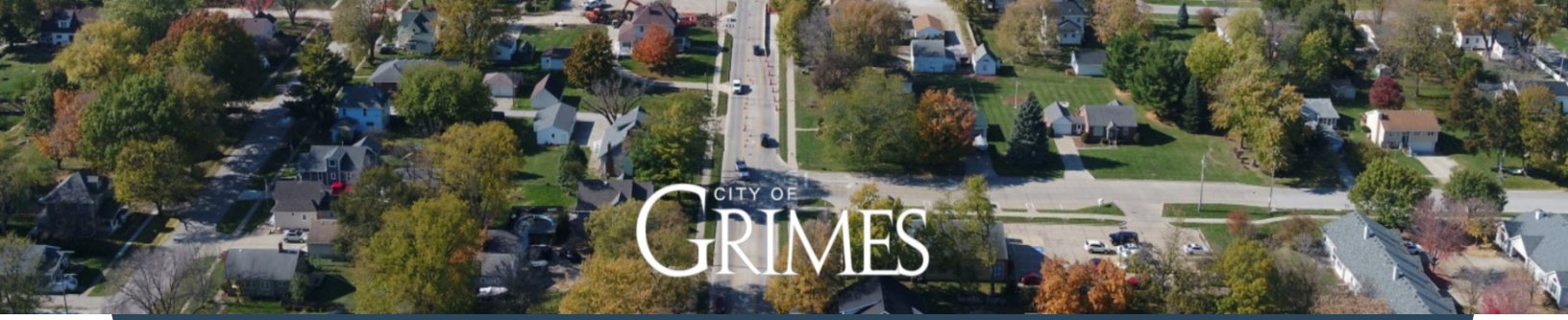

City Council Agenda

Grimes City Council
March 25, 2025 @ 5:30 PM
In Person at Grimes Community Center, 410 SE Main Street

Public Comment: If you would like to address the City Council during the Public Comment portion of the meeting, please sign up upon entrance to the meeting. Participants must be recognized by the presiding officer and must state their full name and address before addressing the City Council. The presiding officer will recognize you for 3 minutes of comment, and your microphone will be turned on. Pursuant to §21.4(2) of the Code of Iowa (2019), the City has the right to amend this agenda up until 24 hours before the posted meeting time. For any additional assistance or questions in attending the meeting, please call 515-986-3036. Meetings will be recorded.

BUSINESS MEETING AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Public Forum **(People wishing to address the Council need to sign up on the sheet which has been provided on the table near the door. Each person will be allowed three minutes from the podium and may address no more than two issues.)**
6. Approval of the Consent Agenda **(Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration)**
    a. Resolution 03-2625 Approving Previous Meeting Minutes
    b. Resolution 03-2725 Claims Report $1,756,708.74
    c. Resolution 03-2825 Approving Payments for Professional Services
        i. Foth #6 - S James Street Improvements - SE 37th St. to SE 11th St. $55,008.56
        ii. SVPA #24 - Grimes Public Safety Center $5,250.70
        iii. Weitz #11 - Grimes Public Safety Center $90,270.00
    d. Resolution 03-2925 Approving Capital Project Payment Requests
        i. 1st Interiors, Inc. #4 - Grimes Public Safety Center $86,868.95
        ii. Renda Electric #5 - Grimes Public Safety Center $57,000.00
        iii. Forrest & Associate, Inc. #4 - Grimes Public Safety Center $35,625.00

iv. Henkel Construction Company #3 - Grimes Public Safety Center $244,020.80

v. Kruck Plumbing & Heating, Inc. #8 - Grimes Public Safety Center $121,881.20

vi. Miner Hardscape #3 (Retainage) - Grimes Public Library $8,668.50

vii. Preload PA #15 - Ground Storage Reservoir $96,966.98

e. Resolution 03-3025 Approving Change Orders

i. Change Order #1 Sternquist Construction, Inc. - SE Little Beaver Dr and SE 4th St Reconstruction $1,980.00

ii. Change Order #2 1st Interiors, Inc. - Grimes Public Safety Center $2,557.00

iii. Change Order #3 DDVI - Grimes Public Safety Center $2,738.32

iv. Change Order #1 Mid-American Glazing Systems - Grimes Public Safety Center $5,026.00

f. Resolution 03-3125 Accepting 1 Prime Contract for the New Grimes Library

g. Resolution 03-3225 Approving Offer to Purchase and Agreement - Klug - SE Little Beaver Dr and SE 4th St Reconstruction

h. Resolution 03-3325 Approving Offer to Purchase and Agreement - Sterbenz - SE Little Beaver Dr and SE 4th St Reconstruction

i. Resolution 03-3425 Approving Offer to Purchase and Agreement - Johnston Charter Bank - Gateway Drive and E. 1st Street Improvements

j. Resolution 03-3525 Approving Offer to Purchase and Agreement - Grimes Plaza Partners LLC - Gateway Drive and E. 1st Street Improvements

k. Resolution 03-3625 Approving Consent and Agreement to Improvements Within Drainage Easement for Lot 38 of Heritage at Grimes Plat 4 - 1413 NE Popular Court

l. Resolution 03-3725 Approving Consent and Agreement to Improvements Within Landscape Buffer Easement for Lot 4 of Willow Hills Plat 2 - 1188 NW 28th Street

m. Resolution 03-3825 Approving Consent and Agreement to Improvements Within Storm and Overland Flowage Easement for Lot 100 of Beaverbrooke West Plat Eight - 1705 NW Prairie Creek Drive

n. Resolution 03-3924 Setting Date of Public Hearing (04-22-2025, 5:30 PM) to Consider Amending Provisions in the Code of Ordinance Title 11 Building Regulations Amendment Regarding 11-6 Fire Code, 11-7 Plumbing Code, 11-9 Mechanical Code, and 11-10 Electrical Code.

o. Resolution 03-4025 Approving Personnel Transactions

ACTION ITEMS

1. Merkle Retirement Planning Addition Site Plan Amendment
2. TMJ Roofing Phase 2 Site Plan Amendment
3. Ordinance 796 Amending Recyclable Materials and Solid Waste Fees
   a. Public Hearing for Ordinance 796 Amending Recyclable Materials and Solid Waste Fees
   b. First Consideration of Ordinance 796 Amending Recyclable Materials and Solid Waste Fees
4. Ordinance 797 Hope Horizon PUD Rezone
   a. Public Hearing on Ordinance 797 Hope Horizon PUD Rezone

b. First Consideration of Ordinance 797 Hope Horizon PUD Rezone

5. Ordinance 798 Amending Grimes Code of Ordinances Title 12 Zoning Regulations Regarding Regulations Associated with Vehicle Sales and Accessory Buildings
   a. Public Hearing on Ordinance 798 Amending Grimes Code of Ordinances Title 12 Zoning Regulations Regarding Regulations Associated with Vehicle Sales and Accessory Buildings
   b. First Consideration of Ordinance 798 Amending Grimes Code of Ordinances Title 12 Zoning Regulations Regarding Regulations Associated with Vehicle Sales and Accessory Buildings
6. Proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000
   a. Public hearing on proposal to enter into General Obligation Loan Agreement in a principal amount not to exceed $9,510,000
   b. Resolution 03-4125 taking additional action on proposal to enter into a General Obligation Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay General Obligation Corporate Purposed Bonds, Series 2025A
7. Proposal to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000
   a. Public hearing on proposal to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000
   b. Resolution 03-4225 taking additional action to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000
8. Resolution 03-4325 Heart of Iowa Regional Transit Agency Funding Agreement with the City of Grimes
9. Staff Reports
10. Mayor and City Council Reports
11. Adjournment

RESOLUTION 03-2625 APPROVING PREVIOUS MEETING MINUTES

Grimes Resolution No. 03-2625

WHEREAS, the City Clerk shall keep minutes of all City Council meetings;

WHEREAS, the minutes according to Iowa Code Section 21.3 are required to show the date, time and place, the members present, and the action taken at each meeting;

WHEREAS, the minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present;

WHEREAS, Iowa Code Section 372.13(6) requires that within 15 days following a regular or special meeting the Council, the clerk shall cause the minutes to the proceedings of the Council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that:

1. The minutes of the previous meeting are hereby approved as presented.
2. The City Clerk shall ensure that the approved minutes are properly recorded and maintained as part of the official records of the City of Grimes.
3. The city Clerk shall also ensure compliance with all application publication and record-keeping requirements as outlined in Iowa law.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CITY COUNCIL MEETING
Tuesday, March 11, 2025

The Grimes City Council Meeting was held in-person. The meeting was called to order by Mayor Scott Mikkelsen, March 11, 2025, at 5:33 p.m. at the Grimes Community Complex, 410 SE Main Street, Grimes, Iowa.

BUSINESS MEETING AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

   Present: Mayor: Scott Mikkelsen, Council Members: Eric Johansen (via Zoom), Andrew Borcherding (via Zoom), Ryan Burger (via Zoom), David Gisch
   Absent: Laurie DePhillips

4. Approval of Agenda

   Mayor Mikkelsen asked for approval of the agenda.
   Moved by Johansen, Second by Burger, to approve the agenda.
   Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

5. Public Forum

   No speakers addressed the Council during Public Forum.

6. Approval of the Consent Agenda

   a. Resolution 02-2425 Approving Previous Meeting Minutes
   b. Resolution 02-25 Claims Report $1,798,702.07
   c. Receiving and Filing Reports
      i. Finance Report for February 2025
   d. Resolution 03-0325 Accepting Public Improvements in the James Pointe Townhomes Site Plan
   e. Resolution 03-0425 Approving Purchase Agreement - Brelsford Properties LLC -Gateway Drive and E. 1st Street Improvements
   f. Resolution 03-0525 Approving Consent and Agreement to Improvements Within Overland Flowage Easement for Lot 1 of Willow Hills Plat 1 - 2725 NW Brookside Drive
   g. Resolution 03-0625 Approving State of Iowa Alcohol Licenses
   h. Resolution 03-0725 setting the date for public hearing to consider amending Grimes Code of Ordinances regarding the amount charged under section 9-15-6(1) for collection of recyclable materials, and section 9-13-9(1) for collection of solid waste.
   i. Resolution 03-0825 Approving Veterans Exhibit Sculpture Sponsorship Agreement
   j. Resolution 03-0925 Approving Payments for Professional Services
      i. Confluence, Inc. Invoice #8 - Lions Park - Phase One $8,098.56
      ii. OPN Architects, Inc. Invoice #6 - Grimes Public Administration Building $23,638.63

iii. Snyder & Associates, Inc. Invoice #1 - NE Gateway Drive Permanent Traffic Signal $17,206.00

iv. Snyder & Associates, Inc. Invoice #3 - NE Gateway Dr. Temporary Traffic Signal$23,870.78

v. Snyder & Associates, Inc. Invoice #8 - 2022-2025 On-Call Traffic Planning & Engineering Services $8,111.75

vi. Snyder & Associates, Inc. Invoice #16 - Traffic Signal Network Communication Project $7,773.50

vii. Snyder & Associates, Inc. Invoice #25 - NE Destination Dr. & NE Beaverbrooke Blvd. Improvements $8,053.10

k. Resolution 03-1025 Approving Capital Project Payment Requests

i. Rognes Corporation PA #19 - WRA Grimes Connector - Contract 3 $4,179.00

ii. Rognes Corporation PA #20 (Retainage) - WRA Grimes Connector - Contract 3 $42,711.94

l. Resolution 03-1125 Approving Change Orders

i. Change Order #4 Rognes Corporation - WRA Grimes Connector - Contract 3 $4,200.00

m. Resolution 03-1225 Approving Lease Agreement - Verizon Wireless - Hy-Vee Multi-Plex Cell Tower

n. Resolution 03-1325 Approving Offer to Purchase and Agreement - McDonalds - E 1st and Gateway Drive Improvements

o. Resolution 03-1425 Approving Development Agreement - Mid-American Energy - NE Destination Drive Extension

p. Resolution 03-1525 Accepting the WRA Grimes Connector - Contract 3

q. Resolution 03-1625 Setting the date for public hearing and additional action on proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000

r. Resolution 03-1725 To fix a date of meeting at which it is proposed to take action for the issuance of not to exceed $3,560,000 General Obligation Local Option Sales Tax Bonds

s. Resolution 03-1825 Supporting Arbor Day in the City of Grimes

t. Resolution 03-1925 Renewing Contract of Cemetery Lawn Care Services and Chemical Application

u. Resolution 03-2025 to Approve Amendment to Lease Agreement with T-Mobile

v. Resolution 03-2125 Approving Offer to Purchase and Agreement - DeYoung - SE Little Beaver Dr and SE 4th St Reconstruction

w. Resolution 03-2225 2023 CIPP Lining Program Construction Contract Settlement Agreement

Mayor Mikkelsen asked for approval of the consent agenda.
Moved by Gisch, Second by Borcherding, to approve the consent agenda.
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

ACTION ITEMS

1. Resolution 03-2325 Approving Final Plat of Legacy at James Street Plat 2 and Certain Related Easements and Agreements

Assistant Planner Hoodjer provided details of the final plat. Staff recommends approval subject to remaining comments.

Mayor Mikkelsen asked for approval of Final Plat of Legacy at James Street Plat 2 and Certain Related Easements and Agreements
Moved by Gisch, Second by Johansen, to approve Final Plat of Legacy at James Street Plat 2 and Certain Related Easements and Agreements
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

2. Third Consideration Ordinance 794 Founders Glen PUD Rezone

Senior Planner Martin outlined the ordinance amendment and stated that no changes have been made since the first and second considerations. Staff recommends approval.

Mayor Mikkelsen asked for approval of Third Consideration of Ordinance 794 Founders Glen PUD Rezone
Moved by Johansen, Second by Gisch, to approve Third Consideration of Ordinance 794 Founders Glen PUD Rezone
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

Moved by Gisch, Second by Johansen, to approve Final Passage of Ordinance 794 Founders Glen PUD Rezone
Roll Call: Ayes: All. Nays: None. Motion passes: 4 - 0.

3. Third Consideration Ordinance 795 Harvest Pointe PUD Rezone

Senior Planner Martin gave a summary of the ordinance amendment and stated that no changes have been made since the first and second considerations. Staff recommends approval.

Council Member Johansen left the meeting at 5:42 p.m.

Mayor Mikkelsen asked for approval of Second Consideration of Ordinance 795 Harvest Pointe PUD Rezone
Moved by Gisch, Second by Borcherding, to approve Second Consideration of Ordinance 795 Harvest Pointe PUD Rezone
Roll Call: Ayes: All. Nays: None. Motion passes: 3 - 0.

Moved by Gisch, Second by Borcherding, to approve Final Passage of Ordinance 795 Harvest Pointe PUD Rezone
Roll Call: Ayes: All. Nays: None. Motion passes: 3 - 0.

4. Staff Report

No report given.

5. Mayor and City Council Report

No report given.

6. Adjournment

There being no further business, the meeting was adjourned at 5:43 p.m.
Motion by Gisch, Second waived to adjourn.
Roll Call: Ayes: All; Nays: None; Motion passes: 3 - 0.

ATTEST:

Rachel Greving, City Clerk	Scott Mikkelsen, Mayor

RESOLUTION 03-2725 CLAIMS REPORT $1,756,708.74

Grimes Resolution No. 03-2725

WHEREAS, the Finance Department prepares a list of authorized expenditures to be approved by the Grimes City Council;

WHEREAS, the attached (exhibit A) have been reviewed as being justified and properly due and made in accordance to city guidelines;

WHEREAS, the listing has been prepared and reviewed by the Finance Department Staff and is being submitted to the City Council for approval;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend approval of the attached (Exhibit A) expenditures.

PASSED and APPROVED on March 25, 2025.

_____

Scott Mikkelsen, Mayor

Attested:

_____

Rachel Greving, City Clerk

City of Grimes Claims 3.25.25

IOWA ASSN OF BUILDING OFFICALS	2025 MEMBERSHP-TIBBLES/KAMM/BRITTENSN	$	135.00
EOCENE ENVIRONMENTAL GROUP	MONTHLY GRANT WRITING SERVICE	$	1,080.00
A TECH INC.	FIRE MONITORING - ASR/RO PLANT	$	239.85
ALLENDER BUTZKE ENGINEERS	CITY ADMIN BUILDING PROJECT	$	6,590.00
EUROFINS TESTAMERICA	STATE LABS-DRINKING WATER	$	358.00
BAKER & TAYLOR	LIBRARY MATERIALS	$	1,286.17
BASCOM TRUCK	S203 MAINTENANCE	$	2,051.53
BLACK HILLS ENERGY	GAS	$	3,183.68
BOMGAARS	SUMP PUMP/SUPPLIES/BOOTS-PW/PLEX/PARKS	$	800.21
BONNIE'S BARRICADES	TRAFFIC CONTROL-WATER VALVE REPAIR	$	127.80
CAPITAL CITY EQUIP. CO.	SUPPLIES - PW	$	280.60
CAPITAL SANITARY SUPPLY	PAPER PRODUCTS - LIBRARY	$	392.78
CENTRAL IOWA PEST	PEST CONTROL-WATER PLANT	$	120.00
CITY OF DES MOINES	WRA APRIL 2025	$	227,063.90
COLLECTION SERVICES CENTER	CHILD SUPPORT	$	957.68
CORE & MAIN	CHEMICAL REAGENTS/REPLACEMENT PARTS	$	1,781.72
DALLAS COUNTY NEWS, INC.	SUBSCRIPTION RENEWAL-LIBRARY	$	44.14
DELL MARKETING L.P.	LATITUDE 5550 LAPTOPS/DELL DOCKS-IT	$	10,428.84
DEMCO	LIBRARY SUPPLIES	$	902.30
FAREWAY STORES, INC.	EARLY OUT SNACKS -PARKS	$	17.31
EXCEL MECHANICAL CO	REPLACE HEAT EXCHANGE/INSP-WATER PLANT	$	4,068.96
CFI SALES	P304 TIRES	$	605.58
GRAINGER	HYDRANT PARTS	$	42.18
GRIMES ASPHALT AND PAVING	COLD MIX ASPHALT	$	469.65
GRIMES CHAMBER & ECONOMIC	JAN/FEB/MAR 2025 ALLOCATION	$	56,792.65
HAWKEYE TRUCK EQUIPMENT	SUPPLIES - PW	$	107.73
HAWKINS INC.	WATER CHEMICALS	$	15,038.32
HILLYARD	DOG WASTE TRASH CAN LINERS	$	644.25
RELIANT FIRE APPARATUS	REPAIR TO 1999 ENGINE	$	878.75
IOWA DEPT OF REVENUE	WH TAX/FEBRUARY SALES TAX	$	19,789.95
INTEGRATEDPRINT SOLUTIONS	A/P CHECKS	$	326.16
IMFOA	4/1/25-3/31/26 DUES - STEELE/THORNBURG	$	70.00
IPERS	IPERS- REGULAR	$	70,068.34
IOWA SIGNAL INC	MULTI LOCATIONS-SIGNAL REPAIRS	$	1,768.00
KLINE ELECTRIC INC	FUEL CLOUD/STREET LIGHTS - REPAIRS	$	1,391.10
LEAF	COPIER CONTRACT - PARKS	$	87.72
MAIL SERVICES	UB MONTHLY STATEMENTS/DISCONNECTS	$	3,728.97
MEDIACOM	CITY HALL TV	$	80.59
MACQUEEN EQUIPMENT	SWEEPER MAINTENANCE	$	130.35
MIDWEST WHEEL COMPANIES	STROBE KITS - PW	$	360.06
MIDAMERICAN ENERGY	ELECTRIC	$	41,716.66
MLC	QUICKLIME	$	9,345.93
NICHOLS EQUIPMENT LLC	EQUIP RENTAL-BRIDGE CREEK CULVERT	$	3,690.75

O'REILLY AUTO PARTS	OIL/FILTER/ANTIFRZE/SUPPLIES-DS/PW/PARKS	$	272.68
OFFICE DEPOT	OFFICE SUPPLIES - PW	$	16.72
TOMPKINS INDUSTRIES INC.	S208 SUPPLIES	$	354.90
UNIQUE MANAGEMENT SERVICE	COLLECTION SERVICES-LIBRARY	$	93.20
UNITED CONTRACTORS, INC	BACKFILL CONCRETE	$	362.32
US WATER	FEBRUARY 2025 SERVICES	$	50,402.80
CINTAS FIRST AID & SAFETY	LIFELINE AED AGREEMTS - PARKS/PLEX	$	571.50
ULINE	TRASH CAN LINERS/MAT-PARKS/PLEX	$	2,023.61
VERIZON WIRELESS	CITY CELL PHONE/HOT SPOT/IPADS	$	607.66
WD DOOR	SOUTH OVERHEAD DOOR REPAIR-PW	$	761.50
CONTRACTOR SOLUTIONS	EQUIP RENTAL-VALVE REPAIR-PW	$	981.26
ELM USA	DISC BUFFER-LIBRARY	$	25.00
CENTURY LINK	3/10-4/9/25 PHONE SERVICES	$	1,793.36
INFOMAX OFFICE SYSTEMS, INC	COPIER CONTRACT - LIBRARY	$	275.99
INDUSTRIAL CHEM LABS	ROOT BE GONE - PW	$	146.88
EFTPS	FED/FICA TAX	$	52,125.26
CSG FORTE PAYMENTS, INC	CC FEES - UB/PARKS/PLEX/GCC	$	6,185.55
DES MOINES WATER WORKS	CIWW FEB 25 CONSUMPTION	$	75,399.76
BEELINE + BLUE	SCANNING PROJECT- DS	$	596.20
MENARDS	MAILBOX/DRYWALL/SUPPLIES-PW/PARKS/LIB	$	589.43
BULK TRANSPORT CO EAST	DELIVERY OF LIME-CIWW	$	2,307.04
SHOWCASES	DVD CASE/SLEEVES - LIB	$	308.88
VOYA	DEFER COMP PRE	$	4,099.70
FOTH INFRASTRUCTURE & ENV	S JAMES ST IMPROVEMENTS #6	$	55,008.56
AIG	DEFER COMP ROTH	$	790.50
HORACE MANN	DEFER COMP ROTH	$	500.00
MASSMUTUAL	DEFER COMP PRE	$	2,268.00
NILLES ASSOCIATES	ON-CALL SURVEY SERVICES	$	4,183.00
LUMEN CENTURY LINK	2/12-3/11/25 PHONE SERVICE	$	173.41
ELECTRIC PUMP	ANNUAL PUMP INSPECTIONS-LS	$	3,131.00
PER MAR SECURITY SERVICES	GCC SECURITY 3/28-6/27/25	$	229.92
EBS	APRIL PREMIUMS	$	61,517.34
THE WEITZ COMPANY	GRIMES PUBLIC SAFETY CENTER #11	$	90,270.00
CENTRAL IOWA OFFICIALS	YOUTH BASKETBALL OFFICIALS	$	320.00
CITY OF GRIMES FLEX	EMPLOYEE FLEX SPENDING	$	3,841.38
FORREST & ASSOCIATE, INC	GRIMES PUBLIC SAFETY CENTER #2	$	35,625.00
CIT SEWER SOLUTIONS	SE 37TH ST LIFT STATION CLEANING	$	2,531.85
COMMONWEALTH ELECTRIC	NETWORK JACK - IT	$	5,980.00
CITY OF GRIMES HSA	EMPLOYEE FLEX SPENDING	$	498.74
PROFESSIONAL SNOWFIGHTERS	SNOWFIGHTER ASSN MEMBERSHIP-HENSLEY	$	500.00
AGRILAND FS, INC	FUEL-FD/PW/PARKS/DS	$	5,238.36
AMAZON	PEOPLE COUNTER/SUPPLIES-LIB/CH/PLEX/DS	$	1,914.00
SIDEKICK DEVELOPMENT	OWNER'S REP FEE-PUBLIC SAFETY/CITY ADMIN	$	8,000.00
SVPA ARCHITECTS	GRIMES PUBLIC SAFETY CENTER #24	$	5,250.70

PRO QUEST LLC	DATABASE RENEWAL - LIBRARY	$	1,601.49
PLAYAWAY PRODUCTS	LIBRARY MATERIALS	$	847.25
SBS SERVICES GROUP LLC	CLEANING SERVICE-RO PLANT	$	325.00
SUMMIT FIRE PROTECTION CO	FIRE EXT INSPECTION - GCC	$	1,069.50
PRELOAD LLC	GRIMES GROUND STORAGE RESEV #15	$	96,966.98
FIRST CHOICE COFFEE	COFFEE SUPPLIES-LIBRARY	$	21.10
PYE-BARKER FIRE & SAFETY	FIRE EXT INSPECT-WATER PLANT/WELL FLD	$	1,195.00
E O JOHNSON CO INC	PW COPIER OVERAGE	$	157.90
ASCENDANCE TRUCKS LLC	TELEMATICS-PW/PARKS	$	1,223.26
CLOVERLEAF	TRAINING DATABASE-LIBRARY	$	96.00
HENKEL CONSTRUCTION	GRIMES PUBLIC SAFETY CENTER #3	$	244,020.80
KRUCK PLUMBING & HEATING	GRIMES PUBLIC SAFETY CENTER #8	$	121,881.20
RENDA ELECTRIC	GRIMES PUBLIC SAFETY CENTER #5	$	57,000.00
1ST INTERIORS INC	GRIMES PUBLIC SAFETY CENTER #4	$	86,868.95
CLEANING CONNECTION INC	CARPET CLEANING-LIBRARY	$	250.00
SAUCEDO RAMON JR	MS4 PUBLIC EDUCATION-RAIN BARRELL	$	400.00
MINER HARDSCAPE	GRIMES PUBLIC LIBRARY #3 RETAINAGE	$	8,668.50
BRINDLEE MOUNTAIN FIRE AP	FEES TO SELL 1999 FIRE TRUCK	$	4,000.00
SWANSON MANDI	LARGE ITEM PICKUP STICKER REFUND	$	25.00
PAYROLL CHECKS	TOTAL PAYROLL CHECKS	$	152,973.69
	CLAIMS TOTAL	$	1,756,708.74
	GENERAL FUND	$	300,549.17
	LIBRARY FUND	$	50,782.12
	ROAD USE TAX FUND	$	28,992.46
	EMPLOYEE BENEFITS FUND	$	47,164.95
	GRIMES LIBRARY BLDG FUND	$	8,668.50
	TRAFFIC CALMING FUND	$	549.00
	ANN TRAIL IMPRV & PLAN FUND	$	1,834.00
	SE 11TH & JAMES FUND	$	55,008.56
	WATER PRODUCTION PROJECTS FUND	$	96,966.98
	FIRE STATION FUND	$	646,375.90
	THORPE AREA EXPANSION FUND	$	41.12
	CITY HALL PROJECT FUND	$	9,590.00
	EQUIP REVOLVING PROGRAM FUND	$	4,000.00
	WATER FUND	$	217,086.41
	SEWER FUND	$	275,795.51
	LANDFILL/GARBAGE FUND	$	27.11
	STORM WATER FUND	$	12,493.92
	GRIMESPLEX FUND	$	783.03
		$	1,756,708.74

AMAZON CLAIMS 3.25.2025		
Charges	**Amount**	**Description**
Admin	$ 221.62	Coffee Supplies/Clorox wipes/paper prod
Library	$ 447.47	Materials
	$ 53.20	Programming supplies
	$ 75.19	Window sign holder/HDMI cables
	$ 999.90	People counter
Parks	$ 35.00	Mouse pad/whiteboard supplies/charger
Dev Services	$ 37.84	Folders/staples
Public Works	$ 43.78	Picture frames
Total	$1,914.00	

RESOLUTION 03-2825 APPROVING PAYMENTS FOR PROFESSIONAL SERVICES

Grimes Resolution No. 03-2825

WHEREAS, the City of Grimes has identified the need to retain consultants for professional services;

WHEREAS, the consultants have agreed to provide a scope of work for the City;

WHEREAS, the consultants have completed all or portions of the scope of work and are requesting payment of those services;

WHEREAS, the requests for payments have been reviewed and approved by City staff as due and payable;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the professional payments that are listed shall be approved as submitted.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title: S James Street Improvements - SE 37th St. to SE 11th St.
Contractor: Foth Infrastructure & Environment, LLC
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 369-210-6407 ***Finance Project #***
Vendor Project or Invoice #: 23G023.00 ***PO #***
Original Contract Date: February 27, 2024 ***Vendor #*** 2972

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: January 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 1,009,000.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 1,009,000.00		
Total completed and stored to date:	$ 541,577.10			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 541,577.10		
Less previous applications for payment:		$ 486,568.54		
SUBTOTAL			$ 55,008.56	
OTHER CHARGES (Attach an itemized list)			$ -	
CURRENT PAYMENT DUE			$ 55,008.56	
Balance to finish, including retainage:		$ 467,422.90		
Contract Time Remaining (If applicable)	- WORKING DAYS			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature 3/14/2025 Date

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name

Signature Date

City of Grimes Staff Approval:

Signature 3/14/25 Date

Submit to: *Engineering Department*
E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 3/14/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 13, 2024	$ 169,883.06
2	September 24, 2024	$ 50,129.58
3	November 12, 2024	$ 45,088.00
4	November 26, 2024	$ 70,829.40
5	January 28, 2025	$ 150,638.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 486,568.54**

Record of Change Orders

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TOTAL **$ -**

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	February 27, 2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 3/14/2025

Invoice

REMIT TO:	Foth Infrastructure & Environment,LLC P.O. Box 8418 Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

February 14, 2025
Project No: 0023G023.00
Invoice No: 95100

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

Invoice Total USD 30,706.06

Project 0023G023.00 S James Street Improvements

Professional Services through January 31, 2025

Professional Personnel

	Hours	Rate	Amount	
Engineer/Planner/Scientist VIII	1.00	228.00	228.00	
Engineer/Planner/Scientist VI	12.50	198.00	2,475.00	
Engineer/Planner/Scientist V	89.00	183.00	16,287.00	
Engineer/Planner/Scientist IV	.50	168.00	84.00	
Engineer/Planner/Scientist III	12.60	153.00	1,927.80	
Technician/Designer III	21.00	118.00	2,478.00	
Surveyor/Construction Manager IV	12.50	213.00	2,662.50	
Project Administrator V	1.00	110.00	110.00	
Totals	150.10		26,252.30	
Total Labor				**26,252.30**
Subconsultants				**4,430.00**
Expenses				**23.76**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	30,706.06	486,568.54	517,274.60
Limit			1,009,000.00
Remaining			491,725.40

Total This Invoice USD 30,706.06

Invoice

REMIT TO:	Foth Infrastructure & Environment,LLC P.O. Box 8418 Carol Stream, IL 60197-8418

NOTE: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a disputed debt, are to be sent to Foth Infrastructure & Environment, LLC treasurer, 2121 Innovation Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

March 14, 2025
Project No: 0023G023.00
Invoice No: 95620

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

Invoice Total USD 24,302.50

Project 0023G023.00 S James Street Improvements

Professional Services through February 28, 2025

Professional Personnel

	Hours	Rate	Amount	
Engineer/Planner/Scientist VIII	.50	228.00	114.00	
Engineer/Planner/Scientist VI	17.00	198.00	3,366.00	
Engineer/Planner/Scientist V	44.50	183.00	8,143.50	
Engineer/Planner/Scientist IV	3.50	168.00	588.00	
Engineer/Planner/Scientist III	47.00	153.00	7,191.00	
Technician/Designer III	32.50	118.00	3,835.00	
Surveyor/Construction Manager IV	5.00	213.00	1,065.00	
Totals	150.00		24,302.50	
Total Labor				**24,302.50**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	24,302.50	517,274.60	541,577.10
Limit			1,009,000.00
Remaining			467,422.90

Total This Invoice USD 24,302.50

Outstanding Invoices

Number	**Date**	**Balance**
95100	2/14/2025	30,706.06
Total		**30,706.06**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	SVPA Architects		
Address:	1466 28th Street, Suite 200, West Des Moines, IA 50266		
Finance Budget Code:	378-150-6490	***Finance Project #***	
Vendor Project or Invoice #:		***PO #***	
Original Contract Date:	February 27, 2023	***Vendor #***	4458

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 24

PAYMENT PERIOD: From: February 3, 2025 Through: March 2, 2025

Contract Summary

Original Contract Amount:	$ 595,000.00		
Net change by Change Orders:	$ 18,700.00		
Contract Amount to Date: (line 1 ± 2)		$ 613,700.00	
Total completed and stored to date:	$ 554,055.27		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 554,055.27	
Less previous applications for payment:		$ 548,804.57	
SUBTOTAL			$ 5,250.70
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 5,250.70
Balance to finish, including retainage:		$ 59,644.73	
Contract Time Remaining (If applicable)	-	WORKING DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects

Firm

Robert T. Clark Meaghn Vogl March 6, 2025

Signature Date

City of Grimes Staff Approval:

Matt Oborn 3-17-25

Signature Date

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 3/6/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 11, 2023	$ 8,949.90
2	May 23, 2023	$ 20,536.75
3	July 11, 2023	$ 8,579.79
4	August 22, 2023	$ 4,284.00
5	August 22, 2023	$ 2,392.69
6	September 12, 2023	$ 2,977.38
7	October 10, 2023	$ 8,606.00
8	November 14, 2023	$ 23,021.44
9	January 9, 2023	$ 18,288.89
10	January 23, 2024	$ 39,627.00
11	March 26, 2024	$ 32,181.55
12	March 26, 2024	$ 75,204.44
13	April 23, 2024	$ 22,038.15
14	May 28, 2024	$ 110,127.93
15	June 25, 2024	$ 97,129.37
16	July 23, 2024	$ 11,832.77
17	August 27, 2024	$ 14,826.02
18	September 24, 2024	$ 9,370.71
19	October 22, 2024	$ 5,236.00
20	November 26, 2024	$ 13,977.45
21	December 24, 2024	$ 6,512.27
22	January 28, 2025	$ 5,250.07
23	February 25, 2025	$ 7,854.00
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Previous Applications for Payment

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TOTAL $ 548,804.57

Record of Change Orders

No.	Date	Amount
1	August 10, 2023	$ 12,400.00
2	November 26, 2024	$ 6,300.00
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TOTAL $ 18,700.00

Contract Time Remaining

Contract Period:	WORKING DAYS
Original Contract Date:	February 27, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 3/6/2025

SVPA ARCHITECTS
www.svpa-architects.com
Phone 515.327.5990
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Matt Ahrens
City of Grimes
410 SE Main Street
Suite 102
Grimes, IA 50111

March 6, 2025
Project No: 23012.00
Invoice No: 0040302

Project 23012.00 City of Grimes - Grimes Fire Station
mahrens@grimesiowa.gov
engineering@grimesiowa.gov
angie@sidekickdevelopment.com

Professional Services from February 3, 2025 to March 2, 2025

Phase 01 Programming

Fee

Billing Phase	Fee	Percent Complete	Earned
Programming	11,900.00	100.00	11,900.00
Schematic Design	107,100.00	100.00	107,100.00
Design Development	107,100.00	100.00	107,100.00
Construction Documents	220,150.00	100.00	220,150.00
Bidding/Negotiation	17,850.00	100.00	17,850.00
Construction Administration	130,900.00	53.00	69,377.00
Amendment #1: Library Site	12,400.00	100.00	12,400.00
Amendment #2: New Site Survey	6,300.00	100.00	6,300.00
Total Fee	613,700.00		552,177.00
		Previous Fee Billing	546,941.00
		Current Fee Billing	5,236.00
		Total Fee	**5,236.00**
		Total this Phase	**$5,236.00**

Phase 07 Construction Administration

Unit Billing

Mileage

14.70

Total this Phase **$14.70**

Project	23012.00	City of Grimes - Grimes Fire Station	Invoice	0040302
			Total this Invoice	**$5,250.70**

Billings to Date

	Current	Prior	Total
Fee	5,236.00	537,936.00	543,172.00
Consultant	0.00	9,005.00	9,005.00
Expense	0.00	1,598.21	1,598.21
Unit	14.70	265.36	280.06
Totals	**5,250.70**	**548,804.57**	**554,055.27**

Authorized By: _____

Robert Ormsby

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	Weitz Company		
Address:	611 5th Ave, Suite 300, Des Moines, IA 50309		
Finance Budget Code:	378-150-6490	***Finance Project #***	
Vendor Project or Invoice #:	X242400	***PO #***	
Original Contract Date:	February 28,2023	***Vendor #***	4210

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 11

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 755,400.00		
Net change by Change Orders:	$ 805,370.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,560,770.00	
Total completed and stored to date:	$ 644,991.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 644,991.00	
Less previous applications for payment:		$ 554,721.00	
SUBTOTAL			$ 90,270.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 90,270.00
Balance to finish, including retainage:		$ 915,779.00	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Weitz Company
Firm Name

Signature Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Grimes Staff Approval:

Signature Date 3-17-25

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 3/10/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 14,2023	$ 30,520.00
2	April 23, 2024	$ 25,400.00
3	July 9, 2024	$ 24,800.00
4	August 27, 2024	$ 35,404.00
5	September 24, 2024	$ 23,780.00
6	October 22, 2024	$ 24,977.00
7	November 26, 2024	$ 106,734.00
8	December 24, 2024	$ 99,307.00
9	January 28, 2025	$ 77,422.00
10	February 25, 2025	$ 106,377.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 554,721.00**

Record of Change Orders

No.	Date	Amount
1	June 25, 2024	$ 805,370.00
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TOTAL **$ 805,370.00**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	February 28,2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 11
PERIOD TO:
02/01/25
02/28/25

FROM (CONTRACTOR):
The Weitz Company, LLC
PO Box 310474
Des Moines, IA 50331-0474

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT FOR: Construction Management

CONTRACT DATE:

CONSTRUCTION MANAGER'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0	0
Approved this Month			
Number	Date Approved		
1	6/25/2024	805,370.00	
TOTALS		805,370.00	0
Net change by Change Order			805,370.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		$ 755,400.00
2.Net change by Change Order		$ 805,370.00
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		$ 1,560,770.00
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 644,991.00
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$ -	
b. 5% of Stored Material (Column F on G703) included in above number	$ -	
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		$ -
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 644,991.00
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		$ 554,721.00
8.CURRENT PAYMENT NOW DUE		$ 90,270.00
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 915,779.00

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC:
My Commission Expires: Jeni Day
Notary Public

NOTARIAL SEAL IOWA
JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	X242400		App # :	11				Pd From:	1-Feb-25
Prj Name	Grimes Public Safety Center		App Date:	4-Mar-25				PD TO :	28-Feb-25
Sub:			Retain :	5.00%					
A	**B**	**C1**	**D**	**E**	**F**	**G**		**H**	**I**
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	The Weitz Company - Construction Manager								
1	Preconstruction	80,720.00	80,720			80,720	100%		
2	General Conditions, $803,940								
	Staffing & Travel	714,100.00	275,639	46,982		322,621	45%	391,479	
	Temporary Generator & Fuel/Temporary Utilities	43,000.00	17,031			17,031	40%	25,969	
	Cell Phones/Connectivity/Office Supplies/Copier	46,840.00	17,604	4,887		22,491	48%	24,349	
3	Cost of Work General Requirements, $354,360								
	Trailer/Latrines/Access/Safety/Signage/SWPPP/Layout	216,232.00	60,767	4,617		65,384	30%	150,848	
	Temporary Heating & Cooling/Warehousing/Cleaning	138,128.00		8,044		8,044	6%	130,084	
4	Fee (3.5%) per Prime Volume Summary below	321,750.00	102,960	25,740		128,700	40%	193,050	
	Prime Volume Summary								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	Prime Contractors Total	$8,004,765	2,575,384.15	423,505.00	150,596.00	3,149,485.15	39%	4,855,280	157,474.26
	WEITZ TOTAL	$ 1,560,770	554,721.00	90,270.00		644,991.00	41%	$ 915,779	$ -

For Pay Application: 11
Period Ending: 02/28/25

PARTIAL WAIVER OF LIEN

STATE OF: Iowa)
COUNTY OF: Polk)

TO WHOM IT MAY CONCERN:

WHEREAS THE undersigned has been employed by The Weitz Company

to furnish LABOR/MATERIAL/SERVICES

for the premises known as Grimes Public Safety Center

of which City of Grimes is the Owner.

THE UNDERSIGNED, for and in consideration of Ninety Thousand, Two Hundred Seventy Dollars and 00/100

90,270.00) and

other good and valuable considerations, the receipt whereof is hereby acknowledge, do(es) hereby waive and release its right to lien under the status of the State of Iowa relating to Mechanic's Liens, on the above described premises and improvements thereon, but only for the payment above made by the Owner.

Given under my hand and seal, this 5 day of March 2025

****THIS WAIVER IS CONTINGENT UPON ACTUAL RECEIPT OF PAYMENT****

The Weitz Company
COMPANY

By Stephanie Morrison

Title Senior Project Manager

Subscribed And Sworn To Before me this 5 day of March 2025

Jeni Day
Notary Public

JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

RESOLUTION 03-2925 APPROVING CAPITAL PROJECT PAYMENT REQUESTS

Grimes Resolution No. 03-2925

WHEREAS, The Grimes City Council entered into construction contracts for the construction of certain public improvements;

WHEREAS, the contractor for each project shall submit progress payment requests;

WHEREAS, the engineering firm overseeing the project along with the City staff review the pay requests and submit them for payment;

WHEREAS, the attached pay requests have been reviewed and have been determined to be due and payable to the contractor.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, recommend payment of the attached pay requests.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	1st Interiors, Inc.		
Address:	1100 SE Westbrooke Dr., Waukee, IA 50263		
Finance Budget Code:	378-150-6499	***Finance Project #***	
Vendor Project or Invoice #:	X242400	***PO #***	
Original Contract Date:	June 25, 2024	***Vendor #***	4804

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 495,335.00		
Net change by Change Orders:	$ 155.00		
Contract Amount to Date: (line 1 ± 2)		$ 495,490.00	
Total completed and stored to date:	$ 229,078.00		
Retainage: 5 % of Completed Work:	$ 11,453.90		
Total Earned less Retainage:		$ 217,624.10	
Less previous applications for payment:		$ 130,755.15	
SUBTOTAL			$ 86,868.95
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 86,868.95
Balance to finish, including retainage:		$ 277,865.90	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: 1st Interiors, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects Inc.
Firm Name

Signature Date 03.12.25

City of Grimes Staff Approval:

Signature Date 3-17-25

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 2/21/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 27, 2024	$ 6,650.00
2	January 28, 2025	$ 4,750.00
3	February 25, 2025	$ 119,355.15
4		
5		
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7		
8		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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70		

TOTAL **$ 130,755.15**

Record of Change Orders

No.	Date	Amount
1	November 26, 2024	$ 155.00
2		
3		
4		
5		
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7		
8		
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25		

TOTAL **$ 155.00**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25, 2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 8
PERIOD TO: 02/01/25 – 02/28/25

PRIME CONTRACT VOLUME SUMMARY

This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Date / Description		
8/27/24 PCO 001: PR 1 Renda Electric	18,818.00	
11/12/24 PCO 003, 004 & 006	9,842.20	
11/26/24 PCO 002, 005, 007, 008 & 009	19,757.67	
1/14/25 PCO 010	1,754.55	
2/11/25 PCO 011	751.37	
TOTALS	50,923.79	0
Net change by Change Order		50,923.79

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		7,953,842.00
2.Net change by Change Order		50,923.79
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		8,004,765.79
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		3,149,485.15
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$157,474.26	
b. 5% of Stored Material (Column F on G703) included in above number		
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		157,474.26
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,992,010.89
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		2,446,614.94
8.CURRENT PAYMENT NOW DUE		545,395.95
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		5,012,754.90

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC: Jeni Day Notary Public
My Commission Expires:

JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	#REF!		App # :	8				Pd From:	2/1/2025
Prj Name	#REF!		App Date:	3/5/2024				PD TO :	2/28/2025
Sub:			Retain :	5.00%					
A	**B**	**C1**	**D**	**E**	**F**	**G**		**H**	**I**
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	Updated SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	Prime Volume								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	GRAND TOTAL	**8,004,765.79**	**2,575,384.15**	**423,505.00**	**150,596.00**	**3,149,485.15**	**39%**	**4,855,281**	**157,474.26**

APPLICATION AND CERTIFICATE FOR PAYMENT

G732 Cma (formerly G702 Cma)

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

FROM CONTRACTOR:
1st Interiors, Inc.
1100 SE Westbrooke Drive
Waukee, IA 50263

PROJECT:
Grimes Public Safety Center
Drywall, Framing, ACT, Painting

VIA CONSTRUCTION MANAGER:
The Weitz Company
611 5th Ave, Des Moines, IA

VIA ARCHITECT:

APPLICATION NO: 4
APPLICATION DATE: 2/20/2025
PERIOD TO: 2/28/2025
INVOICE #: DW5745-4
PROJECT NOS:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONSTRUCTION MANAGER
- [ ] CONTRACTOR
- [ ] OTHER

CONTRACT FOR: BP 7 Drywall, Framing, Accoustic & Paint

CONTRACT DATE: March 21, 2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 495,335.00
2. Net change by Change Orders		$ 155.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 495,490.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$229,078.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$11,453.90	
b. 5 % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 11,453.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 217,624.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 130,755.15
8. CURRENT PAYMENT DUE		$ 86,868.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 277,865.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 155.00	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 155.00	$ -
NET CHANGES by Change Order	$ 155.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: _____ Date: 02/21/2025

State of: Iowa County of Dallas

Subscribed and sworn to before me this 21st day of February 2025

The above personally appeared before me the undersigned notary public and provided satisfactory evidenc of identification to be the person who signed this document in my presence and swore or affirmed to me t the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: _____
My Commission expires: 11/15/2027

NOTARIAL SEAL IOWA
JAIME LYNN MARTIN
Commission Number 835673
My Commission Expires

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager and Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

G703

G732 Cma,formerly G702 CMa, APPLICATION AND CERTIFICATEFOR PAYMENT, containing
Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 2/20/25
PERIOD TO: 2/28/25
ARCHITECT'S PROJECT NO: 0

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Engineering	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.00%	$0.00	$250.00
2	Bonding	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100.00%	$0.00	$350.00
3	Allowance	$20,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$20,000.00	$0.00
4	Ext Framing/Sheathing Material	$100,808.00	$60,485.00	$40,323.00	$0.00	$100,808.00	100.00%	$0.00	$5,040.40
5	Ext Framing/Sheathing Labor	$85,197.00	$17,039.00	$51,118.00	$0.00	$68,157.00	80.00%	$17,040.00	$3,407.85
6	Interior Framing/Drywall Material	$80,188.00	$48,113.00	$0.00	$0.00	$48,113.00	60.00%	$32,075.00	$2,405.65
7	Interior Framing/Drywall Labor	$107,295.00	$0.00	$0.00	$0.00	$0.00	0.00%	$107,295.00	$0.00
8	Acoustical Material	$14,602.00	$0.00	$0.00	$0.00	$0.00	0.00%	$14,602.00	$0.00
9	Acoustical Labor	$10,468.00	$0.00	$0.00	$0.00	$0.00	0.00%	$10,468.00	$0.00
10	Painting	$64,777.00	$0.00	$0.00	$0.00	$0.00	0.00%	$64,777.00	$0.00
11		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
12	CO#1 - PR 2 Wall Type Kitchen 104	$155.00	$0.00	$0.00	$0.00	$0.00	0.00%	$155.00	$0.00
13		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
14		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
15		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
16		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
17		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
18		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
19		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
20		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
21		$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
22			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
23			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
24			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
25			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
26			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
27			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
28			$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
	PAGE TOTALS	$495,490.00	$137,637.00	$91,441.00	$0.00	$229,078.00	46.23%	$266,412.00	$11,453.90

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	Renda Electric		
Address:	1305 SW 37th St., Grimes, IA 50111		
Finance Budget Code:	378-150-6499	***Finance Project #***	
Vendor Project or Invoice #:	X242400	***PO #***	
Original Contract Date:	June 25, 2024	***Vendor #***	4802

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 893,910.00		
Net change by Change Orders:	$ 27,548.34		
Contract Amount to Date: (line 1 ± 2)		$ 921,458.34	
Total completed and stored to date:	$ 192,740.00		
Retainage: 5 % of Completed Work:	$ 9,637.00		
Total Earned less Retainage:		$ 183,103.00	
Less previous applications for payment:		$ 126,103.00	
SUBTOTAL			$ 57,000.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 57,000.00
Balance to finish, including retainage:		$ 738,355.34	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Renda Electric
Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects Inc.
Firm Name

Signature 03.12.25
Date

City of Grimes Staff Approval:

Signature 3-17-25
Date

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 2/26/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	November 26, 2024	$ 40,299.00
2	December 24, 2024	$ 28,215.00
3	January 28, 2025	$ 47,880.00
4	February 25, 2025	$ 9,709.00
5		
6		
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Previous Applications for Payment

No.	Date	Amount
36		
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TOTAL **$ 126,103.00**

Record of Change Orders

No.	Date	Amount
1	August 27, 2024	$ 18,818.00
2	November 12, 2024	$ 3,780.10
3	November 26, 2024	$ 3,195.69
4	January 14, 2025	$ 1,754.55
5		
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TOTAL **$ 27,548.34**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25,2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 8
PERIOD TO:
02/01/25
02/28/25

PRIME CONTRACT VOLUME SUMMARY

This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Date / Description		
8/27/24 PCO 001: PR 1 Renda Electric	18,818.00	
11/12/24 PCO 003, 004 & 006	9,842.20	
11/26/24 PCO 002, 005, 007, 008 & 009	19,757.67	
1/14/25 PCO 010	1,754.55	
2/11/25 PCO 011	751.37	
TOTALS	50,923.79	0
Net change by Change Order		50,923.79

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		7,953,842.00
2.Net change by Change Order		50,923.79
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		8,004,765.79
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		3,149,485.15
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$157,474.26	
b. 5% of Stored Material (Column F on G703) included in above number		
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		157,474.26
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,992,010.89
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		2,446,614.94
8.CURRENT PAYMENT NOW DUE		545,395.95
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		5,012,754.90

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC: Jeni Day Notary Public
My Commission Expires:

JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	#REF!		App # :	8				Pd From:	2/1/2025
Prj Name	#REF!		App Date:	3/5/2024				PD TO :	2/28/2025
Sub:			Retain :	5.00%					

A	B	C1	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	Updated SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	Prime Volume								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	GRAND TOTAL	**8,004,765.79**	**2,575,384.15**	**423,505.00**	**150,596.00**	**3,149,485.15**	**39%**	**4,855,281**	**157,474.26**

CONTRACTOR'S APPLICATION FOR PAYMENT

TO: **City of Grimes**
101 NE Harvey St
Grimes, IA 50111

PROJECT: **Grimes Public Safety Center**
2001 SW 6th St
Grimes, IA 50111

PAYMENT APPLICATION NO: **5**
APPLICATION DATE: **2/25/2025**
PERIOD TO: **2/28/2025**

FROM: **Renda Electric**
1305 SW 37th St
Grimes, IA 50111

VIA (ARCHITECT):

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	27,548.34	-
Approved This Month			
Number	Date Approved		
	TOTALS	27,548.34	-
Net change by Change Orders		27,548.34	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Payment Applications were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Renda Electric**

By: MARTIN EGGEMO Date: 2/25/2025

Application is made for Payment, as shown below:
Continuation Sheet detailing billing by trade item is attached.

1. **ORIGINAL CONTRACT SUM.**	$	893,910.00
2. **Net change by Change Orders.**	$	27,548.34
3. **CONTRACT SUM TO DATE**	$	921,458.34
4. **TOTAL COMPLETED & STORED TO DATE.**		192,740.00
RETAINAGE:		
a. 5% of Completed Work	$	6,772.00
b. 5% of Stored Material	$	2,865.00
5. TOTAL RETAINAGE	$	9,637.00
6. **TOTAL EARNED LESS RETAINAGE.** (Line 4 less Line 5 Total)	$	183,103.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Application)	$	126,103.00
8. **CURRENT PAYMENT DUE.**	$	57,000.00
9. **REMAINING UNCOMPLETED CONTRACT** (Line 3 less Line 6)	$	738,355.34

State of Iowa County of Polk
Subscribed and sworn to before me on this date: 2/25/2025

Notary Public:
My Commission expires:

NOTARIAL SEAL IOWA
EVAN G. ELDERKIN
Commission Number 843642
My Commission Expires
November 4, 2025

Evan G. Elderkin

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to Payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. $ 57,000.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

CONTINUATION SHEET

TO: City of Grimes

FROM: Renda Electric
1305 SW 37th St
Grimes, IA 50111

PROJECT: **Grimes Public Safety Center**
2001 SW 6th St
Grimes, IA 50111

APPLICATION NUMBER: **5**
APPLICATION DATE: **2/25/2025**
PERIOD TO: **2/28/2025**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (E + F)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
	Original Schedule of Values								
1	Mobilization - Labor	6,500.00	4,000.00	-	-	4,000.00	61.54%	2,500.00	200.00
2	Mobilization - Material	2,000.00	1,000.00	-	-	1,000.00	50.00%	1,000.00	50.00
3	Site - Labor	20,320.00	9,200.00	1,400.00	-	10,600.00	52.17%	9,720.00	530.00
4	Site - Material	17,605.00	7,000.00	1,300.00	-	8,300.00	47.15%	9,305.00	415.00
5	Electric UG - Labor	18,700.00	9,000.00	-	-	9,000.00	48.13%	9,700.00	450.00
6	Electric UG - Material	9,000.00	4,362.00	-	-	4,362.00	48.47%	4,638.00	218.10
7	Wall & OH Rough-In - Labor	115,000.00	16,010.00	-	-	16,010.00	13.92%	98,990.00	800.50
8	Wall & OH Rough-In - Material	135,000.00	17,510.00	-	-	17,510.00	12.97%	117,490.00	875.50
9	Power Distribution - Labor	30,400.00	-	-	-	-	0.00%	30,400.00	-
10	Power Distribution - Material	22,850.00	21,740.00	-	1,110.00	22,850.00	100.00%	-	1,142.50
11	Lighting - Labor	73,185.00	-	-	-	-	0.00%	73,185.00	-
12	Lighting - Material	92,280.00	10,220.00	-	56,190.00	66,410.00	71.97%	25,870.00	3,320.50
13	V/D & Communications	75,480.00	-	-	-	-	0.00%	75,480.00	-
14	Access Control / Security / Cameras	72,050.00	-	-	-	-	0.00%	72,050.00	-
15	Fire Alarm - Labor	19,500.00	-	-	-	-	0.00%	19,500.00	-
16	Fire Alarm - Material	15,360.00	13,880.00	-		13,880.00	90.36%	1,480.00	694.00
17	Generator - Labor	36,200.00	-	-	-	-	0.00%	36,200.00	-
18	Generator - Material	132,480.00	-	-	-	-	0.00%	132,480.00	-
	Total Original Contract Value	**893,910.00**	**113,922.00**	**2,700.00**	**57,300.00**	**173,922.00**	**19.46%**	**719,988.00**	**8,696.10**
	Change Orders								
1	MidAm Revisions for Transformer	18,818.00	18,818.00	-	-	18,818.00	100.00%	-	940.90
2	Panduit & Disconnect Switches	3,780.10	-	-	-	-	0.00%	3,780.10	-
3	Energy Code Review	3,195.69	-	-	-	-	0.00%	3,195.69	-
4	Black Finish on Security Cameras	1,754.55	-	-	-	-	0.00%	1,754.55	-
	Total Change Orders	**27,548.34**	**18,818.00**	**-**	**-**	**18,818.00**	**68.31%**	**8,730.34**	**940.90**
	Total Construction Cost	**921,458.34**	**132,740.00**	**2,700.00**	**57,300.00**	**192,740.00**	**20.92%**	**728,718.34**	**9,637.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

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

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

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Laney Pulliam
PHONE (A/C, No, Ext): 515-706-5404 FAX (A/C, No):
E-MAIL ADDRESS: LPulliam@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RENGROPC
Renda Electric, LLC
1305 SW 37th Street
Grimes, IA 50111

COVERAGES **CERTIFICATE NUMBER:** 1000516337 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			60543830	12/9/2024	12/9/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X DED: 5,000 PD						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			60543830	12/9/2024	12/9/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			60543830	12/9/2024	12/9/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		60543830	12/9/2024	12/9/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractors Equipment Includes Leased/Rented Installation Floater			60543830	12/9/2024	12/9/2025	Limit Limit Per Project	3,793,972 Inlcuded 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Grimes Public Safety Center - 2001 SW 6th Street, Grimes, IA 50111
Cost of Stored Materials: $57,300.00

CERTIFICATE HOLDER

City of Grimes
101 NE Harvey Street
Grimes IA 50111
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Kari Cooley

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AGENCY CUSTOMER ID: RENGROPC

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Holmes Murphy & Associates	Renda Group, LLC 1305 SW 37th Street Grimes, IA 50111
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

All Named Insureds Include:

Renda Group, LLC
Communication Data Link, L.L.C.
Cable Connection, LLC
Nationwide Cable Services, LLC
Renda Building Company, LLC
Renda Electric LLC
Renda Equipment Rentals LLC
Renda Investments, LLC
Renda Management, LLC
Renda Properties 1 LLC
Renda Properties 2 LLC
Renda Properties 3 LLC
dba Communication Technologies
COMMUNICATION DATA LINK 401(K) PLAN

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EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

* Extended Property Damage
* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
* Coverage for non-owned watercraft is extended to 51 feet in length
* Property Damage - Borrowed Equipment
* Property Damage Liability - Elevators
* Coverage D - Voluntary Property Damage Coverage
  $5,000 Occurrence with a $10,000 Aggregate
* Coverage E - Care, Custody and Control Property Damage Coverage
  $25,000 Occurrence with a $100,000 Aggregate - $500 Deductible
* Coverage F - Electronic Data Liability Coverage - $50,000
* Coverage G - Product Recall Expense
  $25,000 Each Recall Limit with a $50,000 Aggregate - $1,000 Deductible
* Coverage H - Water Damage Legal Liability - $25,000
* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
* Increase in Supplementary Payments: Bail Bonds to $1,000
* Increase in Supplementary Payments: Loss of Earnings to $500
* For newly formed or acquired organizations - extend the reporting requirement to 180 days
* Broadened Named Insured
* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
* Automatic Additional Insured - Vendors
* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
* Automatic Additional Insured - Managers or Lessor of Premises
* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
* Additional Insured - Employee Injury to Another Employee
* Automatically included - Aggregate Limits of Insurance (per location)
* Automatically included - Aggregate Limits of Insurance (per project)
* Knowledge of occurrence - Knowledge of an “occurrence”, “claim or suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
* Blanket Waiver of Subrogation
* Liberalization Condition
* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
* “Insured Contract” redefined for Limited Railroad Contractual Liability
* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
* Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is $25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

a. While in your possession; or

b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

(2) Property transported by or damage caused by any “automobile”, “watercraft” or “aircraft” you own, hire or lease;

(3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

a. Item **(4)** of exclusion **j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of “bodily injury”.

b. “Property damage” means:

(1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it; or

(3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate “electronic data”, resulting from physical injury to tangible property. All such loss of “electronic data” shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this **Electronic Data Liability Coverage**, “electronic data” is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

(1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.

(2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

(1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".

(2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".

(3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

(4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.

(5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.

(6) “Bodily injury” or “property damage”.

(7) Failure of “your product” to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.

(8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.

(9) Legal fees or expenses.

(10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of “your product”.

(11) “Product recall expense” arising from the “product recall” of any of “your products” for which coverage is excluded by endorsement.

