORMATION ONLY, CONNECTION CALCULATIONS AND, FOR REVIEW, ENGINEERED AND CHECKED DRAWINGS SHOWING SHOP FABRICATION DETAILS, FIELD ASSEMBLY DETAILS, AND ERECTION DIAGRAMs FOR ALL STRUCTURAL STEEL.

SS.06 THE OWNER'S STEEL TESTING LABORATORY SHALL PERFORM ALL TESTING OF WELDED AND BOLTED CONNECTIONS IN ACCORDANCE WITH ALL AISC AND AWS REQUIREMENTS AND THE CHICAGO BUILDING CODE. WRITTEN REPORTS, SIGNED AND SEALED BY THE INSPECTING DESIGN PROFESSIONAL AND INCLUDING THE LICENSE EXPIRATION DATE, SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW. SEE ALSO THE PROJECT SPECIFICATIONS.

SS.07 ALL STRUCTURAL MEMBERS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
OTHER SHAPES & PLATES ASTM A 36 (Fy= 36 KSI)
STEEL HSS TUBES (RECTANGULAR) ASTM A 500, GRADE C (Fy= 50 KSI)

SS.08 STEEL SHALL BE CLEAN OF RUST, LOOSE MILL SCALE, AND OTHER FOREIGN MATERIALS FOR PROPER FABRICATION, FIT-UP, AND WELDING.

SS.09 ALL BOLTED CONNECTIONS SHALL BE IN ACCORDANCE WITH THE AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A 325 OR ASTM A 490 BOLTS."

SS.10 ALL BOLTS SHALL CONFORM TO THE LATEST EDITION OF ASTM A 325. BOLTS SHALL BE 3/4" DIAMETER MINIMUM. AT CONNECTIONS WITH LONG-SLOTTED HOLES IN OUTER PLYS, 5/16" PLATE WASHERS SUFFICIENT IN SIZE TO COMPLETELY COVER THE SLOT SHALL BE PROVIDED.

SS.11 ALL NUTS SHALL CONFORM TO THE LATEST EDITION OF ASTM A 563.

SS.12 ALL WASHERS SHALL CONFORM TO THE LATEST EDITION OF ASTM F 436.

SS.13 WELDING SHALL BE DONE BY AWS CERTIFIED WELDERS AND SHALL CONFORM TO THE AWS D1.1 "STRUCTURE WELDING CODE," LATEST EDITION. ALL WELDING ELECTRODES SHALL BE E70XX.

SS.14 ALL STRUCTURAL STEEL EXPOSED TO VIEW SHALL CONFORM TO THE ARCHITECTURAL EXPOSED STRUCTURAL STEEL (AESS) CRITERIA OF THE "AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES."

SS.15 THERE SHALL BE NO FIELD CUTTING OF STRUCTURAL STEEL MEMBERS FOR THE WORK OF OTHER TRADES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECT.

SS.16 PRIME PAINT ALL STEEL EXCEPT THOSE THAT ARE TO RECEIVE SPRAY-ON FIREPROOFING OR ARE TO BE ENCASED IN CONCRETE.

SS.17 ALL ANCHOR BOLTS SHALL CONFORM TO ASTM F1554 AND SHALL MEET GRADE 36 KSI, UNO

POST-INSTALLED ANCHORS

PA.01 ADHESIVE ANCHOR SYSTEMS USED FOR DESIGN:
ADHESIVE (CONCRETE): HILTI HIT-HY 200 HILTI, TULSA, OK
ADHESIVE (CMU/MASONRY): HILTI HIT-HY 270 HILTI, TULSA, OK
THREADED ROD: HILTI HAS-E

OVERHEAD AND/OR CONSTANT TENSION ADHESIVE ANCHOR INSTALLATIONS NOT SHOWN ON THE DRAWINGS SHALL NOT BE PERMITTED UNLESS EACH CONDITION IS REVIEWED AND APPROVED IN WRITING BY THE SER.

PA.02 PROOF TESTING OF ADHESIVE ANCHORS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. UNLESS NOTED OTHERWISE, ADHESIVE ANCHOR PROOF TENSION LOADS SHALL BE PER THE ADHESIVE ANCHOR PROOF TENSION SCHEDULES.

PA.03 FIELD DRILLED EXPANSION ANCHOR SYSTEMS USED FOR DESIGN. KWIK BOLT 3 HILTI, TULSA. OK

PA.04 PROOF TESTING OF EXPANSION ANCHORS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. UNLESS NOTED OTHERWISE, EXPANSION ANCHOR PROOF TORQUE LOADS SHALL BE PER THE EXPANSION ANCHOR PROOF TORQUE SCHEDULES.

