



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, FEBRUARY 15, 2016
IN THE COUNCIL CHAMBERS

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of The Agenda

Documents: [02.15.15 - AGENDA - COUNCIL.PDF](#)

3. Consent Agenda

3.A. Consent Agenda

Documents: [3 - CONSENT AGENDA.PDF](#)

4. Swearing In Of Police Officers

5. Meeting Minutes/Communications

5.A. Meeting Minutes And Communications

Documents: [5 - MEETING MINUTES AND COMMUNICATIONS2.PDF](#)

6. Committee Business

6.A. Report From The Finance Committee

6.A.1. Report From The Finance Committee

Documents: [6A - FINANCE COMMITTEE AGENDA AND SUPP DOCS -.PDF](#)

6.B. Report From Planning Committee

6.B.1. Report From The Planning Committee

Documents: [6B - PLANNING COMMITTEE AGENDA AND SUPP DOCS.PDF](#)

6.C. Report From Public Safety Committee

6.C.1. Report From The Public Safety Committee

Documents: [6C - PS COMM AGENDA AND SUPP DOCS.PDF](#)

6.D. Report From Public Works And Grounds Committee

6.D.1. Report From The Public Works And Grounds Committee

Documents: [6D - PWG COMMITTEE AGENDA AND SUPP DOCS.PDF](#)

7. Proposed Closed Session According To Chapter 21.5 (C)

7.A. Proposed Closed Session According To Chapter 21.5 (C)

Documents: [10 - CHAPTER 21.5.PDF](#)

8. Inquires

9. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, FEBRUARY 15, 2016 AT 7:00 P.M.
IN THE COUNCIL CHAMBERS

TENTATIVE AGENDA

- 1) Roll Call:
- 2) Perfecting and Approval of Agenda
- 3) Consent Agenda:
All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.
 - Previous minutes as drafted from the Monday, February 1, 2016 Regular Session.
 - Approve new liquor licenses and renewals for the following:
 - Fareway Stores, #737, 727 West Street.
 - Approve reappointments:
 - Paul Pohlson – Low Rent Housing – 2 year term
 - Mike Winchell – Low Rent Housing – 2 year term
 - Pete Lahn – Airport Board of Adjustment – 5 year term.
 - Approve Tax Abatement application for Spaulding Lofts East I LLLP, 829 Spring Street (See Resolution No. 2016-16).
 - Approve city of Grinnell public right-of-way permit for Unite Private Networks.
 - Approve request from Grinnell Christian Church to close 9th Avenue between Summer Street and Hobart Street on June 17, 2016 from 4 p.m. to 9 p.m. for vacation bible school event.
 - Review Campbell Fund requests.
- 4) Swearing in of Police Officers:
 - Matthew C. Moore
 - Zachary A. Sittig
- 5) Meeting Minutes/Communications:
 - a) Finance Committee minutes: February 1, 2016
 - b) Public Safety Committee minutes: February 1, 2016.
 - c) Public Works and Grounds Committee minutes: February 1, 2016.
 - d) Planning Committee minutes: February 1, 2016.
 - e) Parks and Recreation Board minutes: January 11, 2016.
 - f) Human Rights Commission minutes: December 8, 2015.
 - g) January 2016 Monthly Treasurer's report.
 - h) Grinnell Police Department Annual Report.
 - i) Annual Audit Report 2015 and correspondence.
- 6) Committee Business:

A. Report from the Finance Committee

1. Presentation of group insurance renewals for July 1, 2017.
2. Discuss development project with Brian Megal.
3. Discuss Mike Allen's purchase of Blue Stone Properties – Tenant Buildings and request to transfer rebate agreement.
4. Consider Campbell Fund special request from Mid-Iowa Community Action, Inc., Poweshiek County Family Development Center in the amount of \$1,500.00.
5. Consider Campbell Fund special request from Grinnell Regional Medical Center for the Community Care Clinic in the amount of \$5,000.00.
6. Consider resolution amending policies and procedures for examination of open records (See Resolution No. 2016-17).
7. Consider resolution setting the public hearing on the budget estimate for fiscal year beginning July 1, 2016 and ending June 30, 2017 (See Resolution No. 2016-18).

B. Report from the Planning Committee

1. Consider resolution authorizing the establishment of an Iowa Reinvestment District for the city of Grinnell (See Resolution No. 2016-19).
2. Consider resolution approving and authorizing execution of an agreement concerning the relocation of commercial or industrial enterprise by and between the city of Grinnell and the city of Newton (See Resolution No. 2016-20).
3. Consider resolution fixing date for public hearing on the proposal to enter into a development agreement with Avalanche Composites, Inc. and providing for publication of notice thereof (See Resolution No. 2016-21).
4. Consider resolution assenting to the annexation of certain real estate to the city of Grinnell, Iowa (See Resolution No. 2016-22).
5. Discuss council goal setting work session.

C. Report from the Public Safety Committee

1. Consider request from Darren Peak to shoot a movie scene in Grinnell.
2. Consider request from Grinnell Fire Department to close Spring Street north of 1019 Spring Street and south of 1026 Spring Street for training weekend.
3. Rural Fire Association annual meeting.

D. Report from the Public Works and Grounds Committee

1. Consider resolution to award contract for Highway 146 North Construction Project (See Resolution No. 2016-23).
2. Consider resolution to award contract for Highway 146 North Tree Clearing Project (See Resolution No. 2016-24).

3. Consider resolution approving an engineering services agreement with Clapsaddle-Garber Associates, Inc. for the Grinnell Regional Airport Runway Rehabilitation Improvements Project (See Resolution No. 2016-25).
- 7) Proposed Closed Session according to Chapter 21.5(c).
- 8) Inquiries:
- 9) Adjourn



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, FEBRUARY 1, 2016 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS

MINUTES

The Grinnell City Council met in regular session Monday, February 1, 2016 at 6:00 p.m. in the council chambers. Mayor Canfield presided with the following council members in attendance: White, Bly, Hansen, Hueftle-Worley and Wray. Absent: Burnell. Also present were Chris Johnson, Dennis Reilly, Otto Hall, Russ Behrens and Kay Cmelik.

AGENDA AND CONSENT AGENDA

White made the motion, second by Hueftle-Worley to approve the agenda and consent agenda as follows:

- Previous minutes as drafted from the Monday, January 18, 2016 Regular Session.
- Approve City Claims and Payroll Claims from January 5, 2016 through and including February 1, 2016.
- Approve new liquor licenses and renewals for the following:
 - Express Food & Gas, Inc, 1031 West Street,
 - Dollar Store #7109, 114 West Street - Ownership and renewal.
- Approve Tax Abatement application for Paul Kolpin, 1960 Jewel Drive (See Resolution No. 2016-10).
- Review Campbell Fund requests.

AYES: 5-0. Motion carried.

ROUTINE BUSINESS

The council acknowledged receipt of the minutes from previous council committee meetings and other boards as follows:

- a) Finance Committee minutes: January 18, 2016
- b) Planning Committee minutes: January 18, 2016.
- c) Public Works and Grounds Committee minutes: January 18, 2016.
- d) Library Board minutes: December 22, 2015.

No official action was necessary.

FINANCE COMMITTEE REPORT

The finance committee continues to work on Budget FY 17. No official action was necessary.

The finance committee met with the city's financial advisor Michael Maloney of D.A. Davidson and is working on general obligation bonds for Central Park, Central Business District Phase 5, Highway 146N, Street Projects and the Wastewater Treatment Plant Upgrade. No official action was necessary.

PUBLIC SAFETY COMMITTEE

The council did not consider the request from Darren Peak to shoot a movie scene in Grinnell.

The council took no action on the request from Rotary Club to remove flag pole from Public Safety building and place at Drake Community Library.

The council discussed the potential traffic calming measures for the Highway 146 N construction. No action was taken.

The council briefly discussed police operations. No action was necessary.

PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Wray to set the public hearing on the Westside Sanitary Sewer Project and directing clerk to publish notice. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to set the public hearing date on the Central Business District Phase 5 and directing clerk to publish notice. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-12 - Resolution authorizing payment of contractor's pay request No. 4 in the amount of \$1,101.99 to Jasper Construction Service, Inc. of Newton, Iowa for the Sunset Street Paving Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2015-13 - Resolution accepting work for Sunset Street Paving Improvement Project with final project cost of \$243,762.11 and final retainage payment of \$12,188.11 due after 30 days. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-14 - Resolution authorizing payment of contractor's pay request No. 7 in the amount of \$810.92 to Jasper Construction Service, Inc. of Newton, Iowa for the Highway 6 Underpass. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2016-15 - Resolution approving professional services agreement with Terracon Consultants, Inc.

for geotechnical engineering services for the Central Park Improvement Project. AYES: 5-0. Motion carried.

The council took no action on the request for additional street light.

PLANNING COMMITTEE

Bly made the motion, second by Hansen to approve the second and third reading of Ordinance No. 1418 - An ordinance for the division of revenues under Iowa Code Section 403.19 for Amendment No. 7 to the Grinnell Urban Renewal Plan. AYES: 5-0. Motion carried.

ADJOURNMENT

White made the motion, second by Wray to adjourn the meeting at 6:11 p.m. AYES: All. Motion carried.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

Applicant License Application (LE0001621)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #737</u>		
Address of Premises: <u>727 West Street</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>50112</u>
Business	<u>(641) 236-3331</u>	
Mailing <u>2300 Industrial Park Road</u>		
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name Tracey L. Wilson	
Phone: (515) 433-5336	Email twilson@farewaystores.com

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 03/22/2016

Expiration Date: 03/21/2017

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>253</u>	Federal Employer ID <u>42-0240920</u>

Ownership

Fred E. Vitt Trust

First Name: Fred E. **Last Name:** Vitt Trust
City: Boone **State:** Iowa **Zip:** 50036
Position: Trust
% of Ownership: 10.85% **U.S. Citizen:** **Yes**

Frederick Greiner

First Name: Frederick **Last Name:** Greiner
City: Boone **State:** Iowa **Zip:** 50036
Position: President
% of Ownership: 0.00% **U.S. Citizen:** **Yes**

Paul S. Beckwith Trust

First Name: Paul S. **Last Name:** Beckwith Trust
City: Boone **State:** Iowa **Zip:** 50036

Position: Trust

% of Ownership: 55.78%

U.S. Citizen: **Yes**

Various Individuals & Trust each holding less than 5%.

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.37%

U.S. Citizen: **Yes**

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>03/22/2016</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

RESOLUTION NO. 2016-16

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (Spaulding Lofts, 829 Spring Street).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: Spaulding Lofts East I, LLLP, 829 Spring Street

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 15th day of February, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
2013 CENTRAL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE 2013 CENTRAL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The 2013 Central Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the 2013 Central Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: Per permit: 500 4th Avenue ; Per assessor: 829 Spring St.

Legal Description: Spaulding Lofts Plat 1, Lot 1

Title Holder or Contract Buyer: Spaulding Lofts East I, LLC

Address of Owner (if different than above): 6900 Westown Parkway, West Des Moines, IA 50266

Phone Number (to be reached during the day): 515-280-2068 (Jim Sarcone)

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No X

Existing Property Use: ___ Residential ___ Commercial ___ Industrial X Vacant

Proposed Property Use: Residential

Nature of Improvements: ___ New Construction ___ Addition X General Improvements

Specify: complete rehab of 2 buildings into apartments

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: 10/21/14

Permit(s) Valuation: \$8,415,690.00 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 1st building: May 1, 2016; 2nd building: August 1, 2016
 Estimated or Actual Cost of Improvements: \$10,600,000

Signature: [Signature]
 Name (Printed) James V. Sarcone III
 Title: Risk Management & Insurance Coordinator
 Company: Husbell Realty Company, managing member of Spanning Lofts East I, LLP
 Date: 1/28/16

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

00959112-1\10542-100



CITY OF GRINNELL

927 4th Avenue
Grinnell, IA 50112-2043
641-236-2600 FAX 641-236-2626

NEW RESIDENTIAL BUILDING PERMIT

PERMIT #:	20150200	DATE ISSUED:	10/21/2014
JOB ADDRESS:	500 4TH AVE	LOT #:	
PARCEL ID:		BLK #:	
ADDITION:		ZONING:	
TOWNSHIP:		RANGE:	
SECTION:			
ISSUED TO:	HUBBELL CONSTRUCTION SERVICES	CONTRACTOR:	HUBBELL CONSTRUCTION SERVICES
ADDRESS:	6900 WESTOWN PKWY	ADDRESS:	6900 WESTOWN PKWY
CITY, STATE ZIP:	WEST DES MOINES IA 50266	CITY, STATE ZIP:	WEST DES MOINES IA 50266
PHONE:	515-221-6659	PHONE:	
PROP. USE:		OCCP TYPE:	
VALUATION:	\$ 8,415,690.00	CNST TYPE:	
SQ FT:	0.00		
SCOPE OF WORK: CONVERT EXISTING HISTORIC COMMERCIAL BUILDINGS TO APARTMENT BUILDINGS.			

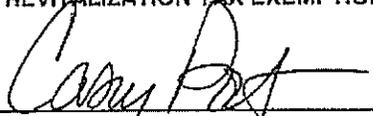
DESCRIPTION	CONTRACTOR	AMOUNT
NEW RESIDENTIAL BUILDING	HUBBELL CONSTRUCTION SERVICES	\$41,235.99
ELECTRICAL	HUBBELL CONSTRUCTION SERVICES	\$ 0.00
MECHANICAL	HUBBELL CONSTRUCTION SERVICES	\$ 0.00
PLUMBING	HUBBELL CONSTRUCTION SERVICES	\$ 0.00
TOTAL		\$41,235.99

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

THE BELOW SIGNED ACKNOWLEDGES CITY COUNCIL APPROVAL IS NEEDED PRIOR TO CONSTRUCTION FOR ANY URBAN REVITALIZATION TAX EXEMPTION.



 (SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

10/30/14

 DATE



 (APPROVED BY)

10/21/14

 DATE

City of Grinnell

PUBLIC RIGHT-OF-WAY COMMUNICATIONS SYSTEM LICENSE APPLICATION ORDINANCE NO. 1060

1. Applicant: Unite Private Networks 120 South Stewart Road
Name Address
Liberty, MO 64068 (816)368-9033
City, State Zip Telephone
2. Contact Person: Jeff Hensley 13300 Hickman Rd Ste.115
Name Address
Clive, IA 50325 (515)419-4838
City, State Zip Telephone
3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:
- Plans drawn to scale.
 - Street names.
 - Right-of-way widths.
 - Pavement widths.
 - Sidewalk location and width including sidewalk ramps.
 - Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures,
Water stop-boxes, ditches, and utility vaults.
 - Horizontal and vertical location and physical size of the proposed utility.
 - Proposed construction work method such as "open cut" or "bore".
 - A drawing and explanation of concrete or asphalt restoration.
 - Information regarding sod work and tree replacement.
 - Location of other existing utilities within the work area.
 - Typical detail sections where special attention is required for some restoration work.
 - Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
 - Detailed time schedule.
 - Address of adjacent properties.
 - Legal description of communication system location.

4. List any other items of concern particular to this project:
5. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. _____.
6. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

UNITE PRIVATE NETWORKS, LLC

120 S Stewart Rd
Liberty, MO 64068

KCB BANK
80-646/1012

18596

DATE AMOUNT

2-08-2016 *****2,606.00

PAY: *****Two thousand six hundred six dollars and no cents

TO THE
ORDER
OF

Grinnell, City of
927 Fourth Avenue
Grinnell, IA 50112


AUTHORIZED SIGNATURE

⑈018596⑈ ⑆101206460⑆ 10000105005⑈

UNITE PRIVATE NETWORKS, LLC

Grinnell, City of

2-05-16 020516A

18596

2606.00 .00

2606.00

* 2-08-16

18596 2606.00

.00

2606.00

GRINNELL RTR



6000 GRAND AVENUE
DES MOINES, IOWA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

REVISIONS	DATE	BY
REV A	12-28-2015	SMK

GRINNELL, IOWA
POWESHIEK COUNTY
GRINNELL RTR
COVER PAGE

COVER PAGE

SHEET # COVER PAGE
DATE: 12-28-2015
SCALE: NO SCALE
DRAWN BY: SMK CHECKED BY: CLG

GENERAL NOTES

1. WITHIN THESE PLANS AND SPECIFICATIONS, "OWNER" IMPLIES UNITE PRIVATE NETWORKS, UNLESS OTHERWISE NOTED. WITHIN THESE PLANS AND SPECIFICATIONS, "ENGINEER" IMPLIES NEWCOM TECHNOLOGIES, UNLESS OTHERWISE NOTED.
2. THE TERMS "CONTACTOR" AND "G.C." REFER TO THE OWNER'S GENERAL CONTRACTOR AND THE GENERAL CONTRACTOR'S SUB-CONTRACTORS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DIVISION OF WORK AMONG SUB-CONTRACTORS.
3. THE WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
4. THE LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR MUST COMPLETE LOCATE REQUESTS 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
811, OR (800) 292-8989, OR HTTP://WWW.IOWAONECALL.COM
5. THE PROJECT SITE SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND LOCAL PUBLIC JURISDICTION. RESTORATION OF VEGETATION TO PRE-EXISTING CONDITIONS AND SEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PC CONCRETE AND HOT MIX ASPHALT SHALL COMPLY WITH SUDAS OR PUBLIC JURISDICTION STANDARDS, WHICH EVER IS STRICTER.
6. THE WORK DELINEATED IN THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS SHALL CONFORM TO CODES, STANDARDS AND REGULATIONS THAT HAVE JURISDICTION IN THE STATE(S) OF IOWA , THE COUNTY(S) OF POWASHIEK , AND THE CITY(S) OF GRINNELL .
7. REQUIREMENTS AND REGULATIONS PERTAINING TO R.F. SAFETY CODES AND PRACTICES MUST BE INCORPORATED IN THE WORK EVEN THOUGH THEY MAY NOT BE LISTED INDIVIDUALLY AND SEPARATELY IN EITHER THE DRAWINGS OR SPECIFICATIONS.
8. COMPARE FIELD CONDITIONS WITH ENGINEERING DRAWINGS. ANY DISCREPANCIES SHALL BE DIRECTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO FABRICATION AND/OR CONSTRUCTION. SUBMIT NECESSARY SHOP DRAWINGS PRIOR TO FABRICATION FOR APPROVAL BY THE ENGINEER. NO INFORMATION OR DETAILS ON THESE SHEETS MAY BE USED WITHOUT THE PERMISSION OF THE OWNER OR THE ENGINEER
9. SAFETY MEASURES: THE CONTACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF THE PERSONS AND PROPERTY AND FOR INDEPENDENT ENGINEERING REVIEW OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTORS SAFETY MEASURES.
10. ANY AND ALL SPLICE LOCATIONS MUST CONTAIN AN 8' GROUND ROD.
11. ALL NEW UNDERGROUND INSTALLATION MUST CONTAIN A #12 LOCATE WIRE
12. PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE *MUTCD*.



CALL BEFORE YOU DIG
(811)
72 HOURS NOTICE REQUIRED

The utilities displayed on this drawing are in approximate locations. Unite Private Networks disclaims any responsibility for the accuracy of this information. All utilities must be verified with the proper authorities prior to any excavation.

PROJECT INFORMATION

SITE NAME: GRINNELL RTR
 SITE ADDRESS: VARIES

COUNTY(S): POWASHIEK
 LATITUDE: VARIES
 LONGITUDE: VARIES

PROJECT DESCRIPTION:

1. INSTALLATION OF SINGLE 1-1/4" SDR 13.5 HDPE CONDUIT
2. INSTALLATION OF 96 COUNT FIBER OPTIC CABLE WITHIN NEW CONDUITS

CONTACTS

CITY OF GRINNELL: 927 FOURTH AVENUE
 GRINNELL, IOWA 50112
 CONTACT: RAYN NESS
 OFFICE: (641) 236-2600
 EMAIL: RNess@grinnelliowa.gov

UNITE PRIVATE NETWORKS: 120 SOUTH STEWART ROAD
 LIBERTY, MO 64068
 CONTACT: CLARK LUNDY
 CELL: (515) 321-3336
 EMAIL: clark.lundy@upnlc.com

NEWCOM TECHNOLOGIES: 6000 GRAND AVENUE
 DES MOINES, IOWA 50312
 CONTACT: SEAN KELLY
 OFFICE: (515) 633-1510
 EMAIL: skelly@newcomtech.com

MATERIAL TAKE OFF

ITEM	AMOUNT
96 COUNT FIBER OPTIC CABLE	6485 L.F.
INTERIOR PLANT	260 L.F.
IN EXISTING CONDUIT - UPN	0 L.F.
IN NEW CONDUIT	6225 L.F.
ON AERIAL POLES	0 L.F.
1-1/4" SCH 13.5 HDPE CONDUIT	5400 L.F.
36" X 24" X 36" HANDHOLE	5
3' X 3' X 3' MANHOLE	0
TYCO 450B SPLICE CASE & 8' GROUND ROD - UNDERGROUND	1
TYCO 450B SPLICE CASE & 8' GROUND ROD - AERIAL	0
PANEL	0
SPLICING	AMOUNT
LOCATIONS	xx
BURNS	xx
ROAD/SIDE WALK REPAIR	AMOUNT
SIDEWALK - CONCRETE	0 SQ. FT
STREET - CONCRETE	0 SQ. FT
STREET - ASPHALT	0 SQ. FT
OTHER	0 SQ. FT
OTHER	AMOUNT
CORE DRILL EXISTING UPN MANHOLE	0
RUNNING LINE	
SUPPORT STRUCTURE	AMOUNT
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 3 CONDUITS	0 L.F.
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 2 CONDUITS	0 L.F.
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 1 CONDUIT	5400 L.F.
EXISTING CONDUIT - UPN	0 L.F.
INTERIOR PLANT	260 L.F.
AERIAL PLANT	0 L.F.

PERMIT TRACKING

TRACKING #	ENTITY	TYPE	PERMIT #	STATUS
915	CITY OF GRINNELL	RIGHT OF WAY PERMIT		

ISSUE SUMMARY

REV.	DESCRIPTION	SHEETS
A	ISSUED FOR REVIEW 12-28-2015	ALL
XXX	XXX	XXX

SHEET INDEX

SHEET	SHEET DESCRIPTION
Overview	GRINNELL RTR - OVERVIEW - 4 PAGES
GRTR 01-07	GRINNELL RTR - FIBER ROUTE - 7 PAGES
XXX	XXX



6000 GRAND AVENUE
 DES MOINES, IOWA 50312
 (515) 274-9611



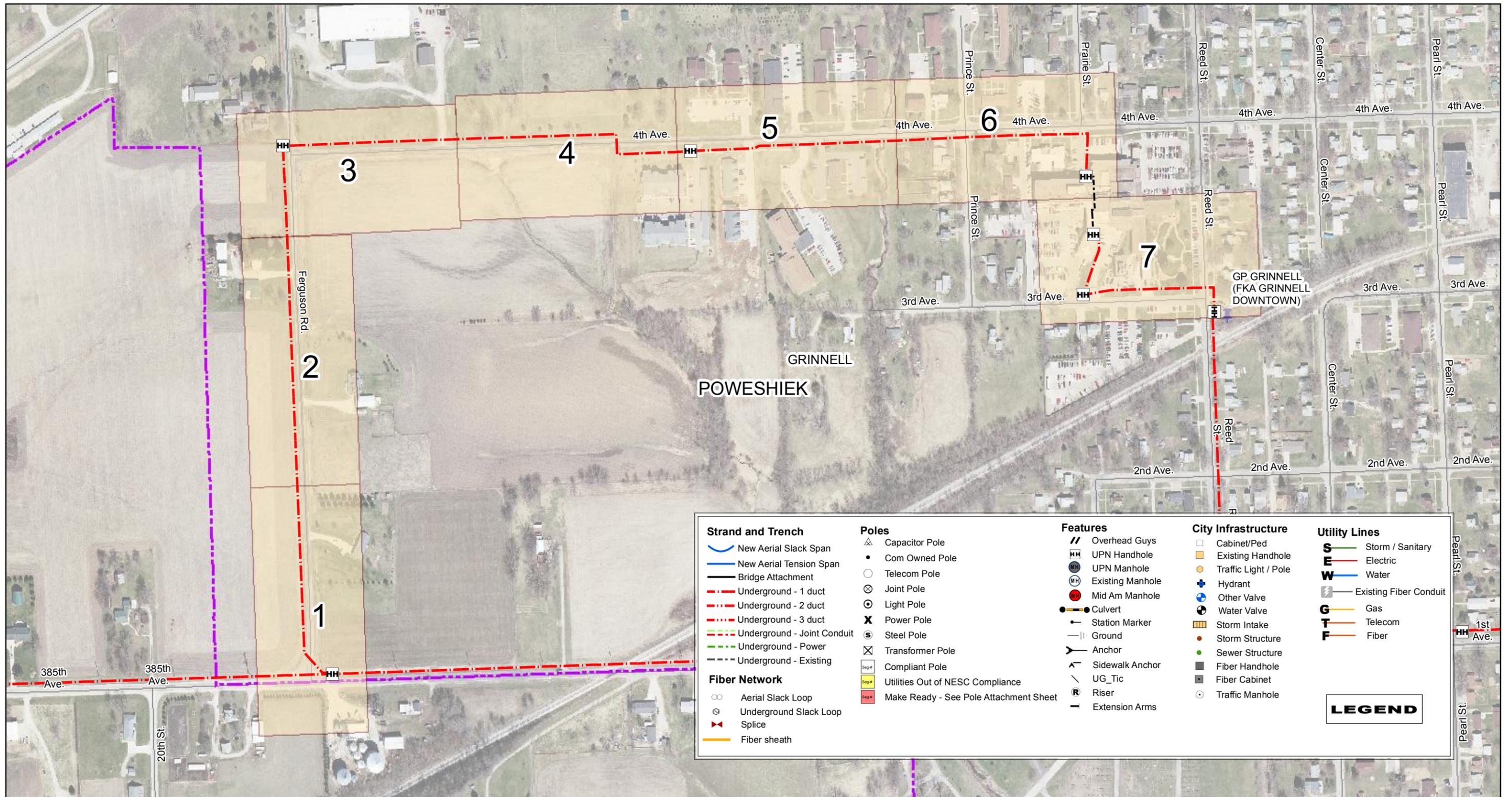
120 SOUTH STEWART ROAD
 LIBERTY, MO 64068
 (866) 813-3608

REVISIONS	DATE	BY
REV A	12-28-2015	SMK

GRINNELL, IOWA
 POWASHIEK COUNTY
 GRINNELL RTR
 GENERAL NOTES

GENERAL NOTES

SHEET # GENERAL NOTES
 DATE: 12-28-2015
 SCALE: NO SCALE
 DRAWN BY: SMK CHECKED BY: CLG



6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



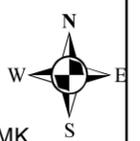
120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

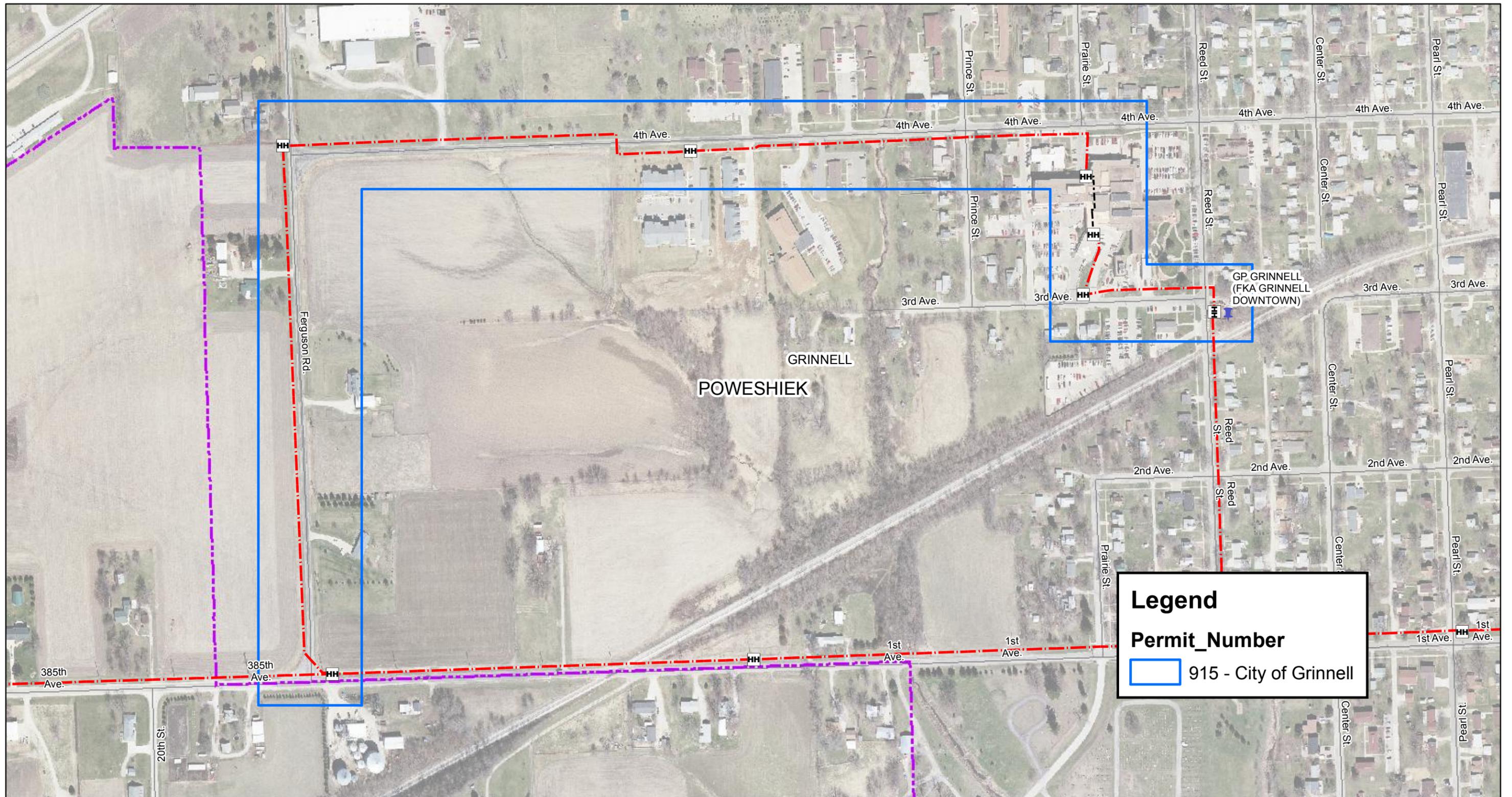
REVISIONS	DATE	BY
REV A	12-28-2015	SMK

Grinnell Poweshiek County Grinnell RTR Overview

Overview Grinnell RTR

Printed: Dec 28, 2015
Scale: 1" = 300'
Drawn By: SMK Checked By: SMK





Legend

Permit_Number

915 - City of Grinnell



6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

REVISIONS	DATE	BY
REV A	12-28-2015	SMK

Grinnell
Poweshiek County
Grinnell RTR
Permit Boundary

Permit Boundary

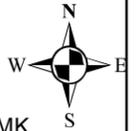
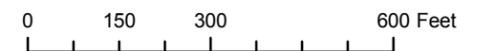
Grinnell RTR

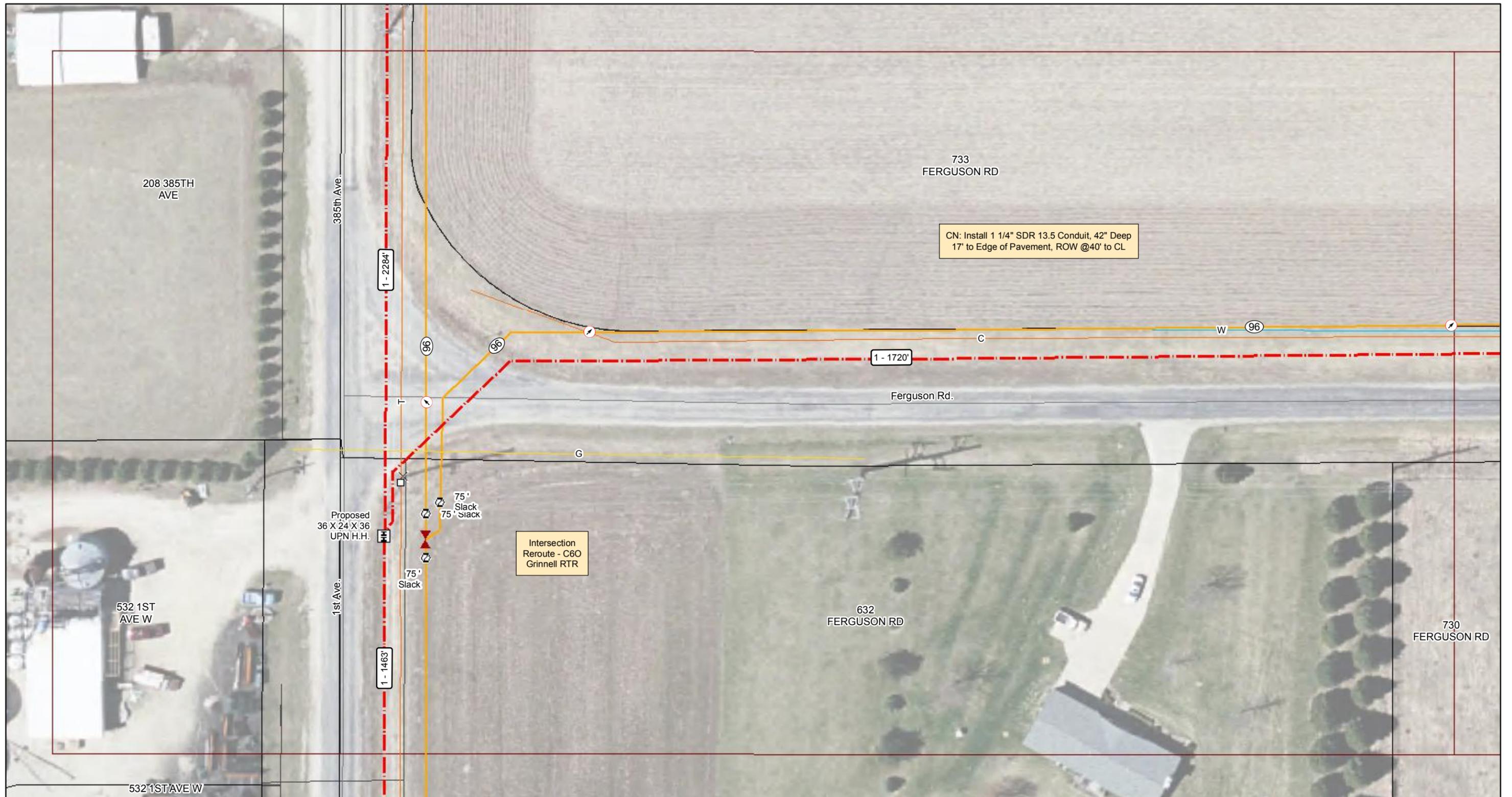
Printed: Dec 28, 2015

Scale: 1" = 300'

Drawn By: SMK

Checked By: SMK





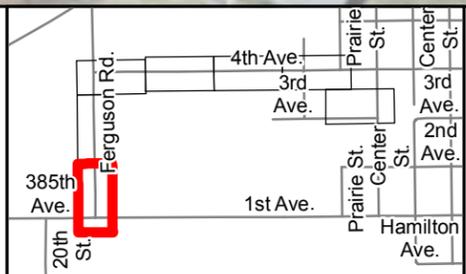
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

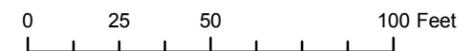
REVISIONS	DATE	BY
REV A	12-28-2015	SMK

Grinnell Poweshiek County Grinnell RTR Construction Plans



Grinnell RTR Sheet 1 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





CN: Install 1 1/4" SDR 13.5 Conduit, 42" Deep
17' to Edge of Pavement, ROW @40' to CL

1 - 1720'

Ferguson Rd.