(12) Any “product recall” initiated due to the expiration of the designated shelf life of “your product”.

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to “property damage” arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

r. This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” for any “consolidated (Wrap-up) insurance program” which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part; or

b. Has limits adequate to cover all claims.

This exclusion does not apply if a “consolidated (Wrap-up) insurance program” covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a “consolidated (wrap-up) insurance program” is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read **SUPPLEMENTARY PAYMENTS**

2. Bail Bonds

Item **1.b.** is amended as follows:

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

4. The following language is added to Item **1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item **3.a.** is deleted and replaced by the following**:**

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item **1.f.** is added as follows:

f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

(1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and

(2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of “your work” specified in the “written contract” and included in the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insureds only applies to the extent permitted by law;

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(3) Such coverage will not apply subsequent to the first to occur of the following:

i. The expiration of the period of time required by the “written contract”; or

ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of “your work”.

c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to “bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of “your products” shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

(1) The insurance afforded to such vendor only applies to the extent permitted by law; and

(2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

(a) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Sub-paragraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

(1) Your acts or omissions; or

(2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

(1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(1)(a)** above; or

(3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph **3.a.** is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

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c. Damages under **Coverage B;** and

d. Damages under **Coverage H.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G.**

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** $25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability.**

9. Coverage G - Product Recall Expense

Aggregate Limit $50,000

Each Product Recall Limit $25,000

a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and $1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items **5** through **13** of

SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement;

b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE** , a $5,000 "occurrence" limit and a $10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, a $25,000 "occurrence" limit and a $100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is $50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition **2.,** Items **a.** and **b**. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

i. How, when and where the "occurrence" took place;

ii. The names and addresses of any injured persons and witnesses, and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition **(5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to **Coverage G - Product Recall Expense**

In event of a "product recall", you must

a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".

b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.

c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.

d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

e. Cooperate with us in the investigation or settlement of any claim.

f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an “insured contract" in the **DEFINITIONS** section of this endorsement:

a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of $2,000,000 per occurrence and a $6,000,000 general aggregate limit must be in place for the entire duration of any project.

b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined “insured contract” language.

c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item **12. "**Mobile equipment" the wording at **f.(1)** is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item **3.** "Bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item **9.** "Insured contract" **c.** is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item **9.** "Insured Contract" **f.(1)** is deleted

E. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and

b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:

(1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or

(2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.

b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.

c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.

d. Transportation and accommodation expense incurred by your employees.

e. Rental expense incurred for temporary locations used to store recalled products.

f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.

g. Transportation expenses incurred to replace recalled products.

h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

a. Is currently in effect or becoming effective during the term of this policy; and

b. Was executed prior to:

(1) The "bodily injury" or "property damage"; or

(2) The offense that caused the "personal and advertising injury",

for which the additional insured seeks coverage under this coverage part.

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Ankeny, IA 50021
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GRIMES, IA 50111-5064

ORDER DATE	INVOICE DATE	WRITER	JOB NAME / RELEASE NUMBER	ORDERED BY
07/17/2024	02/06/2025	Jackson McGovern 35		Rob Moore

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RE24190	DIRECT SHIP	1% 10TH NET EOM	IA-POLK

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4EA	4EA	TYPE L10: FEMANGBKT Brackets, shipped as pair		

Subtotal	
S&H Charges	
Tax	
Payments	
Amount Due	

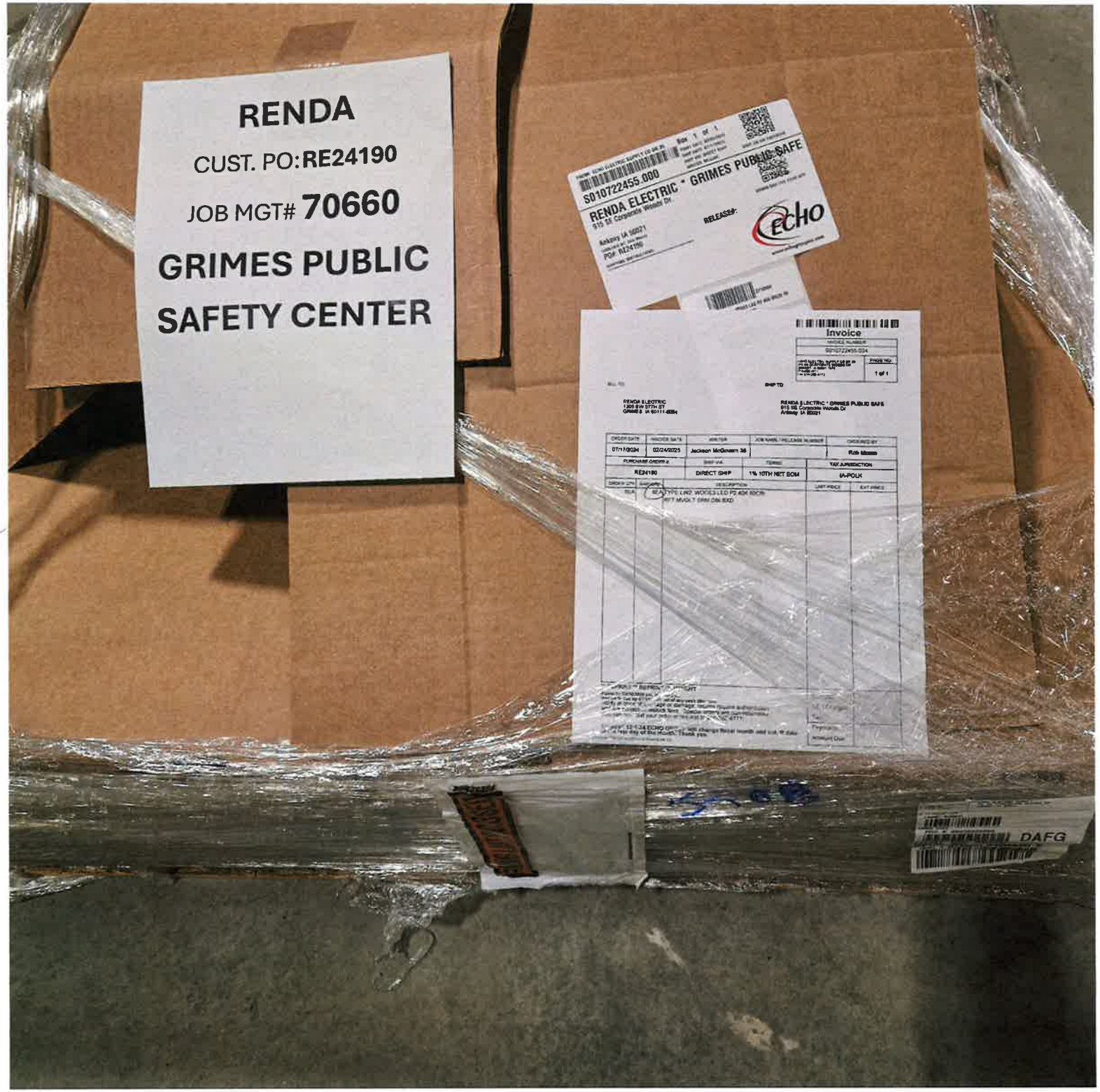
** REPRINT ** REPRINT ** REPRINT

If paid by 03/10/2025 you may deduct
Invoice is due by 03/31/2025 net of any cash discount.
Notify at once of shortage or damage, returns require authorization
and are subject to restock fees. Special orders are non-returnable.
You can now text your order or request to 515-282-4771!

Next month end cutoff date

RENDA
CUST. PO:RE24190
JOB MGT# 70660
GRIMES PUBLIC
SAFETY CENTER
Invoice
RENDA ELECTRIC
S010722455.000
RENDA ELECTRIC
915 SE Corporate Woods Dr
Ankeny IA 50021
PO#: RE24190
RELEASE#
ECHO
RENDA ELECTRIC * GRIMES PUBLIC SAFE
915 SE Corporate Woods Dr
Ankeny IA 50021
Rob Moore
RE24190
DIRECT SHIP
1% 10TH NET EOM
IA POLK
Subtotal
S&H Charges
Tax
Payments
Amount Due
Effective 13-1-24 ECHO GROUP will change fiscal month end cutoff date to the last day of the month. Thank you
LP2
Packaging
U
120-277
X2

RENDA
JOB MGT# 70660
GRIMES PUBLIC
SAFETY CENTER
CARRIER
NMTF
AcuityBrands
Invoice
RENDA
CUST. PO: RE24190
JOB MGT# 70660
GRIMES PUBLIC
SAFETY CENTER


RENDA
CUST. PO:RE24190
JOB MGT# 70660
GRIMES PUBLIC
SAFETY CENTER
S010722455.000
RENDA ELECTRIC * GRIMES PUBLIC SAFE
RELEASE#:
ECHO
Invoice
1 of 1
SHIP TO
RENDA ELECTRIC * GRIMES PUBLIC SAFE
07/11/2024
02/24/2025
Jackson McGovern 38
RE24190
DIRECT SHIP
1% 10TH NET EOM
IA-POLK
DAFG

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	Forrest & Associate, Inc.		
Address:	817 SW 9th Street, Des Moines, IA 50309		
Finance Budget Code:	378-150-6499	***Finance Project #***	
Vendor Project or Invoice #:	14750	***PO #***	
Original Contract Date:	June 25, 2024	***Vendor #***	4260

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 2

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 261,343.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 261,343.00	
Total completed and stored to date:	$ 39,852.00		
Retainage: 5 % of Completed Work:	$ 1,992.60		
Total Earned less Retainage:		$ 37,859.40	
Less previous applications for payment:		$ 2,234.40	
SUBTOTAL			$ 35,625.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 35,625.00
Balance to finish, including retainage:		$ 223,483.60	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Forrest & Associate, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects Inc.
Firm Name

Signature 03.12.25
Date

City of Grimes Staff Approval:

Signature 3-17-25
Date

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 2/25/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 27, 2024	$ 2,234.40
2		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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TOTAL **$ 2,234.40**

Record of Change Orders

No.	Date	Amount
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25		

TOTAL **$ -**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25,2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 8
PERIOD TO:
02/01/25
02/28/25

PRIME CONTRACT VOLUME SUMMARY

This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Date / Description		
8/27/24 PCO 001: PR 1 Renda Electric	18,818.00	
11/12/24 PCO 003, 004 & 006	9,842.20	
11/26/24 PCO 002, 005, 007, 008 & 009	19,757.67	
1/14/25 PCO 010	1,754.55	
2/11/25 PCO 011	751.37	
TOTALS	50,923.79	0
Net change by Change Order		50,923.79

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		7,953,842.00
2.Net change by Change Order		50,923.79
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		8,004,765.79
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		3,149,485.15
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$157,474.26	
b. 5% of Stored Material (Column F on G703) included in above number		
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		157,474.26
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,992,010.89
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		2,446,614.94
8.CURRENT PAYMENT NOW DUE		545,395.95
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		5,012,754.90

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC: Jeni Day Notary Public
My Commission Expires:

NOTARIAL SEAL IOWA
JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	#REF!		App # :	8				Pd From:	2/1/2025
Prj Name	#REF!		App Date:	3/5/2024				PD TO :	2/28/2025
Sub:			Retain :	5.00%					
A	**B**	**C1**	**D**	**E**	**F**	**G**		**H**	**I**
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	Updated SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	Prime Volume								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	GRAND TOTAL	**8,004,765.79**	**2,575,384.15**	**423,505.00**	**150,596.00**	**3,149,485.15**	**39%**	**4,855,281**	**157,474.26**

CONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT -- Const Manager-Adviser

TO OWNER: W003 The Weitz Company
611 5th Ave
Des Moines, IA 50309

Project : Grimes Public Safety Center
F&A Job # 241035

APPLICATION NO: 2
PERIOD TO: 02/28/25
APPLICATION DATE: 02/25/25

VIA ARCHITECT:

FROM CONTRACTOR: FORREST & ASSOCIATE INC
817 SW 9th Street
Des Moines, IA 50309

Contract Date: 6/19/2024

PROJECT NO.: 241035
ORDER #

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1	ORIGINAL CONTRACT SUM	$	261,343.00
2	Net change by Change Orders	$	0.00
3	CONTRACT SUM TO DATE (LINE 1+2)	$	261,343.00
4	TOTAL COMPLETED & STORED TO DATE: (Column G on pg 2)	$	39,852.00
5	RETAINAGE: (Cear field J20 for retainer invoice) 5% %of Progress Payment	$	1,992.60 X
6	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	$	37,859.40
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,234.40
8	CURRENT PAYMENT DUE	$	35,625.00
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	223,483.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$ -
Total approved this Month		$ -
TOTALS	$ -	$ -
NET CHANGES by Change/Field Order	$ -	

Approved By Owner: _____

Date: _____

The undersigned Contracor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ***FORREST & ASSOCIATE INC***

By: _____ Date: 02/25/25

State of: Iowa
County of: Polk
Subscribed and sworn to before me this 25 day of February 2025

RUTH E BEYER
Commission Number 819528
My Commission Expires
August 15, 2025

Notary Public: Ruth Beyer
My Commission Expires: 15-Aug-25

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED . . . . . _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

F&A FM130104

SCHEDULE OF VALUES - ITEMIZATION SHEET | Due Date: 03/27/25 | PAGE ___ OF ___ PAGES

The Contractor's APPLICATION FOR AND CERTIFICATION OF PAYMENT (DMPSFM-500), containing Contractor's signed Certificate is attached. In calculations below, amounts are stated to the nearest dollar.

Application No. 2
Application Date: 2/25/25
Period To: 2/28/25

Job: Grimes Public Safety Center | **F&A Job #** 241035 | $ 261,343.00 | Project No: 241035

A	B	C	D	E	F	G		H	I
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: Previous Applications	WORK COMPLETED: Work in Place	Stored Materials (not in D or E)	TOTAL COMPLETED & STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
	CONTRACT								$ -
			$ -			$ -		$ -	$ -
	Bond	$ 2,352.00	$ 2,352.00			$ 2,352.00	100%	$ -	$ 117.60
	Mobilize & Setup	$ 5,000.00	$ -	$ 2,500.00		$ 2,500.00	50%	$ 2,500.00	$ 125.00
			$ -			$ -		$ -	$ -
	CMU		$ -			$ -		$ -	$ -
	Materials	$ 20,000.00	$ -	$ 15,000.00		$ 15,000.00	75%	$ 5,000.00	$ 750.00
	Labor	$ 40,000.00	$ -	$ 20,000.00		$ 20,000.00	50%	$ 20,000.00	$ 1,000.00
			$ -			$ -		$ -	$ -
	Brick		$ -			$ -		$ -	$ -
	Materials	$ 105,000.00	$ -			$ -		$ 105,000.00	$ -
	Labor	$ 88,991.00	$ -			$ -		$ 88,991.00	$ -
			$ -			$ -		$ -	$ -
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			$ -			$ -		$ -	$ -
> > >	Retainer Requested		$ -			$ -		$ -	$ -
	TOTALS * * * * *	**$ 261,343.00**	**$ 2,352.00**	**$ 37,500.00**	**$ -**	**$ 39,852.00**	15%	**$ 221,491.00**	**$ 1,992.60**

Forrest & Associate INC.

Quality Masonry Renovation/Construction Since 1960

817 S.W. 9th Street • Des Moines, Iowa 50309-4579
Phone: 515-283-0497 • Fax: 515-283-0514
Email: Forrest@forrestassociate.com • Website: www.forrestassociate.com

INVOICE No. 15054

W003 **The Weitz Company**
611 5th Ave
Des Moines, IA 50309

email: Jeni.Day@weitz.com

DATE	February 25, 2025
JOB NO	241035
LOCATION	Grimes Public Safety Center

Pay App 2

DATE	DESCRIPTION		AMOUNT
	ORIGINAL CONTRACT AMOUNT:	$	261,343.00
	Change Orders:	$	-
		$	261,343.00
	GROSS CONTRACT COMPLETED TO DATE:	$	39,852.00
	Less Previously Billed Gross:	$	(2,352.00)
		$	37,500.00
	Less Retainage: **5%**	$	(1,875.00)
	Amount Due:	$	35,625.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	Henkel Construction Company		
Address:	208 East State Street, Mason City, IA 50401		
Finance Budget Code:	378-150-6499	***Finance Project #***	
Vendor Project or Invoice #:	X242400	***PO #***	
Original Contract Date:	June 25, 2024	***Vendor #***	4796

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 1,273,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 1,273,000.00	
Total completed and stored to date:	$ 1,090,804.00		
Retainage: 5 % of Completed Work:	$ 54,540.20		
Total Earned less Retainage:		$ 1,036,263.80	
Less previous applications for payment:		$ 792,243.00	
SUBTOTAL			$ 244,020.80
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 244,020.80
Balance to finish, including retainage:		$ 236,736.20	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Henkel Construction Company
Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects Inc.
Firm Name

Signature 03.12.25
Date

City of Grimes Staff Approval:

Signature 3-17-25
Date

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 2/27/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 28, 2025	$ 30,390.50
2	February 25, 2025	$ 761,852.50
3		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
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TOTAL **$ 792,243.00**

Record of Change Orders

No.	Date	Amount
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2		
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TOTAL **$ -**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25, 2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 8
PERIOD TO:
02/01/25
02/28/25

PRIME CONTRACT VOLUME SUMMARY

This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Date / Description		
8/27/24 PCO 001: PR 1 Renda Electric	18,818.00	
11/12/24 PCO 003, 004 & 006	9,842.20	
11/26/24 PCO 002, 005, 007, 008 & 009	19,757.67	
1/14/25 PCO 010	1,754.55	
2/11/25 PCO 011	751.37	
TOTALS	50,923.79	0
Net change by Change Order		50,923.79

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		7,953,842.00
2.Net change by Change Order		50,923.79
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		8,004,765.79
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		3,149,485.15
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$157,474.26	
b. 5% of Stored Material (Column F on G703) included in above number		
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		157,474.26
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,992,010.89
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		2,446,614.94
8.CURRENT PAYMENT NOW DUE		545,395.95
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		5,012,754.90

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC: Jeni Day Notary Public
My Commission Expires:

JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	#REF!		App # :	8				Pd From:	2/1/2025
Prj Name	#REF!		App Date:	3/5/2024				PD TO :	2/28/2025
Sub:			Retain :	5.00%					
A	**B**	**C1**	**D**	**E**	**F**	**G**		**H**	**I**
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	Updated SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	Prime Volume								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	GRAND TOTAL	**8,004,765.79**	**2,575,384.15**	**423,505.00**	**150,596.00**	**3,149,485.15**	**39%**	**4,855,281**	**157,474.26**

TO OWNER/CLIENT:
Weitz
611 5th Ave
Des Moines, Iowa 50309

PROJECT:
Grimes Public Safety Ctr BP 03
2001 SW 6th St
Grimes, Iowa 50111

APPLICATION NO: 3
INVOICE NO: 2421A.03
PERIOD: 02/01/25 - 02/28/25
PROJECT NO: 2421A
CONTRACT DATE:

FROM CONTRACTOR:
Henkel Construction Company
208 East State St
Mason City, Iowa 50401

VIA ARCHITECT/ENGINEER:
Casey White (SVPA Architects)
Des Moines, Iowa 50310

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum		$1,273,000.00
2.	Net change by change orders		$0.00
3.	Contract Sum to date (Line 1 ± 2)		$1,273,000.00
4.	Total completed and stored to date (Column G on detail sheet)		$1,090,804.00
5.	Retainage:		
	a. 5.00% of completed work	$54,540.20	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$54,540.20
6.	Total earned less retainage (Line 4 less Line 5 Total)		$1,036,263.80
7.	Less previous certificates for payment (Line 6 from prior certificate)		$792,243.00
8.	Current payment due:		$244,020.80
9.	Balance to finish, including retainage (Line 3 less Line 6)		$236,736.20

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$0.00	$0.00
Net change by change orders:	$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Henkel Construction Company

By: _____ Date: February 27, 2025
Mason Harms, Controller

State of: Iowa
County of: Cerro Gordo
Subscribed and sworn to before me this 27th day of February 2025
Notary Public: Darci Mallo
My commission expires: June 28, 2027

NOTARIAL SEAL IOWA
DARCI MALLO
Commission Number 856976
My Commission Expires
June 28, 2027

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $244,020.80

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 2/28/2025
PERIOD: 02/01/25 - 02/28/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	1.C General Conditions.Misc. Credit	Supervision and Management-L	$19,600.00	$12,740.00	$4,900.00	$0.00	$17,640.00	90.00%	$1,960.00	$882.00
2	1.C General Conditions.Misc. Credit	Bond and Insurance	$10,300.00	$10,300.00	$0.00	$0.00	$10,300.00	100.00%	$0.00	$515.00
3	1.C General Conditions.Misc. Credit	Allowance for patching damage	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
4	1.C General Conditions.Misc. Credit	Tools, Fuel and Equipment	$93,700.00	$60,905.00	$23,425.00	$0.00	$84,330.00	90.00%	$9,370.00	$4,216.50
5	3.C Concrete.Misc. Credit	Set Precast Walls-L	$54,700.00	$27,350.00	$27,350.00	$0.00	$54,700.00	100.00%	$0.00	$2,735.00
6	3.C Concrete.Misc. Credit	Furnish All Precast-M	$583,400.00	$291,700.00	$145,850.00	$0.00	$437,550.00	75.00%	$145,850.00	$21,877.50
7	3.C Concrete.Misc. Credit	Grouting & Caulking-L/M	$14,400.00	$3,600.00	$1,440.00	$0.00	$5,040.00	35.00%	$9,360.00	$252.00
8	5.C Steel.Misc. Credit	Set Structural Steel and Stairs-L	$88,800.00	$44,400.00	$33,744.00	$0.00	$78,144.00	88.00%	$10,656.00	$3,907.20
9	5.C Steel.Misc. Credit	Furnish Structural Steel and Stairs-M	$403,100.00	$382,945.00	$20,155.00	$0.00	$403,100.00	100.00%	$0.00	$20,155.00
		TOTALS:	**$1,273,000.00**	**$833,940.00**	**$256,864.00**	**$0.00**	**$1,090,804.00**	**85.69%**	**$182,196.00**	**$54,540.20**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$1,273,000.00**	**$833,940.00**	**$256,864.00**	**$0.00**	**$1,090,804.00**	**85.69%**	**$182,196.00**	**$54,540.20**

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CITY OF GRIMES

Project Title:	Grimes Public Safety Center		
Contractor:	Kruck Plumbing & Heating, Inc.		
Address:	615 Story St., Boone, IA 50036		
Finance Budget Code:	378-150-6499	***Finance Project #***	
Vendor Project or Invoice #:	X242400	***PO #***	
Original Contract Date:	June 25, 2024	***Vendor #***	4799

Date of Council Meeting: March 25, 2025 **PAYMENT REQUEST #** 8

PAYMENT PERIOD: From: February 1, 2025 Through: February 28, 2025

Contract Summary

Original Contract Amount:	$ 1,747,000.00		
Net change by Change Orders:	$ 7,839.29		
Contract Amount to Date: (line 1 ± 2)		$ 1,754,839.29	
Total completed and stored to date:	$ 732,566.00		
Retainage: 5 % of Completed Work:	$ 36,628.30		
Total Earned less Retainage:		$ 695,937.70	
Less previous applications for payment:		$ 574,056.50	
SUBTOTAL			$ 121,881.20
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 121,881.20
Balance to finish, including retainage:		$ 1,058,901.59	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Kruck Plumbing & Heating, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: SVPA Architects Inc.
Firm Name

Signature 03.12.25
Date

City of Grimes Staff Approval:

Signature 3-17-25
Date

Submit to: *Engineering Department*

E-mail: engineering@grimesiowa.gov *Phone:* *(515) 986-4050* *Fax:* *(515) 986-4480*

Date Printed: 2/25/2025

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	8/27/2024	$ 17,100.00
2	09/24/24	$ 5,700.00
3	10/22/24	$ 33,012.50
4	11/26/24	$ 65,515.80
5	12/24/24	$ 271,642.05
6	01/28/25	$ 61,906.75
7	02/25/25	$ 119,179.40
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 574,056.50**

Record of Change Orders

No.	Date	Amount
1	November 26, 2024	$ 7,839.29
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3		
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23		
24		
25		

TOTAL **$ 7,839.29**

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	June 25,2024
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
City of Grimes
101 NE Harvey Street
Grimes IA 50111

PROJECT: Grimes Public Safety Center
PROJECT: # X242400

Distribution to:
OWNER (1)
ARCHITECT (3)
CONTRACTOR (1)

APPLICATION NO: 8
PERIOD TO:
02/01/25
02/28/25

PRIME CONTRACT VOLUME SUMMARY

This coversheet is a summary of all of the payments to be issued this pay period to the prime contractors.

ARCHITECT:
SVPA Architects
1466 28th Street
West Des Moines, IA 50266

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL	0	0
Approved this Month		
Date / Description		
8/27/24 PCO 001: PR 1 Renda Electric	18,818.00	
11/12/24 PCO 003, 004 & 006	9,842.20	
11/26/24 PCO 002, 005, 007, 008 & 009	19,757.67	
1/14/25 PCO 010	1,754.55	
2/11/25 PCO 011	751.37	
TOTALS	50,923.79	0
Net change by Change Order		50,923.79

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1.ORIGINAL CONTRACT SUM		7,953,842.00
2.Net change by Change Order		50,923.79
3.CONTRACT SUM TO DATE (Line 1+2) (Column C on G703)		8,004,765.79
4.TOTAL COMPLETED & STORED TO DATE (Column G on G703)		3,149,485.15
5. RETAINAGE:		
a. 5% completed work (Column D + E on G703)	$157,474.26	
b. 5% of Stored Material (Column F on G703) included in above number		
TOTAL RETAINAGE (Line 5a + 5b or Total in Column 1 of G703)		157,474.26
6.TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		2,992,010.89
7.LESS PREVIOUS CERTIFICATES FOR PAYMENTS		2,446,614.94
8.CURRENT PAYMENT NOW DUE		545,395.95
9.BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		5,012,754.90

The undersigned Sub - Contractor certifies that to the best of the Sub - Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Sub - Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

CONTRACTOR: THE WEITZ COMPANY, LLC

By : Stephanie Morrison March 5, 2025

State of: IOWA County of: POLK
subscribed and sworn to before me this March 5, 2025

NOTARY PUBLIC: Jeni Day Notary Public
My Commission Expires:

JENI DAY
Commission Number 751935
My Commission Expires
March 25, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. . . . . $_____
(Attach explanation if certified differs from the amount applied for.)

ARCHITECT: SVPA Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Prj #	#REF!		App # :	8				Pd From:	2/1/2025
Prj Name	#REF!		App Date:	3/5/2024				PD TO :	2/28/2025
Sub:			Retain :	5.00%					

A	B	C1	D	E	F	G		H	I
			WORK COMPLETED		MATERIALS PRESENTLY	Total Completed			
Item Number	Description of Work	Updated SOV	PREVIOUS (D+E)	This Period	STORED (NOT IN D OR E)	And Stored (D+E+F)	Percent (G%C)	Balance To Finish (C-G)	Retainage
	Prime Volume								
1	BP #01 - Grading & Utilities - Sandstone	$588,790	474,056.95			474,056.95	81%	114,733	23,702.85
2	BP #02 - General Construction - DDVI	$1,366,914	228,395.20			228,395.20	17%	1,138,519	11,419.76
3	BP #03 - Precast & Steel M&L - Henkel	$1,273,000	833,940.00	256,864.00		1,090,804.00	86%	182,196	54,540.20
4	BP #04 - Masonry - Forrest & Associate	$261,343	2,352.00	37,500.00		39,852.00	15%	221,491	1,992.60
5	BP #05 - Roofing & Sheetmetal - Hopkins Roofing	$310,250						310,250	
6	BP #06 - Aluminum & Glazing- MAGS	$397,060	10,879.00			10,879.00	3%	386,181	543.95
7	BP #07 - Drywall, Framing, Acoustical & Paint - 1st Interiors	$495,490	137,637.00	91,441.00		229,078.00	46%	266,412	11,453.90
8	BP #08 - Fire Sprinkler - Midwest Automatic Fire Sprinkler	$76,800						76,800	
9	BP #09 - Mechanical - Kruck Plumbing & Heating	$1,754,839	604,270.00	35,000.00	93,296.00	732,566.00	42%	1,022,273	36,628.30
10	BP #10 - Electrical - Renda Electric	$921,458	132,740.00	2,700.00	57,300.00	192,740.00	21%	728,718	9,637.00
11	BP #11 - Paving - Core Construction	$469,943	151,114.00			151,114.00	32%	318,829	7,555.70
12	BP #12 - Landscaping - Alpha Landscapes	$88,878						88,878	
	GRAND TOTAL	**8,004,765.79**	**2,575,384.15**	**423,505.00**	**150,596.00**	**3,149,485.15**	**39%**	**4,855,281**	**157,474.26**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	City of Grimes 101 NE Harvey St Grimes, IA 50111	PROJECT:	Grimes Public Safety Center 2001 SW 6th Street Grimes, IA 50111	INVOICE NO: APPLICATION NO: PERIOD TO: CONTRACT DATE: PROJECT NO: JOB NO:	940-8 8 2/28/2025 6/24/2024 23012 940	DISTRIBUTION TO: OWNER CONST. MANAGER ARCHITECT FIELD OTHER	
FROM CONTRACTOR:	Kruck Plumbing & Heating Co., Inc. 615 Story Street Boone, IA 50036	VIA CONSTRUCTION MANAGER: VIA ARCHITECT:	Weitz Company SVPA Acchitects Inc				

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1.	ORIGINAL CONTRACT SUM		$ 1,747,000.00
2.	NET CHANGES IN THE WORK		$ 7,839.29
3.	CONTRACT SUM TO DATE (LINE 1+/-2)		$ 1,754,839.29
4.	TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ 732,566.00
5.	RETAINAGE		
	a. _____% of Completed Work	$ 12,137.50	
	b. _____% of Stored Material	$ 24,490.80	
	Total Retainage		$ 36,628.30
6.	TOTAL EARNED LESS RETAINAGE		$ 695,937.70
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT.....		574,056.50
8.	CURRENT PAYMENT DUE.....		$ 121,881.20
9.	BALANCE TO FINISH, PLUS RETAINAGE	$ 1,058,901.59	

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 7,839.29	$ 0.00
Total approved this month, including Construction Change Directives	$ 0.00	$ 0.00
TOTALS	$ 7,839.29	$ 0.00
NET CHANGES IN THE WORK	$ 7,839.29	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: CSA Date: 2/25/25
State of: IA
County of: Boone
Subscribed and sworn to before me this 25 day of Feb 2025
Notary Public: Cody Bowers
My Commission expires: 3/15/2028

NOTARIAL SEAL IOWA
CODY BOWERS
COMMISSION NUMBER 727398
MY COMMISSION EXPIRES
MARCH 15, 2028

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By:_____ Date: _____
ARCHITECT: (*NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.*)
By:_____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Invoice Number: 940-8
Application Number: 8
Application Date: 2/25/2025
Period To: 2/28/2025
Project No: 23012
Job Number: 940

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	General Conditions - L	107,000.00	42,000.00	15,000.00	0.00	57,000.00	53	50,000.00	2,850.00
2	Submittals / Engineering - L	53,000.00	51,000.00	1,000.00	0.00	52,000.00	98	1,000.00	2,600.00
3	UG San/Storm/Water - M	67,000.00	54,000.00	10,000.00	0.00	64,000.00	96	3,000.00	3,200.00
4	UG San/Storm/Water - L	47,000.00	40,000.00	5,000.00	0.00	45,000.00	96	2,000.00	2,250.00
5	Ag Water/Vent/Storm - M	42,000.00	0.00	1,000.00	24,759.00	25,759.00	61	16,241.00	1,287.95
6	Ag Water/Vent/Storm - L	40,000.00	0.00	1,000.00	0.00	1,000.00	3	39,000.00	50.00
7	Nat Gas/Compressed Air - M	24,000.00	0.00	0.00	0.00	0.00	0	24,000.00	0.00
8	Nat Gas/Compressed Air - L	20,000.00	0.00	0.00	0.00	0.00	0	20,000.00	0.00
9	Domestic Water - M	65,000.00	0.00	1,000.00	0.00	1,000.00	2	64,000.00	50.00
10	Domestic Water - L	35,000.00	0.00	1,000.00	0.00	1,000.00	3	34,000.00	50.00
11	Plumbing Fixtures/Drains - M	149,000.00	0.00	0.00	84,172.00	84,172.00	56	64,828.00	4,208.60
12	Plumbing Fixtures/Drains - L	47,000.00	0.00	0.00	0.00	0.00	0	47,000.00	0.00
13	Plumbing/HVAC Insulation - M	24,000.00	0.00	0.00	0.00	0.00	0	24,000.00	0.00
14	Plumbing/HVAC Insulation - L	24,000.00	0.00	0.00	0.00	0.00	0	24,000.00	0.00
15	HVAC Controls - M	69,375.00	0.00	0.00	47,385.00	47,385.00	68	21,990.00	2,369.25
16	HVAC Controls - L	69,375.00	19,750.00	0.00	0.00	19,750.00	28	49,625.00	987.50

CONTINUATION SHEET

Invoice Number: 940-8
Application Number: 8
Application Date: 2/25/2025
Period To: 2/28/2025
Project No: 23012
Job Number: 940

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
17	Test & Balance - L	13,000.00	0.00	0.00	0.00	0.00	0	13,000.00	0.00
18	HVAC Treatment - L	5,000.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
19	Hydronic Pump & Specialties - M	94,000.00	0.00	0.00	30,806.00	30,806.00	33	63,194.00	1,540.30
20	Hydronic Pump & Specialties - L	50,000.00	1,000.00	0.00	0.00	1,000.00	2	49,000.00	50.00
21	Hydronic Pumps/Boilers - M	38,000.00	0.00	0.00	32,016.00	32,016.00	84	5,984.00	1,600.80
22	Hydronic Pumps/Boilers - L	10,000.00	0.00	0.00	0.00	0.00	0	10,000.00	0.00
23	HVAC Ducts & Accessories - M	137,000.00	0.00	0.00	22,498.00	22,498.00	16	114,502.00	1,124.90
24	HVAC Ducts & Accessories - L	75,000.00	0.00	0.00	0.00	0.00	0	75,000.00	0.00
25	Engine Exhaust System - M	40,000.00	0.00	0.00	0.00	0.00	0	40,000.00	0.00
26	Engine Exhaust System - L	40,000.00	0.00	0.00	0.00	0.00	0	40,000.00	0.00
27	EF-Registers-VAVs - M	18,000.00	0.00	0.00	11,915.00	11,915.00	66	6,085.00	595.75
28	EF-Registers-VAVs - L	8,000.00	0.00	0.00	0.00	0.00	0	8,000.00	0.00
29	MAU-1-Hood-KEF-1 - M	35,000.00	0.00	0.00	13,978.00	13,978.00	40	21,022.00	698.90
30	MAU-1-Hood-KEF-1 - L	7,000.00	0.00	0.00	0.00	0.00	0	7,000.00	0.00
31	CUH/PFUH/IRH - M	17,000.00	0.00	0.00	13,890.00	13,890.00	82	3,110.00	694.50
32	CUH/PFUH/IRH - L	9,000.00	0.00	0.00	0.00	0.00	0	9,000.00	0.00
33	RTU/MAU-2/BCU/ERV - M	220,000.00	0.00	0.00	192,464.00	192,464.00	87	27,536.00	9,623.20
34	RTU/MAU-2/BCU/ERV - L	14,250.00	0.00	0.00	0.00	0.00	0	14,250.00	0.00
35	ACCU-1 / ACU-1 - M	17,000.00	0.00	0.00	15,933.00	15,933.00	94	1,067.00	796.65

CONTINUATION SHEET

Invoice Number: 940-8
Application Number: 8
Application Date: 2/25/2025
Period To: 2/28/2025
Project No: 23012
Job Number: 940

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
36	ACCU-1 / ACU-1 - L	9,000.00	0.00	0.00	0.00	0.00	0	9,000.00	0.00
37	Commissioning - L	8,000.00	0.00	0.00	0.00	0.00	0	8,000.00	0.00
38	CO#1-PR-3	7,839.29	0.00	0.00	0.00	0.00	0	7,839.29	0.00
		1,754,839.29	**207,750.00**	**35,000.00**	**489,816.00**	**732,566.00**	**42**	**1,022,273.29**	**36,628.30**

Attachment G

Tabulation of Stored Materials

Application for Payment No. 8
Project: Grimes Public Safety

Contractor: Kruck P & H.
Application Date: 2/25/2025

AIA Line #	Invoice No. (Materials Added)	Description of Material	(1) Materials Stored in Last Application		(2) Material Added Since Last Apllication		(3) Materials Used Since Last Application		(4) Materials Stored In This Application		(5) Specification Section
			On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	On-Site	Off-Site	Section
8	762030	Ferg-NH	0.00	0.00	24759.00				24759.00	0.00	
9	1319487	Ferg-BFP	0.00	0.00		4946.00			0.00	4946.00	
11	995235	Ferg-FD/TD	0.00	44270.00					0.00	44270.00	
11	1093909	Ferg-RD	0.00	2381.00					0.00	2381.00	
11	21420-1	DE-WH	0.00	32575.00					0.00	32575.00	
15	2	Woodman-Valves	0.00	26325.00					0.00	26325.00	
15	3	Woodman-Controls	0.00	21060.00					0.00	21060.00	
19	762247	Ferg-Pump drop	0.00	7710.00					0.00	7710.00	
19	1210060	Ferg-Mech Room	0.00	3567.00					0.00	3567.00	
19	1210122	Ferg-Mech Room	0.00	8407.00					0.00	8407.00	
19	99055	HE-Metra Loop	0.00	11122.00					0.00	11122.00	
21	98264	HE-Pumps	0.00	11381.00					0.00	11381.00	
21	98263	HE-Boilers	0.00	20635.00					0.00	20635.00	
23	S-88935	MH-Gal Metal	0.00	16133.00					0.00	16133.00	
23	114811	Rist - Silencer	0.00	6365.00					0.00	6365.00	
27	114178	Rist-VAV	0.00	2320.00					0.00	2320.00	
27	114922	Rist - DF	0.00	3350.00					0.00	3350.00	
27	114957	Rist - EF	0.00	6245.00					0.00	6245.00	
29	2345787	CA-MAU-a	0.00	11831.00					0.00	11831.00	
29	2379508	CA-KEF	0.00	2147.00					0.00	2147.00	
31	INV25200097	BGP-IRH	0.00	0.00		13890.00			0.00	13890.00	
33	1855	SP-RTU	0.00	119508.00					0.00	119508.00	
33	1986	SP-RTU Curb	0.00	2709.00					0.00	2709.00	
33	2029	SP-BC	0.00	20546.00					0.00	20546.00	
33	2158	SP-MAU-2	0.00	0.00		38098.00			0.00	38098.00	
33	2163	SP-ERV	0.00	0.00		11603.00			0.00	11603.00	
35	2049	SP-Mini Split	0.00	15933.00					0.00	15933.00	
			0.00	0.00					0.00	0.00	
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			0.00	0.00					0.00	0.00	
			0.00	0.00					0.00	0.00	
			0.00	0.00					0.00	0.00	
	TOTAL ALL PAGES		0.00	396520.00	24759.00	68537.00	0.00	0.00	24759.00	465057.00	
								Total		489816.00	

VENDOR LIEN WAIVER AND RELEASE - ALL STATES

VENDOR: WSM Industries
CONTRACTOR: Kruck Plumbing & Heating Co., Inc.
OWNER: City of Grimes
PROJECT: Grimes Public Safety Center

Invoice Number	Invoice Date	Description	Amount
S4499775.001	1/27/2025		132.30
S4501566.001	1/27/2025		1,520.57

For a valuable consideration (in the amount of $1,652.87), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 21 day of February, 20 25.

Name of VENDOR: WSM Industries

By: Okizo Credit Manager
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 21 day of February, 20 25.

Rachael Broadnax

Notary Public

RACHAEL BROADNAX
Notary Public - State of Kansas
My Appt. Expires 3/6/2027

4000257 R08300017340968 8300017340972 02/18/2025 $.00

VENDOR LIEN WAIVER AND RELEASE - ALL STATES

VENDOR: Hydronic Energy, Inc.
CONTRACTOR: Kruck Plumbing & Heating Co., Inc.
OWNER: City of Grimes
PROJECT: Grimes Public Safety Center

Invoice Number	Invoice Date	Description	Amount
099055	1/8/2025		11,122.00

For a valuable consideration (in the amount of $11,122.00), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 13th day of February, 2025.

Name of VENDOR: Hydronic Energy, Inc.

By: [signature] CFO
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 13th day of February, 2025.

Kimberly Smith
Notary Public

NOTARIAL SEAL IOWA
KIMBERLY SMITH
Commission Number 794215
My Commission Expires
1-27-2028

VENDOR LIEN WAIVER AND RELEASE - ALL STATES

VENDOR: Rist & Associates
CONTRACTOR: Kruck Plumbing & Heating Co., Inc.
OWNER: City of Grimes
PROJECT: Grimes Public Safety Center

Invoice Number	Invoice Date	Description	Amount
114811	1/14/2025		6,365.00
114922	1/17/2025		3,350.00
114957	1/17/2025		6,245.00

For a valuable consideration (in the amount of $15,960.00), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 14 day of February, 20 25.

Name of VENDOR: Rist & Associates, Inc

By: Sandra Rogers - Treasurer
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 14 day of February, 20 25.

Aaron Kile

Notary Public

NOTARIAL SEAL IOWA
AARON KILE
Commission Number 852852
My Commission Expires
December 21, 2026

VENDOR LIEN WAIVER AND RELEASE - ALL STATES

VENDOR: L&L Insulation
CONTRACTOR: Kruck Plumbing & Heating Co., Inc.
OWNER: City of Grimes
PROJECT: Grimes Public Safety Center

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
1326880-IN	1/17/2025	No Tax	1,744.15

For a valuable consideration (in the amount of $1,744.15), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 14 day of Feb, 20 25.

Name of VENDOR: L&L INSULATION

By: [illegible] - Controller
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 19 day of January, 20 25.

Notary Public

JORDYN SANDY
Commission Number 829471
My Commission Expires
January 13, 2027

VENDOR LIEN WAIVER AND RELEASE - ALL STATES

VENDOR: Ferguson Enterprises, Inc.
CONTRACTOR: Kruck Plumbing & Heating Co., Inc.
OWNER: City of Grimes
PROJECT: Grimes Public Safety Center

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
1093909	12/23/2024		2,381.12
1096853	12/16/2024		869.45
1098569	12/9/2024		2,805.43
1138147	12/9/2024		716.61
1138161	12/9/2024		430.88
1138192	12/9/2024		257.88
1155036	12/16/2024		8.09
1161009	12/16/2024		44.05
1162787	12/19/2024		71.76

For a valuable consideration (in the amount of $7,585.27), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 29 day of January, 20 25.

Name of VENDOR: Ferguson Enterprises LLC

By: Andrea Barger
(Owner, Partner, Officer) (Please Designate)

NOTARIAL SEAL IOWA
SAMANTHA RICKLEFS
Commission Number 809780
My Commission Expires
March 29, 2027

Sworn to and subscribed before the undersigned
this 29 day of January, 20 25.

Notary Public

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0762030	$24,759.97	549052	1 of 2

FERGUSON

400 SE 41ST ST
SUITE 100
GRIMES, IA 50111-1304

Please contact with Questions: 515-706-6750

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1657
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 131215

SHIP TO:

KRUCK P H CO INC
2001 SW 6TH ST
GRIMES PUBLIC SAFETY
GRIMES, IA 50111

KRUCK P H CO INC
615 STORY ST
GRIMES PUBLIC SAFETY
BOONE, IA 50036

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
524	524	IAE	940-GL6-070	ZWL	GPSB: NH PIPE & FTGS	02/07/25	IO 377557

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			*****AG STORM-NH*****			
250	250	NHPU10	6X10 NH CI SOIL PIPE	2415.150	C	6037.88
80	80	NHPM10	3X10 NH CI SOIL PIPE	1082.250	C	865.80
22	22	NH9U	6 NH CI 1/4 BEND	59.535	EA	1309.77
8	8	NH9M	3 NH CI 1/4 BEND	16.155	EA	129.24
9	9	NH4U	6 NH CI 1/8 BEND	38.745	EA	348.71
2	2	NH4M	3 NH CI 1/8 BEND	13.365	EA	26.73
3	3	NHYU	6 NH CI WYE	91.350	EA	274.05
1	1	NHYM	3 NH CI WYE	21.465	EA	21.47
3	3	NHTTU	6 NH CI TEST TEE L/ PLG	90.810	EA	272.43
3	3	PFBP5RHU	6 RH SC IPS BRS PLUG	37.777	EA	113.33
2	2	NHTTM	3 NH CI TEST TEE L/ PLG	23.670	EA	47.34
2	2	PFBP5RHM	3 RH SC IPS BRS PLUG	6.099	EA	12.20
102	102	PFNHCU	6 STD NH COUP	9.520	EA	971.04
37	37	PFNHCM	3 STD NH COUP	3.188	EA	117.96
			*****AG WASTE & VENT*****			
110	110	NHPM10	3X10 NH CI SOIL PIPE	1082.250	C	1190.48
990	990	NHPK10	2X10 NH CI SOIL PIPE	782.550	C	7747.25
4	4	NH9M	3 NH CI 1/4 BEND	16.155	EA	64.62
138	138	NH9K	2 NH CI 1/4 BEND	11.565	EA	1595.97
4	4	NH4M	3 NH CI 1/8 BEND	13.365	EA	53.46
11	11	NH4K	2 NH CI 1/8 BEND	9.945	EA	109.40
5	5	NHSTP	4 NH CI SAN TEE	37.215	EA	186.08
43	43	NHSTK	2 NH CI SAN TEE	15.930	EA	684.99
3	3	NHSTMMK	3X3X2 NH CI SAN TEE	17.415	EA	52.25
20	20	NHTTK	2 NH CI TEST TEE L/ PLG	14.400	EA	288.00
20	20	PFBP5RHK	2 RH SC IPS BRS PLUG	4.593	EA	91.86
2	2	NHTTM	3 NH CI TEST TEE L/ PLG	23.670	EA	47.34
2	2	PFBP5RHM	3 RH SC IPS BRS PLUG	6.099	EA	12.20
9	9	NHSRMK	3X2 NH CI SHRT RED	8.325	EA	74.93
2	2	NHSRPM	4X3 NH CI SHRT RED	12.555	EA	25.11
2	2	NHPTM	3 NH CI P TRAP	36.900	EA	73.80
1	1	NHPTK	2 NH CI P TRAP	16.830	EA	16.83
13	13	IGNJM	1-1/2X3 GALV STL NIP	4.559	EA	59.27
1	1	IGNKM	2X3 GALV STL NIP	6.032	EA	6.03
13	13	PDWVFTAPNJ	1-1/2 PVC FEM TRAP ADPT PLAS NUT	2.531	EA	32.90
19	19	PFNHCP	4 STD NH COUP	3.761	EA	71.46
52	52	PFNHCM	3 STD NH COUP	3.188	EA	165.78
587	587	PFNHCK	2 STD NH COUP	2.661	EA	1562.01
			INVOICE SUB-TOTAL			24759.97

#8
ASA #5
Stored outside
CA

****

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

CONTINUED

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

FERGUSON

400 SE 41ST ST
SUITE 100
GRIMES, IA 50111-1304

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0762030	$24,759.97	549052	2 of 2

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.						

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$24,759.97**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

E

FERGUSON

400 SE 41ST ST
SUITE 100
GRIMES, IA 50111-1304

Please contact with Questions: 515-706-6750

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1319487	$4,946.82	549052	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1657
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 131215

SHIP TO:

KRUCK P&H CO - SHOP
1810 217TH ROAD
BOONE, IA 50036

KRUCK P H CO INC
615 STORY ST
GRIMES PUBLIC SAFETY
BOONE, IA 50036

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
524	524	IAE	940-GL2-070	ZWL	GPSB: FIXTURES	02/05/25	IO 377278

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 0993836			
			BFP - BACKFLOW PREVENTER			
1	1	WLF009NRSFSM	LF 3 CI RPZ BFP ASSY NRS SHUTOFF	4513.260	EA	4513.26
		Serial #	098268520002			
1	1	W77FDIFDA125M	LF 3 CI 125# FLG WYE STRN EPOX COAT	366.340	EA	366.34
1	1	W909AGF	2 LF009M2 & 3 009 909 AIR GAP	67.220	EA	67.22
			INVOICE SUB-TOTAL			**4946.82**

****

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

#8
ATA #9
stored offsite
C 12

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX **ORIGINAL INVOICE** **TOTAL DUE** **$4,946.82**

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at https://www.ferguson.com/content/website-info/terms-of-sale, incorporated by reference. Seller may convert checks to ACH.

BGP

INVOICE

B G Peterson Co
2966 Harney Street
OMAHA, NE 68131
USA

Invoice Number: INV25200097
Invoice Date: 2/18/2025

Bill
To: Kruck Plbg & Htg
734 7th Street
P.O. Box 189
Boone, IA 50036
USA

Ship
To: Kruck Plbg & Htg
Gary Lewis
1810 217th St.
Boone, IA 50036
USA

Tax Ident. Type	Legal Entity	Customer ID	10250
		P.O. Numbe	940-C7-100
Ship Via	FFA	P.O. Date	1/22/2025
Ship Date	1/22/2025	Our Order N	S-ORD24102032
Due Date	3/20/2025	SalesPerson	50-Mark Boothe
Terms	Net 30 days		

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
LOT: GRIMES PSC Advanced Radiant Quote: Grimes Public Safety Building	Each	1	1	13,890.00	13,890.00
CW00398ALLR310H00 Cabinet Unit	Each	2	2		
42458 Disconnect Switch	Each	2	2		
53874 Sky White Hammertone Finish	Each	2	2		
04120 PermaLap Frame	Each	2	2		
HC86SB01SA Unit Heater	Each	1	1		
HC47SB01SA Unit Heater	Each	1	1		

Setpoint Mechanical Solutions Inc.
8951 Thomas Ave
Johnston, IA 50161
accounting@setpointmech.com
https://www.setpointmech.com/

INVOICE

BILL TO
drct. Finance Cody Bowers
Kruck Plumbing & Htg
615 Story St
Boone, IA 50036

INVOICE	2158
DATE	02/12/2025
TERMS	Net 30
DUE DATE	03/14/2025

PO NUMBER
940-C11-100

PROJECT NAME
3500 Grimes Public Safety

DESCRIPTION	AMOUNT
Make-up Air Unit	38,098.01

Contact Setpoint Mechanical Solutions Inc. to pay.

SUBTOTAL	38,098.01
TAX	0.00
TOTAL	38,098.01
BALANCE DUE	**$38,098.01**

CH

E

Pay invoice

#5

AIA #33
store & office

Setpoint Mechanical Solutions Inc.
8951 Thomas Ave
Johnston, IA 50161
accounting@setpointmech.com
https://www.setpointmech.com/

INVOICE

BILL TO
drct. Finance Cody Bowers
Kruck Plumbing & Htg
615 Story St
Boone, IA 50036

INVOICE	2163
DATE	02/17/2025
TERMS	Net 30
DUE DATE	03/19/2025

PO NUMBER
940-C11-100

PROJECT NAME
3500 Grimes Public Safety

DESCRIPTION	AMOUNT
ERV	11,603.76

Contact Setpoint Mechanical Solutions Inc. to pay.

SUBTOTAL	11,603.76
TAX	0.00
TOTAL	11,603.76
BALANCE DUE	**$11,603.76**

CH

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Pay invoice

#5

AIA #33

Stored Mat'l

Bridge home
CHP-2
CHP-1
W06-B5
W10-D1-01
W10-D1-02
GPS
ABB
QUEST

WK50
#251
W09-A4
WK50
#207
NOTICE
249 WK50
B1A
NOTICE
Weather-Rite
0338

HANDLE UNIT WITH CARE!
CONSIGNEE:
CAUTION:
120702

TRP-C3 HT/AL
ADVANCED RADIANT SYSTEMS
3 OF 4
GPS
IRH-1-IRH-4
FROM REFLECTORS
PRIOR TO INSTALLATION
76552
TRP-C3 HT/AL
ADVANCED RADIANT SYSTEMS
4 OF 4
IMPORTANT
PROTECTIVE FILM
MUST BE REMOVED
FROM REFLECTORS
PRIOR TO INSTALLATION
TRP-C3 HT/AL
ADVANCED RADIANT SYSTEMS
1 OF 4
IMPORTANT
PROTECTIVE FILM
MUST BE REMOVED
FROM REFLECTORS
PRIOR TO INSTALLATION
TRP-C3 HT/AL
ADVANCED RADIANT SYSTEMS
2 OF 4
IMPORTANT
PROTECTIVE FILM
MUST BE REMOVED
FROM REFLECTORS
PRIOR TO INSTALLATION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

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

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

PRODUCER
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Andrew DeGroote
PHONE (A/C, No, Ext): 515-223-6840 FAX (A/C, No):
E-MAIL ADDRESS: adegroote@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Integrity Insurance Company	10288
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KRUPLUPC
Kruck Plumbing & Heating Co Inc.
615 Story St.
Boone, IA 50036

COVERAGES **CERTIFICATE NUMBER:** 1145260646 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	CPP2823900	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X 1,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**	Y	Y	CA2823901	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR	Y	Y	CUP2823903	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	WCP2823902	1/1/2025	1/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Excess Umbrella			EXS0734516	1/1/2025	1/1/2026	Each Occurrence Aggregate Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Reference: Grimes Public Safety Center 2001 SW 6th 50111
Material: BFP, IRH-UH, MAU, and ERV. $75,000
The Owner, Architect's, consultants, Construction Manager, and Construction consultants an Additional Insured on the General Liability, Auto, and Umbrella including On- Going and Completed Operations, on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions.
The General Liability, Auto, Work Comp, and Umbrella includes a Waiver of Subrogation in favor of Named Insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER
City of Grimes
101 NE Harvey S
Grimes IA 50111

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

AUTHORIZED REPRESENTATIVE
Kari Cooley

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Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the coverage modifications, extensions and additions provided in this endorsement. The limits, unless stated otherwise, and deductibles shown below apply at each designated location. If a limit is shown elsewhere in the policy for any of these coverages, then that limit applies in addition to the limits shown below. If a different deductible amount is shown in the policy for any of these coverages, then that deductible will be the applicable deductible. For complete details of the coverage provided, refer to the specific policy language.

COMMERCIAL GENERAL LIABILITY COVERAGES

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
Included	None	Additional Insured-Required By Contract	3
Included	None	Additional Insured-Grantor Of Franchise	4
Included	None	Additional Insured - Lessor Of Leased Equipment	5
Included	None	Additional Insured - Manager Or Lessor Of Premises	5
Included	None	Additional Insured-Vendors	5
Included	None	Additional Insured-Mortgagee, Assignee, or Receiver	6
Included	None	Additional Insured-State Or Governmental Agency	6
Included	None	Aggregate Limit Per Location/Per Project	15
Included	None	Blanket Primary And Noncontributory	9
Included	None	Broad Form Named Insured	3
$300,000	None	Damage To Premises Rented To You	8
Included	None	Duties In The Event Of Occurrence, Offense, Claim Or Suit	8
Included	None	Expected Or Intended Injury	2
Included	None	Incidental Medical Malpractice	7
Included	None	Liberalization Clause	10
$25,000/occurrence $50,000/aggregate	$250	Limited Care Custody Or Control	11
$5,000	$100	Lost Key Coverage	14

continued...

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

LIMIT	DEDUCTIBLE	SUBJECT OF INSURANCE	PAGE
1,000 Pounds	None	Mobile Equipment	10
180 Days to Report	None	Newly Formed Or Acquired Organizations	8
51 Feet	None	Non-Owned Watercraft	2
$10,000	None	Property Damage To Borrowed Equipment	2
$2,500	None	Supplementary Payments - Bonds	3
$500	None	Supplementary Payments - Earnings	3
Included	None	Unintentional Failure To Disclose Hazards	10
$5,000/occurrence $25,000/aggregate	$250	Voluntary Property Damage	12
Included	None	Waiver Of Transfer of Rights Of Recovery	9

The following changes are made to the Commercial General Liability Coverage form:

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERY DAMAGE LIABILTY

2. **Exclusions** are changed as follows:

a. **Expected Or Intended Injury** is deleted and replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" and "property damage" resulting from the use of reasonable force to protect persons or property.

g. **(2)** of **Aircraft, Auto Or Watercraft** is deleted and replaced with the following:

A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

j. **Damage To Property** deleting the first paragraph after **(6)** and replacing with the following:

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

The last paragraph of **2.** Exclusions is deleted and replaced with the following:

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises, including the contents of such premises, rented to you or temporarily occupied by you with the permission of the owner.

A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits of Insurance**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is changed as follows:

Paragraph **1.b.** is deleted and replaced with the following:

Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is deleted and replaced with the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II - WHO IS AN INSURED is changed as follows:

The following is added to **Section II - Who Is An Insured**:

With respects to coverage provided under Commercial General Liability Coverage the following is added to include as a named insured:

Broad Form Named Insured

Any organization or subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury", "property damage" or "personal and advertising injury" with respect to which a Named Insured under this policy is also a Named Insured under another policy or would be a Named Insured under such policy but for its termination or upon exhaustion of its limits of insurance.

Additional Insureds

The following are added as Additional Insureds under **Section II - Who Is An Insured**:

- **Additional Insureds Required By Contract**

  A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

  1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply:

   1. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

      a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      b. Supervisory, inspection, architectural or engineering activities.

      This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, of the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

   2. To "bodily injury" or "property damage" occurring after:

      a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- **Additional Insured - Grantor Of Franchise When Required In Written Agreement With You**

  A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) who has granted a franchise to you, when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to their liability as grantor of a franchise to you.

- **Additional Insured - Lessors Of Leased Equuipment - Automatic Status When Required In Lease Agreement With You**

  A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or

organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this provision ends when their contract or agreement with you for such leased equipment ends.

With respect to this provision, insurance afforded to these additional insureds does not apply to any "occurrence" which takes place after the equipment lease expires.

- **Additional Insured - Managers Or Lessors Of Premises When Required in Written Lease Agreement With You**

  A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) from whom you have leased premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

  This insurance does not apply to:

  1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

  2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or the lessor.

- **Additional Insured - Vendors**

  A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

  If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

  B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

  1. The insurance afforded the vendor does not apply to:

  a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability or damages that the vendor would have in the absence of the contract or agreement;

  b. Any express warranty unauthorized by you;

  c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- **Additional Insured - Mortgagee, Assignee, or Receiver**

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s), with respect to their liability as mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- **Additional Insured - State Or Governmental Agency or Subdivision Or Political Subdivision - Permits Or Authorizations**

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

1. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the products-completed operations hazard."

Additional Conditions Applicable to Additional Insured Coverage Provided Above

With respect to coverage provided by the **Additional Insureds** added by this endorsement, the following is added:

1. The insurance afforded to such additional insured:
   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
   c. Does not apply unless the written lease agreement has been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
2. The following is added to **SECTION III - LIMITS OF INSURANCE**:

   The most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the written contract or agreement, or
   b. Available under the applicable Limits of Insurance shown in the Declarations;

   whichever is less.

The **Additional Insureds** added by this endorsement shall not increase the applicable Limits of Insurance shown in the Declarations and do not apply to any person or organization included as an additional insured by an endorsement issued by us and made a part of the Coverage Form.

