



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
TUESDAY, JULY 5, 2016
IN THE COUNCIL CHAMBERS

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of The Agenda

Documents: [07.05.16 - AGENDA - COUNCIL--.PDF](#)

3. Consent Agenda

3.A. Consent Agenda

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

4. Public Hearing

5. Meeting Minutes/Communications

5.A. Meeting Minutes And Communications

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

6. Committee Business

6.A. Report From The Finance Committee

6.A.1. Report From The Finance Committee

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

6.B. Report From Planning Committee

6.B.1. Report From The Planning Committee

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

6.C. Report From Public Safety Committee

6.D. Report From Public Works And Grounds Committee

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

Documents: [6D - PWG COMM AND SUPPORT DOCS---.PDF](#)

7. Inquires

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
TUESDAY, JULY 5, 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, June 20, 2016 Regular Session.
 - Previous minutes as drafted from the Monday, June 27, 2016 Special Session.
 - Approve city claims and payroll claims from June 7 through and including July 5, 2016.
 - Approve liquor license renewals for the following:
 - Prairie Canary, 924 Main;
 - Fraternal Order of Eagles, Grinnell Aerie #2545.
 - Approve Mayor and Council appointments and re-appointments as follows:
 - Hotel and Motel Tax Committee (4 year term)
 - 1) Sally Lang
 - Historic Preservation Committee (3 year term)
 - 1) Mary Schuchmann
 - Tax Abatement Application:
 - Robin Marcinik, 803 6th Avenue (See Resolution No. 2016-120).
 - Accept Cory Selk resignation as Wastewater Apprentice.
 - Approve Grinnell Optimist and Police Department request for “2016 National Night Out” event on Tuesday, August 2, 2016 from 6:30 p.m. – 8:00 p.m. (see letter attached).
 - Review Campbell Fund requests.
- 4) Public Hearings: None.
- 5) Meeting Minutes/Communications:
 - a) Finance Committee minutes: June 20, 2016.
 - b) Planning Committee minutes: no meeting.
 - c) Public Safety Committee minutes: June 20, 2016.
 - d) Public Works and Grounds Committee minutes: June 20, 2016.
 - e) Parks and Recreation minutes: June 13, 2016.
 - f) Hotel and Motel Tax Committee: May 24, 2016.
 - g) Veterans Memorial Commission communications update.

6) Committee Business:

A. Report from the Finance Committee

1. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Grinnell Athletic and Recreation Center (See Resolution No. 2016-121).
2. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Family Center (See Resolution No. 2016-122).
3. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Grinnell Newburg School District for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Resolution No. 2016-123).
4. Consider resolution approving the assignment and authorizing the execution of an Assignment and Assumption Agreement to provide the consent of the city (See Resolution No. 2016-124).
5. Consider resolution appointing paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the Agreement (See Resolution No. 2016-125).
6. Consider resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate (Resolution No. 2016-126).

B. Report from the Planning Committee **(Planning will meet at 5:30 P.M.)**

1. Discuss Rental Inspection Program.
2. Discuss Monsanto's community involvement program.

C. Report from the Public Safety Committee

"No Meeting"

D. Report from the Public Works and Grounds Committee

1. Consider resolution approving an engineering services agreement with Veenstra and Kimm, Inc of West Des Moines, Iowa for the West Avenue Sanitary Sewer Rehabilitation Project (See Resolution No. 2016-127).
2. Consider resolution approving contract change order No. 1 for additional work by adding approximately 75 sanitary sewer services from the existing sewer main to a distance of 10 feet beyond the back of the curb on both sides of the street; for the contract with Absolute Concrete of Slater, Iowa for the Highway 146 N Improvement Project (See Resolution No. 2016-128).
3. Consider resolution approving contract change order No. 2 for additional work with the addition of 30 installations of 12 foot of sewer main and 2 wyes for services facing opposite directions for the contract with Absolute Concrete of Slater, Iowa for the Highway 146 N Improvement Project (See Resolution No. 2016-129).

4. Consider resolution approving contract change order No. 3 for additional work for removal and replacement of 6" pipe from Sewer Manhole for the contract with Absolute Concrete of Slater, Iowa (See Resolution No. 2016-130).
5. Consider resolution authorizing payment of contractor's pay request No. 3 to Absolute Concrete of Slater, Iowa in the amount of \$386,445.54 for the Highway 146 Improvement Project (See Resolution No. 2016-131).
6. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$280,608.72 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-132).
7. Consider resolution authorizing payment of contractor's pay request No. 5 in the amount of \$212,027.65 to Garling Construction of Belle Plaine, Iowa for the CDBG Downtown Revitalization (See Resolution No. 2016-133).
8. Consider resolution authorizing payment of contractor's pay request No. 6 (retainage) in the amount of \$13,063.58 to Jasper Construction Services Inc. of Newton, Iowa for the 8th Avenue Pavement Replacement Project (See Resolution No. 2016-134).
9. Consider resolution approving contract change order No. 1 in the amount of \$9,771.24 for net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the UPRR Water Main Relocation Projection (See Resolution No. 2016-135).
10. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$105,026.05 to Con-Struct, Inc. of Marshalltown for work completed on the UPRR Water Main Relocation (See Resolution No. 2016-136).
11. Consider resolution authorizing payment of contractor's pay request No. 16 (Final) in the amount of \$23,365.51 to Jasper Construction Services, Inc. of Newton, Iowa for work completed on the Iowa Department of Transportation 146 Improvement Project (See Resolution No. 2016-137).
12. Consider resolution approving contract change order No. 1 in the amount of \$15,170.60 for an increase to the contract with Manatts Inc of Brooklyn for the 2016 Asphalt Patching Project (See Resolution No. 2016-138).
13. Consider resolution approving pay request No. 1 in the amount of \$68,101.60 to Manatts Inc of Brooklyn, Iowa for the work completed on the 2016 Asphalt Patching Project (See Resolution No. 2016-139).
14. Consider resolution making award of contract for the 10th Avenue HMA Inlay Project (See Resolution No. 2016-140).
15. Consider resolution making award of contract for the Industrial Avenue Rehabilitation Project (See Resolution No. 2016-141).

7) Inquiries:

8) Adjourn



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JUNE 20, 2016 AT 7:00 P.M.
IN THE COUNCIL CHAMBERS

MINUTES

The Grinnell City Council met in regular session Monday, June 20, 2016 at 7:00 p.m. in the council chambers. Mayor Canfield presided with the following council members in attendance: White, Burnell, Hansen, Hueftle-Worley and Wray. Also present were Nedra Neville, Don Sundell, Doris Sundell, Joan Ohnemus, Michael Maloney, Denny Reilly, Chris Johnson, Russ Behrens and Kay Cmelik.

AGENDA AND CONSENT AGENDA

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

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

- Previous minutes as drafted from the Monday, June 6, 2016 Regular Session.
- Approve Mayor and Council's recommended new appointments and reappointments:
 - Hotel and Motel Tax Committee (4 year term)
 - 1) Dorothy Spriggs
 - 2) Paul Nowasell
 - Planning and Zoning (5 year term)
 - 1) Stan Stewart
 - Historic Preservation (3 year term)
 - 1) John Whittaker
 - Board of Adjustment (5 year term)
 - 1) Jim Kottmeier
- Approve new liquor licenses and renewals for the following:
 - Casey's General Store #1527, 312 West Street.
 - Chamber of Commerce, Liquor License Transfer.
 - The Peppertree at the Depot Crossing, 1014 3rd Ave.
 - B.P.O Elks #1266, 720 3rd Avenue.
 - Rabbitt's, special events July 2nd and August 5th.
- Approve FY 2016 cigarette permits for Casey's #1134, Casey's #1527, Casey's #1950, Dollar Store #7109, Fareway Stores, Inc. #737, Hy-Vee Food Stores, Kum & Go #22, Kum & Go #222, Lucky Mart, Inc., McNally's Foods, Rabbitt's Tavern, and Wal-Mart #647.
- Approve IDOT application and agreement for use of highway right-of-way for utilities accommodation for city of Grinnell for Industrial Avenue project.
- Approve Tax Abatement Application: Delmar and Evelyn Larsen, 703 Maple Street (See Resolution No. 2016-112).