730 FERGUSON RD



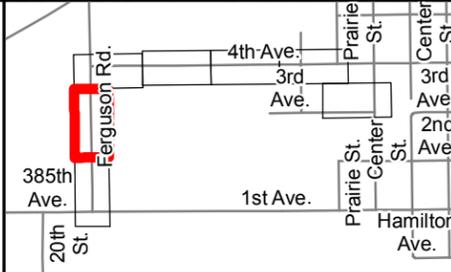
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

REVISIONS	DATE	BY
REV A	12-28-2015	SMK

Grinnell
Poweshiek County
Grinnell RTR
Construction Plans



Grinnell RTR
Sheet 2 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





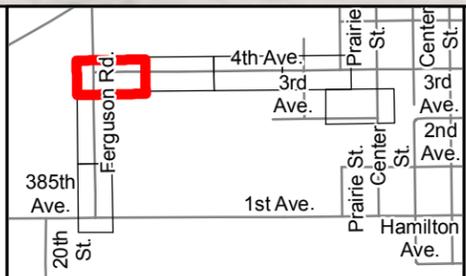
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

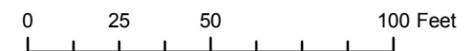
REVISIONS	DATE	BY
REV A	12-28-2015	SMK

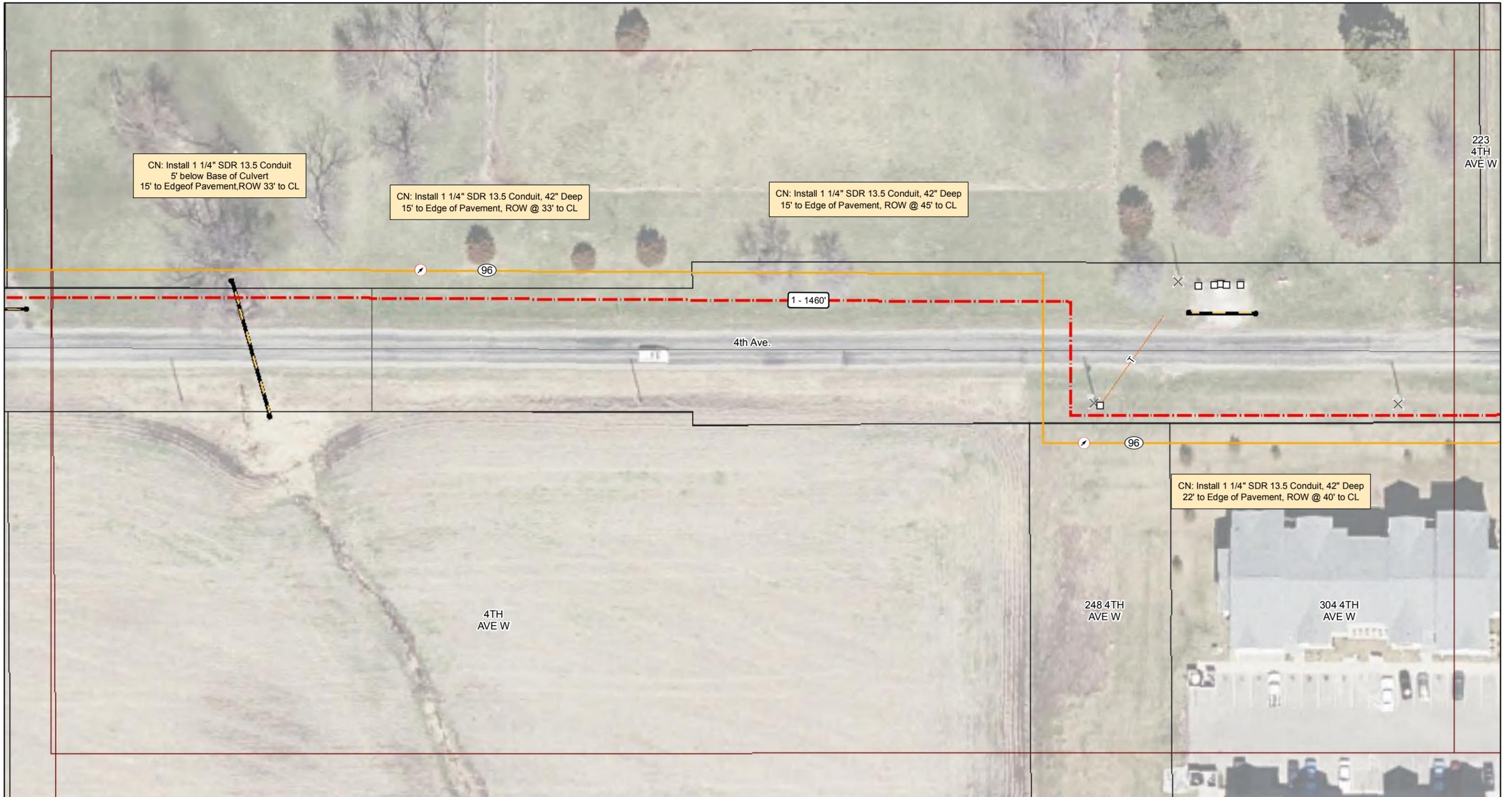
Grinnell Poweshiek County Grinnell RTR Construction Plans



Grinnell RTR
Sheet 3 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





223
4TH
AVE W

CN: Install 1 1/4" SDR 13.5 Conduit
5' below Base of Culvert
15' to Edge of Pavement, ROW 33' to CL

CN: Install 1 1/4" SDR 13.5 Conduit, 42" Deep
15' to Edge of Pavement, ROW @ 33' to CL

CN: Install 1 1/4" SDR 13.5 Conduit, 42" Deep
15' to Edge of Pavement, ROW @ 45' to CL

CN: Install 1 1/4" SDR 13.5 Conduit, 42" Deep
22' to Edge of Pavement, ROW @ 40' to CL

4TH
AVE W

248 4TH
AVE W

304 4TH
AVE W



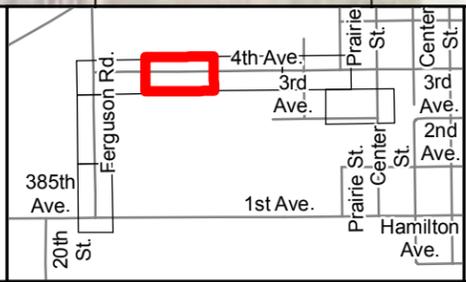
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

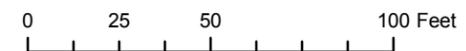
REVISIONS	DATE	BY
REVA	12-28-2015	SMK

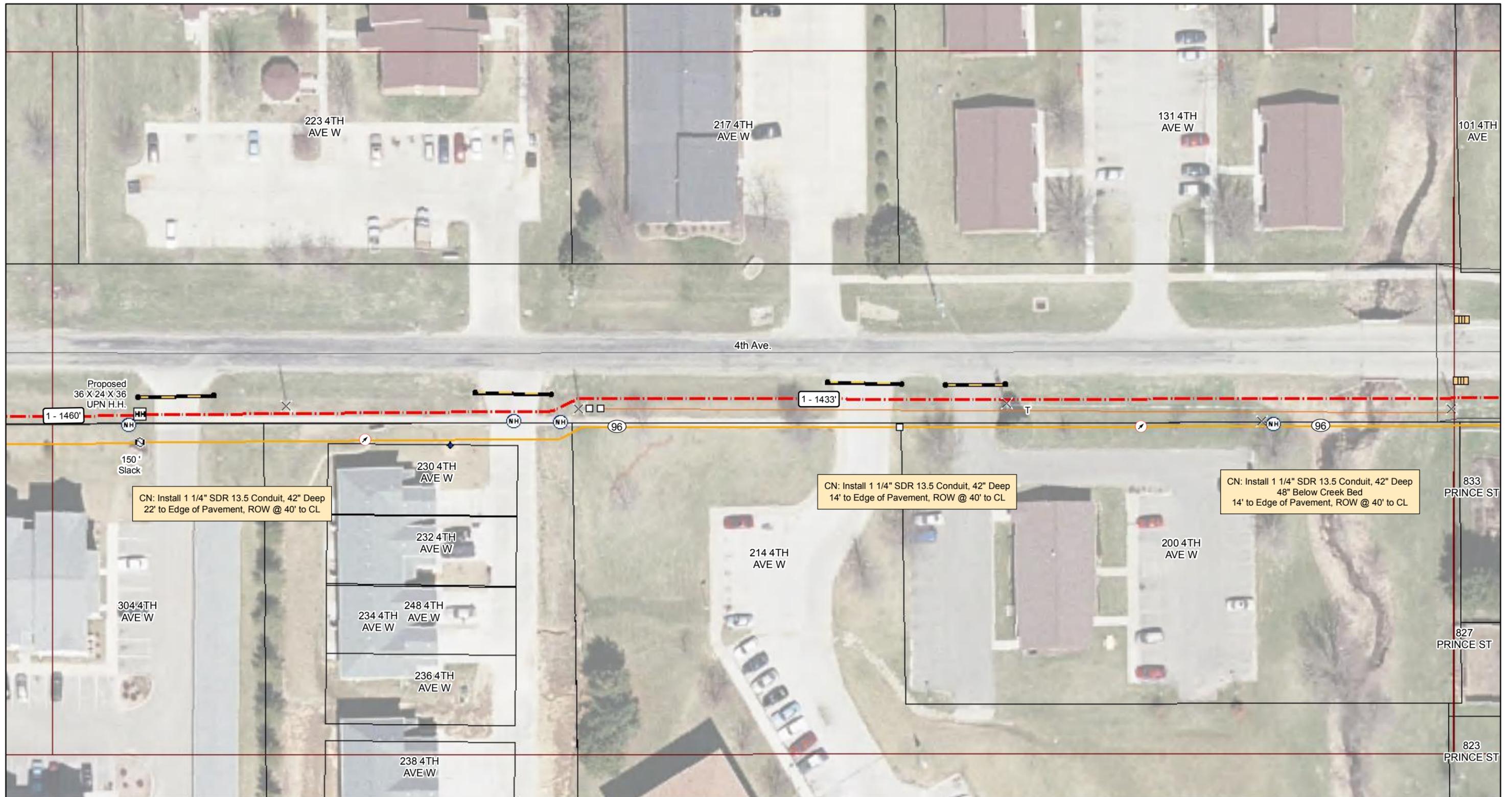
Grinnell
Poweshiek County
Grinnell RTR
Construction Plans



Grinnell RTR
Sheet 4 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

REVISIONS

REV A

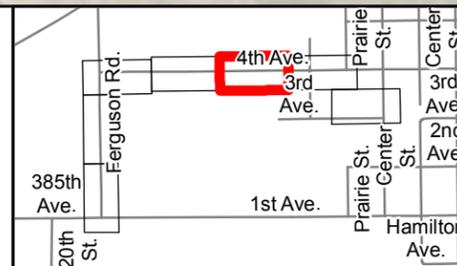
DATE

12-28-2015

BY

SMK

Grinnell
Poweshiek County
Grinnell RTR
Construction Plans



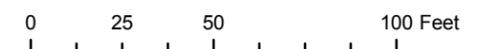
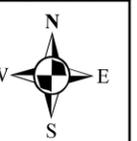
Grinnell RTR
Sheet 5 of 7

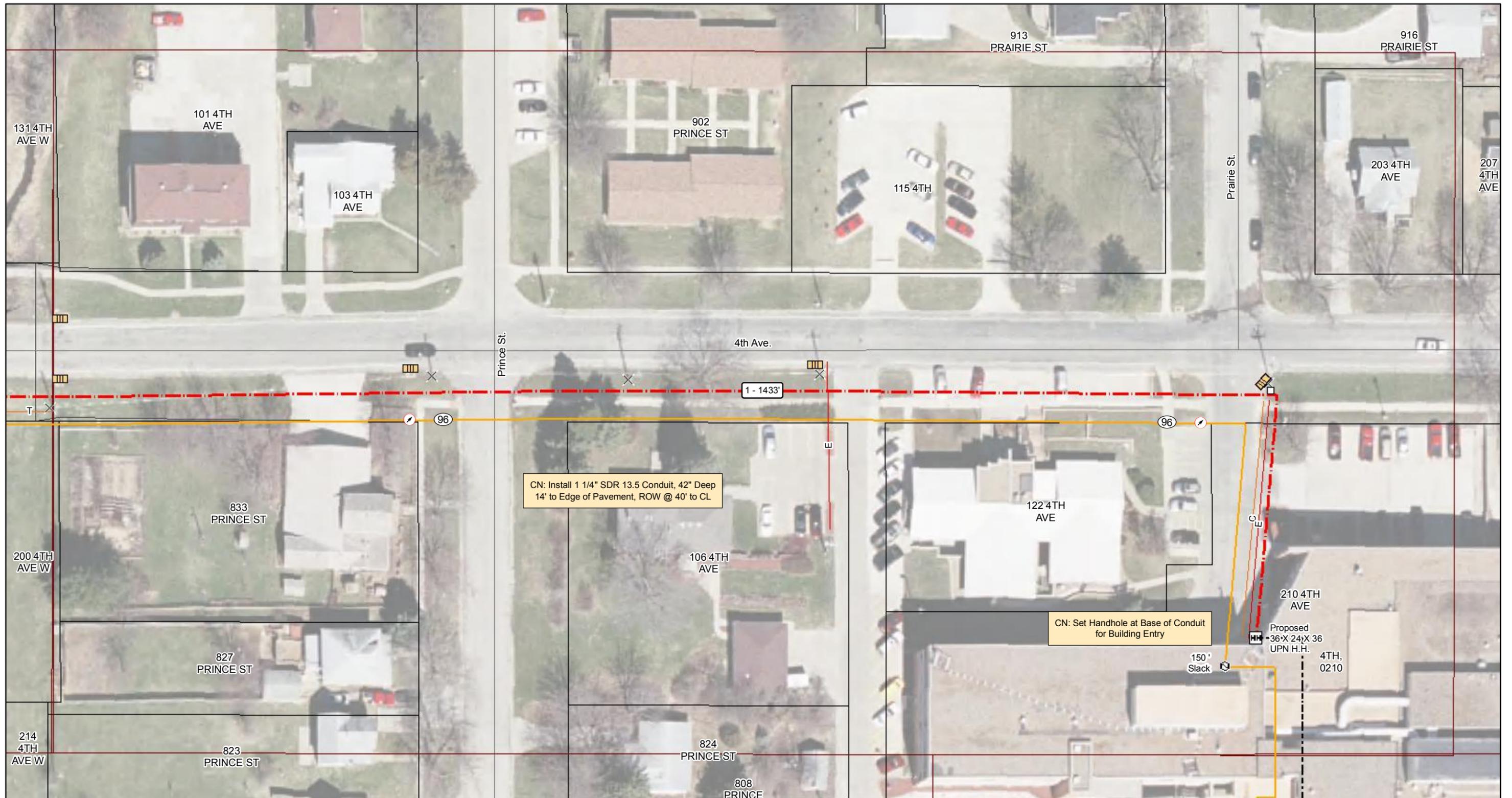
Printed: Dec 28, 2015

Scale: 1" = 50'

Drawn By: SMK

Checked By: SMK





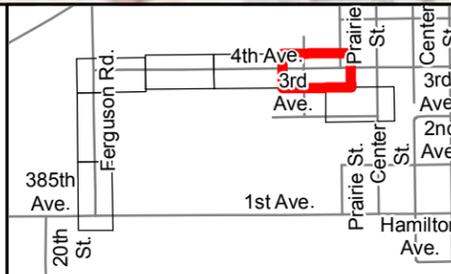
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

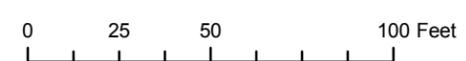
REVISIONS	DATE	BY
REV A	12-28-2015	SMK

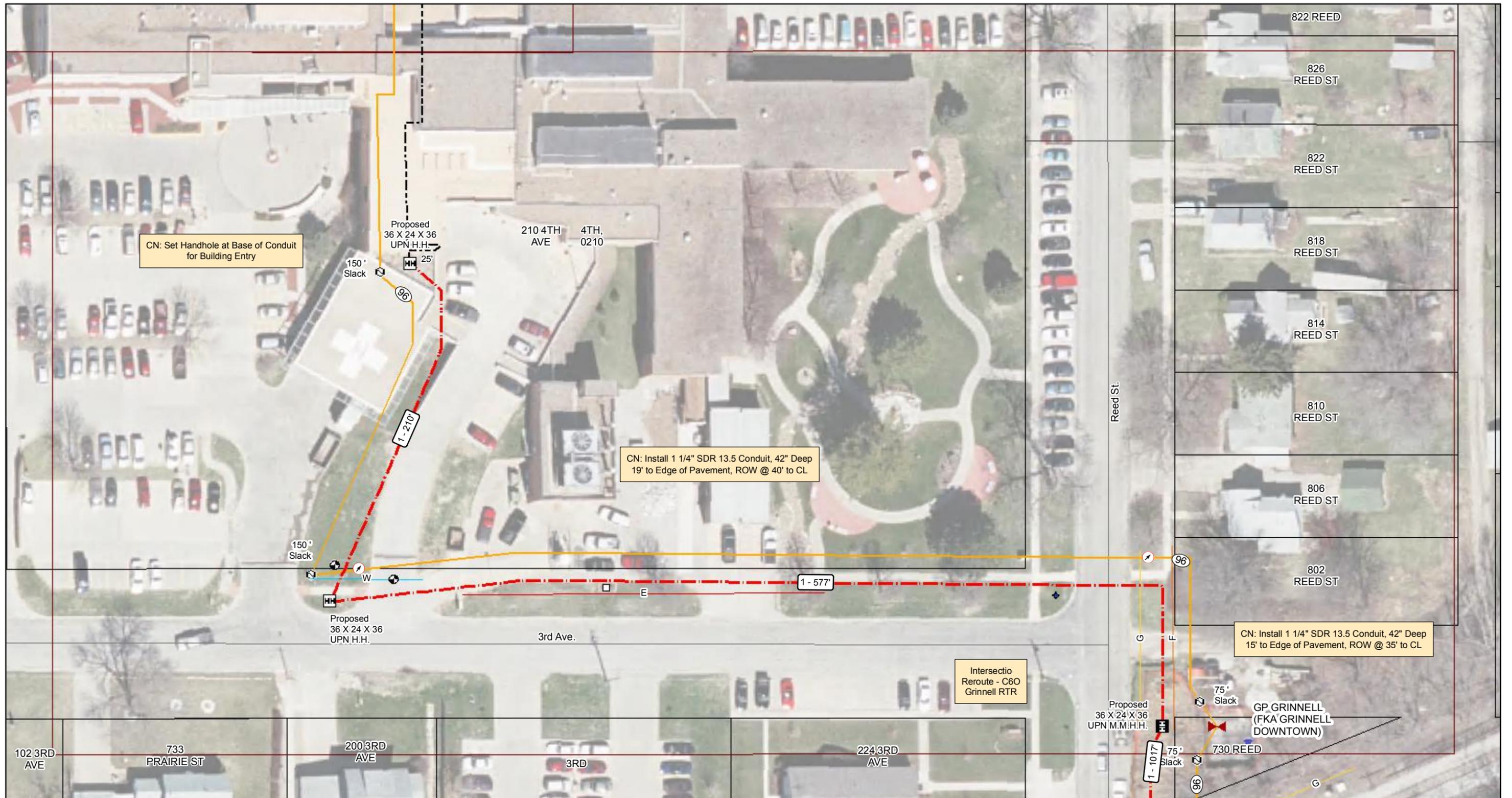
Grinnell Poweshiek County Grinnell RTR Construction Plans



Grinnell RTR
Sheet 6 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





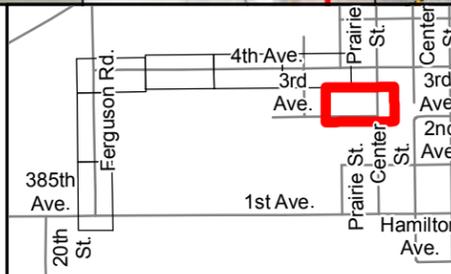
6000 GRAND AVENUE
DES MOINES, IA 50312
(515) 274-9611



120 SOUTH STEWART ROAD
LIBERTY, MO 64068
(866) 813-3608

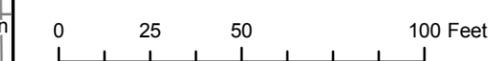
REVISIONS	DATE	BY
REV A	12-28-2015	SMK

Grinnell Poweshiek County Grinnell RTR Construction Plans



Grinnell RTR Sheet 7 of 7

Printed: Dec 28, 2015
Scale: 1" = 50'
Drawn By: SMK Checked By: SMK





GRINNELL CHRISTIAN CHURCH

2/1/2016

1331 Hobart St.
Grinnell, IA 50112
641-236-5667
office@grinnell.cc
www.grinnell.cc

Brandon Bradley
Lead Follower

Scott Surovec
Discipleship Minister

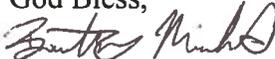
Brittany Michels
Student Minister

To Whom It May Concern:

I would like to request a road be closed concerning public safety for an evening event we are planning. We will be putting on our vacation bible school event this June 15th-17th. On the 17th of June we will be having our closing program. At this closing program we will be having activities outside and we will have around 300-400 people attend with their children.

I am asking that 9th Ave. between Summer and Hobart St. be closed off on June 17th from 4pm-9pm. The houses on that street have an alleyway in which they can still have access to their homes. Again, this is for the safety of the children and people who will be in attendance at this evening event. Thank you very much for listening to our request.

God Bless,


Brittany Michels



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, FEBRUARY 1, 2016 AT 7:00 A.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Wray (Chair), White, Hansen. Also present were Mayor Canfield, Michael Maloney, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Continuation of Budget FY 17 discussion.

White made the motion, second by Hansen to recommend approval of Chief Reilly's command staff wage proposal for the FY17 budget. AYES: 3-0. Motion carried.

2. The city's finance advisor Michael Maloney of D.A. Davidson provided an update on the proposed G.O. bonding for the Central Park, Highway 146N, Street Projects and Wastewater Treatment Plant. No official action was taken.

INQUIRIES: None.

The meeting was adjourned at 8:30 a.m.

JO WRAY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, FEBRUARY 1, 2016 AT 3:45 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: White (Chair), Hueftle-Worley. **Absent:** Burnell. Also present were Mayor Canfield, Dennis Reilly, Dan Sicard, Duane Neff, Jan Anderson, Brad Schutt, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. The committee took no action on the request from Darren Peak to shoot a movie scene in Grinnell.
2. Hueftle-Worley made the motion, second by White to recommend denial of the request from Rotary Club to remove flag pole from Public Safety building and place at Drake Community Library. AYES: 2-0. Motion carried.
3. The committee discussed potential traffic calming measures for the Highway 146 N construction project i.e. temporary stop for the east and west traffic on 7th and 9th at Main Street; on street parking for 7th, 8th and 9th Avenue and 10th between Highway 146 and Main Street for one side only; increased patrol activity on Penrose along with additional 25 mph speed limit signs and a possible embargo or weight limit restriction for 16th Avenue East of Highway 146 which excludes farm equipment.
4. The committee briefly discussed police operations. No official action was necessary.

INQUIRIES: None.

The meeting was adjourned at 4:10 p.m.

JIM WHITE, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, FEBRUARY 1, 2016 AT 4:30 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER

MINUTES

PRESENT: Hueftle-Worley (Chair), Wray and Bly. Also present were Mayor Canfield, Jan Anderson, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Wray made the motion, second by Hueftle-Worley to recommend setting the public hearing on the Westside Sanitary Sewer Project and directing clerk to publish notice. AYES: 3-0. Motion carried.
2. Wray made the motion, second by Bly to recommend setting public hearing date on the Central Business District Phase 5 and directing clerk to publish notice. AYES: 3-0. Motion carried.
3. Bly made the motion, second by Wray to recommend approval of Resolution No. 2016-12 - Resolution authorizing payment of contractor's pay request No. 4 in the amount of \$1,101.99 to Jasper Construction Service, Inc. of Newton, Iowa for the Sunset Street Paving Project. AYES: 3-0. Motion carried.
4. Wray made the motion, second by Bly to recommend approval of Resolution No. 2016-13 - Resolution accepting work for Sunset Street Paving Improvement Project with final project cost of \$243,762.11 and final retainage payment of \$12,188.11 due after 30 days. AYES: 3-0. Motion carried.
5. Bly made the motion, second by Wray to recommend approval of Resolution No. 2016-14 - Resolution authorizing payment of contractor's pay request No. 7 in the amount of \$810.92 to Jasper Construction Service, Inc. of Newton, Iowa for the Highway 6 Underpass. AYES: 3-0. Motion carried.
6. Wray made the motion, second by Bly to recommend approval of Resolution No. 2016-15 - Resolution approving professional services agreement with Terracon Consultants, Inc. for geotechnical engineering services for the Central Park Improvement Project. AYES: 3-0. Motion carried.
7. There was no action taken on the request for an additional street light.

INQUIRIES: None.

The meeting was declared adjourned at 4:37 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST: _____
P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, FEBRUARY 1, 2016 AT 5:15 PM
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Bly (Chair), Hansen. **Absent:** Burnell. Also present were Mayor Canfield, Jo Wray, Jim White, Byron Hueftle-Worley, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Hansen made the motion, second Bly to approve the second reading and waive the third reading of an ordinance for the division of revenues under Iowa Code Section 403.19 for Amendment No. 7 to the Grinnell Urban Renewal Plan. **AYES:** 2-0. Motion carried.

INQUIRIES: None.

The meeting was declared adjourned at 5:25 p.m.

RACHEL BLY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



Grinnell PARKS AND RECREATIONS BOARD meeting
MONDAY, JANUARY 11, 2016 AT 7:00 P.M.
GRINNELL ATHLETIC & RECREATION CENTER

Minutes

ROLE CALL: Liz Queathem, Kama Small, Jean Reavis, Ralph Eyberg, Dave Popp and Kelly Rose.
Guests: Ann Buchmeier

APPROVE AGENDA: At 7:07pm Queathem motioned to approve the agenda and Reavis seconded the motion.

APPROVE MEETING MINUTES: Reavis motioned that we approve the December 14, 2015 meeting minutes and Eyberg seconded it.

OLD BUSINESS:

1. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2015-2016 fiscal year
 - **Central Park - Spriggs / Small / Molison** - Fundraising continues. RDG hosted a work session on Thursday, January 7 to discuss the stage area, gazebo and the historical aspect of the park.
 - **Parks and Cemetery Vegetation - Eyberg** –
 - **Dog Park - Queathem / Reavis / Walters / Eyberg / Molison** –nothing to report
 - **Bailey Park - Walters** – Nothing to report. Fundraising is ongoing with a grant application to Tony Hawk to be submitted soon.
2. Park Improvement Fund – initial goal has been reached. Projects are being completed
 - Aquatic Center Shed – DONE
 - West Merrill Ball Diamond Shed – DONE
 - Park Entrance Signs - DONE
 - Lions Park Parking Lot – DONE
 - Summer Street Natural Playscape – Done
 - Summer Street Recreational Trail – Done – working on finish up dirt work around trail
 - West Merrill Restroom Renovation – phase 1 DONE. Phase 2 will take place this fall/winter. Demo of restrooms will come first then Germans can begin to install fixtures.
 - Miller Park Playground Equipment – DONE
 - Arbor Lake South Side Trail – Schoons to finish up by adding more drainage and rock
 - Pet Drinking Fountain–West Merrill-DONE. Working on Arbor Lake location now
 - Bailey Park Shelter painting – DONE
 - Bailey Park renovation –Fundraising underway.
3. Merrill Park stone sign - This will be a spring project.
4. Memorial donations – Have wording in place for all future memorials to the Parks. Molison and Rose working on.
5. Land donation – Ed Sheer came back to Rose’s office on December 15th to let us know that the college does not want to tend to the grounds if the City of Grinnell took over the property. Rose and Popp will look into how much property is currently owned by the City of Grinnell that is already open land for natural plantings. Also need to look at what additional expenses and hours would be taken on if the property was acquired. Along with the stipulations that Sheer would also request for the property. Rose and Popp will present at February meeting and the board will decide if they are ready to vote on the land donation.

NEW BUSINESS:

1. Bike work station – Imagine Grinnell would like to install two bike work stations where bike repairs can be made. One at Arbor Lake and one at the Grinnell Mutual Family Aquatic Center. Rose requested

additional information but none was returned before the meeting. Queathem will help us look into answering those questions and presenting at the February meeting.

2. Sidewalks to connect West Merrill and East Merrill Park – With the construction of Hwy 146 the year, now might be the time to run sidewalk on the North side of 11th Ave starting at the intersection of Hwy 146 and 11th Ave and run East to connect to the existing sidewalk by the East Shelter House and even run along Park Street in front of the side street parking all the way to the North property line of East Merrill Park. Rose and Popp discussed the project and that a few parking stalls will be removed at the West end of 11th Ave to accommodate the new bump outs for the sidewalks at the corners of 11th Ave and Hwy 146. Sidewalk along the South side 8th Ave at Bailey Park would allow the Aquatic Center and Bailey Park to connect. Rose and Popp will provide maps with the potential sidewalks at the next meeting to present to the board members.
3. Bike Racks – Imagine Grinnell has received money from Grinnell College for 3 bike racks to be installed. Rose stated that money will be put into the Park Improvement fund from Imagine Grinnell for the purchase of three bikes racks and the installation of them. One rack would be going in at Summer Street Park, another one at the Community Garden at Miller Park and a third location yet to be determined. This will be a spring project.

NOTES:

INQUIRES: Guest Ann Buchmeier had some questions about Central Park and the current plans.

ADJOURN: Queathem made the motion at 8:12pm to adjourn the meeting and Eyberg seconded.

Parks and Recreation Director
Kelly M Johnson Rose

MINUTES OF THE GRINNELL HUMAN RIGHTS COMMISSION

The Grinnell Human Rights Commission met on Tuesday, December 8, 2015, at 4:30 p.m. in the Drake Community Library. The meeting was called to order by Dave Thompson - Chair. Also present were: Don Schild and Steve Briscoe. Dewey Meyer passed away in October and Tim Hammond had a work conflict. Newly appointed Member, Karla Erickson, has indicated that she is resigning, therefore we have three vacancies on the Commission, although we did have a quorum of the four existing members.

Number of Commission Members - In light of the recent difficulty in obtaining qualified Commissioners, (and the fact that the two most recently appointed Commissioners both resigned within a few months of being appointed) and knowing that the City is considering reducing the size of the Commission, there was a general consensus that a reduction to five members would seem to be in order. Of course the real push in addition to getting qualified members is getting qualified members considering the Commission having a geographical and gender balance. At the same time, having people who are willing to be on the Commission that are unable to attend or serve does no one any good. Members should be willing to stay on the Commission for more than one year. The Commissioners moved and seconded the motion to reduce the size of the Commission to five members. Motion carried.

Number of Meetings Per Year - Something that has been talked about for some time is the value of having monthly meetings. It was again the consensus that quarterly meetings would be certainly sufficient with the understanding that the Commission would meet any time there is an inquiry or complaint. The Commissioners moved and seconded the motion to have quarterly meetings. Motion carried.

Report to City Council - Because there has been some activity this year because of the above-mentioned matters and an interpretation of the City Code, Don Schild indicated that he would indeed file an Annual Report with the City Council.

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



Donald L. Schild, Secretary
Dated: December 8, 2015

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: JANUARY 2016

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
GENERAL FUNDS				
001-GENERAL FUND	400,248.80	108,662.79	257,192.00	251,719.59
003-LIBRARY - GENERAL FUND	416.06	62,863.81	63,279.87	0.00
004-COMM CTR RES - GENERAL	287,686.04	137.27	0.00	287,823.31
009-SPORTS AUTHORITY	64,819.35	30.68	500.00	64,350.03
010-BUILDING & PLANNING - GEN	250,089.95	8,459.49	13,255.39	245,294.05
011-UTILITY FRANCHISE - GEN	0.00	36,660.62	0.00	36,660.62
102 - FORBES FUND - GENERAL	13,894.10	11.34	0.00	13,905.44
103 - LIBRARY FUND STATE - GENERAL	5,338.39	0.00	522.71	4,815.68
104 - STAYING WELL - GENERAL	5,613.09	0.00	800.00	4,813.09
105 - RENAISSANCE - GEN	66,664.10	31.81	0.00	66,695.91
107 - PLANTINGS - GEN	9,993.18	0.00	0.00	9,993.18
108 - TREE FUND - GEN	3,220.00	0.00	0.00	3,220.00
109 - PENSION - GEN	120,495.22	57.50	0.00	120,552.72
130-CDBG HSG GRANT 01 - GEN	9,957.23	0.00	0.00	9,957.23
TOTAL GENERAL FUNDS	1,238,435.51	216,915.31	335,549.97	1,119,800.85
SPECIAL REVENUE FUNDS				
110-ROAD USE FUND - SPEC REV	563,680.70	82,899.71	45,586.76	600,993.65
112-T&A EMP BEN- SPEC REV	596,385.18	11,513.47	113,543.01	494,355.64
121-LOCAL OPTION SALES TAX	775,403.36	84,237.56	91,680.00	767,960.92
133-T-A RES UNEMP - SPEC REV	24,951.40	11.90	0.00	24,963.30
136-INSURANCE DED -SPEC REV	67,303.55	32.11	0.00	67,335.66
138-MED INS RESERVE - SPEC RV	165,406.41	10,932.34	19,272.62	157,066.13
140-HEALTH INS ESC-SPEC REV	9,790.58	0.00	0.00	9,790.58
145-HOTEL/MOTEL TAX - SPC REV	212,130.25	83.15	37,860.61	174,352.79
167-LIBRARY GIFTS - SPEC REV	179,890.80	755.44	78.90	180,567.34
490-FIRE EQMT REP FUND - SP R	299,782.23	143.04	0.00	299,925.27
491-GEN EQMT REP FUND- SP RV	435,890.70	207.99	0.00	436,098.69
492-WA EQMT REV FUND - SP RV	139,043.45	0.00	205,021.00	(65,977.55)
493-SW EQMT REV FUND- SP RV	209,737.64	100.06	0.00	209,837.70
494-SAN EQMT REP FUND-SP RV	440,502.65	210.19	0.00	440,712.84
496-WATER TOWER RES	7,431.75	3.55	0.00	7,435.30
497-ADMIN - BLDG FUND	0.00	0.00	0.00	0.00
498-OFFICE EQMT REP FD - SR	52,156.35	24.89	0.00	52,181.24
499-REC EQMT REP FD- SP RV	9,307.66	4.44	0.00	9,312.10
TOTAL SPECIAL REVENUE FUNDS	4,188,794.66	191,159.84	513,042.90	3,866,911.60
TAX INCREMENT FINANCING FUNDS				
125-URBAN REN - TIF SPEC REV	139,169.16	8,588.61	89,658.00	58,099.77
TOTAL TIF FUNDS	139,169.16	8,588.61	89,658.00	58,099.77
DEBT SERVICE FUNDS				
200-DEBT SERV - SPEC REV	651,064.17	185,073.06	0.00	836,137.23
TOTAL DEBT SERVICE FUNDS	651,064.17	185,073.06	0.00	836,137.23

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: JANUARY 2016

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
CAPITAL PROJECT FUNDS				
309 - GMRC RISE PROJECT	(4,596.50)	0.00	0.00	(4,596.50)
310-CENTRAL PARK PROJECT	86,581.54	35.08	13,068.91	73,547.71
312 LIBRARY BLDG PROJ CP	0.00	0.00	0.00	0.00
313-ITM MUSEUM DOT PROJ CP	43,870.39	0.00	446.50	43,423.89
350-AIRPORT DEVELOPMENT	41,837.17	19.96	0.00	41,857.13
362-HWY 146 NORTH	91,852.03	31.36	26,129.95	65,753.44
364 - CBDG FAÇADE IMP	408,223.46	23,636.97	0.00	431,860.43
365-CLNS FY 15-16	74,551.13	0.00	1,833.23	72,717.90
367-CLNS FY 13-14	0.00	0.00	0.00	0.00
368-CLNS FY 14-15	94.20	0.00	0.00	94.20
369-REINVESTMENT PROJECT	(12,122.96)	0.00	0.00	(12,122.96)
370 - POOL & LIONS PARK PROJECT	0.00	0.00	0.00	0.00
371 WATER TOWER PROJECT	150,069.45	71.61	0.00	150,141.06
372-BIKE TRAIL PROJECT	12,920.27	6.17	0.00	12,926.44
373 - 8TH AVENUE ST CONST IMP	9,587.09	4.41	352.05	9,239.45
374 - HWY 146 & I80 SIGNAL IMP	(149,145.59)	0.00	113,751.77	(262,897.36)
375-I-80 INTERCHANGE PROJECT	(27,904.49)	0.00	0.00	(27,904.49)
376-CBD PROJECTS	5,866.07	2.80	0.00	5,868.87
377-BROWNELL'S - I-80 PROJECT	0.50	0.00	0.00	0.50
378 - WW TRMT PLAN PROJECT	270,056.26	118.18	22,385.64	247,788.80
380 - SUNSET ST IMP PROJECT	(65,355.28)	0.00	0.00	(65,355.28)
381 - CBD PHASE 5	(37,625.09)	0.00	26,266.38	(63,891.47)
CAPITAL PROJECT FUNDS	898,759.65	23,926.54	204,234.43	718,451.76
PERMANENT FUNDS				
500-PERP CARE FD - PERMANENT	511,430.72	106.96	0.00	511,537.68
TOTAL PERMANENT FUNDS	511,430.72	106.96	0.00	511,537.68
PROPRIETARY FUNDS				
141-WATER DEP FUND - PROP	85,010.34	1,350.00	0.00	86,360.34
610-WATER FUND	372,581.95	120,323.05	64,395.95	428,509.05
611-WATER REV SINKING FUND	0.00	0.00	0.00	0.00
612-WATER BOND RESERVE	0.00	0.00	0.00	0.00
613-WA IMP FUND	0.00	0.00	0.00	0.00
620-SEWER OPERATION AND MAINT	1,530,612.00	132,833.21	186,030.34	1,477,414.87
621-SEWER SINKING FUND	0.00	0.00	0.00	0.00
622-SEWER BOND RESERVE	0.00	0.00	0.00	0.00
630-STORM SEWER FUND	666,060.82	20,942.25	44,455.35	642,547.72
670-SOLID WASTE	552,278.52	75,377.17	70,826.27	556,829.42
TOTAL PROPRIETARY FUNDS	3,206,543.63	350,825.68	365,707.91	3,191,661.40
TOTAL FUND BALANCES	10,834,197.50	976,596.00	1,508,193.21	10,302,600.29

GRINNELL POLICE DEPARTMENT 2015 ANNUAL REPORT



12th Annual Grinnell Shop with a Cop



MISSION

To protect and serve the community of Grinnell, providing a peaceful and safe existence, free from fear and with democratic values applied equally to all citizens.

Dennis M. Reilly
Chief of Police

**GRINNELL POLICE DEPARTMENT
CITY OF GRINNELL, IOWA**

FROM: Dennis Reilly, Chief of Police

DATE: January 27, 2016

TO: Honorable Mayor Gordon Canfield
Honorable City Council
Russell L. Behrens, City Manager
P. Kay Cmelik, City Clerk
Citizens of the City of Grinnell
Members of the Grinnell Police Department

SUBJECT: Grinnell Police Department 2015 Annual Report

It continues to be an extreme honor and privilege that I present to the citizens of Grinnell, the Grinnell governing body and members of the department, the Grinnell Police Department's annual report. While reviewing this report, please keep in mind that the professional activities performed by this department would not be possible without the continued efforts of its members.

This report details the numerous activities of the department, and includes materials such as crime statistics and the initiatives that we utilize to deal with criminal activity. This report also provides an opportunity for the public to see the various roles that the Police Department plays, and what activities we are engaging in to protect the public while continually striving to maintain an open and professional relationship with the people that we serve.

This report will provide the reader with a summary of the following aspects and activities of the Grinnell Police Department: Current staffing levels and duties; Calls for Service and Investigations; Traffic Safety; Reserve Police Officers; Training; Crime Prevention and School Based Activities. With a change in records management providers during the year, there is the potential for a 10-15% statistical differential.

STAFFING:

The Grinnell Police Department is currently staffed with 17 employees (15 sworn police officers and 2 civilian employees). We are also very privileged to have the services of a Reserve Officer. Of the 15 sworn, there is one (1) Chief of Police, one (1) Captain, three (3) Sergeants and ten (10) Police Officers.

The following is an overview of our staffing assignments:

Chief – Chief Executive of the Grinnell Police Department who serves as the final department authority in all matters of policy, operations and discipline.

Captain- Represents the second highest level of command within the Police Department and falls under the immediate command and direction of the Chief of Police. The Captain is responsible for the administration and/or oversight of department operations, Internal Affairs, Public Information Officer, Quartermaster, training, scheduling, jail administration, Property & Evidence operations, and Special Events.

Sergeant (3)

- **(1) Dayshift** – In addition to being responsible for first line supervision of officers assigned to the day tour, the dayshift sergeant also serves as our Investigations Commander and arson investigator, Law Enforcement Intelligence Network liaison, Field Training Officer and Reserve Instructor.
- **(2) Nightshift** – In addition to our two night shift sergeants being responsible for first line supervision of officers assigned to the night tour, their collateral duties include: Field Training program coordination; Information Technology; Arson investigation; Reserve Officer program; Traffic; tobacco and alcoholic beverage compliance

Patrol Officers- Ten (10) assigned to 12-hour patrol shifts

- In addition to their primary responsibility of patrol operations, all patrol officers have collateral duties that include, but are not limited to: firearms training; defensive tactics; vehicle maintenance; vehicle nuisance abatement; Crime Prevention, community activities and school based programs, bike patrol and animal control coordination.

Investigator

- In addition to his responsibilities as a dayshift patrol officer, our criminal investigator is responsible for the investigation of criminal activity, to include narcotics, and processing of crime scenes.

Civilians (2)

- **Administrative Assistant** – Responsible for assisting department administration with various office management tasks, to include: accounts payable and receivables; payroll; time accrual tracking and correspondence. The Administrative Assistant is also responsible for management of the Property & Evidence function.
- **Dictation Clerk** – Responsible for various typing assignments, to include incident reports for officers, as well as computer data entry. The Dictation Clerk is also responsible for the management and submission of the Uniform Crime Report.

CALLS FOR SERVICE AND INVESTIGATIONS:

In 2015 we continued to experience criminal activity that requires a great deal of attention and expertise on the part of our officers. The statistical portion of this report was primarily generated from our computer system that is shared with the Poweshiek County Sheriff's Office. On July 1, 2015 we began utilizing a new records management system called Zuercher Technologies. With the implementation of this system, officers now have access to department records while on patrol. This access includes the ability to: perform name and address searches, complete reports and review calls for service. This system has also provided the department with the opportunity to go virtually paperless as it relates to reports and documents associated with investigations.

In 2015 our officers responded to, or initiated, 7,747 calls for service, which is a 36% increase from 2014. These calls for service include, but are not limited to: reports of criminal activity; motor vehicle crashes; assists to other agencies; medical and fire emergencies; alarm activation responses, business and property checks and other service related functions.

Of the 7,747 calls for service in 2015, 1,251 of those resulted in incident reports (criminal cases) being filed and investigated. This is an increase of 4.6% from 2015 and 15.5% increase from 2013.