The following changes are made to **SECTION II - WHO IS AN INSURED:**

- **Incidental Medical Malpractice**

  Paragraph **2.a.(1)(d)** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

  1. Nurses;
  2. Emergency Medical Technicians; or
  3. Paramedics

  in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place. This coverage does not apply if you are in the business or occupation of providing any such professional services.

- **Newly Formed Or Acquired Organizations As Named Insured**

  Paragraph 3. Is deleted in its entirety and replaced with the following:

Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50 percent of such

organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

d. Coverage **A** does not apply to damage to "your products" that occurred before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

The last paragraph under **SECTION II - WHO IS AN INSURED** does not apply to the extent that such paragraph would conflict with the above.

SECTION III - LIMITS OF INSURANCE is changed as follows:

Paragraph **6.** is deleted and replaced with the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, explosion, lightning, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with the permission of the owner. The limit is the greater of:

a. $300,000; or

b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

The requirement in paragraph **2.a.** stating that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An officer of the corporation, if you are a corporation;

4. Your members and managers, if you are a limited liability company;

5. Your insurance manager; or

6. The trustee, if you are a trust.

Other Insurance is amended by the addition of the following:

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

4. This provision supersedes any provision to the contrary:

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Primary and Noncontributory

Insurance provided under this policy shall apply on a primary basis and shall not seek contribution from any other insurance available to an additional insured added to this policy by this endorsement subject to the following conditions:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" wherever it appears in:

1. Condition **4.b (1)(a)(ii),** and
2. **9.a** of **Section V - Definitions**

The following paragraphs are added to **8. Transfer Of Rights Of Recovery Against Other To Us:**

Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required Within A Written Agreement With You - Blanket

We waive any right of recovery we may have because of payments we make for injury or damage arising out of:

1. Your ongoing operations or "your work" done under a written contract with that person or organization; or
2. The ownership, maintenance or use of that part of the premises leased to you.

The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive the rights of recovery under this policy, but only to the extent that subrogation is waived prior to any injury or damage under a contract with that person or organization. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

The following are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- **Unintentional Failure To Disclose Hazards**

  Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Form will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium as a result of any unintentional error or omission. In addition, this provision does not affect our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

- **Liberalization Clause**

  If we revise this Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V - DEFINITIONS are amended as follows:

With respects to coverage provided by this endorsement the following definitions are amended:

Bodily Injury Redefined

3. The definition of "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and

b. Mental anguish, shock or humiliation arising out of an injury as defined in Paragraph **a.** above and that is covered under this policy. Mental anguish means any type of mental or emotional illness or distress.

- **Mobile Equipment Redefined**

  Paragraph **12. f.**, subparagraph **(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

COVERAGE EXTENSIONS

The following Coverages are added subject to the terms, conditions, limitations and exclusions stipulated for each:

- **Limited Care, Custody Or Control Liability Coverage**

  With respects to **Limited Care, Custody Or Control Liability Coverage** the following is added to Paragraph **1.a**. of **SECTION I-COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

  A. Insuring Agreement

  We will pay all sums that the insured becomes legally obligated to pay as damages because of "loss" to property of others while in the care custody or control of the insured.

  B. Exclusions

  With respect to coverage provided by Limited Care, Custody Or Control Liability Coverage: Exclusions **2.j.(4)** and **2.j.(5)** do not apply.

  The following additional exclusions are added:

  This insurance does not apply to "loss" to property:

  (a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;

  (b) Owned or occupied by, rented or leased to, or loaned to any insured;

(c) Included in the "products-completed operations hazard"; and

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to coverage provided by **Limited Care, Custody Or Control Liability Coverage** the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay for "loss"' including all resulting loss of use of that property, as a result of any one "occurrence" under this coverage is $25,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is $50,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

We will not pay for a "loss" in any one "occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible.** We will then pay the amount of "loss" or damage in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

With respect to **Limited Care, Custody Or Control Liability Coverage**, we are not obligated to pay any "loss" until such "loss" exceeds $250. We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance. This deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The terms of this insurance, including those with respect to:

(a) Our right and duty to defend any "suits" seeking those damages; and

(b) Your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the Deductible amount.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

F. Additional Definition

With respect to coverage provided by **Limited Care, Custody Or Control Liability Coverage** the following is added to **SECTION V - DEFINITIONS:**

"Loss" means any unintentional damage or destruction but does not include disappearance, abstraction or theft.

- **Voluntary Property Damage Coverage**

With respects to **Voluntary Property Damage Coverage** the following is added to Paragraph **1.a.** of **SECTION I-COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

A. Insuring AgreementDeductible

At your request, we will pay for a "loss" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period even if you are not legally liable, if such property is otherwise subject to this coverage.

B. Exclusions

With respect to coverage provided by Voluntary Property Damage Coverage:
Exclusions **2.j.(4)** and **2.j.(5)** do not apply.

The following additional exclusions are added:

This insurance does not apply to "loss" to property:

(a) Held by the insured for sale or entrusted to the insured for storage or safekeeping;

(b) Owned or occupied by, rented or leased to, or loaned to any insured;

(c) Included in the "products-completed operations hazard" or

(d) Arising from errors or mistakes in design, plans or specifications committed by or on behalf of the insured.

C. Limit Of Insurance

With respect to coverage provided by **Voluntary Property Damage Coverage** the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay for "loss", including all resulting loss of use of that property as a result of any one "occurrence" under this coverage is $5,000. However, the most we will pay for the sum of all "loss", including all resulting loss of use of property, as a result of all "occurrences" under this coverage is $25,000. These limits are part of, and not in addition to, the Each Occurrence and General Aggregate limit.

We will not pay for "loss" in any one" occurrence" until the amount of "loss" exceeds the deductible shown under **D. Deductible.** We will then pay the amount of "loss" in excess of the deductible, up to the applicable limit of insurance.

D. Deductible

With respect to **Voluntary Property Damage Coverage,** we are not obligated to pay any "loss" until such "loss" exceeds $250. We will then pay the amount of "loss" in excess of the Deductible, up to the applicable Limit Of Insurance. This Deductible amount applies to all "loss" to real or personal property belonging to others as the result of any one "occurrence".

We may pay any part or all of the Deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken; you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

E. Excess Insurance

This insurance is excess over any other collectible insurance available to the insured.

Endorsement	CG 72

Policy Number:

Optimum General Liability Plus Endorsement

F. **Additional Definitions**

With respect to coverage provided by **Voluntary Property Damage Coverage** the following is added to **SECTION V - DEFINITIONS**

"Loss" means any unintentional "property damage" but does not include disappearance, abstraction or theft.

Applicable to Limited Care, Custody or Control Liability Coverage and Voluntary Property Damage Coverage:

We will not pay for any "loss" under **Limited Care, Custody or Control Liability Coverage** unless you are legally liable. If we provide coverage for the same "loss" under **Limited Care, Custody or Control Liability Coverage** and **Voluntary Property Damage Coverage,** the most we will pay for the "loss" under the two coverages combined is $30,000.

- **Lost Key Coverage**

With respect to Lost Key Coverage the following is added to Paragraph **1.a.** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

A. **Insuring Agreement**

We will pay those sums that you become legally obligated to pay as damages due to loss of keys by an insured in the course of your business. The keys must be loaned to the insured or in the care, custody or control of the insured.

The additional insurance provided by this endorsement applies only to:

(a) The actual cost of the keys;

(b) Adjustment of locks to accept new keys; and

(c) The cost of new locks, including the cost of their installation

This additional coverage extension is subject to the following:

B. **Exclusions**

With respect to **Lost Key Coverage:**

Exclusions **2.j.(3)** and **2. j.(4)** do not apply to the loss of keys by an insured. **Lost Key Coverage** does not apply to:

(a) Misappropriation;

(b) Secretion;

(c) Conversion;

(d) Infidelity; or

(e) Any dishonest act on the part of the insured.

With respect to **Lost Key Coverage** under **SECTION II - WHO IS AN INSURED** Subparagraph **2.a.(2)** does not apply.

C. Limit Of Insurance

With respect **Lost Key Coverage** the following is added to **SECTION III - LIMITS OF INSURANCE:**

The most we will pay for loss or damage resulting from any one "occurrence" under this coverage is $5,000.

D. Deductible

With respect to **Lost Key Coverage,** a deductible of $100 applies to any loss or damage resulting from any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

- **Property Damage To Borrowed Equipment**

A. Exclusion **j.(4)** under Paragraph **2. Exclusions** of **Section I -Coverage A - Bodily Injury And Property Damage Liability** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and

2. Away from an insured's premises.

B. Subject to Paragraph **5** in **Section III - Limits Of Insurance, Coverage A** the most we will pay for damages because of "property damage" to equipment you borrow from others is $10,000 per "occurrence".

C. The insurance afforded by this provision **Property Damage To Borrowed Equipment** is excess over any valid and collectible property insurance available to the insured

- **Aggregate Limit Per Location**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C -MEDICAL PAYMENTS,** which can be attributed only to operations at a single designated "location" shown in the Declarations:

1. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location" shown in the Declarations.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Payments continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.

- **Aggregate Limit Per Project**

  For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C - MEDICAL PAYMENTS,** which can be attributed only to ongoing operations at a single construction project:

  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

     (a) Insureds;

     (b) Claims made or "suits" brought; or

     (c) Persons or organizations making claims or bringing "suits".

  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce any other Construction Project General Aggregate Limit for any other construction project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or

2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: CITY OF GRIMES

PROJECT: GRIMES PUBLIC LIBRARY

APPLICATION #: 3

PERIOD TO: 1/21/2025

PROJECT #:

CONTRACT DATE:

DISTRIBUTION TO:

- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR

FROM CONTRACTOR: MINER HARDSCAPE

VIA ARCHITECT:

Miner Hardscape
Finance Budget Code = 350-410-6499
Vendor # = 4889
Amount Due = $8,668.50 (Retainage)
MSA = 3-17-25

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Applications is made for payment, as shown below, in connections with the Contract.

Continuation Sheet, AIA, Document G703, is attached

1. ORIGINAL CONTRACT SUM	$	149,970.00
2. Net change by Change Orders	$	23,400.00
3. CONTRACT SUM TO DATE (1+2)	$	173,370.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		
5. RETAINAGE		8668.5
a. 5% of Completed Work (columns D+E on G703)		
b. 5% of Stored Materials (column F on G703)		
Total Retainage (Line 5a+5b)	$	-
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	-
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	$	**8,668.50**
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		
NET CHANGES by Change Orders		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Date: 1/22/25

State of:

County of:

Subscribed and sworn before

me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contractor Documents, based on the on-site observations and data compromising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

Attached explanation if the amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA

Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 3
Application Date: 1/21/2025
Period to:
Arichect's Project Number:

A	B		C	D	E	F	G		H	I
Item	Description		Scheduled Values	Previous App	This Period	Stored	Total	%	Balance to Finish	Retainage
	Landscape Base Bid		$ 149,970.00	$ 149,970.00			$ 149,970.00	100%		$ -
	CO#1 South fence line		$ 5,000.00	$ 5,000.00			$ 5,000.00	100%		$ -
	CO#2 Rock at swale		$ 18,400.00	$ 18,400.00			$ 18,400.00	100%		$ -
	Retainage						$ -	#DIV/0!	$ -	$ -
							$ -	#DIV/0!	$ -	$ -
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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 15 (Fifteen)

Application Period: 2/1/2025 to 2/28/2025 **Application Date:** 2/28/2025

To (Owner):	City of Grimes, IA 101 NE Harvey Street, Grimes, Iowa 50111	**From (Contractor):**	Preload LLC 4000 Tower Rd., Louisville, KY 40219	**Via (Engineer):**	McClure Engineering Co. 1360 NW 121st St, Clive, IA 50325
Owner's DWSRF Number:	FS-77-23-DWSRF-024	**Contractor's Contract Number:**	23-PD014	**Engineer's Contract Number:**	211186-040
Project:	Grimes Ground Storage Reservoir	**Contract:**	One (1) 2.0 MG Ground Storage Tank		

Application For Payment - Change Order Summary

Approved Change Orders

Number	Additions	Deductions
Totals:	$ -	$ -
Net Change by Change Order:	$ -	

1.	**Original Contract Price**			$	3,480,000.00
2.	**Net change by Change Orders**			$	-
3.	**Current Contract Price (Line 1 ± 2)**			$	3,480,000.00
4.	**Total Completed and Stored to Date (Column F on Progress Estimate)**			$	3,323,454.50
5.	**Retainage**				
a.	5.0% X $ 3,323,454.50	**Work Completed**		$	166,172.72
b.	5.0% X $ -	**Stored Material**		$	-
c.	**Early Release of Retainage**			$	-
d.	**Total Retainage (Line 5a + Line 5b - Line 5c)**			$	166,172.72
6.	**Amount Eligible to Date (Line 4 - Line 5d)**			$	3,157,281.78
7.	**Less Previous Payments (Line 6 from prior Application)**			$	3,060,314.80
8.	**Amount Due This Application**			$	96,966.98
9.	**Balance to Finish, Plus Retainage (Column G on Progress Estimate + Line 5 above)**			$	322,718.22

Contractor's Certification

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

By: Molly M Fulton Date: 3/4/25

Payment of: $96,966.98
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 3/10/25 (Date)

Payment of: $96,966.98
(Line 8 or other - attach explanation of the other amount)

is approved by: [signature] (Owner) 3-17-25 (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

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Finance Budget Code = 374-810-6499
Vendor # = 4667

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank				Application Number:	15 (Fifteen)		
Application Period:	2/1/2025	to	2/28/2025		Application Date:	2/28/2025		
			Work Completed					
A		B	C	D	E	F		G
Specification Section Number	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
General Requirements								
1.1	Bonds and Insurance	$ 27,900.00	$ 27,900.00	$ -		$ 27,900.00	100.00%	$ -
1.2	Tank Design Drawings and Calculations	$ 97,200.00	$ 97,200.00	$ -		$ 97,200.00	100.00%	$ -
1.3	Tank Crew Mobilization	$ 256,100.00	$ 256,100.00	$ -		$ 256,100.00	100.00%	$ -
1.4	Mobilization	$ 112,000.00	$ 97,440.00	$ -		$ 97,440.00	87.00%	$ 14,560.00
Sitework								
2.1	Clear and Grub Site	$ 8,000.00	$ 8,000.00	$ -		$ 8,000.00	100.00%	$ -
2.2	SWPPP Management	$ 14,300.00	$ 10,725.00	$ 429.00		$ 11,154.00	78.00%	$ 3,146.00
2.3	Silt Fence Install/Removal	$ 10,600.00	$ 7,314.00	$ -		$ 7,314.00	69.00%	$ 3,286.00
2.4	Install/Remove Construction Entrance	$ 6,100.00	$ 4,575.00	$ -		$ 4,575.00	75.00%	$ 1,525.00
2.5	Relocate Existing Stock Pile and Site Grading	$ 145,700.00	$ 109,275.00	$ 36,425.00		$ 145,700.00	100.00%	$ -
2.6	Tank Excavation	$ 125,200.00	$ 112,680.00	$ 12,520.00		$ 125,200.00	100.00%	$ -
2.7	Tank Structural Backfill Price Adjustment No.1 ($35/CY)	$ 52,000.00	$ 8,600.00	$ 29,271.50		$ 37,871.50	72.83%	$ 14,128.50
2.8	Tank Laydown Area, Crane Pads, and Panel Beds	$ 250,500.00	$ 230,460.00	$ 15,040.00		$ 245,500.00	98.00%	$ 5,000.00
2.9	Access Road Subgrade Improvements	$ 31,500.00	$ -	$ -		$ -	0.00%	$ 31,500.00
2.10	7" PCC Driveway	$ 35,000.00	$ -	$ -		$ -	0.00%	$ 35,000.00
2.11	Final Grading	$ 25,800.00	$ -	$ -		$ -	0.00%	$ 25,800.00
2.12	Seeding	$ 22,600.00	$ -	$ -		$ -	0.00%	$ 22,600.00
Utility Work								
3.1	Provide and Install 16" DIP Inlet Piping	$ 106,500.00	$ 106,500.00	$ -		$ 106,500.00	100.00%	$ -
3.2	Provide and Install 24" DIP Inlet/Outlet Piping	$ 215,300.00	$ 215,300.00	$ -		$ 215,300.00	100.00%	$ -
3.3	Storm Sewer Work	$ 18,600.00	$ 18,600.00	$ -		$ 18,600.00	100.00%	$ -
Prestressed Concrete Tank								
Form, Reinforce & Pour Floor								
4.1	Footing Forms	$ 46,500.00	$ 46,500.00	$ -		$ 46,500.00	100.00%	$ -
4.2	Reinforcing	$ 108,500.00	$ 108,500.00	$ -		$ 108,500.00	100.00%	$ -
4.3	Place Floor/Footing Concrete	$ 155,000.00	$ 155,000.00	$ -		$ 155,000.00	100.00%	$ -

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A		B	Work Completed C	Work Completed D	E	F		G
Specification Section Number	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F/B)	Balance to Finish (B - F)
Walls								
4.4	Install Beds	$ 41,400.00	$ 41,400.00	$ -		$ 41,400.00	100.00%	$ -
4.5	Form/Reinforce/Pour Panels	$ 186,000.00	$ 186,000.00	$ -		$ 186,000.00	100.00%	$ -
4.6	Erect Panels	$ 103,400.00	$ 103,400.00	$ -		$ 103,400.00	100.00%	$ -
4.7	Joints and Curbs	$ 41,400.00	$ 41,400.00	$ -		$ 41,400.00	100.00%	$ -
4.8	Shotcrete Diaphragm	$ 41,400.00	$ 41,400.00	$ -		$ 41,400.00	100.00%	$ -
Dome								
4.9	Erect Shoring	$ 74,000.00	$ 74,000.00	$ -		$ 74,000.00	100.00%	$ -
4.10	Erect Formwork	$ 55,500.00	$ 55,500.00	$ -		$ 55,500.00	100.00%	$ -
4.11	Reinforcing	$ 129,400.00	$ 129,400.00	$ -		$ 129,400.00	100.00%	$ -
4.12	Place Dome Concrete	$ 37,000.00	$ 37,000.00	$ -		$ 37,000.00	100.00%	$ -
4.13	Remove Formwork	$ 55,500.00	$ 55,500.00	$ -		$ 55,500.00	100.00%	$ -
Prestress								
4.14	Prestress	$ 86,700.00	$ 86,700.00	$ -		$ 86,700.00	100.00%	$ -
4.15	Wire Coat	$ 36,200.00	$ 36,200.00	$ -		$ 36,200.00	100.00%	$ -
4.16	Body Coat	$ 32,500.00	$ 32,500.00	$ -		$ 32,500.00	100.00%	$ -
4.17	Final Coat	$ 7,300.00	$ 7,300.00	$ -		$ 7,300.00	100.00%	$ -
Miscellaneous								
4.18	Tank Pipe, Fittings & Appurtenances	$ 76,000.00	$ 76,000.00	$ -		$ 76,000.00	100.00%	$ -
4.19	Ladder/ Vent/ Hatch/ Misc. Metals	$ 59,000.00	$ 59,000.00	$ -		$ 59,000.00	100.00%	$ -
4.20	Paint	$ 43,000.00	$ 43,000.00	$ -		$ 43,000.00	100.00%	$ -
4.21	Mixing System	$ 38,000.00	$ 38,000.00	$ -		$ 38,000.00	100.00%	$ -
Electrical								
5.1	Electrical Work	$ 335,400.00	$ 327,015.00	$ 8,385.00	$ -	$ 335,400.00	100.00%	$ -
Architectural Treatment								
6.1	Install Brick Pilasters	$ 130,000.00	$ 130,000.00	$ -		$ 130,000.00	100.00%	$ -
Approved Project Change Orders								
	Total	$ 3,480,000.00	$ 3,221,384.00	$ 102,070.50	$ -	$ 3,323,454.50	95.50%	$ 156,545.50

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Stored Material Summary

Contractor's Application

For (Contract):	One (1) 2.0 MG Ground Storage Tank							**Application Number:**		15 (Fifteen)	
Application Period:	2/1/2025		to		2/28/2025			**Application Date:**		2/28/2025	
A	B	C		D		E	Subtotal Amount Completed and Stored to Date (D + E)	F			G
				Stored Previously				Incorporated in Work			
Specification Section / Bid Item No.	Supplier Invoice Number	Description of Materials or Equipment Stored	Storage Location	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)		Date (Month/ Year)	Amount ($)		Materials Remaining in Storage ($) (D + E - F)
5.1	-	THHN Wire	Newton, IA	Nov-2023	$ 17,405.00	$ -	$ 17,405.00	Dec-2024	$ 17,405.00		$ -
					$ -		$ -				$ -
					$ -		$ -				$ -
					$ -		$ -				$ -
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					$ -		$ -				$ -
		Totals			$ 17,405.00	$ -	$ 17,405.00		$ 17,405.00		$ -

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Partial Pay Estimates Paid-to-Date

Contractor's Application

For (Contract):	Grimes Ground Storage Reservoir One (1) 2.0 MG Ground Storage Tank					**Application Number:**	15 (Fifteen)
						Application Date:	2/28/2025
Application Period:	From:	2/1/2025	To:	2/28/2025	**Contractor:**	Preload LLC 4000 Tower Rd., Louisville, KY 40219	

Original Contract Amount: $ 3,480,000.00

Approved Change Orders:

Number	Date	Amount

Revised Contract Amount: $ 3,480,000.00

Pay Estimates Paid-to-Date

Pay Estimate Number	Date	Amount
01	12/12/2023	$ 183,673.95
02	1/23/2024	$ 261,015.35
03	3/12/2024	$ 46,170.00
04	4/9/2024	$ 97,523.20
05	5/14/2024	$ 166,003.95
06	6/25/2024	$ 16,647.80
07	7/23/2024	$ 202,292.05
08	8/27/2024	$ 353,785.70
09	9/10/2024	$ 571,900.00
10	10/22/2024	$ 395,722.50
11	11/12/2024	$ 46,597.50
12	12/10/2024	$ 373,615.05
13	1/14/2025	$ 304,655.50
14	2/25/2025	$ 40,712.25
15		

Total Estimates Paid to Date: $ 3,060,314.80

Total Construction Cost: $ 3,060,314.80

McCLURE ENGINEERING Co.

RESOLUTION 03-3025 APPROVING CHANGE ORDERS

Grimes Resolution No. 03-3025

WHEREAS, the City of Grimes has retained the services of professional contractors for City projects;

WHEREAS, the contractor has agreed to provide a scope of work for the City;

WHEREAS, the contractor from time deems it necessary to amendment a construction contract that changes the contractor's scope of work or materials;

WHEREAS, The change order may adjust the amount of time for completion of work or increase or decrease the contract price;

WHEREAS, the City staff has reviewed and approved the attached change orders.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, the attached change orders shall be approved as submitted.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

CHANGE ORDER FORM

CITY OF GRIMES

Project Title: SE Little Beaver Dr. and SE 4th St. Reconstruction
Contractor: Sternquist Construction, Inc.
Address: 110 N. 14th Street, Indianola, IA 50125
Finance Budget Code: 371-210-6499 **Finance Project #**
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 11, 2025 **Vendor #** 4488

Change Order Number: 1

Change Order Date: March 25, 2025

Purpose of Change Order:

Additional tree removed at 717 SE 4th Street.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Additional Tree Removal	LS	1.00	$ 1,980.00	$ 1,980.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 1 makes the following adjustments to the contract: $ 1,980.00

Contractor Accepted: Sternquist Construction, Inc.
Firm Name
Nick Waterhouse — 3-14-2025
Signature — Date

Engineer Approved: City of Grimes
Firm Name
3-14-25
Signature — Date

Owner Accepted: City of Grimes
Signature — Title
Date

Attest for Owner:
Signature — Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 888,730.50
1	March 25, 2025	$ 1,980.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount $ 890,710.50

CHANGE ORDER FORM

Project Title:	Grimes Public Safety Center		
Contractor:	1st Interiors, Inc.		
Address:	1100 SE Westbrooke Dr., Waukee, IA 50263		
Finance Budget Code:	378-150-6499	***Finance Project #***	0
Vendor Project or Invoice #:	X242400	***PO #***	0
Original Contract Date:	June 25, 2024	***Vendor #***	4804

Change Order Number: 2

Change Order Date: March 25, 2025

Purpose of Change Order:

PC0 016 (Change Event # 020): ASI 05: Vestibule Wall Type Change
(Change Event # 021) PR 8 & RFI 34 Enevelope Changes
(Change Event #23) RFI 37 Insulation Change

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PCO 016 - ASI Vestibule Wall Change		1.00	$ 450.00	$ 450.00
2	PR 8 & RFI 34: Envelope Changes		1.00	$ 2,768.00	$ 2,768.00
3	RFI 37: Insulation Change		1.00	$ (661.00)	$ (661.00)
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -
Change Order Number: 2 makes the following adjustments to the contract:					**$ 2,557.00**

Contractor Accepted: 1st Interiors, Inc.
Firm Name

Allyson Dunn
Signature

3/14/2025
Date

Engineer Approved: SVPA Architects Inc.
Firm Name

Signature

03.17.25
Date

Owner Accepted: City of Grimes MSA 3-19-25

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 495,335.00
1	November 26, 2024	$ 155.00
2	March 25, 2025	$ 2,557.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount $ 498,047.00

PCO #014

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #014: CE #023 - RFI 37 Insulation Change

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	014 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	($661.00)

POTENTIAL CHANGE ORDER TITLE: CE #023 - RFI 37 Insulation Change

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #023 - RFI 37 Insulation Change
RFI 37 changes spray foam and intumescent paint at the exterior wall jambs & headers to rock wool due to temperature constraints with the spray foam.

1/27/25: 1st Interiors: ($661)
Credit to change spray foam with intumescent painting to rock wool at exterior walls jambs/headers.
Requested cost breakdown: ($241) material + ($420) labor

ATTACHMENTS:
Grimes Public Safety RFI 37.pdf

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000090.2500 - BP #07 - 1st Interiors	RFI 37	Commitment	($661.00)
				Subtotal:	($661.00)
				Grand Total:	(**$661.00**)

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

1ST INTERIORS, Inc.
1100 SE WESTBROOKE DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS • PHONE (515) 987-6122 FAX (515) 987-0988

Mr. Jack Harris
Weitz Company

January 27, 2025

Re: Grimes Public Safety
RFI 37

This letter serves as a summary of the scope of additional work proposed or performed to date.

RFI 37 -

- Price includes credit to install mineral wool at headers/jambs in lieu of spray foam.

MAT	**$241**
LABOR	**$420**
BASE BID- Credit	**<$661>**

EXCLUSIONS/CLARIFICATIONS
***Same as original.**

Thank you for the opportunity to be involved. Please call if you have any questions or comments.
Acknowledge Addendum: **None.**

Sincerely,
1st Interiors, Inc.

Ally Dunn

PCO #015

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #015: CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	015 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$10,117.82

POTENTIAL CHANGE ORDER TITLE: CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification
12/02/2024: Weitz held an exterior envelope review with all relevant contractors and SVPA.
12/02/2024: White told the meeting group that SVPA would issue an ASI to reflect these changes.
12/20/2024: White emailed Harris and Morrison that the review of the ACM, storefront, and curtainwall shop drawings would be delayed until the ASI for the exterior envelope was issued.
01/13/2025: White issued PR 08 to Weitz. The same day White called Harris and asked him to hold off on distributing the PR, as they needed to tweak the PR further. The final PR 08 was sent to Weitz by EOD.
01/14/2025: Harris distributed PR 08 to all contractors.
01/15/2025: Kruck noted no cost for PR 08.
01/21/2025: MAGS provided cost.
01/22/2025: MAGS $5,026 - updated cost that included break metal at the polycarbonate as noted from RFI 034.
1/30/25: 1st Interiors: $2,768 - additional framing, additional vapor barrier at canopies, engineering cost for revising shop drawings.
2/12/25: Requested breakdown from 1st Interiors.
2/13/25: 1st Interiors cost breakdown received: $1,217 material & $1,551 labor
2/18/25: Henkel $2,323.82 for additional TS framing.
3/4/25: Email to DDVI to confirm no cost for them. Rich response noting no cost for PR 8 but will have blocking cost to capture in RFI 34. Asked Rich to confirm timing for blocking cost. Would prefer it all be captured in this change event since MAGS included RFI 34 pricing with their PR 8 cost.
3/6/25: Discussed after prime meeting and need to confirm blocking details with SVPA & MAGS to ensure details work for all parties. Will capture DDVI blocking pricing in a separate change event as not to delay approval of the other costs.

ATTACHMENTS:
2421A PCO 008 PR-008 - Exterior Envelope and Canopy Revisions.pdf_ _MAGS CO 2 PR08 bo rev 1.pdf_ _MAGS CO 2 PR08 rev 1.pdf_ _2025-01-13_23012_Grimes Public Safety Center PR-008 Canopy Revisions-Updated.pdf_

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000080.2500 - BP #06 - MAGS	PR 8	Commitment	$ 5,026.00
2	GRIMES FIRE STATION PRIME VOL	00-000090.2500 - BP #07 - 1st Interiors	PR 8	Commitment	$ 2,768.00

PCO #015

3	GRIMES FIRE STATION PRIME VOL	00-000030.2500 - BP #03 - Henkel	PR 8	Commitment	$ 2,323.82
				Subtotal:	$10,117.82
				Grand Total:	**$10,117.82**

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

1ST INTERIORS, Inc.
1100 SE WESTBROOKE DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS • PHONE (515) 987-6122 FAX (515) 987-0988

Mr. Stephanie Morrison
Weitz Company

February 13, 2025

Re: Grimes Public Safety
PR 08

This letter serves as a summary of the scope of additional work proposed or performed to date.

PR 08-

- Price includes M/L to install additional framing per PR 08.
- Includes M/L to install additional vapor barrier at entry canopy/bump out canopy.
- Includes cost for revised engineered shop drawings.

MAT	**$1,217**
LABOR	**$1,551**
BASE BID-	**$2,768**

EXCLUSIONS/CLARIFICATIONS
***Same as original.**

Thank you for the opportunity to be involved. Please call if you have any questions or comments.
Acknowledge Addendum: **None.**

Sincerely,
1st Interiors, Inc.

Ally Dunn

PCO #016

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #016: CE #020 - ASI 05: North and South Vestibule Wall Type Change

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	016 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/11 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$450.00

POTENTIAL CHANGE ORDER TITLE: CE #020 - ASI 05: North and South Vestibule Wall Type Change

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #020 - ASI 05: North and South Vestibule Wall Type Change
This ASI changed the wall types in the North and South interior vestibule walls from I.1A to I.1C (3-5/8" studs to 6" studs). This originated from the design team.

01/14/2025: SVPA distributed ASI 05 to OAC group.
01/14/2025: Weitz distributed ASI 05 to contractors.
01/14/2025: Weitz received cost from 1st Interiors to change the wall type.
2/12/25: Emailed 1st Interiors to review pricing as it seems high. Only appears to be approx. 15lf of wall affected.
2/13/25: 1st Interiors revised pricing of $646 submitted.
3/3/25: Email back to Aly, still confused by the cost of this change. Doesn't affect that many studs to be $600+. Requested more explanation.
3/6/25: 1st Interiors revised pricing of $450 submitted.
3/10/25: Email to Aly requesting cost breakdown.
3/11/25: 1st Interiors cost breakdown rec'd: It's $30/LF more for 6" studs than 3 5/8". With the 15 LF of wall * $30 difference = $450 additional cost.

ATTACHMENTS:
GPS ASI 5.pdf_ _Grimes Public Safety PR 5.pdf_ _2025-01-14_23012_Grimes Public Safety Center ASI-05 Interior Wall Revisions.pdf_

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000090.2500 - BP #07 - 1st Interiors	ASI 05 Vestibule Wall Type Change	Commitment	$ 450.00
				Subtotal:	$450.00
				Grand Total:	**$450.00**

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

1ST INTERIORS, Inc.
1100 SE WESTBROOKE DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS • PHONE (515) 987-6122 FAX (515) 987-0988

Mr. Jack Harris
The Weitz Company

March 6, 2025

Re: Grimes Public Safety Building
ASI 05

This letter serves as a summary of the scope of additional work proposed or performed to date.

ASI 05 -

- Price includes M/L to install 6" studs in lieu 3 5/8" studs.

BASE BID- $450

EXCLUSIONS/CLARIFICATIONS
***Same as original.**

Thank you for the opportunity to be involved. Please call if you have any questions or comments.
Acknowledge Addendum: **None.**

Sincerely,
1st Interiors, Inc.

Ally Dunn

Stephanie Morrison

From: Allyson Dunn <allyson@1st-interiors.com>
Sent: Tuesday, March 11, 2025 8:17 AM
To: Stephanie Morrison
Cc: Jack Harris; Eli Davis
Subject: RE: GPS - ASI 5 pricing

Steph

It's $30/LF more for 6" studs than 3 5/8". With the 15 LF of wall * $30 difference = $450 additional cost.

Thank you

Ally Dunn

1ST INTERIORS, Inc.
1100 SE WESTBROOK DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS
(O) 515.987.6122
(C) 515.343.7741
allyson@1st-interiors.com

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Monday, March 10, 2025 8:20 AM
To: Allyson Dunn <allyson@1st-interiors.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: RE: GPS - ASI 5 pricing

This message is from an **EXTERNAL SENDER.** If the sender is unknown to you, be **CAUTIOUS** particularly with links and attachments. **NEVER** give out your user ID or password.

Hi Ally,
I appreciate that you lowered the price but can you provide some breakdown for this? How many studs and what length and at what unit price to get to $450? I believe only 10-15 studs are affected with most of those being partial height.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com

WEITZ /// BUILD A BETTER WAY.

From: Allyson Dunn <allyson@1st-interiors.com>
Sent: Thursday, March 6, 2025 10:10 AM
To: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: RE: GPS - ASI 5 pricing

Stephanie

Sorry for the delay. Please see the attached revised pricing for ASI 05.

Let me know if you have any questions.

Thank you

Ally Dunn

1ST INTERIORS, Inc.
1100 SE WESTBROOK DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS
(O) 515.987.6122
(C) 515.343.7741
allyson@1st-interiors.com

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Thursday, March 6, 2025 7:41 AM
To: Allyson Dunn <allyson@1st-interiors.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: RE: GPS - ASI 5 pricing

This message is from an **EXTERNAL SENDER.** If the sender is unknown to you, be **CAUTIOUS** particularly with links and attachments. **NEVER** give out your user ID or password.

Hi Ally,
I was curious if you've had a chance to review this again? I'd like to get the cost log cleaned up so looking to get this one processed if we can agree on the pricing.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com

WEITZ /// BUILD A BETTER WAY.

From: Stephanie Morrison
Sent: Monday, March 3, 2025 12:13 PM

To: Allyson Dunn <allyson@1st-interiors.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: RE: GPS - ASI 5 pricing

Hi Ally,
I'm still struggling with the cost on this one. Sorry, as I'm not trying to make this difficult. It seems ASI 5 only affected a handful of studs considering the walls that were increased to 6" from 3 5/8" studs are only about 15lf in total and they are vestibule walls with door openings, so literally filled with door frames and/or sidelites. We are talking about a few full height studs otherwise it is header studs to get to deck from above the door openings. Can you please provide some additional breakdown or explanation on the $646 of material cost increase on this? I know I will get push-back if submitted as-is. I appreciate any help you can provide.
Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com

WEITZ /// BUILD A BETTER WAY.

From: Allyson Dunn <allyson@1st-interiors.com>
Sent: Thursday, February 13, 2025 12:25 PM
To: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: RE: GPS - ASI 5 pricing

Stephanie

I did have additional footage included, please see the attached revised pricing.

Thank you!

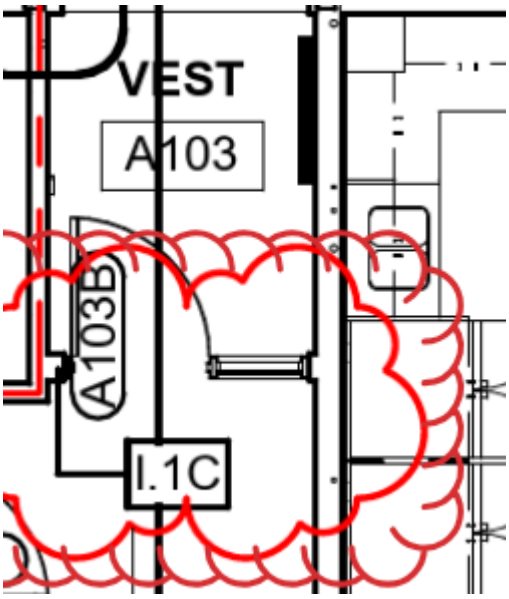
Ally Dunn

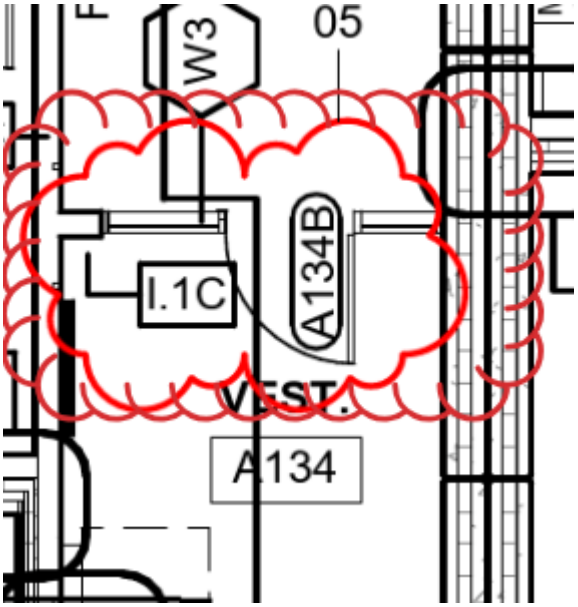
1ST INTERIORS, Inc.
1100 SE WESTBROOK DR
WAUKEE, IA 50263
INTERIOR CONSTRUCTION SPECIALISTS
(O) 515.987.6122
(C) 515.343.7741
allyson@1st-interiors.com

From: Stephanie Morrison <Stephanie.Morrison@weitz.com>
Sent: Wednesday, February 12, 2025 3:46 PM
To: Allyson Dunn <allyson@1st-interiors.com>
Cc: Jack Harris <Jack.Harris@weitz.com>; Eli Davis <Eli.Davis@weitz.com>
Subject: GPS - ASI 5 pricing

This message is from an **EXTERNAL SENDER.** If the sender is unknown to you, be **CAUTIOUS** particularly with links and attachments. **NEVER** give out your user ID or password.

Hi Ally,
I'm working through cost log items and noticed you submitted a cost of $984 for ASI 5. ASI 5 changes the stud wall between the vestibule and the corridor from a 3 5/8" stud to a 6" stud. It appears to only affect the wall with the vestibule door in it, so approx. 15lf combined. The price seems quite expensive as I'm assuming it is just a material cost since the labor to install this small lineal footage would be insignificant for 3 5/8" vs 6" studs. Please review and confirm your pricing. I'm wondering if more lineal footage was included by mistake?





Thanks,
Steph

STEPHANIE MORRISON
Senior Project Manager

611 5th Avenue, Suite 300, Des Moines, IA 50309
o 515.246.4709 c 515.201.3766 e stephanie.morrison@weitz.com

WEITZ /// BUILD A BETTER WAY.™

CHANGE ORDER FORM

Project Title:	Grimes Public Safety Center		
Contractor:	DDVI		
Address:	1817 N. 7th Street, Indianola, IA 50125		
Finance Budget Code:	378-150-6499	***Finance Project #***	0
Vendor Project or Invoice #:	X242400	***PO #***	0
Original Contract Date:	June 25, 2024	***Vendor #***	4793

Change Order Number: 3

Change Order Date: March 25, 2025

Purpose of Change Order:

PCO 012 (Change Event 013): Granular Fill/Over - Excavation at Footings
(Change Event 016) PR7: Eliminate Base Cabinets and add Countertop Brackets

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PCO 012 - Over-Exc. at footings		1.00	$ 2,865.32	$ 2,865.32
2	PR 7 Delete Base Cabs & Add Countertop Supports		1.00	$ (127.00)	$ (127.00)
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 3 makes the following adjustments to the contract: $ 2,738.32

Contractor Accepted: DDVI
Firm Name

Gina Piper
Signature

3/17/25
Date

Engineer Approved: SVPA Architects Inc.
Firm Name

Robert F. Ols
Signature

03.17.25
Date

Owner Accepted: City of Grimes MSA 3-19-25

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,365,000.00
1	November 26, 2024	$ 1,162.44
2	February 11, 2025	$ 751.37
3	March 25, 2025	$ 2,738.32
4		
5		
6		
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9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount $ 1,369,652.13

PCO #012

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #012: CE #013 - Granular Fill/Over-Excavation at Footings

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	012 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$2,865.32

POTENTIAL CHANGE ORDER TITLE: CE #013 - Granular Fill/Over-Excavation at Footings

CHANGE REASON: Unforseen Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #013 - Granular Fill/Over-Excavation at Footings
The testing agent (Allendar Butzke) has required granular fill and over excavation at a few locations within the footing excavations, as their testing showed poor soil conditions. This is an unforeseen condition and occurred at (3) locations. Jordison proceeded with the work so the concrete pours weren't delayed, and captured the hours on work tickets. ABE witnessed the repair work and confirmed the conditions were adequate before the concrete was poured.

Jordison work tickets:
11/11/24: 1hr labor and machine, 1 load of rock to over-excavate area 10' L x 4' W x 8" deep
11/20/24: 1hr labor and machine, 1 load of rock to over-excavate area 16' L x 4' W x 8" deep

Also included over-exc. per 12/2/24 ABE report at column footings along grid 2, (4) locations.

DDVI: $2,865.32
Jordison cost of $2,658 + markup
Jordison cost breakdown is:

- $950 labor
- $740 equipment
- $948 rock

12/30/24: Spoke with Rich on site about confirming Jordison backup and followed up with an email to DDVI.
1/23/25: Discussed with Rich at prime meeting. He will follow up with Jordison for more information.
1/26/25: Emailed Joe Morton at Jordison requesting the information & noting I need it by EOD 1/27 in order to make the next council meeting, copied DDVI & Weitz team.
2/12/25: Emailed Joe at Jordison again and copied DDVI & Weitz team. Backup not yet received.
2/25/25: DDVI submitted additional Jordison backup.
3/3/25: Email to DDVI noting to submit coversheet for Jordison change request.
3/6/25: DDVI: $2,865.32 updated coversheet (DDVI COR 4).

ATTACHMENTS:

PCO #012

PCO# 4 Updated.pdf_ _scan.pdf_

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000010.2500 - BP #02 - DDVI	Over-Exc. at footings	Commitment	$ 2,865.32
				Subtotal:	$2,865.32
				Grand Total:	**$2,865.32**

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

DDVI

General Contractor
Remittance Address: P.O. Box 743 - Indianola, Iowa 50125
Physical Address: 1817 North 7th Street - Indianola, Iowa 50125
515-962-2176 ph/515-962-2199 fax

PROJECT

Grimes Public Safety

Project #24-652

PR#	
CO#	

Cost for Proposed Change	**4**

Approved	
Gina	
JC	
Sub	
Field	

DATE: 12/12/24

ARCHITECT: SVPA

DESCRIPTION: Additional overdig of footings per AB Engineers direction at various locations at footing grid lines
*soils remain on site

Contractor:	Description	Total
DDVI		$0.00
	DDVI total:	**$0.00**
Jordison		$2,658.00
		$0.00
		$0.00
		$0.00
	Sub Total:	**$2,658.00**
DDVI Markup (10%)		$0.00
Sub Markup (5%)		$132.90
Bonds/Ins on sub (2.8%)		$74.42
Cost for Proposed Change	**4**	**$2,865.32**

NOTE: We are requesting a (0) day time extension

Jordison Construction Inc.
12014 Ridgemont Dr.
Urbandale, IA 50323
Ph : (515)225-4196

Change Request

To: Rich Piper
DDVI, Inc.
18th Avenue West
Box 275
Albia, IA 52531

Number: 2
Date: 12/6/24
Job: 24-039 Grimes Public Safety - DDVI
Phone:

Description: Rock and over dig

We are pleased to offer the following specifications and pricing to make the following changes:

Labor and material to over dig and install rock
Machine time - $740
Labor $950
Rock = $948

The total amount to provide this work is $2,658.00

If you have any questions, please contact me at 515-225-4196.

Any outstanding Change Request over 45 days is subject to invoice. Price is valid for 30 days.

Submitted by: Katie Riekena
Jordison Construction

Approved by: _____
Date: _____

PCO #013

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #013: CE #016 - PR 7: Millwork and Furniture Overlap - Eliminate Base Cabs

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	013 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	($127.00)

POTENTIAL CHANGE ORDER TITLE: CE #016 - PR 7: Millwork and Furniture Overlap - Eliminate Base Cabs

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #016 - PR 7: Millwork and Furniture Overlap - Eliminate Base Cabs
12/03/2024: White with SVPA asked the Weitz team to provide a cost to remove the lower cabinets in the report room and the countertop and bracket in the report room.
12/5/24: SVPA confirmed that the countertop will stay and only the lower millwork will be eliminated.

DDVI: ($496) Delete base casework in A135.

12/30/24: Email to DDVI to request a coversheet to capture material credit as well as labor credit.

1/7/25: PR 7 issued to document the change in millwork as the lower cabinets are overlapped with the furniture package.

1/13/25: DDVI: $513.13
Arch Arts proposal includes a credit for the base cabinets being eliminated and an add for the countertop support brackets, results in an overall add of $476 for Arch Arts.

1/14/25: Email to DDVI to confirm labor is a wash as it isn't addressed on the proposal. DDVI confirmed labor is a wash.

1/26/25 - 1/27/25: Emailed DDVI regarding cost breakdown for Haefele brackets. Other bracket options reviewed and approved by SVPA.
2/6/25: DDVI: ($127) revised pricing received.
2/12/25: Email to 1st Interiors to confirm no cost for painting the countertop wall brackets.
2/14/25: 1st Interiors response noting no cost for them to paint the added wall brackets.

ATTACHMENTS:
Revised PCO#5r.pdf _ _2025-01-07_23012_Grimes Public Safety Center PR 007.pdf_

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000010.2500 - BP #02 - DDVI	PR 7 Delete Base Cabs & Add Countertop Supports	Commitment	($127.00)

PCO #013

Subtotal:	($127.00)
Grand Total:	(**$127.00**)

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

DDVI

General Contractor
Remittance Address: P.O. Box 743 - Indianola, Iowa 50125
Physical Address: 1817 North 7th Street - Indianola, Iowa 50125
515-962-2176 ph/515-962-2199 fax

PROJECT
Grimes Public Safety
Project #24-652

PR#	7r
CO#	

Cost for Proposed Change	5r

Approved	
Gina	
JC	
Sub	
Field	

DATE: 02/06/25

ARCHITECT: SVPA

DESCRIPTION: Repriced with A&M Hardware brackets as V.E. Option

Contractor:	Description	Total
DDVI		$0.00
	DDVI total:	**$0.00**
Archetectual Arts		($127.00)
		$0.00
		$0.00
		$0.00
	Sub Total:	**($127.00)**
DDVI Markup (10%)		$0.00
Sub Markup (5%)		
Bonds/Ins on sub (2.8%)		
Cost for Proposed Change	**5r**	**($127.00)**

NOTE: We are requesting a (0) day time extension

ARCHITECTURAL **ARTS**

2200 East Ovid
Des Moines, Iowa 50313
ph. 515.265.4441
fax 515.263.0623

Proposed Change Order

Architectural Arts PCO# **1B**

To: DDVI, Inc.
1817 N 7th Street - P.O. Box 743
Indianola, IA. 50125

Date: 1/28/2025

Attn: Mr. Rich Piper 0
Phone: 515-962-2176

From: Chris Septer chriss@architecturalarts.com
Phone: 515-564-1837
Re: **Grimes Public Safety Center**

Item	Description	Quoted Amount	0% Tax	Total
1	Rm A135 Reports:	$ (127)	$ -	$ (127)
	DEDUCT all base casework		$ -	$ -
	ADD (9) A&M Hardware standard CTOP support brackets & wall cleat		$ -	$ -
	Brackets provided with "Primed" finish for paint on-site by others		$ -	$ -
	**Upper casework to remain. CTOPs & (1) support to remain.*		$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
		$ (127)	$ -	$ (127)

Notes: REF: PR-07 (5 & 6/A400), dated 01/07/2025
*Repriced with A&M Hardware brackets as V.E. option.

Please sign & return authorizing Architectural Arts to proceed with this Change Order/Extra. Architectural Arts will not release any additional millwork without written authorization. When accepted, this proposal is considered part of any purchase order agreement.

Approved By: _____

Date: _____

CHANGE ORDER FORM

Project Title:	Grimes Public Safety Center		
Contractor:	Mid-American Glazing Systems		
Address:	3750 W. River Drive, Davenport, IA 52802		
Finance Budget Code:	378-150-6499	***Finance Project #***	0
Vendor Project or Invoice #:	X242400	***PO #***	0
Original Contract Date:	June 25, 2024	***Vendor #***	4800

Change Order Number: 1

Change Order Date: March 25, 2025

Purpose of Change Order:

PCO 15 (Change Event 021) - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	PR: 08 Exterior Envelope Changes & RFI 34 Soffit Modification		1.00	$ 5,026.00	$ 5,026.00
2					$ -
3					$ -
4					$ -
5					$ -
6					$ -
7					$ -
8					$ -
9					$ -
10					$ -

Change Order Number: 1 makes the following adjustments to the contract: $ 5,026.00

Contractor Accepted: Mid-American Glazing Systems
Firm Name

Mike Carlson — Signature
03-17-25 — Date

Engineer Approved: SVPA Architects Inc.
Firm Name

Signature
03.17.25 — Date

Owner Accepted: City of Grimes MSA 3-19-25

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 397,060.00
1	March 25, 2025	$ 5,026.00
2		
3		
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14		
15		

Revised Contract Amount $ 402,086.00

PCO #015

THE WEITZ COMPANY, LLC
611 5th Avenue Suite 300
Des Moines, Iowa 50309
Phone: (515) 246-4700
Fax: (515) 246-4799

Project: X242400 - GRIMES FIRE STATION
2001 SW 6th St.
GRIMES, Iowa 50111

Prime Contract Potential Change Order #015: CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification

TO:	CITY OF GRIMES 110 NORTH HARVEY GRIMES Iowa, 50111	**FROM:**	WEITZ COMPANY-IOWA, THE 611 5TH AVE SUITE 300 DES MOINES Iowa, 50309
PCO NUMBER/REVISION:	015 / 0	**CONTRACT:**	1 - Dummy Prime Contract - PCCO's for Prime Changes
REQUEST RECEIVED FROM:		**CREATED BY:**	Stephanie Morrison **(WEITZ COMPANY-IOWA, THE)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/10 /2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**REVISED SUBSTANTIAL COMPLETION DATE:**	
		TOTAL AMOUNT:	$10,117.82

POTENTIAL CHANGE ORDER TITLE: CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #021 - PR 08: Exterior Envelope Changes & RFI 34 Soffit Modification
12/02/2024: Weitz held an exterior envelope review with all relevant contractors and SVPA.
12/02/2024: White told the meeting group that SVPA would issue an ASI to reflect these changes.
12/20/2024: White emailed Harris and Morrison that the review of the ACM, storefront, and curtainwall shop drawings would be delayed until the ASI for the exterior envelope was issued.
01/13/2025: White issued PR 08 to Weitz. The same day White called Harris and asked him to hold off on distributing the PR, as they needed to tweak the PR further. The final PR 08 was sent to Weitz by EOD.
01/14/2025: Harris distributed PR 08 to all contractors.
01/15/2025: Kruck noted no cost for PR 08.
01/21/2025: MAGS provided cost.
01/22/2025: MAGS $5,026 - updated cost that included break metal at the polycarbonate as noted from RFI 034.
1/30/25: 1st Interiors: $2,768 - additional framing, additional vapor barrier at canopies, engineering cost for revising shop drawings.
2/12/25: Requested breakdown from 1st Interiors.
2/13/25: 1st Interiors cost breakdown received: $1,217 material & $1,551 labor
2/18/25: Henkel $2,323.82 for additional TS framing.
3/4/25: Email to DDVI to confirm no cost for them. Rich response noting no cost for PR 8 but will have blocking cost to capture in RFI 34. Asked Rich to confirm timing for blocking cost. Would prefer it all be captured in this change event since MAGS included RFI 34 pricing with their PR 8 cost.
3/6/25: Discussed after prime meeting and need to confirm blocking details with SVPA & MAGS to ensure details work for all parties. Will capture DDVI blocking pricing in a separate change event as not to delay approval of the other costs.

ATTACHMENTS:
2421A PCO 008 PR-008 - Exterior Envelope and Canopy Revisions.pdf_ _MAGS CO 2 PR08 bo rev 1.pdf_ _MAGS CO 2 PR08 rev 1.pdf_ _2025-01-13_23012_Grimes Public Safety Center PR-008 Canopy Revisions-Updated.pdf_

#	SubJob	Cost Code	Description	Type	Amount
1	GRIMES FIRE STATION PRIME VOL	00-000080.2500 - BP #06 - MAGS	PR 8	Commitment	$ 5,026.00
2	GRIMES FIRE STATION PRIME VOL	00-000090.2500 - BP #07 - 1st Interiors	PR 8	Commitment	$ 2,768.00

PCO #015

3	GRIMES FIRE STATION PRIME VOL	00-000030.2500 - BP #03 - Henkel	PR 8	Commitment	$ 2,323.82
				Subtotal:	$10,117.82
				Grand Total:	**$10,117.82**

Authorization: The undersigned hereby directs the Contractor, to proceed as denoted above in the performance of the change at the amount and terms stated above. It is understood that the work described in this change proposal shall be incorporated, uncontested, in to the next formal Change Order.

Casey White (SVPA ARCHITECTS INC)	**CITY OF GRIMES**	**WEITZ COMPANY-IOWA, THE**
	110 NORTH HARVEY	611 5TH AVE SUITE 300
Des Moines Iowa 50310	GRIMES Iowa 50111	DES MOINES Iowa 50309
		Stephanie Morrison 3/11/2025
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

Mid-American Glazing Systems
3750 W. River Dr.
Davenport, IA 52802
ph. 563) 383-6001

CHANGE ORDER REQUEST
2 rev 1

MAGS CO #	2 rev 1

OWNER OR CONTRACTOR
City of Grimes
The Weitz Company, LLC
611 5th Ave. Suite #300
Des Moines, Iowa 50309

PROJECT
Grimes Public Safety Center
2001 SW 6th Street
Grimes, Iowa 50111

PROJECT #	CONTRACT DATE	DATE ISSUED
0	June 7, 2024	January 22, 2025

Description of change order request:

PR08 and shop drawing mark ups. Add 3rd row of sealant, backer rod and break metal @ C1, W3, W4, W10, W10A, W12 only as noted on shops.

TOTAL CHANGES …… $5,026.00

Contract Details

Original Contract Sum ……	$397,060.00	
Net Change By Previous Change Orders……	$0.00	
Contract Sum To Date ……..	$397,060.00	*See below
Amount of this Change Order ……	$5,026.00	
New Contract Value Including This Change Order ……..	$402,086.00	*See below

Please issue a change order to Mid American Glazing Systems, Inc. Reflecting the above described work and values within (5) working days.

By: _____

Title: _____

Date: _____

* Contract sum may not reflect all change orders submitted

Date: January 22, 2025

Change Order Analysis

Project Name: Grimes Public Safety Center
Project Address: 0

Subcontractor: MAGS
Bid Package: Glass and Glazing

Change Request #: 2 rev 1
Cost Event #:

MAGS #: 2 rev 1

Description of Work: PR08 and shop drawing mark ups. Add 3rd row of sealant, backer rod and break metal @ C1, W3, W4, W10, W10A, W12 only as noted on shops.

Labor *(Rates Based on Labor Rate Sheet, O & P Included)*

Tradesmen	*# Hrs*	*Unit*	*Hourly Rate*	*Cost w/ O & P*
Journeyman	24	1.00	98.00	2,352.00
				-
				-
				-

TOTAL LABOR **$ 2,352.00**

Material & Equipment *(List Materials Separately)*

Description	*Qty*	*Unit*	*Unit Price*	*Raw Cost*
Sealant & Backer rod	1	1.00	825.00	825.00
Break metal	1	1.00	1,500.00	1,500.00
				-
				-

Subtotal:		$	2,325.00
Sales Tax:	0.0%	$	-
Subtotal Material & Equipment:		$	2,325.00
Overhead & Profit:	***15%***	$	348.75
TOTAL MATERIAL & EQUIPMENT		**$**	**2,673.75**

2nd Tier Subcontractors *(Attach Invoices from subcontractors)*

Subcontractor	*Description of Work*	*Raw Cost*

Subtotal:		$	-
Markup on Subcontractors:	***10%***	$	-
TOTAL SUBCONTRACTORS		**$**	**-**

TOTAL LABOR	$	2,352.00
TOTAL MATERIAL & EQUIPMENT	$	2,673.75
TOTAL SUBCONTRACTS	$	-
SUBTOTAL	$	5,025.75

TOTAL CHANGE REQUEST AMOUNT: **$5,026.00**

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: New Grimes Public Library - Acceptance of 1 Prime Contract

BACKGROUND: The actions that are in front of the council are to provide appropriate actions on any final payments, change orders, and retainage payments; receive and file the Certificate of Completion from the project engineer; and consider approval of a resolution officially accepting the contract with Miner Hardscape for the New Grimes Public Library project.

BUDGETARY CONSIDERATIONS:
This project's final construction contract amount is:

Contractor: Miner Hardscape
Total final cost: $173,370.00
Portion of project: BP 14 Landscaping

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

*High-Performing Organization/Exception Professional Services __X__
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: None

STAFF RECOMMENDATION: The staff recommends that the City Council approves the resolution accepting the contract with Miner Hardscape for the New Grimes Public Library project.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Matt Ahrens, City Engineer, 515-986-4050, mahrens@grimesiowa.gov

Prepared by: Aaron Jarosh
Return to: Matt Ahrens

RESOLUTION 03-3125 ACCEPTING 1 PRIME CONTRACT FOR THE NEW GRIMES LIBRARY

Grimes Resolution No. 03-3125

WHEREAS, on the **14th** day of **December**, **2021**, the Mayor and Clerk of the City of Grimes, Iowa, entered into a construction contract with **Miner Hardscapes**, for the construction of certain public improvements generally described as the New Grimes Public Library; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of their contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **March 25, 2025**

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be the following, as shown in the report of the Engineer:

Contractor: Miner Hardscape
Total final cost: $173,370.00
Portion of project: BP 14 Landscaping

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

The Weitz Company recommends final acceptance of the following Prime Contractor on the Grimes Public Library project. The Prime Contractor has completed their contract workscope and punchlist. They have submitted the required closeout documentation and conducted Owner training.

- Bid Package 14 Landscaping – Miner Hardscape $173,370.00

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Approving Offer to Purchase and Agreement - Klug - SE Little Beaver Dr and SE 4th St Reconstruction

BACKGROUND: With the development of SE Little Beaver Dr and SE 4th St Reconstruction Plans, certain easements and rights of way were determined necessary for the construction of the project. In this particular case, a storm sewer and temporary construction easements are needed from the Klug family, located just north of SE 4th Street on SE Little Beaver Dr. The storm sewer easement will allow for the installation and future maintenance of public infrastructure and the temporary construction easement will allow for the reconstruction of the sidewalk at the intersection.