- Approve request from 10th Avenue/10th Avenue Place for their 52nd Annual 4th of July Parade to be held on Monday, July 4, 2016 at 9:30 a.m.
- Receipt of Nicole Lorenzen, Administrative Assistant resignation effective June 17, 2016.
- Review Campbell Fund requests.

AYES: 5-0. Motion carried.

PUBLIC HEARINGS

The Mayor declared it the time and place to consider the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the 10th Avenue HMA Inlay Project. He asked if there were any written comments received on the same. There were none. He asked for there were any verbal comments to be paid in regard to the project. There were none. He declared the hearing closed at 7:07 p.m.

The Mayor declared it the time and place to consider the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the Industrial Avenue Rehabilitation Project (See Resolution No. 2016-119). He asked if there were any written comments received on the same. There were none. He asked for there were any verbal comments to be paid in regard to the project. There were none. He declared the hearing closed at 7:09 p.m.

ROUTINE BUSINESS

The council acknowledged receipt of the previous meeting minutes and other communications as follows:

- a) Finance Committee minutes: June 6, 2016.
- b) Planning Committee minutes: June 6, 2016.
- c) Public Safety Committee minutes: June 6, 2016.
- d) Public Works and Grounds Committee minutes: June 6, 2016.
- e) Grinnell Hotel and Motel Tax Committee minutes: April 26, 2016.
- f) Employee Safety Committee meeting minutes: May 17, 2016.
- g) May 2016 Monthly Treasurer's report.
- h) May 2016 Monthly Police report.
- i) May 2016 Building Permits report.
- j) May 2016 Central Park Improvements Fundraising report
- k) May 2016 Veterans Memorial Fundraising campaign report.
- l) May 2016 Parks Improvement fund report.
- m) Note from Dr. Wehr.
- n) 70th Annual Campbell Fund Report.

No action was required.

FINANCE COMMITTEE

Financial Consultant Michael Maloney, D.A. Davidson & Co spoke on behalf of the city's bond sale. He stated the four projects being funded by this issue are Iowa Reinvestment Application for Central Park Improvements Project, Road Use Tax Street Projects, Central Business District Phase 5.1 and 5.2 and Water portion of 146 N. We had six bids with 37 financial institutions participating.

The bids were received and opened by City Officials at 1:00 p.m. on June 20, 2016 for the General Obligation Bonds, Series 2016A \$7,450,000. The bids received both electronic and sealed are attached to these minutes.

The best bid was determined to be as follows:

Bidder: Robert W. Baird & Co, Inc. of Milwaukee, WI

In consultation with the Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$7,460,000
Purchase Price as adjusted: \$ 7,656,260.76
True Interest Rate: 1.722118%
Net Interest Cost: \$ 922,833.88

All bids were then referred to the Council for action.

Council Member Wray introduced Resolution No. 2016-113 - RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$7,450,000 (DOLLAR AMOUNT SUBJECT TO CHANGE) GENERAL OBLIGATION BONDS, SERIES 2016A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member White seconded the Resolution to adopt. AYES: 5-0. Motion carried.

Wray made the motion, second by White to approve Campbell Fund special request from Grinnell Optimist Club in the amount of \$2,000 for "Backpack to Kids" program. AYES: 5-0. Motion carried.

Wray made the motion, second by Hansen to approve Resolution 2016-114 - Resolution authorizing and directing the city clerk/finance director to write-off as uncollectable certain water, solid waste, storm water and accounts receivable amounts. AYES: 5-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-115 - Resolution setting FY 2017 Salaries for the city of Grinnell. AYES: 5-0. Motion carried.

Wray made the motion, second by Hansen to approve Public Professional and Maintenance Employees (PPME) Agreement for July 1, 2016 to June 30, 2019. AYES: 5-0. Motion carried.

Wray made the motion, second by White to approve purchase of the Spaulding Center for Transportation aka Iowa Transportation Museum for the amount of \$910,000 per the signed purchase offer. AYES: White, Burnell, Hueftle-Worley. NAYS: Burnell and Wray. Motion carried.

PLANNING COMMITTEE

The Planning did not meet due to the lack of quorum.

PUBLIC SAFETY COMMITTEE

White made the motion, second by Hueftle-Worley to approve request from Noga Ashkenazi for permission to block nine parking spaces on Broad Street immediately outside of Saint's Rest for filming an independent movie for all hours of the day between July 7 and July 19, 2016 and some parking spots blocked in front of Lonnski's and The Bar with all owners accepting the same. AYES: 5-0. Motion carried.

White made the motion, second by Hueftle-Worley to approve request from Rabbitt's to close street in front of business for July 2nd and August 5th events with the requirement a clear and distinct separation from the two events exist on each day during the hours of operation. AYES: 5-0. Motion carried.

PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-116 - Resolution approving change order No. 2 in the amount of \$2,400 for a net decrease to the contract with Construct, Inc. for Central Business District Phase 5 Improvements. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-117 - Resolution for amendment No.1 to the consulting services agreement with Clapsaddle-Garber Associates, Inc. for the Runway Rehabilitation Improvements Project at the Grinnell Regional Airport. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve grant application for Federal Assistance for Runway Rehabilitation Improvements Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-118 - Resolution adopting the plans, specifications, estimate of cost and form of contract for the 10th Avenue HMA Inlay Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-119 - Resolution adopting the plans, specifications, estimate of cost and form of contract for the Industrial Avenue Rehabilitation Project. AYES: 5-0. Motion carried.

Water Resources Director Jan Anderson provided an update on the Wastewater Treatment Plant. No action was necessary.

ADJOURNMENT

White made the motion, second by Hueftle-Worley to adjourn the meeting at 7:21 p.m. AYES: 5-0. Motion carried.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



GRINNELL CITY COUNCIL SPECIAL SESSION MEETING
MONDAY, JUNE 27, 2016 AT 7:30 A.M.
IN THE COUNCIL CHAMBERS

MINUTES

The Grinnell City Council met in special session Monday, June 27, 2016 at 7:30 a.m. in the council chambers. Mayor Canfield presided with all of the council members in attendance. Also present were Russ Behrens, Kay Cmelik and Bill Sueppel via telephone.

White made the motion, second by Hueftle-Worley to approve the agenda. AYES: White, Hueftle-Worley, Bly, Burnell, Hansen and Wray. Motion carried.

White made the motion, second by Hansen to go into closed session according to Chapter 21.5 (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.* AYES: White, Hansen, Hueftle-Worley, Bly, Burnell, Wray. Motion carried.

Hueftle-Worley made the motion, second by White to return to open session. AYES: White, Hansen, Hueftle-Worley, Wray, Bly, Burnell. Motion carried.

White made the motion, second by Hueftle-Worley to authorize staff to move forward as directed in closed session. AYES: White, Hueftle-Worley, Wray, Bly, Burnell, Hansen. Motion carried.

White made the motion, second by Hueftle-Worley to adjourn the meeting at 8:27 a.m. AYES: All. Motion carried.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

VENDOR SET: 01 City of Grinnell, IA

O P E N I T E M R E P O R T

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

=====PAYMENT DATES=====

=====ITEM DATES=====

=====POSTING DATES=====

PAID ITEMS DATES : 6/07/2016 THRU 7/05/2016 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