There were 70 narcotics related cases in 2015, which is equal to 2014. The average number of narcotic investigations over the last ten years is 73 cases. In 2012 we lost federal funding through the Edward

Byrne Justice Assistances Grants. This grant provided for the funding of 75% of salary and benefits for our officer assigned to the Mid-Iowa Narcotics Enforcement Task Force (MINE). The loss of this funding, coupled with a manpower shortage, resulted in the removal of our officer assigned to the task force. In 2014 we combined narcotic investigations with other criminal investigations, and distributed the workload between our investigator and the sergeant in charge of investigations. As in 2013, our narcotic investigations dealt solely with activity within Grinnell. It is my hope that in 2016 we would be able to re-connect with the task force concept, which I believe would provide for more of a pro-active approach to narcotic activity taking place within the city.

Domestic Violence is a national problem, where it is estimated that a woman is assaulted in the United States every nine seconds and is the leading cause of injury to women. Grinnell continues to be not immune to this wave of violence, and the members of this department take an aggressive approach to this behavior, while working within the limits of the Iowa Domestic Abuse statute. In 2015 the Grinnell Police Department responded to approximately sixty-two (62) reports of Domestic Abuse, which is a 45% increase from 2014 and 24% increase from 2013. Over the last ten years, the Grinnell Police Department has averaged 100 responses per year to domestic violence allegations.

Addressing quality of life issues is of particular focus for the police department in order to maintain what we enjoy here in Grinnell. Included in those quality of life issues are reports of disturbances (fights; Neighbor disputes; Juvenile problems; Noise Complaints) and alcohol related events. In 2015 we responded to 509 disturbance and alcohol related calls for service. Often times the root cause of a disturbance is alcohol consumption or controlled substance use, so a prompt response is necessary to minimize the potential for these incidents to mushroom into something more serious, such as assaults and criminal mischief. In 2015 the Grinnell Police Department investigated 82 assault cases, and 105 criminal mischief cases.

In 2015 the Grinnell Police Department responded to 221 reported thefts, an increase of 13%, while fraud investigations increased from 22 to 71. This significant increase in fraud investigations is a result of our new records management system, which automatically creates a criminal case investigation when an officer is dispatched to a report of fraud. Often times the reporting party is referred to another agency since the offense did not take place in Grinnell. More often than not, thieves are nothing more than opportunists. While the likelihood of eliminating thefts is doubtful, the public can certainly help themselves from becoming a victim of theft by securing their homes and vehicles when not occupied, while also not leaving valuables out in plain view for all to see and remove. Instances of identity theft and deception schemes often take place by persons who are not in the United States, which makes investigation difficult. What is important for our residents to remember, especially our elderly who are often times targeted, is that if it sounds too good to be true, it probably isn't true. We are also working with our retail partners to help prevent, or aggressively pursue, acts of retail theft.

In 2015 the Grinnell Police Department investigated 44 cases involving an accusation of burglary, which is below the 10 year average of 53. These burglaries are generally more attributed to vehicles and commercial properties, then residential. The highest number of reported burglaries was 99 in 2000. As with most property crimes, burglary suspects are often times opportunists. The vast majority of burglary suspects are not looking for confrontation, but instead looking to slip in and out without detection. They look for indicators of an unoccupied residence or vulnerabilities with a business, such as no lights on during the evening hours, news papers or mail not being taken in, cash being left in business registers, poor exterior lighting and possibly the lack of any video monitoring or alarm system. The burglar will also look for homes with overgrown bushes or poor lighting near entry points, which provides concealment. Leaving a residence, or vehicle, unlocked while unoccupied also does not help matters. The public plays an incredible role in property crime prevention and identification. When a resident or

business owner observes something that looks out of the ordinary, they are encouraged to contact the police department. The members of the Grinnell Police Department would much rather investigate a suspicious person or vehicle, and determine that no criminal activity was taking place, instead of determining after the fact that someone had observed suspicious activity that turned out to be the suspect of a burglary or theft.

Aside from murder, which we were fortunate not to encounter in 2015, sexual abuse cases are probably the most significant crime against persons that an officer can be assigned to. In most instances, these crimes are committed by suspects who are known by the victim. In 2015 we investigated 12 cases of sexual abuse, which is a decrease of 5 from 2014. While it is difficult to determine a root cause for these acts, the Center for Disease Control (CDC) has identified a number of risk factors that lead to sexual assault. These factors include risks associated with the individuals involved, relationship factors, as well as community and societal factors. Those interested in learning more about these risk factors can visit the CDC article online at

<http://www.cdc.gov/violenceprevention/sexualviolence/riskprotectivefactors.html>.

More serious crimes (murder, rape, robbery, aggravated assault, theft, motor vehicle theft and arson) are tracked yearly by the U.S. Department of Justice (U.S.D.O.J.). These crimes are considered by experts to be the most serious and the most commonly reported crimes occurring in the nation. For Grinnell in 2014 (most recent data available from FBI), there were 26 violent crimes or 2.8 crimes per 1,000 inhabitants (0 murder, 5 rape, 0 robbery, 21 aggravated assault) and 232 property crimes or 26 crimes per 1,000 inhabitants (59 burglary, 169 larceny-theft, 4 motor-vehicle theft, 6 arson). With violent and property crimes combined, there was a 5.6% increase from 2013 (34 violent/210 Property). While the total percentage increased, this is a result of an increase in property crimes since we experienced a decrease in crimes against persons. In Iowa for 2014 there were 2.7 violent crimes and 21 property crimes per 1,000 inhabitants.

The following table illustrates a comparison of Grinnell with similar Iowa cities serious crimes statistics in 2014 (latest FBI data available):

CITY	POPULATION	CRIMES	
		VIOLENT	PROPERTY
Grinnell	9,009	26	232
Mount Pleasant	8,662	11	253
Norwalk	9,554	1	90
Le Mars	9,788	17	225
Fairfield	9,488	9	285
Waverly	10,089	55	151
Storm Lake	10,812	51	217
Perry	8,065	44	161
Carroll	9,988	13	94
Pella	10,418	17	166
Fort Madison	11,012	57	215
Oskaloosa	11,570	N/A	N/A
Average	9,871	25	174

In 2015 our criminal investigator handled 33 investigations that resulted in the clearance of 25 cases, or a 75.8% clearance rate. An additional 5 cases were classified as open-inactive, meaning that there were no further avenues of investigation available to either identify a suspect or gather enough evidence that rose to the level of probable cause to make an arrest. An additional 3 cases are still active and have been

carried over into 2016. Since my arrival in Grinnell it has been my desire to transition our part-time investigator role in to more of a full-time function. This would enable the department to take more of a pro-active approach to criminal activity while relieving patrol officers from prolonged investigations. While budgetary restrictions appear to make it difficult to assign an officer to full-time investigations in 2016, as mentioned previously it is my goal for a full-time investigator assigned to the M.I.N.E. task force. Offenders of property crimes are often times involved in the use of controlled substances. By focusing more proactively on the narcotics activity in town, it would be my expectation that some of our property crime activity would be dealt with simultaneously.

There were 389 arrests in 2015, a decrease of 30% from 2014. Of those arrested in 2015, 27 were juveniles (some with multiple offenses charged), which is down from 70 in 2014 and 34 in 2013. Among the charges levied against juveniles were alcohol offenses (Public Intoxication, Possession Under Legal Age), possession of a controlled substance, curfew, interference and theft.

In order to effectively deal with the more serious criminal conduct within our community, we make an effort to deal with the smaller problems before they become bigger ones. Methods such as community policing and intelligence led policing, coupled with aggressive enforcement efforts, are effective means of keeping the crime rate low. We also continue to reach out to the community to reinforce our need for their assistance in reducing crime.

TRAFFIC SAFETY:

In 2015, officers issued 757 citations (65% increase from 2014) and 1,561 warnings (39% increase from 2014). The three E's of Traffic Safety are: Enforcement; Education; Engineering. By using a combination of citations and warnings, officers are educating motorists on matters of traffic safety while taking enforcement action by stopping the motorist and providing them an opportunity to take their own corrective action.

There was a 9% increase in vehicle crashes causing property damage this year, with 205 occurring. Despite the increase in property damage crashes, we continued to experience a decrease (27%) in personal injury accidents with 12 taking place. We did experience an increase in hit and run crashes, with 32 responses in 2015 as compared to 21 in 2014. There were no fatal crashes in 2015.

In 2015 we continued to receive grant funding from the Governor's Highway Traffic Safety Bureau, Iowa Department of Public Safety. This special Traffic Enforcement Program (s.T.E.P.) grant has been awarded to us for the past few years. It is used for overtime during traffic enforcement projects around the holidays and other events where there is likelihood of violations. It also provides for the purchase of equipment such as radar units. In 2016 we will be purchasing a new in-car camera utilizing funds from this grant.

In our continuing effort to promote traffic safety amongst the drivers who travel our roadways, we also utilize a speed trailer to educate motorists on speed. The trailer consists of a radar unit, which determines a vehicle speed and then displays the target speed for the vehicle operator to see. The purpose of the trailer is to condition motorists to continually monitor their speed in relation to the posted or statutory speed limit. Drivers will often times drive at a speed that they feel comfortable at, instead of monitoring what the posted or statutory speed limit is. The trailer also has the capability of gathering statistics such as traffic volume and speed. When a speeding complaint is received, the trailer can be used to determine the speed and volume of vehicular traffic, based on time of day and day of week. This permits the police department to target problem areas during those times when violations are more prone to be taking place.

According to the Center for Disease Control and Prevention (CDC), it is estimated that almost 30 people per day die in alcohol-impaired driving crashes nationally. In 2014, 93 people lost their lives to alcohol-impaired driving crashes in Iowa. In order to try and prevent these tragedies from occurring in Grinnell and the surrounding area, our officers are trained in the detection and apprehension of impaired drivers. In 2015 our officers made 45 Operating While Intoxicated (OWI) arrests, which is up from 34 in 2014. Considering that nearly 50% of all fatal crashes involve the use of alcohol, enforcing OWI laws is an important mission. Our department will continue to train all officers in OWI enforcement.

There were 867 parking tickets issued in 2015, up from 631 in 2014. Parking violations can cause vision obstructions, jeopardize pedestrian safety (especially near schools and college campuses) and hamper snow removal efforts.

RESERVE POLICE OFFICERS:

In 2015 the Grinnell Police Reserve Unit was led by Sgt. Ben Gray. We are currently reviewing a number of applications for the reserve program and hope to increase our numbers in 2016. Our reserve officers are mandated by the Iowa Law Enforcement Academy (ILEA) to maintain their State of Iowa reserve certification, which requires a significant amount of training each year. Our reserves are required to provide a designated number of hours each month, while also assisting with the many events held in Grinnell during the year. We are always looking for qualified, dedicated and civic-minded individuals to join our reserve unit.

TRAINING:

Training of our entire staff remains a priority for the police department. There are mandatory training requirements put in place by the Iowa Law Enforcement Academy to obtain, and maintain, police officer and instructor certifications. We continue to exceed those requirements. Captain Petersen coordinates the training of department members. We conduct both in-house training, by utilizing our own instructors and local expertise, as well as sending officers and civilian employees to training at remote sites. Since 2013, we have expanded our firearms training by conducting quarterly training. Officers engaged in both live fire and simulated exercises, which focus not only on their firearms proficiency, but also tactical skills as it relates to tactical entry and building searches.

CRIME PREVENTION:

The Grinnell Police Department continues to work with the community in crime prevention programs and methods. It is critical to our operation that we foster and maintain relationships with our community and businesses. In 2015 Officer Rod See managed the crime prevention duty for most of the year, with Officer Mike Dickenson taking over in September. As part of our continuing effort to work closely with the various groups and entities of the Grinnell community, we are also involved in many coalitions and committees, such as: Grinnell College Parking Committee; Poweshiek County Healthy Choices; New Horizons Advisory Board; Poweshiek County DVA/SAC Coalition; Grinnell Chamber of Commerce and others. We have historically worked very closely with the Grinnell-Newburg School District, and 2015 was no exception. The programs provided by the Grinnell Police Department included, but are not limited to: Citizen Police Academy, National Night Out, A.L.I.C.E. training, Camp 911. In 2015 the Grinnell Police Department presented at approximately 27 events, reaching out to almost 900 people.

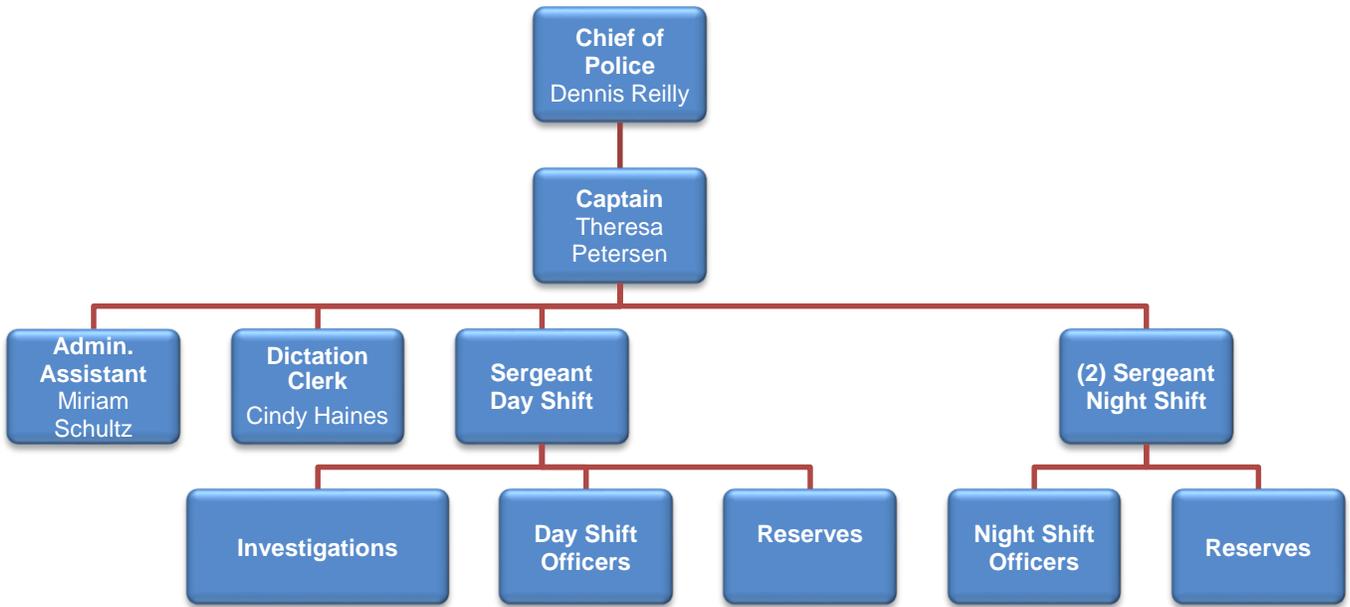
In 2013 Officer Heath Jepson were certified as A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) instructors. A.L.I.C.E. training was developed following the examination of school environment shootings, such as Columbine High School in 1999. This training provides students and educators with options during an active shooter incident. In 2015 A.L.I.C.E. training was provided to a number of entities in Grinnell. In 2016 Officer Dickenson will become an A.L.I.C.E. instructor and assist in this worthy training.

ADDITIONAL HIGHLIGHTS AND PROGRAMS

- Hosted Grinnell's 13th Annual National Night Out (NNO) program with the Grinnell Optimist Club. NNO is a police and community partnership that is designed to:
 - Heighten crime and drug prevention awareness
 - Generate support for, and participation in, anti-crime programs
 - Strengthen neighborhood spirit and police-community partnerships
 - Send a message to criminals, letting them know that neighborhoods are organized and fighting back
- Camp 911 was conducted in August, with community youth being presented with the various aspects of first responder services in Grinnell.
- Held the 12th Annual Shop with a Cop program with many businesses, community members, and the Grinnell Chamber of Commerce as sponsors. This event would not be the success that it is without the support and assistance of such entities as: The Grinnell Middle School, Galaxy, the Chamber of Commerce staff and their membership. This program helps deserving children enjoy their holidays, while also providing our officers with an opportunity to spend time with children of the community, which ultimately fosters improved relationships.
- Coordinated the 7th Citizen's Police Academy. This program provides community members with an opportunity to learn the many facets of law enforcement, and includes a ride-a-long with a Grinnell officer. Since 2012 we have increased our efforts to include the Grinnell College students as participants.
- During the course of the year Ofc. See and Ofc. Dickenson provided robbery training to banks in Grinnell. This training has been previously provided to a number of banks located in Grinnell.
- Conducted periodic bicycle and foot patrol operations in the downtown area, residential neighborhoods and at Grinnell College, promoting community interaction and deterring crime through high visibility.
- The nuisance animal enforcement effort continues to raise owner awareness with the goal of voluntary compliance of city animal laws. This assignment is coordinated by Ofc. Stuart Fricke. Enforcing the animal license requirement on a consistent basis keeps animals accounted for and encourages owners to be more responsible. We work closely with the Jasper County Animal Rescue League, who provides certified Animal Control Officers to assist with investigations while also responding to pick up stray dogs. In the fall of 2014 we adjusted our response to stray cats by only picking up those cats which appear to be sick or injured.
- The Grinnell Police Department is also responsible for the enforcement of the city's ordinance on nuisance vehicles. In 2015, 16 nuisance vehicle investigations were conducted by officers Greg Nelson and Mike Dickenson. Chapter 51 of the municipal code defines what a "Junk Vehicle" is. First time offenders are issued a warning, while repeat offenders are cited for each subsequent violation. As with our other enforcement efforts, the police department seeks voluntary compliance from our residents on the storage of vehicles.
- Facilitated many tours of the police and fire departments to various groups and individuals.

- We continue to work with the Poweshiek County Emergency Management Agency (EMA). Coordinator Trisha Rooda assists us with training, planning and resources during large scale incidents.
- Officers continue using mobile data computers (MDC) in the patrol cars with wireless capabilities, enabling them to fulfill our mission of providing the best law enforcement services possible. In 2015 we transitioned to a new Computer Aided Dispatch/Records Management System, in coordination with the Poweshiek County Sheriff's Office and Grinnell Fire Department. Our goal is to enhance dispatch capabilities while providing officers on the road with information that was previously only accessible from their office computer. With the new system, officers are able to perform such functions as: see their calls for service and see real-time updates coming in from dispatch; review call for service history for persons and/or premises; perform inquiries to see if a person has a no trespass or no contact order against them; complete case reports and call for service narratives in their vehicles. In the very near future, in coordination with the fire department, officers will also be able to review building plans of a given business or school.

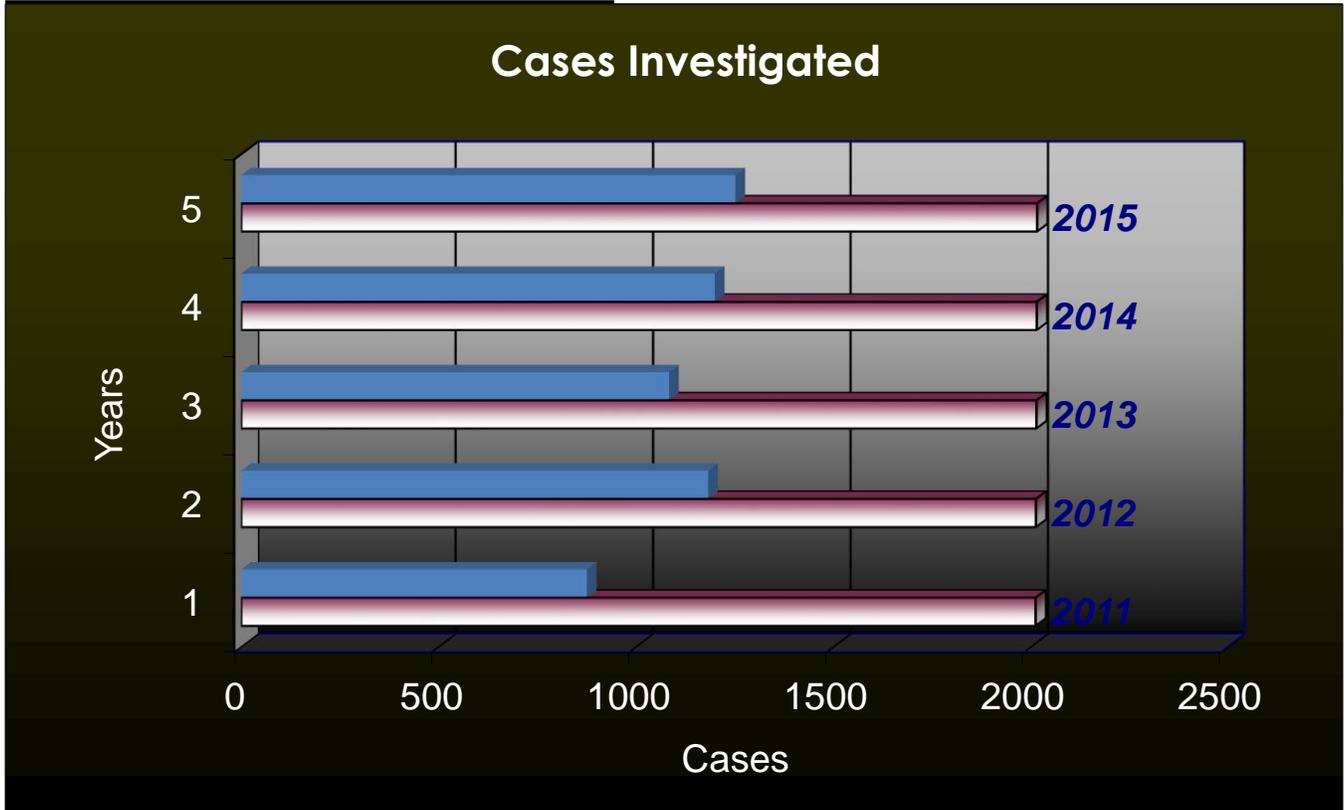
DEPARTMENT STRUCTURE DECEMBER - 2015



CALLS FOR SERVICE SUMMARY

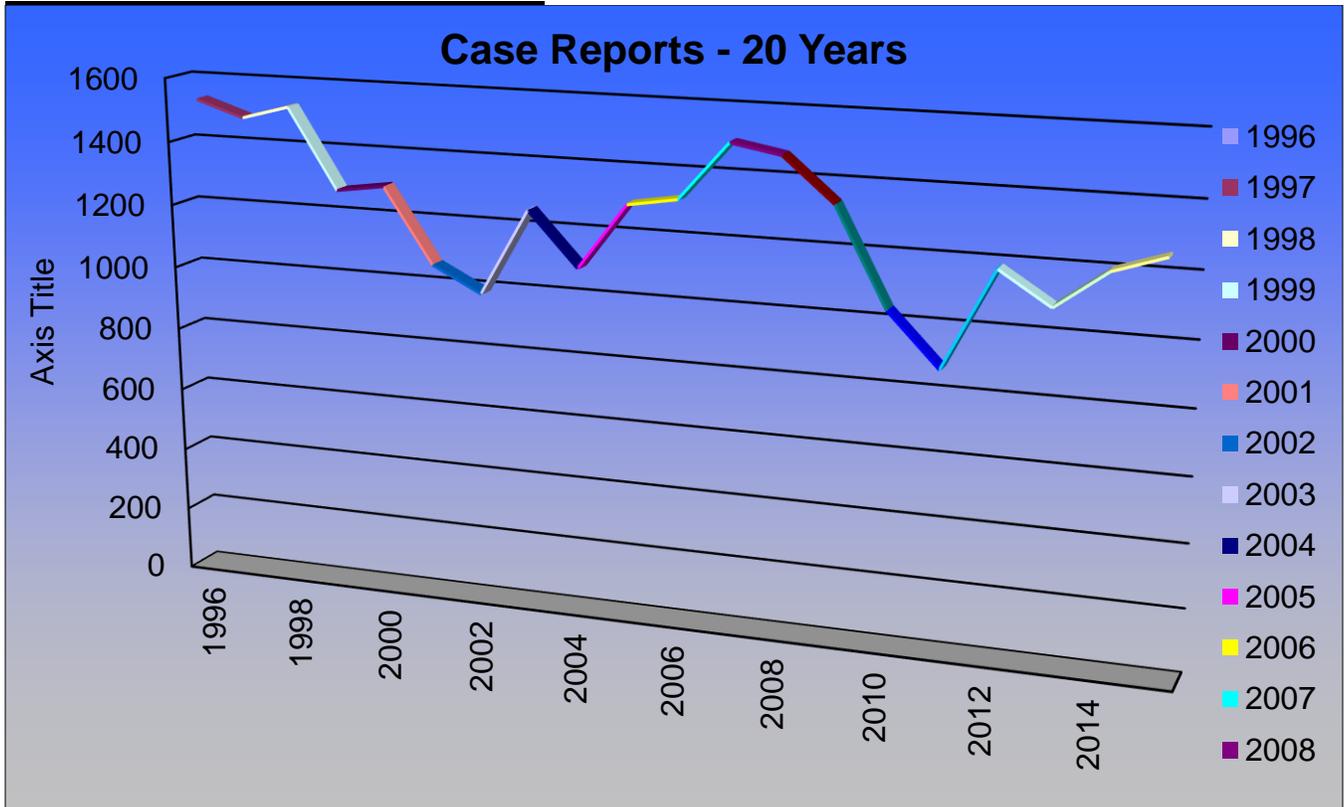
Type of Call	2014	2015	Difference	% Difference
<i>Calls for Service</i>	5695	7747	2052	36.0%
<i>Incident Reports</i>	1199	1251	52	4.3%
<i>Traffic Enforcement</i>	2245	3231	986	43.9%
<i>Motor Vehicle Crashes</i>	228	236	8	3.5%
<i>Arrests</i>	557	389	-168	-30.2%
Total Calls for Service	9924	12854	2930	29.5%
<i>Controlled Substance Cases</i>	70	70	0	0.0%
<i>Assault cases</i>	112	82	-30	-26.8%
<i>Burglary cases</i>	62	44	-18	-29.0%
<i>Sex Abuse cases</i>	17	12	-5	-29.4%
<i>Theft cases</i>	195	221	26	13.3%
<i>Domestic Abuse calls</i>	40	62	22	55.0%
<i>Disturbance calls</i>	224	230	6	2.7%
<i>Alcohol Offense calls</i>	48	20	-28	-58.3%
<i>Animal Complaints</i>	256	224	-32	-12.5%
<i>Arson</i>	6	2	-4	-66.7%
<i>Robbery</i>	2	0	-2	0.0%
<i>Fraud</i>	22	71	49	222.7%
Traffic Enforcement	2014	2015	Difference	% Difference
<i>Citations/Warnings</i>	1580	2319	739	46.8%
<i>OWI – Operating While Intox</i>	34	45	11	32.4%
<i>Parking Tickets</i>	631	867	236	37.4%
Totals	2245	3231	986	43.9%
Motor Vehicle Crashes	2014	2015	Difference	% Difference
<i>Property Damage</i>	188	205	17	9.0%
<i>Personal Injury</i>	19	12	-7	-36.8%
<i>Hit and Run</i>	21	32	11	52.4%
Totals	228	249	21	9.2%

CASES INVESTIGATED - 5 YEAR COMPARISON

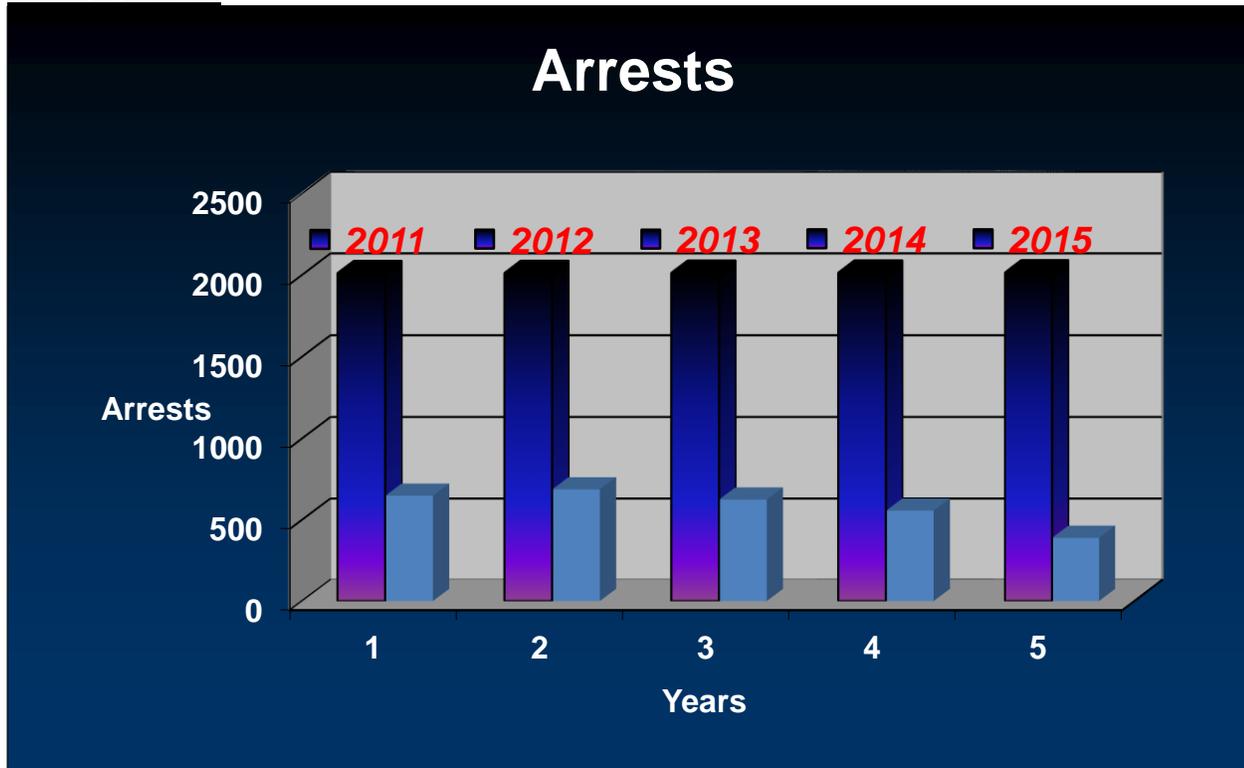


Percentage Difference 14-15 = 4.3%

CASE REPORTS - 20 YEAR COMPARISON

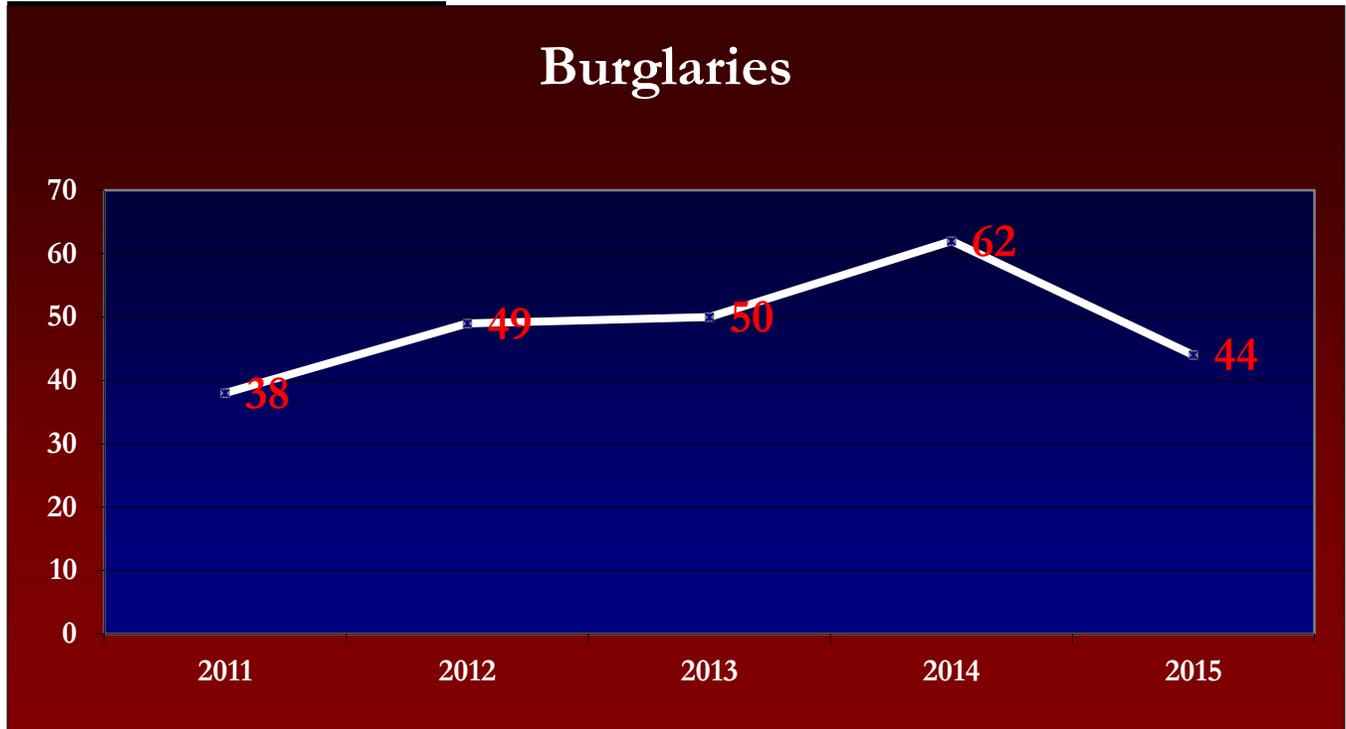


ARRESTS – 2015



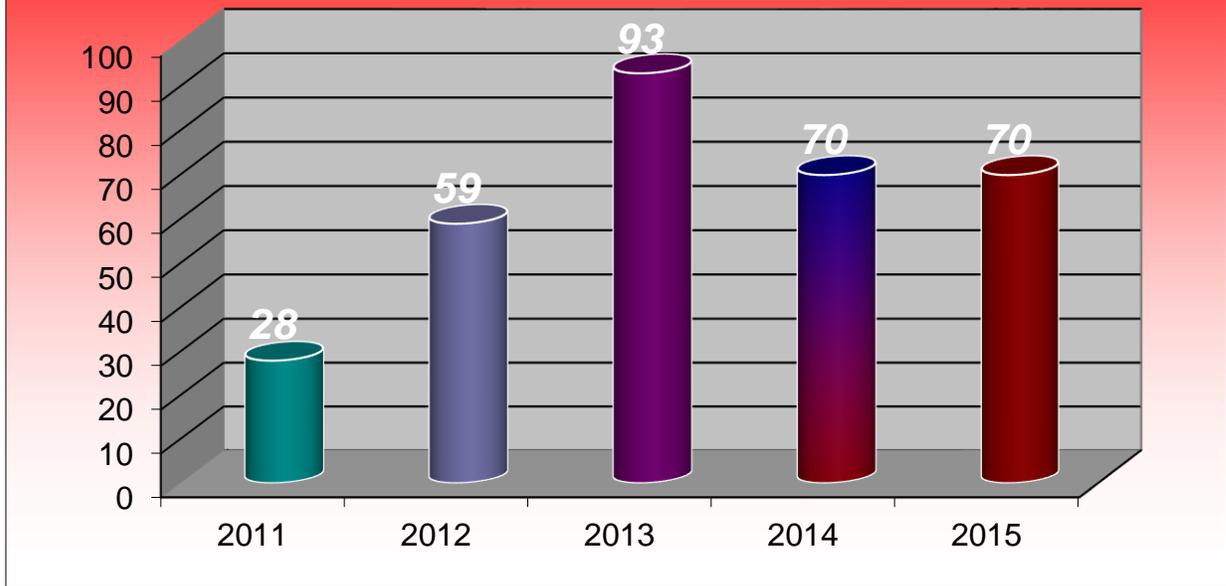
Percentage Difference 14-15= 30%

INVESTIGATIONS BY TYPE – 2015



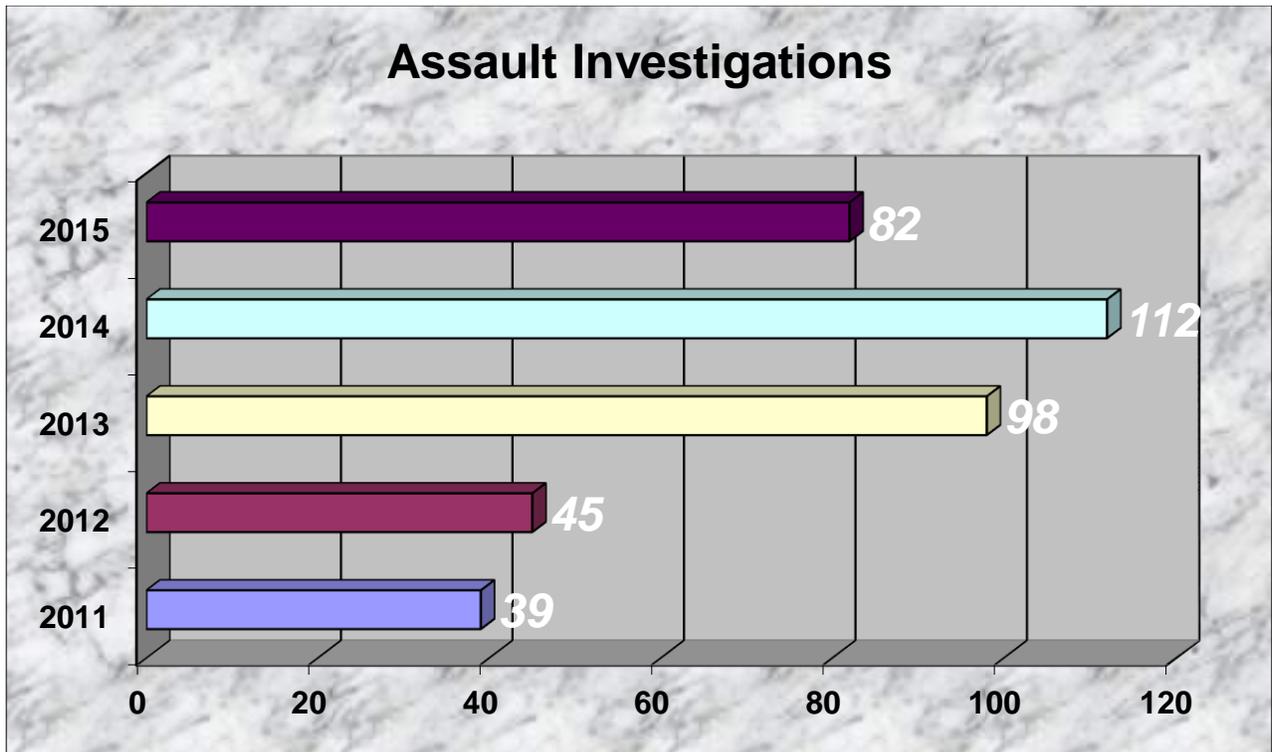
Percentage Difference 14-15 = 46%

Controlled Substance Investigations



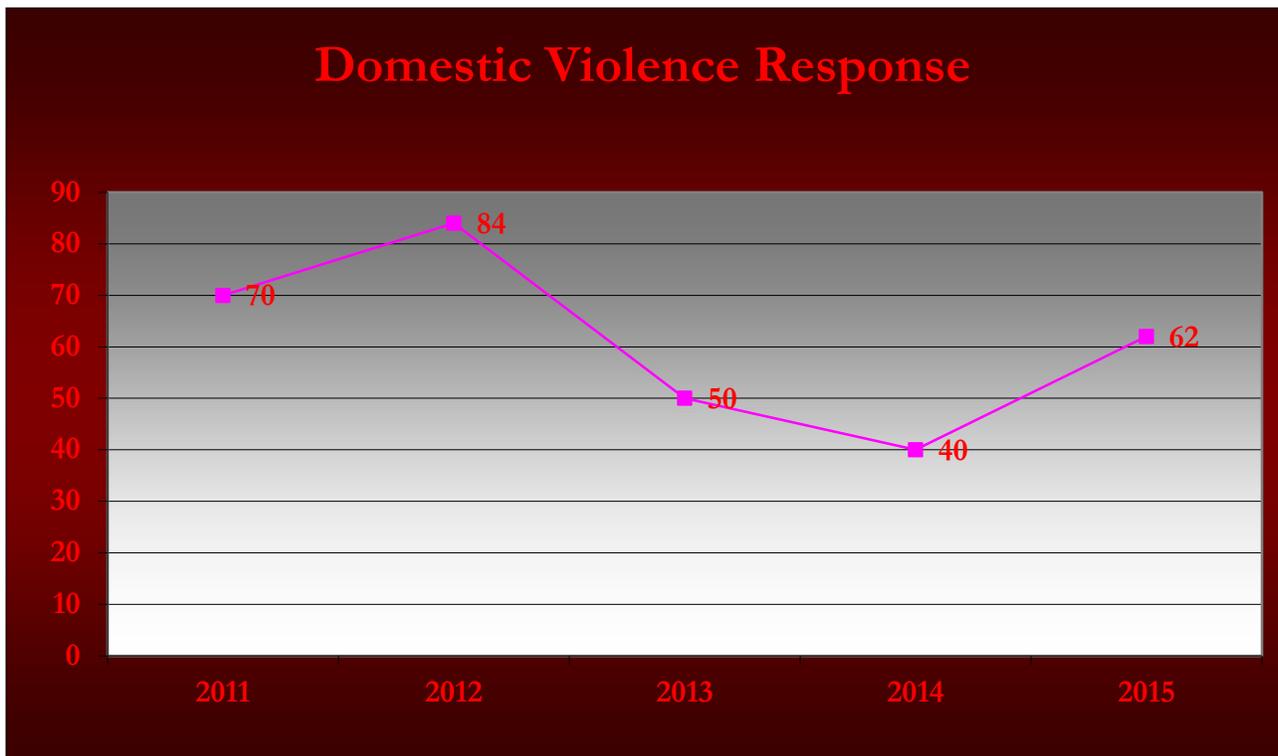
Percentage Difference 14-15 = 0%

Assault Investigations



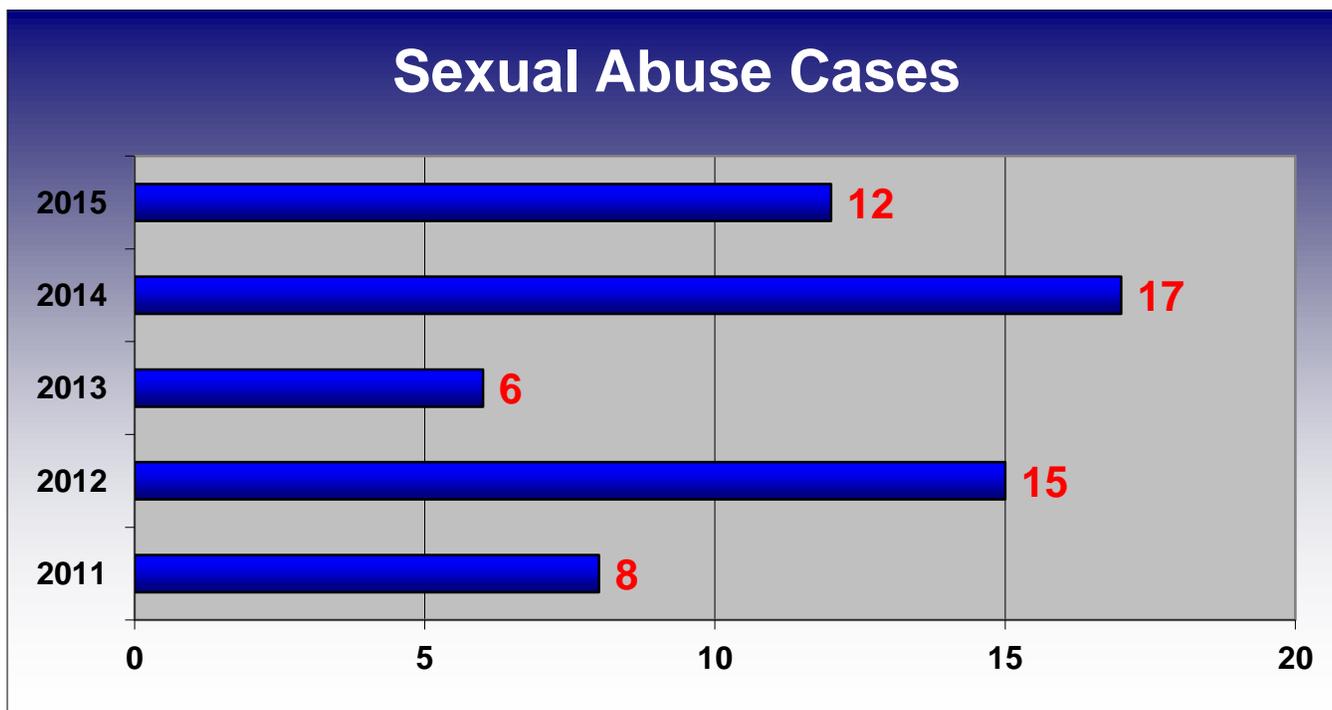
Percentage Difference 14-15 = 26%

Domestic Violence Response



Percentage Difference 14-15 = 55%

Sexual Abuse Cases



Percentage Difference 14-15 = 29%

Respectfully Submitted,

Dennis Reilly
Chief of Police

CITY OF GRINNELL, IOWA
INDEPENDENT AUDITOR'S REPORTS
BASIC FINANCIAL STATEMENTS
SUPPLEMENTARY AND OTHER INFORMATION
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2015