BUDGETARY CONSIDERATIONS: $3,810.00 covered by the project's capital fund.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community __X__
*More Beautiful/Vibrant Community __X__

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of resolution to authorize the execution of the Offer to Purchase and Agreement with Klug.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by: Aaron Jarosh, PE
Return to: Aaron Jarosh, PE

RESOLUTION 03-3225 APPROVING OFFER TO PURCHASE AND AGREEMENT WITH KLUG - SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

Grimes Resolution No. 03-3225

WHEREAS,the City of Grimes has developed plans to construct the SE Little Beaver Dr and SE 4th St Reconstruction, (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor and/or City Administrator are authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Aaron Jarosh, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **7925-05-130-009**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **SE Little Beaver Dr and SE 4th St Reconstruction**

TO: Chris and Amanda Klug

On this 25th day of Feburary 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 3,810.00	on possession and conveyance	Within 30 Days of BUYER Approval

$ 3,810.00 TOTAL LUMP SUM

BREAKDOWN: ac. = acres / sq.ft. = square feet

Land by Fee Title	0	sq.ft.	$ 0.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	275	sq.ft.	$ 2,060.00
Temporary Easement(s)	208	sq.ft.	$ 250.00
Landscaping/Other	3	trees	$ 1,500.00
Total			$ 3,810.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X _____ By: Chris Klug Marital Status: married

X _____ By: Amanda Klug Marital Status: Married

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13th day of March, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Chris Klug and Amanda Klug,

_____ to me personally known
or X proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Evann Martin (Sign in Ink)
Evann Martin (Print/Type Name)
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
EVANN MARTIN
Commission Number 833219
My Commission Expires
07/20/2027

CAPACITY CLAIMED

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

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rachel Greving (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Approving Offer to Purchase and Agreement - Sterbenz - SE Little Beaver Dr and SE 4th St Reconstruction

BACKGROUND: With the development of SE Little Beaver Dr and SE 4th St Reconstruction Plans, certain easements and rights of way were determined necessary for the construction of the project. In this particular case, a storm sewer easement is needed from the Sterbenz family, located just south of SE 5th Street on SE Little Beaver Dr. The storm sewer easement will allow for the installation and future maintenance of public infrastructure.

BUDGETARY CONSIDERATIONS: $2,475.00 covered by the project's capital fund.

STRATEGIC PLANNING:
Prioritized: ___X_YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community __X__
*More Beautiful/Vibrant Community __X__

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval of resolution to authorize the execution of the Offer to Purchase and Agreement with Sterbenz.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Aaron Jarosh, Civil Engineer, AJarosh@grimesiowa.gov

Prepared by:	Aaron Jarosh, PE
Return to:	Aaron Jarosh, PE

RESOLUTION 03-3325 APPROVING OFFER TO PURCHASE AND AGREEMENT WITH STERBENZ - SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

Grimes Resolution No. 03-3325

WHEREAS,the City of Grimes has developed plans to construct the SE Little Beaver Dr and SE 4th St Reconstruction, (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor and/or City Administrator are authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Aaron Jarosh, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **7925-05-132-010**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **SE Little Beaver Dr and SE 4th St Reconstruction**

TO: MSB Properties, LLC

On this 24th day of January 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 2,475.00	on possession and conveyance	Within 30 Days of BUYER Approval
$ 2,475.00	TOTAL LUMP SUM	

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	0 sq.ft.	$ 0.00
Underlying Fee Title	0 sq.ft.	$ 0.00
Permanent Easement	330 sq.ft.	$ 2,475.00
Temporary Easement(s)	0 sq.ft.	$ 0.00
Landscaping/Other		$ 0.00
Total		$ 2,475.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X Scott W. Sterbenz
By: Scott W. Sterbenz - Member - Manager
Marital Status: M

X Regina A. Sterbenz
By: Regina A. Sterbenz - Member - Manager - MSB Properties LLC
Marital Status: M

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 17 day of March, A.D. 20 25, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Sterbenz and Regina Sterbenz,

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

STEPHANIE MOSS
Commission Number 859733
My Commission Expires
October 16, 2027

_____ (Sign in Ink)
_____ (Print/Type Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED

BY SIGNER:
X INDIVIDUAL
_ CORPORATE
Title(s) of Corporate Officer(s):
_____
_____
__ Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER:_____
SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rachel Greving (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement - Johnston Charter Bank - Gateway Drive and E. 1st Street Improvements

BACKGROUND: With the development of the plans for NE Gateway and E 1st Street Intersection Improvements , it has been determined that certain easements will be necessary to construct the project.

An estimate of value has been prepared for the easements, and an offer made to the property owner. The offer indicates that the City will pay a total of $21,371.00 for the permanent and temporary easements.

The owner reviewed the offer and accepted it.

BUDGETARY CONSIDERATIONS: $21,371.00

STRATEGIC PLANNING:
Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff, AICP
Return to: Alex Pfaltzgraff, AICP

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT - JOHNSTON CHARTER BANK - GATEWAY DRIVE AND E. 1ST STREET IMPROVEMENTS

Grimes Resolution No. 03-3425

WHEREAS, the City of Grimes is developing plans to construct the NE Gateway and E 1st Street Intersection Improvement (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

NOW, THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa:

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor or Administrator is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **311/00305-650-001**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **Gateway Drive and E. 1st Street Intersection Improvements**

TO: **Johnston Charter Bank**

On this 14th day of March 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 21,371.00	on possession and conveyance	Within 30 Days of BUYER Approval
$ 21,371.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres / sq.ft. = square feet

Roadway Easement	842	sq.ft.	$ 14,735.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	0	sq.ft.	$ 0.00
Temporary Easement(s)	2,240	sq.ft.	$ 3,136.00
Landscaping/Other	14 Bushes		$ 3,500.00
Total			$ 21,371.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X _____
By: Matthew R. Morris, CEO
Marital Status: _____

X _____
By: Sharm D Sisler, COO
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 17th day of March, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared ___
Matthew R Morris, CEO
Sharm D. Sisler, COO,
x to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)
Kayla McBride (Print/Type Name)
Notary Public in and for the State of Iowa

KAYLA L. MCBRIDE
Commission Number 830860
My Commission Expires
March 22, 2029

CAPACITY CLAIMED

BY SIGNER:
_ INDIVIDUAL
x CORPORATE
Title(s) of Corporate Officer(s):
CEO
COO
x Corporate Seal is affixed
__ No Corporate Seal procured
_ PARTNER(s): __ Limited Partnership
__ General Partnership
_ ATTORNEY-IN-FACT
_ EXECUTOR(s) or TRUSTEE(s)
_ GUARDIAN(s) or CONSERVATOR(s)
_ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)

_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1
GRIMES PLAZA PLAT 1
SECTION 5-79N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT:
A PART OF LOT 1, GRIMES PLAZA PLAT 1 AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°52'15" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 32.29 FEET; THENCE NORTH 0°12'09" WEST, 21.99 FEET; THENCE NORTH 89°47'51" EAST, 22.63 FEET; THENCE NORTH 0°12'09" WEST, 116.70 FEET; THENCE NORTH 12°17'50" WEST, 80.99 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 30.00 FEET; WHOSE ARC LENGTH IS 26.85 FEET, AND WHOSE CHORD BEARS SOUTH 58°00'03" EAST, 25.96 FEET; THENCE SOUTH 00°12'09" EAST, 170.09 FEET; THENCE SOUTH 7°58'37" EAST, 34.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,240 S.F.).

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	30°41'37" RT	30.00'	16.07'	8.23'	S17°00'47"E 15.88'
C2 M	89°51'45"RT	30.00'	47.05'	29.93'	S46°35'51"E 42.38'
C2 P	89°50'39"RT	30.00'	47.04'		
C3 M	08°04'58"RT	830.00'	117.09'	58.64'	S04°15'43"E 116.99'
C3 P	08°07'28"	830.00'	117.68'	58.94'	117.59'
C4	07°53'12"	30.00'	4.13'	2.07'	N87°35'08"W 4.13'
C5	51°16'56"	30.00'	26.85'	14.40'	S58°00'03"E 25.96'

DATE OF SURVEY

JULY 10, 2023

OWNER

JOHNSTON CHARTER BANK
150 SE GATEWAY DR
GRIMES, IA 50111

BASIS OF BEARING

THE EAST LINE OF SAID LOT 1, BEARS SOUTH 00°13'14" EAST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Marker	■	⊡
ROW Rail	⊞	⊠
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Corner	+	
Yellow Plastic Cap	YPC	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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

Terry Coady, PLS — Date: 2-8-2024

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

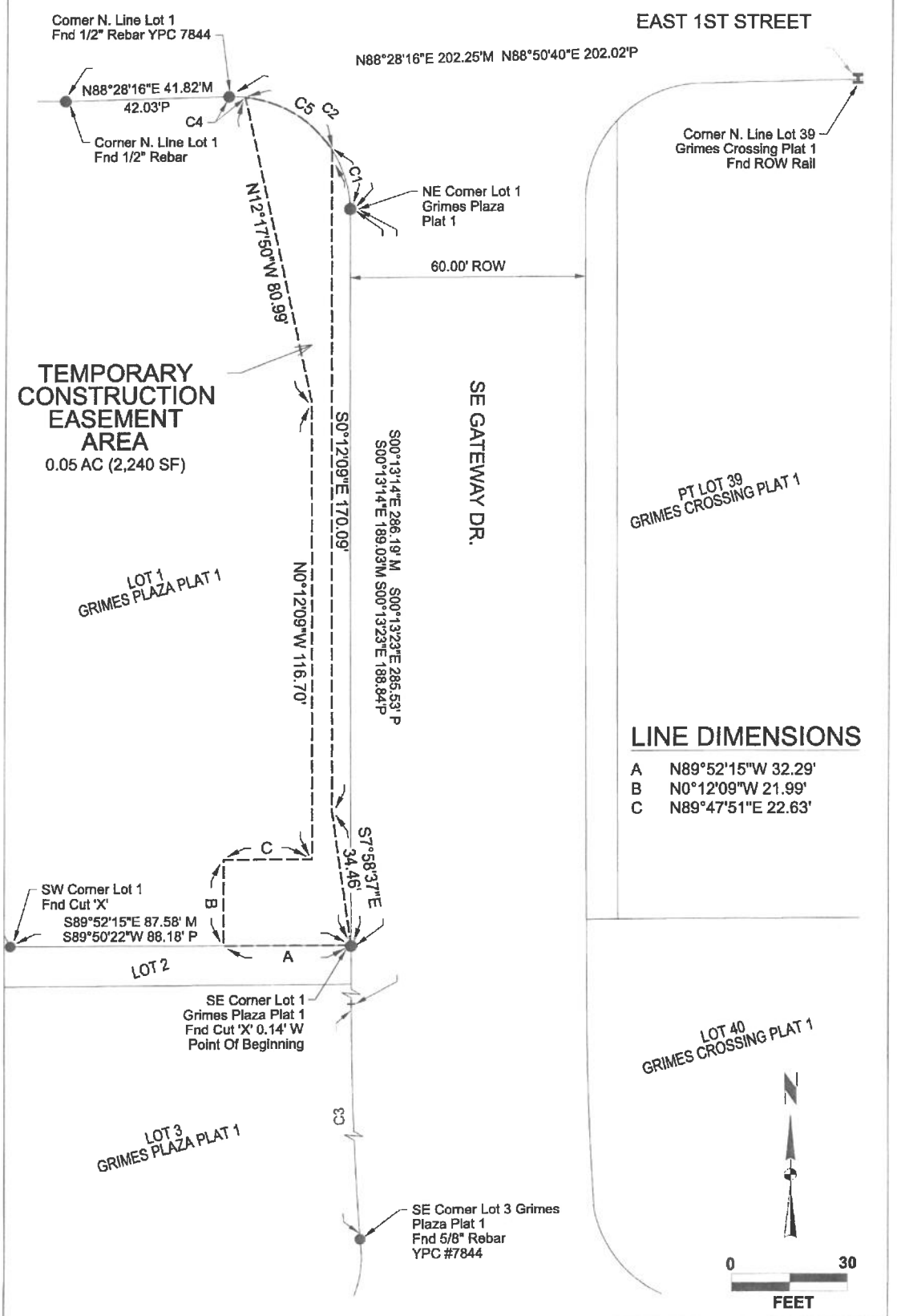
E. GATEWAY DRIVE & E. 1ST STREET

PARCEL 2 - JOHNSTON CHARTER BANK

SNYDER & ASSOCIATES
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 123.0366.01
Bk 1284A, Pg 76
DATE: 02-01-24
PM/TECH: TLC/JDP

EASEMENT PLAT



E. GATEWAY DRIVE & E. 1ST STREET

PARCEL 2 - JOHNSTON CHARTER BANK

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2
PN: 123.0366.01
Bk 1284A, Pg 76
DATE: 02-01-24
PM/TECH: TLC/JDP

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LEGALPLAT

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2/8/2024
OpenRoadsDesigner - SAA

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1
GRIMES PLAZA PLAT 1
SECTION 5-79N-25W
REQUESTED BY:
CITY OF GRIMES, IOWA

EASEMENT PLAT

ROADWAY EASEMENT:
A PART OF LOT 1, GRIMES PLAZA PLAT 1 AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 07°58'37" WEST, 34.46 FEET; THENCE NORTH 00°12'09" WEST, 170.09 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 30.00 FEET; WHOSE ARC LENGTH IS 16.07 FEET, AND WHOSE CHORD BEARS SOUTH 17°00'47" EAST, 15.88 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°13'14" EAST ALONG SAID EAST LINE, 189.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 ACRES (842 S.F.).

PROPERTY SUBJECT TO ALL EASEMENTS OF RECORD.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	30°41'37" RT	30.00'	16.07'	8.23'	S17°00'47"E 15.88'
C2 M	89°51'45"RT	30.00'	47.05'	29.93'	S46°35'51"E 42.38'
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C3 M	08°04'58"RT	830.00'	117.09'	58.64'	S04°15'43"E 116.99'
C3 P	08°07'28"	830.00'	117.68'	58.94'	117.59'

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JULY 10, 2023

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JOHNSTON CHARTER BANK
150 SE GATEWAY DR
GRIMES, IA 50111

BASIS OF BEARING

THE EAST LINE OF SAID LOT 1, BEARS SOUTH 00°13'14" EAST FOR THE PURPOSE OF THIS SURVEY.

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Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #18643 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail	⌶	⌶
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Corner	+	
Yellow Plastic Cap	YPC	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

LICENSED PROFESSIONAL LAND SURVEYOR
TERRY COADY
18643
IOWA

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

Terry Coady, PLS — 2-8-2024 Date

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

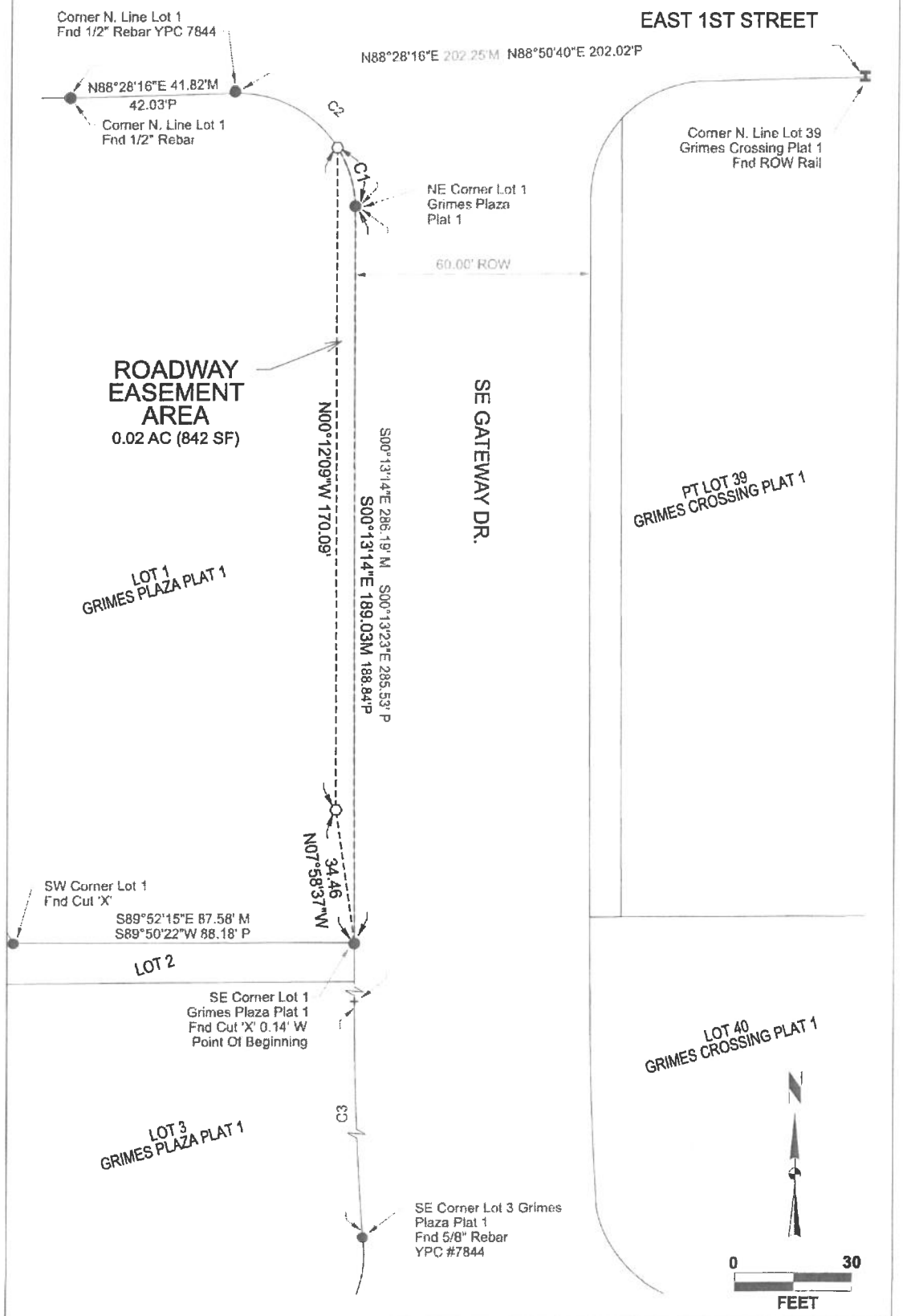
E. GATEWAY DRIVE & E. 1ST STREET

PARCEL 2 - JOHNSTON CHARTER BANK

SNYDER & ASSOCIATES
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 123.0366.01
Bk 1284A, Pg 76
DATE: 02-01-24
PM/TECH: TLC/JDP

EASEMENT PLAT



E. GATEWAY DRIVE & E. 1ST STREET

PARCEL 2 - JOHNSTON CHARTER BANK

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET	2 OF 2
PN:	123.0366.01
	Bk 1284A, Pg 76
DATE:	02-01-24
PM/TECH:	TLC/JDP

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LEGALPLAT

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2/8/2024
OpenRoadsDesigner_SAA

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Resolution Approving Offer to Purchase and Agreement - Grimes Plaza Partners LLC - Gateway Drive and E. 1st Street Improvements

BACKGROUND: With the development of the plans for NE Gateway and E 1st Street Intersection Improvements , it has been determined that certain easements will be necessary to construct the project.

An estimate of value has been prepared for the easements, and an offer made to the property owner. The offer indicates that the City will pay a total of $1,000 for the permanent and temporary easements.

The owner reviewed the offer and accepted it.

BUDGETARY CONSIDERATIONS: $1,000.00

STRATEGIC PLANNING:
Prioritized: ____YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: N/A

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alex Pfaltzgraff, Development Services Director, 515-986-4050, apfaltzgraff@grimesiowa.gov

Prepared by: Alex Pfaltzgraff, AICP
Return to: Alex Pfaltzgraff, AICP

RESOLUTION APPROVING OFFER TO PURCHASE AND AGREEMENT - GRIMES PLAZA PARTNERS LLC - GATEWAY DRIVE AND E. 1ST STREET IMPROVEMENTS

Grimes Resolution No. 03-3525

WHEREAS, the City of Grimes is developing plans to construct the NE Gateway and E 1st Street Intersection Improvement (the “Project”) and has determined that certain easements are necessary in order to construct the Project; and

WHEREAS, the City of Grimes has extended an Offer to Purchase and Agreement (the “Offer”), provided as Exhibit A, to the property owner (the “Owner”); and

WHEREAS, the Owner has reviewed the Offer and has accepted the Offer.

NOW, THEREFORE, be it resolved by the City Council of the City of Grimes, Iowa:

That, the Offer to Purchase Easement and Agreement is approved by the Grimes City Council, and the Mayor or Administrator is authorized to execute, on behalf of the City of Grimes, such documents as are necessary and appropriate to effectuate the terms pursuant to the Offer, including, without limitation, any agreements, easements or other documents, and the City Clerk is authorized to attest to their signatures.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Prepared by/Return to: Alex Pfaltzgraff, City of Grimes, 410 SE Main Street, Unit 102, Grimes, IA 50111 515.986.4050

SPACE ABOVE THIS LINE FOR RECORDER

OFFER TO PURCHASE AND AGREEMENT

PARCEL NO. **8025-32-104-001**
COUNTY: **Polk**
PROJECT NO. **N/A**
PROJECT NAME: **Gateway Drive and E. 1st Street Intersection Improvements**

TO: Grimes Plaza Partners LLC

On this 21st day of Feburary 2025, the City of Grimes, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy the real estate situated in Polk County, Iowa, and legally described on the attached **Easement Exhibit. This offer shall terminate on 30 days from offer date.** If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. **SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises as described on EXHIBIT A and which include the following buildings, improvements and other property: LAND ONLY. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.**

2. **Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.**

3. **Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.**

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
$	on right of possession	
$	on conveyance of title	
$	on surrender of possession	
$ 1,000.00	on possession and conveyance	Within 30 Days of BUYER Approval
$ 1,000.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres / sq.ft. = square feet

Land by Fee Title	0	sq.ft.	$ 0.00
Underlying Fee Title	0	sq.ft.	$ 0.00
Permanent Easement	0	sq.ft.	$ 0.00
Temporary Easement(s)	326	sq.ft.	$ 1,000.00
Landscaping/Other			$ 0.00
Total			$ 1,000.00

Additional Damages None

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: Insert Tenant

5. Each page and each attachment is by this reference made part hereof.

6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None

7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.

9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.

10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa.

12. BUYER hereby agrees to additionally warrant the project against any defects against the property as a result of the project for a period of one year following the completion and acceptance of the project. Defects may include, but are not limited to insufficient seeding/stabilization or settling of the property within the easement.

13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: None

14. BUYER shall be responsible for the removal and relocation of any fences.

15. BUYER shall be responsible for all restoration disturbed area within the easements.

16. SELLER agrees to cooperate with BUYER in removing liens and encumbrances in order to convey marketable title to BUYER in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. If possession and conveyance are delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. SELLER understands that if necessary property rights cannot be acquired by voluntary purchase, BUYER may initiate action to acquire the property interests contemplated in this Agreement under power of eminent domain.

17. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the conveyance documents for this purpose.

18. This Agreement shall not be binding until it has received the final approval by Resolution of the Grimes City Council.

19. GENERAL PROVISIONS.

    a. This Agreement contains the entire agreement of the parties and no waiver, modification, release, or cancellation of this Agreement or any portion of this Agreement shall be binding unless evidenced by writing.
    b. This Agreement shall be binding on the heirs, personal representatives, assigns, and successors of the parties.
    c. This Agreement shall be governed by, construed, and enforced in accordance with the law of the State of Iowa.

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

X _____
By: N Kurt Mumm 3-19-25
Marital Status: _____

X _____
By: _____
Marital Status: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 19th day of March, A.D. 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared N Kurt Mumm,

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)
Julie Kunkle (Print/Type Name)
Notary Public in and for the State of Iowa

JULIE ANN KUNKLE
Commission Number 225137
My Commission Expires
October 19, 2026

CAPACITY CLAIMED

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

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies)
_____
_____
_____

BUYER'S APPROVAL

_____
Signed by: Scott Mikkelsen (Date)

_____
Attested by: Rochelle Williams (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____}
COUNTY OF _____} ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Grimes, Iowa and who did say that said instrument was signed on behalf of City by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City and by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM:

BACKGROUND: The owners of 1413 NE Poplar Court have requested approval to install a fence within a certain drainage easement on the subject property. The proposed installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Approved Final Plat for Heritage at Grimes Plat 4 - 2016

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by:	Alivia Hoodjer, Assistant Planner
Return to:	Alivia Hoodjer, Assistant Planner

RESOLUTION 03-3625 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS WITHIN DRAINAGE EASEMENT FOR LOT 38 OF HERITAGE AT GRIMES PLAT 4 - 1413 NE POPULAR COURT

Grimes Resolution No. 03-3625

WHEREAS, the owners of Lot 38 in Heritage at Grimes Plat 4 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Drainage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, the City desires to accept the Consent and Agreement for improvements within the drainage easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the drainage easement ("Consent and Agreement") regarding Lot 38 in Heritage at Grimes Plat 4 is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signatures and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Loren T Rand and Anna M Rand, *a married couple* (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. PROPERTY DESCRIPTION. Property Owners own that property legally described as:

   Lot 38 of Heritage at Grimes Plat 4, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain Drainage Easement, as shown in the Heritage at Grimes Plat 4 dated October 27, 2016, recorded on November 10, 2016, in Book 16265, Page 330 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 17 day of MARCH, 2025

PROPERTY OWNERS

Loren T. Rand

Anna M. Rand

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18th day of march, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Loren T. Rand, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

KERI J DAVISON
Commission Number 849705
My Commission Expires
July 26, 2026

Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 18th day of march, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Anna M. Rand, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

KERI J DAVISON
Commission Number 849705
My Commission Expires
July 26, 2026

Notary Public in and for the
State of Iowa

My Commission expires July 26, 2026

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rachel Greving
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

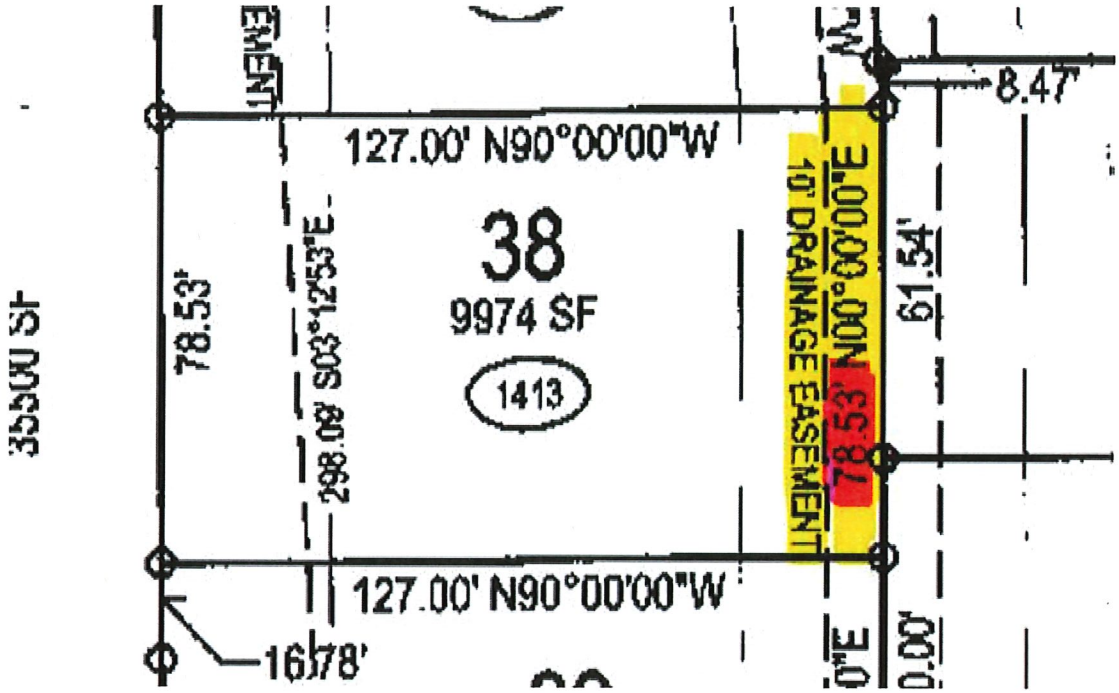
_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 4' chainlink fence has been proposed to be constructed in a drainage easement (yellow) on Lot 38 of Heritage at Grimes Plat 4 (1413 NE Poplar Court) in accordance to permit number FN-25-010.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM:

BACKGROUND: The owners of 1188 NW 28th Street have requested approval to install a fence within a certain landscape buffer easement on the subject property. The proposed installation of the fence has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Approved Final Plat for Willow Hills Plat 2 - 2022

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by:	Alivia Hoodjer, Assistant Planner
Return to:	Alivia Hoodjer, Assistant Planner

RESOLUTION 03-3725 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS WITHIN LANDSCAPE BUFFER EASEMENT FOR LOT 4 OF WILLOW HILLS PLAT 2 - 1188 NW 28TH STREET

Grimes Resolution No. 03-3725

WHEREAS, the owners of Lot 4 in Willow Hills Plat 2 in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Landscape Buffer Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, the City desires to accept the Consent and Agreement for improvements within the landscape buffer easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the landscape buffer easement ("Consent and Agreement") regarding Lot 4 in Willow Hills Plat 2 is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signatures and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Elizabeth Brannick and Adam Brannick, *a married couple* (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. PROPERTY DESCRIPTION. Property Owners own that property legally described as:

   Lot 4 of Willow Hills Plat 2, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain Landscape Buffer Easement, as shown in the Willow Hills Plat 2 dated September 12, 2022, recorded on September 20, 2022, in Book 19269, Page 731 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a fence on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall

obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 14 day of March, 2025

PROPERTY OWNERS

Elizabeth Brannick

Adam Brannick

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14 day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Elizabeth Brannick, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
STEPHANIE MOSS
Commission Number 859733
My Commission Expires
October 16, 2027

Notary Public in and for the
State of Iowa

My Commission expires 10/16/27

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 14 day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Adam Brannick, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

NOTARIAL SEAL IOWA
STEPHANIE MOSS
Commission Number 859733
My Commission Expires
October 16, 2027

Notary Public in and for the
State of Iowa

My Commission expires 10/16/27

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rochelle Williams
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

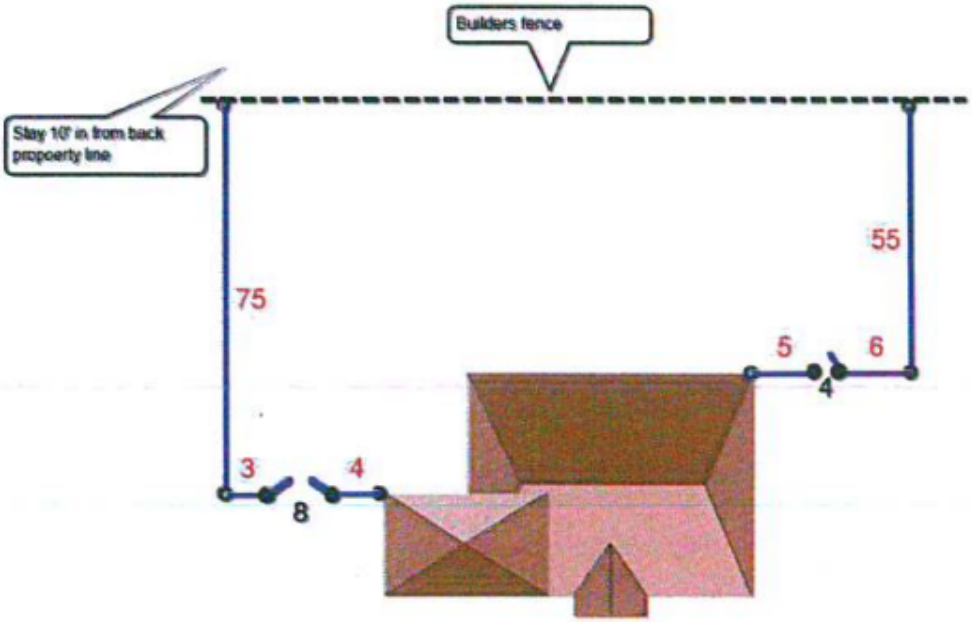
_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

A 6' vinyl fence has been proposed to be constructed in a landscape buffer easement on Lot 4 of Willow Hills Plat 2 (1188 NW 28th Street) in accordance to permit number FN-24-087.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM:

BACKGROUND: The owners of 1188 NW 28th Street have requested approval to install a pool within a certain storm sewer and overland flowage easement on the subject property. The proposed installation of the pool has been reviewed by city staff and it has been determined that the installation will not affect the city's ability to maintain the easements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Approved Final Plat for Beaverbrooke West Plat Eight - 2013

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Alivia Hoodjer, Assistant Planner , ahoodjer@grimesiowa.gov

Prepared by:	Alivia Hoodjer, Assistant Planner
Return to:	Alivia Hoodjer, Assistant Planner

RESOLUTION 03-3825 APPROVING CONSENT AND AGREEMENT TO IMPROVEMENTS WITHIN STORM AND OVERLAND FLOWAGE EASEMENT FOR LOT 100 OF BEAVERBROOKE WEST PLAT EIGHT - 1705 NW PRAIRIE CREEK DRIVE

Grimes Resolution No. 03-3825

WHEREAS, the owners of Lot 100 of Beaverbrooke West Plat Eight in the City of Grimes, Iowa (the "Property") have submitted to the City of Grimes a Consent and Agreement for Improvements within a certain Storm and Overland Flowage Easement to permit the installation of a pool within the easement area on the Property; and

WHEREAS, the City desires to accept the Consent and Agreement for improvements within the storm sewer and overland flowage easement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, that the Consent and Agreement for Improvements within the storm sewer and overland flowage easement ("Consent and Agreement") regarding Lot 100 of Beaverbrooke West Plat Eight is hereby accepted and approved by the City Council of the City of Grimes, that the Mayor hereby authorized to execute such Consent and Agreement on behalf of the City, and the City Clerk to attest to his signatures and that the City Clerk is hereby authorized and directed to file the Consent and Agreement with the Polk County Recorder.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

Preparer Information: Alivia Hoodjer, Assistant Planner, 410 SE Main St Ste. 102 Grimes, IA 50111 (515) 986-4050
Taxpayer Information: City of Grimes 101 NE Harvey Street, Grimes, IA 50111 (515) 986-3036
Return to: Rachel Greving, City Clerk, City of Grimes, 101 NE Harvey St, Grimes, Iowa 50111

CONSENT AND AGREEMENT FOR IMPROVEMENTS

This CONSENT AND AGREEMENT FOR IMPROVEMENTS ("Agreement") is entered into by and between Bradley M. Hollatz and Jodie H. Hollatz, *a married couple* (collectively, the "Property Owners") and the City of Grimes, Iowa, a municipal corporation (hereinafter called "City"):

1. PROPERTY DESCRIPTION. Property Owners own that property legally described as:

   Lot 100 of Beaverbrooke West Plat Eight, an Official Plat, now included in and forming a part of the City of Grimes, Polk County, Iowa ("Property").

2. EXISTING EASEMENT. The Property Owner or Property Owner's predecessor in title, granted that certain Storm Sewer and Overland Flowage Easement, as shown in the Beaverbrooke West Plat 8 dated October 16, 2013, recorded on October 17, 2013, in Book 14996, Page 903 in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any fence or other structure within the easement areas described therein (the "Easement Area") without the prior written consent of the City.

3. IMPROVEMENTS. The Property Owners desire to install a pool on the Property, the exact nature and scope of which is described on Exhibit A, attached hereto and incorporated herein (the "Improvement"), which encroaches into the Easement Area, and the City has agreed to consent to the installation of the Improvement within the Easement Area, subject to the conditions set forth in this Agreement.

4. CITY CONSENT TO INSTALLATION OF IMPROVEMENTS. The City hereby consents to the installation of the Improvement as described herein within the Easement Area, provided that the Property Owners install and maintain the Improvement such that the Improvement does not impede the use and enjoyment of the Easement Area by

the City as outlined in the Easement. Notwithstanding the foregoing, the Property shall obtain all necessary licenses and approvals for the installation of the Improvement pursuant to City Ordinances.

5. MAINTENANCE AND LIABILITY. The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the Improvement, the City's duty of restoration for the Easement Area shall be limited to grading and one seeding grass. In no event shall the City shall be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area, as the result of any activity, including, but not limited to, damage or destruction of the Property Owners' improvement by the City, City Employees, or City Contractors in connection with work in the Easement Area. Except as a result of the gross negligence or intentional misconduct of the City or City Employees, the Property Owners shall indemnify, defend and hold harmless the City from and against any loss or damage to the Property or liability from any claim by the Property Owners or any third party by reason of the construction, installation, use or maintenance of the Improvements.

6. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

7. TERMINATION. If the Improvement is destroyed or removed and not replaced with an identical structure to the one defined by Exhibit A within three months, or if the Improvement is replaced with a different structure which is not authorized by the City, this Agreement shall automatically terminate, and the City may file notice of the termination in the records of the Office of the County Recorder. Failure by the City to file such notice shall not be interpreted as approval or further consent by the City, and shall not impact the validity of the termination.

8. RUNS WITH THE LAND. This Agreement shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

9. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this Agreement by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

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

Signed this 24 day of February, 2025

PROPERTY OWNERS

Bradley M. Hollatz

Jodie H. Hollatz

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 24 day of FEBRUARY, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bradley M. Hollatz, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA
KRISTA L. REIS
Commission Number 749157
My Commission Expires
2.9.26

Krista L Reis
Notary Public in and for the
State of Iowa

My Commission expires 2.9.26

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 24th day of February, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jodie H. Hollatz, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that these persons executed the instrument as the voluntary acts of the persons.

NOTARIAL SEAL IOWA
MEGAN MILLER-BARBER
Commission Number 819058
My Commission Expires
July 29, 2025

Notary Public in and for the
State of Iowa

My Commission expires 7/29/2025

CITY OF GRIMES

By: _____
Scott Mikkelsen, Mayor

Attest:

_____
Rachel Greving
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the
State of Iowa

My Commission expires _____

EXHIBIT A

EASEMENT AREA

Portions of a 18'x26' pool and 5' concrete apron have been proposed to be constructed in a storm sewer and overland flowage easement on Lot 100 of Beaverbrooke West Plat Eight (1705 NW Prairie Creek Drive) in accordance to permit number PL-25-003.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Resolution 03-3924 Setting Date of Public Hearing to Consider Amending Provisions in the Code of Ordinance Title 11 Building Regulations Amendment Regarding 11-6 Fire Code, 11-7 Plumbing Code, 11-9 Mechanical Code, and 11-10 Electrical Code.

BACKGROUND: The Johnston Grimes Fire Board met and reviewed the current and more restrictive fire hydrant coverage within the Johnston Grimes Fire District. The board is recommending modifying the amendment to fall in line with the base fire code with the addition of Appendix B and C of the 2021 International Fire Code.

Staff received notification from the State of Iowa that the State Mandated Plumbing Code, Mechanical Code, and Electrical Code will be updated to the 2024 Uniform Plumbing Code, 2024 International Mechanical Code, and the 2023 National Electrical Code. As these codes are mandated by the State of Iowa, an amendment to our local ordinance will be necessary. Staff have various codes and have formed an ordinance which adopts those codes, with certain local amendments.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
No

BOARD/COMMISION ACTIONS: The Johnston Grimes Fire Board met and recommended the amendment to 11-6 regarding fire hydrant coverage requirements within the Johnston Grimes Fire District.

STAFF RECOMMENDATION: Approve the Resolution Setting Date of Public Hearing (04-22-2025, 5:30 PM) to Consider Amending Provisions in the Code of Ordinances Title 11 Building Regulations Amendment Regarding 11-6 Fire Code, 11-7 Plumbing Code, 11-9 Mechanical Code, and 11-10 Electrical Code.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Steve Tibbles, Deputy Building Official, STibbles@grimesiowa.gov

Prepared by:	Steve Tibbles, Building Official
Return to:	Steve Tibbles, Building Official

RESOLUTION 03-3924 SETTING DATE OF PUBLIC HEARING (04-22-2025, 5:30 PM) TO CONSIDER AMENDING PROVISIONS IN THE CODE OF ORDINANCE TITLE 11 BUILDING REGULATIONS AMENDMENT REGARDING 11-6 FIRE CODE, 11-7 PLUMBING CODE, 11-9 MECHANICAL CODE, AND 11-10 ELECTRICAL CODE.

Grimes Resolution No. 03-3924

WHEREAS, the City Council of Grimes, Iowa (the "City") desires to consider certain amendments to Title 11 Building Regulations ("the Regulations") of the City of Grimes Code of Ordinances regarding the Fire Code, Plumbing Code, Mechanical Code, and Electrical Code; and

WHEREAS, The Johnston Grimes Fire Board met and reviewed the current and more restrictive fire hydrant coverage within the Johnston Grimes Fire District. The board is recommending modifying the amendment to fall more in line with the base fire code with the addition of Appendix B and C of the 2021 International Fire Code; and

WHEREAS, Staff received notification from the State of Iowa that the State Mandated Plumbing Code, Mechanical Code, and Electrical Code will be updated to the 2024 Uniform Plumbing Code, 2024 International Mechanical Code, and the 2023 National Electrical Code. Staff have evaluated the 2024 Uniform Plumbing Code, 2024 International Mechanical Code, and the 2023 National Electrical Code and have formed an ordinance which adopts those codes in their 2025 format, with certain local amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Regulations should be held and a time and place for hearing thereon should be fixed.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa:

1. That a public hearing be held by the Grimes City Council on the proposed amendments to the Regulations, at the Grimes Community Complex 410 SE Main Street, Room 202 Grimes, Iowa, at 5:30 p.m. on April 22, 2025, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.

2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____

Rachel Greving, City Clerk

NOTICE OF PUBLIC HEARING TO CONSIDER AMENDING PROVISIONS OF THE BUILDING OF THE CITY OF GRIMES, IOWA, FIRE CODE, PLUMBING CODE, MECHANICAL CODE, AND ELECTRICAL CODE

NOTICE IS HEREBY GIVEN that the City Council of the City of Grimes, Iowa, will meet at the Grimes Community Complex, 410 SE Main Street, in the City of Grimes, Iowa, at 5:30 p.m. on the 22nd day of April, 2025, at which time and place the City Council will hold a public hearing on amending the Building Regulation associated with "11-6 Fire Code, 11-7 Plumbing Code, 11-9 Mechanical Code, and 11-10 Electrical Code". Such amendment is set forth in the proposed Ordinance(s) entitled as follows:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRIMES, IOWA, BY AMENDING THE REGULATIONS ASSOCIATED WITH THE FIRE CODE, PLUMBING CODE, MECHANICAL CODE, AND ELECTRICAL CODE

For all the particulars of the proposed amendments, see the proposed Ordinance(s) entitled as set forth above now on file at the Grimes City Hall with the City Clerk of the City of Grimes, which may be examined there. The proposed Ordinance(s) is by this reference made a part of this Notice.

All interested persons may appear at the public hearing and at such time and place the Grimes City Council will consider any objections to the proposed amendments described above and give all interested persons an opportunity to be heard. This Notice is given by order of the City Council of the City of Grimes, Iowa on 04/22/2025.

_____
Scott Mikkelsen, Mayor

ATTEST:

_____
Rachel Greving, City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Resolution Approving Personnel Transactions

BACKGROUND: This Resolution authorizes PTO awards for individuals completing a six-month probationary period with appropriate performance review, consistent with the performance evaluation and compensation policies. It also proposes a comprehensive adjustment to part-time compensation in keeping with the City's compensation methodology.

BUDGETARY CONSIDERATIONS: These positions were included in the previously approved budget for FY25, unless otherwise stated herein, and Department Directors have reviewed and confirmed that wages are within approved budget levels.

STRATEGIC PLANNING:
Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services __X__
*Great Place to Live/Expanded Quality of Life Amenities ____
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: n/a

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Erik Fisk, Director Human Resources, 515-986-3036, efisk@grimesiowa.gov

Prepared by: Lindsey Edgeton, Erik Fisk
Return to: Erik Fisk, Lindsey Edgeton, Marcia Woodke, Carol Thornburg

RESOLUTION APPROVING PERSONNEL TRANSACTIONS

Grimes Resolution No. 03-4025

WHEREAS, for successfully completing her probationary period on March 3, 2025, Alivia Hoodjer is entitled to a PTO award of five days on the first pay period following the completion of her probationary period, which will be April 4, 2025.

WHEREAS, for successfully completing her probationary period on March 31, 2025, Samantha Applegate is entitled to a PTO award of five days on the first pay period following the completion of her probationary period, which will be April 18, 2025.

WHEREAS, for successfully completing her probationary period on March 25, 2025, Stephanie Moss is entitled to a PTO award of five days on the first pay period following the completion of her probationary period, which will be April 18, 2025.

WHEREAS, the HR Director has performed a comprehensive study of the City's peer comparator and prepared a comprehensive pay schedule for part-time positions. The schedule is attached as an exhibit to this resolution, and is approved upon its execution.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, _____.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

City of Grimes
Part-Time/Seasonal Compensation Plan

Public Works	New Hire	YR 2	YR 3	YR 4
Seasonal Public Works*	$15.00	$15.50	$16.00	$16.50

$.50/year returned

Parks & Recreation	New Hire	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Customer Service Rep	$19.10	$19.92	$20.74	$21.56	$22.38	$23.20	$24.01	$24.83
Recreation Specialist	$14.50	$15.13	$15.75	$16.38	$17.00			
Program Supervisor (seasonal)*	$14.50	$15.13	$15.75	$16.38	$17.00			
Program Assistant (seasonal)*	$11.50	$12.13	$12.75	$13.38	$14.00			
Splash Pad Attendant (seasonal)*	$16.00	$16.50	$17.00	$17.50	$18.00			
Seasonal Maintenance Worker*	$22.00	$22.50	$23.00	$23.50	--	*$.50/year returned*		
PT Seasonal Maintenance Worker*	$16.00	$16.50	$17.00	$17.50	--	*$.50/year returned*		

Development Services	New Hire	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Office Assistant	$19.10	$19.92	$20.74	$21.56	$22.38	$23.20	$24.01	$24.83

Library	New Hire	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Library Filer	$12.00	$12.48	$12.96	$13.44	$13.92	$14.40	$14.88	$15.36
Library Assoc. I	$16.26	$16.96	$17.66	$18.36	$19.06	$19.76	$20.46	$21.14
Library Assoc. II / Youth Services Assistant Librarian	$16.86	$17.59	$18.32	$19.05	$19.78	$20.51	$21.24	$21.94

INTERNS	New Hire	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Development Services Intern*	$16.00	$16.69	$17.38	$18.07	$18.76	$19.45	$20.14	$20.80
Library Intern*	$16.00	$16.69	$17.38	$18.07	$18.76	$19.45	$20.14	$20.80

* Not IPERS qualified

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Merkle Retirement Planning Addition Site Plan Amendment

BACKGROUND: The applicant, Merkle Retirement Planning, is requesting approval of a site plan amendment to add on to the existing building and provide additional parking. The building addition will be 3,695 sf with two levels and will be designed to match the existing building and materials. To accommodate the building addition, the front entrance sidewalk will be reconstructed. Additional parking is provided to accommodate the added office space and client events. Some landscaping that was missing from the original site plan will be added with the site improvements.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Planning and Zoning Commission recommendation of approval - 03/04/2025

STAFF RECOMMENDATION: Staff recommend approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Senior Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by:	Evann Martin, Senior Planner
Return to:	Evann Martin, Senior Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

March 4, 2025

PROJECT NAME

Merkle Retirement Planning Addition

Site Plan Amendment

APPLICANT

Merkle Retirement Planning

REQUESTED ACTION

Approval of a 3,695 sf building addition and parking

LOCATION

1860 SE Princeton Drive

ZONING

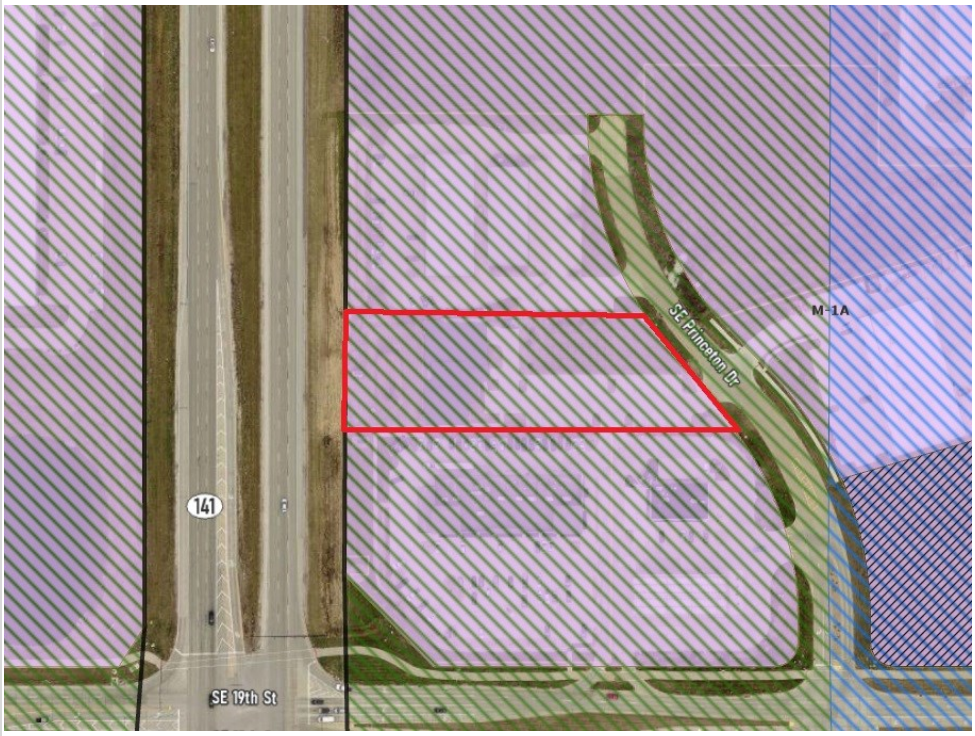
M-1A

Highway 141 Mixed Use Development Corridor District Zone 1

PLANNER

Evann Martin
emartin@grimesiowa.gov
515-986-4050

Location Map



Zoning Map

Relation to Comprehensive & Neighborhood Plans

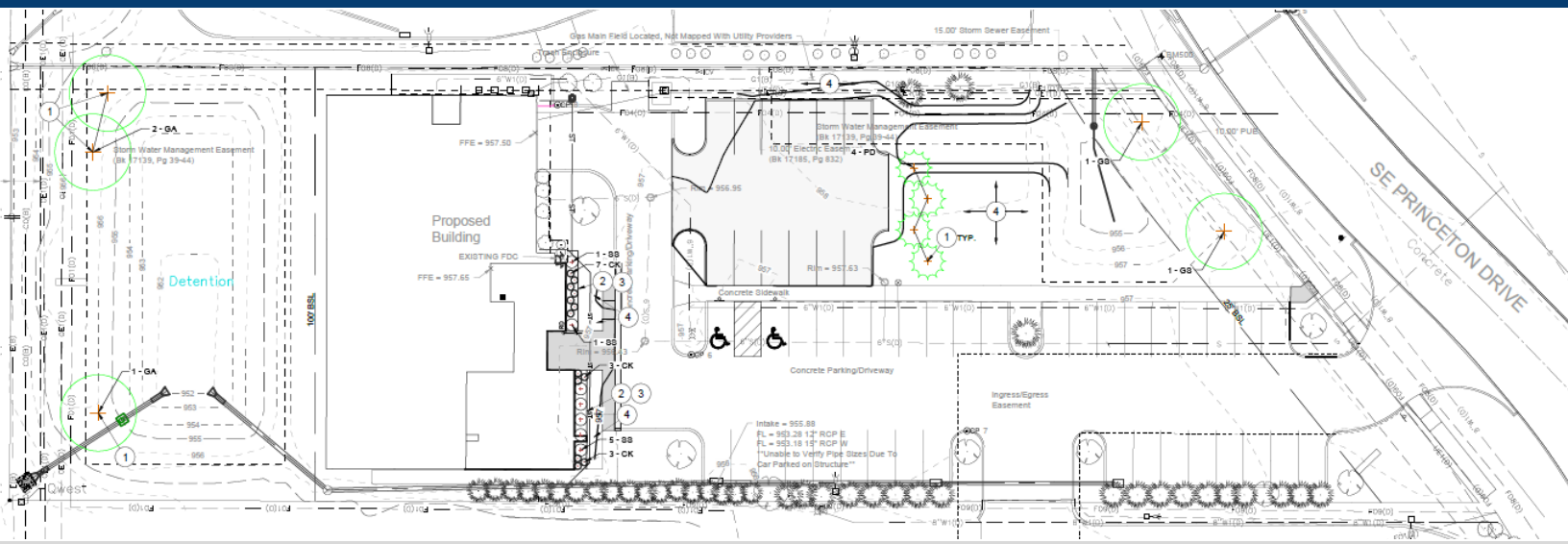
LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Commercial	Mixed Use 2	M-1A
North	Commercial	Mixed Use 2	M-1A
South	Commercial	Light Industrial	M-1A
East	Commercial/Light Industrial	Light Industrial	M-1A
West	Light Industrial	Mixed Use 2	M-1A

PARKS

The site is commercial, therefore no parkland dedication is required.

Future Land Use Map

Site Layout



ACCESS

Existing access is provided off SE Princeton Drive. The existing private sidewalk along the parking lot will be extended to provide pedestrian connectivity to the public sidewalk along SE Princeton Drive.

BUILDING ENTRANCE

To accommodate the building addition, a new entrance sidewalk will be constructed.

SANITARY & WATER

The existing services are provided from SE Princeton Drive and will be unchanged.

STORM WATER

Detention is provided on the west side of the site.

LANDSCAPING

Some of the landscaping from the original site plan is currently missing. The missing plantings will be provided as part of the improvements to meet the landscape requirements.

PARKING

12 parking spaces will be added to the site. The site will provide more than 125% of the minimum parking requirements. However the site is in compliance with the maximum parking requirements to provide justification of parking needs and providing additional open space above the minimum requirements. Due to staffing and large client events, all parking is needed.

Parking Calculation Table

Required	Proposed
32 parking spaces (3 spaces/1000 sf)	48 parking spaces (8 spaces more than maximum parking requirements)

Architecture

BUILDING & ELEVATIONS

The building addition will consist of stone veneer, Nichiha wood-look siding and fiber cement panels consistent with the existing building. The building meets the 75% primary material requirements for Zone 1 of the Highway 141 Corridor.

LIGHTING

Lighting is only proposed under the canopy at the entrance. No additional wall-mounted lighting is proposed.

2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"

1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

1 EAST ELEVATION
SCALE: 3/16" = 1'-0"

EAST ELEVATION GLAZING SF	
GLAZING SF	948 SF
TOTAL SF	2030 SF
GLAZING %	47%

2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the Merkle Retirement Planning Addition Site Plan Amendment.

Conclusion

Constructing a 3,695 sf building addition.

Adding 12 parking spaces.

Installing missing landscaping from the original site plan.

Building addition will consist of building materials that match the existing building.

Existing East Building Elevation

Proposed East Building Elevation

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~January 28, 2025~~
~~February 19, 2025~~
~~February 26, 2025~~
~~February 28, 2025~~
March 6, 2025

Snyder & Associates
Attn: Korey Marsh
2727 SW Snyder Blvd
Ankeny, IA 50023

RE: Merkle Retirement Planning Site Plan Amendment

Dear Korey:

The Development Services Department is in receipt of a proposed Site Plan Amendment for Merkle Retirement Planning. Based on the review of the submitted materials, staff have the following comments:

General Comments:

1. ~~Provide $2000 site plan review fee and $600 SWMP fee.~~

2. Staff will provide the preconstruction packet upon receipt of the final site plan. Please provide signed preconstruction packet and contact list.