PA.05 FIELD DRILLED THREADED SCREW ANCHOR SYSTEMS USED FOR DESIGN: HUS-EZ HILTI, TULSA. OK

PA.06 ALTERNATIVE SYSTEM EQUIVALENT TO OR EXCEEDING THE PROPERTIES OF THE SYSTEMS ABOVE WILL BE CONSIDERED AS A SUBSTITUTION REQUEST. SEE PROJECT SPECIFICATIONS.

PA.07 ANCHORS ARE TO BE MINIMUM 3/4' DIAMETER WITH A MINIMUM EMBEDMENT OF 6", UNO.

PA.08 INSTALL ANCHORS TO MEET THE REQUIREMENTS INDICATED IN THE CONTRACT DOCUMENTS AND THE CURRENT MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS (MPII).

PA.09 LOCATE, BY NON-DESTRUCTIVE MEANS AND AVOID ALL EXISTING REINFORCEMENT PRIOR TO INSTALLATION OF ANCHORS. IF EXISTING REINFORCING PROHIBITS THE INSTALLATION OF ANCHORS AS INDICATED IN THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN PROFESSIONALS.

PA.10 SEE PROJECT SPECIFICATIONS FOR POST-INSTALLED ANCHOR INSPECTION REQUIREMENTS.

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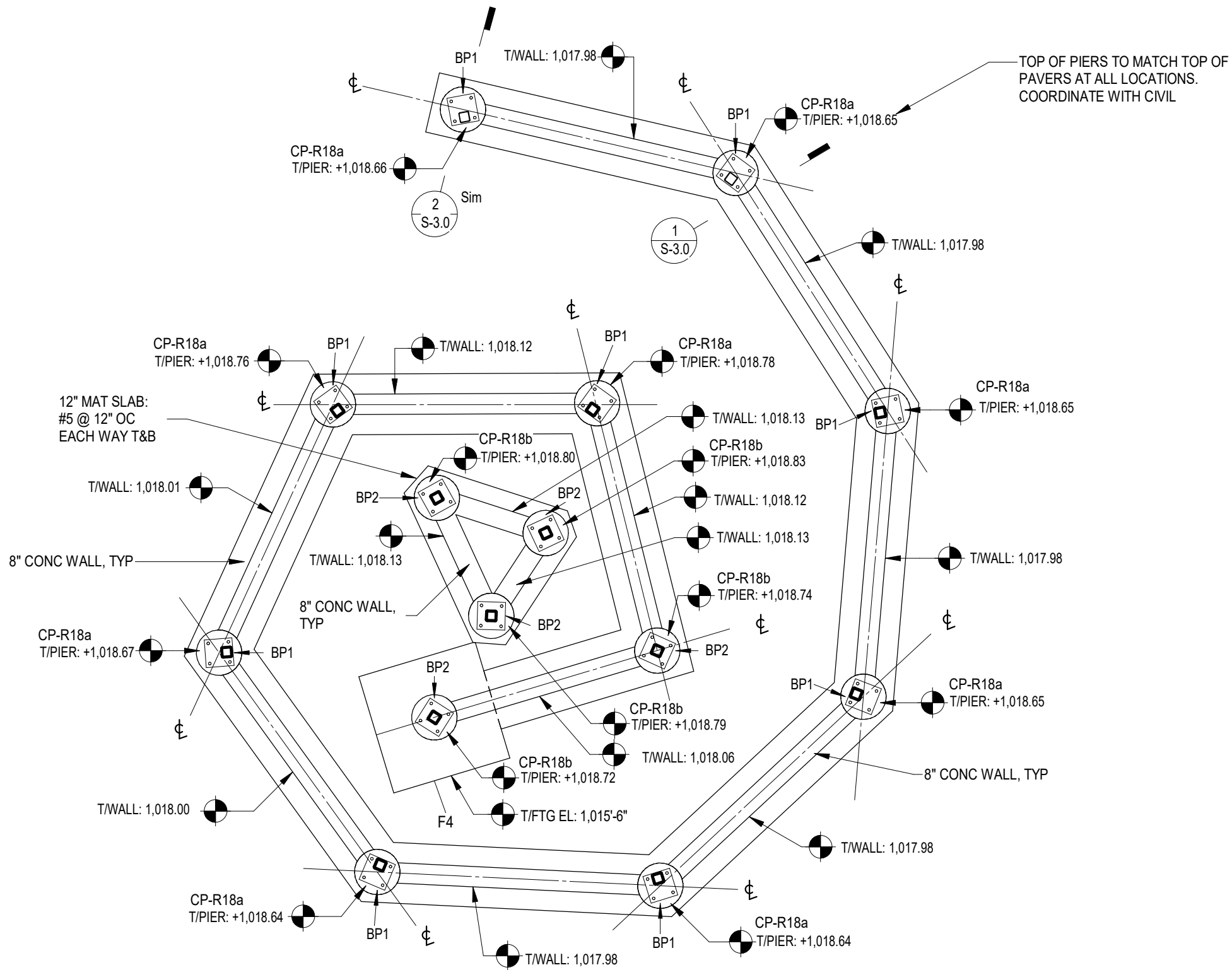
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Sheet Title
GENERAL NOTES