UNPAID ITEMS DATES : 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
GALLS/QUARTERMASTER	GLOVES	270.79
GARLING CONSTRUCTION INC	PAY REQ #5	212,027.65
GERMAN PLUMBING & HEATING	PARK IMP/MERRILL	23,624.05
GRAINGER	SUPPLIES	239.26
GRAY, BEN	TUITION REIMB	652.05
GREATER POWESHIEK COMMUNIT	GREATER POWESHIEK FOUNDATION	386.67
GRINNELL CITY OF (TRANSFER	TRANS TO LIB	185,916.03
GRINNELL IMPLEMENT STORE	WEED TRIMMER	1,850.48
GRINNELL VOL FIRE DEPT	VOLUNTEER PAY	1,480.00
GRMC OCCUPATIONAL HEALTH S	PHYSICAL/JPA (WS)	392.00
HACKERT SALES & SERVICE, I	FILTERS	147.30
HERALD REGISTER	AD-CIRC CLK	1,450.92
HICKENBOTTOM INC	SUPPLIES	28.40
HOTSY CLEANING SYSTEMS	SUPPLIES	2,046.55
HY-VEE INC	SUPPLIES	26.46
I.U.P.A.T. DISTRICT COUNCI	UNION	446.58
ICMA	MBSRHP DUES	1,213.14
IMWCA	WORKER'S COMP 16-17	35,166.00
INDEPENDENT SALT CO	SALT	23,780.99
INGRAM LIBRARY SERVICES	YA BKS	28.74
IOWA CITY/COUNTY MANAGEMEN	IACMA MBSRHP (KC)	150.00
IOWA CODIFICATION INC	CODE (INTERNET)	475.00
IOWA COMMUNICATIONS NETWOR	DATA LINE	8.33
IOWA DEPT OF NATURAL RESOU	STORM WATER DISCHARGE PERMIT	175.00
IOWA DEPT OF NATURAL RESOU	GRADE II LICENSE (SCHULTZ)	60.00
IOWA DUCT DOCTOR	WASHING WALLS-VET'S BLDG	5,985.00
IOWA LEAGUE OF CITIES	FY 16-17 DUES	3,665.00
IOWA ONE CALL	LOCATES	139.90
IOWA POLICE CHIEFS ASSOCIA	REG (WS)	30.00
IOWA PRISON INDUSTRIES	WEED GREEN SPACE	11,079.26
IPAA	DUES	150.00
IPERS	MATCH TO I-QUE	28,409.05
J & M ROOFING	ROOF REP-VET'S BLDG	500.00
JASPER CONSTRUCTION SERVIC	PAY REQ #16 - FINAL	36,429.09
JD FINANCIAL - THEISEN'S	AIR CONDITIONER	468.62
JD FINANCIAL-VAN WALL	CREDIT-INCORRECT BILLING	2,176.79
JIMENEZ, BENJAMIN A.	SLP	325.00
JP DRAIN CLEANING & PLUMBI	TV SAN SEWER SVC	3,959.10
KEYSTONE LABORATORIES INC	LAB TESTS	2,942.70
KIRBY BUILT QUALITY PRODUC	PARK IMP/LAKE NYANZA	933.63
L L PELLING CO.	COLD MIX	595.00
L-TRON CORPORATION	SCANNER	618.00
LANDS' END BUSINESS OUTFIT	SHIRTS (TA)	291.00
LINDER TIRE SERVICE	TIRE REP	674.10

VENDOR SET: 01 City of Grinnell, IA

O P E N I T E M R E P O R T

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

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=====PAYMENT DATES=====      =====ITEM DATES=====      =====POSTING DATES=====
PAID ITEMS DATES      : 6/07/2016 THRU 7/05/2016      0/00/0000 THRU 99/99/9999      0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES   :                               0/00/0000 THRU 99/99/9999      0/00/0000 THRU 99/99/9999
    
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VENDOR NAME	DESCRIPTION	GROSS AMOUNT
LOGAN CONTRACTORS SUPPLY,	SUPPLIES	1,036.94
LOWRY CONSTRUCTION	REP	1,640.07
LOWRY ELECTRIC	PARK IMP/W MERRILL	2,480.47
LOWRY, RONALD D.	1/2 TRMNL RENT	6,483.10
MALCOM LUMBER	PRK IMP/W MERRILL	1,481.51
MANATTS INC	CONCRETE-PARKING LOT	190,878.95
MARENGO PUBLISHING CORP	AD-TRASH-MEMORIAL DAY	22.00
MARSHALLTOWN CLINIC	EVAL (NA)	35.00
MARTIN MARIETTA MATERIALS	ROCK	331.04
MC DONALD'S LANDSCAPING	PARK IMP/SUMMER ST	360.00
MC MILLEN, JOE	REIMB-MEALS	64.82
MC NALLY'S FOODS	CONCESSIONS	42.39
MEDTECH WRISTBANDS	WRISTBANDS	96.00
MEDTRAK SERVICES LLC	411 WORK COMP	9.00
MFPRSI	MFPRSI	35,646.92
MICRO MARKETING LLC	BKS	81.58
MIDIOWA NET	POSTINI	451.50
MIDWEST AMBULANCE OF IOWA	MONTHLY FEE	9,166.67
MIDWEST RADAR AND EQUIPMEN	RADAR CERTS	280.00
MISCELLANEOUS	HOIEN, DEANNA:REFUND	120.00
MONKEYTOWN	BATTERIES	130.96
MUNICIPAL EMERGENCY SERVIC	CALIBRATION GAS	157.00
MUNICIPAL SUPPLY INC	RETURN-PARTS	626.40
NEOPOST USA INC	METER RENTAL 7/1/16-6/30/17	422.40
NEW CENTURY FARM SERVICE	LP	6,455.13
NORTON'S GREENHOUSE	CBD FLOWERS	175.00
O'HALLORAN INTERNATIONAL	REP	7,189.95
O'REILLY AUTO PARTS	BULB	90.70
OVERDRIVE, INC.	E-BKS	227.84
PARKNPOOL CORP	CHAIR BACKS	894.20
PAUL'S ACE HARDWARE	SUPPLIES	214.64
PELLA TREE SERVICE	TREE REMOVAL/CLEANUP	19,460.00
PENROSE LUMBER	SUPPLIES	6.78
PEPSI-COLA BOTTLERS	BEVERAGES	671.25
PETTY CASH - DRAKE LIBRARY	BKS/J PROG/MTG EXP/MISC	50.18
PETTY CASH - POLICE DEPT	MTG-MEALS, SUPPLIES, POSTAGE	140.67
PETTY CASH - REC AND POOL	SUPPLIES	94.30
PETTY CASH - WATER	SUPPLIES	30.43
POSTMASTER	PERMIT	309.00
POSTMASTER-LIB ACCT	STAMPS	490.00
POWESHIEK CO SHERIFF	SHERIFF FEES	15.00
POWESHIEK CO TREASURER	PER CAPITA	1,536.33
POWESHIEK WATER ASSOC	RURAL WATER	428.50
POWI80	SUPPLIES FOR IRA	155.01

VENDOR SET: 01 City of Grinnell, IA

O P E N I T E M R E P O R T

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/07/2016 THRU 7/05/2016	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES :		0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

VENDOR NAME	DESCRIPTION	GROSS AMOUNT		

VAN DYKE, DON	REIMB-BOOTS	75.00		
VEENSTRA & KIMM	GMRC RISE-GENERAL SVC	101,277.17		
VERIZON WIRELESS	WIRELESS SVC 4/26/16-5/25/16	645.44		
VOYA (ING)	EMPLOYEE VOLTRY CONTR.	2,373.47		
WALMART COMMUNITY (LIBRARY	J PROG	120.37		
WATTS TECHNOLOGICS, INC	SERVER UPGRADE	1,804.00		
WEBER PAPER COMPANY	PAPER	177.15		
WELLS FARGO FINANCIAL LEAS	COPIER LEASE	1,067.00		
WESTRUM LEAK DETECTION IN	LEAK DETECTION	4,200.00		
WINDSTREAM	TELEPHONE	2,723.02		
WINGERTER, ANN	REIMB MLGE	59.72		
WOODRIVER ENERGY LLC	GAS	103.42		
ZEBEC OF NORTH AMERICA	TUBES	482.88		
** TOTAL **	-City of Grinnell	2,156,758.85	401,741.00-	1,755,017.85

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	6/07/2016 THRU 7/05/2016	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES :		0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	401,741.00	401,741.00CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,755,017.85	0.00	1,755,017.85
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	2,156,758.85	401,741.00CR	1,755,017.85

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,756,207.67
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	1,189.82CR
** UNPAID TOTALS **	1,755,017.85

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PAID ITEMS DATES :	6/07/2016 THRU 7/05/2016	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES :		0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