3. ~~CAD files will be required with the final plan set.~~

4. ~~Add City standard notes. Notes are provided.~~

5. ~~It appears that the building is a sprinkled building. Please confirm.~~

6. ~~Building plan review will occur with the submittal of the building permit. Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.~~

Sheet C101:

1. ~~Provide City of Grimes utility contact.~~
    a. ~~Dave Guthrie dguthrie@grimesiowa.gov 515-514-1036~~

2. ~~I know we discussed the parking calculations awhile back but I think it is best to just use the current parking calculations for the project for the sake of simplicity, and to avoid confusion in the future. Please use the 3/1000 sf calculation for the entire building. The project will still meet the minimum parking requirements in this case. The parking proposed is now above the maximum parking requirements. As such please provide a market analysis to demonstrate the need for the additional parking. Please also provide a calculation to demonstrate that the site provides additional open space equal or greater than the additional 13 parking spaces and circulation for the spaces. See 12-15-4.5 for reference. I think the parking space calculation may need to be updated. The plans for the addition show 3695sf of added space and the assessor lists the existing building as 6945sf for a total of 10,640 sf which requires a minimum of 32 spaces. Please provide a calculation to demonstrate that the site provides additional open space equal or greater than the additional 8 parking spaces and associated circulation pavement (the site meets this requirement, just please show the calculation).~~

3. ~~Please update the proposed parking count to match the plans.~~

4. ~~Provide estimated construction schedule.~~

Sheet C300:

1. ~~Provide utility quantities table.~~

2. ~~Show how the roof drains will tie to the storm sewer. There are notes for #5 A-C but no labels on the plan.~~

3. ~~Please identify the location of the Fire Department Connection and the location of the hydrant that is required to be within 100' of the FDC.~~

4. ~~Please label the setbacks of the addition. Depending on the proximity to the property line, there may be limitations on percentage of glazing in the south exterior wall. Please label the setback of the building to the south property line.~~

5. ~~Suggest connecting the sidewalk along the existing north row of parking to the public sidewalk along SE Princeton Dr.~~

6. ~~Suggest adding a stop sign out to the public street.~~

C400:

1. ~~Label slopes and cross slopes of the ADA ramp. Please label the slope percentages.~~

C500:

1. ~~Some trees are missing from the original site plan. Please show the installation of the missing trees.~~

2. ~~Update open space calculation to 20% minimum open space and update the required plantings.~~

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF GRIMES LANDSCAPING REQUIREMENTS)

OPEN SPACE REQUIREMENTS:
10% OPEN SPACE REQUIRED
60,287 SF (TOTAL LOT)
60,287 SF X 10% = 6,028.7 SF OPEN SPACE REQUIRED
OPEN SPACE PROVIDED = 31,021 SF OR 51.5%

2 TREES PER 1,000 SF OF MINIMUM OPEN SPACE
6,028.7 / 1,000 SF = 6.03 PLANT UNITS
6.03 P.U. X 2 = 12.06 TREES REQUIRED (21 EXISTING TREES PROVIDED DURING PHASE 1, 4 TREES PROVIDED)

1 SHRUB PER 500 SF OF MINIMUM OPEN SPACE
6,028.7 / 500 = 12.06 PLANT UNITS
12.06 P.U. X 1 = 12.06 SHRUBS REQUIRED (6 EXISTING SHRUBS PROVIDED DRUING PHASE 1, 7 SHRUBS AND 13 GRASSES PROVIDED)

Architecture:

1. ~~Provide material percentages for the building addition to demonstrate that the addition meets the 75% masonry requirement for Zone 1. The entire east elevation meets the 75% requirement so there are no issues.~~

2. ~~Provide calculations to demonstrate that the east elevation meets the minimum 20% glazing requirement.~~

3. ~~Label all materials on the elevations and provide material descriptions and colors.~~

4. ~~Please label the 5 architectural treatments that are provided on the building from the required list for building in Zone 2. See 12-11-1.24.A.2.b.ii.~~

5. ~~Label lighting locations on the building and provide lighting spec sheets.~~

6. ~~Will there be roof-mounted mechanical units on the addition? If so, the units are required to be screened from right-of-way. Please demonstrate that units will be screened.~~

7. ~~It looks like one of the existing building signs will be removed to construct the building addition. Is the sign planned to be reinstalled on the building? If so, a sign permit will be required to reinstall the sign and staff will need to verify that the sign square footage complies with the current sign ordinance. Based on initial review, it appears the square footage meets the current sign code but the depth of the letters may not be in compliance with the current code, which require 1" depth lettering.~~

SITE PLAN SUBMITTAL SCHEDULE:

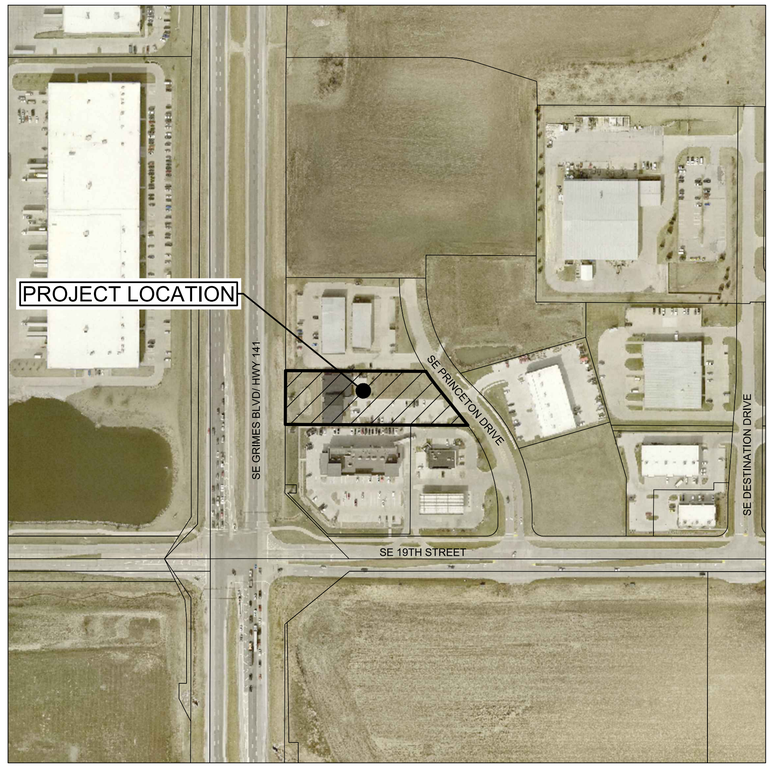
SUBMITTAL DATE:	February 26, 2025 **(1 PDF of Site plan with Elevation Plan included)**
PLANNING & ZONING:	March 4, 2025 at 5:30
COUNCIL MEETING:	March 25, 2025 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Senior Planner

PLAT & CONSTRUCTION PLANS
FOR
MERKLE FINANCIAL BUILDING ADDITION
1860 SE PRINCETON DRIVE
CITY OF GRIMES, POLK COUNTY, IOWA



VICINITY MAP

SCALE: 1" = 200'

OWNER
MERKLE REAL ESTATE LLC
1860 SE PRINCETON DRIVE
GRIMES, IA 50111

DEVELOPER
J CORP, LLC
3611 NE OTTER VIEW CIRCLE, STE 43
ANKENY, IA 50021
CONTACT: JEREMY HAVEMAN
PHONE: (515) 597-5457

ENGINEER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
CONTACT: KOREY MARSH, PE
PHONE: (515) 964-2020

Sheet List Table

C100 TITLE SHEET
C101 PROJECT INFORMATION
C200 EXISTING CONDITIONS AND DEMOLITION PLAN
C300 DIMENSION AND UTILITY PLAN
C400 GRADING AND EROSION CONTROL PLAN
C500 PLANTING PLAN

STATE OF IOWA
NICHOLAS L. HUSS
LANDSCAPE ARCHITECT
NO. 835
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT

License Expires:
June 30, 2026

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

Nicholas L. Huss, PLA — Date

License Number 835

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LICENSED PROFESSIONAL ENGINEER
KOREY M. MARSH
P25347
IOWA

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.

02-27-2025

Korey M. Marsh, P.E. — Date

License Number P25347

My License Renewal Date is December 31, 2026

Pages or sheets covered by this seal:
C100-C400

MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LJM | Checked By: KMM | Scale: 1" = 200'
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS

Project No: 124.1489.01

Sheet C100

MERKLE FINANCIAL BUILDING ADDITION
TITLE SHEET
GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1489.01
Sheet C100

V:\Projects\2024\124.1489.01\CADD\SP_124.1489_TSH.dwg LOGAN MYERS, TITLE SHEET, 2025/02/27, 2:34 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Cap # 11579 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Rail		
Control Point	CCP	
Bench Mark		
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

FEATURES	EXISTING	PROPOSED
Spot Elevation	X (1225.25)	X 1225.25
Contour Elevation	1225	1225
Fence (Barbed, Field, Hog)	X	X
Fence (Chain Link)	//	//
Fence (Wood)	□	□
Fence (Silt)		
Tree Line		
Tree Removal Limits		
Tree Stump		
Deciduous Tree \\ Shrub		
Coniferous Tree \\ Shrub		
Communication	C(*)	C
Overhead Communication	OC(*)	OC
Fiber Optic	FO(*)	FO
Underground Electric	E(*)	E
Overhead Electric	OE(*)	OE
Duct Bank	DUCT(*)	DUCT
Gas Main with Size	G(*)	G
High Pressure Gas Main with Size	HPG(*)	HPG
Water Main with Size	W(*)	
Sanitary Sewer with Size	S(*)	
Sanitary Manhole		
Storm Sewer with Size	ST(*)	
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		

(*) Denotes the survey quality service level for utilities

Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box	EB	EB
Electric Transformer	E	E
Traffic Sign		
Communication Pedestal	C	C
Communication Manhole	C	C
Communication Handhole	C	C
Fiber Optic Manhole	FO	FO
Fiber Optic Handhole	FO	FO
Gas Valve		
Gas Manhole	G	G
Gas Apparatus	G	G
Fence Post or Guard Post	●	●
Underground Storage Tank	UST	
Above Ground Storage Tank	AST	
Sign		
Satellite Dish		
Mailbox		
Sprinkler Head	+	+
Irrigation Control Valve	ICV	ICV
Soil Boring	B-2	
Test Hole Location for SUE w/ID		

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.
QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.
QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

NOTES

A. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.

B. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO SUDAS 2025 STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE SOILS REPORTS PREPARED BY OTHERS.

C. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.

D. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.

E. NOTIFY OWNER, ENGINEER, AND GRIMES PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.

F. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.

G. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.

H. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.

I. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.

J. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.

K. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.

L. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.

M. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.

N. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTANENCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.

O. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.

P. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF GRIMES, AND THE OWNER PRIOR TO CONSTRUCTION.

Q. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.

R. NO OUTSIDE STORAGE WILL BE ALLOWED ON THE PREMISES.

S. NO LAWN IRRIGATION IS PLANNED FOR THIS SITE.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 552408064.

FO1- FIBER OPTIC	CENTURYLINK SADIE HULL (918)-547-0147 SADIE.HULL@LUMEN.COM
CLEAR PER MAPS	CONSOLIDATED COMMUNICATIONS PHILLIP WILLIAMS JR (515)-867-4769 PHILLIP.WILLIAMS@CONSOLIDATED.COM
W1-WATER MAIN	GRIMES, CITY OF DAVE GUTHRIE (515)-514-1036 DGUTHRIE@GRIMESIOWA.GOV
CLEAR PER MAPS	IOWA COMMUNICATIONS NETWORK DAVE AUGSPURGER (515)-725-4604 ICNOUTSIDEPLANTIOWAONECALL@IOWA.GOV
CLEAR PER MAPS	IOWA DOT TOB FIBER DAVE AUGSPURGER (515)-725-4604 ICNOUTSIDEPLANTIOWAONECALL@IOWA.GOV
FO4-FIBER OPTIC	AUREON NETWORK SERVICES JEFF KLOCKO (515)-830-0445 JEFF.KLOCKO@AUREON.COM
UE1-UNDGERGROUND ELECTRIC OE1-OVERHEAD ELECTRIC	MIDAMER-ELEC JAMIE NEER (515)-252-6972 MECDSMDESIGNLOCATES@MIDAMERICAN.COM
F09-FIBER OPTIC	METRO FIBERNET, LLC LORI KEMPER (812)-213-1050 811DESIGN@METRONET.COM
CLEAR PER MAPS	BLACK HILLS ENERGY GRIMES CHUCK WOODS (515)-343-2037 CHUCK.WOODS@BLACKHILLSCORP.COM
NO RESPONSE	MEDIACOM JERRY BROUGHTON (845)-587-2521 JBROUGHTON@MEDIACOMCC.COM
FO8-FIBER OPTIC	UNITE PRIVATE NETWORKS, LLC JOE KILZER (816)-425-3556 UPNGIS@UPNFIBER.COM

CITY OF GRIMES STANDARD NOTES

1. GENERAL NOTES:
   a. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT VERSION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS.
   b. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING, SIGNING, AND RETURNING THE PRECONSTRUCTION PACKET TO THE DEVELOPMENT SERVICES DEPARTMENT PRIOR TO THE START OF CONSTRUCTION.
   c. ALL PERMITS (IDNR, NPDES, IDOT, ARMY CORP., ETC.) SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION.
   d. PROVIDE THE CITY OF GRIMES WITH RECORD DRAWINGS (AS-BUILTS) OF ALL IMPROVEMENTS AND EASEMENTS AS PER CITY COMMERCIAL AS-BUILT POLICY.
   e. THE RECORD DRAWINGS SHOULD INCLUDE A CERTIFIED GRADING SHEET AND AS-BUILT PLANS OF ALL STORMWATER MANAGEMENT FACILITIES ON SITE WITH A CERTIFICATION STATEMENT SIGNED BY THE DESIGN ENGINEER INDICATING THAT THE FACILITIES WERE CONSTRUCTED AS DESIGNED.
   f. RECORD DRAWINGS TO INCLUDE ONE ELECTRONIC FILE IN .DWG AND .PDF FILE EXTENSIONS.
   g. TYPICAL BUILDING SERVICE LAYOUT TO REFLECT THE CITY'S SERVICE ORDER FROM LEFT TO RIGHT FACING THE LOT SANITARY, WATER, SUMP. MARK THE ENDS OF SERVICES WITH A STEEL FENCE POST AND PAINT GREEN FOR SANITARY, BLUE FOR WATER, AND WHITE FOR STORM. MARK THE ENDS OF SANITARY AND SUMP WITH A 2 X 4 FROM END OF PIPE TO 2' ABOVE GRADE.
   h. A KNOX BOX IS REQUIRED BY THE FIRE DEPARTMENT.
   i. ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHTS-OF-WAY.
   j. PROVIDE A 4-YEAR MAINTENANCE BOND FOR ALL PUBLIC IMPROVEMENTS (UTILITY, PAVING, SUBGRADE) WITH AN ITEMIZED COST BREAKDOWN.
   k. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL NEWLY CONSTRUCTED PUBLIC AND PRIVATE UTILITIES ASSOCIATED WITH THE PROJECT AT THEIR EXPENSE UNTIL THE CITY ACCEPTS THE PROJECT THROUGH THE GRIMES CITY COUNCIL.
2. SANITARY SEWER NOTES:
   a. THE CONTRACTOR IS REQUIRED TO PLACE A TEMPORARY PLUG IN THE EXISTING DOWNSTREAM SANITARY SEWER MANHOLE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE THE PLUG FOLLOWING APPROVAL OF CONSTRUCTION BY THE CITY OF GRIMES.
   b. SANITARY GRAVITY PIPE MATERIAL SHALL BE PVC SDR 26 OR TRUSS (8" TO 15").
   c. SANITARY GRAVITY SERVICE PIPE MATERIAL SHALL BE PVC SDR 23.5 (4" TO 6").
   d. ALL SANITARY SEWER MANHOLES SHALL HAVE STEPS.
   e. ALL SANITARY SEWER MANHOLES CASTINGS SHALL BE SEALED WITH HEAT SHRINK SLEEVES.
   f. ALL SANITARY SEWER MANHOLE CASTINGS LOCATED WITHIN PAVEMENT SHALL BE TYPE B:PCC W/ADJUSTING MECHANISM.
   g. SANITARY SEWER CLEANING & TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISING. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
3. WATER MAIN NOTES:
   a. ALL FIRE HYDRANTS SHALL BE AMERICAN FLOW CONTROL-WATEROUS PACER WB-67-250, MUELLER SUPER CENTURION 250 (3-WAY A-423), OR CLOW MEDALLION F-2545. ALL HYDRANTS SHALL HAVE THE FOLLOWING: 6" MJ SHOE, 2-1/2" HOSE NOZZLE, 4-1/2" STEAMER NOZZLE, NST THREADS, PENTAGON OPERATING NUT, CHAIN ON CAP, OPEN LEFT, 5-1/2' BURY, AND FACTORY PAINTED RED. THE MINIMUM SPOOL PIPE LENGTH FROM AUXILIARY VALVE TO HYDRANT SHOE SHALL BE 2.0'.
   b. ALL HYDRANTS WILL IMMEDIATELY BE COVERED WITH A BLACK PLASTIC BAG (OR EQUIVALENT) ONCE THE HYDRANT IS INSTALLED. THE CITY OF GRIMES WILL NOTIFY THE CONTRACTOR WHEN THE BAGS CAN BE REMOVED.
   c. A TRACER WIRE RECEPTACLE SHALL BE INSTALLED AT EACH HYDRANT, AA MANUFACTURING TRACER WIRE RECEPTACLE MODEL TW-18-2.
   d. ALL VALVES SHALL BE RESILIENT WEDGE GATE VALVES.
   e. WATER SERVICE SHALL BE 1-INCH MINIMUM TYPE K COPPER.
   f. THE CITY OF GRIMES SHALL DO THE FILLING OF THE WATER MAIN.
   g. NEW WATER MAIN SHALL BE PRESSURE TESTED AND CHLORINATED BY THE CONTRACTOR. THE BACTERIA TEST AND SUBMITTAL OF TEST TO LAB SHALL BE DONE BY THE CONTRACTOR AND RESULTS PROVIDED TO THE CITY OF GRIMES ENGINEERING DIVISION. ALL TESTS AND SAMPLING TO BE WITNESSED BY THE CITY ENGINEERING DIVISION. IF THE TEST DOES NOT PASS, THE CONTRACTOR WILL BE REQUIRED TO PAY FOR ALL THE WATER USED TO REPEAT THE TEST.
   h. ALL WATERMAIN FITTINGS TO BE RESTRAINED JOINT, MEGA-LUG OR APPROVED EQUAL.
   i. ALL DEAD-END WATER MAINS TO HAVE TEMPORARY BLOWOFF HYDRANTS.
4. STORM SEWER NOTES:
   a. ALL STORM SEWER IN THE ROW SHALL BE RCP, UNLESS OTHERWISE APPROVED BY THE CITY.
   b. ALL FLARED END SECTIONS SHALL HAVE FOOTINGS AND APRON GRATES. THE LAST 3 PIPE SECTIONS AND THE FLARED END SECTION ON ALL STORM SEWERS SHALL BE TIED. ALL STORM SEWER JOINTS SHALL BE WRAPPED WITH ENGINEERING FABRIC UNLESS OTHERWISE DIRECTED.
   c. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY FIELD TILE DAMAGED DURING CONSTRUCTION. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES AND INCLUDE ON RECORD DRAWINGS.
   d. PUBLIC STORM SEWER CLEANING & TELEVISING SHALL BE COMPLETED PRIOR TO PAVING. RUN SUFFICIENT DYED WATER THROUGH PIPE PRIOR TO TELEVISING. PROVIDE THE VIDEO AND INSPECTION REPORT TO THE CITY ENGINEERING DIVISION.
   e. USE O RING GASKETS ON STORM SEWERS CROSSING UNDER WATERMAIN PER IDNR REQUIREMENT.

PROPERTY DESCRIPTION

LOT 2 PRINCETON SUBDIVISION PLAT 1

PROPERTY ADDRESS

1860 SE PRINCETON DR
GRIMES, IA 50111

ZONING

M-1A: COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICTWITHIN ZONE 1 OF HIGHWAY 141 OVERLAY DISTRICT

GENERAL USE

PROFESSIONAL SERVICES

BUILDING DESCRIPTION

EXISTING BUILDING:
FLOOR SF= 7,284 SF

PROPOSED BUILDING ADDITION:
TOTAL BUILDING HEIGHT= 21' 2-1/4"
ADDITIONAL FLOOR SF= 3,550 SF

LOT INFORMATION

LOT AREA: 60,287 SF (1.38 AC)
OPEN SPACE: 31,021 SF (51.5%)
SETBACKS:
FRONT YARD: 25'
SIDE YARD: NONE
REAR YARD (ALONG HWY 141): 100'
MAX BUILDING HEIGHTALONG HWY 141: 90'

PROJECT TIMELINE

CONSTRUCTION START: SPRING 2025
EARTHWORK: SPRING 2025
UTILITIES: SPRING 2025
PAVING: SUMMER 2025
BUILDING CONSTRUCTION: SUMMER 2025

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (AMES - DES MOINES)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP5 N=7518977.58 E=18484615.10 Z=957.70
CUT 'X' ON EAST TOP OF CURB, SE PRINCETON DR. AT DOUBLE INTAKE +/-100' NORTH OF MERKLE ENTRANCE

CP6 N=7518864.98 E=18484420.05 Z=956.86
CUT 'X' TOP OF CURB ON NOSE OF ISLAND IN PARKING LOT, +/-50 EAST OF BUILDING, +/-250' WEST OF SE PRINCETON DR, +/-5' SOUTH OF HYDRANT

CP7 N=7518840.11 E=18484510.41 Z=956.92
CUT 'X' TOP OF CURB ON NOSE OF ISLAND IN PARKING LOT, +/-150' EAST OF BUILDING, +/-175' WEST OF SE PRINCETON DR, +/-10' WEST OF SOUTH ENTRANCE

CP8 N=7518946.74 E=18484376.18 Z=957.87
CUT 'X' TOP OF CURB IN PARKING LOT, +/-5' EAST OF BUILDING/GARAGE, +/-225' WEST OF SE PRINCETON DR, +/-15' WEST OF TRASH ENCLOSURE

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 7518962.-- E=18484574.-- ELEV=960.60
ARROW ON HYDRANT, +/-10' WEST OF SE PRINCETON DR, +/-115' NORTH OF MERKLE ENTRANCE, +/-200' EAST OF BUILDING.

PARKING REQUIREMENTS:

3 SPACES PER 1,000 SF OF GROSS AREA
10,640 / 1,000 x 3 = 32 STALLS REQUIRED

48 TOTAL STALLS PROVIDED
(INCLUDES 2 HANDICAP STALLS)

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
   a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
   b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
   c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
   d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
   e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
   f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
   g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
   h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
   i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
   j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
   k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LJM | Checked By: KMM | Scale: 1" = NONE
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS
Project No: 124.1489.01 | Sheet C101

MERKLE FINANCIAL BUILDING ADDITION

PROJECT INFORMATION

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1489.01
Sheet C101

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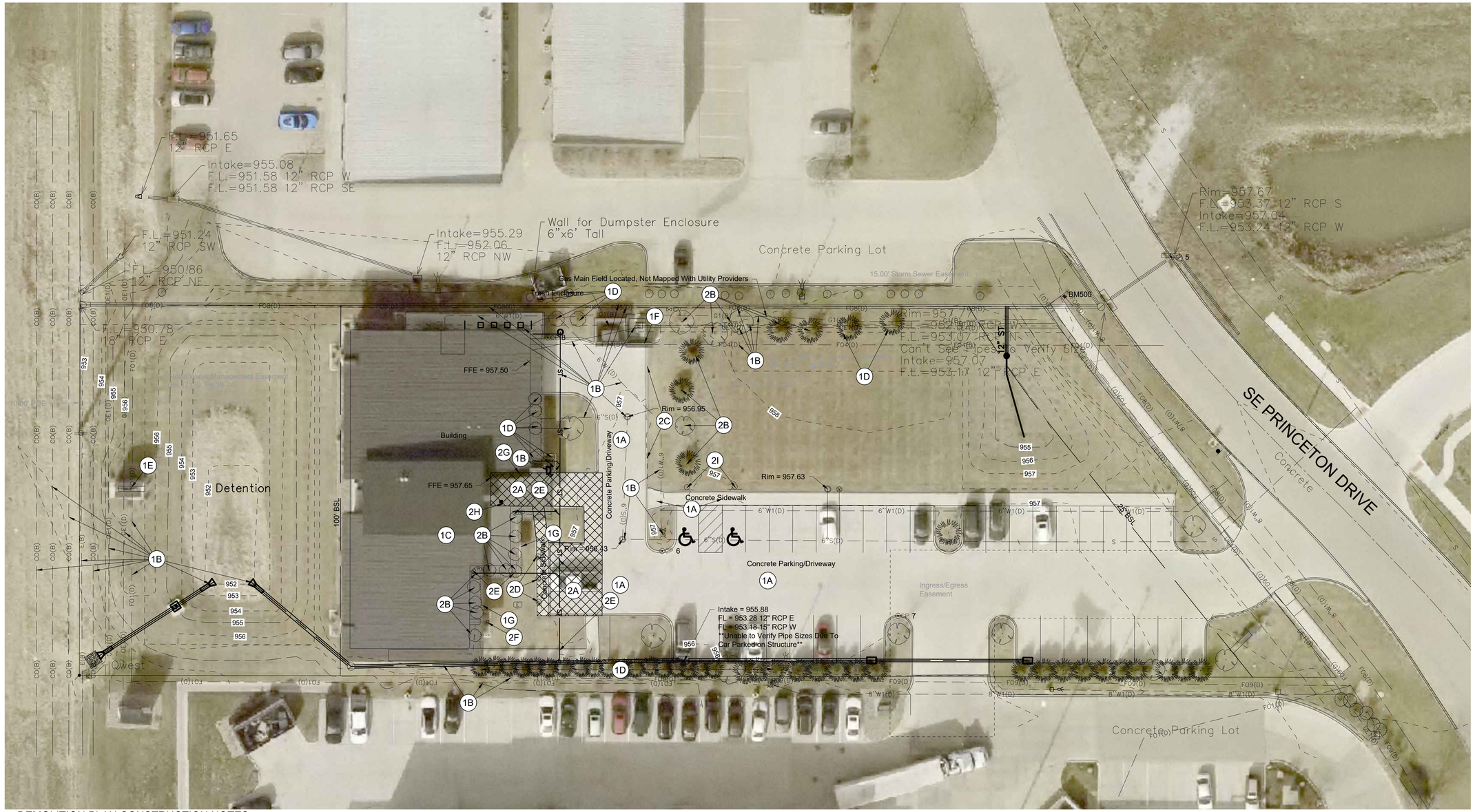

DEMOLITION PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES. PROTECT THE FOLLOWING:
   A. PAVEMENTS TO REMAIN. SAW CUT ALL PAVEMENTS TO FULL DEPTH AT REMOVAL LIMIT TO AVOID DAMAGE TO ADJACENT PAVEMENTS. ANY DAMAGE TO PAVEMENT SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
   B. PROTECT EXISTING UTILITIES. VERIFY LOCATION PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES DUE TO CONSTRUCTION SHALL BE REPAIRED AT CONTRACTORS EXPENSE. ADJUST EXISTING UTILITIES WHEN REQUIRED TO MATCH PROPOSED GRADE.
   C. COORDINATE WITH ARCHITECTURAL PLANS FOR BUILDING PROTECTION AND DEMOLITION.
   D. PROTECT EXISTING TREES.
   E. PROTECT EXISTING SIGNS.
   F. PROTECT EXISTING WALL.
   G. SALVAGE STONE EDGING FOR REUSE. SEE PLANTING PLAN FOR DETAILS.

2. DEMOLITION. REMOVE THE FOLLOWING:
   A. EXISTING PAVEMENT TO LIMITS SHOWN. SAW CUT TO FULL DEPTH.
   B. EXISTING TREES AS NECESSARY.
   C. GRIND EXISTING CURB.
   D. REMOVE EXISTING PARKING SIGNS.
   E. REMOVE EXISTING ROOF DRAINS AND SUBDRAIN AS NECCESSARY PER ARCHITECTURAL PLANS.
   F. REMOVE EXISTING YARD LIGHT.
   G. REMOVE AND RELOCATE KNOX BOX.
   H. REMOVE AND RELOCATE MAILBOX.
   I. REMOVE AND RELOCATE ACCESSIBLE PARKING SIGNS.

PAVEMENT REMOVAL

N

0 20
FEET

MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LMW | Checked By: KMM | Scale: 1" = 20'
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS
Project No: 124.1489.01

MERKLE FINANCIAL BUILDING ADDITION
EXISTING CONDITIONS AND DEMOLITION PLAN
GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

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Project No: 124.1489.01
Sheet C200

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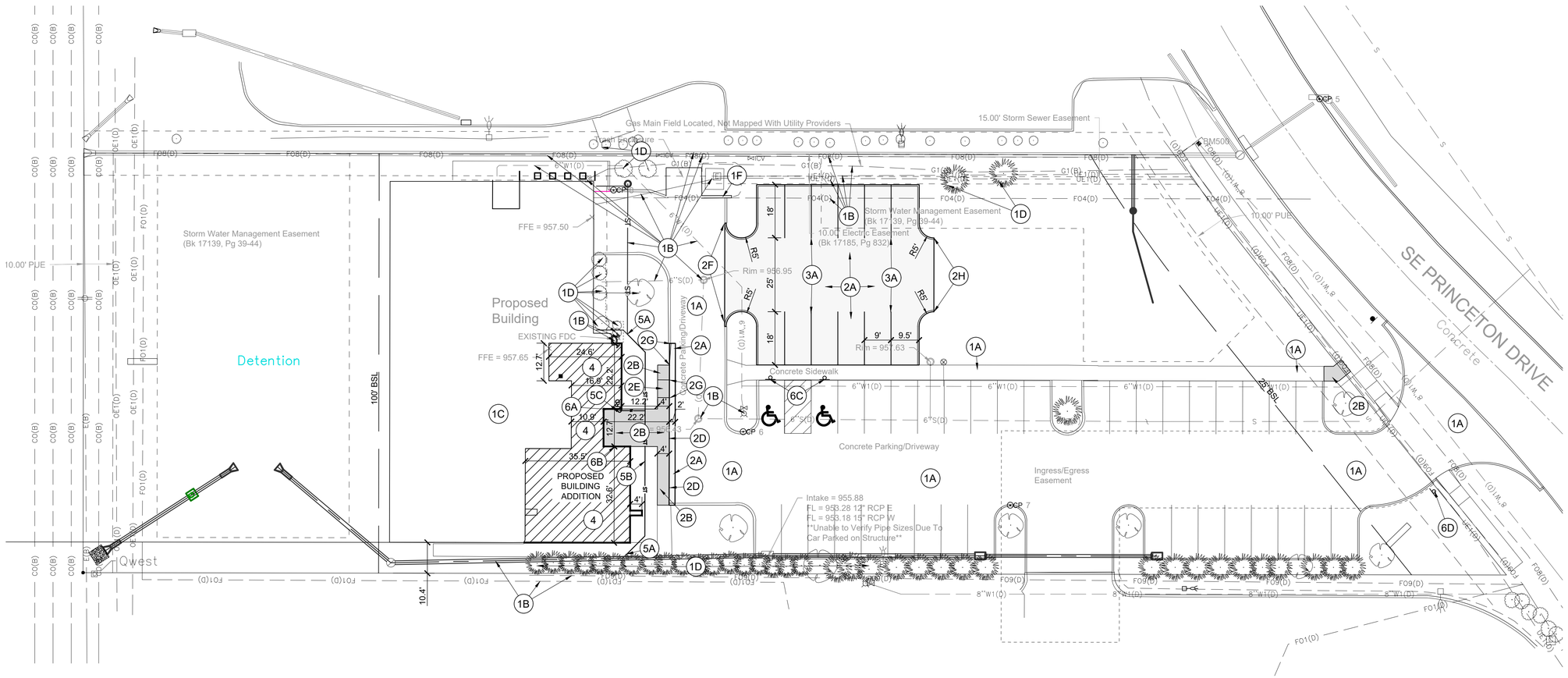


DIMENSION AND UTILITY PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES, SEE SHEET C200 FOR DEMOLITION DETAILS. PROTECT THE FOLLOWING:
   A. PAVEMENTS TO REMAIN. SAW CUT ALL PAVEMENTS TO FULL DEPTH AT REMOVAL LIMIT TO AVOID DAMAGE TO ADJACENT PAVEMENTS. ANY DAMAGE TO PAVEMENT SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
   B. PROTECT EXISTING UTILITIES. VERIFY LOCATION PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES DUE TO CONSTRUCTION SHALL BE REPAIRED AT CONTRACTORS EXPENSE. ADJUST EXISTING UTILITIES WHEN REQUIRED TO MATCH PROPOSED GRADE.
   C. COORDINATE WITH ARCHITECTURAL PLANS FOR BUILDING PROTECTION AND DEMOLITION.
   D. PROTECT EXISTING TREES.
   E. PROTECT EXISTING SIGNS.
   F. PROTECT EXISTING WALL.

2. PAVEMENTS, PROVIDE THE FOLLOWING:
   A. PCC PARKING & DRIVES, 6" DEPTH PAVEMENT ON 12" DEPTH PREPARED SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
   B. PCC SIDEWALKS, 4" DEPTH PAVEMENT.
   C. 6" STANDARD CURB. SEE DETAIL THIS SHEET.
   D. PCC INTEGRAL SIDEWALK AND CURB. SEE DETAIL THIS SHEET.
   E. PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%.
   F. CONNECT TO EXISTING PAVEMENT.
   G. TAPER TO NO CURB.
   H. NO CURB.

3. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
   A. 4" WIDE PAINTED PARKING STALL LINES.

4. PROPOSED BUILDING ADDITION. SEE ARCHITECTURAL PLANS FOR BUILDING DETAILS.

5. SUBDRAIN. PROVIDE THE FOLLOWING:
   A. CONNECT TO EXISTING SUBDRAIN.
   B. PROPOSED 4" SUBDRAIN.
   C. COORDINATE WITH ARCHITECTURAL PLANS FOR ROOF DRAIN LOCATIONS.

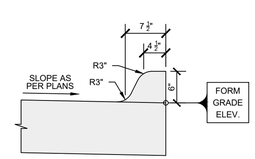
6. SITE AMENITIES, PROVIDE THE FOLLOWING:
   A. RELOCATED KNOX BOX.
   B. RELOCATED MAILBOX LOCATION.
   C. RELOCATED ACCESSIBLE PARKING SIGNS.
   D. STOP SIGN.

LEGEND

- 4" PCC SIDEWALK
- 6" PCC PAVEMENT
- BUILDING ADDITION (3,550 SF)

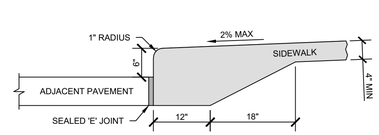
QUANTITIES

4" SUBDRAIN	90 LF
4" PCC SIDEWALK	463 SF
6" PCC PAVEMENT	3,896 SF



1 / C300 — 6-INCH STANDARD CURB

NO SCALE



2 / C300 — INTEGRAL SIDEWALK AND CURB DETAIL

NO SCALE

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MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LMW | Checked By: KMM | Scale: 1" = 20'
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS
Project No: 124.1489.01 | Sheet C300

MERKLE FINANCIAL BUILDING ADDITION

DIMENSION AND UTILITY PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1489.01
Sheet C300

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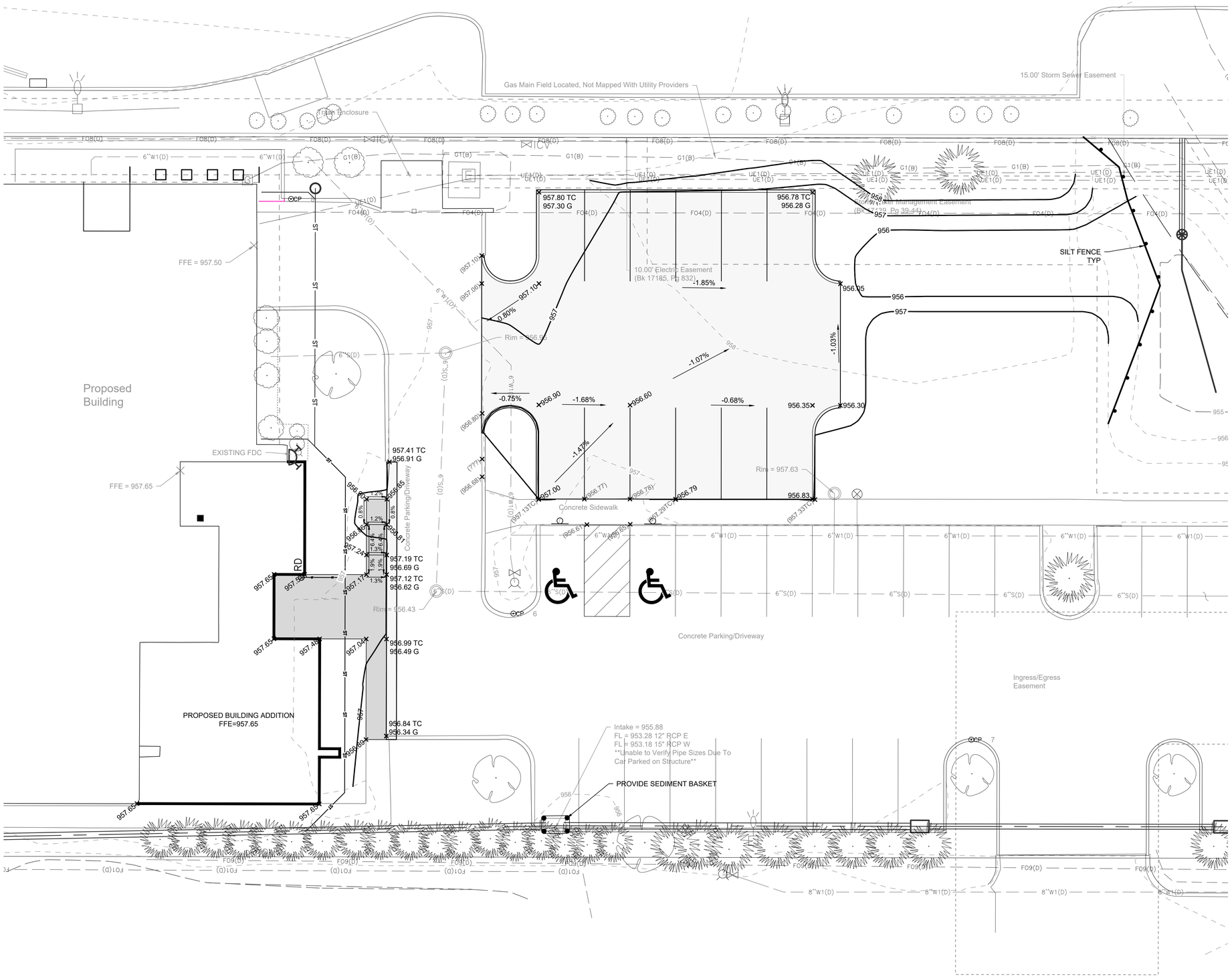

GRADING NOTES

1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 6" DEPTH TO FINISH GRADES.
2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
3. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALLY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
5. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.
6. THE VOLUME OF THE DETENTION BASIN WILL NEED TO BE VERIFIED AND PROVIDED TO THE CITY BEFORE A FINAL C.O. IS ISSUED.
7. INSTALL PERIMETER EROSION CONTROL AS NEEDED TO PROTECT SEDIMENT AND CONSTRUCTION MATERIAL FROM LEAVING THE SITE.
8. CONTRACTOR TO ACQUIRE A GRADING PERMIT PRIOR TO COMMENCEMENT OF ANY GRADING ACTIVITIES.

MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LMW | Checked By: KMM | Scale: 1" = 10'
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS
Project No: 124.1489.01

Sheet C400

MERKLE FINANCIAL BUILDING ADDITION

GRADING AND EROSION CONTROL PLAN

GRIMES, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1489.01
Sheet C400

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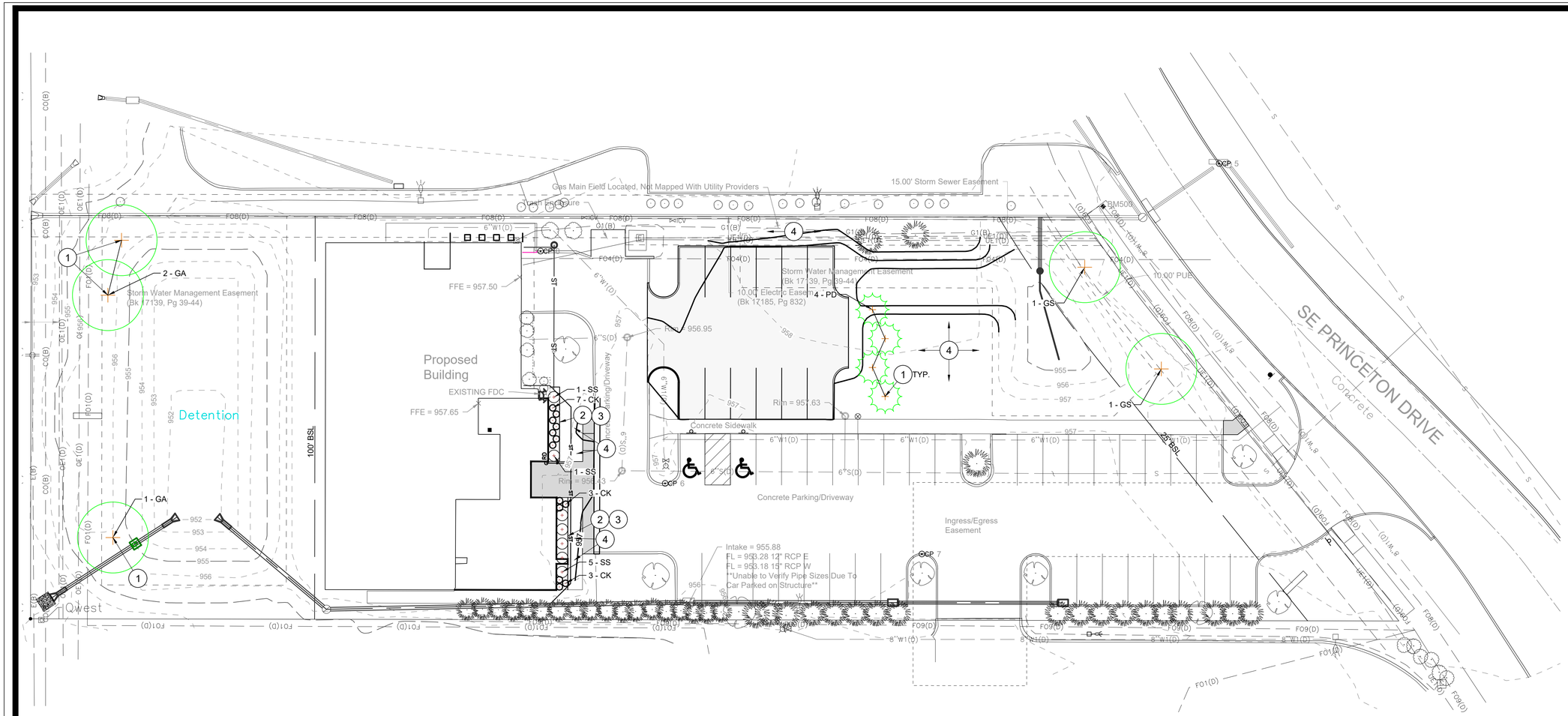

PLANTING PLAN GENERAL NOTES

A. UTILITY WARNING:
THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF ALL UTILITIES. AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.

C. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).

D. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.

E. ALL SHRUBS TO A MINIMUM HEIGHT OF 18" AT THE TIME OF PLANTING.

F. EXISTING VEGETATION TO REMAIN AND BE REPLACED IN FUTURE AS NEED TO MEET SCREENING REQUIREMENTS.

PLANTING PLAN CONSTRUCTION NOTES

1. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD MULCH IN A MIN 3-FOOT PERIMETER RING AROUND ALL TREES. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.
2. PROVIDE 1" - 2" RIVER ROCK TO A DEPTH OF 4-INCHES WITH WEED-BARRIER FABRIC UNDERLAYMENT IN PLANT BED AREAS AS INDICATED ON PLAN.
3. INSTALL SALVAGED STONE EDGING.
4. SOD ALL AREAS DISTURBED BY CONSTRUCTION ON SITE UNLESS NOTED OTHERWISE.

PLANTING PLAN REQUIREMENTS

LANDSCAPE REQUIREMENTS AND CALCULATIONS:
(AS PER CITY OF GRIMES LANDSCAPING REQUIREMENTS)

OPEN SPACE REQUIREMENTS:
20% OPEN SPACE REQUIRED
60,287 SF (TOTAL LOT)
60,287 SF X 20% = 12,057.4 SF OPEN SPACE REQUIRED
OPEN SPACE PROVIDED = 31,021 SF OR 51.5%

2 TREES PER 1,000 SF OF MINIMUM OPEN SPACE
12,057 / 1,000 SF = 12.05 PLANT UNITS
12.05 P.U. X 2 = 24.1 TREES REQUIRED (21 EXISTING TREES PROVIDED DURING PHASE 1, 4 TREES PROVIDED)

1 SHRUB PER 500 SF OF MINIMUM OPEN SPACE
12057 / 500 = 24.12 PLANT UNITS
24.12 P.U. X 1 = 24.12 SHRUBS REQUIRED (6 EXISTING SHRUBS PROVIDED DRUING PHASE 1, 7 SHRUBS AND 13 GRASSES PROVIDED)

PUBLIC RIGHT-OF-WAY REQUIREMENT
1 OVERSTORY TREE EVER 50 LF OF LOT FRONTAGE:

PRINCETON DRIVE
180 LF / 50 LF = 4 TREES REQUIRED
4 TREES PROVIDED

HIGHWAY 141
142 LF / 50 = 3 TREES REQUIRED
3 TREES PROVIDED

PERIMETER BARRIER LANDSCAPE REQUIREMENTS:
6' HT. OPAQUE HEDGE ALONG PARKING AREA, SHRUBS @ 6' O.C.
155 LF / 6' = 25.8 SHRUBS REQUIRED
27 SHRUBS PROVIDED

1 TREE REQUIRED / 50 LF
250 LF / 50 = 5 TREES REQIRED
5 TREES PROVIDED DURING PHASE 1

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
CONIFERS					
PD	4	Picea glauca 'Densata'	Black Hills White Spruce	6` Ht.	B&B
SHADE TREES					
GA	3	Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	1.5" Cal.	B&B
GS	2	Gleditsia triacanthos inermis 'Skyline'	Skyline Honey Locust	1.5" Cal.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
SS	7	Spiraea japonica 'Little Princess'	Little Princess Japanese Spirea	3 gal.	Pot
GRASSES					
CK	13	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	Pot

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MARK	REVISION	DATE	BY
3	AS PER CITY COMMENTS		LJM
2	AS PER CITY COMMENTS	02-27-25	LJM
1	AS PER CITY COMMENTS	02-07-25	LJM

Engineer: LMW | Checked By: KMM | Scale: 1" = 20'
Technician: LJM | Date: 01-13-25 | T-R-S: TTN-RRW-SS
Project No: 124.1489.01

Sheet C500

MERKLE FINANCIAL BUILDING ADDITION

GRIMES, IOWA

PLANTING PLAN

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 124.1489.01

Sheet C500

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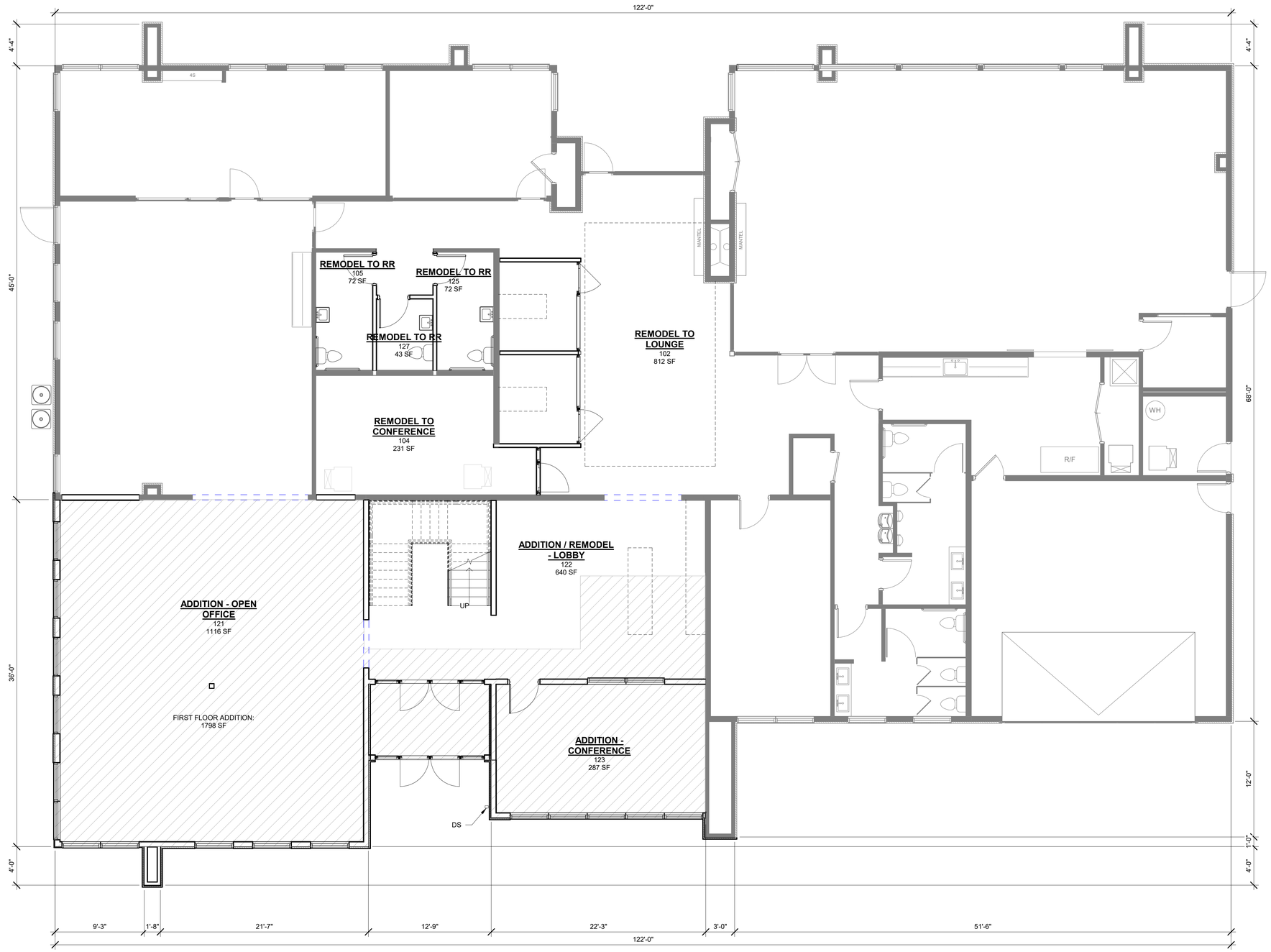


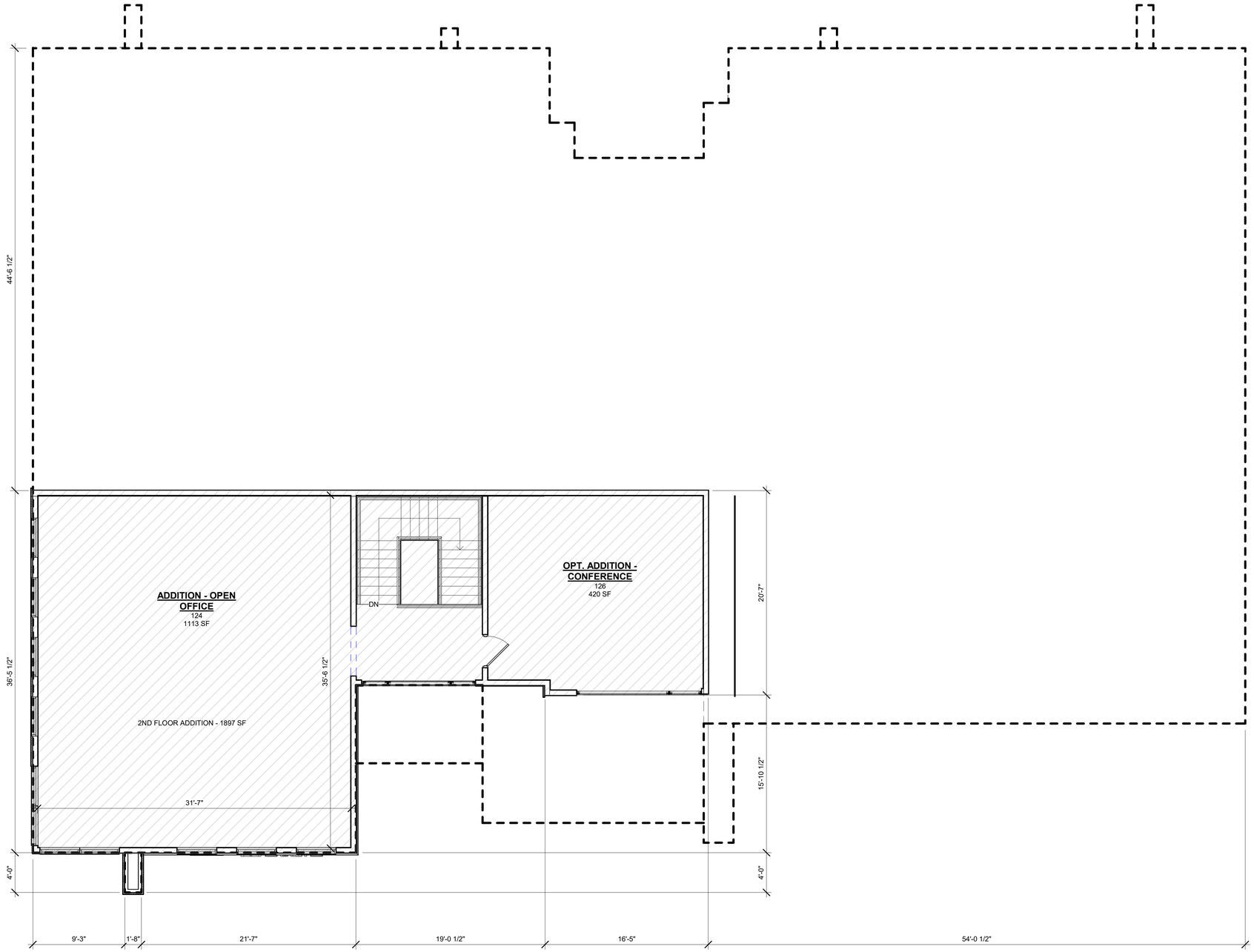
NORTH 1 **1ST FLOOR - ADDITION**
SCALE: 3/16" = 1'-0"

JCORP
DESIGN | BUILD

3611 NE Otterview Circle #42 Ankeny, IA 50021
www.jcorpdesignbuild.com

Merkle Retirement Planning - Addition

First Floor Plan
2 / 4 / 2025



ADDITION

NORTH

1 **2ND FLOOR - ADDITION**
SCALE: 3/16" = 1'-0"

JCORP
DESIGN | BUILD

3611 NE Otterview Circle #42 Ankeny, IA 50021
www.jcorpdesignbuild.com

Merkle Retirement Planning - Addition

Second Floor Plan
2 / 4 / 2025

MATERIAL SCHEDULE - ADDITION

B1	Stone Veneer- NSVI Olympia	1562 SF	62%	New Construction	
S1	Fiber Cement Rainscreen Siding - Nichiha Vintage Wood - Cedar	832 SF	33%	New Construction	
S2	Fiber Cement Panel Siding - Tricorn Black	119 SF	5%	New Construction	
		2513 SF	100%		

1 EAST ELEVATION
SCALE: 3/16" = 1'-0"

EAST ELEVATION GLAZING SF	
GLAZING SF	949 SF
TOTAL SF	2038 SF
GLAZING %	47%

2 WEST ELEVATION
SCALE: 3/16" = 1'-0"

JCORP
DESIGN | BUILD
3611 NE Otterview Circle #42 Ankeny, IA 50021
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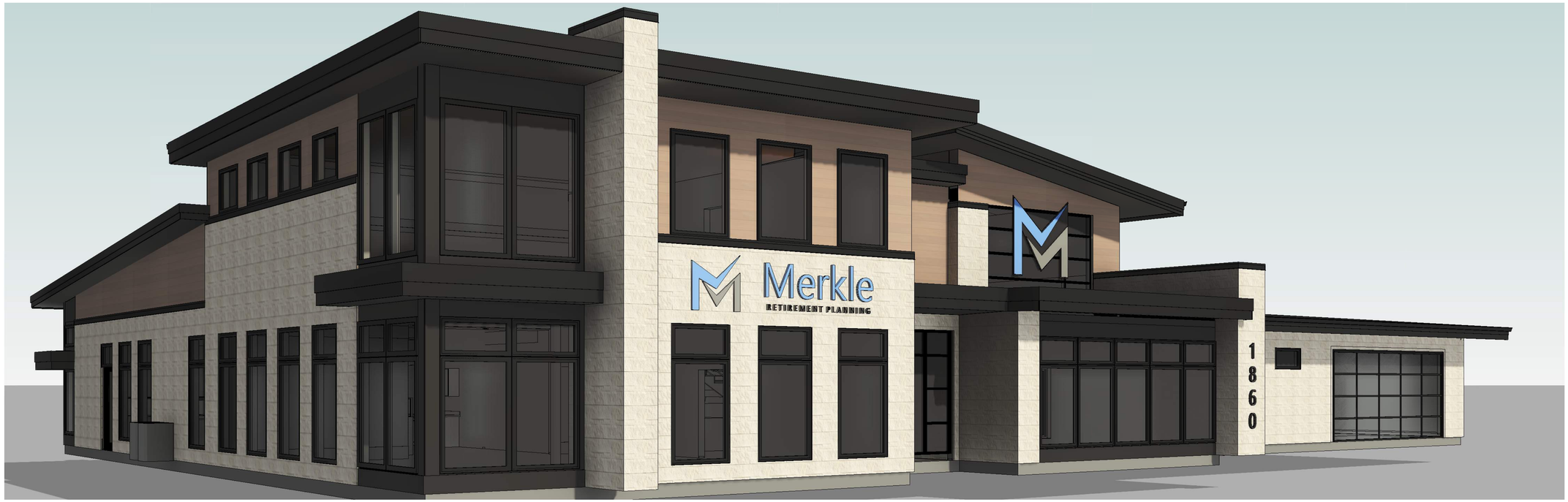
Merkle Retirement Planning - Addition

Color Elevations
2 / 4 / 2025

1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

2 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



1 Addition - Southeast View

2 Addition - Northeast View

JCORP
DESIGN | BUILD

3611 NE Otterview Circle #42 Ankeny, IA 50021
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Merkle Retirement Planning - Addition

3D Views
2 / 4 / 2025

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: TMJ Roofing Phase 2 Site Plan Amendment

BACKGROUND: The applicant, TMJ Roofing, is requesting approval of a site plan amendment to add a second building to the site. The building will be 11,400 sf and utilized for storage of business materials. The building will be designed to meet the Highway 141 Mixed Use Development Corridor Overlay District Zone 2 requirements and will consist of storefront glazing, Hardie panel system, wood-look siding, and black metal panel to match the existing building on site.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Planning and Zoning Commission recommendation of approval - 03/04/2025

STAFF RECOMMENDATION: Staff recommend approval subject to remaining comments.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Senior Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by:	Evann Martin, Senior Planner
Return to:	Evann Martin, Senior Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

March 4, 2025

PROJECT NAME

TMJ Roofing Phase 2

Site Plan Amendment

APPLICANT

Ryan Ross

REQUESTED ACTION

Approval to construct an 11,400 sf new building for storage

LOCATION

2120 SE 44th Court

ZONING

M-1A

Highway 141 Mixed Use Development Corridor District Zone 2

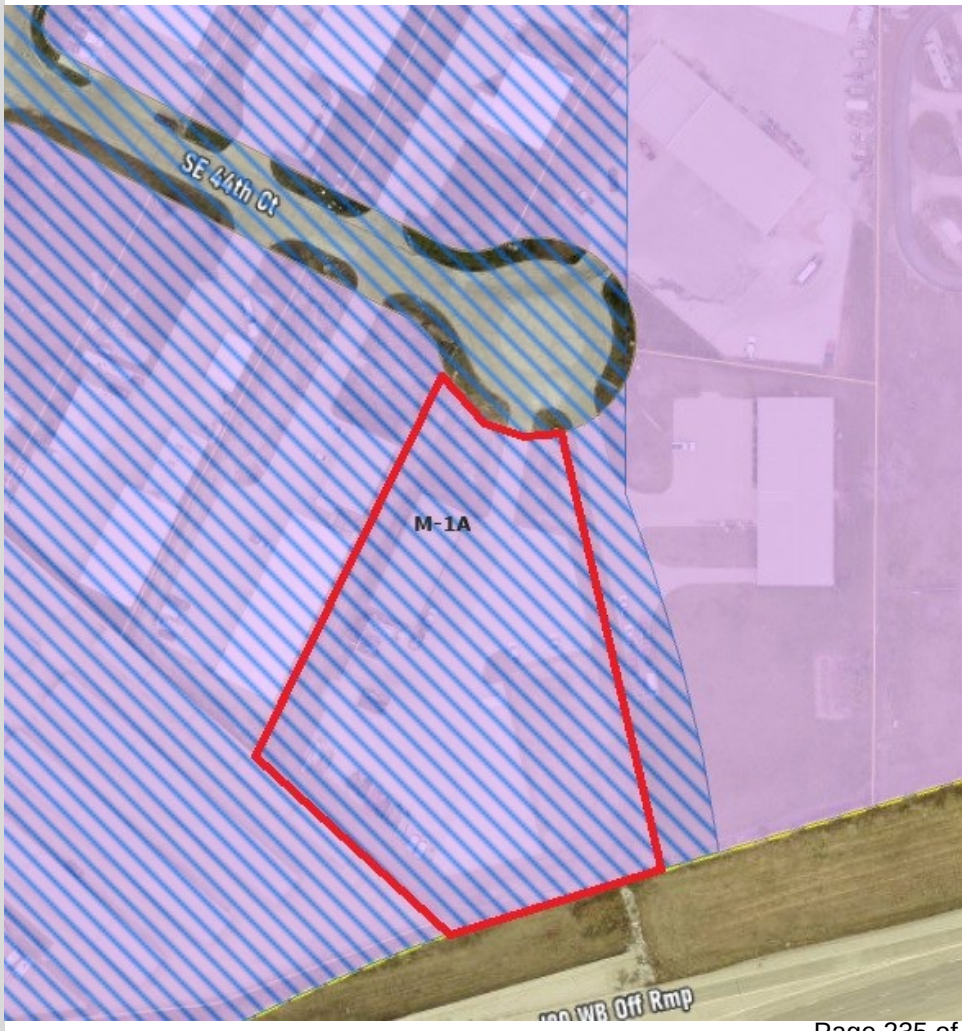
PLANNER

Evann Martin

emartin@grimesiowa.gov

515-986-4050

Location Map



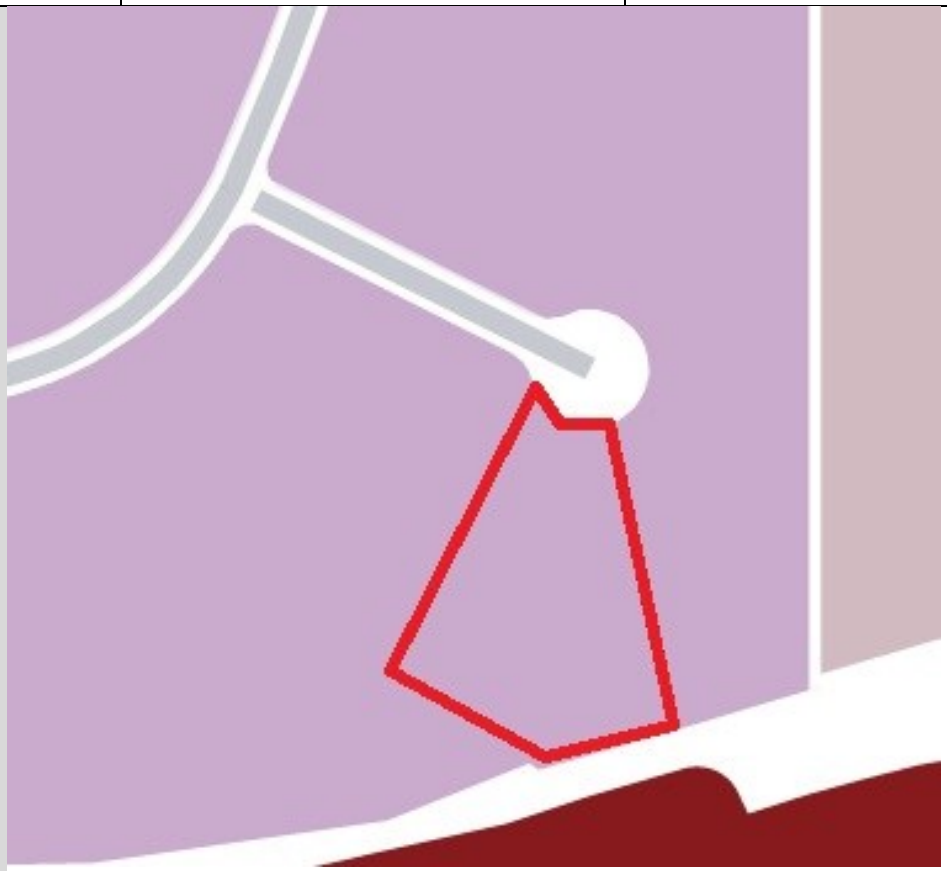
Zoning Map

Relation to Comprehensive & Neighborhood Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Light Industrial	Light Industrial	M-1A
North	Light Industrial	Light Industrial	M-1A
South	I-80	N/A (outside Grimes)	N/A (outside Grimes)
East	Light Industrial	Light Industrial	M-1A
West	Light Industrial	Light Industrial	M-1A

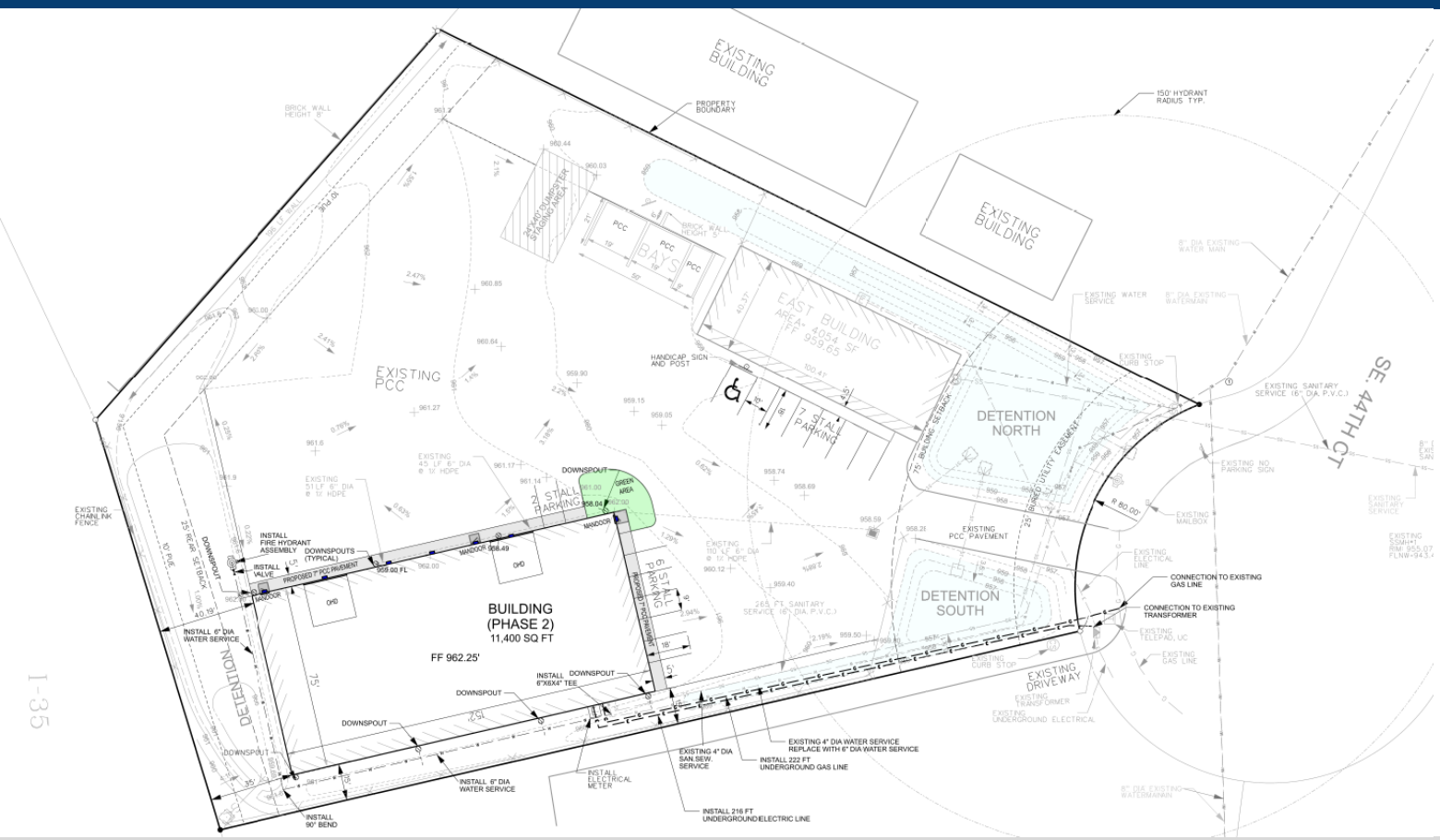
PARK

The site is light industrial, therefore no parkland dedication is required.