Category Sheet
S-0.1



1 FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

PLAN NOTES

1. SEE MONUMENT DESIGN AND FABRICATION DRAWINGS FOR ADDITIONAL DIMENSIONS AND INFORMATION.
2. PROVIDE TEMPORARY BRACING AT FOUNDATION WALLS AS REQUIRED.
3. SEE GENERAL NOTES. DO NOT BACKFILL AGAINST FOUNDATION WALLS UNTIL THE CONCRETE HAS ATTAINED FULL DESIGN STRENGTH.
4. "CP-Rx" INDICATES CONCRETE PIER, SEE DETAIL SHEET FOR REINFORCING

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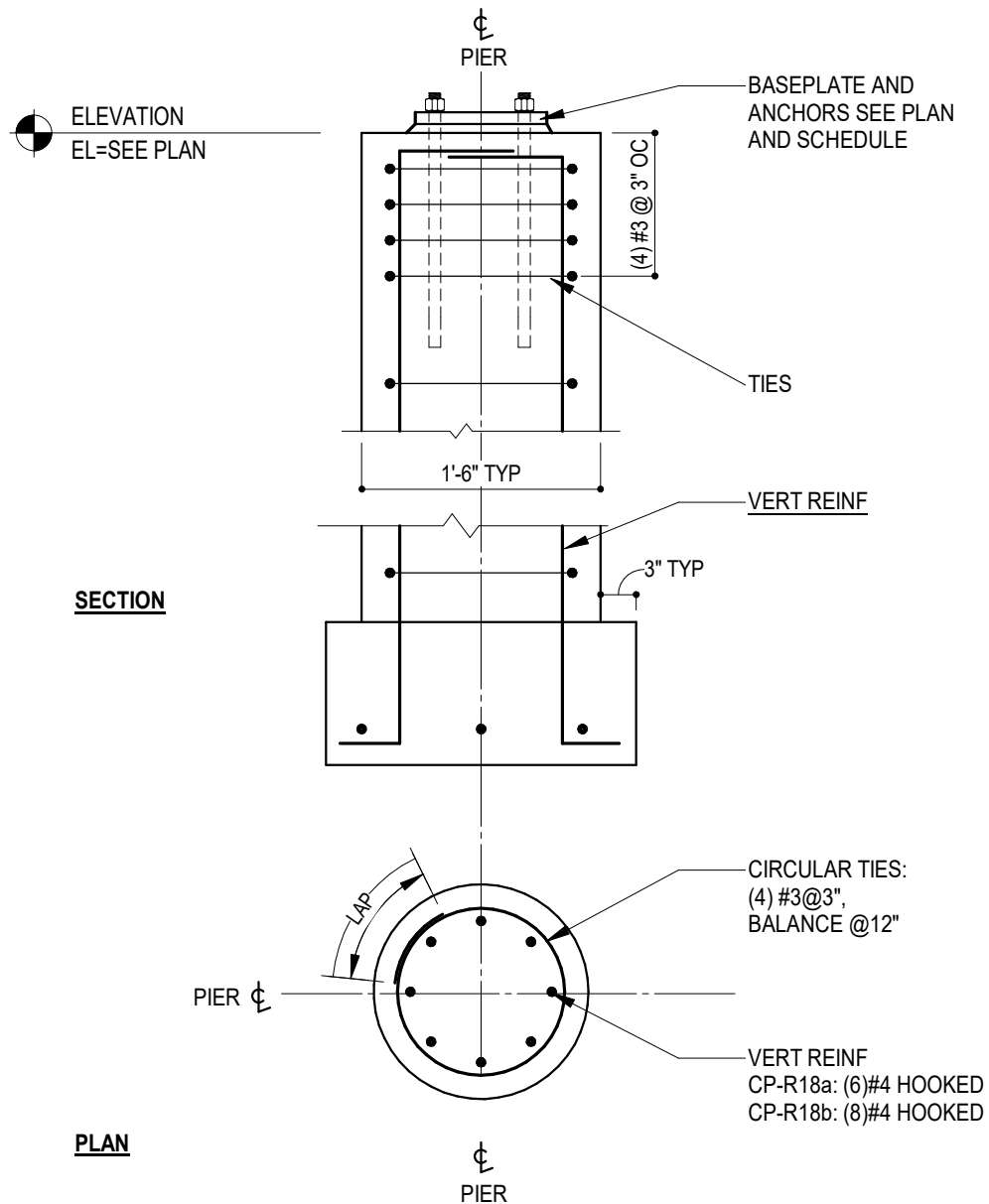
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Sheet Title
FOUNDATION
PLAN