CITY OF GRINNELL, IOWA
Table of Contents

	<u>Page</u>
OFFICIALS	1
INDEPENDENT AUDITOR’S REPORT	2
MANAGEMENT’S DISCUSSION AND ANALYSIS	5
BASIC FINANCIAL STATEMENTS:	
	<u>Exhibit</u>
Government-wide Financial Statement: Cash Basis Statement of Activities and Net Position	A 6
Governmental Funds Financial Statement: Statement of Cash Receipts, Disbursements and Changes in Cash Balances	B 8
Proprietary Funds Financial Statement: Statement of Cash Receipts, Disbursements and Changes in Cash Balances	C 10
Notes to Financial Statements	11
OTHER INFORMATION:	
Budgetary Comparison Schedule of Receipts, Disbursements and Changes in Balances - Budget and Actual (Cash Basis) - All Governmental Funds and Proprietary Funds	29
Notes to Other Information - Budgetary Reporting	30
Schedule of City's Proportionate Share of the Net Pension Liability	31 & 35
Schedule of City Contributions	32 & 36
Notes to Other Information - Pension Liability	33 & 37
SUPPLEMENTARY INFORMATION:	
	<u>Schedule</u>
Schedule of Cash Receipts, Disbursements and Changes in Cash Balances - Nonmajor Governmental Funds	1 38
Schedule of Indebtedness	2 40
Bond and Note Maturities	3 41
Schedule of Receipts by Source and Disbursements by Function - All Governmental Funds	4 42
Schedule of Expenditures of Federal Awards	5 43
COMMENTS AND RECOMMENDATIONS:	
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	44
Independent Auditor’s Report on Compliance for Each Major Federal Program, on Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133	46
Schedule of Findings and Questioned Costs	48

CITY OF GRINNELL, IOWA
OFFICIALS
June 30, 2015

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Gordon Canfield	Mayor	January, 2016
James White	Council Member	January, 2018
Julie Hansen	Council Member	January, 2018
Jo Wray	Council Member	January, 2016
Rachel Bly	Council Member	January, 2018
Sondra Burnell	Council Member	January, 2016
Byron Hueftle-Worley	Council Member	January, 2016
Russell Behrens	City Manager	Appointed
P. Kay Cmelik	City Clerk/Finance Director	Appointed
William Sueppel	City Attorney	Appointed

Gronewold, Bell, Kyhnn & Co. P.C.

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS AND FINANCIAL CONSULTANTS

1910 EAST 7th STREET BOX 369
ATLANTIC, IOWA 50022-0369
(712) 243-1800
FAX (712) 243-1265
CPA@GBKCO.COM

MARK D. KYHNN
DAVID L. HANNASCH
KENNETH P. TEGELS
CHRISTOPHER J. NELSON
DAVID A. GINTHER

INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and
Members of the City Council

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Grinnell, Iowa, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1. This includes determining the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. This includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

To the Honorable Mayor and
Members of the City Council

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Grinnell as of June 30, 2015, and the respective changes in its cash basis financial position for the year then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

As described in Note 1, these financial statements were prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinions are not modified with respect to this matter.

Emphasis of a Matter

As disclosed in Notes 5 and 6 to the financial statements, City of Grinnell adopted new accounting guidance related to Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions. Our opinions are not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the City of Grinnell's basic financial statements. We previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the seven years ended June 30, 2014 (none of which are presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The financial statements for the two years ended June 30, 2007 (none of which are presented herein), were audited by other auditors whose report expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements.

The supplementary information included in page 1 and pages 38 through 43, including the Schedule of Expenditures of Federal Awards required by U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The other information, the City's Management's Discussion and Analysis, the budgetary comparison information, the Schedule of the City's Proportionate Share of the Net Pension Liability and the Schedule of City Contributions on pages 5 through 5f and 29 through 37, has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

To the Honorable Mayor and
Members of the City Council

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 9, 2015 on our consideration of the City of Grinnell's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City of Grinnell's internal control over financial reporting and compliance.

Grinnell, Ben, Kynan + Co. P. C.

Atlantic, Iowa
December 9, 2015

MANAGEMENT'S DISCUSSION AND ANALYSIS

The City of Grinnell has prepared the Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the fiscal year ended June 30, 2015. We encourage readers to consider this information in conjunction with the City's financial statements, which follow.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.

The Government-wide Financial Statement consists of a Cash Basis Statement of Activities and Net Position. This statement provides information about the activities of the City as a whole and presents an overall view of the City's finances.

The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the Government-wide Financial Statement by providing information about the most significant funds.

Notes to financial statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Other Information further explains and supports the financial statements with a comparison of the City's budget for the year.

Supplementary Information provides detailed information about the non-major governmental funds and the City's indebtedness. In addition, the Schedule of Expenditures of Federal Awards provides details of various federal programs benefitting the City.

BASIS OF ACCOUNTING

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles.

Therefore, when reviewing the financial information and discussion within this annual report, the reader should keep in mind the limitations resulting from the use of the cash basis of accounting.

REPORTING THE CITY'S FINANCIAL ACTIVITIES

Government-wide Financial Statement

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Cash Basis Statement of Activities and Net Position reports information which helps answer this question.

The Cash Basis Statement of Activities and Net Position present the City's net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Cash Basis Statement of Activities and Net Position are divided into two kinds of activities:

- Governmental Activities include public safety, public works, culture and recreation, community and economic development, general government, debt service and capital projects. Property tax and state and federal grants finance most of these activities.
- Business Type Activities include the waterworks, the sanitary sewer system, solid waste, and storm sewer activities. These activities are financed primarily by user charges.

Fund Financial Statements

The City has two kinds of funds:

- 1) Governmental funds account for most of the City's basic services. These funds focus on how money flows into and out of the funds, and the balances at year-end that are available for spending. The governmental funds include: 1) the General Fund, 2) the Special Revenue Funds, such as Road Use and Urban Renewal Tax Increment, 3) the Debt Service Fund, 4) the Capital Projects Fund, and 5) the Permanent Fund. The governmental fund financial statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.

The required financial statement for governmental funds is a Statement of Cash Receipts, Disbursements and Changes in Cash Balances.

- 2) Proprietary funds account for the City's Enterprise Funds. Enterprise Funds are used to report business type activities. The City maintains four Enterprise Funds to provide separate information for the water, sewer, solid waste and storm sewer. The water, sewer, solid waste, and storm sewer funds are considered to be major enterprise funds of the city.

The required financial statement for proprietary funds include a Statement of Cash Receipts, Disbursements and Changes in Cash Balances.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of financial position. The City's balance for governmental activities decreased approximately \$547,000 from a year ago. The analysis that follows focuses on the cash balances for governmental activities.

Changes in Cash Basis Net Position of Governmental Activities (Expressed in Thousands)		
	Year Ended June 30,	
	2015	2014
Receipts		
Program Receipts		
Charges for Service	\$851	\$789
Operating Grants	1,411	1,117
Capital Grants	1,110	2,222
General Receipts		
TIF	1,811	1,699
Property Tax	4,027	3,835
Debt Proceeds	5,995	4,009
Other General Receipts	2,075	1,472
Total Receipts	17,280	15,143
Disbursements		
Public Safety	1,947	1,741
Public Works	2,090	1,645
Health and Social Services	1	1
Culture and Recreation	1,245	1,093
Community and Economic Development	597	1,082
General Government	1,079	1,417
Debt Service	2,155	1,810
Capital Projects	3,825	4,277
Bonds Refunded	5,840	--
Total Disbursements	18,779	13,066
Change in Cash Basis Net Position Before Transfers	(1,499)	2,077
Transfers, net	952	761
Change in Cash Basis Net Position	(547)	2,838
Cash Basis Net Position Beginning of Year	9,214	6,376
Cash Basis Net Position End of Year	8,667	9,214

The City's total receipts for governmental activities increased 14.1% or approximately \$2,137,000. The total cost of all programs and services increased by approximately 43.7% or approximately \$5,713,000, due to the refunding of the Series 2008 Local Option Sales Tax Bonds.

The cost of all governmental activities this year was approximately \$18,779,000 compared to approximately \$13,066,000 last year.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Changes in Cash Basis Net Position of Business Type Activities (Expressed in Thousands)		
	Year Ended June 30,	
	2015	2014
Receipts		
Program Receipts		
Charges for Service		
Water	\$1,600	\$1,409
Sewer	1,579	1,584
Solid waste	1,141	1,158
Storm sewer	298	287
	<u>4,618</u>	<u>4,438</u>
General Receipts		
Other General Receipts	167	201
Total Receipts	<u>4,785</u>	<u>4,639</u>
Disbursements		
Water	1,363	1,419
Sewer	1,098	1,218
Solid waste	951	956
Storm sewer	195	215
Total Disbursements	<u>3,607</u>	<u>3,808</u>
Change in Cash Basis Net Position Before Transfers	1,178	831
Transfers, net	<u>(952)</u>	<u>(761)</u>
Change in Cash Basis Net Position	226	70
Cash Basis Net Position - Beginning of Year	<u>2,573</u>	<u>2,503</u>
Cash Basis Net Position - End of Year	<u>2,799</u>	<u>2,573</u>

Total business type activities receipts for the fiscal year were approximately \$4,785,000 compared to approximately \$4,639,000 last year. The cash balance increased by approximately 8.8% or \$226,000 from the prior year. Total disbursements and transfers for the fiscal year decreased by approximately 0.2% to a total of approximately \$4,559,000.

INDIVIDUAL MAJOR GOVERNMENTAL FUND ANALYSIS

As the City of Grinnell completed the year, its governmental funds reported a combined fund balance of \$8,666,570, a decrease of \$547,527 from last year's total of \$9,214,097. The following are changes in fund balances of the major funds from the prior year.

- The General Fund cash balance increased by \$75,635 from the prior year to \$1,198,910.
- The Equipment Replacement Fund cash balance decreased by \$318,598 to \$2,074,527.
- The Urban Renewal Tax Increment Fund cash balance increased \$59,350 to \$257,225.
- The Employee Benefit Fund cash balance increased \$130,455 to \$481,157.
- The Debt Service Fund cash balance increased \$7,569 to \$147,712.
- The Capital Projects Fund cash balance decreased by \$1,224,006 to \$2,137,851.

INDIVIDUAL MAJOR BUSINESS TYPE FUND ANALYSIS

- The Water Fund cash balance increased by \$213,477 to \$506,555.
- The Sewer Fund cash balance decreased by \$110,910 to \$1,053,284.
- The Solid Waste cash balance increased by \$104,329 to \$454,702.
- The Storm Sewer cash balance increased by \$19,398 to \$784,880.

BUDGETARY HIGHLIGHTS

Over the course of the year, the City amended its budget twice, which increased budgeted disbursements by \$5,835,905. The budget increase was primarily for disbursements in the debt service function.

The City's total receipts and disbursements were less than budgeted by \$1,847,781 and \$8,927,829, respectively. The City's disbursements were less than amounts budgeted for all of the functions.

DEBT ADMINISTRATION

At June 30, 2015, the City had \$11,789,207 in bonds and other long-term debt, compared to \$13,337,547 last year as shown below.

	Outstanding Debt at Year-End (Expressed in Thousands)	
	June 30,	
	2015	2014
General Obligation Notes and Bonds	\$11,789	\$13,008
Revenue Notes	--	330
Total	\$11,789	\$13,338

The City continues to carry a general obligation bond rating of A3 assigned by national rating agencies to the City's debt since 1995. The Constitution of the State of Iowa Limits the amount of general obligation debt cities can issue to 5% of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt of \$11,789,207 is below its constitutional debt limit by approximately \$13,119,000.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

City of Grinnell elected and appointed officials and citizens considered many factors when setting the fiscal year 2015 budget, tax rates, and fees that will be charged for various City activities.

The City of Grinnell began collecting a 1% franchise fee on gas and electric utilities beginning in October 2014. In January 2016, the gas and electric fee will increase to 4%, which is expected to generate approximately \$495,000 annually and recorded in the General Fund. These fees were implemented to offset future property tax losses anticipated by the property tax reform approved by the Iowa Legislature in FY 2014.

We will also see the Tax Increment Financing dollars being utilized to assist with the continuation of the Central Business District Phase 5, Central Park Improvement Project; CDBG Downtown Revitalization Project, TIF Rebate and Forgivable Loan Agreements and future economic development projects.

The city retired the Sanitary Sewer and Water Revenue Bonds in FY 2015 which places the city in good position for the new Wastewater Treatment Facility project and the Water Tower Improvement Project over the next few years. The Utility Rates should stabilize. The Storm Water Utility will provide for future capital projects to daily operations which lessen the burden to the sanitary sewer fund as well as the general fund.

Inflation in the State continues to be somewhat lower than the national Consumer Price Index increase. Inflation has been modest here due in part to the slowing of the residential housing market and increases in energy prices.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact P. Kay Cmelik, City Clerk, Grinnell, Iowa.

CITY OF GRINNELL, IOWA
CASH BASIS STATEMENT OF ACTIVITIES AND NET POSITION

As of and for the year ended June 30, 2015

	<u>Disbursements</u>	<u>Program Receipts</u>	
		<u>Charges for Service</u>	<u>Operating Grants, Contributions, and Restricted Interest</u>
Functions/Programs:			
Governmental activities:			
Public safety	\$ 1,947,474	\$ 57,781	\$ 9,626
Public works	2,089,766	5,267	1,064,137
Health and social services	1,274	--	--
Culture and recreation	1,245,017	559,811	266,673
Community and economic development	596,593	202,003	67,563
General government	1,078,948	25,741	2,695
Debt service	2,154,619	--	--
Capital projects	3,825,114	--	--
Total governmental activities	<u>12,938,805</u>	<u>850,603</u>	<u>1,410,694</u>
Business type activities:			
Water	1,363,181	1,599,561	--
Sewer	1,098,469	1,579,152	7,870
Solid waste	950,503	1,141,542	--
Storm sewer	195,412	298,481	--
Total business type activities	<u>3,607,565</u>	<u>4,618,736</u>	<u>7,870</u>
Total	<u>\$ 16,546,370</u>	<u>\$ 5,469,339</u>	<u>\$ 1,418,564</u>
General Receipts, Other Disbursements and Transfers:			
Property tax levied for:			
General purposes			
Debt service			
Tax increment financing			
Hotel motel tax			
Local option sales tax			
Unrestricted interest on investments			
Sale of assets			
Debt proceeds			
Payment to refunded bond escrow agent			
Miscellaneous			
Transfers			
Total general receipts, other disbursements and transfers			
Change in cash basis net position			
Cash basis net position beginning of year			
Cash basis net position end of year			

(continued next page)

Program Receipts Capital Grants, Contributions, and Restricted Interest	Net (Disbursements) Receipts and Changes in Cash Basis Net Position		
	Governmental Activities	Business Type Activities	Total
\$ --	\$(1,880,067)	\$ --	\$(1,880,067)
--	(1,020,362)	--	(1,020,362)
--	(1,274)	--	(1,274)
--	(418,533)	--	(418,533)
--	(327,027)	--	(327,027)
--	(1,050,512)	--	(1,050,512)
--	(2,154,619)	--	(2,154,619)
<u>1,109,568</u>	<u>(2,715,546)</u>	<u>--</u>	<u>(2,715,546)</u>
<u>1,109,568</u>	<u>(9,567,940)</u>	<u>--</u>	<u>(9,567,940)</u>
--	--	236,380	236,380
--	--	488,553	488,553
--	--	191,039	191,039
<u>--</u>	<u>--</u>	<u>103,069</u>	<u>103,069</u>
<u>--</u>	<u>--</u>	<u>1,019,041</u>	<u>1,019,041</u>
<u>\$ 1,109,568</u>	<u>(9,567,940)</u>	<u>1,019,041</u>	<u>(8,548,899)</u>
	3,687,656	--	3,687,656
	339,166	--	339,166
	1,811,065	--	1,811,065
	304,410	--	304,410
	1,088,829	--	1,088,829
	49,129	16,099	65,228
	387,000	--	387,000
	5,995,000	--	5,995,000
	(5,840,000)	--	(5,840,000)
	245,979	143,333	389,312
	<u>952,179</u>	<u>(952,179)</u>	<u>--</u>
	<u>9,020,413</u>	<u>(792,747)</u>	<u>8,227,666</u>
	(547,527)	226,294	(321,233)
	<u>9,214,097</u>	<u>2,573,127</u>	<u>11,787,224</u>
	<u>\$ 8,666,570</u>	<u>\$ 2,799,421</u>	<u>\$ 11,465,991</u>

CITY OF GRINNELL, IOWA
 CASH BASIS STATEMENT OF ACTIVITIES AND NET POSITION - Continued

As of and for the year ended June 30, 2015

	<u>Disbursements</u>	<u>Program Receipts</u>
	<u>Charges for Service</u>	<u>Operating Grants, Contributions, and Restricted Interest</u>
Cash Basis Net Position		
Restricted:		
Nonexpendable:		
Cemetery perpetual care		
Expendable:		
Debt service		
Capital projects		
Urban renewal purposes		
Streets		
Equipment		
Other purposes		
Unrestricted		
Total cash basis net position		

The accompanying notes are an integral part of these statements.

<u>Program Receipts Capital Grants, Contributions, and Restricted Interest</u>	<u>Net (Disbursements) Receipts and Changes in Cash Basis Net Position</u>		
	<u>Governmental Activities</u>	<u>Business Type Activities</u>	<u>Total</u>
	\$ 511,894	\$ --	\$ 511,894
	147,712	--	147,712
	2,137,851	--	2,137,851
	257,225	--	257,225
	413,904	--	413,904
	2,074,527	--	2,074,527
	1,924,547	--	1,924,547
	<u>1,198,910</u>	<u>2,799,421</u>	<u>3,998,331</u>
	<u>\$ 8,666,570</u>	<u>\$ 2,799,421</u>	<u>\$ 11,465,991</u>

CITY OF GRINNELL, IOWA
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS
AND CHANGES IN CASH BALANCES
GOVERNMENTAL FUNDS

As of and for the year ended June 30, 2015

	<u>General</u>	<u>Special Revenue</u>	
		<u>Equipment Replacement</u>	<u>Urban Renewal Tax Increment</u>
Receipts:			
Property tax	\$ 2,220,904	\$ --	\$ --
Tax increment financing	--	--	1,811,065
Other city tax	200,062	--	--
Licenses and permits	15,791	--	--
Use of money and property	278,122	11,874	1,467
Intergovernmental	190,513	--	--
Charges for service	470,858	--	--
Miscellaneous	248,245	29,625	--
Total receipts	<u>3,624,495</u>	<u>41,499</u>	<u>1,812,532</u>
Disbursements:			
Operating:			
Public safety	1,641,512	--	--
Public works	276,291	901,397	--
Health and social services	1,274	--	--
Culture and recreation	1,154,855	--	--
Community and economic development	223,466	--	256,508
General government	393,640	--	--
Debt service	--	--	--
Capital projects	--	--	--
Total disbursements	<u>3,691,038</u>	<u>901,397</u>	<u>256,508</u>
Excess (deficiency) of receipts over (under) disbursements	(66,543)	(859,898)	1,556,024
Other financing sources (uses):			
Sale of assets	--	387,000	--
Proceeds of refunding bonds	--	--	--
Payment to refunded bond escrow agent	--	--	--
Operating transfers in	174,978	601,300	--
Operating transfers out	(32,800)	(447,000)	(1,496,674)
Total other financing sources (uses)	<u>142,178</u>	<u>541,300</u>	<u>(1,496,674)</u>
Net change in cash balances	75,635	(318,598)	59,350
Cash balances beginning of year	<u>1,123,275</u>	<u>2,393,125</u>	<u>197,875</u>
Cash balances end of year	<u>\$ 1,198,910</u>	<u>\$ 2,074,527</u>	<u>\$ 257,225</u>

(continued next page)

<u>Special Revenue</u>					
<u>Employee Benefit</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Nonmajor</u>	<u>Total</u>	
\$ 1,214,858	\$ 334,433	\$ --	\$ --	\$ 3,770,195	
--	--	--	--	1,811,065	
51,832	4,733	--	1,393,239	1,649,866	
--	--	--	--	15,791	
2,414	4,804	13,902	5,289	317,872	
--	6,831	1,032,680	967,346	2,197,370	
--	--	--	--	470,858	
27,229	--	114,024	244,959	664,082	
<u>1,296,333</u>	<u>350,801</u>	<u>1,160,606</u>	<u>2,610,833</u>	<u>10,897,099</u>	
305,962	--	--	--	1,947,474	
--	--	--	912,078	2,089,766	
--	--	--	--	1,274	
--	--	--	90,162	1,245,017	
--	--	--	116,619	596,593	
676,038	--	--	9,270	1,078,948	
--	2,154,619	--	--	2,154,619	
--	--	3,825,114	--	3,825,114	
<u>982,000</u>	<u>2,154,619</u>	<u>3,825,114</u>	<u>1,128,129</u>	<u>12,938,805</u>	
314,333	(1,803,818)	(2,664,508)	1,482,704	(2,041,706)	
--	--	--	--	387,000	
--	5,995,000	--	--	5,995,000	
--	(5,840,000)	--	--	(5,840,000)	
--	1,980,142	1,574,684	477,582	4,808,686	
(183,878)	(323,755)	(134,182)	(1,238,218)	(3,856,507)	
<u>(183,878)</u>	<u>1,811,387</u>	<u>1,440,502</u>	<u>(760,636)</u>	<u>1,494,179</u>	
130,455	7,569	(1,224,006)	722,068	(547,527)	
<u>350,702</u>	<u>140,143</u>	<u>3,361,857</u>	<u>1,647,120</u>	<u>9,214,097</u>	
<u>\$ 481,157</u>	<u>\$ 147,712</u>	<u>\$ 2,137,851</u>	<u>\$ 2,369,188</u>	<u>\$ 8,666,570</u>	

CITY OF GRINNELL, IOWA
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS
AND CHANGES IN CASH BALANCES
GOVERNMENTAL FUNDS - Continued

As of and for the year ended June 30, 2015

	<u>General</u>	<u>Special Revenue</u>	
		<u>Equipment Replacement</u>	<u>Urban Renewal Tax Increment</u>
Cash Basis Fund Balances			
Nonspendable - Cemetery perpetual care	\$ --	\$ --	\$ --
Restricted for:			
Debt service	--	--	--
Capital projects	--	--	--
Urban renewal purpose	--	--	257,225
Streets	--	--	--
Equipment	--	2,074,527	--
Other purposes	--	--	--
Unassigned	<u>1,198,910</u>	<u>--</u>	<u>--</u>
Total cash basis fund balances	<u>\$ 1,198,910</u>	<u>\$ 2,074,527</u>	<u>\$ 257,225</u>

The accompanying notes are an integral part of these statements.

<u>Special Revenue Employee Benefit</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Nonmajor</u>	<u>Total</u>
\$ --	\$ --	\$ --	\$ 511,894	\$ 511,894
--	147,712	--	--	147,712
--	--	2,137,851	--	2,137,851
--	--	--	--	257,225
--	--	--	413,904	413,904
--	--	--	--	2,074,527
481,157	--	--	1,443,390	1,924,547
<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>1,198,910</u>
<u>\$ 481,157</u>	<u>\$ 147,712</u>	<u>\$ 2,137,851</u>	<u>\$ 2,369,188</u>	<u>\$ 8,666,570</u>

CITY OF GRINNELL, IOWA
STATEMENT OF CASH RECEIPTS, DISBURSEMENTS
AND CHANGES IN CASH BALANCES
PROPRIETARY FUNDS

As of and for the year ended June 30, 2015

	Enterprise	
	Water	Sewer
Operating receipts:		
Use of money and property	\$ --	\$ 8,600
Charges for service	1,599,561	1,570,552
Total operating receipts	1,599,561	1,579,152
Operating disbursements:		
Business type activities	1,249,881	871,869
Total operating disbursements	1,249,881	871,869
Excess of operating receipts over operating disbursements	349,680	707,283
Non-operating receipts (disbursements):		
Interest on investments	2,321	7,042
Intergovernmental	--	7,870
Miscellaneous	88,585	7,305
Debt service	(113,300)	(226,600)
Total non-operating receipts (disbursements)	(22,394)	(204,383)
Excess of receipts over disbursements	327,286	502,900
Operating transfers out	(113,809)	(613,810)
Total operating transfers in (out), net	(113,809)	(613,810)
Change in cash balances	213,477	(110,910)
Cash balances beginning of year	293,078	1,164,194
Cash balances end of year	\$ 506,555	\$ 1,053,284
Cash Basis Fund Balances		
Unrestricted	\$ 506,555	\$ 1,053,284
Total cash basis fund balances	\$ 506,555	\$ 1,053,284

The accompanying notes are an integral part of these statements.

Enterprise		
Solid Waste	Storm Sewer	Total
\$ --	\$ --	\$ 8,600
<u>1,141,542</u>	<u>298,481</u>	<u>4,610,136</u>
1,141,542	298,481	4,618,736
<u>950,503</u>	<u>195,412</u>	<u>3,267,665</u>
950,503	195,412	3,267,665
191,039	103,069	1,351,071
2,347	4,389	16,099
--	--	7,870
3,443	44,000	143,333
<u>--</u>	<u>--</u>	<u>(339,900)</u>
5,790	48,389	(172,598)
196,829	151,458	1,178,473
<u>(92,500)</u>	<u>(132,060)</u>	<u>(952,179)</u>
(92,500)	(132,060)	(952,179)
104,329	19,398	226,294
<u>350,373</u>	<u>765,482</u>	<u>2,573,127</u>
<u>\$ 454,702</u>	<u>\$ 784,880</u>	<u>\$ 2,799,421</u>
<u>\$ 454,702</u>	<u>\$ 784,880</u>	<u>\$ 2,799,421</u>
<u>\$ 454,702</u>	<u>\$ 784,880</u>	<u>\$ 2,799,421</u>

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Grinnell, Iowa is a political subdivision of the State of Iowa located in Poweshiek County. It was first incorporated in 1865 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development, and general government services. The City also provides water, sewer, storm sewer, and solid waste utilities for its citizens.

A. Reporting Entity

For financial reporting purposes, the City of Grinnell has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City. The City of Grinnell has no component units which meet the Governmental Accounting Standards Board criteria.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City, but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions: Poweshiek County Assessor's Conference Board, Poweshiek County Emergency Management Commission, and the Poweshiek County Joint E911 Service Board.

B. Basis of Presentation

Government-wide Financial Statements

The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for services.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories/components:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balance to be maintained permanently by the City, including the City's Permanent Fund.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or are imposed by law through constitutional provisions or enabling legislation. Enabling legislation did not result in any restricted net position.

Unrestricted net position consists of cash balances not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts from general and emergency levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs not paid from other funds.

Special Revenue:

The Equipment Replacement Fund is used to account for purchase and rental of equipment.

The Urban Renewal Tax Increment Fund is used to account for tax increment financing collections and the repayment of tax increment financing indebtedness.

The Employee Benefits Fund is used to account for the payment of payroll taxes and other employee benefits.

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

The Capital Projects Fund is used to account for the acquisition and construction of capital improvements.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The City reports the following major proprietary funds:

Enterprise:

The Water Fund accounts for the operation and maintenance of the City's water system.

The Sewer Fund accounts for the operation and maintenance of the City's wastewater treatment and sanitary sewer system.

The Solid Waste Fund accounts for the operation of the City's residential and commercial waste collection, composting and recycling.

The Storm Sewer Fund accounts for the operation of the City's storm sewer system.

C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there is both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications - committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from non-operating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as non-operating receipts and disbursements.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

D. Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Nonspendable - Amounts which cannot be spent because they are legally or contractually required to be maintained intact.

Restricted - Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors, or state or federal laws or are imposed by law through constitutional provisions or enabling legislation.

Assigned - Amounts the City Council intends to use for specific purposes.

Unassigned - All amounts not included in the preceding classifications.

E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information.

NOTE 2 - CASH AND POOLED INVESTMENTS

The City's deposits in banks at June 30, 2015 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Interest rate risk - The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in investments with maturities longer than 397 days but the maturities shall be consistent with the needs and use of the City.

Credit risk - The City had no investments with credit risk.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 3 - BONDS AND NOTES PAYABLE

Annual debt service requirements to maturity for general obligation notes and bonds and revenue notes are as follows:

Year Ending June 30,	General Obligation Notes & Bonds	
	Principal	Interest
2016	\$ 1,449,207	\$ 296,823
2017	1,575,000	265,291
2018	1,620,000	229,170
2019	810,000	189,275
2020	835,000	166,074
2021 - 2025	4,085,000	568,348
2026 - 2029	1,415,000	86,264
	<u>\$ 11,789,207</u>	<u>\$ 1,801,245</u>

Revenue Notes

The City has pledged future sewer customer receipts, net of specified operating disbursements, to repay \$2,210,000 in sewer revenue capital loan notes issued in July, 2009. Proceeds from the notes provided financing for the refunding of the City's 2003 Sewer Refunding Capital Loan Notes and fund improvements. The notes were payable solely from sewer customer net receipts and are payable through 2015. Annual principal and interest payments on the notes were expected to require less than 33 percent of net receipts. The total principal and interest remaining to be paid on the notes is \$ - 0 - . For the current year, principal and interest paid and total customer net receipts were approximately \$226,600 and \$707,300, respectively.

The City has pledged future water customer receipts, net of specified operating disbursements, to repay \$500,000 in water revenue capital loan notes issued in July, 2009. Proceeds from the notes provided financing for water improvements. The notes were payable solely from water customer net receipts and are payable through 2015. Annual principal and interest payments on the notes were expected to require less than 33 percent of net receipts. The total principal and interest remaining to be paid on the notes is \$ - 0 - . For the current year, principal and interest paid and total customer net receipts were approximately \$113,300 and \$349,700, respectively.

The resolutions providing for the issuance of the revenue notes include the following provisions:

- (a) The notes will only be redeemed from the future earnings of the enterprise activity and the note holders hold a lien on the future earnings of the funds.
- (b) Sufficient monthly transfers shall be made to separate sewer and water revenue note sinking accounts within the Enterprise Funds for the purpose of making the note principal and interest payments when due.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 3 - BONDS AND NOTES PAYABLE - Continued

- (c) Sufficient monthly transfers shall be made to sewer and water revenue note reserve accounts within the Enterprise Funds until specific minimum balances have been accumulated. These accounts are restricted for the purpose of paying for principal and interest on the notes when insufficient money is available in the sinking accounts.
- (d) Additional monthly transfers of \$2,000 to a sewer revenue note improvement account within the Enterprise Fund shall be made until specific minimum balances have been accumulated. This account is restricted for the purpose of paying for principal and interest on the notes when insufficient money is available in the sinking and reserve accounts, and available for extraordinary expenses or repairs, capital improvements and extensions to the utility.

NOTE 4 - DEFEASANCE OF DEBT

On September 18, 2014, the City issued \$5.995 million in General Obligation Bonds with an average interest rate of 2.47% to advance refund \$5.84 million of outstanding 2008 Series bonds with an average interest rate of 3.92%. The net proceeds of \$6.051 million, including \$155,000 of premium (after payment of \$99,000 in underwriting fees, insurance, and other issuance costs) were used to purchase U.S. government securities. Those securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the 2008 Series bonds. As a result, the 2008 Series bonds are considered to be defeased and the liability for those bonds has been removed from the government-wide statement of net assets.

The advance refunding resulted in a difference between the reacquisition price and the net carrying amount of the old debt of \$155,000. The City completed the advance refunding to reduce its total debt service payments over the next 12 years by \$537,750 and to obtain an economic gain (difference between the present values of the old and new debt service payments) of \$420,700.

NOTE 5 - PENSION PLAN

Plan Description - IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 - PENSION PLAN - Continued

Pension Benefits - A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Effective July 1, 2012, as a result of a 2010 law change, the contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2015, pursuant to the required rate, Regular members contributed 5.95% of pay and the City contributed 8.93% for a total rate of 14.88%.

The City's contributions to IPERS for the year ended June 30, 2015 were \$199,929.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 - PENSION PLAN - Continued

Collective Net Pension Liabilities, Collective Pension Expense, and Collective Deferred Outflows of Resources and Collective Deferred Inflows of Resources Related to Pensions - At June 30, 2015, the City's liability for its proportionate share of the collective net pension liability totaled \$1,308,193. The collective net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the collective net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the collective net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2014, the City's proportion was 0.032324%, which was a decrease of 0.000766% from its proportion measured as of June 30, 2013.

For the year ended June 30, 2015 the City's collective pension expense, collective deferred outflows and collective deferred inflows totaled \$89,610, \$236,546 and \$498,907 respectively.

Actuarial Assumptions - The total pension liability in the June 30, 2014 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation (effective June 30, 2014)	3.00%
Salary increases (effective June 30, 2014)	4.00%, average, including inflation
Investment rate of return (effective June 30, 1996)	7.50% per annum, compounded annually, net of pension plan investment expense, including inflation

The actuarial assumptions used in the June 30, 2014 valuation were based on the results of actuarial experience studies with dates corresponding to those listed above.

Mortality rates were based on the RP-2000 Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on Scale AA.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 - PENSION PLAN - Continued

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
US Equity	23%	6.31
Non US Equity	15	6.76
Private Equity	13	11.34
Real Estate	8	3.52
Core Plus Fixed Income	28	2.06
Credit Opportunities	5	3.67
TIPS	5	1.92
Other Real Assets	2	6.27
Cash	1	(0.69)
Total	<u>100%</u>	

Discount Rate - The discount rate used to measure the total pension liability was 7.5%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.5%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.5%) or 1-percentage-point higher (8.5%) than the current rate.

	<u>1% Decrease (6.5%)</u>	<u>Discount Rate (7.5%)</u>	<u>1% Increase (8.5%)</u>
City's proportionate share of the net pension liability	\$ 2,471,793	\$ 1,308,193	\$ 325,993

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 - PENSION PLAN - Continued

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

NOTE 6 - MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI)

Plan Description - MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City of Grinnell are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, Iowa 50266 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66 percent of the member's average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of 8 years). Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50 percent surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5 year DROP period. By electing to participate in DROP the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 6 - MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI) -
Continued

Disability and Death Benefits - Disability coverage is broken down into two types, accidental and ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50 percent of the member's average final compensation, for those with 5 or more years of service, or the member's service retirement benefit calculation amount, and 25 percent of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50 percent of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40 percent of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50 percent of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions - Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2015.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1 percent of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 30.41% for the year ended June 30, 2015.