Future Land Use Map

Site Layout



ACCESS

Access is existing off SE 44th Ct.

SANITARY & WATER

Sanitary service is already stubbed to the proposed building. A new water service will be installed to accommodate a fire suppression system. Additional hydrant coverage is provided for the new building. An FDC will be required.

STORM WATER

Detention is existing on the north and south sides of the site and is designed to accommodate the proposed building.

PARKING

Eight parking stalls will be added to the site to provide parking for the new building.

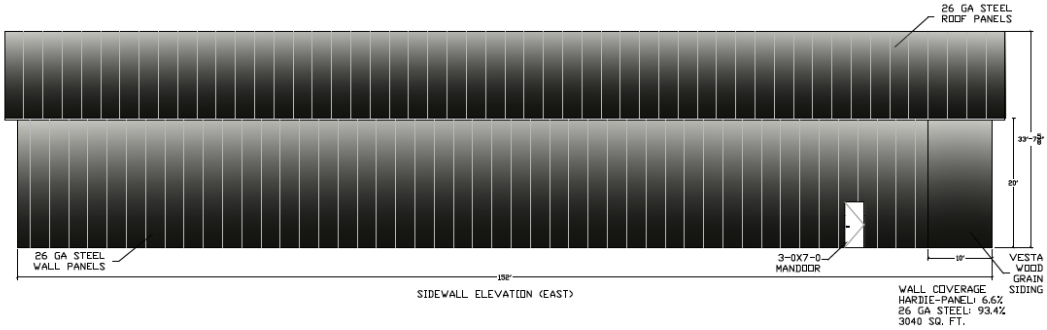
Architecture

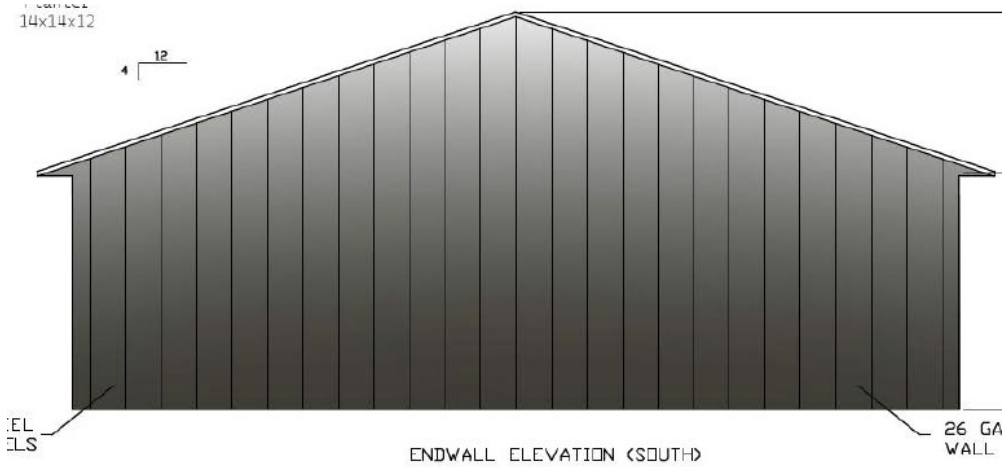
BUILDING & ELEVATIONS

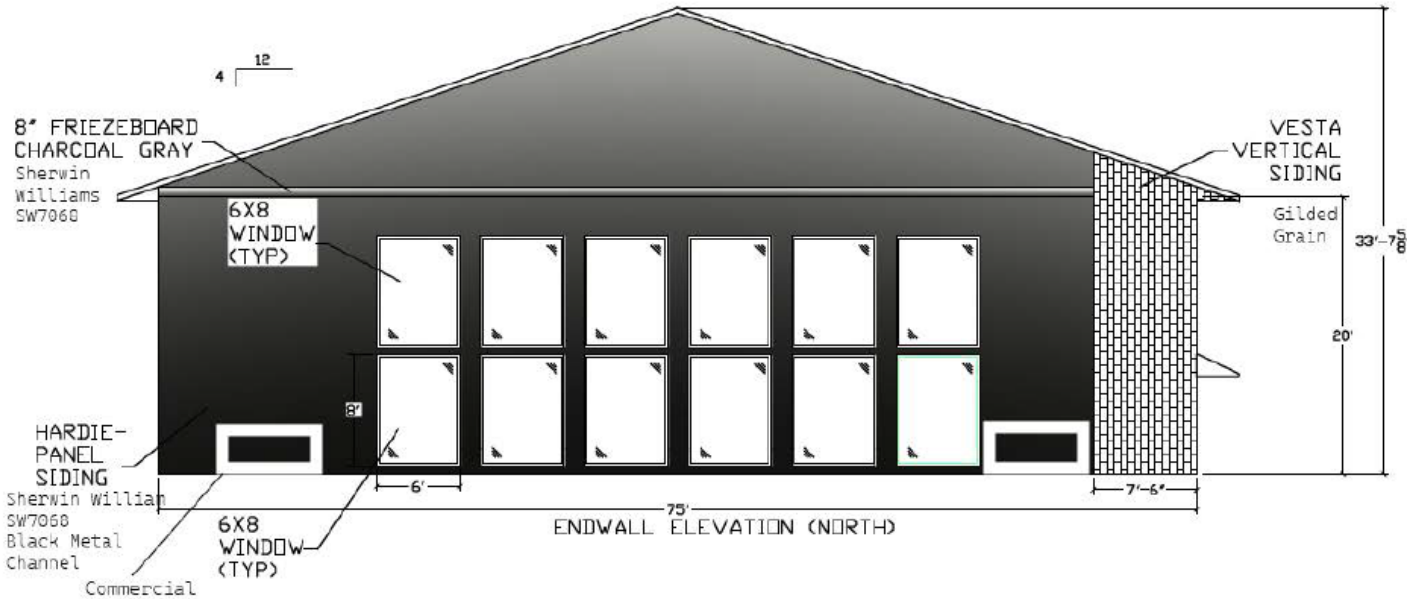
The building will consist of Hardie panel systems, architectural vertical siding with wood-look and metal paneling. The front of the building will have large storefront glazing. The west side of the building will have two overheads doors facing internal to the site.

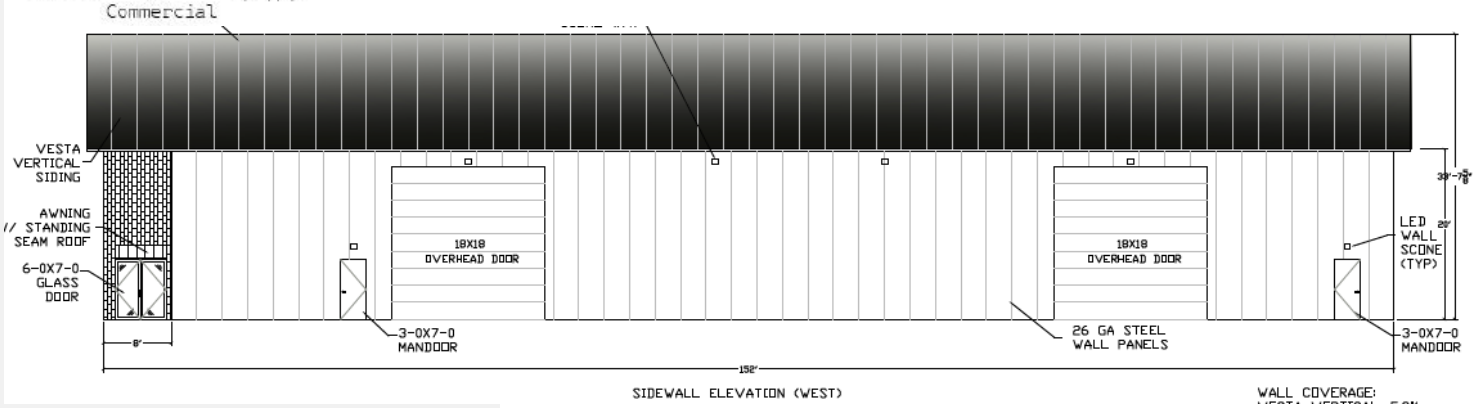
LIGHTING

Wall-mounted lighting will be provided on the west side of the building.









Conclusion

STAFF RECOMMENDATION

Staff recommends approval of the TMJ Roofing Phase 2 Site Plan Amendment, subject to remaining staff comments.

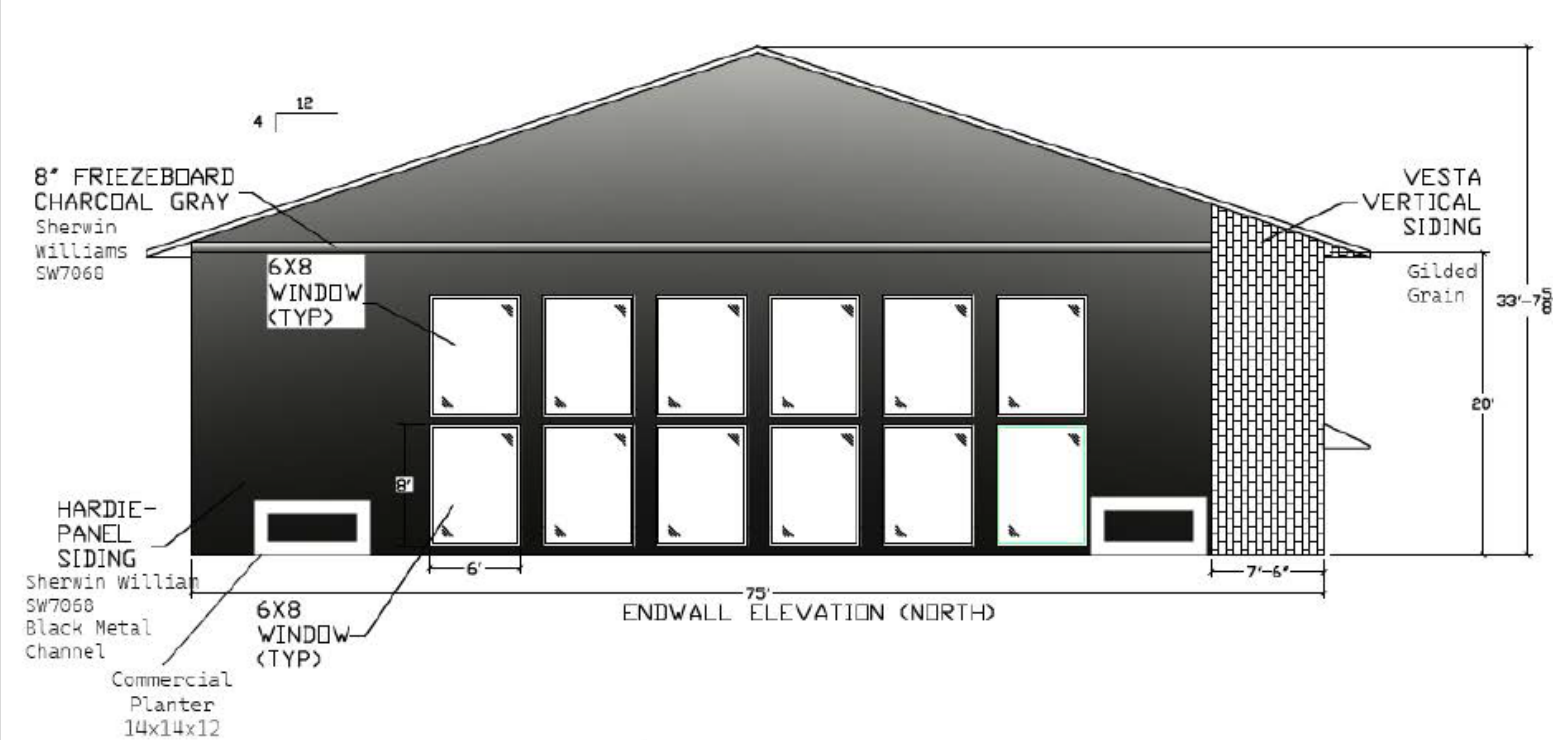
Conclusion

Construct a new 11,400 sf building for storage.

The building will consist of Hardie panel systems, architectural vertical siding with wood-look and metal paneling.

Adding eight parking spaces.

Water service and fire suppression system will be provided.



CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~October 30, 2024~~
~~November 1, 2024~~
~~December 3, 2024~~
~~December 31, 2024~~
~~January 29, 2025~~
~~February 19, 2025~~
~~February 26, 2025~~
February 27, 2025

TMJ Roofing
Attn: Kirsten Overton
2120 SE 44th Ct
Grimes, IA 50111

RE: TMJ Roofing Building Addition Site Plan Amendment

Dear Kirsten:

The Development Services Department is in receipt of a proposed Site Plan Amendment for the TMJ Roofing Building Addition. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Please provide $2000 site plan review fee.~~

2. ~~Please provide signed site plan application.~~

3. ~~Observation fee template will be provided with the final review comments~~

4. CAD files to be provided with the final plan set.

5. ~~P&Z and Council approval is required for the new building. Below are the tentative meeting dates.~~

6. ~~A separate building permit submittal is required for the building. The building permit can be reviewed concurrently with the site plan. However, any changes through the site plan review process would need to be reflected on the building permit submittal. The building permit would be issued after Council approval of the site plan.~~

7. ~~What is the proposed use of the building?~~

8. ~~The SWPPP will need to be updated with the following:~~

   a. ~~Signed certification statements from the owner and all contractors/sub contractors performing work on site.~~
   b. ~~Update the CN (Runoff coefficient number) because more impervious area is being added to the site.~~
   c. ~~Update the site map to include the footprint of the new building and any additional paving.~~

Site Plan:

1. ~~Provide a site plan for the Phase 2 improvements (building, paving, and storm, etc.). Our thought is that the Phase 1 site plan could be altered to show the Phase 2 improvements to be constructed and show the Phase 1 improvements grayed out as existing.~~

2. ~~Update the building footprint on the site plan. Update to 152' to match the building design.~~

3. ~~Ensure the downspout locations and downspout drain connections are coordinated with the building design. Staff would recommend connecting the downspouts on the west side of the building to storm sewer so water does not freeze in front of the man doors and overhead doors.~~

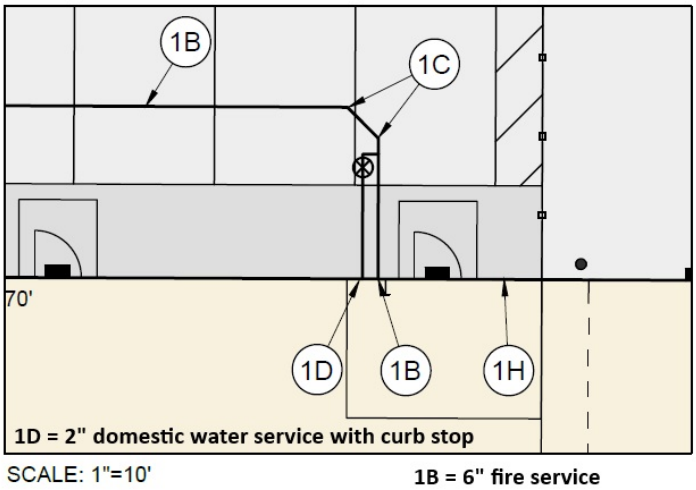
4. ~~Label frost-protected stoops at personnel doors. Ensure door locations do not conflict with parking spaces. Provide required clearance from parking.~~

5. ~~Provide water and sanitary services to the building. Restrooms are required in the building. Please label on the site plan. Show as new, not existing. The water and sanitary service are shown as existing. Please label the size of both service lines.~~

6. ~~Staff is verifying with the fire department any hydrant coverage requirements for the new building. Any comments will be provided asap. A hydrant will be required to be extended into the site to provide hydrant coverage for the new building. Please show the location on the site plan. Please label the length of the new water line.~~

7. If a sprinkler system is required, a separate fire service water line and fire department connection (FDC) will be required. Do you know what type of construction is

proposed for the building? Based on the square footage and type V-B construction, a fire suppression system is required. Please provide the fire service line and FDC location on the site plan. FDCs are required to be within 100' of a hydrant. Below is an example detail for the fire and domestic water service split with curb stop. Please label the location of the FDC. Not required as long as the building is S-2 occupancy. The threshold for sprinkler with type V-B construction is 13,500sf.



~~8. Label knox box location on the building.~~

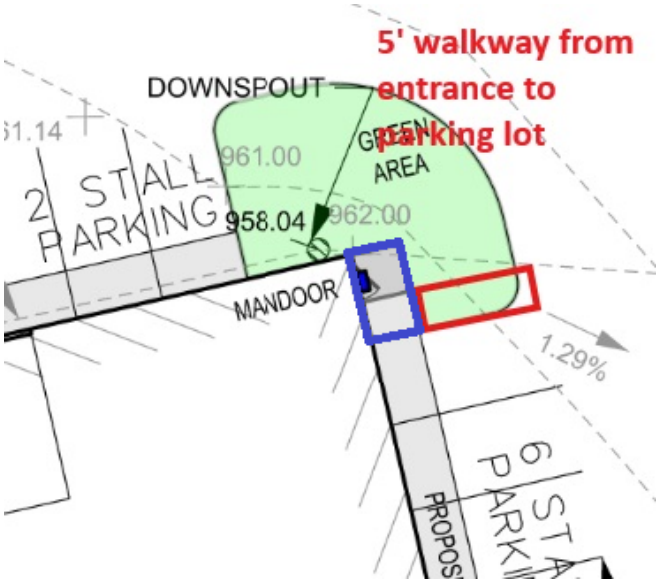
9. Update Note 1 on Sheet C2 to "Tap **6"** diameter service", instead of 4". Not required as long as the building is S-2 occupancy. The threshold for sprinkler with type V-B construction is 13,500sf.

10. Update the front entrance man door and stoop to the west side of the building to match the building.

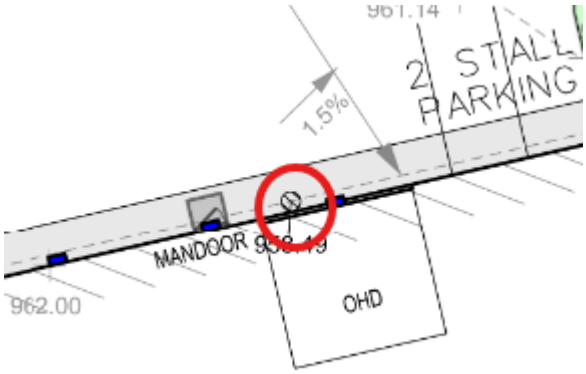
11. Adjust parking and landscape island as needed to accommodate relocated front door location.

12. Provide minimum 5' walkway between the front entrance and the parking stalls on the west side of the building. Relocate downspout away from front entrance.

13. If the pavement in blue remains, provide 5’ walkway to the parking lot.



14. Confirm that the new building design and downspout locations are coordinated on the buildings plans and site plan. A downspout is shown in front of the overhead door as well.



Architecture:

1. ~~Please provide color drawing of the proposed building with elevations of all four sides of the building.~~

2. ~~Label the cardinal direction of each building elevation.~~

3. ~~Provide material descriptions and specific colors of all exterior building materials. Label color of the metal panel.~~

4. ~~Provide building material percentages on all four sides of the building. A minimum of 75% of the front building face and 10' along the adjacent sides, excluding glass, are required to consist of primary material. Primary material is considered earthtone-colored brick, architectural concrete panels, textured concrete block, marble or stone panels.~~

5. ~~For the two sides adjacent to the front building face, a minimum of 25% of the first 30' is required to consist of primary material. Demonstrate that the building meets this requirement by providing a calculation. It appears the design does meet but please provide the calculation to confirm.~~

6. ~~The proposed steel siding can be provided for the remaining 25% of the front building face and 10' along the adjacent sides, excluding glass. It can also be provided on the remainder of the building (sides and rear).~~

7. ~~Provide and label 5 design elements demonstrated on the building. See 12-11-1.24.A.2.b.ii. for the list of design elements. Please label and/or list the 5 elements provided on the elevation drawings per Section 12-11-1.24.A.2.b.ii. Five elements must be demonstrated on the building. It appears additional elements are required on~~

~~the building. https://online.encodeplus.com/regs/grimes-ia/doc-viewer.aspx#secid-3260~~

8. ~~A minimum of 20% glass/glaze is required along the front facing the public street.~~

9. ~~Are lights proposed on the building faces? Please label locations and provide the lighting specs for the fixtures. Lighting is required to be shaded/hooded to direct light down and hide light sources. Is there an option to add a shade/hood to the proposed lights? If so, would you please provide the spec for the shade/hood? Otherwise, please provide the spec for a different light fixture with a shade/hood. Something similar to the image below.~~

10. ~~Staff would recommend providing some of the wood-look material on the north elevation similar to the first proposal to tie in with the existing building. If the wood-look material is added, please update the material percentages accordingly. Windows and doors do not count toward the material percentage. For example, the current design would be 100% Hardie panel without counting the windows. The rendering provided shows the wood-look material but it is not shown on the building elevation. Is the wood-look material planned to be provided on the building? If so, please update the elevation drawings to include the wood-look material.~~

11. ~~Please provide the updated hand drawn building elevations with details noted in my 2-25-25 email.~~

Building Permit:

~~Below are initial comments for the building permit submittal.~~

1. ~~A life safety plan drawn by an architect showing the exit travel distance, fire extinguisher locations, emergency lighting, exit signs, and egress doors is required with the building permit submittal.~~

2. ~~Provide a code ledger showing what building code the building is constructed to, the occupancy classification, the construction type of the building, and the type of use of the building. This is also usually provided by an architect.~~

3. ~~Sprinkler requirements will be determined based on occupancy type and type of construction.~~

4. ~~If there is going to be racking within the building, a racking plan along with a list of commodities would need to be provided with the building permit.~~

5. ~~Will vehicles be stored within the building?~~

6. ~~A restroom will be required within the building.~~

7. ~~Frost protected footings are required for personnel doors.~~

8. ~~Additional comments will be provided through the official building permit review.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	March 6, 2025 **(1 PDF of Site plan with Elevation Plan included)**
PLANNING & ZONING:	March 4, 2025 at 5:30
COUNCIL MEETING:	March 4, 2025 at 5:30

Please feel free to contact me at emartin@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Evann Martin
Senior Planner

TMJ ROOFING - PHASE 2

MINOR SITE PLAN

CITY OF GRIMES

POLK COUNTY, IOWA

PROJECT NO. 23037

City of Grimes Standard Notes for Site Plans:

1. General Notes:
   a. All work shall be done in accordance with the current version of the Iowa Statewide Urban Design and Specifications (SUDAS) for Public Improvements on the date of approval and the City of Grimes Supplemental Specifications.
   b. A preconstruction meeting is required prior to the start of construction. The contractor shall be responsible to coordinate this meeting. Contact the City of Grimes Building Division (515.986.4050).
   c. All permits (IDNR, NPDES, IDOT, Army Corp., etc.) shall be obtained prior to the start of construction.
   d. Provide the City of Grimes with record drawings (as-builts) of all improvements and easements as per City commercial as-built policy.
   e. The record drawings should include a certified grading sheet and as-built plans of all stormwater management facilities on site with a certification statement signed by the design engineer indicating that the facilities were constructed as designed.
   f. Record drawings to include one electronic file in .dwg and .pdf file extensions.
   g. Typical building service layout to reflect the City's service order from left to right facing the lot sanitary, water, sump. Mark the ends of services with a steel fence post and paint green for sanitary, blue for water, and white for storm. Mark the ends of sanitary and sump with a 2 x 4 from end of pipe to 2' above grade.
   h. A Knox box is required by the fire department.
   i. All site lighting shall not spill onto adjacent properties or rights-of-way.
   j. Provide a 4-year maintenance bond for all public improvements (utility, paving, subgrade) with an itemized cost breakdown.
   k. The contractor shall be responsible for locating all newly constructed public and private utilities associated with the project at their expense until the City accepts the project through the Grimes City Council.
2. Sanitary Sewer Notes:
   a. The contractor is required to place a temporary plug in the existing downstream sanitary sewer manhole prior to the start of construction. The contractor shall remove the plug following approval of construction by the City of Grimes.
   b. Sanitary gravity pipe material shall be PVC SDR 26 or Truss (8"to 15").
   c. Sanitary gravity service pipe material shall be PVC SDR 23.5 (4"to 6").
   d. All sanitary sewer manholes shall have steps.
   e. All sanitary sewer manholes castings shall be sealed with heat shrink sleeves.
   f. All sanitary sewer manhole castings located within pavement shall be Type B:PCC W/adjusting mechanism.
   g. Sanitary sewer cleaning & televising shall be completed prior to paving. Run sufficient dyed water through pipe prior to televising. Provide the video and inspection report to the City Engineering Division.
3. Water Main Notes:
   a. All fire hydrants shall be American Flow Control-Waterous Pacer WB-67-250, Mueller Super Centurion 250 (3-way A-423), or Clow Medallion F-2545. All hydrants shall have the following: 6"MJ Shoe, 2-1/2"Hose Nozzle, 4-1/2"Steamer Nozzle, NST Threads, Pentagon Operating Nut, Chain on cap, open left, 5-1/2' bury, and factory painted red. The minimum spool pipe length from auxiliary valve to hydrant shoe shall be 2.0'.
   b. All hydrants will immediately be covered with a black plastic bag (or equivalent) once the hydrant is installed. The City of Grimes will notify the contractor when the bags can be removed.
   c. A tracer wire receptacle shall be installed at each hydrant, AA Manufacturing Tracer Wire Receptacle Model TW-18-2.
   d. All valves shall be resilient wedge gate valves.
   e. Water service shall be 1-inch minimum type K copper.
   f. The City of Grimes shall do the filling of the water main.
   g. New water main shall be pressure tested and chlorinated by the contractor. The bacteria test and submittal of test to lab shall be done by the contractor and results provided to the City of Grimes Engineering Division. All tests and sampling to be witnessed by the City Engineering Division. If the test does not pass, the contractor will be required to pay for all the water used to repeat the test.
   h. All watermain fittings to be restrained joint, Mega-lug or approved equal.
   i. All dead-end water mains to have temporary blowoff hydrants.
4. Storm Sewer Notes:
   a. All storm sewer in the ROW shall be RCP, unless otherwise approved by the City.
   b. All flared end sections shall have footings and apron grates. The last 3 pipe sections and the flared end section on all storm sewers shall be tied. All storm sewer joints shall be wrapped with engineering fabric unless otherwise directed.
   c. The contractor is responsible for repairing any field tile damaged during construction. The tile should be directed to public storm sewer if possible. The contractor shall record the elevation and location of all tiles and include on record drawings.
   d. Public storm sewer cleaning & televising shall be completed prior to paving. Run sufficient dyed water through pipe prior to televising. Provide the video and inspection report to the City Engineering Division.
   e. Use O'ring gaskets on storm sewers crossing over watermain per IDNR requirement.

NOTES:

1. Utility warning:
   The utilities shown have been located from field survey information and / or Records obtained. The surveyor makes no guarantee that the utilities shown Comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the Exact location indicated. Verify location of all utilities before construction.
2. Length of utilities shown on plans are dimensioned from center of structure To center of structure for sanitary and inside wall to inside wall for storm sewer.
3. All traffic control shall be provided in accordance with requirements Set forth in the manual on uniform traffic control devices (mutcd) When construction activities obstruct portions of the roadway, flaggers Shall be provided. Flaggers shall conform to the mutcd in appearance, Equipment and method.
4. Notify engineer and city of grimes at least 48 hours prior to beginning work.
5. Backfill with suitable material and compact to 95% minimum density per sudas.
6. Adjustment of existing utility appurtenances to final grade is considered incidental to the site work.
7. Dimensions, building location, utilities and grading of this site are based on information available at the time of Layout. Deviations may be necessary in the field, any such changes or conflicts between this plan and held Conditions are to be reported to the architect/engineer prior to starting construction.
8. The site contractor shall be responsible for verification of all dimensions prior to starting work.

LEGAL DESCRIPTION (BOOK 19010 PAGE 588-589):

LOT SIX (6) IN CAPITOL CITY PARK PLAT NO. 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, IOWA

SITE CONTAINS 1.982 ACRES

PROJECT BENCHMARK:		
	WGS 84 DATUM- GE01D 12A	
	IOWA STATE PLANE SOUTH	
12/16/2024	NEW DIMENSION 152x75	
02/18/2025	BULDING DETAILS	
02/27/2025	UTILITIES INFORMATION	
DATE	REVISION	BY

OWNER & DEVELOPER:
EIGHTY VIEW LLC
2120 SE 44TH CT
GRIMES, IA 50111

OWNER'S CONTACT:
RYAN ROSS
2120 SE 44TH CT
GRIMES, IA 50111

ENGINEER/SURVEYOR:
MARK L. LEE
LEE CHAMBERLIN
CONSULTANT ENGINEERS
10430 NEW YORK AVE, STE C
URBANDALE, IA 50322-3773
Tele: (515) 669-4188

SITE ADDRESS:
2120 SE 44TH CT
GRIMES, IA 50111

INDEX OF PAGES

PAGE NO.	DESCRIPTION
C.1.	COVER SHEET
C.2.	SITE PLAN & GRADING PLAN
C.3.	UTILITIES INFORMATION

Utility Coordination

The Contractor is responsible to coordinate construction with the following utilities known to have services in the area:

Centurylink: Contact Jeremy Levien at 515-370-5627

Black Hills Energy: Contact Joe McAreavy at 515-343-2030

MidAmerican Energy (MEC): Contact Dustin Wedlund at 515-262-6565

Water & Sewer: City of Grimes, Contact Kevin Hensly (515)-514-1035

Aureon: Contact Matt Weiser at 515-830-0497

Verizon: Contact Jim Powers at 515-380-2208

Windstream: Contact Dave Harris at 515-297-8391

Thorpe Water: Contact Tom Thorpe at 515-289-2345

GENERAL NOTES:

1. ALL PUBLIC IMPROVEMENTS CONSTRUCTION MUST CONFORM TO THE CONSTRUCTION REQUIREMENTS OF THE CURRENT VERSION OF SUDAS AND THE CITY OF GRIMES SUPPLEMENTAL SPECIFICATIONS. THE CITY OF GRIMES IS RESPONSIBLE FOR PROVIDING CONSTRUCTION INSPECTION OF ALL PUBLIC IMPROVEMENTS.

2. ALL UTILITY CONTRACTORS/OWNERS SHALL BE RESPONSIBLE TO PROVIDE LEE CHAMBERLIN CONSULTANT ENGINEERS WITH "AS BUILT" DRAWINGS SHOWING THE LOCATION OF PUBLIC FACILITIES AS CONSTRUCTED. LEE CHAMBERLIN CONSULTANT ENGINEERS SHALL PROVIDE TO THE CITY OF GRIMES CERTIFIED "AS BUILT"DRAWINGS, INCLUDING DETENTION BASINS VERIFYING STORAGE REQUIRMENTSARE PER PLAN.

3. ALL AREAS WITHIN THE RIGHT-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE SEEDED, FERTILIZED AND MULCHED IN ACCORDANCE WITH SUDAS AND THE CITY OF GRIMES STANDARD SPECIFICATIONS. IF CONSTRUCTION CANNOT BE COMPLETED BEFORE THE END OF THE NORMAL SEEDING PERIOD, TEMPORARY SEEDING WILL BE REQUIRED IN THE INTERIM.

4. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IF SAID PERMITS ARE REQUIRED AS A PART OF THIS PROJECT.

5. ANY FIELD TILES ENCOUNTERED DURING EXCAVATION SHALL BE TIED INTO THE PROPOSED PAVEMENT SUBDRAIN SYSTEM OR THE PROPOSED STORM SEWER SYSTEM.

6. THE POST DEVELOPMENT RUN-OFF WILL NOT ADVERSELY AFFECT THE DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.

7. ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED DURING THE CONSTRUCTION SHALL BE RESTORED OR REROUTED BY THE PROPERTY OWNER/CONTRACTOR.

8. ALL DETENTION AREAS IN MULTI-FAMILY LOTS SHALL BE MAINTAINED BY THE CONDOMINIUM OWNERS ASSOCIATION PER THE CITY OF GRIMES REGULATIONS.

9. THE OWNER OF ANY PARCEL(S) WHO SHALL GRADE, FILL, CONSTRUCT OR OTHERWISE ALTER THE EXISTING STORM WATER RUN-OFF RATES, VELOCITIES, VOLUMES, OR DRAINAGE PATTERNS, SHALL BE RESPONSIBLE FOR PROVIDING TO THE CITY OF GRIMES, CALCULATIONS FROM A LICENSED ENGINEER IN THE STATE OF IOWA SHOWING THE WATER COURSES, CHANNELS OR CONDUITS DO NOT IMPEDE THE STORM WATER RUN-OFF FLOWS. A LICENSED ENGINEER MUST ALSO DESIGN THE CULVERTS NEEDED TO CROSS THE DRAINAGE EASEMENTS.

10. ALL SIDEWALKS SHALL BE 6' WIDE. SIDEWALKS RAMPS SHALL BE INSTALLED AT THE TIME OF SUBDIVISION DEVELOPMENT

11. A GEOTECHNICAL REPORTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

12. THE OWNER IS RESPONSIBLE FOR MAINTENANCE OF DRAINAGE SWALES LOCATED IN OVERLAND FLOWAGE EASEMENTS AS COVERED IN THE COVENANTS.

13. A CERTIFIED AS-BUILT SURVEY AND A POST-CONSTRUCTION MAINTENANCE AGREEMENT WILL BE REQUIRED FOR THE PROPOSED DETENTION BASINS IN ACCORDANCE WITH THE CITY OF GRIMES POST CONSTRUCTION ORDINANCE.

14. DETENTION BASIN AND SWALE ASBUILTS SHALL BE PROVIDED PER ZONING ORDINANCE PRIOR TO PROJECT ACCEPTANCE. PROVIDE SCOUR PROTECTION FOR ALL FES OUTLETS. ALL THE DETENTION PONDS TO BE CONSTRUCTED AT THE SAME TIME.

15. ALL CRITICAL CROSSINGS OF THE WATERMAIN AND SEWER (SANITARY AND STORM) MUST FOLLOW THE REQUIREMENTS OF THE CURRENT VERSION OF SUDAS, DIVISION 5- WATERMAINS AND APPURTENANCES, 3.06 CONFLICTS (2023)

16. FUTURE BUILDINGS AND SITE PLAN WILL REQUIRE P&Z AND CITY COUNCIL APPROVAL.

17. TEMPORARY DUMPSTER DIMENSIONS: 22Fx7.5FTx6FT VOLUME 30 CUBIC YARDS LOCATED ON SITE.

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com
811 Know what's below. Call before you dig.

ZONING CLASSIFICATION:

- M-1A COMMERCIAL AND LIMITED LIGHT INDUSTRIAL DISTRICT

- HIGHWAY 141 MIXED USE DEVELOPMENT CORRIDOR DISTRICT ZONE 2

BUILDING SETBACKS

FY= 25 FEET
RY= 25 FEET
SY= NONE REQUIERED
MAXIMUM HEIGHT: 50 FEET

ESTIMATED CONSTRUCTION SCHEDULE

PHASE 2 GRADING, PAVING AND BUILDING
APRIL-AUGUST 2025

PROPOSED USE:
WHOLESALE STORAGE AND WAREHOUSE

OPEN SPACE REQUIRED (10%) = 0.1982 ACRES

GREEN AREAS:

EXISTING HARD SURFACE 0.336 (17%)
PROPOSED HARD SURFACE: 1.01(51%)
GREEN SPACE: 0.636 (32%)

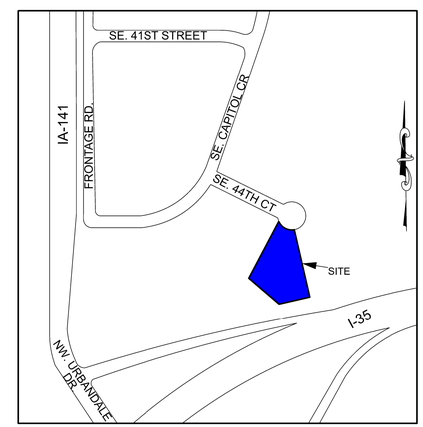
PARKING REQUERIMENTS:
4053 S.F.
OFFICE PARKING
30X40=1200 S.F. OFFICE
REQUIRED PARKING STALLS: 6
WAREHOUSE PARKING
70X40=2800 S.F. WAREHOUSE
REQUIRED PARKING STALLS: 2
12 EMPLOYEES
REQUIRED PARKING STALLS: 6
TOTAL REQUIRED SPACES=6+8=14 SPACES
- PARKING STALLS PROVIDED: 15
- HANDICAP STALLS REQUIRED: 1

APPROVED BY:

PLANNING & ZONING COMMISSION CHAIRMAN — DATE

LEGEND

	SECTION CORNER FOUND		DECIDUOUS TREE (EXISTING)
	SECTION CORNER SET		DECIDUOUS TREE (REQUIRED)
	PROPERTY PIN FOUND		CONIFERUOUS TREE (EXISTING)
	PROPERTY PIN SET		CONIFERUOUS TREE (REQUIRED)
	GPS MONUMENT		SHRUB (EXISTING)
	BENCHMARK		SHRUB (REQUIRED)
	MONUMENT		TREE REMOVAL REQUIRED
	SOIL BORING		STUMP
	TEST WELL	1004.00	PROPOSED PAVEMENT ELEVATION
	MONITORING WELL		GRADE FLOW ARROW
	SANITARY SEWER MANHOLE		PIPE FLOW ARROW
	SANITARY CLEANOUT	100	EXISTING CONTOURS
	SEPTIC TANK	100	PROPOSED CONTOURS
	CISTERN		PROPERTY LINE
	LIFT STATION		CENTERLINE OF ROADWAY
	STORM SEWER MANHOLE		RIGHT-OF-WAY
	CURB INTAKE		FENCE LINE
	BEEHIVE INTAKE		CONSTRUCTION LIMITS
	CATCH BASIN	SS	SANITARY SEWER LINE
	FLARED END SECTION	ST	STORM SEWER LINE
	CULVERT	CP	STORM CULVERT PIPE
	WATER MANHOLE	RCP	REINFORCED CONCRETE PIPE
	FIRE HYDRANT	DI	DUCTILE IRON PIPE
	YARD HYDRANT	W	WATER LINE
	WATER VALVE	OP	OVERHEAD ELECTRIC LINE
	POST INDICATOR VALVE	E	UNDERGROUND ELECTRIC LINE
	VALVE PIT	T	UNDERGROUND TELEPHONE LINE
	WATER METER	FO	FIBER OPTICS LINE
	PUMP	HG	HIGH PRESSURE GAS LINE
	METER STATION	G	LOW PRESSURE GAS LINE
	PUMP STATION		STEEL LUMINARE
	WATER TANK		WOOD LUMINARE
	WELL		SIGN
	ELECTRIC MANHOLE		MAILBOX
	ELECTRIC BOX		BIN
	TRANSFORMER PAD		PROPANE TANK
	GUY		
	FIBER OPTICS MANHOLE		
	TELEPHONE MANHOLE		
	TELEPHONE PEDESTAL		
	TELEPHONE BOOTH		
	UNKNOWN MANHOLE		
	UTILITY POLE		



VICINITY SKETCH
1:500'

PROFESSIONAL ENGINEER & LAND SURVEYOR
LICENSED
MARK LINDSAY LEE
11582
IOWA

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: Date:
Name: (Printed or typed) MARK L. LEE
License Number 11582
My license renewal date is December 31, 2026.
Pages or sheets covered by this seal: ENTIRE SET

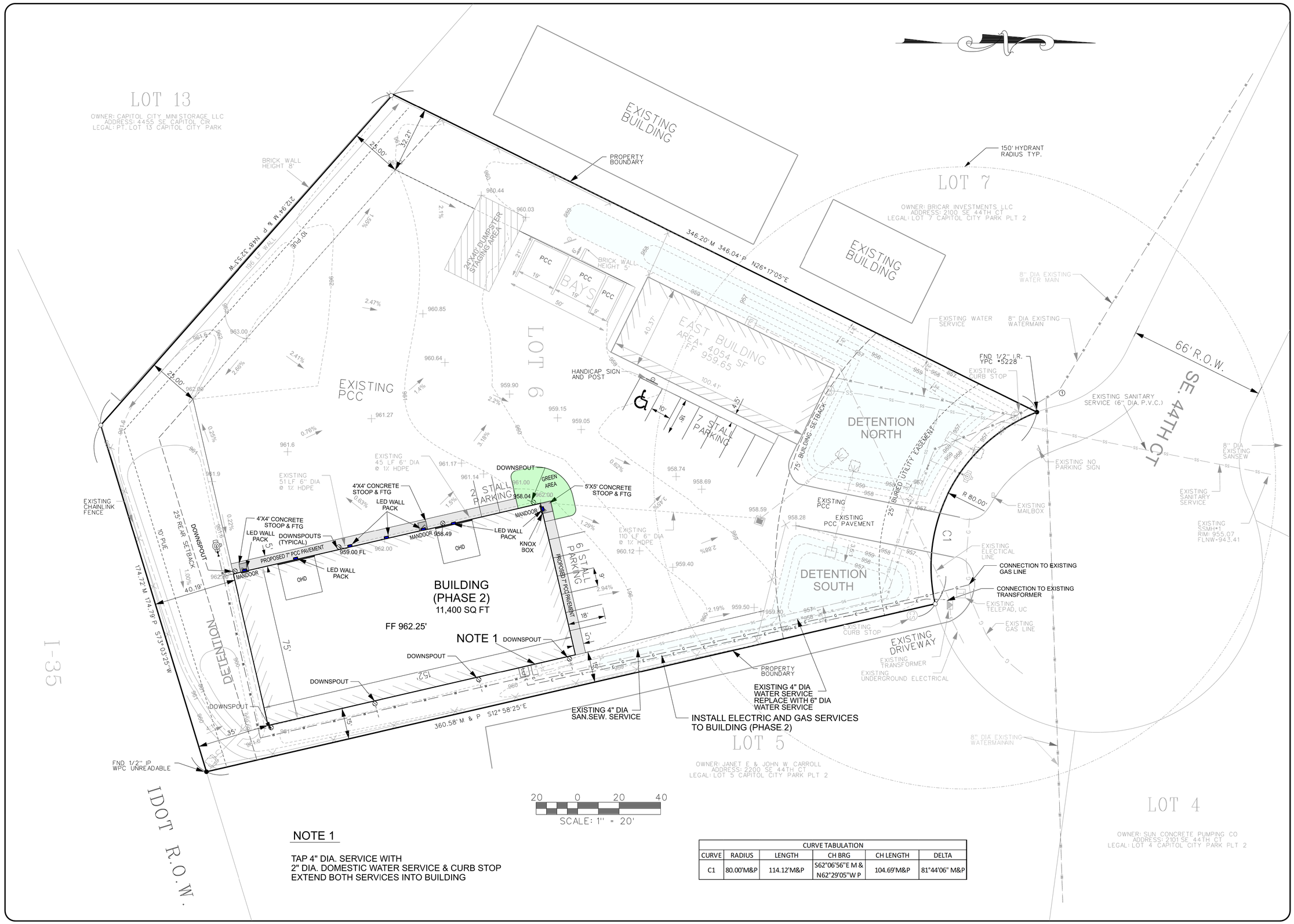
DESIGN START DATE: 10/31/2023
DATE PLOTTED: 06-28-2023
PRELIMINARY FIELD WORK COMPLETED: 06-28-2023
FIELD BOOK NO. 2023-01

TMJ ROOFING - PHASE 2
MINOR SITE PLAN IMPROVEMENTS
GRIMES, POLK COUNTY, IOWA

LEE CHAMBERLIN CONSULTANT ENGINEERS
10430 New York Ave, Ste C
Urbandale, IA 50322-3773
Phone: (515)252-7457
Email:
mlee@leechamberlinengineers.com
Website:
www.leechamberlinengineers.com

DRAWING TITLE:
COVER SHEET

DRAWN BY: NJB
CHECKED BY: JGP
DATE: 02/27/2025
JOB NO. 23037
SHEET C1



NOTE 1

TAP 4" DIA. SERVICE WITH
2" DIA. DOMESTIC WATER SERVICE & CURB STOP
EXTEND BOTH SERVICES INTO BUILDING

CURVE TABULATION					
CURVE	RADIUS	LENGTH	CH BRG	CH LENGTH	DELTA
C1	80.00'M&P	114.12'M&P	S62°06'56"E M & N62°29'05"W P	104.69'M&P	81°44'06" M&P

DESIGN START DATE: 10/31/2023
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Phone: (515)252-7457
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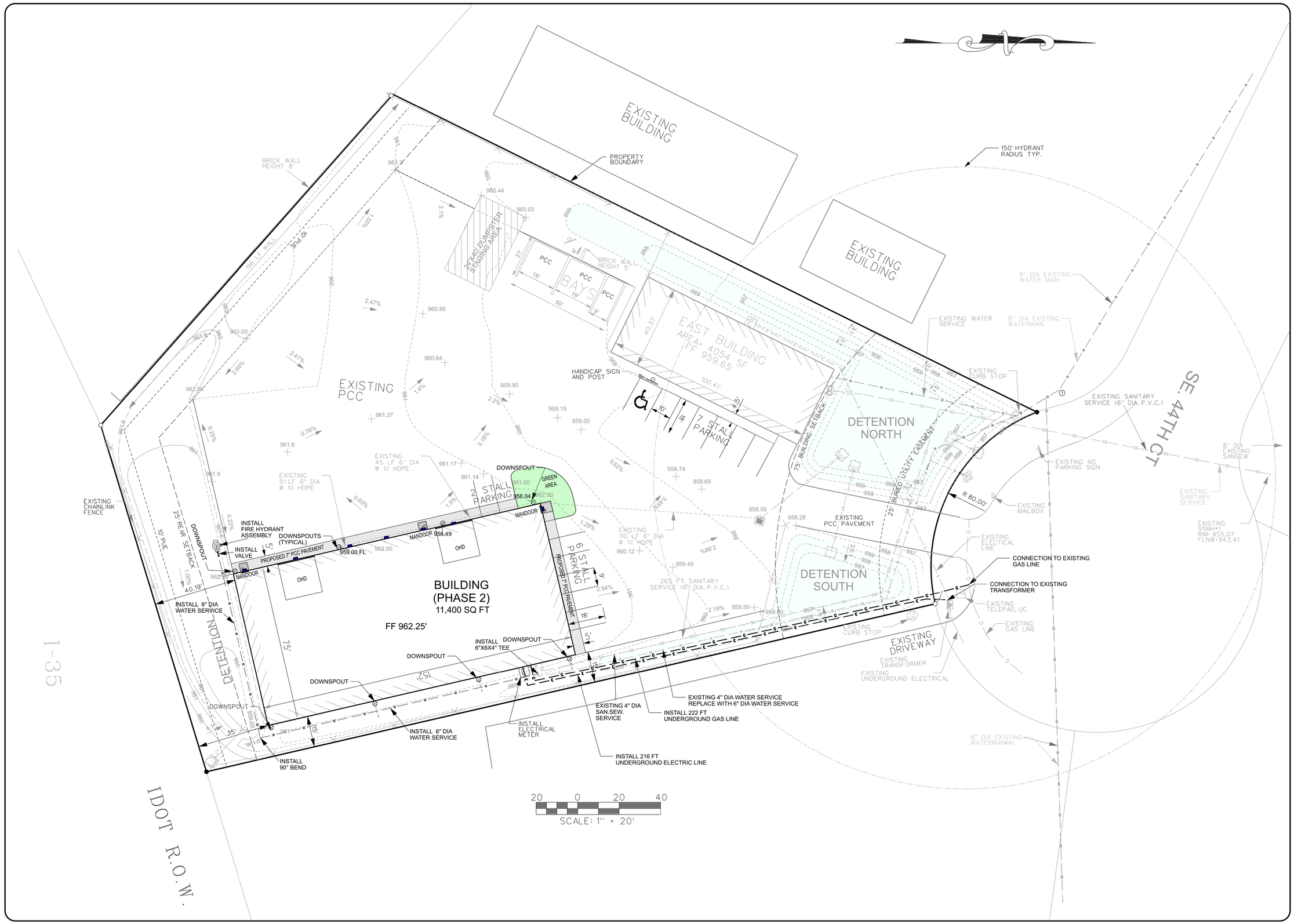
mlee@leechamberlinengineers.com
Website:
www.leechamberlinengineers.com

DRAWING TITLE:
SITE & GRADING PLAN

DRAWN BY: NJB
CHECKED BY: JCP
DATE: 02/27/2025
JOB NO. 23037
SHEET C2



DESIGN START DATE:	10/31/2023
DATE PLOTTED:	06-28-2023
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TMJ ROOFING - PHASE 2
MINOR SITE PLAN IMPROVEMENTS
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mlee@leechamberlinengineers.com
Website:
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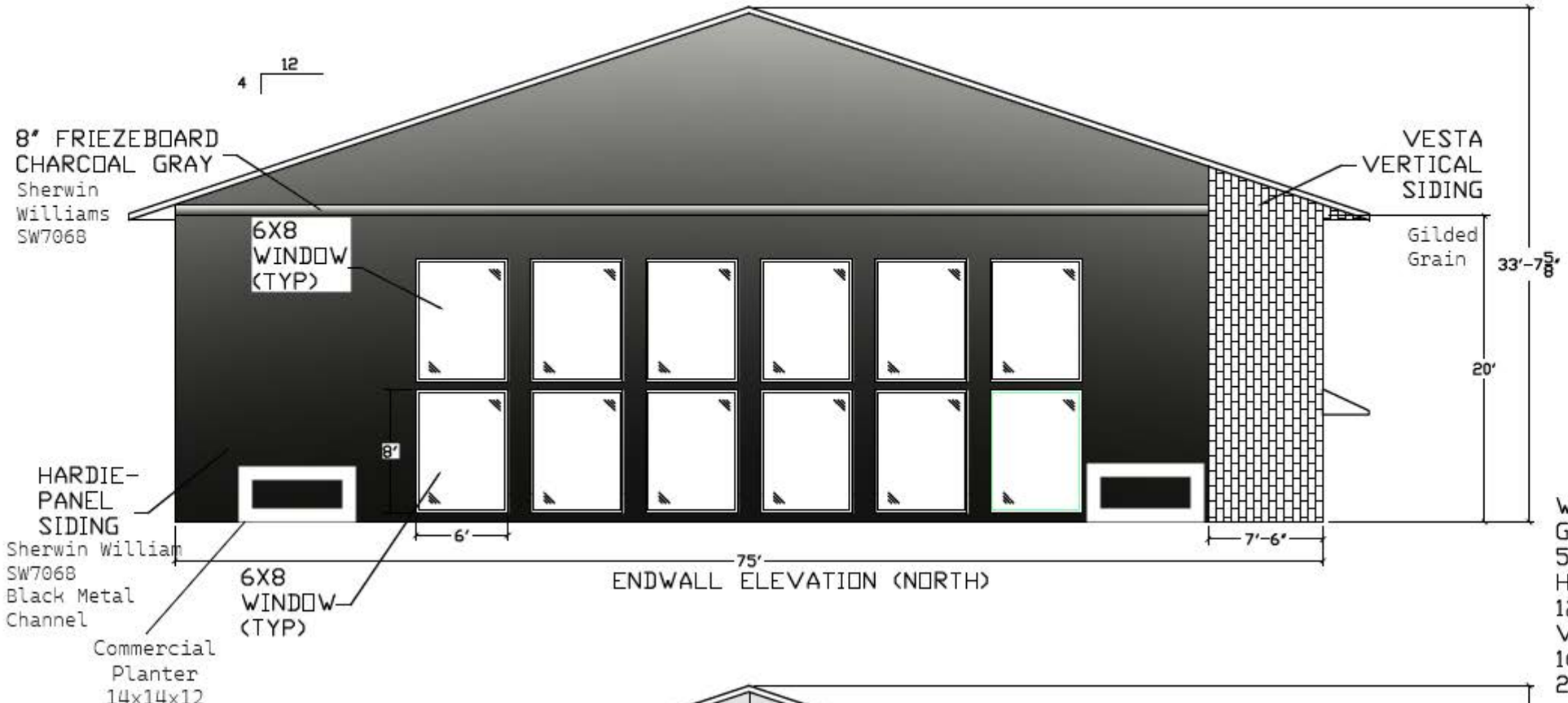
DRAWING TITLE:

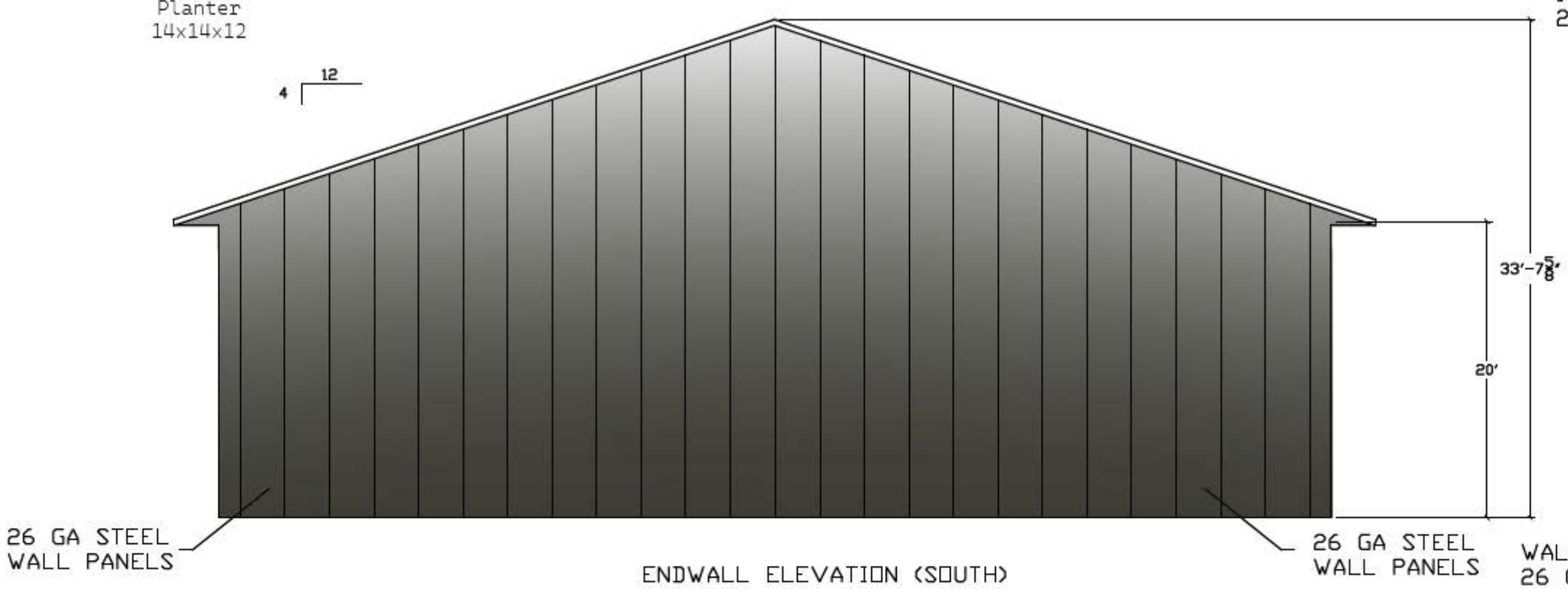
UTILITIES INFORMATION

DRAWN BY:	NJB
CHECKED BY:	JGP
DATE:	02/27/2025
JOB NO.	23037
SHEET	C3



ENDWALL ELEVATION (NORTH)

WALL COVERAGE
GLASS: 28%
576 SQ. FT.
HARDIE-PANEL: 62%
1245 SQ. FT.
VERTICAL SIDING: 8%
168 SQ. FT.
2025 SQ. FT. TOTAL



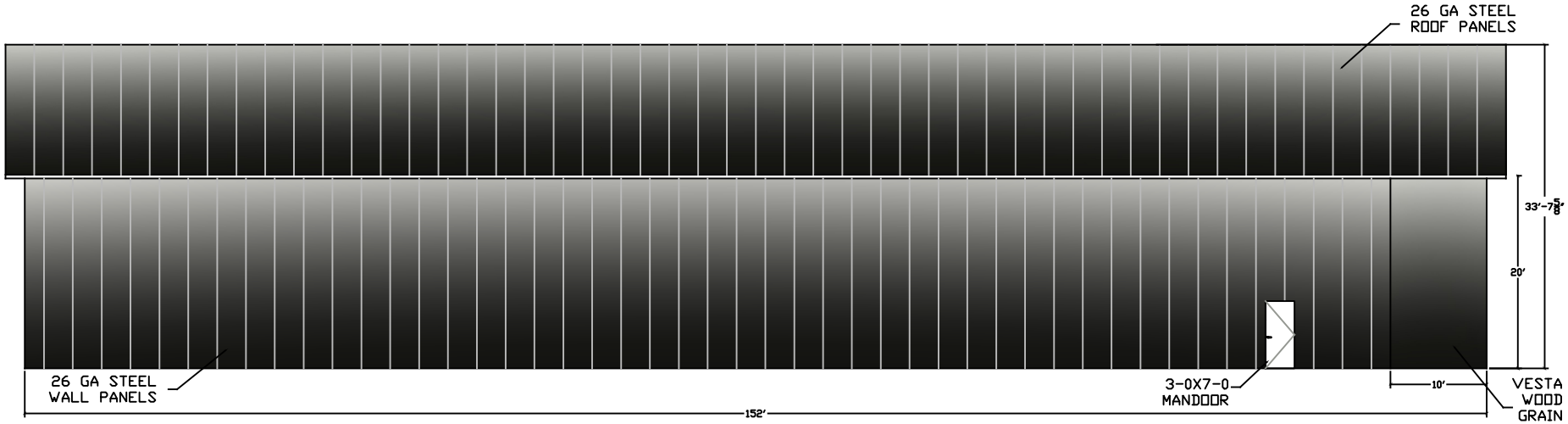
ENDWALL ELEVATION (SOUTH)

WALL COVERAGE:
26 GA STEEL: 100%
2025 SQ. FT.