Category Sheet
S-1.0

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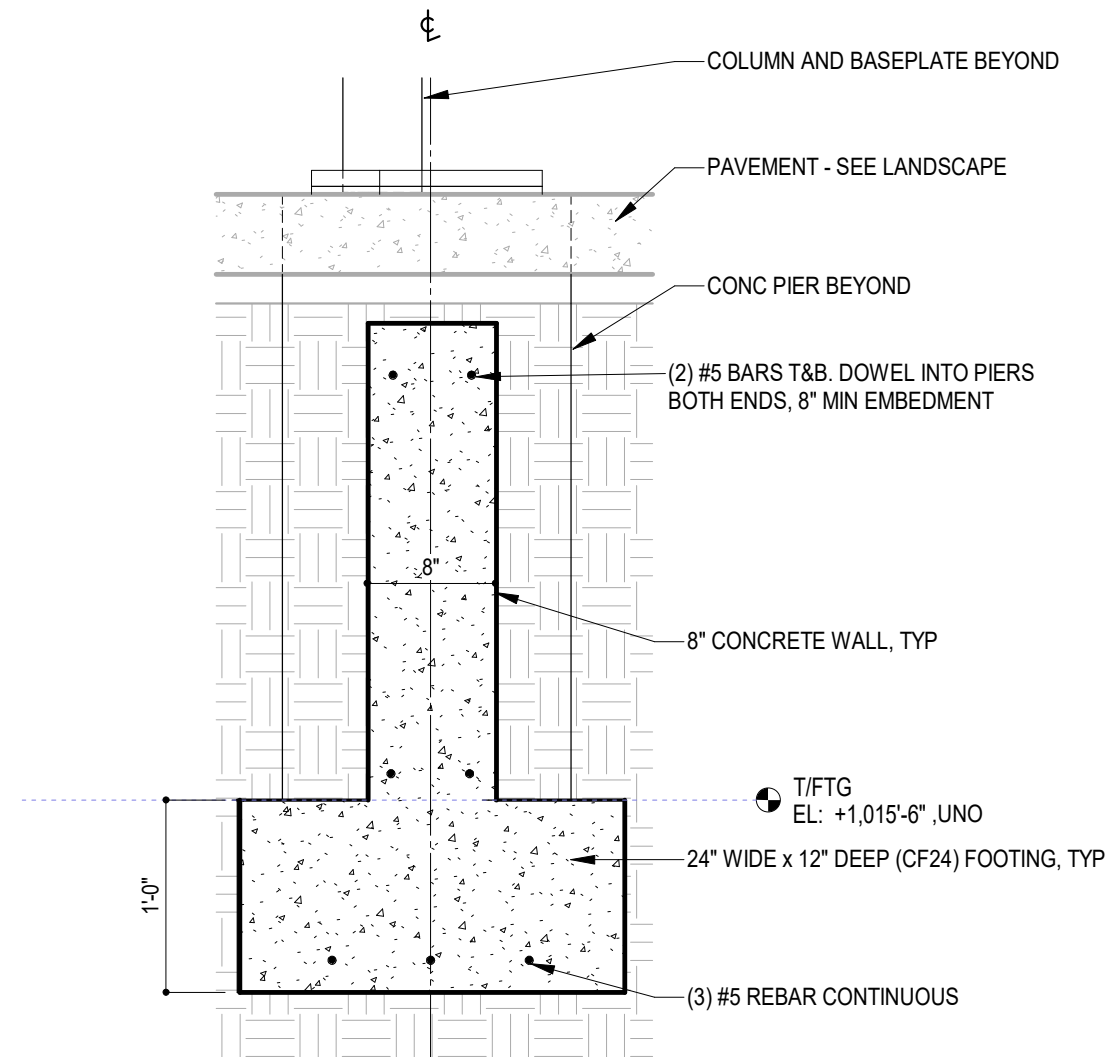
2 TYP CIRCULAR PIER CONC

SCALE: 3/4" = 1'-0"

SPREAD FOOTING SCHEDULE						
FOOTING MARK	FOOTING SIZE			REINFORCING		NOTES
	WIDTH	LENGTH	DEPTH	LONG BARS	SHORT BARS	
F4	4'-0"	4'-0"	12"	(5) # 5	(5) # 5	REINFORCING T&B

FOOTING SCHEDULE NOTES

1. FOOTINGS DESIGNED FOR NET ALLOWABLE BEARING CAPACITY OF 1,500 PSF TO BE VERIFIED BY GEOTECHNIC CONSULTANT. PROVIDE IN-SITU COMPACTION TESTS AT BOTTOM OF ALL NEW FOOTING TO VERIFY THIS VALUE PRIOR TO FOOTING