The City's contributions to MFPRSI for the year ended June 30, 2015 was \$305,962.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 - Financial Reporting for Pension Plans, (GASB 67).

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 6 - MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI) -
Continued

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2014.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2015, the City had a liability of \$1,476,093 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2014, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2014, the City's proportion was .407200% which was an increase of .008759% from its proportions measured as of June 30, 2013.

For the year ended June 30, 2015 the City's collective pension expense, collective deferred outflows and collective deferred inflows totaled \$131,181, \$454,919, and \$698,049 respectively.

Actuarial Assumptions - The total pension liability in the June 30, 2014, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation	3.00%
Salary increases	4.50% to 15.11%, including inflation
Investment rate of return	7.50%, net of pension plan investment expense, including inflation

The actuarial assumptions used in the June 30, 2014 valuation were based on the results of an actuarial experience study for the period from July 1, 2002 to June 30, 2012.

Mortality rates were based weighting equal to 2/12 of the 1971 GAM table and 10/12 of the 1994 GAB table with no projection of future mortality improvement.

CITY OF GRINNELL, IOWA
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 6 - MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI) -
 Continued

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Core Plus Fixed Income	7.0%	3.8%
Emerging Markets Debt	3.0	6.5
Domestic Equities	12.5	6.0
Master Limited Partnerships (MLP)	5.0	8.5
International Equities	12.5	7.0
Core Investments	<u>40.0%</u>	
Tactical Asset Allocation	35.0	6.0
Private Equity	15.0	9.8
Private Non-Core Real Estate	5.0	9.3
Private Core Real Estate	5.0	6.8
Real Estate	<u>10.0</u>	
Total	<u><u>100.0%</u></u>	

Discount Rate - The discount rate used to measure the total pension liability was 7.5 percent. The projection of cash flows used to determine the discount rate assumed that contributions will be made at 9.40% of covered payroll and the City contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF GRINNELL, IOWA
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 6 - MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA (MFPRSI) -
 Continued

Sensitivity of City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percent lower (6.5 percent) or 1-percent higher (8.5 percent) than the current rate.

	1% Decrease 6.5%	Discount Rate 7.5%	1% Increase 8.5%
City's proportionate share of the net pension liability	\$ 2,830,291	\$ 1,476,093	\$ 350,877

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at www.mfprsi.org.

NOTE 7 - COMPENSATED ABSENCES

City employees accumulate a limited amount of earned but unused vacation and sick leave hours for subsequent use or for payment upon termination, retirement or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation and comp time, and sick leave payable to employees at June 30, 2015, primarily relating to the General Fund, is as follows:

<u>Type of Benefit</u>	<u>Amount</u>
Vacation and Comp Time	\$ 76,000
Sick Leave	167,000
Total	\$ 243,000

This liability has been computed based on rates of pay in effect at June 30, 2015.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 8 - INTERFUND TRANSFERS

The detail of interfund transfers for the year ended June 30, 2015 is as follows:

<u>Transfer to</u>	<u>Transfer from</u>	<u>Amount</u>
General	Special Revenue:	
	Hotel Motel Tax	\$ 62,500
	Employee Benefit	70,478
	Urban Renewal Tax Increment	16,000
	Enterprise:	
	Water	13,000
	Sewer	13,000
		<u>174,978</u>
Local Option Sales Tax	General	32,800
	Capital Projects	95,382
	Special Revenue:	
	Urban Renewal Tax Increments	<u>236,000</u>
		364,182
Special Revenue:	Special Revenue:	
Equipment Replacement	Urban Renewal Tax Increment	100,000
	Road Use	60,000
	Capital Projects	38,800
	Enterprise:	
	Sewer	250,000
	Solid Waste	92,500
	Water	50,000
	Storm Sewer	10,000
		<u>601,300</u>
Special Revenue:	Special Revenue:	
Insurance Review	Employee Benefit	113,400
Debt Service	Special Revenue:	
	Local Option Sales Tax	1,004,468
	Urban Renewal Tax Increment	<u>975,674</u>
		1,980,142
Capital Projects	Special Revenue:	
	Hotel Motel Tax	100,000
	Urban Renewal Tax Increment	169,000
	Road Use	11,250
	Equipment Replacement	447,000
	Debt Service	323,755
	Enterprise:	
	Sewer	350,810
	Water	50,809
	Storm Sewer	122,060
		<u>1,574,684</u>
		<u>\$ 4,808,686</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 - RISK MANAGEMENT

The City is a member in the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 727 members include various governmental entities throughout the State of Iowa. The Pool was formed in August, 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, and boiler/machinery. There has been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the risk pool are recorded as disbursements from its operating funds at the time of payment to the risk pool. The City's contributions to the Pool for the year ended June 30, 2015 were approximately \$164,000.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$350,000 per claim. Claims exceeding \$350,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location. Property risks exceeding \$250,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 - RISK MANAGEMENT - Continued

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred.

The City does not disclose a liability for losses in excess of reinsurance or excess risk-sharing recoveries unless it is deemed probable such losses have occurred and the amount of such loss can be reasonably estimated. Accordingly, at June 30, 2015, no liability has been disclosed in the City's financial statements. As of June 30, 2015, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The City also carries commercial insurance purchased from other insurers for coverage associated with airport liability, construction risk, volunteer coverage, workers' compensation, and employee blanket bond. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

NOTE 10 - OTHER POST EMPLOYMENT BENEFITS (OPEB)

Plan Description: The City operates a single-employer health benefit plan which provides medical benefits for employees and retirees. There are 58 active and no retired members in the plan. Retired participants must be age 55 or older at retirement.

The medical benefits are provided through a fully-insured plan with a commercial insurance carrier. Retirees under age 65 pay the same premium for the medical benefits as active employees.

Funding Policy: The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. The most recent active member monthly premiums for the City and plan members are \$583 for single coverage and \$1,361 for family coverage. For the year ended June 30, 2015, the City contributed \$107,451 and plan members eligible for benefits contributed \$12,075 to the plan.

CITY OF GRINNELL, IOWA
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 11 - HOSPITAL REVENUE REFUNDING BONDS

The City has issued a total of \$4.0 million of Hospital Revenue Refunding Bonds under the provisions of Chapter 419 of the Code of Iowa, of which \$3.92 million is outstanding at June 30, 2015. The bonds and related interest are payable solely from the revenues of the Grinnell Regional Medical Center, and the bond principal and interest do not constitute liabilities of the City.

NOTE 12 - DEFICIT BALANCE

The Central Park Project fund , Reinvestment Project fund, Highway 146 & I-80 Signal Map fund, I-80 Interchange Project fund, and Sunset Street Improvement Project fund are reported as part of the Capital Projects fund and had deficit balances at June 30, 2015 in the amounts of \$8,968, \$10,660, \$29,124, \$132,829, and \$17,906, respectively. The deficit balances were a result of project costs incurred prior to availability of funds.

NOTE 13 - SUBSEQUENT EVENTS

Subsequent Events

The City has evaluated all subsequent events through December 9, 2015, the date the financial statements were available to be issued.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

Construction Contracts

The City has entered into several construction contracts that are still in process as of June 30, 2015. The net remaining amount committed to these contracts is approximately \$2,618,000, which will be paid with existing capital project funds, local option sales tax revenue, tax increment financing revenues, grant proceeds, and donations.

* * *

OTHER INFORMATION

CITY OF GRINNELL, IOWA
 BUDGETARY COMPARISON SCHEDULE
 OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN BALANCES -
 BUDGET AND ACTUAL (CASH BASIS) - ALL GOVERNMENTAL
 FUNDS AND PROPRIETARY FUNDS
 OTHER INFORMATION

Year ended June 30, 2015

	<u>Governmental Funds Actual</u>	<u>Proprietary Funds Actual</u>	<u>Total</u>
Receipts:			
Property tax	\$ 3,770,195	\$ --	\$ 3,770,195
Tax increment financing	1,811,065	--	1,811,065
Other city tax	1,649,866	--	1,649,866
Licenses and permits	15,791	--	15,791
Use of money and property	317,872	24,699	342,571
Intergovernmental	2,197,370	7,870	2,205,240
Charges for service	470,858	4,610,136	5,080,994
Miscellaneous	664,082	143,333	807,415
Total receipts	<u>10,897,099</u>	<u>4,786,038</u>	<u>15,683,137</u>
Disbursements:			
Public safety	1,947,474	--	1,947,474
Public works	2,089,766	--	2,089,766
Health and social services	1,274	--	1,274
Culture and recreation	1,245,017	--	1,245,017
Community and economic development	596,593	--	596,593
General government	1,078,948	--	1,078,948
Debt service	2,154,619	--	2,154,619
Capital projects	3,825,114	--	3,825,114
Business type activities	--	3,607,565	3,607,565
Total disbursements	<u>12,938,805</u>	<u>3,607,565</u>	<u>16,546,370</u>
Excess (deficiency) of receipts over (under) disbursements	(2,041,706)	1,178,473	(863,233)
Other financing sources (uses), net	<u>1,494,179</u>	<u>(952,179)</u>	<u>542,000</u>
Excess (deficiency) of receipts and other financing sources over (under) disbursements and other financing uses	(547,527)	226,294	(321,233)
Balances beginning of year	<u>9,214,097</u>	<u>2,573,127</u>	<u>11,787,224</u>
Balances end of year	<u>\$ 8,666,570</u>	<u>\$ 2,799,421</u>	<u>\$ 11,465,991</u>

See accompanying independent auditor's report.

<u>Budgeted Amounts</u>		<u>Final to Total Variance</u>
<u>Original</u>	<u>Final</u>	
\$ 3,764,293	\$ 3,764,293	\$ 5,902
1,793,431	1,793,431	17,634
1,378,314	1,585,384	64,482
73,450	5,221	10,570
317,816	342,061	510
1,576,904	2,234,517	(29,277)
5,210,347	5,290,342	(209,348)
1,821,388	2,515,669	(1,708,254)
<u>15,935,943</u>	<u>17,530,918</u>	<u>(1,847,781)</u>
2,086,557	2,087,626	140,152
2,547,477	2,625,726	535,960
2,000	2,000	726
1,157,993	1,325,207	80,190
797,588	756,050	159,457
1,754,775	1,821,015	742,067
1,995,274	8,221,114	6,066,495
4,742,629	4,105,060	279,946
4,554,001	4,530,401	922,836
<u>19,638,294</u>	<u>25,474,199</u>	<u>8,927,829</u>
(3,702,351)	(7,943,281)	7,080,048
<u>--</u>	<u>6,150,438</u>	<u>(5,608,438)</u>
(3,702,351)	(1,792,843)	1,471,610
<u>10,609,668</u>	<u>12,964,780</u>	<u>(1,177,556)</u>
<u>\$ 6,907,317</u>	<u>\$ 11,171,937</u>	<u>\$ 294,054</u>

CITY OF GRINNELL, IOWA
NOTES TO OTHER INFORMATION -
BUDGETARY REPORTING

June 30, 2015

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects, and business type activities. Function disbursements required to be budgeted included disbursements for the General Fund, Special Revenue Funds, Debt Service Fund, Capital Projects Funds, Permanent Funds, and Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, two budget amendments increased budgeted disbursements by \$5,835,905. The budget amendment is reflected in the final budgeted amount.

See accompanying independent auditor's report.

CITY OF GRINNELL, IOWA
 SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
 OF THE NET PENSION LIABILITY
 IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
 LAST FISCAL YEAR*

OTHER INFORMATION

City's proportion of the net pension liability	0.032324%
City's proportionate share of the net pension liability	\$ 1,308,000
City's covered-employee payroll:	\$ 2,159,000
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	60.58%
Plan fiduciary net position as a percentage of the total pension liability	87.61%

* The amounts presented for each fiscal year were determined as of June 30,

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Note: Amounts are rounded.

See accompanying independent auditor's report.

CITY OF GRINNELL, IOWA

SCHEDULE OF CITY CONTRIBUTIONS

IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
LAST 8 FISCAL YEARS

OTHER INFORMATION

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Statutorily required contribution	\$ 200,000	\$ 193,000	\$ 186,000	\$ 169,000
Contributions in relation to the statutorily required contribution	<u>(200,000)</u>	<u>(193,000)</u>	<u>(186,000)</u>	<u>(169,000)</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
City's covered-employee payroll	\$ 2,239,000	\$ 2,159,000	\$ 2,140,000	\$ 2,094,000
Contributions as a percentage of covered-employee payroll	8.93%	8.93%	8.69%	8.07%

Note: Amounts are rounded.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

See accompanying independent auditor's report.

<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
\$ 143,000	\$ 138,000	\$ 121,000	\$ 110,000
<u>(143,000)</u>	<u>(138,000)</u>	<u>(121,000)</u>	<u>(110,000)</u>
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ 2,057,000	\$ 2,049,000	\$ 1,898,000	\$ 1,819,000
6.95%	6.73%	6.35%	6.05%

CITY OF GRINNELL, IOWA

NOTES TO OTHER INFORMATION - PENSION LIABILITY

YEAR ENDED JUNE 30, 2015

Changes of benefit terms:

Legislation passed in 2010 modified benefit terms for current Regular members. The definition of final average salary changed from the highest three to the highest five years of covered wages. The vesting requirement changed from four years of service to seven years. The early retirement reduction increased from 3% per year measured from the member's first unreduced retirement age to a 6% reduction for each year of retirement before age 65.

In 2008, legislative action transferred four groups - emergency medical service providers, county jailers, county attorney investigators, and National Guard installation security officers - from Regular membership to the protection occupation group for future service only.

Benefit provisions for sheriffs and deputies were changed in the 2004 legislative session. The eligibility for unreduced retirement benefits was lowered from age 55 by one year each July 1 (beginning in 2004) until it reached age 50 on July 1, 2008. The years of service requirement remained at 22 or more. Their contribution rates were also changed to be shared 50-50 by the employee and employer, instead of the previous 40-60 split.

Changes of assumptions:

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30 year amortization period to a closed 30 year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20 year period.

The 2010 valuation implemented the following refinements as a result of a quadrennial experience study:

- Adjusted retiree mortality assumptions.
- Modified retirement rates to reflect fewer retirements.
- Lowered disability rates at most ages.
- Lowered employment termination rates.
- Generally increased the probability of terminating members receiving a deferred retirement benefit.
- Modified salary increase assumptions based on various service duration.

(continued next page)

CITY OF GRINNELL, IOWA

NOTES TO OTHER INFORMATION - PENSION LIABILITY - Continued

YEAR ENDED JUNE 30, 2015

The 2007 valuation adjusted the application of the entry age normal cost method to better match projected contributions to the projected salary stream in the future years. It also included in the calculation of the UAL amortization payments the one-year lag between the valuation date and the effective date of the annual actuarial contribution rate.

The 2006 valuation implemented the following refinements as a result of a quadrennial experience study:

- Adjusted salary increase assumptions to service based assumptions.
- Decreased the assumed interest rate credited on employee contributions from 4.25% to 4.00%.
- Lowered the inflation assumption from 3.50% to 3.25%.
- Lowered disability rates for sheriffs and deputies and protection occupation members.

* * *

See accompanying independent auditor's report.

CITY OF GRINNELL, IOWA
 SCHEDULE OF THE CITY'S PROPORTIONATE SHARE
 OF THE NET PENSION LIABILITY
 MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA
 LAST FISCAL YEAR*

OTHER INFORMATION

City's proportion of the net pension liability	0.407200%
City's proportionate share of the net pension liability	\$ 1,476,000
City's covered-employee payroll:	\$ 1,006,000
City's proportionate share of the net pension liability as a percentage of its covered-employee payroll	146.72%
Plan fiduciary net position as a percentage of the total pension liability	86.27%

* The amounts presented for each fiscal year were determined as of June 30,

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

Note: Amounts are rounded.

See accompanying independent auditor's report.

CITY OF GRINNELL, IOWA

SCHEDULE OF CITY CONTRIBUTIONS

MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA
LAST 8 FISCAL YEARS

OTHER INFORMATION

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Statutorily required contribution	\$ 306,000	\$ 303,000	\$ 261,000	\$ 253,000
Contributions in relation to the statutorily required contribution	<u>(306,000)</u>	<u>(303,000)</u>	<u>(261,000)</u>	<u>(253,000)</u>
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
District's covered-employee payroll	\$ 1,006,000	\$ 1,006,000	\$ 997,000	\$ 1,025,000
Contributions as a percentage of covered-employee payroll	30.41%	30.12%	26.18%	24.68%

Note: Amounts are rounded.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

See accompanying independent auditor's report.

<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>
\$ 189,000	\$ 164,000	\$ 165,000	\$ 207,000
<u>(189,000)</u>	<u>(164,000)</u>	<u>(165,000)</u>	<u>(207,000)</u>
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ 951,000	\$ 966,000	\$ 880,000	\$ 810,000
19.87%	16.98%	18.75%	25.56%

CITY OF GRINNELL, IOWA
NOTES TO OTHER INFORMATION - PENSION LIABILITY
YEAR ENDED JUNE 30, 2015

Changes of benefit terms:

There were no significant changes of benefit terms.

Changes of assumptions:

Effective July 1, 2014, two additional steps were taken to phase in the 1994 Group Annuity Mortality Table for post-retirement mortality. The two additional steps result in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.

See accompanying independent auditor's report.

SUPPLEMENTARY INFORMATION

CITY OF GRINNELL, IOWA
SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS
AND CHANGES IN CASH BALANCES
NON-MAJOR GOVERNMENTAL FUNDS

As of and for the year ended June 30, 2015

	Special Revenue		
	Road Use	Local Option Sales Tax	Unemployment Reserve
Receipts:			
Other City tax	\$ --	\$ 1,088,829	\$ --
Use of money and property	--	2,712	242
Intergovernmental	958,511	--	--
Miscellaneous	--	--	--
Total receipts	958,511	1,091,541	242
Disbursements:			
Operating:			
Public works	912,078	--	--
Culture and recreation	--	--	--
Community and economic development	--	21,486	--
General government	--	--	--
Total disbursements	912,078	21,486	--
Excess (deficiency) of receipts over (under) disbursements	46,433	1,070,055	242
Other financing sources (uses):			
Operating transfers in	--	364,182	--
Operating transfers out	(71,250)	(1,004,468)	--
Total other financing sources (uses)	(71,250)	(640,286)	--
Net change in cash balances	(24,817)	429,769	242
Cash balances beginning of year	438,721	340,762	24,640
Cash balances end of year	\$ 413,904	\$ 770,531	\$ 24,882
Cash Basis Fund Balances			
Nonspendable - Cemetery perpetual care	\$ --	\$ --	\$ --
Restricted for:			
Streets	413,904	--	--
Other purposes	--	770,531	24,882
Total cash basis fund balances	\$ 413,904	\$ 770,531	\$ 24,882

(continued next page)

Special Revenue			
<u>Insurance Deductible</u>	<u>Insurance Reserve</u>	<u>Insurance Escrow</u>	<u>Hotel Motel Tax</u>
\$ --	\$ --	\$ --	\$ 304,410
367	334	--	979
--	--	--	--
<u>--</u>	<u>7,660</u>	<u>--</u>	<u>2,542</u>
367	7,994	--	307,931
--	--	--	--
--	--	--	95,133
<u>2,000</u>	<u>7,270</u>	<u>--</u>	<u>--</u>
2,000	7,270	--	95,133
(1,633)	724	--	212,798
--	113,400	--	--
<u>--</u>	<u>--</u>	<u>--</u>	<u>(162,500)</u>
--	113,400	--	(162,500)
(1,633)	114,124	--	50,298
<u>68,750</u>	<u>51,897</u>	<u>9,790</u>	<u>146,108</u>
<u>\$ 67,117</u>	<u>\$ 166,021</u>	<u>\$ 9,790</u>	<u>\$ 196,406</u>
\$ --	\$ --	\$ --	\$ --
--	--	--	--
<u>67,117</u>	<u>166,021</u>	<u>9,790</u>	<u>196,406</u>
<u>\$ 67,117</u>	<u>\$ 166,021</u>	<u>\$ 9,790</u>	<u>\$ 196,406</u>

CITY OF GRINNELL, IOWA
 SCHEDULE OF CASH RECEIPTS, DISBURSEMENTS
 AND CHANGES IN CASH BALANCES
 NON-MAJOR GOVERNMENTAL FUNDS - Continued

As of and for the year ended June 30, 2015

	Special Revenue Library Gifts	Permanent Cemetery Perpetual Care
Receipts:		
Other City tax	\$ --	\$ --
Use of money and property	655	--
Intergovernmental	8,835	--
Miscellaneous	231,174	3,423
Total receipts	240,664	3,423
Disbursements:		
Operating:		
Public works	--	--
Culture and recreation	90,162	--
Community and economic development	--	--
General government	--	--
Total disbursements	90,162	--
Excess (deficiency) of receipts over (under) disbursements	150,502	3,423
Other financing sources (uses):		
Operating transfers in	--	--
Operating transfers out	--	--
Total other financing sources (uses)	--	--
Net change in cash balances	150,502	3,423
Cash balances beginning of year	58,141	505,251
Cash balances end of year	208,643	508,674
Cash Basis Fund Balances		
Nonspendable - Cemetery perpetual care	\$ --	\$ 508,674
Restricted for:		
Streets	--	--
Other purposes	208,643	--
Total cash basis fund balances	208,643	508,674

See accompanying independent auditor's report.

<u>Permanent Cemetery Trees</u>	<u>Total</u>
\$ --	\$ 1,393,239
--	5,289
--	967,346
<u>160</u>	<u>244,959</u>
160	2,610,833
--	912,078
--	90,162
--	116,619
<u>--</u>	<u>9,270</u>
<u>--</u>	<u>1,128,129</u>
160	1,482,704
--	477,582
<u>--</u>	<u>(1,238,218)</u>
<u>--</u>	<u>(760,636)</u>
160	722,068
<u>3,060</u>	<u>1,647,120</u>
<u>\$ 3,220</u>	<u>\$ 2,369,188</u>
\$ 3,220	\$ 511,894
--	413,904
<u>--</u>	<u>1,443,390</u>
<u>\$ 3,220</u>	<u>\$ 2,369,188</u>

CITY OF GRINNELL, IOWA
 SCHEDULE OF INDEBTEDNESS
 Year ended June 30, 2015

<u>Obligation</u>	<u>Date of Issue</u>	<u>Interest Rates</u>	<u>Amount Originally Issued</u>
General Obligation Notes and Bonds:			
2006 B Capital Loan Note	May 15, 2006	6.50%	\$ 108,755
2008 Refunding Capital Loan Notes	April 1, 2008	4.40%	200,000
2008 Local Option Sales Tax Bonds	May 1, 2008	3.75 - 4.00%	6,500,000
2009 Local Option Sales Tax Bonds	February 1, 2009	2.40 - 3.80%	3,700,000
2009 Urban Renewal Refunding Bonds	October 1, 2009	2.25 - 4.45%	1,900,000
2010 Urban Renewal Refunding Bonds	April 1, 2010	1.00 - 1.80%	2,315,000
2011 Urban Renewal Refunding Bonds	December 1, 2011	.5 - 1.45%	2,765,000
2014 Local Option Sales Tax Bonds	September 18, 2014	2.00-3.00%	5,995,000
Total General Obligation Notes and Bonds			
Revenue Notes:			
2009 Water Revenue Capital Loan Note Series A	July 1, 2009	3.00%	500,000
2009 Sewer Revenue Capital Loan Note Series B	July 1, 2009	2.75 - 3.00%	2,210,000
Total Revenue Notes			

See accompanying independent auditor's report.

<u>Balance Beginning of Year</u>	<u>Issued During Year</u>	<u>Redeemed During Year</u>	<u>Balance End of Year</u>	<u>Interest Paid</u>	<u>Interest Due and Unpaid</u>
\$ 27,547	\$ --	\$ 13,340	\$ 14,207	\$ 1,791	\$ 76
140,000	--	25,000	115,000	6,160	422
6,500,000	--	5,840,000	660,000	252,125	21,010
1,845,000	--	515,000	1,330,000	63,730	3,938
1,485,000	--	120,000	1,365,000	52,113	4,093
485,000	--	485,000	--	8,730	--
2,525,000	--	215,000	2,310,000	29,120	2,301
<u>--</u>	<u>5,995,000</u>	<u>--</u>	<u>5,995,000</u>	<u>198,635</u>	<u>11,843</u>
<u>\$13,007,547</u>	<u>\$5,995,000</u>	<u>\$7,213,340</u>	<u>\$ 11,789,207</u>	<u>\$ 612,404</u>	<u>\$ 43,683</u>
\$ 110,000	\$ --	\$ 110,000	\$ --	\$ 3,300	\$ --
<u>220,000</u>	<u>--</u>	<u>220,000</u>	<u>--</u>	<u>6,600</u>	<u>--</u>
<u>\$ 330,000</u>	<u>\$ --</u>	<u>\$ 330,000</u>	<u>\$ --</u>	<u>\$ 9,900</u>	<u>\$ --</u>

CITY OF GRINNELL, IOWA
 BOND AND NOTE MATURITIES
 June 30, 2015

Year ending June 30,	General Obligation Bonds and Notes					
	2006 B Capital Loan Note		2008 Local Option Sales Tax Bonds		2008 Refunding Capital Loan Notes	
	Issued May 15, 2006		Issued May 1, 2008		Issued April 1, 2008	
	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount
2016	6.50%	\$ 14,207	--	\$ --	4.40%	\$ 65,000
2017		--	--	--	4.40	25,000
2018		--	3.75%	340,000	4.40	25,000
2019		--	3.75	320,000		--
2020		--		--		--
2021		--		--		--
2022		--		--		--
2023		--		--		--
2024		--		--		--
2025		--		--		--
2026		--		--		--
2027		--		--		--
2028		--		--		--
2029		--		--		--
		<u>\$ 14,207</u>		<u>\$ 660,000</u>		<u>\$ 115,000</u>

(continued next page)

See accompanying independent auditor's report.

General Obligation Bonds and Notes								
2009 Local Option Sales Tax Bonds		2009 Urban Renewal Bonds		2011 Urban Renewal Bonds		2014 Local Option Sales Tax Bonds		Total
Issued February 1, 2009		Issued October 1, 2009		Issued December 1, 2011		Issued September 18, 2014		
Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	Interest Rates	Amount	
3.40%	\$ 540,000	2.50%	\$ 120,000	0.90 %	\$ 710,000		\$ --	\$ 1,449,207
3.60	565,000	3.00	130,000	1.20	790,000	2.00%	65,000	1,575,000
3.80	225,000	3.00	135,000	1.45	810,000	2.00	85,000	1,620,000
--	--	3.00	140,000	--	--	2.00	350,000	810,000
--	--	3.20	145,000	--	--	2.00	690,000	835,000
--	--	--	--	--	--	2.00	715,000	715,000
--	--	--	--	--	--	2.00	735,000	735,000
--	--	4.00	200,000	--	--	2.25	745,000	945,000
--	--	--	--	--	--	2.50	760,000	760,000
--	--	4.20	150,000	--	--	2.75	780,000	930,000
--	--	--	--	--	--	3.00	800,000	800,000
--	--	4.25	165,000	--	--	3.00	270,000	435,000
--	--	--	--	--	--	--	--	--
--	--	4.45	180,000	--	--	--	--	180,000
	<u>\$1,330,000</u>		<u>\$1,365,000</u>		<u>\$ 2,310,000</u>		<u>\$5,995,000</u>	<u>\$ 11,789,207</u>

CITY OF GRINNELL, IOWA
SCHEDULE OF RECEIPTS BY SOURCE AND
DISBURSEMENTS BY FUNCTION -
ALL GOVERNMENTAL FUNDS
For the Last Ten Years

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>
Receipts:				
Property tax	\$ 3,770,195	\$ 3,768,602	\$ 3,699,917	\$ 3,721,305
Tax increment financing	1,811,065	1,698,609	1,725,321	1,403,920
Other city tax	1,649,866	1,300,279	1,187,763	1,411,015
Licenses and permits	15,791	71,400	70,729	78,285
Use of money and property	317,872	197,433	213,365	172,776
Intergovernmental	2,197,370	3,138,796	1,793,317	3,085,054
Charges for service	470,858	496,021	441,162	478,716
Special assessments	--	--	--	5,612
Miscellaneous	664,082	462,930	1,729,822	2,625,965
	<u>\$ 10,897,099</u>	<u>\$ 11,134,070</u>	<u>\$ 10,861,396</u>	<u>\$ 12,982,648</u>
Disbursements:				
Operating:				
Public safety	\$ 1,947,474	\$ 1,740,853	\$ 1,721,070	\$ 1,983,835
Public works	2,089,766	1,645,328	1,276,745	1,260,714
Health and social services	1,274	1,000	1,620	898
Culture and recreation	1,245,017	1,093,433	1,080,732	1,054,957
Community and economic development	596,593	1,081,742	1,232,641	811,409
General government	1,078,948	1,416,547	1,365,377	1,192,906
Debt service	2,154,619	1,809,633	1,827,961	4,405,315
Capital projects	3,825,114	4,277,032	1,800,931	4,934,388
	<u>\$ 12,938,805</u>	<u>\$ 13,065,568</u>	<u>\$ 10,307,077</u>	<u>\$ 15,644,422</u>

See accompanying independent auditor's report.

	<u>2011</u>	<u>2010</u>	<u>2009</u>	<u>2008</u>	<u>2007</u>	<u>2006</u>
\$	3,603,350	\$ 3,452,308	\$ 3,366,606	\$ 3,087,015	\$ 2,999,391	\$ 3,056,035
	1,512,596	1,376,451	1,126,535	922,033	868,911	503,377
	1,154,105	1,128,032	1,131,921	1,386,718	8,125	70,911
	70,828	73,202	70,469	60,571	3,619	14,309
	202,269	293,896	326,197	249,572	207,611	123,410
	2,868,686	2,447,855	2,249,586	2,167,720	1,764,014	2,864,425
	525,196	307,633	196,393	468,998	189,815	221,497
	--	--	--	848	6,629	15,039
	<u>3,025,026</u>	<u>1,682,009</u>	<u>3,568,962</u>	<u>629,659</u>	<u>2,603,867</u>	<u>1,290,592</u>
\$	<u>12,962,056</u>	<u>10,761,386</u>	<u>12,036,669</u>	<u>8,973,134</u>	<u>8,651,982</u>	<u>8,159,595</u>
\$	1,907,607	\$ 1,716,902	\$ 1,597,813	\$ 1,595,471	\$ 1,813,974	\$ 1,768,132
	1,117,766	1,187,834	1,009,404	1,625,587	1,722,727	778,029
	972	11,285	--	--	--	--
	1,124,820	1,042,095	946,258	826,726	1,084,280	876,011
	791,112	884,813	924,032	1,064,758	1,874,595	974,415
	1,107,407	1,044,360	1,029,102	1,004,039	962,178	1,037,363
	1,737,290	3,417,738	940,726	509,432	356,601	696,402
	<u>5,177,493</u>	<u>11,310,062</u>	<u>11,624,953</u>	<u>5,434,166</u>	<u>2,302,993</u>	<u>6,303,046</u>
\$	<u>12,964,467</u>	<u>20,615,089</u>	<u>18,072,288</u>	<u>12,060,179</u>	<u>10,117,348</u>	<u>12,433,398</u>

CITY OF GRINNELL, IOWA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended June 30, 2015

<u>Grantor/Program</u>	<u>CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Program Expenditures</u>
Direct:			
U.S. Department of Transportation: Federal Aviation Administration Airport Improvement Program	20.106	3-19-0039-12-2014	\$ 285,120
Total direct			
Indirect:			
U.S. Department of Transportation: Iowa Department of Transportation: Highway Planning and Construction	20.205	HDP-146-2(32)-71-79	500,590
Highway Planning and Construction	20.205	STP-0-3127(627)-70-79	<u>86,045</u>
			586,635
U.S. Department of Housing and Urban Development: Iowa Department of Economic Development: Community Development Block Grant Program	14.228	11-HSG-021	<u>17,764</u>
Total indirect			<u>604,399</u>
			<u>\$ 889,519</u>

Basis of Presentation -The Schedule of Expenditures of Federal Awards includes the federal grant activity of City of Grinnell and is presented on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

See accompanying independent auditor's report.

COMMENTS AND RECOMMENDATIONS

Gronewold, Bell, Kyhnn & Co. P.C.

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS AND FINANCIAL CONSULTANTS

1910 EAST 7th STREET BOX 369
ATLANTIC, IOWA 50022-0369
(712) 243-1800
FAX (712) 243-1265
CPA@GBKCO.COM

MARK D. KYHNN
DAVID L. HANNASCH
KENNETH P. TEGELS
CHRISTOPHER J. NELSON
DAVID A. GINTHER

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Honorable Mayor and
Members of the City Council

We have audited in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Grinnell, Iowa, as of and for the year ended June 30, 2015, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 9, 2015. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than U.S. generally accepted accounting principles.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City of Grinnell's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Grinnell's internal control. Accordingly, we do not express an opinion on the effectiveness of the City of Grinnell's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility a material misstatement of the City of Grinnell's financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control which is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Honorable Mayor and
Members of the City Council

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be significant deficiencies: 15-II-A.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Grinnell's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under Government Auditing Standards. However, we noted certain immaterial instances of non-compliance or other matters which are described in Part IV of the accompanying schedule of findings and questioned costs.

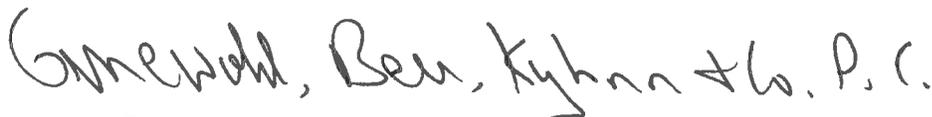
Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2015 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

Responses to Findings

The City of Grinnell's responses to findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City of Grinnell's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Atlantic, Iowa
December 9, 2015

Gronewold, Bell, Kyhnn & Co. P.C.

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS AND FINANCIAL CONSULTANTS

1910 EAST 7th STREET BOX 369
ATLANTIC, IOWA 50022-0369
(712) 243-1800
FAX (712) 243-1265
CPA@GBKCO.COM

MARK D. KYHNN
DAVID L. HANNASCH
KENNETH P. TEGELS
CHRISTOPHER J. NELSON
DAVID A. GINTHER

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by OMB Circular A-133

To the Honorable Mayor and
Members of the City Council

Report on Compliance for Each Major Federal Program

We have audited the City of Grinnell, Iowa's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on the City of Grinnell's major federal program for the year ended June 30, 2015. The City of Grinnell's major federal program is identified in Part I of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grant agreements applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the City of Grinnell's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Grinnell's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City of Grinnell's compliance.

To the Honorable Mayor and
Members of the City Council

Opinion on Each Major Federal Program

In our opinion, the City of Grinnell complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2015.

Report on Internal Control Over Compliance

The management of the City of Grinnell is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City of Grinnell's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City of Grinnell's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct non-compliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance such that there is a reasonable possibility material non-compliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Gwendolyn, Ben, Kyhan & Co. P.C.

Atlantic, Iowa
December 9, 2015

CITY OF GRINNELL, IOWA
 Schedule Of Findings And Questioned Costs
 Year ended June 30, 2015

PART I: Summary of the Independent Auditor's Results

Financial Statements

- (a) Type of auditor's report issued:
- Unmodified opinions were issued on the financial statements which were prepared on the basis of cash receipts and disbursements, which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles.
- (b) Internal control over financial reporting:
- Material weakness(es) identified? yes X no
 - Significant deficiency(ies) identified? X yes none reported
- (c) Noncompliance material to financial statements noted? yes X no

Federal Awards

- (d) Internal control over major program:
- Material weakness(es) identified? yes X no
 - Significant deficiency(ies) identified? yes X none reported
- (e) Type of auditor's report issued on compliance for major program:
- Unmodified.
- (f) Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of the OMB Circular A-133? yes X no
- (g) Identification of major program:
- CFDA Number 20.205 - Highway Planning and Construction
- (h) Dollar threshold used to distinguish between Type A and Type B programs: \$300,000.
- (i) Auditee qualified as low-risk auditee? X yes no

CITY OF GRINNELL, IOWA

Schedule of Findings and Questioned Costs

Year ended June 30, 2015

PART II: Findings Related to the Financial Statements

INTERNAL CONTROL DEFICIENCIES:

15-II-A Segregation of Duties: One important aspect of internal control is the segregation of duties among employees to prevent an individual employee from handling duties which are incompatible. However, because there are a limited number of people that have the primary responsibility for the accounting and financial duties, those aspects of internal accounting control which rely upon an adequate segregation of duties are missing in the City.

Recommendation: We recommend that the City review its control procedures to obtain the maximum internal control possible under the circumstances and the Council be aware of the lack of segregation of duties and that they act as an oversight group to the accounting personnel.

Response: We will continue work in this area to increase segregation of duties.

Conclusion: Response accepted.

INSTANCES OF NON-COMPLIANCE:

No matters were noted.

CITY OF GRINNELL, IOWA

Schedule of Findings and Questioned Costs

Year ended June 30, 2015

PART III: Findings and Questioned Costs For Federal Awards

INTERNAL CONTROL DEFICIENCIES:

CFDA Number 20.205: Highway Planning and Construction
Contract Numbers: HDP-146-2(32)-71-79
Federal Award Year: 2011
U.S. Department of Transportation

No matters were noted.

INSTANCES OF NON-COMPLIANCE:

No matters were noted.

PART IV: Other Findings Related to Statutory Reporting

- 15-IV-A Certified Budget: Disbursements during the year ended June 30, 2015 did not exceed the amounts budgeted.
- 15-IV-B Questionable Disbursements: During the audit, we did not note any disbursements that did not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.
- 15-IV-C Travel Expense: No expenditures of City money for travel expenses of spouses of City officials and/or employees were noted.
- 15-IV-D Business Transactions: In accordance with Chapter 362.5 of the Code of Iowa, no transactions between the City and the City officials and City employees were noted that represented conflicts of interest.
- 15-IV-E Bond Coverage: Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.
- 15-IV-F Council Minutes: No transactions were found that we believe should have been approved in the Council minutes but were not.
- 15-IV-G Deposits and Investments: We noted no instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa.
- 15-IV-H Revenue Bonds: No instances of non-compliance with the revenue bond resolutions were noted.

CITY OF GRINNELL, IOWA

Schedule of Findings and Questioned Costs

Year ended June 30, 2015

PART IV: Other Findings Related to Statutory Reporting - Continued

15-IV-I Urban Renewal Annual Report: The urban renewal annual report was properly approved and certified to the Iowa Department of Management on or before December 1 and no exceptions were noted.

15-IV-J Financial Condition: The following funds had deficit balances at June 30, 2015.

Capital projects:	
Central Park Project	\$ 8,968
Reinvestment Project	10,660
Highway 146 and I-80 Signal Map	29,124
I-80 Interchange Project	132,829
Sunset Street Improvement Project	17,906

Recommendation: The City should investigate alternatives to eliminate these deficits in order to return these funds to a sound financial position.

Response: The deficit fund balances will be eliminated during fiscal year 2016.

Conclusion: Response accepted.

* * *

Gronewold, Bell, Kyhnn & Co. P.C.

CERTIFIED PUBLIC ACCOUNTANTS • BUSINESS AND FINANCIAL CONSULTANTS

1910 EAST 7th STREET BOX 369
ATLANTIC, IOWA 50022-0369
(712) 243-1800
FAX (712) 243-1265
CPA@GBKCO.COM

MARK D. KYHNN
DAVID L. HANNASCH
KENNETH P. TEGELS
CHRISTOPHER J. NELSON
DAVID A. GINTHER

February 2, 2016

To the Mayor and City Council
City of Grinnell

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Grinnell for the year ended June 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and OMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated July 2, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Grinnell are described in Note 1 to the financial statements. We noted no transactions entered into by the City of Grinnell during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 9, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City of Grinnell's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Grinnell's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

The attached Schedule of Findings and Questioned Costs summarizes matters identified during the audit.