GREINER BUILDINGS INC.
120 EAST MAIN ST. WASHINGTON, IA

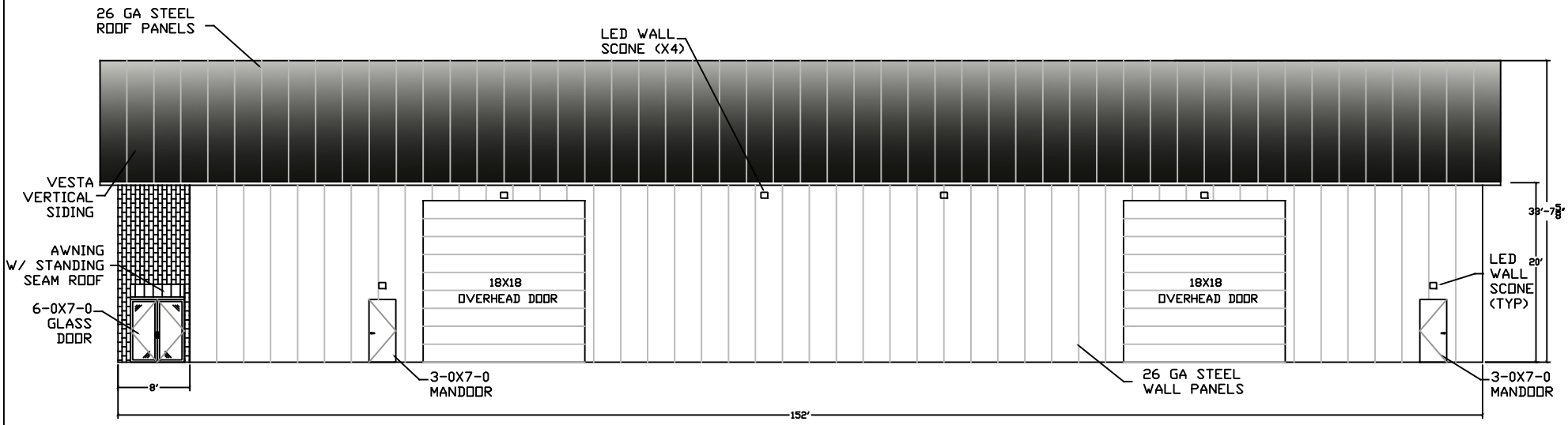
JOB NAME: TMJ **SHEET:** 1 OF 2

DRAWN BY: NOLAN GERBER **DATE:** 2-25-25



SIDEWALL ELEVATION (EAST)

WALL COVERAGE
HARDIE-PANEL: 6.6%
26 GA STEEL: 93.4%
3040 SQ. FT.



SIDEWALL ELEVATION (WEST)

WALL COVERAGE:
VESTA VERTICAL: 5.3%
DOORS: 22.7%
26 GA STEEL: 70.7%
3040 SQ. FT.

GREINER BUILDINGS INC. 120 EAST MAIN ST. WASHINGTON, IA	**JOB NAME:** TMJ	**SHEET:** 2 OF 2
	DRAWN BY: NOLAN GERBER	**DATE:** 2-25-25

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Ordinance 796 Amending Recyclable Materials and Solid Waste Fees

BACKGROUND: On February 11, 2025, the Council held a budget workshop and incorporated new rates to fund the additional charges from Metro Waste Authority for FY2026. The City will continue to fund a portion of the solid waste charges for the first cart per residence. The new utility rates will be effective with bills dated July 1, 2025.

BUDGETARY CONSIDERATIONS: Solid waste and recycling fees to the City will increase by 4 percent. The increase for solid waste will be $.54 per cart, per household, and recycling fees will increase by $.06 per cart, per household.

STRATEGIC PLANNING:
Prioritized: __X__YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities _X___
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: Council held the budget workshop on February 11, 2025. On March 11, 2025, the date for a public hearing and first reading of proposed Ordinance 796 was set for March 25, 2025.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 796.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Kathy Steele
Return to: Marcia Woodke

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

GRIMES ORDINANCE NO. 796

AN ORDINANCE AMENDING FEES CHARGED UNDER GRIMES CODE OF ORDINANCES SECTION 9-15-6(1) FOR COLLECTION OF RECYCLABLE MATERIALS, AND SECTION 9-13-9(1) FOR COLLECTION OF SOLID WASTE EFFECTIVE JULY 1, 2025.

SECTION 1. Purpose. The purpose of this Ordinance is to amend the Grimes Code of Ordinances Sections 9-15-6(1) and 9-13-9(1) to increase fees charged for the recyclable material and solid waste collection services beginning July 1, 2025, in order to account for contractual charge increases under Grimes solid waste and recyclable collection agreement with Metro Waste Authority.

SECTION 2. Amendment. **Grimes Code of Ordinances Sections 9-15-6(1) and 9-13-9(1) relating to collection rates for recyclable and solid waste collection, respectively, shall be stricken and replaced as underlined below:**

9-15-6 Charge for Collection of Recyclable Materials:

1. Charges for Service. The City Council shall establish the individual charge for recycling collection by ordinance. The Finance Director is authorized to collect this recycling charge by including the charge with and as part of the bills sent out to the City's water service customers. These charges shall be billed as follows:

A. An individual monthly charge shall be included with every water bill sent to a customer who occupies a one or two-family residence and owner-occupied multi-family townhomes or condominiums if they are being provided solid waste pickup according to Chapter 9-13 Solid Waste.

B. The monthly charge shall be ~~$4.58~~ $4.64, effective on the bill dated July 1, ~~2024~~ 2025.

9-13-9 Collection Fees:

The collection and disposal of solid waste is a beneficial city service to the property served, or eligible to be served, and there shall be levied and collected fees as follows:

1. Fee. The fee for solid waste collection for each residential premise and for each ~~dwelling of~~ multiple-family dwelling is:

A. ~~$10.51~~ $11.05 per month, which includes one solid waste collection cart effective on the bill dated July 1, ~~2024~~ 2025.

CITY OF GRIMES
101 NE Harvey, Grimes, Iowa 50111
515.986.3036 Fax 515.986.3846

B. ~~$11.54~~ $11.72 per month for each additional solid waste collection cart effective on the bill dated July 1, ~~2024~~ 2025.

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

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

SECTION 5. Effective Date. This ordinance and each of the rate increases shall take effect on the bill dated July 1, ~~2024~~ 2025.

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Ordinance 797 Hope Horizon PUD Rezone

BACKGROUND: The applicant, Hope K Farms, LLC, is requesting approval of a rezone request, and is initiated by the City, for approximately 240 acres generally located at the southwest corner of NW County Line Road and NW Beaverbrooke Blvd from A-1 (Agricultural District) to R-4 (PUD). The PUD proposes five land use categories: single-family residential, medium-density residential, high-density residential, flex medium-density/commercial, and public park. The flex medium-density/commercial is proposed at the intersection of NW County Line Road and NW Beaverbrooke Blvd with high-density residential concentrated along NW County Line Road. A few medium-density residential areas are located throughout the development, including along NW Beaverbrooke Blvd. Most of the remainder of the property is proposed as single-family lots of varying sizes.

Approximately 20.65 acres of total parkland is proposed to be dedicated to the City, which is about 1.44 acres more than the minimum required dedication. Approximately 15.84 acres is proposed to be located north of the DCG High School campus for a future park and 4.83 acres is proposed as greenway with 10' trail along the WRA sewer corridor.

NW Mustang Road is the major collector through the development which is planned to connect from NW Beaverbrooke Blvd and eventually connect to Highway 44, and will run along the high school campus. NW Meadowbrooke Blvd and NW 13th Street will be the minor collector roads through the development to provide additional connections to NW Beaverbrooke Blvd, NW County Line Road, and future neighboring development. The development is responsible for a portion of NW 8th Street along the north side of the high school to provide additional access to the school. A roundabout will be provided at the intersection of NW Mustang Road and NW 13th Street. Trails will also be required along NW Mustang Road, NW 13th Street, NW Meadowbrooke Blvd, and the greenway through the WRA corridor to provide trail network through the development. Right-of way along NW County Line Road and NW Beaverbrooke Blvd will be required to accommodate future 5-lane road construction.

Landscape buffering will be required along NW Beaverbrooke Blvd and NW County Line Road and between land use transitions internal to the development. NW Mustang Road, NW 13th Street, NW Meadowbrooke Blvd will have requirements for street trees along the roadways.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Planning & Zoning Commission recommendation of approval - 03/04/2025

STAFF RECOMMENDATION: Staff recommend approval of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Senior Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by:	Evann Martin, Senior Planner
Return to:	Evann Martin, Senior Planner

Planning & Zoning Staff Report

CITY OF GRIMES

DATE

March 4, 2025

PROJECT NAME

Hope Horizon PUD Rezone

APPLICANT

Hope K Farms, LLC

REQUESTED ACTION

Requesting PUD zoning to allow single-family, medium-density residential, high-density residential, commercial and public park

LOCATION

Generally located at the SW corner of NW County Line Road and SW Beaverbrooke Blvd

ZONING

Current – A-1

Proposed – R-4 (PUD)

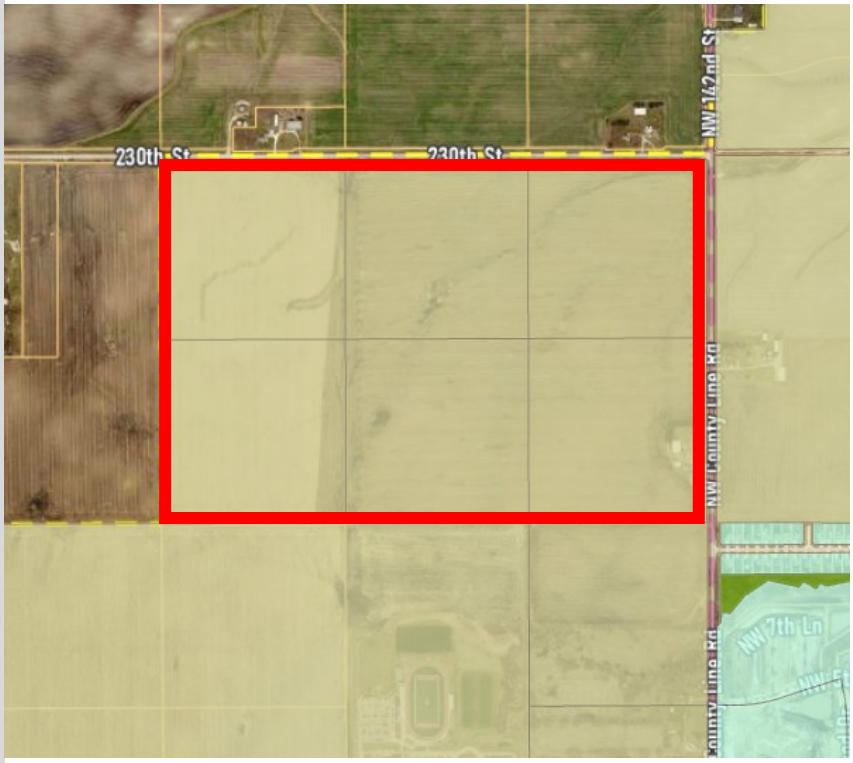
PLANNER

Evann Martin

emartin@grimesiowa.gov

515-986-4050

Location Map



Zoning Map

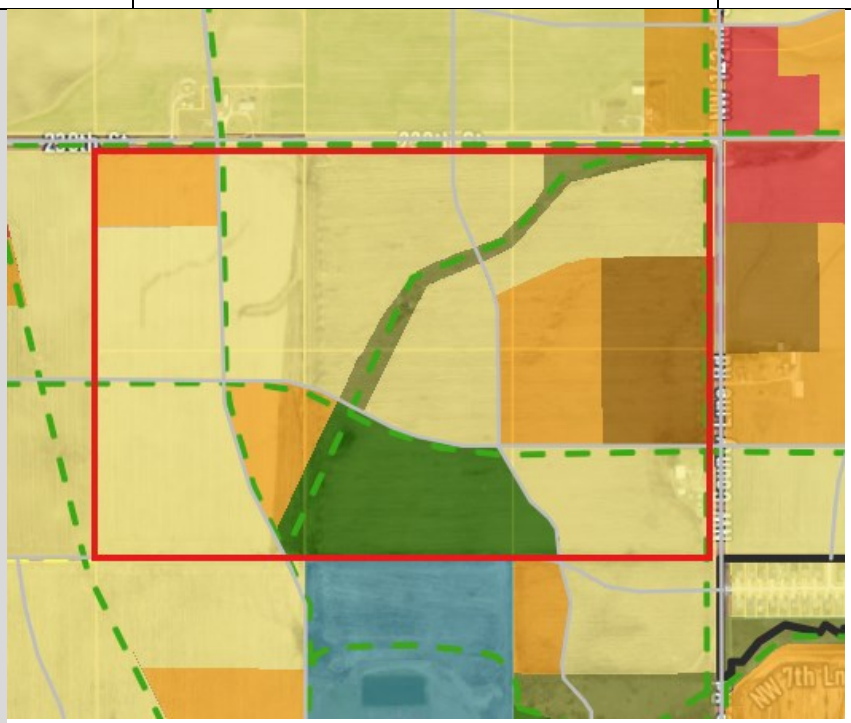
Relation to Comprehensive & Area Plans

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Site	Vacant	Medium-Density, High-Density, and Low-Density Residential, Park, Commercial	A-1
North	Vacant/Farm Estate	N/A (Dallas County)	N/A (Dallas County)
South	Vacant/School	Civic, LDR, MDR	A-1
East	Vacant /Farm Estate	LDR, MDR, HDR, Commercial	A-1
West	Vacant	N/A (Dallas County)	N/A (Dallas County)

PARKS

The Parks & Trail Master Plan shows an approximately 20 acre park at the SW corner of the property with proposed trail along future Mustang Road. The rezone proposal is consistent with the Parks and Trails Master, but has shifted the parkland to be more centralized in the development and abutting the DCG High School site. Additional trails throughout the development are proposed which were not originally anticipated in the Parks & Trails Master Plan but is consistent with the area plan land use efforts.

The rezone proposal plans to dedicate 19.54 acres for parkland consistent with the area plan. A majority of the parkland will be located in a 14.7 acre park just north of the DCG High School and approximately 4.84 acres is proposed to be provided as a greenway trail corridor along the WRA sewer from NW 8th Street to NW Beaverbrooke Blvd.

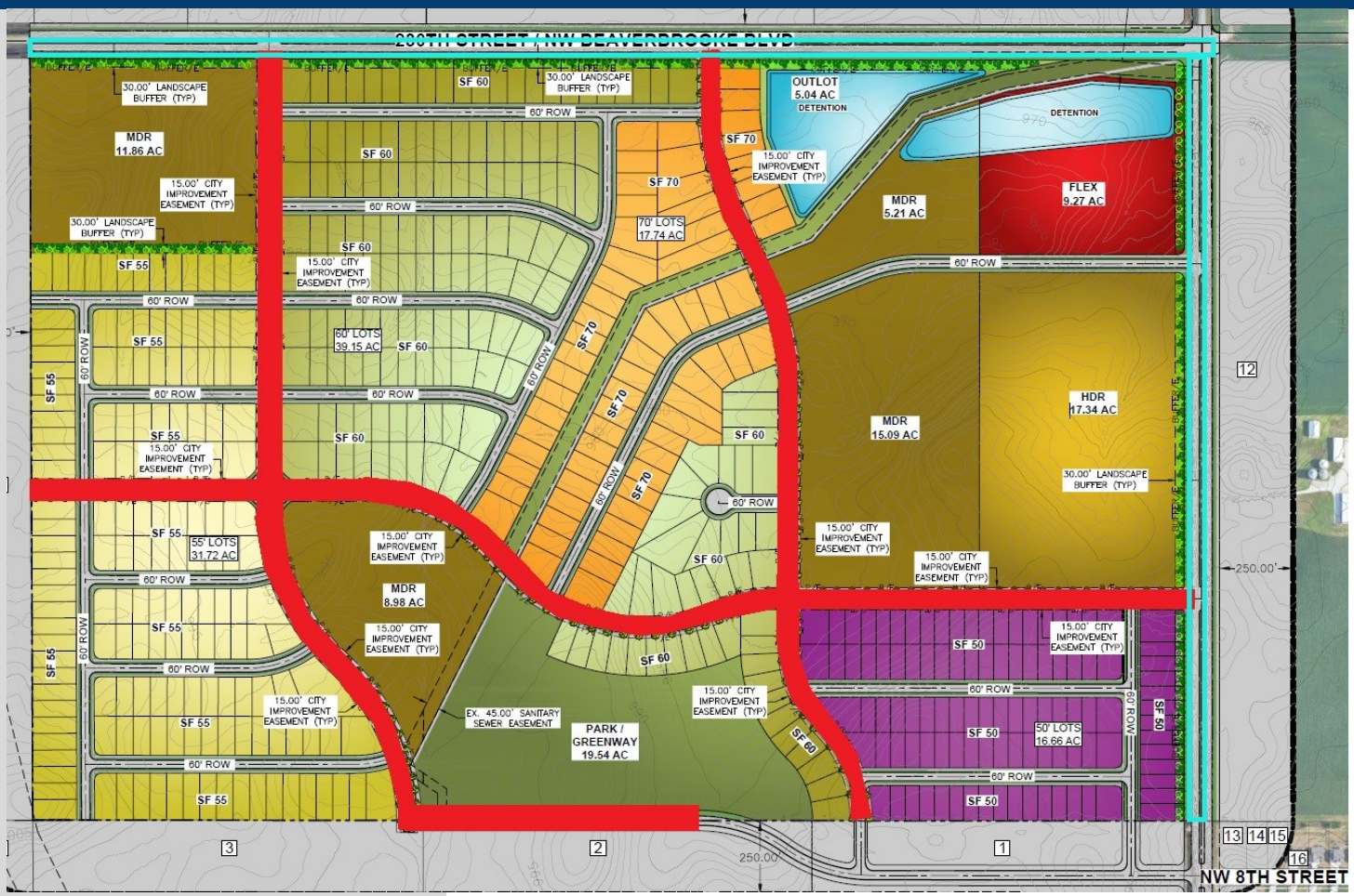


Area Plan Future Land Use

The rezone proposal is consistent with the area plan land use to provide medium-density and high-density residential along NW County Line Road, and single-family for a majority of the balance of the development. Parkland will also be provided consistent with the area plan land use.

The rezone proposal does include an area of flex that could be developed as medium-density residential or commercial along NW County Line Road that is not shown on the land use plan. However, the land use is compatible for the area as it is located near the intersection of NW County Line Road and NW Beaverbrooke Blvd, and does not change the overall character of the development.

Relation to Studies & Legal



RELATION TO STUDIES/PROJECTS

Grimes Street Design Guide

- NW 11th Street Extension
- NW 8th Street Extension
- NW County Line Road and NW Beaverbrooke Blvd
- NW Mustang Road and NW Meadowbrooke Blvd

Water Systems Study

- Water main has been installed along NW County Line Road to provide water for the development

WRA Sanitary

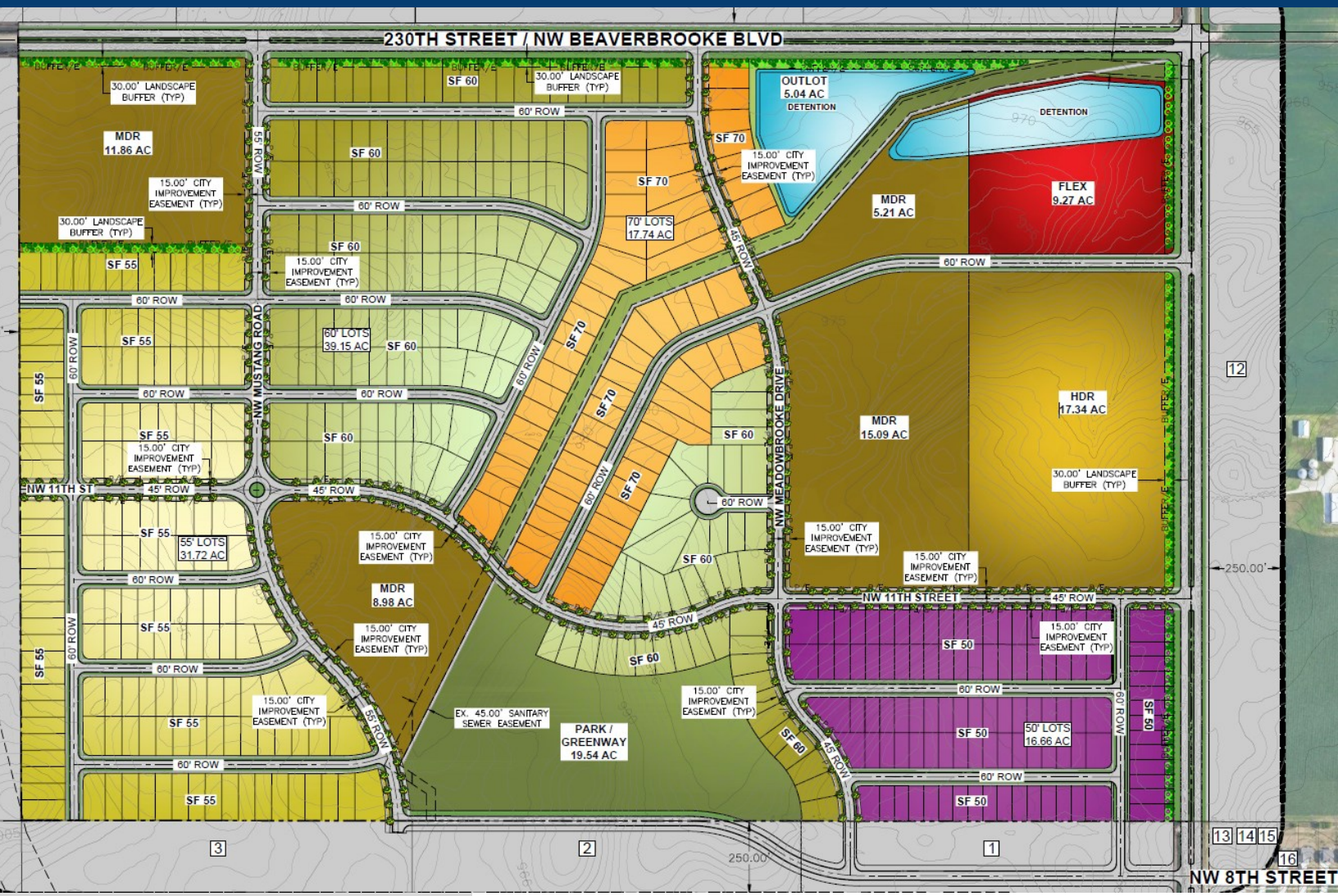
- The WRA Sanitary runs through the development and will provide connection for the development.

Legal

A Zoning Change and Development Agreement will be established as part of the rezoning to outline the zoning standards for the development and responsibilities for public improvements.

Right-of-way will be provided along NW County Line Road and along future NE Beaverbrooke Blvd to provide 60′ to road centerline.

Rezone Concept



STREET ACCESS

- There will be multiple access points into the development from SW County Line Road, Brookside Drive, 11th Street, and SW 19th Street.

PEDESTRIAN ACCESS

- 10′ trail along NW Mustang Road and the greenway
- 8′ trail along NW 11th Street
- 5′ sidewalks all other public streets

STORMWATER

- All detention will be private.

LAND USE AREAS

- Flex (Commercial or Medium-Density Residential)—9.27 acres
- High-Density Residential—17.34 acres, multi-family and townhomes
- Medium-Density Residential—41.14 acres, attached and detached townhomes
- Single-Family Residential—105.27 acres, traditional single-family
- Parkland—19.54 acres to be dedicated

Development Standards

FLEX (COMMERCIAL)

Permitted Uses—C-2 uses with the following exceptions: Heavy Automotive Body Repair/ Vehicle Repair, Any outdoor domesticated animal exercise areas/runs limited to normal business hours, Industrial Warehouse Facilities, Mini Storage/Self Storage Facilities, Used Car Lots, Monument Sales Yards, Retail lumber yards shall be accessory to a retail business.

Setbacks

- Front—25′
- Rear—25′
- Side—10′

Height—3 stories/45′

Architecture—60% masonry

Open Space—20%

Landscaping—1 tree per 1,000 sf required open space

HIGH-DENSITY

Permitted Uses—multi-family & townhomes

Density—18 units per acre

Setbacks

- External Property Lines—30′

Dwelling Size— 400 sf minimum

Height—4 stories/50′

Architecture—40% masonry along street, 25% all other sides

Open Space—40%

Landscaping—1 tree per 1,000 sf of required open space

MEDIUM-DENSITY

Permitted Uses—attached and detached townhomes

Lot Size—No minimum

Density—8 units per acre

Setbacks

- External Property Lines—30′
- Private Drives/Sidewalks—20′
- Sides along Private Drives/Sidewalks—10′
- Postage Stamp Lots—0′

Dwelling Size—900 sf

Height—2 stories/35′

Garage—1-car attached up to 40% of the units, 2-car for the rest

Architecture—25% masonry on front façade and along public streets

Open Space—40%

SINGLE-FAMILY

Lot Size— 70′ lots at 8,500sf, 60′ lots at 7,500sf, 55′ lots at 6,600sf, 50′ lots at 6,000sf

Dwelling Size—1,400-1,600sf for 70′ lots, 1,200-1,400sf for 60′, 55′ and 50′ lots

Garage—3-car minimum for 70′ lots, all others 2-car minimum

Setbacks

- Front—30′ for 70′ and 60′ lots, 25′ for 55′ and 50′ lots
- Secondary Front—30′ for 70′ and 60′ lots, 25′ for 55′ and 50′ lots
- Rear—25′ for all lots
- Side—7′ for 70′ and 60′ lots, 5′ for 55′ and 50′ lots

Height—2 stories/35′

Landscaping—2 trees per lot

Conclusion

DEVELOPMENT STANDARDS CONTINUED

LANDSCAPE BUFFERS

- **NW County Line and NW Beaverbrooke**—30′ buffer with 4′ berm
- **Medium-Density along Single-Family**—30′ buffer with 3′ berm
- **High-Density next to Residential**—30′ buffer with 3′ berm
- **Building Rear to Public Streets**—30′ buffer with 3′ berm when the backs of units face the public streets
- **Units Front Public Streets**—Berm and buffer is not required. Frontage plantings required at 1 tree per 50′
- **Buffer Quantities All Other Buffers** — 1 overstory, 3 understory, 1 evergreen per 50 linear feet
- **Buffer Quantities All Other Buffers** — 1 overstory, 2 understory, 1 evergreen per 50 linear feet

Conclusion

A mix of commercial and residential use areas are proposed within the development, generally consistent with the area plan land use.

Landscape buffers will be provided between land use transitions where necessary and along public streets.

Right-of-way will be dedicated to the City along NW County Line Road and NW Beaverbrooke Blvd.

Approximately 19.54 acres of parkland will be dedicated to the City.

Streets within the development are consistent with the Grimes Street Design Guide and area plan.

A zoning change and development agreement will be established to outline the development standards and responsibilities for public improvements.

Some of the proposed standards, particularly for setbacks and density of the medium-density areas, are still in discussion with the developer and will be finalized prior to City Council.

Staff recommends approval of the Hope Horizon PUD subject to remaining staff comments.

CITY OF GRIMES
Development Services
410 SE Main St, Suite 102
Grimes, IA 50111
(515)986-4050
www.grimesiowa.gov

~~August 26, 2024~~
~~January 31, 2025~~
~~February 28, 2025~~
~~March 14, 2025~~
March 19, 2025

Hope K Farms
Attn: Arash Razizadeh
4500 Westown Parkway, Suite 277
West Des Moines, IA 50265

RE: Hope Horizon PUD Rezone

Dear Arash:

The Development Services Department is in receipt of a proposed Rezoning for the Hope Horizon. Based on the review of the provided submittal materials, staff have the following comments:

General Comments:

1. ~~Provide signed rezone application and $2000 fee.~~

2. ~~Please provide a rezone petition. Form is attached. Should the owner name be updated to Hope K Farms, LLC? This is what is listed on the assessor site and deed. Update owner name to match the deed.~~

3. ~~Please provide rezone consent from neighboring properties. Form is attached. City to initiate rezone.~~

4. ~~Please confirm that the rezone legal description is to the centerline.~~

Rezone Concept:

5. ~~Please show sidewalks on public streets.~~

6. ~~Please show where general utilities will be provided.~~

7. ~~Please show the transmission line easement on the concept. How will the very western N/S roadway and adjacent lots layout with the transmission line easement?~~

8. ~~Remove references to "maximum 25% of the lots can be greater than 60'" etc.~~

9. ~~Update the standards on the rezone concept to match the development agreement.~~

   a. ~~Single-Family~~
      i. ~~Staff would prefer to remove the side yard setback for 2-3 story homes and use the 5' or 7' setback for all homes. It is easier to have one standard for the side yard setback.~~

      ii. ~~Remove underlying R-2 60 and R-2 70 references.~~

   b. ~~Medium-Density~~
      i. ~~Update or remove minimum lot area and lot width. There are no minimum requirements.~~

      ii. ~~Remove underlying R-3 Medium reference.~~

   c. ~~High-Density~~
      i. ~~Remove underlying R-3 High reference.~~

10. ~~Update ROW widths per the development agreement.~~

11. ~~Update the greenway acreage to only include the trail corridor.~~

12. ~~Add buffer on the south side of the medium-density area at the NW corner of the development.~~

13. ~~The detention basins will be private.~~

14. ~~Staff have concerns with the WRA sewer between the two detention basins for maintenance and infiltration issues. A basins may be required to be setback a certain distance to ensure the water is far enough from the sewer. Further analysis is needed and staff will discuss.~~

15. ~~Update NW 11th Street to NW 13th Street.~~

16. ~~Update NW Mustang Rd ROW per the development agreement.~~

17. ~~Remove single-family lots along the north side of the park.~~

18. ~~Please adjust the greenway to provide at least 6' between the trail and single-family lots. Staff is checking with PW to make sure that spacing is adequate for mowing.~~

~~19. Remove references to R-2 70, R-2 60 R-3M, R-3H. Everything is PUD.~~

Please provide a letter addressing all comments on this comment letter and/or state what was modified on the site plan to address said comments.

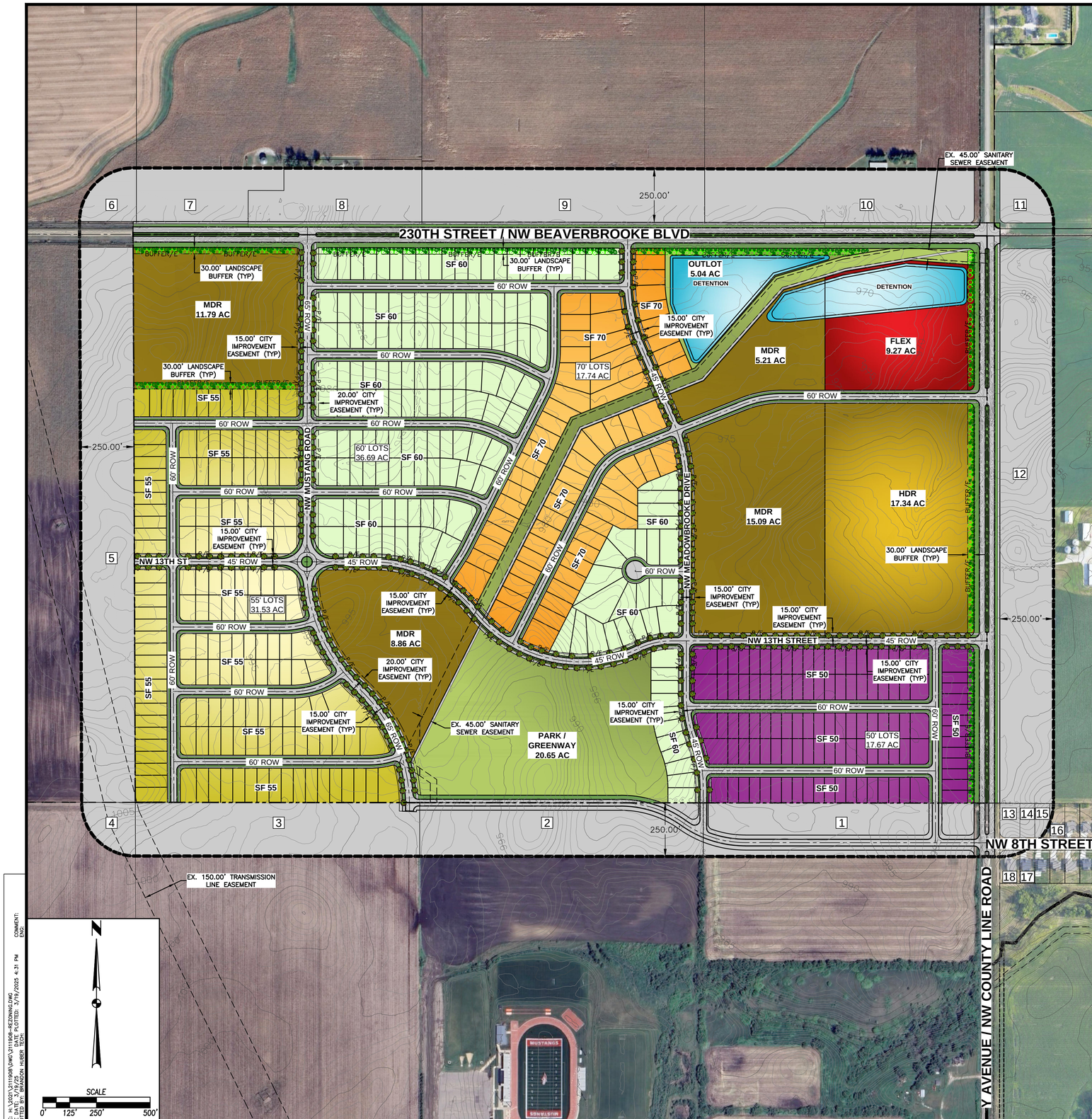
SITE PLAN SUBMITTAL SCHEDULE:

SUBMITTAL DATE:	March 7, 2025, 2025 **(1 PDF of Rezoning Map and Concept Plan)**
PLANNING & ZONING:	March 4, 2025 at 5:30
COUNCIL MEETING:	March 25, 2025 at 5:30

Please feel free to contact me at apfalzgraff@grimesiowa.gov or at (515) 986-4050 if you have any questions or need additional information.

Sincerely,

Alex Pfaltzgraff
Development Services Director



ZONING:

EXISTING: A–1 (AGRICULTURE DISTRICT)

PROPOSED: PUD

BULK REGULATIONS:

SINGLE FAMILY 50' LOTS (SF 50)

MINIMUM LOT AREA = 6,000 SF
MINIMUM LOT WIDTH = 50 FT

SETBACKS:
FRONT YARD = 25 FT
REAR YARD = 25 FT
SIDE YARD = 5 FT

MAX BUILDING HEIGHT = 35 FT

MAXIMUM DENSITY = 6.0 UNITS / ACRE

SINGLE FAMILY 55' LOTS (SF 55)

MINIMUM LOT AREA = 6,600 SF
MINIMUM LOT WIDTH = 55 FT

SETBACKS:
FRONT YARD = 25 FT
REAR YARD = 25 FT
SIDE YARD = 5 FT

MAX BUILDING HEIGHT = 35 FT

MAXIMUM DENSITY = 6.0 UNITS / ACRE

SINGLE FAMILY 60' LOTS (SF 60)

MINIMUM LOT AREA = 7,500 SF
MINIMUM LOT WIDTH = 60 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 25 FT
SIDE YARD = 5 FT

MAX BUILDING HEIGHT = 35 FT

MAXIMUM DENSITY = 6.0 UNITS / ACRE

SINGLE FAMILY 70' LOTS (SF 70)

MINIMUM LOT AREA = 8,500 SF
MINIMUM LOT WIDTH = 70 FT

SETBACKS:
FRONT YARD = 30 FT
REAR YARD = 25 FT
SIDE YARD = 7 FT

MAX BUILDING HEIGHT = 35 FT

MAXIMUM DENSITY = 5.0 UNITS / ACRE

MEDIUM DENSITY RESIDENTIAL (MDR)

SETBACKS:
ALL EXTERNAL PROPERTY LINES = 30 FT, EXCEPT WHEN UNITS HAVE FRONT DOORS FRONTING STREETS, IN WHICH CASE 25 FT
POSTAGE STAMP LOTS = 0 FT
BUILDING FACES WITH DRIVEWAYS = 20 FT FROM PRIVATE STREET OR PRIVATE SIDEWALK
BUILDING FACES WITH NO DRIVEWAYS = 10 FT FROM PRIVATE STREET OR PRIVATE SIDEWALK

MAX BUILDING HEIGHT = 35 FT

BUILDING SEPARATION = 16 FT BETWEEN BUILDING GROUPS

MAXIMUM DENSITY = 10.0 UNITS / ACRE

HIGH DENSITY RESIDENTIAL (HDR)

MINIMUM LOT AREA = 80,000 SF
MINIMUM LOT WIDTH = 200 FT

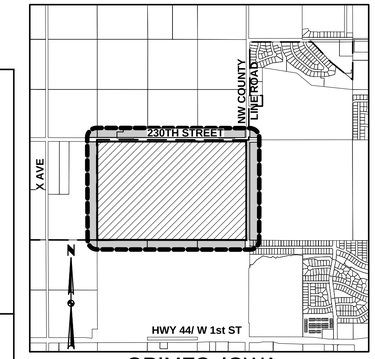
SETBACKS:
ALL EXTERNAL PROPERTY LINES = 30 FT
POSTAGE STAMP LOTS = 0 FT
BUILDING FACES WITH DRIVEWAYS = 20 FT FROM PRIVATE STREET OR PRIVATE SIDEWALK
BUILDING FACES WITH NO DRIVEWAYS = 10 FT FROM PRIVATE STREET OR PRIVATE SIDEWALK

MAX BUILDING HEIGHT = 50 FT

BUILDING SEPARATION = 16 FT BETWEEN BUILDING GROUPS

MAXIMUM DENSITY = 18.0 UNITS / ACRE

VICINITY MAP



GRIMES, IOWA

OWNER/APPLICANT:

HOPE K FARMS, LLC
CONTACT: ARASH RAZIZADEH
4500 WESTOWN PARKWAY, SUITE #277
WEST DES MOINES, IA 50265
PH: (515) 381–3925
EMAIL: ARASH.RAZIZADEH@EPCMFG.COM

ENGINEER / SURVEYOR:

CIVIL DESIGN ADVANTAGE
CONTACT: JOSH TRYGSTAD
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369–4400
EMAIL. JOSHT@CDA–ENG.COM

LEGAL DESCRIPTION:

THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY–SIX (36), TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY–SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

AND

THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY–SIX (36) IN TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY–SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

LEGEND:

- PARKLAND/GREENWAY
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- SINGLE FAMILY – 50' LOTS
- SINGLE FAMILY – 55' LOTS
- SINGLE FAMILY – 60' LOTS
- SINGLE FAMILY – 70' LOTS
- FLEX (COMMERCIAL / MDR)

REVISIONS	DATE
FOURTH SUBMITTAL	03/19/2025
THIRD SUBMITTAL	02/19/2025
SECOND SUBMITTAL	08/06/2024
FIRST SUBMITTAL	03/08/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: TECH:

CIVIL DESIGN ADVANTAGE
GRIMES, IOWA

HOPE HORIZON
REZONING MAP

1/2

2111.908

FILE: H:\2021\2111908\DWG\2111908-REZONING.DWG
LAST SAVED: 2/19/2025 4:31 PM LAST PLOTTED: 2/19/2025 4:31 PM
PLOTTED BY: BRANDON HUBER TECH:
COMMENT: ENG:

Parcel No.	Owner Mailing Address	Area (ac.)	Area (%)	CONSENTING
1	LORRAINE E ELLIS 23831 Y AVE GRIMES, IA 50111	7.25	9.18%	
2	DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT PO BOX 680 2405 W 1ST STREET GRIMES, IA 50111	7.59	9.62%	
3	PHYLLIS R WISE REVOCABLE TRUST 30049 240TH STREET DALLAS CENTER, IA 50063	7.61	9.64%	
4	PHYLLIS R WISE REVOCABLE TRUST 30049 240TH STREET DALLAS CENTER, IA 50063	1.13	1.43%	
5	DONALD H & COLLEEN M BAUMAN 22043 Y AVENUE GRIMES, IA 50111	14.85	18.82%	
6	BOHROFEN FARMS INC 33931 230TH ST GRIMES, IA 50111	1.21	1.54%	
7	BOHROFEN FARMS INC 33931 230TH ST GRIMES, IA 50111	3.39	4.30%	
8	STEVEN J & LISA E NOBLE 33401 230TH ST GRIMES, IA 50111	4.25	5.38%	
9	BEVERLY JOANN NOBLE, JOANN BOHROFEN NOBLE 33931 230TH GRIMES, IA 50111	7.57	9.59%	
10	BEVERLY JOANN NOBLE, JOANN BOHROFEN NOBLE 33931 230TH GRIMES, IA 50111	7.21	9.14%	
11	HD LLC PO BOX 3784 URBANDALE, IA 50323-0784	1.12	1.42%	
12	J DENNIS BOHROFEN 801 SW JAZZWOOD DR GRIMES, IA 50111-5033	14.84	18.80%	
13	ASHLEY REUTER 1813 NW 8TH ST GRIMES, IA 50111-5229	0.34	0.43%	
14	JUSTIN STRAVERS 1809 NW 8TH ST GRIMES, IA 50111-5229	0.26	0.32%	
15	MEGGIN E BLUE 1805 NW 8TH ST GRIMES, IA 50111-5229	0.22	0.28%	
16	ERIN BRAMBLE 1801 NW 8TH ST GRIMES, IA 50111-5229	0.02	0.03%	
17	KATELYNN COX 1808 NW 8TH ST GRIMES, IA 50111-5229	0.00	0.00%	
18	CHAD CAMPBELL 1812 NW 8TH ST GRIMES, IA 50111-5229	0.05	0.06%	
	TOTAL =	78.90	100.00%	0.00%

REVISIONS	DATE
FOURTH SUBMITTAL	03/19/2025
THIRD SUBMITTAL	02/19/2025
SECOND SUBMITTAL	08/06/2024
FIRST SUBMITTAL	03/08/2024

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER:
TECH:

CIVIL DESIGN ADVANTAGE

GRIMES, IOWA

HOPE HORIZON
REZONING MAP

2/2

2111.908

FILE: H:\2021\2111908\DWG\2111908-REZONING.DWG
REFERENCE: 2111908-XREF, 2111908-PLOT
PLOTTED BY: BRANDON HUBER PLOTTED: 3/19/2025 4:32 PM COMMENT:
TECH: ENG:

HOPE HORIZON PUD
ZONING CHANGE AND DEVELOPMENT AGREEMENT

THIS ZONING CHANGE AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this____ day of _____, 2025, by and between the City of Grimes, IOWA, a municipal corporation (the "City") and Hope K Farms, LLC (the "Developer"), collectively referred to herein as ("the Parties").

WHEREAS, Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto (the "Property"), which Property is presently zoned A-1; and

WHEREAS, the Property Owner has submitted a master plan prepared by Civil Design Advantage. identifying the Property to be developed as a mixed-use neighborhood as set forth in Exhibit "B", attached hereto (the "Master Plan"); and

WHEREAS, the City and Property Owner now desire that the Property be rezoned from A-1 to R-4 (PUD), prior to development in accordance with, and in consideration of, the provisions of this Agreement and Section 414.5 of the Iowa Code; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property as a result of such rezoning and development.

NOW, THEREFORE, in consideration of the above premises, the rezoning of the Property and the promises and agreements set forth herein, it is hereby agreed between Property Owner and the City as follows:

1) Rezoning. The property shall be rezoned from A-1 to R-4 (PUD).

2) Master Plan. As required by the PUD regulations, the Property Owner has submitted a master plan, as shown on Exhibit "B", in conjunction with the Property Owners request for rezoning to PUD to allow for the development of the property for a commercial and mixed residential neighborhood, referred to herein as the Hope Horizon PUD Development. The overall intent of the neighborhood is to provide reasonable accommodation for development and integrating pedestrian facilities with the edges of the development. The Property Owner agrees that the development of the property shall be consistent with the master plan and shall satisfy the following requirements. Any area not addressed within this development agreement shall follow the City of Grimes Zoning Ordinance.

   a) Phasing of Subdivision. It is understood that the Property Owner intends to phase the development of the property, and that the Property Owner agrees to obtain

approval from the City of a Final Plat, which subdivides all the Property into lots and outlots (referred to herein individually as a "Lot" or collectively as the "Lots").

b) Site Plans Required. Property Owner agrees that preliminary plats and site plans will be required for the proposed improvements within each subdivision or lot. Preliminary Plats shall include sufficient details to ensure that the minimum development standards for the Property can be achieved.

3) Development Intent. Located at the southwest corner of NW County Line Road and NW Beaverbrooke Blvd, the Hope Horizon Development will consist of a mix of residential dwellings, public park, and neighborhood oriented commercial uses. Each area is further described as follows.

a) Single-Family Residential. Areas designated as Single-Family Residential are intended for traditional stand-alone single-family lots. No other housing types, such as townhomes or multi-family units, or commercial uses of any kind will be allowed in these areas. Driveways are to be street loaded and built with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

b) Medium-Density Residential. Areas designated as Medium-Density Residential are intended for traditional attached and detached townhome dwelling units. No single-family multi-family, or commercial uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and circulation routes and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

c) Flex. Areas designated as Flex are intended for traditional attached and detached townhome dwelling units or commercial uses. No single-family or multi-family uses of any kind will be allowed in these areas. Detached dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. Driveways are to be connected to the private streets and circulation routes and constructed with attached garages. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes. Any commercial uses are intended to be developed in a traditional suburban commercial format and shall conform to commercial standards within this document and be reviewed by the City of Grimes.

d) High-Density Residential. Areas designated as High-Density Residential generally are intended for traditional multi-family dwelling units and attached and detached townhomes. Detached townhome dwellings are considered acceptable, provided they are constructed with the benefit of an owner's association. No traditional single-family or commercial uses of any kind will be allowed in these areas. All construction shall conform to the Architectural Standards as set forth in this document and be reviewed by the City of Grimes.

4) Single-Family Residential Regulations. This area is intended to accommodate the construction of traditional single-family dwelling units. The following regulations shall be applicable to any area identified as Single-Family, as generally shown on the Master Plan.

a) Single-Family 70' Wide Lots.

(i.) Lot Dimensions. A minimum lot width of seventy (70) feet, and a minimum lot area of eight thousand five hundred fifty (8,500) square feet shall be provided.

(ii.) Setbacks. The following setbacks shall apply to all lots:

(1) Front Yard – Thirty (30) Feet

(2) Secondary Front Yard – Thirty (30) Feet

(3) Rear Yard – Twenty-five (25) Feet

(4) Side Yard – Seven (7) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(ii.) Minimum Dwelling Size. Single-story dwellings shall have a main floor finished area of not less than one thousand four hundred (1,400) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand six hundred (1,600) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum three (3) car attached garage shall be provided for every lot.

b) Single-Family 60' Wide Lots.

(i.) Lot Dimensions (60' Lots). A minimum lot width of sixty (60) feet, and a minimum lot area of seven thousand five hundred (7,500) square feet shall be provided.

(ii.) Setbacks. The following setbacks shall apply to all lots:

(1) Front Yard – Thirty (30) Feet

(2) Secondary Front Yard – Thirty (30) Feet

(3) Rear Yard – Twenty-five (25) Feet

(4) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(ii.) Minimum Dwelling Size. Single story dwellings shall have a main floor finished area of not less than one thousand two hundred (1,200) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

c) Single-Family 55' Wide Lots.

(i.) Lot Dimensions (55' Lots). A minimum lot width of fifty-five (55) feet, and a minimum lot area of six thousand six hundred (6,600) square feet shall be provided.

(ii.) Setbacks. The following setbacks shall apply to all lots:

(1) Front Yard – Twenty-five (25) Feet

(2) Secondary Front Yard – Twenty-five (25) Feet

(3) Rear Yard – Twenty-five (25) Feet

(4) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(iii.) Minimum Dwelling Size. Single story dwellings shall have a main floor finished area of not less than one thousand two hundred (1,200) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iv.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

d) Single-Family 50' Wide Lots.

i) Lot Dimensions (50' Lots). A minimum lot width of fifty (50) feet, and a minimum lot area of six thousand (6,000) square feet shall be provided.

ii) Setbacks. The following setbacks shall apply to all lots:

(1) Front Yard – Twenty-five (25) Feet

(2) Secondary Front Yard – Twenty-five (25) Feet

(3) Rear Yard – Twenty-five (25) Feet

(4) Side Yard – Five (5) Feet

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

(ii.) Minimum Dwelling Size. Single story dwellings shall have a main floor finished area of not less than one thousand two hundred (1,200) square feet. All multi-level dwellings, including but not limited to split-levels, one and one-half story dwellings, two-story dwellings, and dwellings having more than two stories shall have an above grade finished floor area of not less than one thousand four hundred (1,400) square feet. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

(iii.) Garage. A minimum two (2) car attached garage shall be provided for every lot.

e) Height. The maximum height of any building shall be two (2) stories above grade or thirty-five (35) feet maximum.

f) Building Materials and Façade Design. The single-family dwellings should be designed in a way that compliments the architecture of the dwellings within the neighborhood. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Repetition of front facades shall be discouraged. Buildings are encouraged to be designed in a manner that does not cause the garage to protrude from the living space and become the primary focus from the street, but rather to design the buildings with living space in line with the garage or of comparable width to the garage to reduce the overall presence of the garage.

g) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

h) Landscaping. All dwellings shall provide a minimum of two (2) trees per lot, with at least one (1) tree being planted in the front yard. These plantings are in addition to the required buffer plantings or required street trees.

5) Medium-Density Residential Regulations. This area is intended to accommodate the construction of attached or detached townhome dwelling units. The following regulations shall be applicable to any area identified as Medium-Density Residential, as generally shown on the Master Plan.

a) Lot Dimensions. No minimum lot dimensions shall apply. Postage Stamp lot development is permitted.

b) Density. The maximum density within the Medium-Density Residential area shall be ten (10) units per acre.

c) Setbacks. The following setbacks shall apply to all units:

(i.) All External Property Lines – Thirty (30) Feet, except when units have front doors fronting streets, in which case Twenty-Five (25) Feet.

(ii.) Postage Stamps Lots – Zero (0) Feet

(iii.) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

(iv.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

(v.) Building Separation – Sixteen (16) Feet Between Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

d) Minimum Dwelling Size. All dwellings shall have a total finished area of not less than nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

e) Height. The maximum height of any building shall be two (2) stories above grade or thirty-five (35) feet maximum.

f) Garage. A minimum of two (2) car attached garage shall be provided for all units.

g) Parking. Visitor Parking shall be provided in accordance with the Grimes Zoning Ordinance.

h) Building Materials. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient front doors towards a public street, a minimum of twenty-five percent (25%) of the façade facing the public street and the façade facing the private street shall be clad in brick/stone or masonry. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments are encouraged. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets of at least three (3) inches Repetition of front facades shall be discouraged, and a minimum of two (2) elevation variations shall be provided that include varying colors and/or materials.

i) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

j) Open Space. A minimum of forty percent (40%) open space shall be provided.

k) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to a public street. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street when berms are not provided.

l) Pedestrian. Connections from the units to a common pedestrian network shall be provided. Future accommodation for connections to public sidewalk and trails shall be planned for and constructed by the property owner or association. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

6) Flex Regulations. This area is intended to accommodate the construction of attached or detached townhome dwelling units, or traditional suburban commercial development. Commercial development is intended to accommodate a range of neighborhood oriented commercial uses (retail and service). Auto-oriented uses including multi-tenant retail, banks, convenience/gas and fast food are appropriate. The primary design consideration is that the uses are developed in a cohesive pattern with careful consideration of the orientation of the buildings along NW County Line Road. The following regulations shall be applicable to any area identified as Medium-Density Residential and Commercial, as generally shown on the Master Plan.

a) Medium-Density Residential. Medium-Density Residential development shall follow the regulations established within Section 5 of this document and subject to the Medium-Density Buffer requirements established within Section 8 of this document.

b) Commercial Regulations. Commercial development shall follow the regulations established below.

i) Permitted Uses. Any permitted use within the C-2 Zoning District shall be permitted, except for the following:

(1) Heavy Automotive Body Repair/Vehicle Repair. Light service or repair shall be permitted.

(2) Any outdoor exercise areas/runs for domesticated animal boarding/kennels shall be limited to use during normal business hours.