1 TYP FOUNDATION DETAIL @ WALL

SCALE: 1" = 1'-0"

BASE PLATE SCHEDULE			
MARK	PLATE SIZE (THK x L x W)	ANCHOR BOLTS	NOTES
BP1	1"x11"x11"	(4) 3/4" DIA EPOXY ANCHORS, 12" MIN EMBEDMENT	COLUMN ECCENTRIC AT BASEPLATE
BP2	1"x11"x11"	(4) 3/4" DIA EPOXY ANCHORS, 16" MIN EMBEDMENT	COLUMN CENTERED AT BASEPLATE

CONT WALL FOOTING SCHEDULE					
MARK	FTG WIDTH	FTG DEPTH	BOTTOM BARS		NOTES
			LONG	TRANSVERSE	
CF24	2'-0"	1'-0"	3 #5	-	-

NOTE: FOOTINGS ARE DESIGNED FOR NET ALLOWABLE BEARING CAPACITY OF 1,500 PSF TO BE VERIFIED BY GEOTECHNIC CONSULTANT. PROVIDE IN-SITU COMPACTION TESTS AT BOTTOM OF ALL NEW FOOTING TO VERIFY THIS VALUE PRIOR TO FOOTING.

Veterans Memorial Monument

Grinnell, Iowa

Project Leader/Landscape Architect:

RITLAND-KUIPER
Landscape Architects
501 Sycamore Street, Mezz. A
Waterloo, Iowa 50703
Phone: 319-233-8090

Civil Engineer/Surveyor:

Clapsaddle-Garber Associates
16 East Main Street
Marshalltown, IA 50158
Phone: 641-752-6701

Monument Artist:

JTL Workshop
3633 Hwy 146
Grinnell, IA 50112
Phone: 515-229-6626

Monument Design and Fabrication:

Vector Custom Fabricating
2118 W. Fulton Street
Chicago, Illinois 60612
Phone: 312-421-5161

Electrical & Lighting Engineer:

MODUS Engineering
214 East 4th Street
Waterloo, Iowa 50703
Phone: 319-235-0650

Structural Engineer:

Goodfriend Magruder Structure LLC
53 W Jackson Blvd. Suite 340
Chicago, Illinois 60604
Phone: 312-265-2643

Issued No.	Date	Description
	07/15/25	100% IFC

Issue Date : 07/15/25	Designed By :
Drawn By :	Reviewed By :