FUND TOTALS

001	GENERAL FUND	209,080.43
003	LIBRARY - GENERAL FUND	15,279.58
010	BUILDING & PLANNING - GEN	5,357.87
110	ROAD USE FUND - SPEC REV	55,664.41
112	T&A EMP BEN- SPEC REV	104,761.80
125	URBAN REN - TIF	290.14
138	MED INS RESERVE - SPEC RV	957.12
145	HOTEL/MOTEL TAX - SPC REV	1,412.93
167	LIBRARY GIFTS - SPEC REV	74.43
200	DEBT SERV -	43.43
301	CLNS FY 16-17	69,865.52
309	GMRC RISE PROJECT	19,214.27
310	CENTRAL PARK PROJECT	51,694.42
350	AIRPORT DEV - CAP PROJ	13,181.40
362	HWY 146 NORTH PROJECT	393,872.58
363	STREET PROJECTS 2017	44,358.93
364	CBD FACADE IMPROVEMENTS	221,924.64
365	CAPITAL LOAN NOTES 2016	18,888.00
368	CAPITAL LOAN NOTES 2015	94.20
369	REINVESTMENT PROJECT	155.01
373	8TH AVENUE STR CONST PROJ	13,063.58
375	I-80 INTERCHANGE PROJECT	23,365.51
378	WW TRMT PLANT PROJECT	516.00
381	CBD PHASE 5	312,075.52
494	SAN EQMT REP FUND-SP RV	119,979.95
499	REC EQMT REP FD- SP RV	28,497.02
610	WATER FUND	174,611.47
620	SEWER OPERATION AND MAINT	102,274.70
630	STORM SEWER FUND	89,654.34
670	SOLID WASTE	66,549.65

GRAND TOTAL 2,156,758.85

Applicant License Application (LC0041040)

Name of Applicant: <u>Prairie Canary of Grinnell Inc</u>		
Name of Business (DBA): <u>Prairie Canary</u>		
Address of Premises: <u>924 Main Street</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>50112</u>
Business <u>(641) 236-0205</u>		
Mailing <u>924 Main Street</u>		
City <u>Grinnell</u>	State <u>IA</u>	Zip: <u>50112</u>

Contact Person

Name <u>Paul Durr</u>		
Phone: <u>(641) 990-9614</u>	Email <u>paul.durr70@gmail.com</u>	

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/18/2015

Expiration Date: 07/17/2016

Privileges:

- Catering Privilege
- Class B Native Wine Permit
- Class C Liquor License (LC) (Commercial)
- Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>		
Corporate ID Number: <u>480428</u>	Federal Employer ID <u>47-1066791</u>	

Ownership

Paul Durr

First Name: Paul **Last Name:** Durr
City: grinnell **State:** Iowa **Zip:** 50112
Position: President
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Phoenix Insurance Company</u>		
Policy Effective Date: <u>07/18/2015</u>	Policy Expiration <u>07/18/2016</u>	
Bond Effective	Dram Cancel Date:	
Outdoor Service Effective	Outdoor Service Expiration	

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0003502)

Name of Applicant: <u>Grinnell Aerie No 2545 Fraternal</u>		
Name of Business (DBA): <u>Fraternal Order Of Eagles, Grinnell Aerie #2545</u>		
Address of Premises: <u>616 4th Ave</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>5011200</u>
Business	<u>(515) 236-4787</u>	
Mailing	<u>616 4th Avenue</u>	
City <u>Grinnell</u>	State <u>IA</u>	Zip: <u>501120000</u>

Contact Person

Name Jim Stevenson
Phone: (641) 236-4787 Email jimpack1@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 07/16/2016

Expiration Date: 07/15/2017

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>74737</u> Federal Employer ID <u>42-0644910</u>

Ownership

Wilbur Anderson

First Name: Wilbur **Last Name:** Anderson
City: Grinnell **State:** Iowa **Zip:** 50112
Position: Trustee
% of Ownership: 0.00% **U.S. Citizen:** Yes

Eric Harms

First Name: Eric **Last Name:** Harms
City: Grinnell **State:** Iowa **Zip:** 50112
Position: Trustee
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: West Bend Mutual Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

RESOLUTION NO. 2016-120

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO GRINNELL URBAN REVITALIZATION PLAN – AMENDMENT No. 3 (803 6th Avenue, Robin Marciniak).

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: (803 6th Avenue, Robin Marciniak)

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.

PASSED AND APPROVED THIS 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
GRINNELL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA (as modified by Amendment No. 3 (2014))

Prior Approval for Intended Improvements

Approval of Improvements Completed

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

The Grinnell Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as residential. 100% abatement on the first \$75,000 for 5 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. (Does not include commercial used as residential or multi-residential.)

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years or 100% abatement for 5 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 Grinnell 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: 803 6th Ave

Legal Description: North Grinnell S 60' Lot 1 Block 6

Title Holder or Contract Buyer: Robin Marciniak

Address of Owner (if different than above): 3183 E 156th St N Grinnell IA 50112

Phone Number (to be reached during the day): 641-325-0002

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

Existing Property Use: Residential ___ Commercial ___ Industrial ___ Vacant

Proposed Property Use: Real Estate office

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

Specify: transform a home to an office

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

Date Permit(s) Issued: 5-31-16 5-24-16

Permit(s) Valuation: _____ [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: Aug 1st 2016 - Sept 1st 2016
 Estimated or Actual Cost of Improvements: \$100,000
 Signature: Rob Marciniak
 Name (Printed) Robin Marciniak
 Title: Broker/owner
 Company: Grinnell Realty LLC
 Date: 6-21-16

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 GRINNELL 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.

00960078-1\10542-099



CITY OF GRINNELL

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

COMMERCIAL REMODEL PERMIT

PERMIT #:	20160299	DATE ISSUED:	5/31/2016
JOB ADDRESS:	803 6TH AVE	LOT #:	1
PARCEL ID:	0765200	BLK #:	6
ADDITION:	North Grinnell	ZONING:	
TOWNSHIP:	80	RANGE:	16
SECTION:	09		
ISSUED TO:	ROBIN MARCINIK	CONTRACTOR:	VERNON MILLER LLC
ADDRESS:	3183 E 156TH ST N	ADDRESS:	3394 HWY 546
CITY, STATE ZIP:	GRINNELL IA 50112	CITY, STATE ZIP:	SEYMOUR IA 52590
PHONE:		PHONE:	
PROP. USE		OCCP TYPE:	
VALUATION:	\$ 5,000.00	CNST TYPE:	
SQ FT	0.00		
SCOPE OF WORK: INTERIOR REMODEL			

DESCRIPTION	CONTRACTOR	AMOUNT
COMMERCIAL REMODEL	VERNON MILLER LLC	\$ 173.17
TOTAL		\$ 173.17

NOTICE

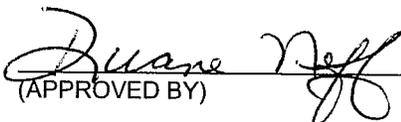
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

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)

DATE



(APPROVED BY)

5/31/16
DATE



CITY OF GRINNELL

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

PARKING PERMIT

PERMIT #:	20160292	DATE ISSUED:	5/24/2016
JOB ADDRESS:	803 6TH AVE	LOT #:	1
PARCEL ID:	0765200	BLK #:	6
ADDITION:	North Grinnell	ZONING:	
TOWNSHIP:	80	RANGE:	16
SECTION:	09		
ISSUED TO:	GRINNELL REALTY	CONTRACTOR:	VERNON MILLER LLC
ADDRESS:	1001 BROAD STREET	ADDRESS:	3394 HWY 546
CITY, STATE ZIP:	GRINNELL IA 50112	CITY, STATE ZIP:	SEYMOUR IA 52590
PHONE:		PHONE:	
PROP. USE:	REALTY	OCCP TYPE:	B BUSINESS
VALUATION:	\$ 9,400.00	CNST TYPE:	VB
SQ FT:	0.00		
SCOPE OF WORK: INSTALLING ADDITIONAL PARKING SPACE ON THE WEST SIDE OF THE STRUCTURE			

FEE CODE	DESCRIPTION	AMOUNT
BLD01	BUILDING PERMIT	\$ 221.31
PR01	PLAN REVIEW BUILDING	\$ 44.26
TOTAL		\$ 265.57

NOTICE

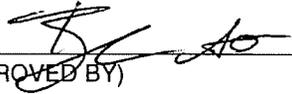
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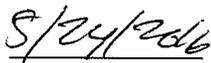
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(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

DATE



(APPROVED BY)



DATE

June 21, 2016

To whom it may concern,

As of today June 21,2016 I am putting in my two week notice of resignation with the City of Grinnell Wastewater Department. My final day will be July 5,2016

Respectfully yours,

Cory Selk

A handwritten signature in black ink, appearing to read "Cory Selk", written in a cursive style.