(3) Industrial Warehouse Facilities

(4) Mini Storage/Self Storage Facilities

(5) Used Car Lots

(6) Monument Sales Yards

(7) Retail lumber yards shall be accessory to a retail business.

ii) Building Setbacks. The following setbacks shall apply to all buildings:

(1) Front Yard – Twenty- Five (25) Feet

(2) Rear Yard – Twenty-Five (25) Feet

(3) Side Yard (External) – Ten (10) Feet

(4) Side Yard (Internal) – Zero (0) Feet, If the building is not constructed on the property line then five (5) Feet minimum shall be provided

(5) Building Separation – Ten (10) Feet

iii) Parking Setbacks. All parking lots shall have a minimum setback of ten (10) feet along public streets. For internal property lines, a minimum five (5) foot setback shall be provided, unless a shared drive is provided.

iv) Parking Requirements. Off-street parking shall be provided based on the individual uses defined at the time of site plan approval in accordance with the Grimes Zoning Ordinance. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than

twenty (20) parking spaces shall be provided without a landscaped island.

v) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structures and shall be in conformance with the Grimes Zoning Ordinance.

vi) Open Space. A minimum of twenty percent (20%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty percent (30%) of the required open space

vii) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

One (1) overstory tree is required for every fifty (50) feet of lot frontage to the public right of way. Trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

viii) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

ix) Height. The maximum height of any building shall be three (3) stories above grade or forty-five (45) feet maximum.

x) Building Materials. Building design shall include a variety of architectural elements and materials in order to break down the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. minimum of sixty percent (60%) of the sum of the total of all wall areas (exclusive of doors/windows) shall contain brick/stone, or similar concrete or masonry materials. A minimum of twenty-five percent (25%) of the primary material shall be on each wall that does not face public right-of-way. A minimum of twenty percent (20%) of the public street facing facades shall consist of glazing.

xi) Facade Design. Building design shall include a variety of architectural elements, including articulation of the building face in order to break down

the massing of the large building so that its scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line and building face is encouraged in order to bring the scale of the large roof structure down to that of the adjoining residential neighborhood.

xii) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

xiii) Outdoor Storage. No outdoor storage is permitted.

7) High-Density Residential Regulations. The following regulations shall be applicable to any attached or detached townhome or multi-family unit constructed within the High-Density Residential area.

a) Density. The maximum density within the High-Density Residential area shall be eighteen (18) total units per acre.

b) Setbacks. The following setbacks shall apply to all units:

(i.) All External Property Lines – Thirty (30) Feet

(ii.) Postage Stamps Lots – Zero (0) Feet

(iii.) Buildings Faces with Driveways – Twenty (20) Feet from Private Street or Private Sidewalk

(iv.) Building Faces with No Driveways along the Private Street – Ten (10) Feet from Private Street or Private Sidewalk

(v.) Building Separation – Sixteen (16) Feet Between Building Groups

A two (2) foot projection for non-habitable space is permitted, however the projection shall meet all applicable building/fire code standards.

c) Minimum Dwelling Size.

(i.) Multi-Family. The minimum finished floor area shall be four hundred (400) square feet.

(ii.) Townhomes. The minimum finished floor area shall be nine hundred (900) square feet, exclusive of garage area. Basement or partial subgrade level square footage may not be counted towards minimum finished area.

d) Height.

(i.) Multi-Family. The maximum height of any building shall be four (4) stories above grade or fifty (50) feet maximum.

(ii.) Townhomes. The maximum height of any building shall be three (3) stories above grade or thirty-five (35) feet maximum.

e) Parking and Garages.

i) Multi-Family. Parking shall follow the parking requirements in the Grimes Zoning Ordinance for multi-family dwellings. Any detached garage structures shall not face the public streets. Accommodation for bicycle parking shall be provided as part of the site design. A terminal landscaping island shall be provided at the beginning and end of every parking row. No more than twenty (20) parking spaces shall be provided without a landscaped island.

ii) Townhomes. A minimum of one (1) car attached garage shall be provided for no more than forty percent (40%) of the units. The remainder of the units shall have a minimum two (2) car attached garage. A minimum of two (2) parking spaces shall be provided per unit. Garage spaces count toward the required parking spaces.

iii) Visitor Parking. One (1) visitor parking space shall be provided for every five (5) dwelling units for all types of residential development.

f) Building Materials.

i) Townhomes. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. A minimum of twenty-five percent (25%) of the front façade of the buildings shall be clad in brick/stone or masonry. For those buildings that orient front facades toward a public street, a minimum of twenty-five percent (25%) of the street facing façade shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar products) shall be considered a viable substitute for brick/stone or masonry. All units shall be constructed with combinations and varying sizes of horizontal and lap siding and architectural grade asphalt shingles. The units should be designed in a way that compliments the architecture of the dwellings within the area. More specifically, attempts to include front porches, dormers and other decorative treatments shall be made. Buildings shall be encouraged to avoid flat plane construction and incorporate offsets. The elevation packages should include varying colors, siding textures, and brick/stone or masonry.

ii) Multi-Family. All units shall be constructed with a cementitious siding material with a fifty (50) year warranty (i.e.: similar to James Hardi Plank or LP Smart Side siding) and architectural grade asphalt shingles. A minimum of forty percent (40%) of the front façade facing the private and public streets shall be clad in brick/stone or masonry. A minimum of twenty-

five percent (25%) of all other facades shall be clad in brick/stone or masonry. Comparable alternatives, such as Nichiha fiber cement panels (or similar products) shall be considered a viable substitute for brick/stone or masonry. Additionally, door and window trims shall be utilized throughout the design.

g) Façade Design. Building design shall include a variety of architectural elements, including articulation of the building face to break down the massing of large buildings so the scale is compatible to the adjoining residential neighborhood. The use of articulation within the roof line, including dormers and cupola, is encouraged to bring the scale of the large roof structure down to that of the adjoining residential neighborhood. Buildings should avoid flat plane construction and incorporate offsets of three (3) inches where material changes occur.

h) Accessory Structures and Buildings. Any accessory structure or accessory building constructed upon the property shall be designed to match the architectural character of the principal structure and shall be in conformance with the Grimes Zoning Ordinance.

i) Open Space. A minimum of forty percent (40%) open space shall be provided. Planned plazas, courtyards or other similar public spaces may be counted for not more than thirty (30%) percent of the required open space.

j) Landscaping. A minimum of one (1) tree per one thousand (1,000) square feet of required open space shall be provided.

The perimeter of all parking lots located along interior side and rear lot lines shall be planted with evergreen shrubs to screen headlights from neighboring properties.

Required frontage trees and buffer trees may count towards the required open space trees, however all terminal parking lot islands shall be landscaped with trees, except when utility conflicts exist.

Foundation plantings shall be provided along facades facing the public street when berms are not provided.

k) Pedestrian Access. Pedestrian access within the development and accessibility to the development shall be a primary site design consideration. Pedestrian access shall include strong connections from the public right of way to buildings and site features to support neighborhood connectivity. Access between buildings should also be a strong consideration during site design. A five (5) foot PCC sidewalk shall be provided on at least one (1) side of any internal private street.

l) Signage. All signs constructed upon the site shall be in conformance with the Grimes Zoning Ordinance.

m) Outdoor Storage. No outdoor storage is permitted.

8) Buffering and Landscaping.

a) Provision of Buffers. The provision of adequate buffering and landscaping shall be thoroughly evaluated and approved by the City of Grimes as part of the site plan approval. Additional buffer and landscaping may be required at that time in response to additional details of the use, buildings, parking, loading areas, mechanical equipment, etc. to be implemented.

b) Commercial Buffers. A thirty (30) foot buffer with three (3) foot berm shall be provided along the Commercial areas adjacent to residential development. No fences shall be permitted within the buffer easements. However, if a fence is desired between Commercial areas and residential, the buffer shall consist of a thirty (30) foot buffer with six (6) foot privacy fence and half of the required buffer plantings. A buffer is not required when Commercial and residential areas are separated by a private or public street.

c) High-Density Residential Buffers. A thirty (30) foot buffer with three (3) foot berm shall be provided along the High-Density areas adjacent to any other residential development. A buffer is not required when the High-Density Residential area and other residential areas are separated by a private or public street. A thirty (30) foot buffer with four (4) foot berm shall be provided for High-Density areas along NW County Line Road.

d) Medium-Density Buffers. A thirty (30) foot buffer with minimum three (3) foot tall berm shall be provided along Medium-Density Residential areas that are adjacent to single family areas and along the trail through the greenway. A thirty (30) foot buffer with three (3) foot tall berm shall be provided along public streets when the backs of units face the public streets. If units are oriented so that the front doors are facing the public streets, a berm and buffer is not required, however the required street frontage plantings shall be provided. A thirty (30) foot buffer with four (4) foot berm shall be provided for Medium-Density areas along NW Beaverbrooke Blvd and NW County Line Road. No fences shall be permitted within the buffer easements.

e) Single-Family Buffers. A thirty (30) foot buffer with four (4) foot tall berm shall be provided along the rear yards of single-family lots that abut NW County Line Road and NW Beaverbrooke Blvd right-of-way. No fences shall be permitted within the buffer easement.

f) Buffer Landscape Quantities.

i) NW County Line Road and NW Beaverbrooke Blvd Buffers. Buffers along NW County Line Road and NW Beaverbrooke Blvd shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, three (3) understory trees, and one (1) evergreen tree. Half of the required evergreen trees may be swapped for one (1) overstory tree.

ii) All Other Buffers. All other buffers not along NW County Line Road and NW Beaverbrooke Blvd Street shall provide the following number of trees per fifty (50) linear feet of buffer: One (1) overstory tree, two (2) understory trees, and one (1) evergreen tree.

g) Berming and Screening. Buffers should be designed to achieve the maximum amount of screening of negative elements from the maximum number of viewpoints with vegetation layered to ensure adequate blockage of views and to create depth and a sense of naturalness. Care should be taken to ensure that 'thru-views' under tree canopies are adequately blocked. It is recognized that some views of businesses are desired; therefore, buffer vegetation may be clustered and situated to screen parking and drive-thrus associated with the businesses and other negative site elements such as trash enclosures, transformers, loading docks, etc.

h) Continuity. Buffers shall be designed to serve as a visual continuation of existing buffers and/or as a unifying element within the development. Buffers adjacent to streetscapes shall make a natural transition in order to be visually cohesive.

i) Street Trees.

i) Interior Lots. All lots with front yards along NW Mustang Road, NW 13th Street and NW Meadowbrooke Drive shall provide one (1) overstory tree per lot located between the sidewalk and street within the city improvement easement.

ii) Dual Frontage Lots. All lots with secondary frontage along NW Mustang Road, NW 13th Street and NW Meadowbrooke Drive shall provide two (2) overstory trees along the side street located between the sidewalk and street within the city improvement easement. If a dual frontage lot also has a front yard along NW Mustang Road, NW 13th Street and NW Meadowbrooke Drive, one (1) overstory tree shall be provided and located between the sidewalk and street within the city improvement easement along the front yard side of the lot.

iii) All street trees shall be a combination of diverse species with no more than five (5) trees of a similar species in a single group.

9) Lighting.

a) Parking Lot & Accent Lighting. All commercial and multi-family uses shall provide adequate lighting for the parking areas. Accent lighting shall be provided on all buildings, to accentuate the building form and architectural character.

b) Private Street Lighting. Street Lighting associated with the private streets shall be provided within the Medium-Density Residential Areas and the shared private drives between use areas. All lights shall be downcast and shall not exceed twenty-five (25) feet in height. Residential decorative coach lights mounted to the buildings can be used to provide lighting for private streets in residential areas. Floodlights are not permitted.

c) Public Street Lighting. Street lighting associated with public streets shall be standard MidAmerican Energy Street Lights and black in color.

10) Public and Site Improvements.

a) Public Improvements. Developer agrees to construct the necessary public improvements, including streets, water main, sanitary sewer, and storm sewer to serve the development. Public construction drawings shall be prepared and submitted for review and approval.

b) Public Sidewalks. Five (5) foot PCC sidewalks shall be provided on two (2) sides of all public streets.

c) Private Sidewalks. Five (5) foot PCC sidewalks shall be provided on at least one (1) side of all private streets.

d) Trails. The following trails shall be provided:

i) A ten (10) foot trail shall be provided from the SW corner of NW County Line Road and NW Beaverbrooke Blvd, generally following the alignment of the WRA Sewer through the development, to NW Mustang Road, adjacent to the public park as shown on the master plan. The trail shall be at least six (6) feet from the property line of the abutting single-family lots.

ii) An ten (10) foot trail shall be provided along the east side of NW Mustang Road.

iii) An ten (10) foot trail shall be provided along NW 13th Street, between NW County Line Road and NW Mustang Road. The trail shall be on the north side of NW 13th Street between NW Meadowbrooke Drive and County Line Road, and on the south side of NW 13th Street from NW Meadowbrooke Drive to NW Mustang Road.

e) Construction/Bonds. All public improvements listed above shall be constructed in accordance with SUDAS and all City of Grimes standards. At the time of completion, a four (4) year maintenance bond for the public improvements shall be submitted.

f) Fees.

(i.) NW County Line Road. The property owner shall provide a fee in the amount of $150 per linear foot of frontage along NW County Line Road. The fee payment shall be due at the time of Final Plat approval. The property owner shall have no further financial responsibility for NW County Line Road.

(ii.) NW Beaverbrooke Blvd The property owner shall provide a fee in the amount of $150 per linear foot of frontage along NW Beaverbrooke Blvd, however, will adjust the fee to the actualized cost upon completion of the project. The maximum will be $150/linear foot. The fee payment shall be due at the time of Final Plat approval. The property owner shall have no further financial responsibility for NW Beaverbrooke Blvd.

(iii.) NW 8th Street. The property owner shall provide a fee in the amount of $350 per liner foot of frontage of NW 8th Street that is adjacent to the Public

Park. The fee payment shall be due at the time of approval of the last Final Plat in the development, or when NW 8th Street is constructed, whichever comes first. The property owner shall have no further financial responsibility for NW 8th Street. In the event the DCG School District's planning exercise renders no need for NW 8th Street, the fee for NW 8th Street will no longer be required to be owed.

g) Street Right-of-Way and Easements. At the time of Final Plat, the following street right-of-way shall be granted to the City.

(i.) 65-Foot Right-of-Way with boulevard section for NW Mustang Road with 15-Foot City Improvement Easement on the sidewalk side and 20-Foot City Improvement Easement on the trail side of the Right-of-Way.

(ii.) Right-of-Way along NW County Line Road and NW Beaverbrooke Blvd to provide 60 feet to centerline.

(iii.) 45-Foot Right-of-Way with 31-Foot B/B for NW Meadowbrooke Drive and NW 13th Street with a 15-Foot City Improvement Easement on both sides of the Right-of-Way.

(iv.) Provide roundabout at the intersection of NW Mustang Road and NW 13th Street.

(v.) Provide mini roundabout at the intersection of NW Meadowbrooke Drive and NW 13th Street.

(vi.) 60-Foot Right-of-Way with 29-Foot B/B for all other public streets, except cul-de-sacs which may be 26-Foot B/B.

(vii.) Where public streets intersect with NW County Line Road or NW Beaverbrooke Blvd, a 3-lane section of roadway, to accommodate a turn lane shall be provided. Adjustments to Right-of-Way width at the intersections may be required to accommodate turn lanes and street geometry.

11) Parkland Dedication. The Developer agrees to dedicate parkland generally consistent with the area shown on Exhibit B, totaling approximately 20.65 acres. Minor adjustments to the total parkland acreage are permitted due to finalization of future street alignments. This area is generally described as the larger park along NW 13th Street and the greenway between the seventy (70) foot wide single family lot area. The dedication shall occur with the platting of adjacent properties and street lots. The park shall be improved consistent with the Subdivision Ordinance.

12) Access. Access locations for the development shall follow the Master Streets Design Guide. Access locations beyond the scope of these documents may be evaluated by the City Engineer for approval.

13) Amendment Procedure. The terms of this Agreement may be amended by mutual agreement of the Parties hereto, following a notification process to surrounding Property Owners, a review by the Grimes Planning and Zoning Commission and a Public Hearing before the Grimes City Council.

14) Security; Lien Rights of City. In the event that the City makes any payments or incurs any costs in connection with the Improvements, which payments or costs are agreed to be paid by the Property Owner pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Property in the amount agreed to be paid by Property Owner. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Property subject to such lien shall not be further platted or divided and no building permits shall issue until such lien is satisfied.

15) Binding. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property; provided, however, upon the Petition of the then owner of the Property or any portion thereof, the parties hereto agree that the terms of the ordinances of the City of Grimes and the laws of the statutes and courts of the State of Iowa governing rezoning shall control the change in such zoning as to the property owned by the person so petitioning.

16) Warranty of Title. Property Owner hereby warrants to the City that Property Owner is the owner of the Property and hereby covenants to defend Property Owner's title to the Property for purposes of this Agreement.

17) Effective. This Agreement is subject to and contingent upon approval by the Grimes City Council of the rezoning of the Property in accordance with paragraph 1. In the event the Grimes City Council does not approve said zoning change, this Agreement shall be null and void.

18) Recording. This Agreement shall be recorded with the Dallas County, Iowa, Recorder, as an exhibit to the ordinance rezoning the Property and shall constitute a valid and effective agreement pursuant to the terms and conditions of Section 414.5 of the Iowa Code.

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

(SIGNATURE PAGES TO FOLLOW)

CITY OF GRIMES, IOWA

By: _____

Scott Mikkelsen, Mayor

Attest:

_____

Rachel Greving, City Clerk

STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this ___day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Mikkelsen and Rachel Greving, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grimes, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____adopted by the City Council, under Roll Call of the City Council on the ___day of _____, 20__, and that Scott Mikkelsen and Rachel Greving acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____

Notary Public in and for the State of Iowa

My Commission expires _____

PROPERTY OWNER

Hope K Farms, LLC

By: Reza Kangarzadeh

Signature: _____

Title: Owner / Member

STATE OF IOWA)

) ss:

COUNTY OF Dallas)

On this 20 day of March, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Reza Kangarzadeh the owner of Hope K Farms LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.

NOTARIAL SEAL IOWA

ANIA DUENSING
Commission Number 861890
My Commission Expires
January 17, 2028

Notary Public in and for the State of Iowa

My Commission expires 1/17/2028

Exhibit A

Legal Description

THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

AND

THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

Exhibit B

Master Plan

ORDINANCE #797

AN ORDINANCE AMENDING THE GRIMES OFFICIAL ZONING MAP, PURSUANT TO THE CODE OF ORDINANCES SECTION 12-3-5 TO PROVIDE FOR THE FOLLOWING REZONING REQUEST FOR HOPE HORIZON PUD AND ASSOCIATED ZONING CHANGE AND DEVELOPMENT AGREEMENT

SECTION 1. PURPOSE. This Ordinance is to amend the Official Zoning Map and the Comprehensive Land Use Map by rezoning approximately 240 acres legally described on Exhibit A (the "Property") from A-1 (Agricultural District) to R-4 (Planned Unit Development District).

SECTION 2. ADDITIONAL ZONING RESTRICTIONS. As part of this Ordinance and the rezoning established herein, certain permanent conditions and restrictions are hereby imposed upon the Property, which conditions and restrictions are in addition to existing regulations for the R-4 Classification. Said restrictions are set forth in the Zoning Change and Development Agreement (the "Agreement") by and between the City of Grimes, Iowa, and Hope K Farms, LLC. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Grimes, Iowa; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor. All such conditions and restrictions are established, and such Agreement executed and entered into, pursuant to and in accordance with the provisions of Section 414.5 of the 2025 Code of Iowa, as amended.

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

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

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

Passed and approved by the City Council on this ____ day of _____, 2025.

ATTEST:

_____
Scott Mikkelsen, Mayor

_____
Rachel Greving, City Clerk

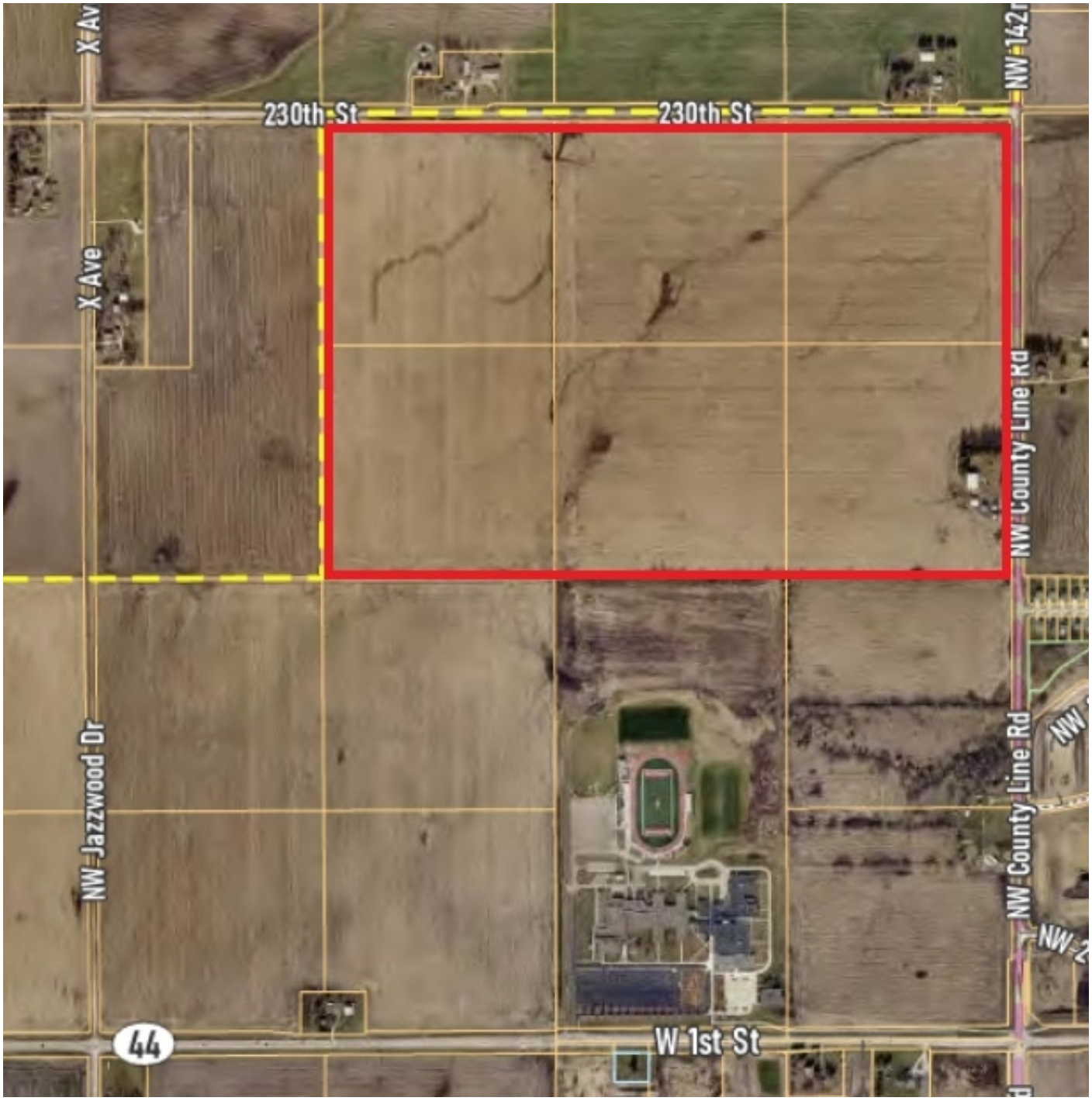
Exhibit A

Legal Description of Property

THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.

AND

THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-SIX (36) IN TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA.



CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Ordinance 798 Amending Grimes Code of Ordinances Title 12 Zoning Regulations Regarding Regulations Associated with Vehicle Sales and Accessory Buildings

BACKGROUND: Staff have developed an amendment to the Code of Ordinances Title 12 Zoning Regulations regarding Vehicle Sales and Accessory Buildings. A summary of the proposed changes is provided below:

12-4-1 Definitions
Update the outdoor storage definition to consider vehicle sales as outdoor storage in overlay districts and zoning districts other than commercial zoning districts.

12-5-15 Outdoor Areas and Activities
Amend to consider vehicle sales as outdoor storage and clarify pavement requirements for outdoor storage.

12-5-16 Vehicle Sales and Display Lots
Amend to establish screening and site design requirements for vehicle sales and display lots.

12-5-10 Accessory Buildings
Clarify that accessory garages shall have a hard surface leading from an existing driveway or public street to the front face of the garage.

BUDGETARY CONSIDERATIONS: N/A

STRATEGIC PLANNING:
Prioritized: No

BOARD/COMMISION ACTIONS: Planning and Zoning Commission recommendation of approval - 03/04/2025

STAFF RECOMMENDATION: Staff recommend approval of the Ordinance.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Evann Martin, Senior Planner, 515-986-4050, emartin@grimesiowa.gov

Prepared by:	Evann Martin, Senior Planner
Return to:	Evann Martin, Senior Planner

ORDINANCE 798

AN ORDINANCE AMENDING GRIMES CODE OF ORDINANCES TITLE 12 ZONING REGUALTIONS REGARDING REGULATIONS ASSOCIATED WITH VEHICLE SALES AND ACCESSORY BUILDINGS

BE IN ENACTED BY THE CITY COUNCIL OF THE CITY OF GRIMES, IOWA:

SECTION 1. Purpose. The purpose of this Ordinance is to amend Grimes Code of Ordinances Title 12 Zoning Regulations which defines the regulations regarding vehicle sales and accessory buildings.

SECTION 2. Amendment. The Grimes Code of Ordinances Title 12 is amended.

See attached Exhibit A

SECTION 3. Amendment. As part of making the City of Grimes Code of Ordinances available online, editors may make certain formatting and typographical changes, such as renumbering or re-designating sections; adding or modifying subsection headings; modifying bracketed or referenced citations for uniformity; or changing cross-references, dates of enactment, or classification information, which are purely technical and do not change the meaning of the Code.

SECTION 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 5. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council on this ___day of _____and approved on this___ day of ____, 2025.

_____
Scott Mikkelsen, Mayor

_____
Rachel Greving, City Clerk

Exhibit A

Outdoor storage: The placement of business inventory, equipment, branded business vehicles and trailers, materials, containers, boxes, above ground liquid or gas storage tanks, or supplies utilized by the business for construction, manufacturing, product or material delivery, or for lease or rent in an area on the business property that is not protected by an enclosed building. Vehicle sales lots shall ~~not~~ be considered outdoor storage.

(Ord. # 774, 02/28/2023)

Draft

12-5-15 Outdoor Areas and Activities

1. Outdoor Storage Areas. Outdoor storage areas shall meet the following requirements:
   A. Outdoor storage areas shall be permitted within industrial zoning districts only.
   B. Outdoor storage areas, where permitted, shall provide an effective screen, completely obscuring the enclosed material using opaque fencing/walls or berms, except for vehicles for sale. See 12-5-16 for vehicle sales and display requirements.
   C. Outdoor storage screening shall consist of an opaque fence/wall or berm of a height sufficient to completely screen the outdoor materials from adjacent properties and public and private right-of-way.
   D. If a berm is provided for screening, continuous evergreen shrub plantings may be placed on top of the berm to provide additional height to meet screening height requirements. See Figure 12-5G.
   E. Outdoor storage screening shall be provided to obscure visibility to all adjoining properties and public view.
   F. For outdoor storage screening provided along public rights-of-way or next to non-industrial uses, landscape plantings shall be provided along the fence/wall or berm. For every one hundred (100) linear feet of screening or fraction thereof, a minimum of two (2) overstory trees and one (1) understory tree shall be required along the exterior of the screening. See Figure 12-5H.
   G. The landscape planting requirement above shall not apply to outdoor storage screening adjacent to industrial uses or where landscape buffers already exist.
   H. Outdoor storage screening shall require site plan approval.
   I. Outdoor storage areas are required to be paved.

Figure 12-5G Berm with Shrubs to Provide Sufficient Screening Height

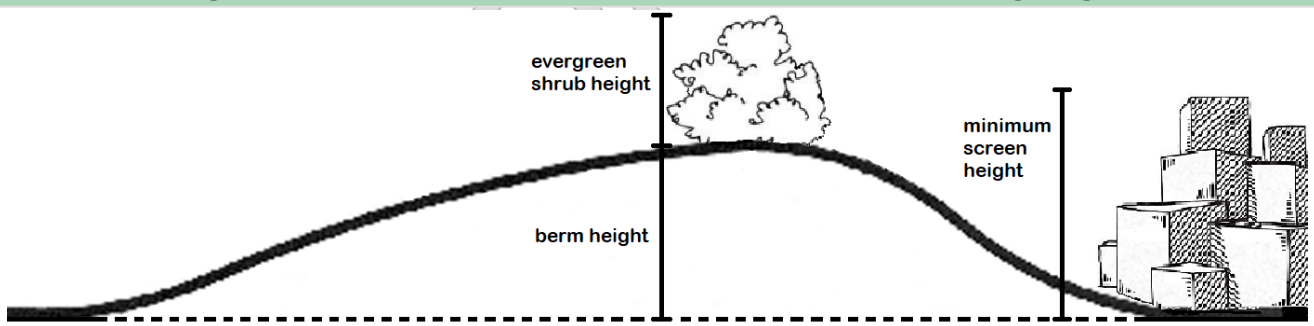
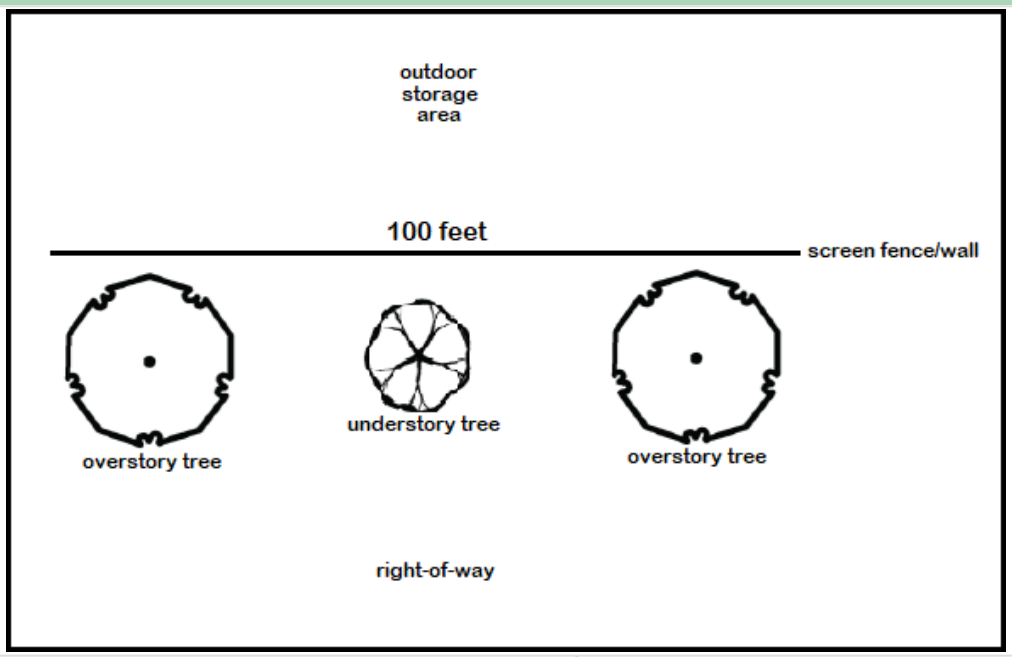
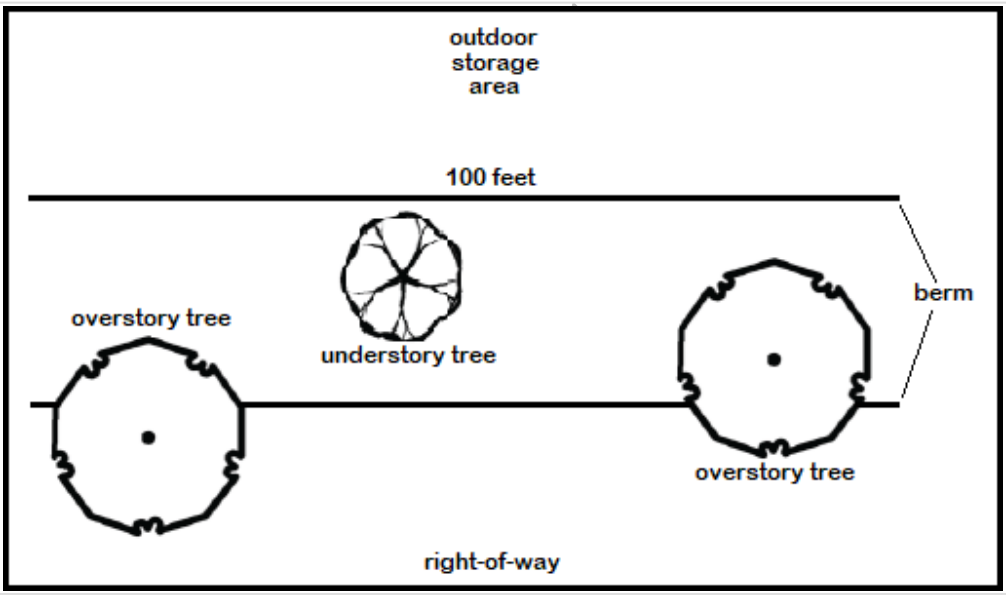


Figure 12-5H Landscaping along Outdoor Storage Screening





2. Outdoor Display and Outdoor Sales. Products or items for display or sale may be placed in outdoor areas with the following criteria:
   A. Items shall not be placed in any parking stalls or drive lanes;
   B. Items shall not interfere with site safety, circulation, and visibility;
   C. Items shall be at least ten (10) feet from all property lines;
   D. Items shall be on a paved surface adjacent to the building or approved accessory structure. Alternative surfacing for product display may be considered by the Zoning Administrator based on the nature of the product being displayed.
   E. Minimum sidewalk width;

1. A minimum aisle width of five (5) feet must be maintained if the outdoor product display or sales area is adjacent to a sidewalk.
2. A minimum aisle width of six (6) feet must be maintained if the outdoor product display or sales area is adjacent to a sidewalk that abuts head-in parking stalls.

F. Outdoor display and outdoor sales areas shall be limited to one percent (1%) of the total site area but in no case more than five thousand (5,000) square feet.

3. Outdoor Service Areas. A restaurant or drinking place may utilize an outdoor service area, provided the following conditions are met and a site plan has been approved:

A. Outdoor service areas associated with the serving of food and beverages shall maintain a minimum forty-two (42) inch tall enclosure with code compliant pedestrian ingress and egress. Such enclosure shall be constructed of materials compatible with the principal structure.

B. Minimum sidewalk width;

1. A minimum aisle width of five (5) feet must be maintained if the outdoor service area is adjacent to a sidewalk.
2. A minimum aisle width of six (6) feet must be maintained if the outdoor service area is adjacent to a sidewalk that abuts head-in parking stalls.

C. See Chapter 12-15 for parking requirements related to outdoor service areas.

4. Outdoor Sound Systems. Commercial establishments using an outdoor sound system shall not place the outdoor sound system within three hundred (300) feet of a dwelling or a building that contains a dwelling. The location requirement shall not include equipment utilized for drive-thru transactions. The use of any sound system shall follow the provisions in the Code of Iowa Sec. 723.4.

5. Exceptions.

A. Branded business vehicles shall not be considered outdoor storage if they meet the following criteria:

1. Branded business vehicles are devoted to the principal use on site; and
2. Branded business vehicles are parked within approved, standard size parking spaces; and
3. No more than ten percent (10%) of the required parking spaces are used for branded business vehicle parking. If a business has less than ten (10) required parking spaces, a maximum of one (1) parking space may be used for branded business vehicle parking.

B. Branded business vehicles parked within dock and loading areas are not considered outdoor storage.

(Ord. # 774, 02/28/2023)

Draft

12-5-16 Vehicle Sales and Display Lots

1. Site Plan Approval. Prior to the issuance of a certificate of zoning compliance or building permit for a vehicle sales and display use, a site plan for the property and proposed use shall be approved.
2. Restrictions. In addition to all other requirements of this title, the following additional restrictions for vehicle sales and display uses shall apply and be reviewed during the site plan review process:
   A. The property shall be a minimum of one (1) acre in size.
   B. The property shall maintain a minimum of twenty-five percent (25%) open space.
   C. The property shall maintain a minimum two thousand (2,000) gross square foot building dedicated to the office and service needs of the operations and cannot be located within a multi-tenant building.
   D. The property shall contain a parking lot capable of displaying a minimum of fifteen (15) vehicles in addition to the required employee/customer parking for the building.
   E. The vehicle display parking areas shall maintain a fifteen (15) foot setback from all property lines.
   F. The display of vehicles shall only occur within approved, striped parking spaces within the parking lot. ~~and other display areas specifically approved on the site plan.~~ No vehicle display and parking shall be permitted within drive aisles, driveways, or other circulation areas.
   G. The property shall be compliant with all other provisions of the current zoning ordinance prior to occupancy unless specific deferments are approved during the site plan approval process.
   H. Landscape islands shall be provided for every ten (10) parking spaces in a row. Each landscape island shall have one (1) tree and six (6) shrubs.
   I. All rows of vehicle display shall terminate in landscape islands and be planted with one (1) tree and six (6) shrubs.
   J. Evergreen shrubs shall be provided along the edges of all parking areas along the street. One (1) shrub shall be provided for every four (4) feet.
   K. No more than two (2) rows of vehicle display shall be permitted between the street and building.

(Ord. # 774, 02/28/2023)

Draft

12-5-10 Accessory Buildings

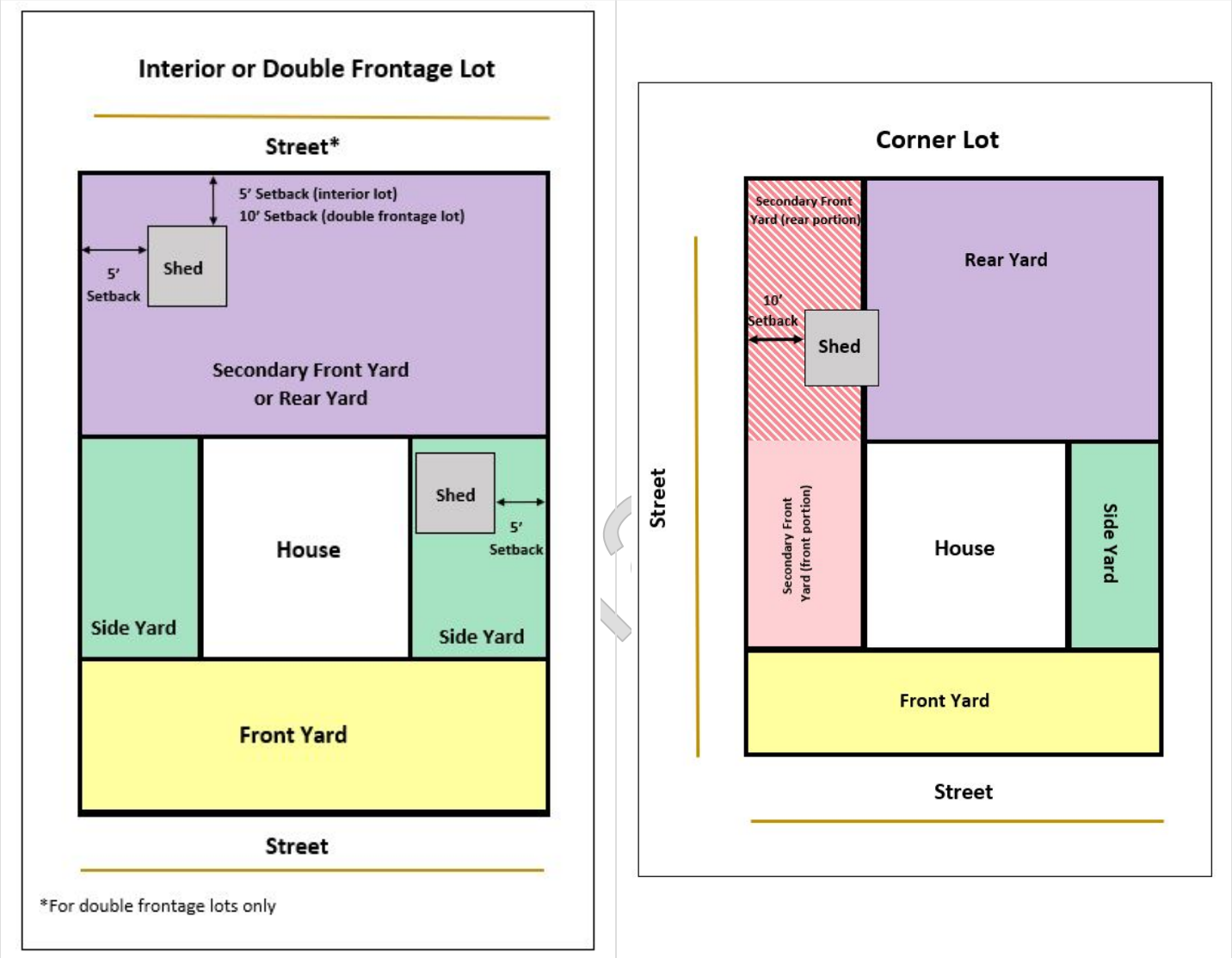
1. Accessory Buildings on Agricultural Zoned Property.
   A. Accessory buildings shall follow the A-1 setback and height requirements, except the front and rear yard setback shall be thirty-five (35) feet.
   B. An accessory building shall follow the yard coverage requirements in Section 12-5-9.
   C. Accessory buildings shall be designed with neutral colors, such as black, white, brown, beige, gray, or green, or colors that match the primary building.
   D. Accessory buildings shall be standard construction or prefabricated buildings. The use of storage or shipping containers shall not be permitted.
   E. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
2. Accessory Buildings on Residential Property.
   A. This subsection shall apply to the following zoning districts: R-1, R-2, R-2 60, R-2 70, R-5.
   B. No accessory building shall be erected within a front yard or front portion of the secondary front yard.
   C. Accessory buildings shall be at least five (5) feet from lot lines of adjoining lots. On corner lots and double frontage lots, accessory buildings shall be at least ten (10) feet from a property line adjacent to a street frontage.
   D. Accessory buildings shall follow the yard coverage requirements in Section 12-5-9.
   E. Accessory buildings shall not exceed fifteen (15) feet in height.
   F. The regulations within this section shall not be interpreted to prohibit the construction of a five hundred fifty (550) square foot garage on lots where no attached or detached garage is existing.
   G. Accessory garages shall have a paved surface leading from an existing driveway or street to the garage door to allow for vehicular travel to occur on paved surface.
   H. Accessory buildings shall be designed with neutral colors, such as black, white, brown, beige, gray, or green, or colors that match the primary building.
   I. Accessory buildings shall be standard construction or prefabricated buildings. The use of storage or shipping containers shall not be permitted.
   J. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
3. Accessory Buildings on Multi-Family, Commercial and Industrial Property.
   A. This subsection shall apply to the following zoning districts: R-3, C-1, C-2, C-3, M-1A, M-1, M-2, M-3.
   B. Accessory buildings shall be subject to site plan approval.
   C. Accessory buildings shall be designed to match the building materials and colors of the primary building. Accessory buildings shall be primarily neutral in color, such as black, white, brown, beige, gray, or green.
   D. Accessory buildings shall meet any respective overlay requirements in Section 12-11-1 or 12-11-2.
   E. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.
4. Accessory Buildings within Planned Unit Developments (PUD).
   A. Accessory buildings shall follow the standards established within the PUD documents.

Draft

B. If no specific standards are established within the PUD, accessory buildings shall follow the appropriate accessory building standards established within this section based on the land use type within the PUD and any applicable overlay requirements in Section 12-11-1 or 12-11-2.

C. Accessory buildings shall not be located upon any property, unless a permitted principal use of the property is present and in use, or an appropriate lot-tie agreement has been approved.

Figure 12-5D Accessory Buildings



(Ord. # 774, 02/28/2023)

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Proposal to enter into a General Obligation Loan Agreement in a principal amount not to exceed $9,510,000

BACKGROUND: Council was presented the CIP on November 12, 2024. The 2025A GO Bond Issuance will fund the 2026 projects that were included within the CIP. These projects include traffic signals, parks, sidewalk improvements, S. James St. construction, water main replacements and annual roadway improvements. The Council held a hearing on an Urban Renewal project for the City Hall building in May 2024, and a portion of the approved funding for this project will be included with this issuance.

BUDGETARY CONSIDERATIONS: The not-to-exceed amount for the 2025A GO bond issuance is $9,510,000 and the combined issuance, including the portion for the City Hall Project, will be $11,080,000.

STRATEGIC PLANNING:
Prioritized: X YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities X
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: The CIP was presented in November 2024 and the projects were included in the budget that was presented to Council at the work session in February 2025. Council set the hearing for the 2025A GO bonds on March 11, 2025. The public hearing on the Urban Renewal loan agreement in a principal amount not to exceed $12,000,000 was held in May 2024.

STAFF RECOMMENDATION: Staff recommends approval.

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke, Dorsey & Whitney
Return to: Marcia Woodke

March 19, 2025

Via Email
Rachel Greving
City Clerk/City Hall
Grimes, Iowa

Re: General Obligation Corporate Purpose Bonds, Series 2025A – Prelevy Resolution
Our File No. 419952-108

Dear Rachel:

We have prepared and attach proceedings to be used at the March 25th City Council meeting covering the hearing on the General Obligation Essential Purpose Loan Agreement (the "Essential Purpose Loan Agreement"), combining loan agreements, and providing for the adoption of the resolution taking additional action with respect to the General Obligation Corporate Purpose Bonds, Series 2025A (the "Bonds") and authorizing a property tax levy for the fiscal year beginning on July 1, 2025 in the amount of $1,286,125.90 for the payment of debt service on the Bonds.

After it is adopted, a certified copy of the attached resolution must be filed with the Dallas and Polk County Auditors **no later than close of business on April 15, 2025**. Please print extra copies of the resolution for this purpose.

The proceedings attached include the following items:

1. Minutes of the meeting covering the hearing, followed by the resolution taking additional action in connection with the Essential Purpose Loan Agreement and combining loan agreements into a single loan agreement (the "Loan Agreement"). This resolution simply sets forth the City Council's determination to enter into the Loan Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code. The resolution also authorizes the debt service property tax levy in the next fiscal year.

2. Attestation Certificate with respect to the validity of the transcript.

3. County Filing Certificates of the Dallas and Polk County Auditors relating to the filing of a certified copy of the resolution in each office.

As these proceedings are completed, please return one fully executed copy to our office via email to lemke.susan@dorsey.com. If you have any questions, please contact Erin Regan or me.

DORSEY

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES TO HOLD HEARING ON GENERAL OBLIGATION LOAN AGREEMENT, COMBINE LOAN AGREEMENTS, AND AUTHORIZE PRELEVY

419952-108

Grimes, Iowa

March 25, 2025

The City Council of the City of Grimes, Iowa, met on March 25, 2025, at 5:30 p.m., at 410 SE Main Street, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to enter into a General Obligation Essential Purpose Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed $9,510,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay General Obligation Corporate Purpose Bonds, Series 2025A

WHEREAS, the City of Grimes (the "City"), in the Counties of Polk and Dallas, heretofore proposed to enter into a loan agreement (the "Urban Renewal Loan Agreement") and to borrow money thereunder in a principal amount not to exceed $12,000,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the City Hall Project, an urban renewal project in the Grimes Urban Renewal Area which was authorized by action of the City Council on May 14, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of May 28, 2024, no petition has been filed with the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement" together with the Urban Renewal Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,510,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, sidewalk, sanitary sewer system and storm water drainage improvements; (b) acquiring and installing street lighting, signage and signalization improvements; and (c) undertaking improvements to existing municipal parks, and pursuant to law and duly published notice of the proposed action has held a hearing thereon on March 25, 2025; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority to enter into the Loan Agreements into a single loan agreement (the "Loan Agreement"), to issue General Obligation Corporate Purpose Bonds, Series 2025A (the "Bonds") in evidence of its obligation thereunder and further anticipates that principal and interest will come due on the Bonds before July 1, 2026; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2025-2026 fiscal year for the payment of such anticipated principal and interest;

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

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of $1,286,125.90.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Dallas and Polk County Auditors and said Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

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

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 25, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to a public hearing and additional action on the proposal to enter into a certain Loan Agreement, combining Loan Agreements and authorizing a debt service property tax levy, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

COUNTY FILING CERTIFICATE

STATE OF IOWA
SS:
COUNTY OF DALLAS

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 25, 2025, entitled: "Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay General Obligation Corporate Purpose Bonds, Series 2025A," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

_____
County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA
SS:
COUNTY OF POLK

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Grimes filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council on March 25, 2025, entitled: "Resolution taking additional action on proposal to enter into a General Obligation Loan Agreement, combining loan agreements, and providing for the levy of taxes to pay General Obligation Corporate Purpose Bonds, Series 2025A," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2025, as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

_____
County Auditor

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Proposal to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000

BACKGROUND: Council authorized the 2024A GO Bonds in April 2024. These bonds provided the first portion of funding for the Fire Station building project. The 2024A bond funding is being spent as the project progresses, and the city now needs to fund the remaining portion of the project. Breaking the funding into two years allowed staff time to bid the project, and the city did realize some cost savings over the original estimate. This allows the city to borrow only the needed funds remaining to finish the project. The city will utilize local option sales tax revenue to repay the bonds.

BUDGETARY CONSIDERATIONS: The not-to-exceed amount for the 2025B GO Local Option Sales Tax Bonds is $3,560,000.

STRATEGIC PLANNING:
Prioritized: X YES ____NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities X
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS: Council issued bonds in 2024 for the first portion of the Fire Station building project. Council set the public hearing date of March 25, 2025 at the meeting on March 11, 2025.

STAFF RECOMMENDATION: Staff recommends approval

RESPONSIBLE STAFF/CONTACT INFORMATION:
Marcia Woodke, Finance Director, 515-986-3036, mwoodke@grimesiowa.gov

Prepared by: Marcia Woodke, Dorsey & Whitney
Return to: Marcia Woodke

DORSEY
always ahead

March 19, 2025

Via Email
Rachel Greving
City Clerk/City Hall
Grimes, Iowa

Re: $3,560,000 General Obligation Local Option Sales Tax Bonds
Our File No. 419952-109

Dear Rachel:

We have prepared and attach the necessary proceedings related to the additional action on the General Obligation Local Option Sales Tax Bonds (the "Bonds") to be held at the March 25th Council meeting.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Bonds. This resolution sets forth the City Council's determination to issue the Bonds in the future, and its adoption constitutes the "additional action" required by the Iowa Code.

2. Attestation Certificate with respect to the validity of the transcript.

On March 25, 2025, the City Council should meet as scheduled, hold the hearing on its intention to issue the Bonds and adopt the attached resolution. The minutes as drafted assume that no petition will be filed asking that the question of issuing the Bonds be submitted to the registered voters of the City. If a petition is filed asking that the proposal to issue the Bonds be put to an election, please contact us right away.

As soon as possible after the City Council meeting, please return one fully executed copy of all of the completed pages in these proceedings. If you have any questions, please contact Erin Regan or me.

Best regards,

John P. Danos

Attachments

cc: Jake Anderson
Marcia Woodke
PFM Financial Advisors LLC
Diana VanVleet

MINUTES TO HOLD HEARING ON GENERAL OBLIGATION LOCAL OPTION SALES TAX BONDS

419952-109

Grimes, Iowa

March 25, 2025

The City Council of the City of Grimes, Iowa, met on March 25, 2025, at _____ o'clock ___.m., at the _____, Grimes, Iowa.

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

Present: _____

Absent: _____.

This being the time and place specified for taking action on the proposal to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000, the City Clerk announced that no petition had been filed asking that the question of issuing such bonds be submitted to the registered voters of the City, and that the City Council may proceed with the issuance of the bonds.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution taking additional action to issue General Obligation Local Option Sales Tax Bonds in a principal amount not to exceed $3,560,000

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, an election duly held in accordance therewith on August 6, 2019, and an ordinance adopted by the Board of Supervisors of both Polk and Dallas Counties, the City of Grimes, Iowa (the "City"), is authorized to receive proceeds of a local option sales and services tax imposed in accordance with Chapter 423B (the "Local Option Tax"); and

WHEREAS, the revenues from the Local Option Tax to be received by the City (the "Local Option Tax Revenues") have not been pledged and are available for the payment of revenue bonds, and the specific purposes for which Fifty percent of the Local Option Tax Revenues may be expended by the City include paying the costs, to that extent, of constructing, furnishing and equipping a municipal fire station (the "Project"); and

WHEREAS, in order to make the Local Option Tax Revenues immediately available to the City, Chapter 423B authorizes the City to issue revenue bonds in anticipation of the collection of such revenues, following a public hearing on the subject; and

WHEREAS, Chapter 423B also authorizes the City to make additional security available for such bonds in the form of a supplemental debt service property tax levy; and

WHEREAS, the City heretofore proposed to issue General Obligation Local Option Sales Tax Bonds (the "Bonds") in a principal amount not to exceed $3,560,000 for the purpose of paying costs of constructing the Project, and, pursuant to Chapter 423B of the Code of Iowa, the City has published notice of the proposed action and as of March 25, 2025, no petition has been filed asking that the question of issuing the Bonds be submitted to the registered voters of the City;

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

Section 1. The City Council hereby determines to proceed with the issuance of the Bonds and declares that this resolution constitutes the "additional action" required by Section 423B.9 of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 25, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

ATTESTATION CERTIFICATE

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

I, the undersigned, City Clerk of the City of Grimes, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the additional action on the Council's intention to issue bonds as referred to therein. I do further certify that as of March 25, 2025, no petition had been received requesting that an election be held on the proposal to issue bonds as set forth therein.

WITNESS MY HAND this _____ day of _____, 2025.

_____
City Clerk

CITY COUNCIL COMMUNICATION
Meeting Date: 3/25/2025

AGENDA ITEM: Heart of Iowa Regional Transit Agency Funding Agreement with the City of Grimes

BACKGROUND: HIRTA was created for the purpose of providing and promoting transportation, and the City of Grimes is located within a member County. The City and HIRTA believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City. The term of the Agreement will commence on June 15, 2025, and continue through June 30, 2026. The City shall reimburse HIRTA on a monthly basis for allowable costs incurred, provided the total reimbursement under this agreement shall not exceed $75,000.

BUDGETARY CONSIDERATIONS:

STRATEGIC PLANNING:
Prioritized: ____YES __X__NO

*High-Performing Organization/Exception Professional Services ____
*Great Place to Live/Expanded Quality of Life Amenities __X__
*Dynamic Town/Strong Sense of Community ____
*More Beautiful/Vibrant Community ____

BOARD/COMMISION ACTIONS:

STAFF RECOMMENDATION:

RESPONSIBLE STAFF/CONTACT INFORMATION:
Rachel Greving, City Clerk, 515-986-4050, rgreving@grimesiowa.gov

Prepared by: Rachel Greving
Return to: Jake Anderson

RESOLUTION 03-4325 HEART OF IOWA REGIONAL TRANSIT AGENCY FUNDING AGREEMENT WITH THE CITY OF GRIMES

Grimes Resolution No. 03-4325

WHEREAS, the Heart of Iowa Regional Transit Agency (HIRTA) and the City of Grimes have recognized the mutual benefits of providing accessible public transportation services for the community; and

WHEREAS, HIRTA seeks to enhance economic development by improving transportation access for individuals who face mobility barriers; and

WHEREAS, the City of Grimes has agreed to provide funding to HIRTA to support these services, in an amount not to exceed $75,000 for the period of June 15, 2025, through June 30, 2026; and

WHEREAS, the terms and conditions of the Agreement are in the best interests of both HIRTA and the City of Grimes and comply with applicable state and local laws.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grimes, Iowa, approves the Funding Agreement with HIRTA as presented.

PASSED and APPROVED on March 25, 2025.

_____
Scott Mikkelsen, Mayor

Attested:

_____
Rachel Greving, City Clerk

HEART OF IOWA REGIONAL TRANSIT AGENCY
FUNDING AGREEMENT WITH THE CITY OF GRIMES

This Agreement is made and entered into by and between the Heart of Iowa Regional Transit Agency, a transit agency formed pursuant to Iowa Code Chapter 28E ("HIRTA") and Grimes, a municipal corporation formed under Iowa law ("City").

WITNESSETH:

WHEREAS, HIRTA was created for the purpose of providing and promoting transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties; and

WHEREAS, City is located in one of HIRTA's member counties; and

WHEREAS, the City and HIRTA desire to promote continued economic development within the community, and seek to promote economic development by making transportation services available to individuals who may otherwise not have the ability to travel to and from businesses within the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and HIRTA believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which HIRTA is being assisted, under the terms and conditions set forth herein.

IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence on **June 15, 2025**, and continue through **June 30, 2026.** The term of this Agreement will automatically be extended one year if neither party gives notice of the party's written intention to end the Agreement at least 30 days prior to the Agreement's current date of termination.

2. **REPORTS. HIRTA** agrees to submit an annual report to the City by October 1 of each of the years during the term of this Agreement, commencing **October 1, 2026**. The annual report shall identify the number of trips provided within the City for **fiscal year 2025,** and an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement.

3. **SCOPE OF SERVICES.** The Services to be provided by HIRTA to the City include, but are not limited to:

   a. To identify and assess local and regional public transportation needs and changing conditions and to provide a forum of those changes.

   b. To provide and promote transportation for older adults, people with disabilities, people facing financial barriers, commuters and the general public in Grimes.

   c. To solicit, accept and expend funds for the purpose set forth above and as authorized by this 28E Agreement.

4. **FUNDING FOR SERVICES.** In exchange for HIRTA's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, and subject to the terms and conditions of this Agreement, the City agrees to provide HIRTA with funding as follows:

   a. The City shall reimburse HIRTA on a monthly basis for allowable costs incurred, provided the total reimbursement under this agreement shall not exceed $75,000.

5. **WAIVER OF WARRANTY.** HIRTA warrants and represents only that it will work diligently to perform the services required by this Agreement. HIRTA makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.

6. **INDEMNIFICATION AND INSURANCE.** HIRTA shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, HIRTA shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not **limited** to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of HIRTA, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors arising out of the performance of this Agreement. To the extent permitted by law, the City shall hold harmless HIRTA and its officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not **limited** to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of the City, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors arising out of the performance of this Agreement.

7. **CONFLICT OF INTEREST.** HIRTA shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.

8. **GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.

9. **REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently delivered if made in writing and sent by first class mail or personal service to:

FOR THE CITY	**FOR HIRTA**
City Manager Jake Anderson Grimes City Hall 101 Harvey Street Grimes, Iowa 50111	Julia Castillo, Executive Director 2824 104th St. Urbandale, IA, 50322

10. **TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay HIRTA a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then HIRTA shall return to the City the prorated portion of the advance payment for services not rendered before the termination.

11. **SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.

12. **AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and HIRTA.

13. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.

14. **SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

15. **NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint utility, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

16. **NON-WAIVER.** Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect. In addition, nothing in this contract shall be considered a waiver by City or HIRTA of any governmental immunity from liability granted to either of them under Iowa law.

17. **NATURAL DISASTER.** Should HIRTA be unable to perform any of its obligations under the Agreement due to fire, earthquake, or severe weather related event which causes a shortage in equipment, materials, supplies or personnel beyond HIRTA's reasonable control, HIRTA's obligation to perform its obligations under the Agreement shall be suspended until HIRTA is able to provide services under the Agreement and City shall receive consideration by receiving a credit for the period of time in which services were not provided.

HEART OF IOWA REGIONAL TRANSIT AGENCY

_____
Board Chair Lisa Heddens

_____
Date

CITY OF GRIMES

_____
Mayor Scott Mikkelsen

ATTEST:

_____
City Clerk Rachel Greving

_____
Date