Sheet Title
TYPICAL
DETAILS

Category Sheet

S-3.0

Central Park Veterans Monument and Plaza

Grinnell, Iowa

Bid Form

08/12/25

No.	Description	Unit	Plan Quantity	Engineers Estimate		Home Revisions LLC		Caliber Concrete LLC		Jasper Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 5,400.00	\$ 5,400.00	\$ 25,500.00	\$ 25,500.00	\$ 52,000.00	\$ 52,000.00
2	Perimeter Construction Safety Fence	LF	750	\$ 7.50	\$ 5,625.00	\$ 7.40	\$ 5,550.00	\$ 5.00	\$ 3,750.00	\$ 6.00	\$ 4,500.00
3	Removal of Wall Feature	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	Clearing & Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 11,475.00	\$ 11,475.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00
5	Earthwork	CY	455	\$ 15.00	\$ 6,825.00	\$ 105.50	\$ 48,002.50	\$ 10.00	\$ 4,550.00	\$ 22.00	\$ 10,010.00
6	Topsoil (6" Strip, Salvage, Respread/Waste)	CY	585	\$ 25.00	\$ 14,625.00	\$ 25.64	\$ 14,999.40	\$ 10.00	\$ 5,850.00	\$ 18.00	\$ 10,530.00
7	Removal of Sidewalk and Brick Pavers	SY	690	\$ 15.00	\$ 10,350.00	\$ 17.39	\$ 11,999.10	\$ 11.00	\$ 7,590.00	\$ 15.00	\$ 10,350.00
8	Removal of Curb & Gutter	LF	30	\$ 25.00	\$ 750.00	\$ 104.16	\$ 3,124.80	\$ 9.00	\$ 270.00	\$ 35.00	\$ 1,050.00
9	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00
10	Wattles Installation, 12"	LF	335	\$ 4.00	\$ 1,340.00	\$ 9.00	\$ 3,015.00	\$ 3.50	\$ 1,172.50	\$ 3.50	\$ 1,172.50
11	Wattles Removal	LF	335	\$ 3.00	\$ 1,005.00	\$ 1.50	\$ 502.50	\$ 1.00	\$ 335.00	\$ 1.00	\$ 335.00
12	Inlet Protection Device, Installation	EA	3	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00	\$ 175.00	\$ 525.00	\$ 175.00	\$ 525.00
13	Inlet Protection Device, Maintenance	EA	3	\$ 250.00	\$ 750.00	\$ 150.00	\$ 450.00	\$ 35.00	\$ 105.00	\$ 1.00	\$ 3.00
14	Removal of Type A Sign	EA	4	\$ 250.00	\$ 1,000.00	\$ 350.00	\$ 1,400.00	\$ 50.00	\$ 200.00	\$ 1.00	\$ 4.00
15	Storm Intake, SW-511	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
16	Storm Sewer Manhole Adjustment and Top	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 625.00	\$ 625.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
17	Storm Sewer Pipe, HDPE, 15"	LF	25	\$ 100.00	\$ 2,500.00	\$ 225.00	\$ 5,625.00	\$ 100.00	\$ 2,500.00	\$ 175.00	\$ 4,375.00
18	Curb & Gutter, 2.5' wide, 6"	LF	30	\$ 52.50	\$ 1,575.00	\$ 46.00	\$ 1,380.00	\$ 50.00	\$ 1,500.00	\$ 55.00	\$ 1,650.00
19	PCC Sidewalk, Standard 6"	SY	342	\$ 65.00	\$ 22,230.00	\$ 74.00	\$ 25,308.00	\$ 95.75	\$ 32,746.50	\$ 85.00	\$ 29,070.00
20	PCC Sidewalk, Dark Gray, 6"	SY	232	\$ 75.00	\$ 17,400.00	\$ 81.00	\$ 18,792.00	\$ 139.05	\$ 32,259.60	\$ 135.00	\$ 31,320.00
21	PCC Sidewalk, Tan, 6"	SY	169	\$ 75.00	\$ 12,675.00	\$ 81.00	\$ 13,689.00	\$ 116.26	\$ 19,647.94	\$ 130.00	\$ 21,970.00
22	Subgrade Preparation, 6"	SY	1894	\$ 5.00	\$ 9,470.00	\$ 13.91	\$ 26,345.54	\$ 2.30	\$ 4,356.20	\$ 3.00	\$ 5,682.00
23	Granular Subbase, 6"	SY	1894	\$ 15.00	\$ 28,410.00	\$ 17.41	\$ 32,974.54	\$ 18.72	\$ 35,455.68	\$ 16.00	\$ 30,304.00
24	Brick Paving with Concrete Base New	SF	9842	\$ 17.00	\$ 167,314.00	\$ 39.50	\$ 388,759.00	\$ 34.91	\$ 343,584.22	\$ 23.50	\$ 231,287.00
25	Brick Paving Reinstallation	SF	517	\$ 8.00	\$ 4,136.00	\$ 25.00	\$ 12,925.00	\$ 19.14	\$ 9,895.38	\$ 16.00	\$ 8,272.00
26	Concrete Stairs	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 8,200.00	\$ 8,200.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
27	Steel Handrail	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 7,100.00	\$ 7,100.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
28	Veterans Monument Footing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 20,800.00	\$ 20,800.00	\$ 28,300.00	\$ 28,300.00
29	Security Cameras, Pole, and Wiring	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 16,250.00	\$ 16,250.00	\$ 25,000.00	\$ 25,000.00	\$ 17,900.00	\$ 17,900.00
30	Type LA Monument Light Fixtures	LS	1	\$ 55,440.00	\$ 55,440.00	\$ 152,375.00	\$ 152,375.00	\$ 3,030.00	\$ 3,030.00	\$ 101,000.00	\$ 101,000.00
31	LA CBX Power Supplies	LS	1	ADD 1 Removed			\$ -	\$ 7,725.00	\$ 7,725.00	\$ 7,500.00	\$ 7,500.00
32	Type SB Monument Light Fixtures	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 4,462.50	\$ 35,700.00	\$ 1,440.00	\$ 11,520.00	\$ 1,400.00	\$ 11,200.00
33	Type SA Site Light Fixtures	EA	3	\$ 6,300.00	\$ 18,900.00	\$ 8,100.00	\$ 24,300.00	\$ 6,280.00	\$ 18,840.00	\$ 6,100.00	\$ 18,300.00
34	Lightening Protection System for Monument	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 6,125.00	\$ 6,125.00	\$ 8,240.00	\$ 8,240.00	\$ 8,000.00	\$ 8,000.00
35	Lighting Controls System	LS	1	\$ 3,675.00	\$ 3,675.00	\$ 6,000.00	\$ 6,000.00	\$ 2,935.00	\$ 2,935.00	\$ 2,850.00	\$ 2,850.00
36	Electrical Enclosure	LS	1	\$ 4,725.00	\$ 4,725.00	\$ 6,875.00	\$ 6,875.00	\$ 6,695.00	\$ 6,695.00	\$ 6,500.00	\$ 6,500.00
37	Lighting Branch Circuits	LS	1	\$ 5,250.00	\$ 5,250.00	\$ 24,550.00	\$ 24,550.00	\$ 33,475.00	\$ 33,475.00	\$ 32,250.00	\$ 32,250.00
38	Stabilized Construction Entrance	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 6,800.00	\$ 6,800.00	\$ 1,545.00	\$ 1,545.00	\$ 2,000.00	\$ 2,000.00
39	Repair of Existing Irrigation System	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,125.00	\$ 8,125.00	\$ 10,000.00	\$ 10,000.00	\$ 1.00	\$ 1.00
40	Miscellaneous Removals	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,300.00	\$ 2,300.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
41	Lawn Seeding	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,625.00	\$ 10,625.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
Total Construction Cost Based on Unit Prices				\$ 537,570.00		\$ 957,066.38		\$ 708,598.02		\$ 728,210.50	
Total Construction Cost Provided on Bid Form						\$ 925,853.88		\$ 708,598.02		\$ 728,210.50	
Difference (Calculation Error)						\$ 31,212.50		\$ -		\$ -	