Dennis Reilly
Chief of Police

City of Grinnell
...Jewel of the Prairie

*Police Department
1020 Spring Street
Grinnell, IA 50112*

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

2016 National Night Out

Mayor Gordon Canfield
927 4th Avenue
Grinnell, Iowa. 50112

Mayor Gordon Canfield:

The Grinnell Police Department and the Grinnell Optimist Club are sponsoring the “National Night Out” event again this year. This is Grinnell’s 13th year participating in this nationwide event. This year’s event is scheduled for Tuesday August 2nd, 2016 from 6:30pm until 8:00pm. This event encourages people to get involved in their neighborhood and meet their neighbors. It also enables people from the community to meet and greet their local Police, Firefighters, and EMS Personnel.

This year’s event will take place at three locations. The Grinnell Police Department and Grinnell Optimist Club are requesting permission to use all facilities at Merrill Park, Bailey Park, and Arbor Lake. We would kindly request that any fees associated with the use of these parks/facilities be waived for the day.

We would like to cordially invite you, City Manager Behrens, and each Council Member to attend this year’s event to socialize with your neighbors and meet and greet your local Public Safety Personnel. Ice Cream will be provided by the Grinnell Optimist Club. We would also ask permission to work with Parks and Recreation Department to organize and secure items such as picnic tables and extra trash bags at each park for this event.

Thank you for your assistance and we look forward to your participation in this year’s “National Night Out” event!

Patrick Hatting
Grinnell Optimist Club

Officer Bryce Doane
Grinnell Police Department



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, JUNE 20, 2016 AT 7:00 A.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Wray, White, Hansen. Also present were Mayor Canfield, Sonni Burnell, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. White made the motion, second by Hansen to recommend approval Resolution No. 2016-113 - Resolution directing the sale of General Obligation Bonds, Series 2016A. AYES: 3-0. Motion carried.
2. White made the motion, second by Hansen to recommend approval of Consider Campbell Fund special request from Grinnell Optimist Club in the amount of \$2,000 for "Backpack to Kids" program. AYES: 3-0. Motion carried.
3. Hansen made the motion, second by White to recommend approval of Resolution No. 2016-114 - Resolution authorizing and directing the city clerk/finance director to write-off as uncollectable certain water, solid waste, storm water and accounts receivable amounts. AYES: 3-0. Motion carried.
4. White made the motion, second by Hansen to recommend approval of Resolution No. 2016-115 - Resolution setting FY 2017 Salaries for the city of Grinnell. AYES: 3-0. Motion carried.
5. White made the motion, second by Hansen to recommend approval of the Public Professional and Maintenance Employees (PPME) Agreement for July 1, 2016 to June 30, 2019. AYES: 3-0. Motion carried.
6. Hansen made the motion, second by White to recommend approval of purchase of the Spaulding Center for Transportation aka Iowa Transportation Museum for the amount of \$910,000. AYES: 2-0. NAYS: Wray. Motion carried.

INQUIRIES: Regarding an email received on June 17 from the chair of the Veterans Commission regarding their repair bills and the patio connected to the Memorial building. No action was taken.

The meeting was adjourned at 8:00 a.m.

JO WRAY, CHAIR

ATTEST:



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JUNE 20, 2016 AT 4:45 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE

PRESENT: Hansen **Absent:** Bly, Burnell.

No meeting was held due to lack of a quorum.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Discuss Rental Inspection Program.

INQUIRIES:

ADJOURNMENT:



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, JUNE 20, 2016 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: White (Chair), Hueftle-Worley. **Absent:** Burnell. Also present were Mayor Canfield, Jo Wray, Dennis Reilly, Noga Ashkenazi, Devin Landen, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Hueftle-Worley made the motion, second by White to recommend approval of request from Noga Ashkenazi for permission to block nine parking spaces on Broad Street immediately outside of Saint's Rest for filming an independent movie for all hours of the day between July 7 and July 19, 2016. AYES: 2-0. Motion carried.
2. Hueftle-Worley made the motion, second by White to recommend approval of request from Rabbitt's to close street in front of business for July 2nd and August 5th events with the stipulation there is a clear and distinct separation between the two events being on held on both evenings. AYES: 2-0. Motion carried.

INQUIRIES: None.

The meeting was adjourned at 5:50 p.m.

JIM WHITE, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, JUNE 20, 2016 AT 6:15 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Hueftle-Worley (Chair), Wray. Absent: Bly. Also present were Mayor Canfield, Jan Anderson, Jim White, 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 approval of Resolution No. 2016-116 - Resolution approving change order No. 2 in the amount of \$2,400 for a net decrease to the contract with Construct, Inc. for Central Business District Phase 5 Improvements. AYES: 2-0. Motion carried.
2. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No 2016-117 - Resolution for amendment No.1 to the consulting services agreement with Clapsaddle-Garber Associates, Inc. for the Runway Rehabilitation Improvements Project at the Grinnell Regional Airport. AYES: 2-0. Motion carried.
3. Wray made the motion, second by Hueftle-Worley to recommend approval of grant application for Federal Assistance for Runway Rehabilitation Improvements Project. AYES: 2-0. Motion carried.
4. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2016-118 - Resolution adopting the plans, specifications, estimate of cost and form of contract for the 10th Avenue HMA Inlay Project. AYES: 2-0. Motion carried.
5. Wray made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2016-119 - Resolution adopting the plans, specifications, estimate of cost and form of contract for the Industrial Avenue Rehabilitation Project. AYES: 2-0. Motion carried.
6. Update on the Wastewater Treatment Plant.

INQUIRIES: None.

The meeting was adjourned at 6:45 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



Grinnell PARKS AND RECREATIONS BOARD meeting
MONDAY, JUNE 13, 2016 AT 7:00 P.M.
BAILEY PARK SHELTER

Minutes

ROLL CALL: Jean Reavis, Liz Queathem, Shawn Walters, Ralph Eyberg, Bill Molison, Dave Popp, Jordan Allsup and Kelly Rose

APPROVE AGENDA: At 7:04pm Walters motioned to approve the agenda and Molison seconded the motion.

APPROVE MEETING MINUTES: Molison motioned that we approve the May 9, 2016 meeting minutes and Walters 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** – Construction fencing has gone up. Tree protection has gone up. Tree removal has begun.
 - **Parks and Cemetery Vegetation - Eyberg** –
 - **Dog Park - Queathem / Reavis / Walters / Eyberg / Molison** –Measurements have been taken for the amount of fencing needed if park was going to be at PALS location.
 - **Bailey Park - Walters** – working on getting the last of the bids in for the renovation. Walters discussed the campaign agreement between Greater Poweshiek Community Foundation, Imagine Grinnell and the City of Grinnell to benefit the Skate Park. Molison motioned to accept the agreement and pass on to the City Council for final approval and Queathem seconded. Motioned carried.
2. Park Improvement Fund – initial goal has been reached. Projects are being completed. There will be some funding left after we complete the following projects. We will need to decide what projects we want to work on next. As soon as the current projects are wrapped up we will look at our wish list.
 - Aquatic Center Shed – DONE
 - West Merrill Ball Diamond Shed – DONE
 - Park Entrance Signs - DONE
 - Lions Park Parking Lot – DONE
 - Summer Street Natural Playscape – DONE (mulch will be moved by Imagine Grinnell and final grading and seeding will be done by the City)
 - Summer Street Recreational Trail – DONE
 - West Merrill Restroom Renovation – DONE
 - Miller Park Playground Equipment – DONE
 - Arbor Lake South Side Trail – talked to new business to complete work
 - Pet Drinking Fountain–West Merrill-DONE. Working on Arbor Lake location now
 - Bailey Park Shelter painting – DONE
 - West Merrill Stone Sign – Molison has received a few more quotes. He is still for a few more contractors to call him back. We will vote at July's meeting on who will get the go ahead to complete the work. A few of the quotes will be for rebuilding the sign and others are going to be for restoration of the sign. \$2,000 in grant funding has been received to go towards the project.
3. Sidewalks projects – With the construction of Hwy 146 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. Along with the stretch between Prince and Prairie on South side of 8th Ave. Waiting to hear on grant before we move forward with these projects.