Other Matters

We were engaged to report on supplementary information, which accompany the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statement themselves.

To the Mayor and City Council
City of Grinnell

- 3 -

Restriction on Use

This information is intended solely for the use of the Mayor and City Council and management of the City of Grinnell and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

GRONEWOLD, BELL, KYHNN & CO. P.C.



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, FEBRUARY 15, 2016 AT 7:00 A.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: Wray (Chair), White, Hansen.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Presentation of group insurance renewals for July 1, 2017.
2. Discuss development project with Brian Megal.
3. Discuss Mike Allen's purchase of Blue Stone Properties – Tenant Buildings and request to transfer rebate agreement.
4. Consider Campbell Fund special request from Mid-Iowa Community Action, Inc., Poweshiek County Family Development Center in the amount of \$1,500.00.
5. Consider Campbell Fund special request from Grinnell Regional Medical Center for the Community Care Clinic in the amount of \$5,000.00.
6. Consider resolution amending policies and procedures for examination of open records (See Resolution No. 2016-17).
7. Consider resolution setting the public hearing on the budget estimate for fiscal year beginning July 1, 2016 and ending June 30, 2017 (See Resolution No. 2016-18).

INQUIRIES:

ADJOURNMENT

ORIGINAL

AGREEMENT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF GRINNELL, IOWA

AND

BLUE STONE PROPERTIES, LLC

November, 2012

respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2013 and ending on November 1, 2020, both dates inclusive. Developer shall provide supporting information for their Annual Certifications upon request of the City. See Exhibit F for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer will lease the Minimum Improvements to entities that fulfill the employee obligations in Section 6.6 until the Termination Date of this Agreement.

Section 6.9 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

Execution Version 11/19/12

7.2 Prohibition Against Use as Non-Taxable or Centrally Assessed Property.

During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer up to an aggregate total amount not to exceed Two Hundred Thirty Thousand Dollars (\$230,000) under the following formula:

Assuming completion by December, 2012, full assessment of the Minimum Improvements on January 1, 2013, and debt certification to the Auditor by the City prior to December 1, 2013, the Economic Development Grants shall commence on June 1, 2015, and end on June 1, 2022, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2015	100% of Tax Increments for Fiscal Year 14-15
June 1, 2016	100% of Tax Increments for Fiscal Year 15-16
June 1, 2017	100% of Tax Increments for Fiscal Year 16-17
June 1, 2018	100% of Tax Increments for Fiscal Year 17-18

Execution Version 11/19/12

June 1, 2019	100% of Tax Increments for Fiscal Year 18-19
June 1, 2020	100% of Tax Increments for Fiscal Year 19-20
June 1, 2021	100% of Tax Increments for Fiscal Year 20-21
June 1, 2022	100% of Tax Increments for Fiscal Year 21-22

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on Development Property under the terms of the Ordinance and deposited into the Blue Stone Properties, LLC TIF Account II (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding six-month period in respect of the Development Property and the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the construction of two approximately 9,500 square foot buildings on the Development Property. The buildings will be used as multi-tenant retail buildings. The construction will allow for the hiring of employees. The construction of the Minimum Improvements was completed in 2012 and was expected to require a total investment of approximately \$1.2 Million (building only). For the purposes of this Agreement, the incremental taxes are measured by the difference between the full assessed value as of January 1, 2013 and the assessed value as of January 1, 2011 (which was \$0 for building only). No Tax Increment will be generated from the value of the land at the Development Property. The Minimum Improvements are expected to be assessed at approximately \$900,000 upon completion.

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2013. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2013, then the Economic Development Grants will not begin as scheduled above. In no event shall the City certify a request for Tax Increment to the County until the Minimum Improvements are fully assessed. It is the responsibility of the Developer to inform the City in writing when the

Execution Version 11/19/12

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2022, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall reimburse the City for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

Execution Version 11/19/12



2015 = \$1000⁰⁰

Mid-Iowa Community Action, Inc.

Poweshiek County Family Development Center

January 26, 2016

City Council of Grinnell
927 4th Ave.
Grinnell, Iowa 50112

Dear City Council of Grinnell,

As the city creates its budget for the upcoming fiscal year, the staff of Mid-Iowa Community Action, Inc. (MICA) asks that you include \$1,500 to support MICA's Poweshiek County Family Development Center in Grinnell. However, any donation would be greatly appreciated.

Your contribution will help keep the center, including the Poweshiek County Emergency Food Pantry, open five days a week. It will also defray the cost of staffing the center with a family development worker who coordinates emergency services for all of the families who call or visit the center daily. To put the center's vital role in perspective, MICA served 2,266 Poweshiek County residents through the center last year. These numbers include the families served primarily by our emergency services programs, which are housed in the family development center and staffed by the family development worker. While there is some crossover, these numbers do not include families enrolled in our health, family development or housing programs. In fiscal year 2015, MICA served 27,977 people through all of its programs.

Thank you for your consideration of this funding request and for your support of MICA and its mission: Helping people. Changing lives. Building communities. Please feel free to contact myself, Family Development Center Director, at 641-236-3923 or danielle.wonderly@micaonline.org if you have any questions or would like more information about MICA and its services.

Sincerely,

Danielle Wonderly
Family Development Center Director

About MICA

MICA is a private, nonprofit organization serving children and families in central Iowa. Established in 1965 to serve children and families affected by the conditions of poverty, MICA's foundational programs include: Early Head Start, Head Start, Women, Infants, and Children (WIC), Maternal and Child Health, Weatherization, Energy Assistance, and Family Development. MICA primarily serves families in Hardin, Marshall, Poweshiek, Story, and Tama counties.

Helping People. Changing Lives. Building Communities.

January 15, 2016

Mayor Gordon Canfield
City of Grinnell
927 Fourth Avenue
Grinnell, Iowa 50112

Dear Mayor Canfield,

Grinnell Regional Medical Center appreciates the support the Campbell Fund provides to GRMC and to the entire community. GRMC provides healthcare to all who need it, regardless of their race, age, sexual orientation, or their ability to pay for their care. Specifically, we want to lift up a GRMC program for consideration for financial support from the Campbell Fund.

I. Grinnell Regional Community Care Clinic

The Campbell Fund has supported the Grinnell Regional Community Care Clinic for several years with a \$5,000 donation. We are incredibly grateful for these gifts that help us to provide a medical home for people without health insurance.

In 2005, GRMC opened the Community Care Clinic in response to people without health insurance and without a medical home who sought healthcare in the emergency department for non-emergent health needs. These patients needed medical attention and had no place else to go. Often it was for an acute illness rather than something that required emergency care. They incurred large medical bills that they were unable to pay. This made their situation even worse and also affected the fiscal health of the medical center.

Many also presented when their health issue was so great they could no longer go without medical care. It is possible that if they had access to healthcare earlier in their illness, treatment could have been much less involved and less expensive. And tragically, some patients were diagnosed with advanced stages of cancer or infections that were very difficult to treat.

Today, a monthly clinic on the first Thursday of the month from 1 to 4 p.m. at the Light Center for Public Health sees 122 patient visits annually. The clinic provides this care with an annual cost of approximately \$18,500. That averages out to about \$150 per patient visit. This is a tremendous value. Patients using the clinic are between 0 and 64 years of age who are working but cannot afford health insurance—even with the changes that the Accountable Care Act has made possible in recent years.

The clinic is open to residents of Poweshiek County. The majority of patient visits, 90 percent, are from Grinnell residents. Through the year 2015, we had 110 patient visits from Grinnell residents.

Clinic staff members see many individuals getting healthcare services for the first time in years as is evidenced by the various chronic conditions such as diabetes, high blood pressure, and high cholesterol levels that patients have. The clinic staff has



recognized.renowned.remarkable.

diagnosed simple acute illnesses, done routine physicals for employment opportunities, as well as more complex medical issues such as cancer.

I. Our Request

We would like to request a \$5,000 from the Campbell Fund for the Community Care Clinic. As always, we continue to look for additional sources of funds for these community services and appreciate the support from the Campbell Fund.

Please let me know if we can provide any additional information or answer any questions you may have.

Sincerely,



Denise Lamphier
Director of Communications and Development
Grinnell Regional Medical Center
210 Fourth Avenue
Grinnell, Iowa 50112
641-236-2589
dlamphier@grmc.us

Thank you for your ongoing support of this important service. The Campbell Fund is making a difference to so many lives!

RESOLUTION NO 2016-17

RESOLUTION AMENDING POLICIES AND PROCEDURES FOR EXAMINATION OF OPEN RECORDS

BE IT RESOLVED BY the City Council of the City of Grinnell;

WHEREAS, the City Council does hereby approve POLICIES AND PROCEDURES FOR EXAMINATION OF OPEN RECORDS as follows:

1. Persons seeking public records within the control of the City of Grinnell may examine such records under the supervision of city staff. Examination of public records shall take place at City Hall during regular office hours (Monday – Friday 7:30 a.m. – 4:30 p.m., except holidays) under the supervision of City Clerk personnel. The City Clerk shall make available a suitable desk or table in the City Administrative Office for this purpose. City personnel shall deliver public records not maintained in the City Administrative office to that office for examination purposes. There shall be no charge for supervising the examination of public records for the first 30 minutes. Supervision charges after the first 30 minutes shall be \$24.00 per hour. These fees may be waived
2. It shall be the policy of the City to respond promptly to requests for access to public records. However, responses to such requests shall not interfere with the performance of essential services and may be delayed as reasonably necessary depending on the scope of the request and personnel availability.
3. Time spent on records retrieval shall be limited to 30 minutes. Charges for records retrieval service after the first 30 minutes shall be \$24.00 an hour. Records retrieval service is limited to identifying and producing records that include or may include information being sought. This service does not include research or preparation of any written reports, summaries, or analysis of such information/data. This service also does not include analysis or extraction of information/data.
4. After examination, persons seeking public records copies shall specifically and clearly indicate which records they wish to have. A Public Records Request Form must be filled out and signed by the requester.
5. City staff will make copies at the rate of \$1.00 for the first page/side and \$.50 for each additional page/page for 8 ½” x 11 in black and white, color copies shall be \$1.00 per page”. Larger copies can be made at an additional charge “as determined”. Records need to be picked up at city hall unless other arrangements have been made. If records have to be mailed out, shipping and handling charges will be applied according to necessary packaging and shipping costs for the records.
6. The City Manager, City Clerk or official designee may waive copying charges for individuals or businesses who are acting in the best interest of the city of Grinnell.

7. City personnel reserve the right to require payment in advance for public records access requests. Upon completion of the request the Clerk shall refund any excess fees collected.
8. Exceptions. The foregoing policies and procedures shall not be applicable to public records access requests by officers, employees or agents of the City, or of any other governmental entity, to records requested by subpoena, or to records required by law to be kept confidential.

The custodian shall consult the City Attorney concerning requests for records that may be considered confidential records pursuant to Iowa Code Sec. 22.7. These requests include, but are not limited to: medical records, personnel or employee-related files, documents concerning litigation advantages to competitors, property appraisals concerning public projects, library patron records, and names and addresses of complainants. The City Clerk or her staff will inform the requesting party in writing of any denial of records due to confidentiality.

Passed and approved this 15th day of February, 2016.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

CITY OF GRINNELL

PUBLIC RECORDS REQUEST FORM

Date: _____

Name: _____

Address: _____

Phone Number: _____

Records requested to be examined/copied (please be very specific): _____

Although the records you are requesting are deemed “public record” under Iowa Law, you are hereby advised that your use of this information must comply with local, state, and federal laws including but not limited to laws relating to privacy, harassment, discrimination, debt collection, libel, slander, and tort. Misuse of said information by you in violation of any law is exclusively your responsibility. The City of Grinnell hereby denies any and all responsibility of how this information is used by you. If any third party makes a claim against the City of Grinnell for misuse of this information attributable to you, the City of Grinnell shall pursue all available legal remedies against you.

The undersigned acknowledges that he/she has read the above policy and understands and agrees to its terms.

Signature: _____ Date: _____

Records Examination Supervision Fee: \$ _____ (\$16.00/hour)

Records Retrieval Fee: \$ _____ (\$16.00/hour)

Copy Fees: \$ _____ (\$1.00 for first page/side 8 ½ x 11” – large copies at additional charge)

Postage & Handling Fees: \$ _____ (applicable rate for packaging & postage)

Date Paid: _____ Check [] # _____ Cash []

Staff Initials: _____

RESOLUTION NO. 2016-18

RESOLUTION SETTING THE PUBLIC HEARING ON THE BUDGET ESTIMATE FOR FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

WHEREAS, the budget estimate summary of proposed receipts and expenditures has been prepared.

WHEREAS, the estimated total tax levy per \$1,000 valuation on regular property is \$14.42076; and

WHEREAS, the estimated tax levy rate per \$1,000 valuation on agricultural land is \$3.00375.

NOW, THEREFORE, the City Council of the city of Grinnell does hereby set March 2, 2015 as the public hearing on the budget estimate and directs the City Clerk to publish the notice of the same according to law.

PASSED AND APPROVED THIS 15th day of February 2016.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

**NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE**

FISCAL YEAR BEGINNING JULY 1, 2016 - ENDING JUNE 30, 2017

City of Grinnell, Iowa

The City Council will conduct a public hearing on the proposed Budget at Community Center Building
on 03/07/2016 at 7:00 p.m.

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property . . . 14.42076
The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of,
any part of the proposed budget.

641-236-2600
phone number

P. Kay Cmelik
City Clerk/Finance Officer's NAME

		Budget FY 2017	Re-est. FY 2016	Actual FY 2015
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,669,299	3,817,572	3,770,196
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,669,299	3,817,572	3,770,196
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,203,567	2,004,618	1,811,065
Other City Taxes	6	2,208,707	1,828,924	1,619,250
Licenses & Permits	7	2,760	2,850	15,791
Use of Money and Property	8	177,099	184,837	342,573
Intergovernmental	9	5,405,324	3,338,296	2,235,856
Charges for Services	10	5,554,580	5,362,095	5,080,993
Special Assessments	11	0	0	0
Miscellaneous	12	1,911,758	1,475,378	2,293,012
Other Financing Sources	13	1,500,000	7,498,000	6,150,438
Transfers In	14	5,864,497	13,326,212	4,635,286
Total Revenues and Other Sources	15	28,497,591	38,838,782	27,954,460
Expenditures & Other Financing Uses				
Public Safety	16	2,169,848	2,097,052	1,967,473
Public Works	17	1,402,215	1,680,202	2,149,765
Health and Social Services	18	2,000	2,000	1,274
Culture and Recreation	19	1,329,699	1,325,090	1,245,017
Community and Economic Development	20	798,387	847,749	634,591
General Government	21	2,103,130	1,938,194	1,648,682
Debt Service	22	2,366,723	2,009,624	8,150,058
Capital Projects	23	15,088,127	5,775,514	3,825,114
Total Government Activities Expenditures	24	25,260,129	15,675,425	19,621,974
Business Type / Enterprises	25	3,923,077	4,132,192	4,018,429
Total ALL Expenditures	26	29,183,206	19,807,617	23,640,403
Transfers Out	27	5,864,497	13,326,212	4,635,286
Total Expenditures/Transfers Out	28	35,047,703	33,133,829	28,275,689
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,550,112	5,704,953	-321,229
Beginning Fund Balance July 1	30	17,170,948	11,465,995	11,787,224
Ending Fund Balance June 30	31	10,620,836	17,170,948	11,465,995



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, FEBRUARY 15, 2016 AT 4:45 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Burnell, Hansen

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution authorizing the establishment of an Iowa Reinvestment District for the city of Grinnell (See Resolution No. 2016-19).
2. Consider resolution approving and authorizing execution of an agreement concerning the relocation of commercial or industrial enterprise by and between the city of Grinnell and the city of Newton (See Resolution No. 2016-20).
3. Consider resolution fixing date for public hearing on the proposal to enter into a development agreement with Avalanche Composites, Inc. and providing for publication of notice thereof (See Resolution No. 2016-21).
4. Consider resolution assenting to the annexation of certain real estate to the city of Grinnell, Iowa (See Resolution No. 2016-22).
5. Discuss council goal setting session.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2016-19

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF AN IOWA REINVESTMENT DISTRICT FOR THE CITY OF GRINNELL

WHEREAS the City Council of the city of Grinnell desires to create and establish an Iowa Reinvestment District, and

WHEREAS the City Council of city of Grinnell has amended their Urban Renewal Plan to include the proposed Reinvestment District; and

WHEREAS the city of Grinnell has found the area to be suitable for development; and

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

Section 1: The City of Grinnell does hereby approve the establishment of an Iowa Reinvestment District within the Grinnell Urban Renewal Plan.

Approved this 15th day of February, 2016

GORDON R. CANFIELD, MAYOR

ATTEST: _____
P. KAY CMELIK, CITY CLERK

RESOLUTION NO. 2016-20

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT CONCERNING THE RELOCATION OF COMMERCIAL OR INDUSTRIAL ENTERPRISE BY AND BETWEEN THE CITY OF GRINNELL AND THE CITY OF NEWTON

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Grinnell Urban Renewal Area, which area is described in the Urban Renewal Plan approved for such area by Resolution No. 1687 on March 21, 1994, which has been amended seven times, lastly by Amendment No. 7 as approved by Resolution No. 2016-06 on January 18, 2016 (hereinafter collectively referred to as "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Grinnell has requested that the City of Newton provide a written agreement relating to the use of tax increment funds for a company that has decided to relocate from the City of Newton to the City of Grinnell; and

WHEREAS, the City of Newton has determined that it has no objection to the use of tax increment funds related to the relocation of the company, known as Avalanche Composites, Inc to the City of Grinnell; and

WHEREAS, the Council has determined that an Agreement Concerning the Relocation of Commercial or Industrial Enterprise is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement Concerning the Relocation of Commercial or Industrial Enterprise and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A.

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

SECTION 1. The City of Grinnell, through action of its City Council, states and agrees to the following for the purpose of compliance with Iowa Code Section 403.19(9)(a)(1):

- A. That Avalanche Composites, Inc. has decided to relocate its business from the City of Newton to the City of Grinnell.

- B. That the City of Newton has no objection to the City of Grinnell providing for the use of tax increment funds for any potential urban renewal project or development agreement between the City of Grinnell and Avalanche Composites, Inc.

- C. That the Agreement Concerning the Relocation of Commercial or Industrial Enterprise represents the written agreement required under Iowa Code Section 403.19(9)(a)(1).

SECTION 2. That the form and content of the Agreement Concerning the Relocation of Commercial or Industrial Enterprise, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement Concerning the Relocation of Commercial or Industrial Enterprise for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement Concerning the Relocation of Commercial or Industrial Enterprise, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement Concerning the Relocation of Commercial or Industrial Enterprise as executed.

PASSED AND APPROVED this ____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2016-21

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH AVALANCHE COMPOSITES, INC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 1687, adopted March 21, 1994, which has been amended seven times, lastly by Amendment No. 7 as approved by Resolution No. 2016-06 on January 18, 2016, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Grinnell Urban Renewal Plan (the "Plan") for the Grinnell Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Poweshiek County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Avalanche Composites, Inc. (the "Developer") in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer pursuant to which, among other things, the Developer will undertake certain employment obligations as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement proposes that the City will make up to three (3) consecutive annual payments of Grants to Developer in the amount of \$15,000 per year, the cumulative total for all such payments not to exceed \$45,000, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 927-4th Avenue, Grinnell, IA 50112, at 7:00 P.M. on March 1, 2016, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Avalanche Composites, Inc.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF GRINNELL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH AVALANCHE
COMPOSITES, INC. AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Grinnell in the State of Iowa, will hold a public hearing on March 1, 2016, at 7:00 P.M. in the Council Chambers, City Hall, 927-4th Avenue, Grinnell, Iowa, 50112, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Avalanche Composites, Inc. (the "Developer").

The Agreement would obligate the Developer to retain eleven (11) Full-Time Equivalent Employment Units until the Termination Date of the Agreement in order to be eligible for Grants under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement proposes that the City will make up to three (3) consecutive annual payments of Grants to Developer in the amount of \$15,000 per year, the cumulative total for all such payments not to exceed \$45,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Grinnell, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Grinnell in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Grinnell in the State of Iowa

(End of Notice)

PASSED AND APPROVED this _____ day of _____, 2016.

Mayor

ATTEST:

City Clerk

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF GRINNELL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH AVALANCHE
COMPOSITES, INC. AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Grinnell in the State of Iowa, will hold a public hearing on March 1, 2016, at 7:00 P.M. in the Council Chambers, City Hall, 927-4th Avenue, Grinnell, Iowa, 50112, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Avalanche Composites, Inc. (the "Developer").

The Agreement would obligate the Developer to retain eleven (11) Full-Time Equivalent Employment Units until the Termination Date of the Agreement in order to be eligible for Grants under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement proposes that the City will make up to three (3) consecutive annual payments of Grants to Developer in the amount of \$15,000 per year, the cumulative total for all such payments not to exceed \$45,000, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, city of Grinnell, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Grinnell in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this 15th day of February, 2016.

City Clerk, City of Grinnell in the State of Iowa

(End of Notice)

DEVELOPMENT AGREEMENT

By and Between

CITY OF GRINNELL, IOWA

AND

AVALANCHE COMPOSITES, INC.

_____, 2016

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”), is made on or as of the ____ day of _____, 2016, by and between the CITY OF GRINNELL, IOWA, a municipality (“City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 (“Urban Renewal Act”) of the Code of Iowa, 2015, and AVALANCHE COMPOSITES, INC., an Iowa corporation having offices for the transaction of business at 727 6th Ave. W, Grinnell, IA 50112 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Grinnell Urban Renewal Area (the “Urban Renewal Area”), which is described in the Grinnell Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 1687 on March 21, 1994, which has been amended seven times, lastly by Amendment No. 7 as approved by Resolution No. 2016-06 on January 18, 2016 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Poweshiek County, Iowa; and

WHEREAS, the City has been presented with a proposal to be undertaken by the Developer for the retention of employees on property legally described on the attached Exhibit A (the "Development Property") which is located within the Urban Renewal Area; and

WHEREAS, under the terms of the proposal the Developer will undertake certain employment obligations as described herein and within the Development Property in return for certain grants as specified in Article VIII of this Agreement; and

WHEREAS, the City Council has found the Project to be consistent with the objectives of the Plan for the Urban Renewal Area and has further found that the use of City funds to finance the grants is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapters 15A and 403.

NOW, THEREFORE, the City and the Developer, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the Grinnell Urban Renewal Area (as amended).

City means the City of Grinnell, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Developer means Avalanche Composites, Inc. and each permitted assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Grant means the payment to be made by the City to Developer under Article VIII of this Agreement.

Project shall mean the retention of employees on the Development Property, as described in this Agreement.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and

conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is an Iowa corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal

environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of its business.

g. Developer agrees to occupy the Development Property until at least the Termination Date.

h. Developer would not undertake its obligations under this Agreement without the payment by the City of the grants being made to Developer pursuant to this Agreement.

i. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property during the term of this Agreement.

ARTICLE III. RESERVED

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer will provide and maintain or cause to be maintained builder's risk, property damage, and liability insurance coverage with respect to the Development Property in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverage as the City may reasonably request, and shall provide evidence of such coverage to the City upon request.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest) in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property.

Section 6.4. Non-Discrimination. Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. Employment. Developer currently employs 11 Full-Time Equivalent Employment Units in its fiberglass manufacturing facility at the Development Property. Developer shall retain all 11 Full-Time Equivalent Employment Units until the Termination Date of this Agreement in order to be eligible for Grants. Developers Annual Certifications shall show that a Monthly Average of at least 11 Full-Time Equivalent Employment Units has been maintained from the date of this Agreement through the Termination Date.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any loan forgiveness if the Monthly Average of Full-Time Equivalent Employment Units does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations. If any Annual Certification reflects a Monthly Average of additional Full-Time Equivalent Employment Units less than 11 from the date of this Agreement to the Termination Date, then no loan forgiveness shall be made for that year.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iii) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2016 and ending on October 15, 2017, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit B for form required for Developers Annual Certification.

Section 6.8. Term of Operation. Developer will maintain its operations on the Development Property, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations hereunder.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Developer understands and agrees that if it transfers, assigns, or conveys all or a portion of its interest in the Development Property in violation of this Section 7.1, that it is not eligible for loan forgiveness.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. GRANTS

Section 8.1. Grant. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make up to three (3) years of consecutive annual payments of Grants to Developer up to a total amount not to exceed Forty-five Thousand Dollars (\$45,000) (the "Grants") as follows:

<u>Date</u>	<u>Amount of Grants</u>
March 1, 2016	\$15,000
March 1, 2017	\$15,000
March 1, 2018	\$15,000

Section 8.2. Payment Schedule. If Developer is in compliance with this Agreement, the first payment shall be made on March 1, 2016. If Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available tax increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following March 1.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Grants that may be paid to Developer under this Agreement shall be Forty-five Thousand Dollars (\$45,000) over three (3) years.

Section 8.4. Limitations. The Grants are only for the Developer's obligations described in this Agreement and not any future expansions which, to be eligible for Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make a Grant in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- (b) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for a Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Grants shall be payable from and secured solely and only by amounts deposited and held in the Grinnell Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof to pay the Grants, as and to the extent set forth in this Article. The Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Grants for which Developer is eligible.

b. Each Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments to fund a Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Reserved.

Section 8.8. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts

of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Development Property; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

- d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- a. Failure by Developer to comply with Sections 6.6 of this Agreement.
- b. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to pay ad valorem taxes on the Development Property;
- d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due;or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Development Property, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to

have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. Reserved;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- e. The City shall have no obligation to make payment of Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement, including if Developer fails to satisfy its employment obligations under Section 6.6 hereof.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

- a. Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and
- b. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered to Avalanche Composites, Inc. at 727 6th Ave. W., Grinnell, IA 50112, Attn: Joshua Loftus, President;
- b. In the case of the City, is addressed to or delivered personally to the City at 927 – 4th Avenue, Grinnell, Iowa 50112-2043, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2018, unless terminated earlier under the provisions of this Agreement.

Section 12.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

AVALANCHE COMPOSITES, INC.,
an Iowa corporation

By: _____
Joshua Loftus, President

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Joshua Loftus, to me personally known, who, being by me duly sworn, did say that he is the President of Avalanche Composites, Inc., and that said instrument was signed on behalf of said corporation; and that the said Joshua Loftus as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Development Agreement –Avalanche Composites, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot F in the East Half of the Northeast Quarter of Section Eighteen, Township
Eighty North, Range Sixteen West of the 5th P.M., according to the Plat thereof
appearing of record in Plat Book D page 165

Poweshiek County Parcel No. 0427500

EXHIBIT B
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then leased by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Developer has retained all 11 Full-Time Equivalent Employment Units and the total number of Full-Time Equivalent Employment Units employed at the Development Property as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__: _____	April 1, 20__: _____
September 1, 20__: _____	March 1, 20__: _____
August 1, 20__: _____	February 1, 20__: _____
July 1, 20__: _____	January 1, 20__: _____
June 1, 20__: _____	December 1, 20__: _____
May 1, 20__: _____	November 1, 20__: _____

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank-signature page to follow]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this ____ day of _____, 20__.

AVALANCHE COMPOSITES, INC.
an Iowa corporation

By: _____
Joshua Loftus, President

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Joshua Loftus, to me personally known, who, being by me duly sworn, did say that he is the President of Avalanche Composites, Inc., and that said instrument was signed on behalf of said corporation; and that the said Joshua Loftus as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Notary Public in and for said State

Attachments: Proof of payment of taxes

01207259-1\10542-115

RESOLUTION NO. 2016-22

**RESOLUTION ASSENTING TO THE ANNEXATION
OF CERTAIN REAL ESTATE
TO THE CITY OF GRINNELL, IOWA**

WHEREAS, the City of Grinnell, State of Iowa, is a duly organized municipal corporation, and

WHEREAS, there has been presented to the City Council of said City an Application for Annexation, as required by Section 368.7 of the 2013 *Code of Iowa*, executed by Dion Schrack on behalf of St. Francis Manor, the owner of the real estate to be annexed, said real estate within the existing corporate limits of the City with the owner of the parcel shown, on the accompanying plat in Exhibit "A" attached hereto, and

WHEREAS, the City of Grinnell, Iowa, desires to annex said territory upon the application heretofore presented,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Grinnell, Iowa as follows:

1. That the application for annexation of the real estate as described in Exhibit "A" attached hereto is hereby approved.
2. That on the passage of this resolution this territory shall thereafter be and become a part of the City of Grinnell, Iowa.
3. That the Clerk shall forthwith cause this resolution and the exhibit attached hereto be filed with the City Development Board as required by Section 368.7 of the 2013 *Code of Iowa*.

Passed by the City Council of the City of Grinnell, Iowa, on the 15th of February, 2016 and approved this 15th day of February, 2016.

AYES: _____

NAYS: _____

ABSTENTION: _____

ABSENT: _____

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

VOLUNTARY ANNEXATION: CLERK'S RECORD

I, P. Kay Cmelik, City Clerk of the City of Grinnell, Iowa, hereby certify that the above and foregoing resolution is a true copy as shown by the records of the City of Grinnell, Iowa.

P. Kay Cmelik, City Clerk

EXHIBIT "A"

Legal Description:

Lot Nine, except the North 200 feet thereof, in the Subdivision of the West Half of the Northwest Quarter of Section Fifteen, Township Eighty North, Range Sixteen West of the Fifth P.M. said tract contains 2.74 acres, at the time of survey and is subject to any easements and restrictions of record.

PETITION FOR VOLUNTARY ANNEXATION

To the Mayor and City Council:

The undersigned owners of the following-described real estate petition the City Council of the City of Grinnell, Iowa to voluntarily annex the following-described adjoining property to the City of Grinnell, Iowa, to wit:

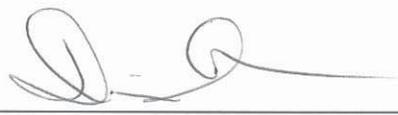
Legal Description:

Lot Nine, except the North 45 feet thereof, in the Subdivision of the West Half of the Northwest Quarter of Section Fifteen, Township Eighty North, Range Sixteen West of the Fifth P.M. according to the Plat thereof appearing of record in Plat Book C, at page 28, said tract contains 4.17 acres, at the time of survey and is subject to any easements and restrictions of record.

That there is attached hereto and marked as Exhibit "A" and Exhibit "B" a plat of such description showing the situation thereof with reference to the existing limits of said City of Grinnell, Iowa. The undersigned Petitioner requests the City Council annex the above-described real estate and pass a resolution assenting to the annexation thereof.

The undersigned, Dion Schrack, Executive Director for St. Francis Manor, is the current record titleholder of the property described above.

Dated at Grinnell, Iowa this 5th day of September, 2014.

By: 

Name: Dion Schrack

Title: Executive Director



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, FEBRUARY 15, 2016 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: White (Chair), Hueftle-Worley and Burnell

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider request from Darren Peak to shoot a movie scene in Grinnell.
2. Consider request from Grinnell Fire Department to close Spring Street north of 1019 Spring Street and south of 1026 Spring Street for training weekend.
3. Rural Fire Association annual meeting.

INQUIRIES:

ADJOURN:

Hello,

Captain Petersen of the Grinnell Police Department told me to contact you so you could forward this letter/request to the City Council.

My name is Darren Peak. I work for Mediacom Channel 22 in Des Moines, and I produce independent films on the side. I am a native of Grinnell, a GHS and University of Iowa graduate, and I was wondering if I'd be able to shoot a scene of an upcoming movie in downtown Grinnell.

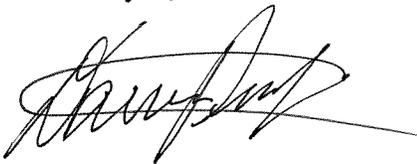
The scene involves a man and a girl running down a vacant street on a horse. It should take no more than 2-3 hours. It would be a small group. Myself, two actors, and no more than 5 crew members, and a truck to help us capture some of the shots.

We are looking to shoot during a weekend in April. We welcome officer presence to supervise and control traffic depending on the time of day.

Just thinking out loud here - somewhere like Commercial Street, where there's limited traffic and an easy detour, might be a good idea. We'd be very willing to accommodate by shooting on weekends and after 5 PM to avoid further traffic issues.

Of course, we realize we may not be granted this opportunity. We do have a back-up plan, and are thankful to the Grinnell City Council for even considering our proposal.

Thank you,

A handwritten signature in black ink, appearing to read 'Darren Peak', written in a cursive style.

Darren Peak
3901 Woodland Avenue, Apt. 24
West Des Moines, IA 50266

641-260-0644
darrenwpeak@gmail.com

FADE UP ON

A small community. The streets are empty.

An old sign lingers and rusts. Ominous noises beat in the background and get louder.

A shot of the ground. A pair of hooves move slowly into the frame and eventually move out.

Another shot follows the front hooves beginning to speed up.

From the rear of the horse we see a girl riding behind an older man. She looks back in fear.

The man turns his head and yells something, but the scene is quiet. We only hear the hooves and the sounds of violence and terror around them.

The girl buries her head into the man's back.

The hooves move into a run. The camera pans up to the horse's face.

CUT TO: TENT INTERIOR. EARLY MORNING.

The grandpa from the horse, EAMON, scrambles awake. He is awoken by the girl, BRIANA.

BRIANA
Grampa, I'm hungry.

EAMON slowly gets up and looks around the makeshift tent. His clean-shaven appearance has been replaced by a rugged white beard. Both of the characters are wearing ragged, dirty clothes.

EAMON collects some necessities and reaches for a .22 caliber hunting rifle.

He nods to BRIANA, and they walk out of the shelter.

CUT TO: THE CAMP EXTERIOR

The horse from the beginning is tied to a nearby tree.

It looks at the duo as they begin their hike into the woods.

The girl shrugs and gives an apologetic look to the animal as she continues. BRIANA waves goodbye.

CUT TO: THE TIMBER

EAMON and BRIANA quietly walk along.

Both keep a sharp eye out.

Eventually, BRIANA tugs on the man's coat and points. She whispers.

BRIANA

There...

EAMON lifts his rifle and focuses.

A squirrel hops a long in the distance.

The man hold his attention, and a shot rings off.

TITLE: WIND HORSE

The two see the camp in the distance when BRIANA decides to speak.

BRIANA

Jessy doesn't like it when you shoot the gun.

EAMON

Does Jessy want us to starve? Besides, these are quiet as guns go...

BRIANA

But you didn't even kill it...

EAMON

Guess I'm not as good with this thing as I used to be.

The two arrive at their rough but sturdy camp.

EAMON heads to the horse and begins to rub its snout.

BRIANA watches with interest.

EAMON

Brian?

BRIANA

Yeah?

EAMON

You ok?

She motions to the horse.

BRIANA
I was just wondering - How come
Jessy isn't skinny?

EAMON
Dead grass is still grass I suppose.

The man walks away from the horse and heads into the tent.
BRIANA follows.

INT. TENT. NIGHT.

The grandfather collects a dirty, dented can from a bag.

EAMON
I've been saving these.

BRIANA
What is it?

EAMON
Peaches I think. At one time or
another.

The man uses the easy open lid.

EAMON
Thank you, Lord, for easy-open cans.
Here. You go first.

BRIANA eats her share of the fruit and hands it off to her
grandpa.

He eats.

CUT TO: TENT. AN HOUR LATER.

EAMON is reading a thin book to his granddaughter who is
leaning against him.

Eventually, he closes the book and wipes the grime from the
cover as if it were a precious artifact.

EAMON
Too bad we haven't found more books.

BRIANA moves from him and sits in thought.

BRIANA
Grandpa? Why aren't we staying in
town?

EAMON
It's too dangerous, you know that.

You've seen what happens there.

BRIANA
Won't there be more food there?

EAMON
Maybe. But it'll all be gone soon.
We shouldn't risk death only to die
anyway, should we?

BRIANA digests this thought and speaks after a long pause.

BRIANA
Why did this happen? Why are we
still alive?

EAMON hesitates.

As he begins to talk, we see Jessy's shadow reflect against the tent.

EAMON
The horse most likely. I'd never
seen anything like that before. He
rode like the wind. I dunno. Maybe
he was meant to get us out of there.

BRIANA
What about my dream?

EAMON
What do you mean?

BRIANA
I always wanted to write books...

EAMON
You still can.

BRIANA
There's no point in writing in a
world like this...

EAMON
Maybe not now. But it'll be even
more important later - after all
this craziness has ended. Look
Brian, I won't always be here.
Someday you're gonna be on your own
and that dream of yours is all
you'll have. It's that dream that'll
keep you alive.

The granddaughter thinks to herself.

CUT TO: THE TIMBER

EAMON is leading BRIANA on the horse. After a while, they stop in their tracks.

EAMON looks to the ground and notices an old blue tarp sticking from a small hillside.

BRIANA
What is it?

EAMON
Not sure. But I have an idea.

BRIANA eyes the new discovery suspiciously.

EAMON (CONT'D)
Come down and help me with this.

BRIANA dismounts and the two remove the tarp and reveal a rotting wooden door.

It disintegrates even more when they prop it open.

They look down and see a rugged storm shelter, decades old - grimy and bleak.

A few dark jars can be seen in the dim lighting.

EAMON goes down and collects one of them as BRIANA watches.

He climbs back up and reveals a supply of rotten food to his granddaughter.

BRIANA
That's no good.

Her grandfather nods in agreement.

BRIANA
Who would build a place like this out here?

EAMON
I don't know. Maybe someone used to have a little house. Or a cabin.

BRIANA
But *why* would they build it?

EAMON considers this.

EAMON
Sometimes I forget how young you

are. Most people built these to take shelter during really bad weather. Stock food and other supplies in case they had to be there a while.

BRIANA

There are a lot of jars down there for one storm.

EAMON

Others were scared something bigger was gonna happen, but that time never seemed to come, so they forgot their fear and abandoned places like these.

BRIANA

They were right to be afraid.

CUT TO: THE TIMBER

EAMON and BRIANA continue to trudge through the wild.

EAMON stops the horse and listens intently.

EAMON

You hear that?

CUT TO: CREEK

The two dismount near a rushing creek and excitedly head to the water.

They drink from their hands.

The duo splash themselves and splash at each other.

They clean off the dirt and grime the best they can.

EAMON begins to fill a crinkled water bottle.

He pulls it up to his face and analyzes the yellow water.

EAMON

Attractive.

He shoots his granddaughter a smile.

CUT TO: THE COUNTRYSIDE.

EAMON leads his granddaughter on the horse again.

They are both smirking.

EAMON's hair is wet and wild from the creek.

BRIANA
You look ridiculous.

The man's smile grows a little wider.

He looks back.

EAMON
Well. If someone isn't on their high horse...

The girl lets out a small laugh.

BRIANA
Oh jeez, Grampa.

EAMON lets out a sigh and takes in the nature around them.

EAMON
This isn't too bad, is it? As I got older I never took the time to slow down and really *look* at the world around me. It's beautiful out here, Brian.

BRIANA shifts uncomfortably on the horse.

BRIANA
I think it's cold. And my name is Bri-a-na. Don't you know Brian's a boy's name?

EAMON
It may say that on your birth certificate, but that little piece of paper doesn't mean much anymore, does it?

BRIANA
At least call me Bri - that's normal.

EAMON
That might be what your friends called you. *But* some names are reserved for grandparents and their grandkids.

Another smirk comes to EAMON's lips. He turns to his granddaughter.

EAMON

I'm a bully, aren't I?

BRIANA
The biggest. So did your gramma or
grampa call you something silly?