- Yellow items indicate differences in unit price multiplication with units from total provided
- Green items indicate significant departure from expected cost and probable error
- Orange items were estimated significantly lower by Engineer



IOWA HIGHWAY 146 (R.O.W. VARIES)

CONSTRUCTION NOTE:

CONSTRUCTION FENCING TO BE INSTALLED AROUND ENTIRE CONSTRUCTION SITE. COORDINATE WITH OWNER FOR FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

LAYOUT NOTES:

1. PLAN PREPARED FROM AN ALTAIRCSM LAND TITLE SURVEY BY: -
2. CURBS ARE DIMENSIONED TO FACE OF CURB.
3. CONVENIENCE STORE AND ISLAND COMPLEXES ARE LOCATED FROM THE NORTHWEST PROPERTY CORNER AND ALIGNED PARALLEL PERPENDICULAR TO THE WEST PROPERTY LINE UNLESS OTHERWISE INDICATED ON THIS PLAN.
4. UNLESS SHOWN OTHERWISE ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS, AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES. CONTROL JOINT MINIMUM DISTANCES: WALKS: 8' O.C., ALL OTHERS: 10' O.C. SAW CUT CONTROL JOINTS MINIMUM ONE-QUARTER CONCRETE THICKNESS. EXPANSION JOINT MAXIMUM DISTANCES: WALKS: 24' O.C., ALL OTHERS: 40' O.C. DOWEL ALL EXPANSION JOINTS: MAXIMUM 24" O.C.
5. CONCRETE IN ISLAND COMPLEX SHALL BE SMOOTH BROOM FINISHED.
6. EXTERIOR CONCRETE SURFACES TO BE SEALED. CONCRETE SEALER: APR 15 - OCT 31 USE: TK-550V NOV 1 - DEC 31 USE: TK-280
7. EXPANSION JOINTS SHALL BE DECK-O-FOAMED AND CAULKED WITH SLI

SITE DATA:

ZONING DISTRICT:	C-1 GENERAL COMMERCIAL
TOTAL SITE AREA:	236,606 SF
EX. IMPERVIOUS:	10%
EX. PERVIOUS:	100%
PARKING REQUIREMENTS:	200 / 9,176 = 46
PARKING REQUIRED:	35 STALLS + 15 TRUCK +
PARKING PROVIDED:	20 SRV. PNTS + DIESEL
BUILDING HEIGHTS:	24' 0"
CONVENIENCE STORE:	20' 0"
BUILDING SETBACKS:	
FRONT:	25' 0"
REAR:	0'
SIDE:	0'
PROPOSED GREEN AREA:	99,260 SF
PROPOSED HARD COVER:	141,545 SF
PAVED AREA:	132,160 SF
BUILDING AREA:	9,176 SF



Know what's below.
Call before you dig.



SCALE: 1" = 30'

DATE: 2/11/17

SHEET: 11 OF 17

PROJECT: 1786

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LACROSSE, WI 54602-2107
PH: (608) 781-8988
FAX: (608) 781-8980

4205 Lancaster Lane North Suite 113
Plymouth, Wisconsin 53441
763.383.8400
insites.com

SITE DIMENSION PLAN

CONVENIENCE STORE 1786

GRINNELL, IOWA

NO.	DATE	DESCRIPTION
1	08/14/15	INTERNAL REVIEW
2	08/14/15	CITY SUBMITTAL
3	08/14/15	COMMENTS

DESIGN BY: _____ SCALE: _____ GRAPHIC: _____

PROJ. NO.: _____ DATE: 2/11/17

SHEET: **C181**



GRINNELL PLANNING COMMITTEE REGULAR SESSION MEETING
MONDAY, AUGUST 18, 2025, AT 6:15 PM
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM
[HTTPS://ZOOM.US/J/91912125810?PWD=CUPJAYT654PMFRH3XI5TRR
SZYNSKXG.1](https://zoom.us/j/91912125810?pwd=CUPJAYT654PMFRH3XI5TRR5ZYN5KXG.1)

MEETING ID: 919 1212 5810
PASSCODE: 411460

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Consider approval of an Urban Renewal Joint Agreement with Poweshiek County.

D. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

E. Adjourn:

URBAN RENEWAL JOINT AGREEMENT

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, counties have certain urban renewal powers; and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property which is located inside or within two miles of the boundaries of a city only if the county and city have entered into a joint agreement with respect to such exercise of powers; and

WHEREAS, the Board of Supervisors of Poweshiek County (the “County”) intends to amend the urban renewal plan for the Poweshiek County Road Improvement Urban Renewal Area (the “Urban Renewal Area”) to include the real property described as shown on Exhibit A hereto (the “2025 Addition Property”); and

WHEREAS, a portion of the 2025 Addition Property is situated within and/or within two miles of the boundaries of the City of Grinnell, Iowa (the “City”); and

WHEREAS, the Board of Supervisors of the County has requested that the City enter into a joint agreement in order to enable the County to exercise urban renewal powers with respect to the 2025 Addition Property;

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. The County may include the 2025 Addition Property in the Urban Renewal Area and exercise its urban renewal powers thereon pursuant to Chapter 403 of the Code of Iowa.

Section 2. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown below.

POWESHIEK COUNTY, IOWA

By _____
Chairman, Board of Supervisors

Attest:

County Auditor

Date: _____

CITY OF GRINNELL, IOWA

By _____
Mayor

Attest:

City Clerk

Date: _____

EXHIBIT A
Legal Description
2025 Addition to Poweshiek County Urban Renewal Area

Certain real property situated in Poweshiek County, State of Iowa, more particularly described as follows:

All of the public right-of-way of 390th Avenue, from and including its intersection with County Road T58 on the west and continuing to and including its intersection with 100th Street on the east; and

All of the public right-of-way of 520th Avenue from and including its intersection with County Road V13 on the west and continuing to and including its intersection with 180th Street on the east; and

All of the public right-of-way of 80th Street from and including its intersection with 420th Avenue on the north and continuing to and including its intersection with County Road F46 on the south; and

All of the public right-of-way of 420th Avenue from and including its intersection with 100th Street on the west and continuing to and including its intersection with US Hwy 63 on the east; and

All of the public right-of-way of County Road V13 from and including its intersection with US Hwy 63 on the west and continuing to and including its intersection with Bonham Trail on the east; and

All of the public right-of-way of Forest Home Road from and including its intersection with 500th Avenue on the west and continuing to and including its intersection with US Hwy 63 on the east; and

All of the public right-of-way of 100th Street from and including its intersection with County Road F57 on the west and continuing to and including its intersection with 500th Avenue on the east; and

All of the public right-of-way of 500th Avenue from and including its intersection with 100th Street on the north and continuing to and including its intersection with Forest Home Road on the south; and

All of the public right-of-way of 7th Street in the City of Montezuma, Iowa, from and including its intersection with Jefferson Street on the north and continuing to and including its intersection with East Main Street on the south; and

All of the public right-of-way of 8th Street in the City of Montezuma, Iowa, from and including its intersection with Jefferson Street on the north and continuing to and including its intersection with IA Hwy 85 on the south; and

All of the public right-of-way of Jefferson Street in the City of Montezuma, Iowa, from and including its intersection with 7th Street on the west and continuing to and including its intersection with 8th Street on the east; and

All of the public right-of-way of Jefferson Street in the City of Montezuma, Iowa, from and including its intersection with 8th Street on the west and continuing to and including its intersection with 10th Street on the east; and

All of the public right-of-way of 10th Street in the City of Montezuma, Iowa, from and including its intersection with Jefferson Street on the north and continuing to and including its intersection with IA Hwy 85 on the south; and

All of the public right-of-way of 4th Street in the City of Montezuma, Iowa, from and including its intersection with 484th Avenue on the north and continuing to and including its intersection with High School Drive on the south; and

All of the public right-of-way of 420th Avenue, from and including its intersection with US Hwy 63 on the west and continuing to and including its intersection with County Road V18 on the east; and

All of the public right-of-way of 370th Avenue, from and including its intersection with 40th Street on the west and continuing to and including its intersection with 80th Street on the east; and

All of the public right-of-way of 2nd Street in the City of Malcom, Iowa, from and including its intersection with Railroad Drive on the west and continuing to and including its intersection with US Hwy 63 on the east.