NEW BUSINESS:

Bailey Park Ramp Build – June 25 Walters and Rich Dana, from Imagine Grinnell, will be hosting a ramp build at Bailey Park. This small ramp, that will be portable, will hopefully get the community excited about the new Skate Park. The ramp will be used in the future for demonstrations and fundraising events for the new Skate Park. The public is invited to attend.

NOTES:

INQUIRES:

- Request to plant a few new trees in the NW section of the cemetery where several have been removed
- Request from Davis School to install three little libraries with some grant money they received, one in each of the following parks; West Merrill, Arbor Lake and Miller Park. Rose will work with them on the exact placement.
- New sidewalk has been installed at Lake Nyanza from the parking lot to the shelter. A memorial bench for Kyle Miller will also be installed. One of the shelter house structures from Central Park will also be going in at Miller Park along with a bike rack.
- Bike rack will be installed at Summer Street park along with the grill when it arrives.

ADJOURN: Reavis made the motion at 7:34pm to adjourn the meeting and Queathem seconded.

Parks and Recreation Director
Kelly M Johnson Rose



Grinnell Hotel and Motel Tax Committee
Minutes
Tuesday, May 24, 2016

PRESENT: Lang, Nowasell, Smith, Spriggs and Wright. Absent: Cirks and White.

Also present were Mayor Canfield, Russ Behrens, Emily Counts and Ann Wingerter.

1. Chair Wright called the meeting to order at 12:07 p.m.
2. Lang made the motion, second by Spriggs to approve the agenda. AYES: All. Motion carried.
3. Lang made the motion, second by Nowasell to approve the meeting minutes for April 26, 2016. AYES: All. Motion carried.
4. The committee reviewed the Monthly Budget Report.
5. Smith made the motion, second by Lang to approve the transfer of \$30,000 to the ITM, per budget. AYES: All. Motion carried.
6. Emily Counts presented the Monthly CVB Report. She asked if the committee would be interested in contributing \$2,000 toward a four pages ad in IA magazine. Grinnell College and Faulconer Gallery already are advertising in the next issue. Counts will work with her contact at the magazine and will submit a more formal proposal at the meeting on June 28.

Upcoming events:

- Friday Fest – 6/3, 7/2, 8/5
 - Grinnell Games - June 11 – 12
 - 4th of July Activities
 - Small Team Baseball Tournament
7. Russ Behrens provided an update on Spaulding Center for Transportation a/k/a ITM and the Boutique Hotel and Event Center.

The city of Grinnell has submitted an offer of \$890,000 for the ITM and is waiting to hear whether the offer was accepted.

Negotiations are finished on the sale of the Community Center building. The sale price is \$700,000 with the Hotel and Motel tax generated by the boutique hotel rebated back along with a TIF rebate. The city will set the public hearing for the sale and development agreement at their next regular meeting.

8. Paul Nowasell and Dorothy Spriggs' terms end June 30, 2016. Both are interested in serving another term. Mayor Canfield will recommend their reappointment at the next council meeting.

9. Inquiries -

Updates on Central Park construction start date, Broad Street paving, Grinnell College Block Party and the CDBG Façade grant. No action was necessary.

10. The Chair adjourned the meeting at 12:49 p.m.

Respectfully submitted by
Ann Wingerter, Acting Secretary for the Committee

CITY OF GRINNELL

TO: MAYOR AND CITY COUNCIL
FROM: RUSS BEHRENS, CITY MANAGER
SUBJECT: VETERANS MEMORIAL BUILDING
DATE: 07/01/2016

I just wanted to provide a quick note in regard to the meeting I had Tuesday, June 28th with Teresa McCall, Ed Adkins, Howard McDonough, Allen Latcham, and a representative of Story Construction. Scott Crawford of RDG also joined us by phone. The bulk of the meeting was spent addressing how best to manage the storm water in that area south of the Grinnell Veterans Building. We are still investigating where the current area drains discharge and how best to redesign this area to manage storm water for both the Central Park project and the Veterans Memorial Building. I had met with our staff and Greg Roth of V & K. I also plan to meet with RDG and some of our staff on Wednesday next week. We are still developing possible solutions but I am confident that we will find a solution that works for both the Veterans Commission and the Central Park project.

Below you will see the text of an email I sent to Teresa McCall addressing some of the other areas that have been sources of friction:

Teresa:

Thanks for taking the time to meet with me yesterday. I wanted to provide a very brief recap of next steps:

- We will adjust the safety fence so that the front of the Veterans Memorial Building is 'open'. We will now run the safety fence to the NE and SW corners on the building façade. I will try to have this done by the end of the day on Friday. Assuming we move forward with the planned improvements to the grounds around the Veterans Memorial Building the safety fence may have to be put back in place when that work happens but for the time being we can move it. **Done – you can now walk to the front of the building without being impeded by the safety fence.**
- On Friday we will have release forms available for Commission members to sign and check out the building keys. This assumes the mold issue in the building has been adequately addressed. I will rely on Duane Neff to make this determination. **Done – the keys and release forms available at the front desk.**
- There was concern that there was not a sidewalk being installed from the SW door to the new sidewalk. We will create a design that includes this sidewalk. **In process.**
- You provided me with two invoices: Iowa Duct Doctor = \$5985 and J & M Roofing = \$500.00. I will advocate for their payment from the Veterans Commission FY 16-17 budget. As you likely know, there is \$2,400 in the VMB budget for FY 16-17 (\$1600 for utilities and \$800 for insurance). We will still plan to cover those expenses plus the expenses listed here. We may have to keep an eye on the utility bill if the fans and

dehumidifiers are going to run frequently. I processed and these will be presented with all other bills on Monday to the City Council.

- We will work on redesigning the area on the south side of the Veterans Memorial Building to find the most effective method to address the storm water so we can solve the problem of the area drain being connected to the sanitary sewer system. We will develop a concept or two and sit down with you again to review as soon as possible. We will initially plan on covering these expenses, this assumes we reach a mutual agreement. We are still working on this but I would like to meet with you late next week in advance of the VMC meeting so you see the latest information before that meeting.

At this point all I would ask from you is that we pursue a solution to the patio issue in good faith that allows the Central Park project to move forward and creates a solution to the patio water issue that is mutually beneficial.

As I mentioned I do not necessarily have Council approval for all these actions but I do believe they will be supportive.

Thanks for your time.

Russ

CITY OF GRINNELL

TO: MAYOR AND CITY COUNCIL
FROM: P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR
SUBJECT: PETITION AND VOTED LEVY TIMELINE
DATE: 07/01/2016

3.31.15 – 4.13.15 – Emails regarding special election dates for voted city tax levy for memorial building maintenance.

8.26.15 – After receiving a copy of the commission and fundraising committee’s proposed timeline, I was asked to prepare a memorandum for the same group on a voted city tax levy for memorial building maintenance. After completing research the levy, I sent my findings to Teresa McCall and Mike Olson (emails and memorandum attached).

1.12.16 - Finance Committee Budget Meetings – Veterans Commission Members Teresa McCall and Brenda Bortell requested \$350,000 for Phase 1 of the Veterans Memorial Building renovation.

At the same time they indicated their intent to pursue a special election in June, 2016 for the voted city tax levy for memorial building maintenance. The June date didn’t sound like a date I had provided to them. I revisited my information at which time I saw the next regular city election language. This triggered further review by me and the unfortunate discovery that a voted city tax levy is not considered a “special election” per see. I contacted the Ted Nelleson, Director of the Department of Management and Diana Dawley Commissioner of Elections for Poweshiek County for their interpretation of the code governing a voted city tax levy for memorial building maintenance. They both concurred it would be the next regular city election which is November 2017 (emails attached).

I immediately sent the corrected information to Teresa McCall and Mike Olson and apologized for my error (correspondence attached).

5.19.16 - I was told a petition was being circulated for a voted memorial tax levy. I contacted the Secretary of State via telephone to confirm the procedures and date for the election. Again the Secretary of State’s office stated it would be held at the next regular city election.