EAMON
A.

BRIANA
The letter 'A' or the Canadian 'eh'?

EAMON
A for Eamon. Who knows, maybe they
got sick of yelling "Hey!" for me to
come inside.

BRIANA
Whatever it was, it's better than
Brian.

EAMON smiles and continues to lead BRIANA.

CUT TO:

A wide shot of a gravel road near the wilderness. We can see
the horse carrying two bodies in the distance.

EAMON looks up and notices something. He ceases riding.

BRIANA stares past him.

The camera reveals a tiny cemetery with a wooden sign that
says "West Westfield Pioneer Cemetery. The few graves are
worn and tattered, mostly illegible.

BRIANA moves slowly off the horse and moves to a marker as
if hypnotized.

Her grandfather's eyes follow, but he remains mounted.

She crouches down by a stone and studies it closely for a
long time.

Past the grave we see EAMON watch.

She eventually looks to him, her face seeking some sort of
answer.

EAMON looks back at her with a concerned understanding.

EAMON
They were no different than us.
Every day was about fighting to get

to the next.

BRIANA seems sad and looks back to the marker.

BRIANA
But what's the point if this is how
we end up?

EAMON rides over to her and extends his hand.

EAMON
You. And I. That's the point.

She barely cracks a sad smile and grabs his hand and rejoins
him on the horse.

EAMON
We just need to follow the road for
a while longer.

BRIANA
Are we looking for something?

EAMON
Always.

The two ride off frame.

CUT TO: FARMHOUSE. A FEW HOURS LATER.

They ride intop frame and stop Jessy from moving.

EAMON looks at the old farmhouse intently, knowingly.

BRIANA
What is it?

EAMON snaps out of it and dismounts.

EAMON
Let's stay here the night.

BRIANA
I thought you never wanted to stay
where people could find us?

EAMON
I guess that's something you can
never be sure of. Anyway, you told
me it was cold out, and it'll be
good to spend a few hours inside.

CUT TO: FARMHOUSE ENTRANCE.

EAMON has a silver .357 magnum out.

EAMON
You stay here with Jessy. I'll be
back in a jif.

He enters the farmhouse and BRIANA watches him fade away.

INT. FARMOUSE. MOMENTS LATER.

EAMON'S gun leads the way as he looks around the dusty
wooden interior.

He eventually sees some stairs and slowly climbs them. Quiet
as he is he can't stop them from creaking.

His gun is raised up as he makes the first landing.

CUT TO: FARMOUSE ENTRANCE.

BRIANA is sitting next to the horse playing with a stick in
the grass.

She looks up as her grandpa walks out the door, no gun in
sight.

He heads to Jessy and begins collecting some items.

EAMON
It's safe. We'll hunker down
upstairs. Grab your stuff.

INT. FARMHOUSE. A FEW MINUTES LATER.

BRIANA sets down her things.

BRIANA
Can I look around? Maybe there are
some books to read?

EAMON
Yeah I want to explore a bit too.
I'll take our stuff upstairs. Go
ahead.

CUT TO: BRIANA'S FARMHOUSE. A FEW MOMENTS LATER.

BRIANA studies her new environment. She notices an old piano
and quietly presses a few of the keys.

CUT TO: EAMON'S FARMHOUSE

He sets down their stuff. He notices a globe in the corner
of the room.

EAMON sits down.

He spins the globe and closes his eyes. His finger glides along the edge.

CUT TO: BRIANA'S FARMHOUSE.

She takes off her grimy shoes.

She begins to slide her feet across the wood-paneled floors.

CUT TO: EAMON'S FARMHOUSE.

His hand approaches an old fashioned phone. He seems to think it's familiar.

He brings the receiver to his ear and listens awhile.

CUT TO: BRIANA'S FARMHOUSE.

She is walking along and discovers some books.

She sits down and begins to leaf through the dusty pages.

INT. FARMHOUSE. A FEW MINUTES LATER.

EAMON heads decisively for a weathered cabinet.

He opens it and begins to rummage for something.

He pulls out something in a bag sealed by rubber bands.

He's about to walk away when he looks back and grabs something small and silver.

EAMON sits down at the nearby dining room table. He puts down the smaller item on the table and unwraps the package.

Inside, two withering cigars are found.

He puts one in his mouth.

He grabs the zippo from the table.

He lights.

EAMON smokes, the fading sun falling on his face, as he thoughtfully looks out the nearby window.

BRIANA eventually walks in with a small pile of books and plops them down nearby.

EAMON gives a silly horrified reaction.

BRIANA
It's my turn to read tonight!

CUT TO: UPSTAIRS. NIGHT.

BRIANA shifts, but she is fast asleep. Suddenly, a hand covers her mouth.

EAMON is over her with a finger to his mouth, signaling silence.

Flashlights buzz around windows. We hear the mumble of voices.

She looks back to her grandfather and nods. He slowly releases his hand.

VOICE #1 (OUTSIDE)
Let's grab the horse and get outta here.

VOICE #2 (OUTSIDE)
There's gotta be people inside. They might have something we need...

VOICE #1 (OUTSIDE)
Just get the horse. I'll take care of anybody in the house.

During the conversation outside, EAMON finds his handgun and checks the chamber.

He rests the barrel against his forehead, dreading what's to come. He looks to his granddaughter.

BRIANA shakes her head frantically.

He raises his finger to his mouth and heads out.

BRIANA hides and waits.

There are two loud CRACKS and a POP that forces BRIANA to cover her ears. Eventually there's another CRACK.

The granddaughter flinches. There is ensuing silence while she waits.

Eventually, EAMON rushes in and starts collecting things.

EAMON
We have to go. Get Jessy ready.

BRIANA starts to grab their stuff.

EAMON

Brian. Leave it. Come on.

He grabs her hand and starts to pull her away, but she reaches back for a book before they leave.

CUT TO: FARMHOUSE EXTERIOR. DAWN.

He helps her onto the horse and he follows. They ride off into the early morning.

CUT TO: THE COUNTRYSIDE. MORNING.

The horse slowly carries both of its passengers.

EAMON begins to lean over. Blood trickles from his hand.

BRIANA notices and slides off the horse.

She leans him up against a tree and begins to choke.

BRIANA

Why did you do it? Huh?

EAMON moves his weak gaze toward the horse. They lock eyes. As they stare at each other, we hear sounds from the beginning of the movie - the sounds of hooves, guns firing, and screams. A slight smile comes to his wounded lips.

EAMON

That blasted horse has saved us so many times. I figured it was my turn to save him.

He turns his head back towards his granddaughter.

EAMON

Hey...

But his eyes freeze. It's too late. He has passed away.

BRIANA reacts and stumbles to a seated position.

She eventually begins to collect herself.

She sees her book on the ground.

BRIANA picks it up and gets upset.

She throws it as far as she can.

BRIANA gathers her horse and looks at her grandfather for a long time.

BRIANA (V.O.)
There's no point in writing in a
world like this...

CUT TO: FLASHBACK.

EAMON
Maybe not now. But it'll be even
more important later - after all
this craziness has ended. Look
Brian, I won't always be here.
Someday you're gonna be on your own
and that dream of yours is all
you'll have. It's that dream that'll
keep you alive.

CUT TO: PRESENT

BRIANA walks her horse to where she threw the book. She
picks it up and puts it in her bag.

She climbs onto the horse and rotates the animal to look at
her grandpa one more time.

She turns around and rides into the distance.

FADE TO BLACK.

THE END.



*Grinnell Fire
Department
1020 Spring Street
Grinnell, Iowa 50112
641-236-2688*

2/9/2016

The Grinnell Fire Department is requesting permission to close off Spring Street at the Public Safety Building from 6AM on March 5th to 4PM on March 6th. The Grinnell Fire Department is hosting the Rural Fire Rescue Weekend and will have a burn trailer as a prop for one of the five classes being held. The trailer would be placed in the middle of the road north of 1019 Spring St and south of the 1025 Spring St. Through traffic will be blocked but resident's access will remain to the Public Safety Building, 1019 Spring St and lower from 5th Ave and 1025 Spring St and higher from 6th Ave. During the actual training class Gene Kephart may not have access to his driveway at 1025 Spring St because of the placement of trucks and hoses. I have spoke to him about this and he has no problems with it.



Thank you,

Daniel J Sicard, Fire Chief



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, FEBRUARY 15, 2016 AT 6:15 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: Hueftle-Worley (Chair), Wray, Bly

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution to award contract for Highway 146 North Construction Project (See Resolution No. 2016-23).
2. Consider resolution to award contract for Highway 146 North Tree Clearing Project (See Resolution No. 2016-24).
3. Consider resolution approving an engineering services agreement with Clapsaddle-Garber Associates, Inc. for the Grinnell Regional Airport Runway Rehabilitation Improvements Project (See Resolution No. 2016-25).

INQUIRIES:

ADJOURNMENT

RESOLUTION NO. 2016-23

AWARDING CONTRACT FOR THE HIGHWAY 146 NORTH CONSTRUCTION PROJECT

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required law, bids and proposals were received by the Iowa Department of Transportation on behalf of the city of Grinnell for the Highway 146 North of U.S. Highway 6 North to 11th Avenue; and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Grinnell, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
Absolute Concrete P.O. Box 148 Slater, Iowa 50244	\$2,390,587.45

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by this resolution. Said contract is subject to legal and engineering review before signing.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Passed and approved 15th day of February 2016.

GORDON CANFIELD, MAYOR

Attest:

P. KAY CMELIK, CITY CLERK



February 10, 2016

Russ Behrens
City of Grinnell
927 Fourth Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE
REVIEW OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The City of Grinnell received bids until 2:00 P.M. on February 4, 2016 for the Iowa Highway 146 North of U.S. Highway 6 North to 11th Avenue project. A total of four bids were received as follows:

Absolute Concrete	\$2,390,587.45
Manatts, Inc.	\$2,408,842.10
Con-Struct, Inc.	\$2,499,189.50
Hawkeye Paving Corp.	\$2,626,937.70

The apparent low bid was received from Absolute Concrete of Slater, Iowa in the amount of \$2,390,587.45.

The Engineers Estimate of cost for the project was \$2,450,000. The low bid by Absolute Concrete is approximately 2.4% below the Engineers Estimate of cost.

Based on review of the bids received, Veenstra & Kimm, Inc. would recommend the City of Grinnell award contract to Absolute Concrete in the amount of \$2,390,587.45.

A copy of the bid tabulation is enclosed. Also enclosed is a copy of the Plan Holders List for this project.

Russ Behrens
February 10, 2016
Page 2

If you have any questions or comments concerning the project, please contact us at
1-800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "William J. Weber". The signature is fluid and cursive, with a prominent initial "W" and a long, sweeping underline.

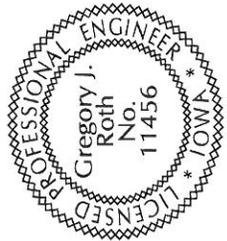
William J. Weber

WJW:dml
288103
Enclosures

**BID TABULATION
GRINNELL, IOWA
IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE**

I. Construct Iowa Highway 146 North of U.S. Highway 6 North to 11th Avenue for the following unit and lump sum prices:												
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Absolute Concrete P.O. Box 148 Slater, Iowa 50244		Manatts, Inc. 1775 Old 6 Road Brooklyn, Iowa 52211		Con-Struct, Inc. 1710 E Main Street Marshalltown, Iowa 50158		Hawkeye Paving Corp 801 42nd Street Bettendorf, Iowa 52722	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2101-0850002	CLEAR + GRUBB	UNIT	434	\$	15.00	6,510.00	\$	10,850.00	\$	20.00	8,680.00
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	1,835		19.50	35,782.50		34,865.00		15.00	27,525.00
3	2105-8425015	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	1,181		19.50	23,029.50		33,068.00		8.60	10,156.60
4	2107-0875000	COMPACTION W/MOISTURE+DENSITY CONTROL	CY	1,835		9.50	17,432.50		14,680.00		10.00	18,350.00
5	2115-0100000	MODIFIED SUBBASE	STA	1,835		42.00	77,070.00		86,245.00		53.00	97,255.00
6	2123-7450020	SHLD FINISH, EARTH	STA	38.6		575.00	10,615.00		14,475.00		200.00	7,720.00
7	2301-1033080	STD/S-OF PCC PAV'T, CL C CL 3, 8"	SY	9,386		58.50	549,081.00		506,844.00		50.00	469,300.00
8	2402-0425031	GRANULAR BACKFILL	TON	3,900		20.00	78,000.00		81,900.00		20.00	78,000.00
9	2435-0130148	MANHOLE, SAN SWR, SW-301, 48"	EACH	5		3,145.00	15,725.00		16,250.00		4,000.00	20,000.00
10	2435-0140300	MANHOLE, STORM SWR, SW-403	EACH	5		7,200.00	36,000.00		37,080.00		7,000.00	35,000.00
11	2435-0250800	INTAKE, SW-508	EACH	21		3,750.00	78,750.00		81,123.00		4,600.00	96,600.00
12	2435-0251100	INTAKE, SW-511	EACH	1		2,765.00	2,765.00		2,848.00		3,500.00	3,500.00
13	2435-0254100	INTAKE, SW-541	EACH	1		5,450.00	5,450.00		5,614.00		7,000.00	7,000.00
14	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	1		1,400.00	1,400.00		1,442.00		1,500.00	1,500.00
15	2502-8212206	SUBDRAIN, PERFORATED PLASTICE PIPE, 6"	LF	3,008		23.25	69,936.00		45,120.00		19.00	57,152.00
16	2502-8212303	SUBDRAIN OUTLET, DR-303	EACH	22		175.10	3,852.20		8,800.00		150.00	3,300.00
17	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	18		121.00	2,178.00		2,250.00		100.00	1,800.00
18	2503-0114215	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	1,011		42.00	42,462.00		44,484.00		60.00	60,660.00
19	2503-0114218	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	621		49.00	30,429.00		31,671.00		62.00	38,502.00
20	2503-0114221	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 21"	LF	39		95.00	3,705.00		3,822.00		76.00	2,964.00
21	2503-0114224	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	355		84.00	29,820.00		30,885.00		81.00	28,755.00
22	2503-0114230	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	275		105.00	28,875.00		29,700.00		103.00	28,325.00
23	2503-0114236	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	265		113.00	29,945.00		29,945.00		128.00	33,920.00
24	2503-0200036	RMV STORM SWR PIPE LE 36"	LF	187		25.00	4,675.00		4,862.00		22.00	4,114.00
25	2503-0200341	STORM SWR ABANDONMENT, FILL+PLUG LE 36"	LF	846		5.50	4,653.00		5,076.00		10.00	8,460.00
26	2504-0200404	SAN SWR SERVICE STUB, PVC, 4"	LF	175		41.75	7,306.25		7,525.00		100.00	17,500.00
27	2510-6745850	RMVL OF PAVT	SY	9,820		6.50	63,830.00		58,920.00		6.00	58,920.00
28	2510-6750600	RMVL OF INTAKE+UTILITY ACCESS	EACH	20		800.00	16,000.00		16,480.00		300.00	6,000.00
29	2511-6745900	RMVL OF SIDEWALK	SY	2,066		6.00	12,396.00		20,660.00		7.00	14,462.00
30	2511-7526005	SIDEWALK, PCC, 5"	SY	2,130		45.50	96,915.00		102,240.00		55.00	117,150.00
31	2511-7526006	SIDEWALK, PCC, 6"	SY	233		55.00	12,815.00		13,514.00		64.00	14,912.00
32	2511-7528101	DETECTABLE WARNING	SF	300		40.00	12,000.00		15,300.00		36.00	10,800.00
33	2513-8275025	SURF, DRIVEWAY, CL A CR STONE	TON	10		22.00	220.00		500.00		50.00	500.00
34	2515-2475006	DRIVEWAY, PCC 6"	SY	1,561.6		55.50	86,668.80		92,134.40		55.00	85,888.00
35	2515-6745600	RMVL OF PAVED DRIVEWAY	SY	982.5		6.00	5,895.00		6,877.50		8.00	7,860.00
36	2518-6910000	SAFETY CLOSURE	EACH	13		100.00	1,300.00		1,300.00		115.00	1,495.00
37	2519-3300600	FENCE, SAFETY	STA	10		450.00	4,500.00		2,350.00		500.00	5,000.00
38	2524-6765010	RMV+REINSTALL SIGN	EACH	23		125.00	2,875.00		3,565.00		145.00	3,335.00
39	2526-8285000	CONSTRUCTION SURVEY	LS	1		30,000.00	30,000.00		25,000.00		25,000.00	25,000.00
40	2527-9263109	PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	62.7		63.50	3,981.45		4,639.80		73.00	4,577.10
41	2528-8445110	TRAFFIC CONTROL	LS	1		20,000.00	20,000.00		35,000.00		13,000.00	13,000.00
42	2528-8445113	FLAGGER	EACH	5		500.00	2,500.00		2,500.00		1,100.00	5,500.00
43	2533-4980005	MOBILIZATION	LS	1		155,000.00	155,000.00		160,000.00		1,500.00	12,000.00
44	2549-0006210	SPOT REPAIR BY PIPE RPLC, BY COUNT	EACH	8		840.00	6,720.00		6,920.00		1,500.00	12,000.00
45	2549-0006220	SPOT REPAIR BY PIPE RPLC, BY LF	LF	157		88.50	13,894.50		14,287.00		80.00	12,560.00
46	2554-0112004	WATER MAIN, TRENCHED, DIP, 4"	LF	17		152.25	2,588.25		2,669.00		157.00	2,669.00

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Absolute Concrete		Manatts, Inc.		Con-Struct, Inc.		Hawkeye Paving Corp	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1. Construct Iowa Highway 146 North of U.S. Highway 6 North to 11th Avenue for the following unit and lump sum prices:												
47	2554-0112012	WATER MAIN, TRENCHED, DIP, 12"	LF	820	83.50	68,470.00	86.00	70,520.00	80.00	65,600.00	97.00	79,540.00
48	2554-0114008	WATER MAIN, TRENCHED, PVC, 8"	LF	122	43.00	5,246.00	44.00	5,368.00	60.00	7,320.00	50.00	6,100.00
49	2554-0114012	WATER MAIN, TRENCHED, PVC, 12"	LF	1,777	50.00	88,850.00	52.00	92,404.00	58.00	103,066.00	61.00	108,397.00
50	2554-0202200	FITTINGS BY COUNT, DI, 8" 45 DEG BEND	EACH	8	473.00	3,784.00	488.00	3,904.00	1,000.00	8,000.00	750.00	6,000.00
51	2554-0202200	FITTINGS BY COUNT, DI, 12" 45 DEG BEND	EACH	8	816.00	6,528.00	841.00	6,728.00	1,300.00	10,400.00	1,250.00	10,000.00
52	2554-0202200	FITTINGS BY COUNT, DI, 4" 90 DEG BEND	EACH	1	420.00	420.00	433.00	433.00	800.00	800.00	600.00	600.00
53	2554-0202200	FITTINGS BY COUNT, DI, 8" 90 DEG BEND	EACH	4	631.50	2,526.00	651.00	2,604.00	1,000.00	4,000.00	950.00	3,800.00
54	2554-0202200	FITTINGS BY COUNT, DI, 12" 90 DEG BEND	EACH	3	1,013.00	3,039.00	1,045.00	3,135.00	1,300.00	3,900.00	1,500.00	4,500.00
55	2554-0202200	FITTINGS BY COUNT, DI, 12" CAP	EACH	2	539.00	1,078.00	555.00	1,110.00	900.00	1,800.00	700.00	1,400.00
56	2554-0202200	FITTINGS BY COUNT, DI, 12"X8" CROSS	EACH	1	1,645.00	1,645.00	1,695.00	1,695.00	1,500.00	1,500.00	2,000.00	2,000.00
57	2554-0202200	FITTINGS BY COUNT, DI, 12"X12" CROSS	EACH	1	2,088.00	2,088.00	2,150.00	2,150.00	1,700.00	1,700.00	2,300.00	2,300.00
58	2554-0202200	FITTINGS BY COUNT, DI, 8"X4" REDUCER	EACH	2	395.00	790.00	407.00	814.00	550.00	1,100.00	1,200.00	2,400.00
59	2554-0202200	FITTINGS BY COUNT, DI, 12"X4" TEE	EACH	1	1,250.00	1,250.00	1,288.00	1,288.00	1,600.00	1,600.00	1,800.00	1,800.00
60	2554-0202200	FITTINGS BY COUNT, DI, 12"X12" TEE	EACH	2	1,270.00	2,540.00	1,308.00	2,616.00	1,800.00	3,600.00	2,400.00	4,800.00
61	2554-0204110	WATER SERVICE STUB, COPPER, 1"	EACH	61	600.00	36,600.00	618.00	37,698.00	2,200.00	134,200.00	900.00	54,900.00
62	2554-0207004	VALVE, GATE, DIP, 4"	EACH	1	950.00	950.00	978.00	978.00	1,000.00	1,000.00	1,800.00	1,800.00
63	2554-0207008	VALVE, GATE, DIP, 8"	EACH	2	1,540.00	3,080.00	1,586.00	3,172.00	1,300.00	2,600.00	2,500.00	5,000.00
64	2554-0207012	VALVE, GATE, DIP, 12"	EACH	9	2,350.00	21,150.00	2,420.00	21,780.00	2,150.00	19,350.00	3,900.00	35,100.00
65	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5	4,800.00	24,000.00	4,945.00	24,725.00	4,800.00	24,000.00	7,600.00	38,000.00
66	2599-9999005	LIGHTING POLE, L-1	EACH	19	6,350.00	120,650.00	5,845.00	111,055.00	7,270.00	138,130.00	7,100.00	134,900.00
67	2599-9999005	LIGHTING POLE, L-2	EACH	5	6,575.00	32,875.00	6,030.00	30,150.00	7,530.00	37,650.00	7,300.00	36,500.00
68	2599-9999005	REMOVE FIRE HYDRANT ASSEMBLY	EACH	5	705.00	3,525.00	726.00	3,630.00	600.00	3,000.00	900.00	4,500.00
69	2599-9999005	SANITARY SEWER SERVICE STUB	EACH	5	1,052.40	5,262.00	1,084.00	5,420.00	750.00	3,750.00	1,400.00	7,000.00
70	2599-9999005	STORM SEWER SERVICE STUB	EACH	58	300.00	17,400.00	309.00	17,922.00	550.00	31,900.00	500.00	29,000.00
71	2599-9999009	STORM SEWER SERVICE STUB	LF	1,065	17.50	18,637.50	18.00	19,170.00	50.00	53,250.00	40.00	42,600.00
72	2599-9999009	WATER SERVICE PIPE, COPPER, 1"	LF	2,002	32.00	64,064.00	33.00	66,066.00	25.00	50,050.00	20.00	40,040.00
73	2599-9999010	CABINET, LIGHTING SYSTEM	LS	1	6,000.00	6,000.00	8,500.00	8,500.00	6,870.00	6,870.00	6,000.00	6,000.00
74	2599-9999010	ELECTRICAL SYSTEM	LS	1	30,500.00	30,500.00	41,500.00	41,500.00	34,900.00	34,900.00	31,000.00	31,000.00
75	2599-9999014	BRICK PAVERS, STYLE 1	SF	2,044	18.00	36,792.00	13.00	26,572.00	15.50	31,682.00	15.00	30,660.00
76	2599-9999014	SAND SETTING BED	SF	2,044	1.25	2,555.00	1.10	2,248.40	1.20	2,452.80	1.00	2,044.00
77	2601-2634105	MULCH, BONDED FIBER MATRIX	ACRE	1.5	2,800.00	4,200.00	3,605.00	5,407.50	4,000.00	6,000.00	3,500.00	5,250.00
78	2601-2636044	SEED+FERTILIZE (URBAN)	ACRE	1.5	3,500.00	5,250.00	1,545.00	2,317.50	1,700.00	2,550.00	3,500.00	5,250.00
79	2602-0000309	PERMIETER+SLOPE SEDIMENT CNTL DEVICE, 9"	LF	2,460	2.25	5,535.00	3.60	8,856.00	4.00	9,840.00	3.00	7,380.00
80	2602-0000350	RMVL OF PERIMETER+SLOPE SEDIMENT CNTL DEV	LF	2,460	0.45	1,107.00	0.50	1,230.00	0.60	1,476.00	1.00	2,460.00
81	2602-0010010	MOBILIZATION, EROSION CONTROL	EACH	1	500.00	500.00	515.00	515.00	570.00	570.00	500.00	500.00
82	2602-0010020	MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	2	750.00	1,500.00	1,030.00	2,060.00	1,150.00	2,300.00	1,000.00	2,000.00
83	2610-0000214	MULCH, WOOD CHIP	CY	65	25.00	1,625.00	59.00	3,835.00	65.00	4,225.00	50.00	3,250.00
84	2311-0000200	TREE, FURN+INSTALL (WITH WARRANTY)	EACH	35	395.00	13,825.00	371.00	12,985.00	415.00	14,525.00	400.00	14,000.00
TOTAL BID (Items 1 - 84)						\$2,390,587.45	\$2,408,842.10	\$2,499,189.50	\$2,626,937.70			



I hereby certify that this is a true tabulation of bids received on February 4, 2016 by the City of Grinnell, Iowa.

Gregory J. Roth
 Gregory J. Roth, P.E.
 Iowa License No. 11456

My license renewal date is December 31, 2016



PLAN HOLDERS FOR:

Last Update: February 4, 2016

Grinnell, Iowa
PCC Pavement – Grade and Replace
(Iowa 146 from north of U.S.
Highway 6 north to 11th Ave.)

Engineers Estimate: \$2,450,000

Bids Received: 2:00 P.M., Thurs., February 2, 2016

CONTRACTORS

Jasper Construction
928 North 19th Avenue East
Newton, IA 50208
641-792-8650 Phone
641-792-7088 Fax

Manatts
1775 Old Highway 6 Road
Brooklyn, IA 52211
641-522-9206 Phone
641-522-5594 Fax

ConStruct
1710 East Main Street
Marshalltown, IA 50158
641-752-1865 Phone
641-752-5905 Fax

Corell Contractor, Inc.
1300 Lincoln Street
West Des Moines, IA 50265
515-221-9669 Phone
515-221-9778 Fax

K & W Electric
1127 Lincoln Street
Cedar Falls, IA 50613
319-277-0415 Phone
319-277-1418 Fax

Pella Tree Service
13922 Highway F 62 East
Lynnville, IA 50153
641-891-9420 Phone
641-527-2458 Fax

Hawkeye Paving Corporation
801 42nd Street
Bettendorf, IA 52722
563-355-6834 Phone
563-359-6266 Fax

Reilly Construction Co., Inc.
110 East Main
P.O. Box 99
Ossian, IA 52161
563-532-9211 Phone
563-532-9729 Fax

Hackert Tree Farm
13848 Hwy F62 East
Lindville, IA 50153
641-891-0949 Phone

Van Maanen Electric, Inc.
627 North 19th Avenue East
P.O. Box 1131
Newton, IA 50208
641-791-9473 Phone
641-791-9483 Fax

Dickenson Company, Inc.
Dave Dickenson
1616 D Avenue West
Oskaloosa, IA 52577
641-673-3256 Phone
641-673-3309 Fax

Schoon Construction
603 Penrose Street
Grinnell, IA 50112
641-236-8395 Phone
641-236-5999 Fax

Baker Electric
111 SW Jackson Ave.
Des Moines, IA 50315
515-245-9584 Phone
515-557-3385 Fax

Country Landscapes
56985 Lincoln Hwy
Ames, IA 50010
515-232-6864 Phone
515-232-8325 Fax

Absolute Concrete
P.O. Box 148
Slater, IA 50244
515-228-3969 Phone
515-228-3031 Fax

JEO Consulting Group, Inc.
JEO Architecture Inc.
1605 N. Ankeny Blvd.
Suite 240
Ankeny, IA 50023-4163

Construction Materials, Inc.
Tim Paul
5210 NE 17th Street
Des Moines, IA 50313
515-263-9006 Phone
515-263-8326 Fax

Iowa Plains Signing, Inc.
1110 W 6th Ave
Slater, IA 50244
515-685-3536 Phone
515-685-3530 Fax

ASSOCIATION/PLAN ROOMS

Master Builder of Iowa
221 Park Street
Des Moines, IA 50309
515-288-7339 Phone
515-288-8718 Fax

Iowa Concrete Paving Association
360 SE Delaware Avenue
Ankeny, IA 50021
515-963-0606 Phone
515-963-4010 Fax

SUPPLIERS

Traffic and Transportation
Products
23107 Route 2 and 92
Port Byron, IL 61275
309-523-3425 Phone
309-523-3317 Fax
Forterra
Brandon Christiansen
525 S 11th Street
West Des Moines, IA 50265
515-223-8761 Phone
515-223-8737 Fax

Municipal Supply
1550 NE 51st Ave.
Des Moines, IA 50313
515-262-1300 Phone
515-262-6662 Fax

Martin Marietta
11252 Aurora Ave.
Des Moines, IA 50322
515-249-9903 Phone
515-254-0035 Fax

HD Supply
2800 SE Gateway Dr.
Grimes, IA 50111
515-986-4000 Phone
515-986-4400 Fax

Logan Contractors Supply
4101 106th St.
Des Moines, IA 50322
515-253-9048 Phone
515-253-9491 Fax

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of February, 2016, by and between the City of Grinnell, Iowa, party of the first part, hereinafter referred to as the "Owner", and

ABSOLUTE CONCRETE,
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 13th day of January, 2016, for Iowa Highway 146 North of U.S. Highway 6 North to 11th Avenue, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Construct Iowa Highway 146 North of U.S. Highway 6 North to 11th Avenue including all labor, materials and equipment necessary for approximately 2,600 linear feet of 12-inch to 36-inch RCP storm sewer pipe in open cut, storm sewer manholes and intakes, 2,600 linear feet of 12-inch water main in open cut, hydrant assemblies and gate valves, sanitary sewer point repairs, 9,500 square yards of PCC pavement removal and replacement, 4,000 square feet of brick paver installation, electrical and lighting, pavement markings, sodding, trees, erosion control and pollution prevention plan and miscellaneous associated work, including cleanup for the sum of Two Million Three Hundred Ninety Thousand Five Hundred Eighty-seven and 45/100 Dollars (\$2,390,587.45) based on the unit and lump sum prices as shown on the Proposal.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice of Hearing and Letting
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 Plans List
- 2.1.6 Detailed Specifications
- 2.1.7 Plans listed in the specifications
- 2.1.8 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

CITY OF GRINNELL, IOWA

ABSOLUTE CONCRETE

Mayor

By _____

Title _____

ATTEST:

ATTEST:

City Clerk

Title _____

BOND

KNOW ALL MEN: That we, ABSOLUTE CONCRETE
of Slater, Iowa, hereinafter called the Principal, and

hereinafter called the surety, are held and firmly bound unto the City of Grinnell, Iowa,
hereinafter called the Owner in the sum of

Two Million Three Hundred Ninety Thousand Five Hundred Eighty-seven and 45/100
Dollars (\$2,390,587.45), for the payment whereof the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated February 15,
2016, entered into a Contract with the Owner for Iowa Highway 146 North of U.S.
Highway 6 North to 11th Avenue, which Agreement includes a guarantee of all work
against defective workmanship and materials for a period of four (4) years from the date of
final acceptance of the work by the Owner, a copy of which Agreement is by reference
made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall
faithfully perform the Contract on his part and shall fully indemnify and save harmless the
Owner from all costs and damage which he may suffer by reason of failure so to do and
shall fully reimburse and repay the Owner all outlay and expense which the Owner may
incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of
action against the Principal and Surety under this Obligation, subject to the Owner's
priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after five (5) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in
the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or
either of them, their heirs, executors, administrators, successors or assigns from their
liability hereunder, notice to the Surety of any such alteration, extension or forbearance
being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are
not satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said
persons, firms, or corporations unless the claims of said claimants against said portions of

the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this ____ day of _____, 2016.

PRINCIPAL:

ABSOLUTE CONCRETE
Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

RESOLUTION NO. 2016-24

RESOLUTION MAKING AWARD OF THE CONTRACT FOR HIGHWAY 146 NORTH TREE CLEARING PROJECT.

WHEREAS, the following bid for the Highway 146 Tree Clearing project is hereby accepted, the same being the lowest responsible bid for the said work, as follows:

- | | | |
|----|---------------------|---|
| 1) | CONTRACTOR: | Sumner Services LLC
Grinnell, IA 50112 |
| | AMOUNT OF BID: | \$22,326.00 |
| | PORTION OF PROJECT: | All |

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to execute a contract with the Contractor for the Highway 146 N Tree Clearing Project.

Passed and approved this 15th day of February 2016.

GORDON CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



February 10, 2016

Dave Popp
City of Grinnell
927 Fourth Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
IOWA HIGHWAY 146 NORTH
TREE CLEARING
REVIEW OF QUOTATIONS
RECOMMENDATION TO AWARD CONTRACT

The City of Grinnell received quotations until 2:00 P.M. on February 5, 2016 for the Iowa Highway 146 North Tree Clearing project. A total of two quotations were received as follows:

Sumner Services LLC	\$22,326.00
Top Line Tree Service	\$26,500.00

The apparent low bid was received from Sumner Services LLC of Grinnell, Iowa in the amount of \$22,326.00.

Based on review of the quotations received, Veenstra & Kimm, Inc. would recommend the City of Grinnell award contract to Sumner Services LLC in the amount of \$22,326.00.

If you have any questions or comments concerning the project, please contact us at 1-800-241-8000.

VEENSTRA & KIMM, INC.

William J. Weber

WJW:dml
288103
cc: Russ Behrens, City of Grinnell

CONTRACT

THIS AGREEMENT, made and entered into this 15th day of February, 2016, by and between the City of Grinnell, Iowa, party of the first part, hereinafter referred to as the "Owner", and

SUMNER SERVICES LLC

party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and quotation blanks, dated the 28th day of January, 2016, for Iowa Highway 146 North Tree Clearing under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said plans, specifications and quotation blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the Quotation of the Contractor for the work, as follows:

IOWA HIGHWAY 146 NORTH TREE CLEARING

The work to be done at the location shown on the plans is for the Highway 146 North Tree Clearing project including all labor, materials and equipment necessary to clear, remove trees, and miscellaneous associated work including cleanup for the lump sum of Twenty-two Thousand Three Hundred Twenty-six and 00/100 Dollars (\$22,326.00). Grubbing of the stumps will not be required as part of the project.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Solicitation for Quotation
- 2.1.2 Quotation
- 2.1.3 Bonds
- 2.1.4 General Conditions
- 2.1.5 Special Conditions
- 2.1.6 Plans List
- 2.1.7 Special Provisions
- 2.1.8 Addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

CITY OF GRINNELL, IOWA

SUMNER SERVICES LLC

Mayor

By _____

Title _____

ATTEST:

ATTEST:

City Clerk

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

SUMNER SERVICES LLC
(Name of Contractor)

P.O. Box 354, Grinnell, Iowa 50112
(Address of Contractor)

a _____, hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bound unto

City of Grinnell
(Name of Owner)

927 Fourth Avenue, Grinnell, Iowa 50112
(Address of Owner)

hereinafter called the OWNER, in the sum of _____

Twenty-two Thousand Three Hundred Twenty-six and 00/100 Dollars (\$ 22,326.00),
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated the 15th day of February, 2016,
a copy of which is hereto attached and made a part hereof for the construction of:

IOWA HIGHWAY 146 NORTH TREE CLEARING

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the SURETY or SURETIES and during the 1-year guaranty period, and if it shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so,
and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in
making good any default, then this obligation shall be void; otherwise to remain in full force
and effect.

Performance Bond

PROVIDED, FURTHER, that the said SURETY or SURETIES for value received hereby stipulate(s) and agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original, this ____ day of _____, 20__ .

PRINCIPAL: SUMNER SERVICES LLC
Contractor

BY _____
Signature

Title

SURETY: _____
Surety Company

BY _____
Signature
Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address

(Including Zip Code)

Company Telephone Number

Performance Bond

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

SUMNER SERVICES LLC

(Name of Contractor)

P.O. Box 354, Grinnell, Iowa 50112

(Address of Contractor)

a _____ hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bound unto

City of Grinnell

(Name of Owner)

927 Fourth Avenue, Grinnell, Iowa 50112

(Address of Owner)

hereinafter called the OWNER, in the sum of _____

Twenty-two Thousand Three Hundred Twenty-six and 00/100 Dollars (\$22,326.00),
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the 15th day of February, 2016, a copy of
which is hereto attached and made a part hereof for the construction of:

IOWA HIGHWAY 146 NORTH TREE CLEARING

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution
of the WORK provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,
equipment and tools, consumed or used in connection with the construction of such WORK, and all
insurance premiums on said WORK, and for all labor, performed in such WORK whether by
SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force
and effect.

PROVIDED, FURTHER, that the said SURETY or SURETIES for value received hereby stipulate(s) and
agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the
WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any

PAB-1

288103

Payment Bond

wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

PRINCIPAL: SUMNER SERVICES LLC
Contractor

BY _____
Signature

Title

SURETY: _____
Surety Company

BY _____
Signature
Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address

(Including Zip Code)

Company Telephone Number

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

RESOLUTION NO. 2016-25

RESOLUTION APPROVING ENGINEERING SERVICES AGREEMENT WITH CLAPPSADDLE-GARBER ASSOCIATES, INC. FOR THE GRINNELL REGIONAL AIRPORT RUNWAY REHABILITATION IMPROVEMENTS PROJECT.

WHEREAS, the City Council of the city of Grinnell intends to construct certain runway rehabilitation improvements at the Grinnell Regional Airport in accordance with FAA standards;

WHEREAS, the City anticipates a grant for said improvements from the Federal Aviation Administration; and

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to accomplish the improvements; and

WHEREAS, the engineering services agreement outlines the terms and conditions needed for said runway rehabilitation improvements; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign an engineering services agreement with Clapsaddle-Garber Associates, Inc. as the engineers of the runway rehabilitation improvements project.

Passed and approved this 15th day of February, 2016.

Gordon Canfield, Mayor

ATTEST:

P. Kay Cmelik, City Clerk

Engineering Services Agreement



This AGREEMENT made as of the ____ day of _____, 2016, by and between the CITY OF GRINNELL, IOWA, hereinafter called the OWNER or SPONSOR, and CLAPSADDLE-GARBER ASSOCIATES, INC., a corporation legally formed under the provisions of Chapter 496A of the 1966 Code of Iowa, hereinafter called the ENGINEER.

WHEREAS, the OWNER intends to construct a Runway Rehabilitation Improvements Project at the Grinnell Regional Airport, in accordance with FAA standards.

WHEREAS, the OWNER anticipates a grant for said improvements from the Federal Aviation Administration, and the OWNER desires the ENGINEER to proceed with the planning and preliminary engineering services necessary to accomplish the improvements. The work shall hereinafter be called the PROJECT.

1. THE ENGINEER AGREES TO perform the following engineering services for the Project.

- a. GENERAL: The Engineer has reviewed the site of the project and the engineering services involved, and the Engineer shall serve as the Owner's professional representative in the services required for the Project, and shall give consultation and advice to the Owner during the performance of his services.

The Engineer shall secure and maintain such insurance as will protect him from claims under the workmen's compensation acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement. The Engineer hereby agrees to defend and hold the Owner harmless and indemnify Owner from any and all such claims.