6.2.16 - Bill Lannom came to file the petition. He stated Diane Dawley confirmed the election would be held in March 2017. The information conflicted with the original information I was provided by the County Auditor. It also conflicted with my conversation with the Secretary of State’s office the previous week. I requested the Secretary of State’s office review the information and provide us a final ruling on the date for a voted memorial tax levy (correspondence attached). He left without filing petition.

6.7.16 – Petition for election was filed. I informed the group presenting the petition that the soonest it would be on the agenda would be June 20, 2016 but I couldn't do so until I received the confirmation from the Secretary of State on the date the election.

6.14.16 – I sent an email requesting a response on the date for the election.

6.22.16 – Secretary of State confirmed date would be November 2017. The council can now take action on the petition for election. The City Attorney will prepare the Resolution calling for the election for the July 18, 2016 meeting.

Kay Cmelik

From: Kay Cmelik
Sent: Monday, April 13, 2015 4:15 PM
To: Russ Behrens
Subject: FW: Special election

4

They need to file the papers by June 19th to have an Election August 4, 2015. Another option would be to have the question on the November 3rd City Election.

They will need 50 signatures on a petition to begin the process.

P. Kay Cmelik
City Clerk/Finance Director
City of Grinnell
927 4th Avenue
Grinnell, IA 50112
641-236-2601
641-260-0193 (mobile)
641-236-2626 Fax
KCmelik@grinnelliowa.gov
www.grinnelliowa.gov

-----Original Message-----

From: Kay Cmelik
Sent: Wednesday, April 01, 2015 8:57 AM
To: Teresa McCall
Subject: FW: Special election

3

See below Diana's answer when an election the memorial building levy could be held and the requirements for the same. It is Iowa Code Chapter 384.12.(2) - A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1. The current taxable valuation is \$263,131,340. So this would generate \$213,136 at the full .81 cents which goes directly into city general fund account. It is earmarked for the required uses as stated in the code.

Now that being said you would really have to sell it to the public because no one likes tax increases. You wouldn't have to ask for the full .81 cents either. It just depends on what you need to pay for a bond issue and yearly operating costs and maintenance.

-Kay

P. Kay Cmelik

City Clerk/Finance Director
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641-236-2626 Fax
KCMelik@grinnelliowa.gov
www.grinnelliowa.gov

-----Original Message-----

From: Diana Dawley [mailto:ddawley@poweshiekcounty.org]
Sent: Wednesday, April 01, 2015 8:12 AM
To: Kay Cmelik
Subject: RE: Special election

2

Good morning,

You would need to file the papers by June 19th to have an Election August 4, 2015. Another option would be to have the question on the November 3rd City Election.

You will need 50 signatures on a petition to begin the process.

Let me know if you have any other questions.

Diana

-----Original Message-----

From: Kay Cmelik [mailto:KCMelik@grinnelliowa.gov]
Sent: Tuesday, March 31, 2015 5:31 PM
To: Diana Dawley
Subject: Special election

1

Diana,

What are the dates available for a special electionif the veterans commission wanted to have a voted levy?

Kay

Sent from my iPhone

Kay Cmelik

From: Diana Dawley <ddawley@poweshiekcounty.org>
Sent: Wednesday, August 26, 2015 3:02 PM
To: Kay Cmelik
Subject: RE: Special Election for Veterans Levy

4

They would be:
1st Tuesday in March
1st Tuesday in May
1st Tuesday in August or

General Election ballot

Diana

From: Kay Cmelik [mailto:KCmelik@grinnelliowa.gov]
Sent: Wednesday, August 26, 2015 10:30 AM
To: Diana Dawley
Subject: RE: Special Election for Veterans Levy

3

I am a year ahead of schedule. What are the dates available for calendar 2016?

Not sure why I put 2017.

P. Kay Cmelik
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www.grinnelliowa.gov



From: Diana Dawley [mailto:ddawley@poweshiekcounty.org]
Sent: Wednesday, August 26, 2015 8:55 AM
To: Kay Cmelik <KCmelik@grinnelliowa.gov>
Subject: RE: Special Election for Veterans Levy

2

Kay,

Sorry for the delay. We had Election officials training on the new equipment all day yesterday.

Dates in 2017 for a special election are:

1st Tuesday in March
1st Tuesday in May
1st Tuesday in August
Regular City election

Please let me know if you have any other questions.

Diana

From: Kay Cmelik [<mailto:KCmelik@grinnelliowa.gov>]
Sent: Monday, August 24, 2015 8:47 AM
To: Diana Dawley
Subject: Special Election for Veterans Levy

Diana,

Now that you are back from the fair and on to your next election 😊 Can you let me know what dates would work in the calendar year 2017 for a special election? Thanks.

-Kay

*P. Kay Cmelik
City Clerk/Finance Director
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www.grinnelliowa.gov*



Kay Cmelik

From: Kay Cmelik
Sent: Wednesday, August 26, 2015 3:44 PM
To: Teresa McCall; Mike Olson
Cc: Russ Behrens
Subject: Veterans Memorial Levy
Attachments: Special Election for Veterans Levy.pdf

Attached are the requirements for implementing a voted Memorial Building Levy – Iowa Code Section 384.12(2). Someone has to file a petition with 50 signatures as of today's date. The number of signatures may change after the next regular election. The maximum levy that can be imposed is .81 per \$1,000 taxable valuation.

Please let me know if you have any questions after reading the attached document.

-Kay

*P. Kay Cmelik
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Special Election for Veterans Levy

1. Available dates for a special election in calendar year 2016 are
 - a. 1st Tuesday in March
 - b. 1st Tuesday in May
 - c. 1st Tuesday in August
 - d. November General Election

384.1 Taxes certified.

A city may certify taxes to be levied by the county on all taxable property within the city limits, for all city government purposes. However, the tax levied by a city on tracts of land and improvements thereon used and assessed for agricultural or horticultural purposes, shall not exceed three dollars and three-eighths cents per thousand dollars of assessed value in any year. Improvements located on such tracts of land and not used for agricultural or horticultural purposes and all residential dwellings are subject to the same rate of tax levied by the city on all other taxable property within the city. A city's tax levy for the general fund shall not exceed eight dollars and ten cents per thousand dollars of taxable value in any tax year, except for the levies authorized in section 384.12. [C97, §616, 890; S13, §616; C24, 27, 31, 35, 39, §6210; C46, 50, §404.4; C54, 58, 62, 66, 71, 73, §404.1, 404.2, 404.15; C75, 77, 79, 81, §384.1] 89 Acts, ch 296, §39 Referred to in §331.263, §357B.8, §357J.15, §373.10, §384.12, §386.8, §386

384.12 Additional taxes

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384.1, and which are in addition to any other moneys the city may wish to spend for such purposes, as follows:

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1. ***The amount generated based on this FY 2016's taxable valuation at the full levy amount of .81 per thousand is \$209,545.**

Requirements for a special election on requested levy:

- a. Upon receipt of a petition valid under the provisions of section *362.4 (see below), the council shall submit to the voters at the next regular city election the question of whether a tax shall be levied. ****50 signatures needed today but will change after this next election.***
- b. If a majority approves the levy, it may be imposed.
- c. The levy can be eliminated by the same procedure of petition and election.
- d. A tax authorized by an election held prior to the effective date of the city code may be continued until eliminated by the council, or by petition and election.

***362.4 Petition of eligible electors.**

If a petition of the voters is authorized by the city code, the petition is valid if signed by eligible electors of the city equal in number to ten percent of the persons who voted at the last preceding regular city election, but not less than ten persons, unless otherwise provided by state law. The petition shall include the signatures of the petitioners, a statement of their place of residence, and the date on which they signed the petition. The petition shall be examined before it is accepted for filing. If the petition appears valid on its face it shall be accepted for filing. If it lacks the required number of signatures it shall be returned to the petitioner. Petitions which have been accepted for filing are valid unless written objections are filed with the city clerk within five working days after the petition is received. The objection process in section 44.8 shall be followed. [C75, 77, 79, 81, §362.4] 89 Acts, ch 136, §70; 94 Acts, ch 1180, §51 Referred to in §28E.17, §37.2, §43.112, §44.8, §330.17, §364.2, §364.4, §368.3, §372.4, §372.6, §372.11, §372.13, §376.2, §384.7, §384.12,

Kay Cmelik

From: Nellesen, Ted [IDOM] <Ted.Nellesen@iowa.gov>
Sent: Tuesday, January 12, 2016 12:41 PM
To: Kay Cmelik
Subject: RE: 384.12 additional taxes

2

Kay –

I too read that as only allowed at regular City elections. Most of the 384.12 levies are only allowed to be voted on at regular city elections. If you do not already have a memorial building and are looking to build one, please also remember to review the referendum requirements under Iowa Code 37.1 to 37.8.