- b. BASIC SERVICES: Under the Basic Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 1.0 Preliminary Design
Task 3.0 Final Design *
Task 4.0 Bid Letting *

Task 5.0 Distribution of Plans and Specifications*
*will be added by amendment

- c. OTHER SERVICES: Under the Other Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 2.0 Grant Administration – Preliminary Design Phase
Task 6.0 DBE Plan and Reports*
Task 7.0 Grant Administration – Final Design and Construction Phase*
Task 8.0 Contract Administration*
Task 9.0 Construction Staking*
Task 10.0 As-Built ALP*
*will be added by amendment

- d. PROJECT INSPECTION SERVICES: Under Project Construction Services, the Engineer shall accomplish those tasks described in Attachment A as:

Task 11.0 Construction Observation*
Task 12.0 Construction Testing*
*will be added by amendment

- e. ADDITIONAL SPECIAL SERVICES: When requested in writing by the Owner, the Engineer shall perform such extraordinary services not normally considered a part of the design or construction phase engineering.

- (1) Revision of Approved Plans: When requested, the Engineer shall revise plans and/or specifications, contract documents, etc. when such changes or revisions are not occasioned by fault of the Engineer and such original documents, plans, specifications, etc. have been prepared in accordance with the Owner's approval, acceptance or instructions.
- (2) Readvertising for Bidders: The service required when the Owner readvertises for construction bidders not occasioned by fault of the Engineer shall be extra services.
- (3) Extra Construction Engineering: Such services occasioned through no fault of the Engineer such as caused by Contractor's default for any reason, damage to the construction caused by an Act of God, and construction supervision over an extended period beyond the completion date shall be considered extra services.
- (4) Inspection After Final Acceptance: Such services requested after the Owner has accepted the Engineer's Statement of Completion shall be considered extra services.

- (5) Special Consultants: The services of other professional fields such as lawyers, accountants, archaeologists, ornithologists, rate experts, and such similar types of professional skills are not normal to providing engineering services and are considered extra services.
- (6) Litigation: Engineering services for court testimony, should the Owner require the Engineer to appear as an expert witness, plus preparation time, are extra services.

f. TIME SCHEDULE FOR EXECUTION OF ENGINEERING SERVICES: The following schedule is anticipated to be completed by the following dates:

Engineering Contract Executed February 15, 2016
 Submit FAA Grant Application.....March 1, 2016
 Submittal of Preliminary (30%) Design Report.....May 16, 2016
 Completion of Preliminary Design &
 90% Plans and Specifications.....July 1, 2016

This schedule is subject to FAA and Owner turnaround time for reviews and responses. The Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth reasonable efforts in performing the service with due diligence under this Agreement. The Owner understands, however, that the Engineer's performance must be governed by sound professional practices and will be affected by outside influences beyond the Engineer's control.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- a. ACCESS TO THE WORK: The Owner shall guarantee access to and make all provisions for the Engineer to enter upon public lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project. The Engineer will contact private property owners for permission of entry to private lands.
- b. CONSIDERATION OF THE ENGINEER'S WORK: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- c. LEGAL REQUIREMENTS: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all

protests and fulfill all requirements necessary in the development of the Project, and pay all costs incidental thereto.

3. THE OWNER'S PAYMENTS TO THE ENGINEER:

a. GENERAL

- (1) Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part, the Engineer shall be paid for costs incurred prior to receipt of written notice from the Owner of such abandonment or suspension, together with any terminal expenses resulting therefrom, and including a reasonable profit.
- (2) Payments to the Engineer shall be due and payable from monthly statements. Payments not received within thirty (30) days of the invoice date will be subject to an interest charge of one-and-one-half (1.5) percent of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

b. PAYMENTS FOR BASIC SERVICES: The Owner shall pay the Engineer for the basic services described in 1.b., a Lump Sum Fee in accordance with the following.

Task 1.0 Preliminary Design.....	\$95,142.00
Task 3.0 Final Design.....	\$xxxx*
Task 4.0 Bid Letting.....	\$xxxx*
Task 5.0 Distribution of Plans and Specifications.....	\$xxxx*

*will be added by amendment

The initial total Lump Sum Fee for Basic Services is \$95,142.00.

c. PAYMENTS FOR OTHER SERVICES: The Owner shall pay the Engineer for other services described in 1.c., a Lump Sum Fee in accordance with the following:

Task 2.1 Grant Administration–Preliminary Design Phase	\$4,815.00
Task 6.0 DBE Plan and Reports.....	\$ xxxx*
Task 7.0 Grant Administration.....	\$ xxxx*
Task 8.0 Contract Administration.....	\$ xxxx*
Task 9.0 Construction Staking.....	\$ xxxx*
Task 10.0 As-Built ALP.....	.\$ xxxx*

The initial total Lump Sum Fee payment for Other Services is \$4,815.00.

*will be added by amendment

- d. PAYMENTS FOR PROJECT INSPECTION SERVICES: The Owner shall pay the Engineer for Project Inspection Services described in 1.d. as Task 11.0, a Cost-Plus-Fixed-Fee in accordance with a fixed fee amount of \$xxxx, not to exceed a total fee of \$xxxx.

The Owner shall pay the Engineer for Project Inspection Services described in 1.d. as Task 12.0, a Cost-Plus-Fixed-Fee in accordance with a fixed fee amount of \$xxxx not to exceed a total fee of \$xxxx. In addition, the fees for services and reimbursable expenses of an independent testing laboratory employed by the Engineer for testing services is estimated at \$xxxx, but shall be billed at actual cost.

The not-to-exceed fee payment for Project Inspection Services is \$xxxx.
*will be added by amendment

- e. PAYMENTS FOR ADDITIONAL SPECIAL SERVICES: For additional services defined in 1.e., the Owner shall pay the Engineer a negotiated amount based on the scope of additional services, and said payments will be due and payable from monthly billings should they be required for the project.

- f. SUMMARY OF FEES: The total compensation under this Agreement is summarized as follows:

Service	Tasks	Compensation	Fee Type
Basic Services	1.0	\$95,142.00	Lump Sum
Other Services	2.0	\$4,815.00	Lump Sum
Basic Service	3.0-5.0	*	Lump Sum
Other Services	6.0 – 10.0	*	Lump Sum
Construction Services – Inspection & Testing	11.0-12.0	*	Cost Plus A Fixed Fee Not To Exceed
Initial Total Compensation		\$99,957.00	

*will be added by amendment

4. THE OWNER AND ENGINEER FURTHER AGREE to the Federal Provisions contained in Attachment D.
5. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineer respectively and his partners, successors, assigns, and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.

6. **ATTACHMENTS:** The following attachments are included as part of this Agreement.

- Attachment A - Scope of Engineering Services
- Attachment B - Certification of Engineer
- Attachment C - Labor Estimate
- Attachment D - Federal Provisions
- Attachment E – Project Limits

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

City of Grinnell, Iowa

By: _____

Title: _____

ATTESTED BY:

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: _____

Title: Executive Vice President

ATTESTED BY:

Title: Project Engineer

Attachment A
Scope of Engineering Services

For
Runway 13-31 Rehabilitation Improvements
Grinnell Regional Airport
AIP No. 3-19-0039-014-2016

This project provides for the Runway 13-31 Rehabilitation Improvements at the Grinnell Regional Airport. Major features of the project include:

- Reconstruction of a major portion of Runway 13-31 as defined as Reconstruction of Runway 31 to remove 4200' of runway from previous 1200' extension to the southeast end of runway
- Removal of all old turnarounds that were abandoned previously
- Remove taxiway pavement as needed to reconnect new runway paving to existing pavement and to meet current FAA recommended pavement configurations
- Replacement of Runway 13-31 lighting system
- Replacement of PAPI's and REIL's
- Evaluation and relocation of electrical vault
- See Exhibit E for further details

BASIC SERVICES – PRELIMINARY DESIGN PHASE

Task 1.0 - Preliminary Design

- 1.1 Project Formulation. Project formulation provides for project conceptualization, preliminary estimate preparation, predesign conference and related administration associated with formulation of this project. CGA will provide agenda and minutes for the predesign meeting.
- 1.2 Geotechnical Investigations. Preliminary geotechnical investigations will be provided by TEAM Services as a subconsultant to Engineer. The investigation will include existing pavement thickness, soil borings, soil evaluation, soil classifications and narrative report. A minimum of eight (8) pavement cores and fifteen (16) borings at an approximate 300' spacing will be done to a depth of 10 feet.
- 1.3 Pavement Design Form. FAA Form 5100-1 Airport Pavement Design Form for rigid pavement structures will be provided to document the proposed pavement section.
- 1.4 Collect Topo and Draft Background. Topographic data for the project area will be collected using electronic field collection techniques. The limits will include anticipated project area with a 400' wide runway corridor and include drainage outlets, electrical homerun and electrical vault. This data will then be downloaded and drafted in the office to provide a background CAD drawing for preparation of the plans and cross sections.

- 1.5 Cover Sheet. The cover sheet shall provide pertinent project information such as project title, general description of the work, project numbers, location map, index to the plan sheets, and designer certification.
- 1.6 Symbols, Legend and Information Sheet. This sheet shall contain symbols used throughout the plan set, project bench mark descriptions, and a tabulation of horizontal control points.
- 1.7 Project Layout Sheet and Construction Safety and Phasing Plan. Provide a drawing depicting the general layout of the project and denote the contractor's access, assembly/storage areas, traffic control, and related notes. For temporary construction items (such as the contractor's staging area, access road, and equipment) and the permanent runway, the Engineer shall prepare and submit FAA 7460-1 Forms electronically through the FAA's OE/AAA website. The FAA shall conduct an aeronautical study of the temporary and permanent points. Engineer shall coordinate points with FAA prior to submission. We will prepare a Construction Safety and Phasing Plan (CSPP) in general conformance with the requirements of Advisory Circular 150/5370-2F Operational Safety on Airports During Construction. The Contractor shall be solely and exclusively responsible for the safety of the airport users as it relates to construction activities.
- 1.8 Typical Sections and Pavement Project Details. Project details such as typical cross sections, paving, storm sewer, and subdrain details will be depicted.
- 1.9 Project Quantities Sheet. The project quantities sheet will include identification of project bid items, specification references, plan quantities and a location to tabulate final quantities as part of the record drawings. In addition, any special reference notes for the bid items will be included.
- 1.10 Pavement Removal Plan. Prepare a plan identifying the pavement removal limits and requirements.
- 1.11 Grading and Storm Sewer Plan Sheets. Storm sewer and subdrain improvement will be shown.
- 1.12 Storm Water Pollution Prevention Plan. Prepare a storm water pollution prevention plan in accordance with Iowa Department of Natural Resources NPDES general permit number 2.
- 1.13 Plan and Profile Sheets. Prepare plan and profile sheets to depict paving requirements, profiles and elevations, and related construction requirements.
- 1.14 Pavement Jointing Plan Sheets. Pavement joints will be shown as well as supplemental elevations as required to construct the project. A preliminary joint layout will be provided to FAA with the preliminary design report.

- 1.15 Pavement Marking Plan. A sheet will be prepared detailing the layout and dimensions for pavement marking associated with the runway and connecting taxiways in accordance with FAA AC 150/5340-1L Standards for Airport Markings.
- 1.16 Electrical Project Details. Project details for the electrical and associated improvements will be depicted.
- 1.17 Electrical Removal Plan. We will prepare a plan identifying the electrical removal plan making way for the proposed improvements including a new electrical vault.
- 1.18 Runway 13-31 Lighting Layout. We will provide plan sheets identifying the layout of the Runway 13-31 lighting improvements as well as any modifications to the lighting systems intersecting with the connecting taxiways. These sheets will identify light locations and lens colors as well as circuit information.
- 1.19 Runway Lighting Homerun. We will provide a layout of the existing and proposed homerun circuit modifications from Runway 13-31 to the new electrical vault.
- 1.20 Electrical Vault Evaluation and Relocation. Because of the age of the existing electrical vault and current issues, an evaluation of the vault and equipment condition will be completed. This work will be completed by Steve Larson at UL as a subconsultant to CGA. A report will be prepared identifying existing conditions and recommendations for considerations of the Sponsor and FAA. The report will provide an updated opinion of probable cost and will be included in preliminary design report.
- 1.21 Electrical Vault Improvements. Based on the information compiled in the vault evaluation phase, proposed modification or replacement of the electrical vault will be designed and detailed. This work will be completed by Steve Larson at UL as a subconsultant to CGA.
- 1.22 Preliminary Design Report. A 30% preliminary design report will be prepared discussing project development options, paving jointing plans and will include 30% design plans. The options for the relocated electrical vault will be part of this submittal. The report will provide an updated opinion of probable cost.
- 1.23 Project Manual. Prepare a project manual to include Contract Documents (notice of hearing and letting, contractor's proposal, form of contract, bid bond, performance and payment bond, insurance requirements, wage and labor requirements, and equal employment opportunity requirements), General Conditions of the Contract, Special Conditions of the Contract, Detailed Specifications, the CSPP and applicable Advisory Circulars. FAA AC 150/5370-10F along with related changes, Central Region modifications and an applicable Modification of Standards will be utilized for the reference specifications.

- 1.24 Progress Meetings. Two (2) meetings with the Owner or the Owner's representatives will be held at the airport to obtain input and to coordinate the design process and decisions. An agenda and minutes will be provided by Engineer.
- 1.25 Quality Control Review. Provide an internal quality control review of the plans and specifications, incorporate those comments prior to 90% plan submittal to FAA and Owner, and prepare a quality control review letter as required by FAA.
- 1.26 Design Report and 90% Plan Review. A design report in general accordance with AIP Sponsor Guide, Section 920 will be prepared discussing design aspects of the project. We will submit one (1) set each 90% complete plans and project manual as well as engineering report to FAA and the Owner for review. We will also update and submit an Engineer's Opinion of Probable Construction Cost and the Preliminary Project Budget based on the 90% plans to the FAA and Owner for review and comment.

OTHER SERVICES- PRELIMINARY DESIGN PHASE

Task 2.0 – Grant Administration and DBE Plan Update-Preliminary Design Phase

- 2.1 Grant Application-Preliminary Design. After execution of the Preliminary Design ESA, CGA will prepare the grant application, including summary of project costs, and coordinate City's execution and submittals to the FAA.
- 2.2 Grant Reimbursement and Documentation-Preliminary Design. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 2.3 Liaison With FAA-Preliminary Design. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 2.4 Quarterly Performance Report-Preliminary Design. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 2.5 Sponsor Certifications- Preliminary Design. CGA will prepare and coordinate the Owner's required certifications for the project. This shall include Selection of Consultants.

- 2.6 Project Closeout-Preliminary Design. At the conclusion of the preliminary design, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.
- 2.7 Disadvantaged Business Enterprise (DBE) Plan. A 3-year DBE plan has been previously prepared for the Grinnell Regional Airport. This task will provide for reviewing and updating the 3-year DBE plan and preparing a project contract goal.

BASIC SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE

Task 3.0 - Final Design

- 3.1 Construction Plans. This phase will involve completion of remaining construction plan details, along with addressing comments from FAA and City of Grinnell review from 90% plans that were prepared during the execution of the preliminary design contract.
- 3.2 Project Manual. CGA will complete the project manual to include any revisions or corrections as a result of the 90% plan review. CGA will also complete the Notice of Hearing and Letting to including scheduled date and time for the hearing on the plans, specifications, form of contract and estimate of cost and the scheduled date and time for the opening of bids.

Task 4.0 – Bid Letting

- 4.1 Advertising and Queries. CGA will assist the City of Grinnell in publication of appropriate legal notices, providing notice to various plan room clearing houses and directly notifying contractors of the proposed construction work. In addition, CGA will answer contractors' questions and issue any addenda required during the bidding period.
- 4.2 Bid Opening and Award. CGA will assist the City of Grinnell in securing and opening of bid proposals. CGA will attend the bid opening, provide tabulation and analysis of bids, and coordinate with and secure FAA Airports Division concurrence in the award of construction contract. After receiving the concurrence, CGA will attend City Council meeting for consideration of award and assist the City of Grinnell in preparing signatory copies of the construction contract.

Task 5.0 – Distribution of Plans and Specifications

- 5.1 Distribution of Plans and Specifications. CGA will print and distribute paper copies of the project’s contract documents to prospective bidders, subcontractor suppliers and contractor plan room services as provided for under the laws of the State of Iowa.

OTHER SERVICES – FINAL DESIGN AND CONSTRUCTION PHASE

Task 6.0 - DBE Plan and Reports

- 6.1 DBE Monitoring and Reporting. The following activities will be provided to monitor and report on DBE participation for the Project:
- a. Evaluate documentation to be submitted by the low bidder indicating DBE participation or good faith effort. Request FAA Civil rights Office concurrence in the contract award.
 - b. Prepare and submit Uniform Report of DBE Awards or Commitments and Payments using the FAA DBE Connect Reporting system. Two submittals are planned.

Task 7.0 – Grant Administration-Construction Phase

- 7.1 Grant Application. After the bid letting, CGA will prepare the grant application, including updated summary of project costs, and coordinate City’s execution and submittals to the FAA.
- 7.2 Grant Reimbursement and Documentation. CGA will keep track of all project costs and prepare for the Owner's execution and submittal to FAA monthly grant reimbursement requests using the on-line DELPHI e-Invoicing system. In addition, CGA will prepare SF271 and SF425 forms on an annual basis and upon project completion.
- 7.3 Liaison With FAA. CGA will provide communication and correspondence with the FAA for the purpose of administration of the grant agreement. CGA will provide consultation and advice to the Owner during the progress of the project.
- 7.4 Quarterly Performance Report. Project progress will be monitored and reported using the FAA Quarterly Performance Report forms.
- 7.5 Sponsor Certifications. CGA will prepare and coordinate the Owner’s required certifications for the project. This shall include Selection of Consultants, Equipment/Construction Contracts, Construction Project Final Acceptance, and Project Plans and Specifications.

- 7.6 Project Closeout. At the conclusion of the project, final close out documentation shall be provided to the FAA within 90 days of the final payment date in accordance with FAA ACE AIP Sponsor Guide No 1610 – Development Project Closeout.
- 7.7 Construction Progress and Inspection Report. CGA will prepare and submit FAA form 5370-1 or an equivalent form on a weekly basis during major construction activities to the FAA.

Task 8.0 - Contract Administration

- 8.1 Preconstruction Conference. CGA will prepare an agenda, organize and attend a meeting with the Contractor, Subcontractors, Subconsultants, Airport Authorities, Owner and the FAA to establish construction schedules, coordinate subcontractors, and establish communications. After the meeting CGA will prepare and distribute minutes of the conference.
- 8.2 Payroll Transcripts. Weekly payroll transcripts will be collected from all prime and subcontractors. The transcripts will be compared to the current Department of Labor Wage Decision. Original copies of the payroll transcripts will be provided to the Owner.
- 8.3 Submittal Reviews and Coordination. The Contractor will be required to submit various submittals and approval data for the project. The submittals will be checked for compliance with the plans and specifications by the Project Engineer or Subconsultant.
- 8.4 Construction Progress Payments. Monthly payments will be made by the Owner to the prime contractor for the construction work. CGA will prepare tabulations of the construction quantities satisfactorily completed and their related costs and CGA will make a recommendation for payment in accordance with the construction contract.
- 8.5 Visits to the Site. A Professional Engineer will make periodic visits to the construction site to check the general quality and quantity of the Contractor's work. Based on information obtained during such visits, CGA will determine in general if such work is proceeding in accordance with the Contract and CGA will keep the City of Grinnell and the FAA informed of the progress.
- 8.6 Engineering Administration. This task involves coordination, supervision, communications, and scheduling of the engineering staff as required for this project. In addition, the Project Manager will provide engineering decisions and provide communications with the Owner and the Contractor required for administration and implementation of the project.
- 8.7 Change Orders. CGA will prepare change orders for changes necessary in the construction for submission to the Owner and the Contractor for approval. This

process shall include itemization and documentation of cost adjustments, and requesting FAA concurrence and participation in the change.

- 8.8 Engineer's Statement of Completion. When the Contractor claims final completion of the construction, a Professional Engineer shall make an inspection of the work and prepare a list of items of work or construction not acceptable or uncompleted for the Contractor to complete or repair. A Professional Engineer will prepare a Statement of Completion stating that the construction work has been substantially completed in accordance with the terms of the contract and will list the final construction quantities and costs.
- 8.9 Record Drawings. CGA will prepare from records, reports, field plans, etc., a final copy of record plans to show changes in the work authorized and known during the construction process. A copy will be provided to the Owner at project closeout.
- 8.10 Final Quantity and Testing Results Report. CGA will prepare from field reports, reports from the outside testing laboratory and material certifications a final summary report of project quantities and testing results. The report will also include any quantity adjustments as a result of the percent within limits calculations.
- 8.11 Construction Observation Program. A Construction Observation Program (COP) will be prepared and submitted to the FAA for approval. The program will include names of individuals and testing laboratories, certificates of accreditation, qualifications, and a listing of tests and procedures.

Task 9.0 - Construction Staking

- 9.1 Construction Staking. CGA will set at nominal 25' intervals paving stakes for use by the contractor for subgrade preparation, subbase placement and paving stakes. In addition, runway lighting, PAPI, REIL, and electrical vault location will be staked.

Task 10.0 – As-Built ALP

- 10.1 As-Built ALP. The Airport Layout Plan (ALP) set of drawings shall be revised to reflect the Runway Improvements. It is anticipated that this will include:
- Showing the new Runway Improvements as existing and excess pavement that was removed.

The Engineer shall provide the Owner and the FAA with one (1) full size draft ALP set for review. Following receipt and incorporation of Owner and FAA review comments, the Engineer shall provide the FAA with a PDF to confirm that comments have been adequately addressed. Upon acceptance by the FAA, the Engineer shall provide the FAA with four (4) full size final ALP sets for approval and distribution back to the Owner, Engineer, Iowa DOT, and FAA.

PROJECT INSPECTION SERVICES

Task 11.0 - Construction Observation

- 11.1 Resident Observation. A resident construction observer will be provided during major construction activities. Duties and responsibilities of the observer will include checking compliance of the construction with the plans and specifications, record and document the contractor's activities, prepare related reports, and serve as the Project Engineer's liaison with the contractor. Labor costs are based on observation of XXXX hours.

Task 12.0 - Construction Testing

- 12.1 Laboratory and Field Testing. Laboratory and Field Testing will be accomplished by an outside accredited testing laboratory (TEAM Services) and will consist of soil/subgrade proctor/density test, subbase proctor/density test, concrete flexural strength. This task will also involve the monitoring, tabulating and review of the results in addition to the outside testing services.
- 12.2 Manufactured Materials Testing. Manufactured materials will be accepted based on the vendor's certification that the materials meet the specifications. This task will involve the collection, review and tabulation of those certifications.

Attachment B
Runway Rehabilitation Improvements Project
Grinnell Regional Airport
AIP No. 3-19-0039-014-2016

Certification of Engineer

I hereby certify that I am the Executive Vice President and a duly authorized representative of the firm of CLAPSADDLE-GARBER ASSOCIATES, INC., whose address is 16 East Main Street, P.O. Box 754, Marshalltown, Iowa 50158, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the service of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any);

I acknowledge that this certificate is to furnish to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and federal laws, both criminal and civil.

Date

Signature

Attachment C
 Labor Estimate
 Runway Rehabilitation Improvements Project
 Grinnell Regional Airport
 AIP # 3-19-0039-014-2016

Labor Category	Hourly Rate	LABOR HOURS										Fixed Prm't	Out- Side Services	TOTAL FEE					
		MCB Principal	JPR P.E. 2	JFS E.I. 2	KAT Asoc 5	MCH P.L.S. 1	NRE Tech 6	AAL Asoc 3	Salary Cost	Over- head	Direct Exp.								
BASIC SERVICES-PRELIMINARY DESIGN PHASE																			
1.0 Preliminary Design																			
1.1 Project Formulation		4	4										2	424.70	764.46	0.00	178.37	0.00	\$1,367.53
1.2 Geotechnical Investigations		4												244.00	439.20	0.00	102.48	6,375.00	\$7,160.68
1.3 Pavement Design Form			4											142.00	255.60	0.00	59.64	0.00	\$457.24
1.4 Collect Topo and Drift Background														2,938.00	5,288.40	1,000.00	1,233.96	0.00	\$10,460.36
1.5 Cover Sheet														55.00	99.00	0.00	23.10	0.00	\$177.10
1.6 Symbols, Legend and Information Sheet														55.00	99.00	0.00	23.10	0.00	\$177.10
1.7 Project Layout Sheet and CSPP		2	12											768.00	1,382.40	0.00	322.56	0.00	\$2,472.96
1.8 Typical Sections and Project Details			4											362.00	651.60	0.00	152.04	0.00	\$1,165.64
1.9 Project Quantities Sheet		2	4											484.00	871.20	0.00	203.28	0.00	\$1,568.48
1.10 Pavement Removal Plan			2											181.00	325.80	0.00	76.02	0.00	\$582.82
1.11 Grading and Storm Sewer Plan Sheets			12											1,086.00	1,954.80	0.00	456.12	0.00	\$3,496.92
1.12 Storm Water Pollution Prevention Plan			8											504.00	907.20	0.00	211.68	0.00	\$1,622.88
1.13 Plan and Profile Sheets		2	12											1,086.00	1,954.80	0.00	456.12	0.00	\$3,496.92
1.14 Pavement Jointing Plan Sheets		2	8											846.00	1,522.80	0.00	355.32	0.00	\$2,724.12
1.15 Pavement Marking Plan		2	6											665.00	1,197.00	0.00	279.30	0.00	\$2,141.30
1.16 Electrical Project Details		2	4											362.00	651.60	0.00	152.04	0.00	\$2,665.64
1.17 Electrical Removal Plan		2	4											362.00	651.60	0.00	152.04	0.00	\$2,665.64
1.18 Runway 13-31 Lighting Layout		2	8											846.00	1,522.80	0.00	355.32	0.00	\$2,724.12
1.19 Runway Lighting Homerun		2	4											362.00	651.60	0.00	152.04	0.00	\$2,665.64
1.20 Electrical Vault Evaluation and Relocation		2	4											362.00	651.60	0.00	152.04	0.00	\$2,665.64
1.21 Electrical Vault Improvements		2	4											362.00	651.60	0.00	152.04	0.00	\$2,665.64
1.22 Preliminary Design Report (30%)		4	20											484.00	871.20	0.00	203.28	0.00	\$7,558.48
1.23 Project Manual		8	24											1,108.80	1,995.84	0.00	465.70	0.00	\$5,070.34
1.24 Progress Meetings		12	12											2,114.00	3,805.20	0.00	887.88	2,000.00	\$8,807.08
1.25 Quality Control Review		4	4											1,416.70	2,550.06	113.40	595.01	1,160.00	\$5,835.17
1.26 Design Report (90%) and Plan Review		16	32											386.00	694.80	0.00	162.12	0.00	\$1,742.92
PHASE TOTAL		66	196	200	0	48	48							20,110.40	36,198.72	1,151.20	8,446.37	29,235.00	\$95,141.69
OTHER SERVICES-PRELIMINARY DESIGN PHASE																			
2.0 Grant Administration																			
2.1 Grant Application			2											159.70	287.46	0.00	67.07	0.00	\$514.23
2.2 Grant Reimbursement and Documentation		2												210.70	379.26	0.00	88.49	0.00	\$678.45
2.3 Liaison With FAA		8												538.00	968.40	0.00	225.96	0.00	\$1,732.36
2.4 Quarterly Performance Reports			2											50.00	90.00	0.00	21.00	0.00	\$161.00
2.5 Sponsor Certifications			2											50.00	90.00	0.00	21.00	0.00	\$161.00
2.6 Project Closeout			6											259.70	467.46	20.00	109.07	0.00	\$856.23
2.7 Update DBE Plan			2											221.00	397.80	0.00	92.82	0.00	\$711.62
PHASE TOTAL		10	6	22	0	0	0							1,489.10	2,680.38	20.00	625.42	0.00	4,814.90
BASIC SERVICES-FINAL DESIGN & CONSTRUCTION PHASE																			
3.0 Final Design																			
3.1 Construction Plans														0.00	0.00	0.00	0.00	0.00	\$0.00
3.2 Project Manual														0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL		0	0	0	0	0	0							0.00	0.00	0.00	0.00	0.00	\$0.00
4.0 Bid Letting																			
4.1 Advertising and Queries														0.00	0.00	0.00	0.00	0.00	\$0.00
4.2 Bid Opening and Award														0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL		0	0	0	0	0	0							0.00	0.00	0.00	0.00	0.00	\$0.00
5.0 Distribution of Plans & Specifications																			
5.1 Distribution of Plans and Specifications														0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL		0	0	0	0	0	0							0.00	0.00	0.00	0.00	0.00	\$0.00
OTHER SERVICES-FINAL DESIGN																			

Attachment C
Labor Estimate
Runway Rehabilitation Improvements Project
Grimmell Regional Airport
AIP # 3-19-0039-014-2016

Labor Category Hourly Rate	LABOR HOURS										Salary Cost	Over- head	Direct Exp.	Filed P'mant	Out- Side Services	TOTAL FEE	
	MCB Principal	JPR P.E. 2	JFS E.I. 2	KAT Assoc 5	MCH P.L.S. 1	NRE Tech 6	AAL Assoc 3										
6.0 DBE Plan and Reports																	
6.1 DBE Monitoring and Reporting	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
7.0 Grant Administration																	
7.1 Grant Application											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.2 Grant Reimbursement and Documentation											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.3 Liaison With FAA											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.4 Quarterly Performance Reports											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.5 Sponsor Certifications											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.6 Project Closeout											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
7.7 Construction Progress and Inspection Report											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
8.0 Contract Administration																	
8.1 Preconstruction Conference											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.2 Payroll Transcripts											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.3 Submittal Reviews and Coordination											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.4 Construction Progress Payments											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.5 Visits to the Site											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.6 Engineering Administration											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.7 Change Orders											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.8 Engineer's Statement of Completion											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.9 Record Drawings											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.10 Final Quantity & Testing Results Report											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
8.11 Construction Observation Program - Not Required											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
9.0 Construction Staking																	
9.1 Construction Staking											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
10.0 As-Built ALP																	
10.1 As-Built ALP											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
PROJECT INSPECTION SERVICES																	
11.0 Construction Observation																	
11.1 Resident Observation											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
12.0 Construction Testing																	
12.1 Laboratory and Field Testing											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
12.2 Manufactured Materials Testing											0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
PHASE TOTAL																	
PROJECT TOTALS-PRELIMINARY DESIGN	76	202	200	22	48	48	70	21,599.50	38,879.10	1,171.20	9,071.79	29,235.00	\$99,956.59				

Direct Expenses:
Personal Vehicle Mileage: \$0.54 per Mile
Survey Vehicle Mileage: \$1.00 per Mile
Round Trip - 70 miles
Hotel Cost: \$80 per overnight

Subconsultants:
TEAM Services - Geotechnical & Construction Testing
UL Verification - Electrical/Mechanical

Staff Abbreviations:
Principal = Principal
P.E. 1 = Professional Engineer 1
E.I. 2 = Engineering Intern 2
Tech 7 = Technician 7

Survey Equipment: \$10 per hour
CAD computer Time: \$5 per hour
Per Diem (Meals & Misc): \$20 travel day and \$30 Non-travel day
Hotel Cost: \$80 per overnight

L.S.I.3 = Land Survey Intern 3
Tech 6 = Technician 6
Assoc 3 = Associate 3

Attachment D – Federal Provisions

(Revised September 2015)

By entering into this Agreement, the Engineer agrees to abide by the Federal Provisions included herein.

All references made to “Contract” shall pertain to Agreement.

All references made herein to “Contractor, Bidder and Offeror” shall pertain to Engineer (Clapsaddle-Garber Associates, Inc.).

All references made herein to “Subcontractor” shall pertain to any and all subconsultants under contract with Engineer.

All references made herein to “Sponsor” shall pertain to Owner (City of Grinnell, Iowa).

FEDERAL PROVISIONS REQUIRED FOR ALL A/E CONTRACTS

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The City of Grinnell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) Title VI List of Pertinent Nondiscrimination Authorities

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies

that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension &

Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

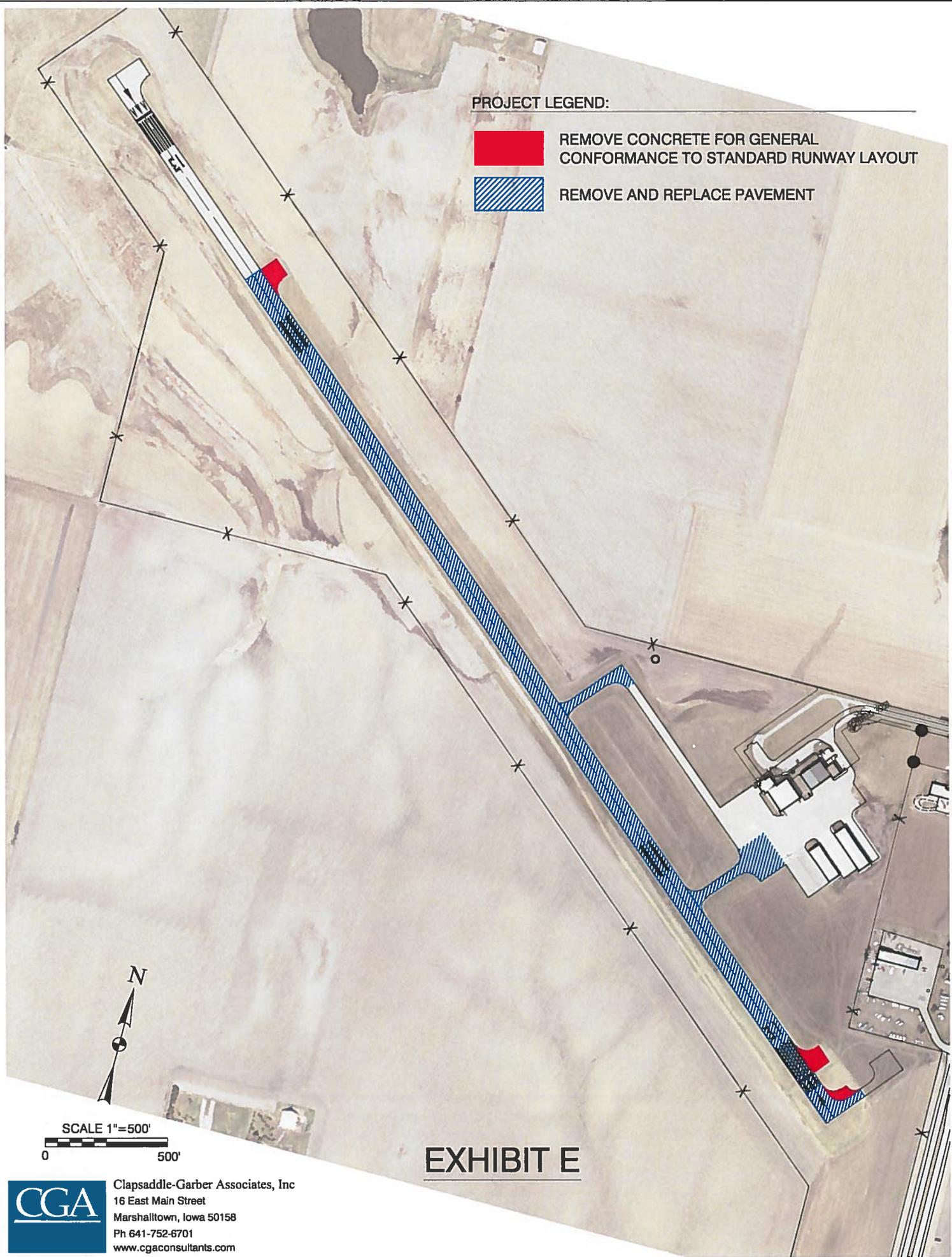
PROJECT LEGEND:



REMOVE CONCRETE FOR GENERAL CONFORMANCE TO STANDARD RUNWAY LAYOUT



REMOVE AND REPLACE PAVEMENT



SCALE 1"=500'
0 500'

EXHIBIT E



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

Document 1 of 1**Source:**

Iowa Code/2013 IOWA CODE/2013 IOWA CODE/TITLE I STATE SOVEREIGNTY AND MANAGEMENT/SUBTITLE 9 RESTRAINTS ON GOVERNMENT/CHAPTER 21 OFFICIAL MEETINGS OPEN TO PUBLIC (OPEN MEETINGS)/21.5 Closed session.

21.5 Closed session.

1. A governmental body may hold a closed session only by affirmative public vote of either two-thirds of the members of the body or all of the members present at the meeting. A governmental body may hold a closed session only to the extent a closed session is necessary for any of the following reasons:

a. To review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

b. To discuss application for letters patent.

c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

d. To discuss the contents of a licensing examination or whether to initiate licensee disciplinary investigations or proceedings if the governmental body is a licensing or examining board.

e. To discuss whether to conduct a hearing or to conduct hearings to suspend or expel a student, unless an open session is requested by the student or a parent or guardian of the student if the student is a minor.

f. To discuss the decision to be rendered in a contested case conducted according to the provisions of [chapter 17A](#).

g. To avoid disclosure of specific law enforcement matters, such as current or proposed investigations, inspection or auditing techniques or schedules, which if disclosed would enable law violators to avoid detection.

h. To avoid disclosure of specific law enforcement matters, such as allowable tolerances or criteria for the selection, prosecution, or settlement of cases, which if disclosed would facilitate disregard of requirements imposed by law.

i. To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

j. To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

k. To discuss information contained in records in the custody of a governmental body that are confidential records pursuant to [section 22.7, subsection 50](#).

l. To discuss patient care quality and process improvement initiatives in a meeting of a public hospital or to discuss marketing and pricing strategies or similar proprietary information in a meeting of a public hospital, where public disclosure of such information would harm such a hospital's competitive position when no public purpose would be served by public disclosure. The minutes and the audio recording of a closed session under this paragraph shall be available for public inspection when the public disclosure

would no longer harm the hospital's competitive position. For purposes of this paragraph, "*public hospital*" means the same as defined in [section 249J.3](#). This paragraph does not apply to the information required to be disclosed pursuant to [section 347.13, subsection 11](#), or to any discussions relating to terms or conditions of employment, including but not limited to compensation of an officer or employee or group of officers or employees.

2. The vote of each member on the question of holding the closed session and the reason for holding the closed session by reference to a specific exemption under [this section](#) shall be announced publicly at the open session and entered in the minutes. A governmental body shall not discuss any business during a closed session which does not directly relate to the specific reason announced as justification for the closed session.

3. Final action by any governmental body on any matter shall be taken in an open session unless some other provision of the Code expressly permits such actions to be taken in closed session.

4. A governmental body shall keep detailed minutes of all discussion, persons present, and action occurring at a closed session, and shall also audio record all of the closed session. The detailed minutes and audio recording of a closed session shall be sealed and shall not be public records open to public inspection. However, upon order of the court in an action to enforce [this chapter](#), the detailed minutes and audio recording shall be unsealed and examined by the court in camera. The court shall then determine what part, if any, of the minutes should be disclosed to the party seeking enforcement of [this chapter](#) for use in that enforcement proceeding. In determining whether any portion of the minutes or recording shall be disclosed to such a party for this purpose, the court shall weigh the prejudicial effects to the public interest of the disclosure of any portion of the minutes or recording in question, against its probative value as evidence in an enforcement proceeding. After such a determination, the court may permit inspection and use of all or portions of the detailed minutes and audio recording by the party seeking enforcement of [this chapter](#). A governmental body shall keep the detailed minutes and audio recording of any closed session for a period of at least one year from the date of that meeting, except as otherwise required by law.

5. Nothing in [this section](#) requires a governmental body to hold a closed session to discuss or act upon any matter.

[C71, 73, 75, 77, §28A.3; C79, 81, §28A.5]

C85, §21.5

2002 Acts, ch [1076, §1](#); 2007 Acts, ch [63, §1, 2](#); 2008 Acts, ch [1191, §33, 99](#); 2009 Acts, ch [110, §1](#); 2011 Acts, ch [106, §5, 6, 17](#)

Referred to in [§21.3, 21.8, 22.7, 97B.8A, 203.11B, 203D.4, 279.24, 388.9, 411.5](#)

© Iowa Legislature