Regards,

Ted J. Nellesen
Department of Management
State of Iowa
Capitol Building, Room 13
Des Moines, IA 50319
ted.nellesen@iowa.gov
515-281-3705

From: Kay Cmelik [mailto:KCmelik@grinnelliowa.gov]
Sent: Tuesday, January 12, 2016 12:33 PM
To: Nellesen, Ted [IDOM]
Subject: 384.12 additional taxes

1

Ted,

When can the election be held on a memorial levy? I read it as the next regular city election, is that correct? Or can it be a special?

384.12 Additional taxes

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384.1, and which are in addition to any other moneys the city may wish to spend for such purposes, as follows:

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1.

Requirements for a special election on requested levy:

- a. Upon receipt of a petition valid under the provisions of section *362.4 (see below), the council shall submit to the voters at the **next regular city election** the question of whether a tax shall be levied.
- b. If a majority approves the levy, it may be imposed.

- c. The levy can be eliminated by the same procedure of petition and election.
- d. A tax authorized by an election held prior to the effective date of the city code may be continued until eliminated by the council, or by petition and election.

-Kay

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Kay Cmelik

From: Diana Dawley <ddawley@poweshiekcounty.org>
Sent: Tuesday, January 12, 2016 1:59 PM
To: Kay Cmelik
Subject: RE: Petition for special election

2

Kay,

The number needed would be 67 signatures. There were 667 people who voted in the last City Election.

I agree it says the Election would not be held until the next regular City election, which would be November 2017.

Diana

From: Kay Cmelik [mailto:KCmelik@grinnelliowa.gov]
Sent: Tuesday, January 12, 2016 11:32 AM
To: Diana Dawley
Subject: Petition for special election

1

Diana,

What is the number needed for a special election (Memorial Building)? 10% of the last election

384.12 Additional taxes

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384.1, and which are in addition to any other moneys the city may wish to spend for such purposes, as follows:

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1. ***The amount generated based on this FY 2016's taxable valuation at the full levy amount of .81 per thousand is \$209,545.**

Requirements for a special election on requested levy:

- a. Upon receipt of a petition valid under the provisions of section *362.4 (see below), the council shall submit to **the voters at the next regular city election** the question of whether a tax shall be levied.
- b. If a majority approves the levy, it may be imposed.
- c. The levy can be eliminated by the same procedure of petition and election.
- d. A tax authorized by an election held prior to the effective date of the city code may be continued until eliminated by the council, or by petition and election.

Also do you read that this has to be at the next regular city election which would be November?

-Kay

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Kay Cmelik

From: Kay Cmelik
Sent: Tuesday, January 12, 2016 5:58 PM
To: Brenda Bortell; Chad Rose ; Teresa McCall; Cody Hotchkin
Subject: Voted Levy
Attachments: Special Election for Veterans Levy -.pdf

Importance: High

Good Afternoon,

Thank you for coming to our finance committee budget meeting this morning. The finance committee will consider your funding request as they work through the budget as a whole.

This morning Teresa mentioned the Commission is planning on a levy vote in June, 2017. After hearing the date I wanted to confirm whether June was an eligible special election date so I went to the original document I had provided to Mike Olson and Teresa McCall in August 2015 which is attached. My intent was to ensure what requirements and procedures were necessary to make this happen i.e. signatures needed for a petition etc. First I found the dates for the special elections for 2016 are March, May, August and November. Then I proceeded to read the other requirements of 384.12 additional taxes. That is when I saw the language that I have since highlighted in the attached document. It states the council shall submit to the voters at the next **regular city election** the question of whether a tax shall be levied. What this means is the voted tax levy cannot be placed on a ballot until the next regular city election which is November, 2017.

I immediately contacted Ted Nellesen of the Iowa Department of Management and County Auditor/Commissioner of Elections Diana Dawley to confirm when a voted levy can be voted on. They both concur it is the next regular city election which is November 2017. I sincerely apologize for providing you the special election date options.

If you have any questions regarding the information I am providing you, please feel free to contact Diana Dawley at your convenience.

-Kay

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corrected

1-12-16

City Memorial Tax Levy

384.1 Taxes certified.

A city may certify taxes to be levied by the county on all taxable property within the city limits, for all city government purposes. However, the tax levied by a city on tracts of land and improvements thereon used and assessed for agricultural or horticultural purposes, shall not exceed three dollars and three-eighths cents per thousand dollars of assessed value in any year. Improvements located on such tracts of land and not used for agricultural or horticultural purposes and all residential dwellings are subject to the same rate of tax levied by the city on all other taxable property within the city. A city's tax levy for the general fund shall not exceed eight dollars and ten cents per thousand dollars of taxable value in any tax year, except for the levies authorized in section 384.12. [C97, §616, 890; S13, §616; C24, 27, 31, 35, 39, §6210; C46, 50, §404.4; C54, 58, 62, 66, 71, 73, §404.1, 404.2, 404.15; C75, 77, 79, 81, §384.1] 89 Acts, ch 296, §39 Referred to in §331.263, §357B.8, §357J.15, §373.10, §384.12, §386.8, §386

384.12 Additional taxes

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384.1, and which are in addition to any other moneys the city may wish to spend for such purposes, as follows:

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument, subject to the provisions of subsection 1.
3. Requirements for a voted city levy:
 - a. Upon receipt of a petition valid under the provisions of section *362.4 (see below), the council shall submit to the **voters at the next regular city election the question of whether a tax shall be levied. *67 signatures needed for 2017.**
 - b. If a majority approves the levy, it may be imposed.
 - c. The levy can be eliminated by the same procedure of petition and election.
 - d. A tax authorized by an election held prior to the effective date of the city code may be continued until eliminated by the council, or by petition and election.

*362.4 Petition of eligible electors.

If a petition of the voters is authorized by the city code, the petition is valid if signed by eligible electors of the city equal in number to ten percent of the persons who voted at the last preceding regular city election, but not less than ten persons, unless otherwise provided by state law. The petition shall include the signatures of the petitioners, a statement of their place

of residence, and the date on which they signed the petition. The petition shall be examined before it is accepted for filing. If the petition appears valid on its face it shall be accepted for filing. If it lacks the required number of signatures it shall be returned to the petitioner. Petitions which have been accepted for filing are valid unless written objections are filed with the city clerk within five working days after the petition is received. The objection process in section 44.8 shall be followed. [C75, 77, 79, 81, §362.4] 89 Acts, ch 136, §70; 94 Acts, ch 1180, §51 Referred to in §28E.17, §37.2, §43.112, §44.8, §330.17, §364.2, §364.4, §368.3, §372.4, §372.6, §372.11, §372.13, §376.2, §384.7, §384.12,

Kay Cmelik

From: Kay Cmelik
Sent: Thursday, June 02, 2016 3:24 PM
To: Diana Dawley
Subject: Memorial Building Levy

Importance: High

Diana,

I talked to Wes at the Secretary of State regarding the Memorial Building levy. I have again been told that the election must be held during a regular city election.

The item that governs it is the subsection 1. Can you please review the same so that we are not providing mixed signals to anyone. It is a highly contentious matter and we do not need anything else to fuel the negativity. Thank you.

384.12 Additional taxes.

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384.12 any other moneys the city may wish to spend for such purposes, as follows:

1. A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value for the support groups, one or more organizations which have tax-exempt status under section 501(c)(3) of the Internal Revenue Code, organized and operated exclusively for artistic and cultural purposes, or any of these purposes, subject to the following:

a. Upon receipt of a petition valid under the provisions of section 362.4, the council shall submit to the voters at the next election the question of whether a tax shall be levied.

b. If a majority approves the levy, it may be imposed.

c. The levy can be eliminated by the same procedure of petition and election.

d. A tax authorized by an election held prior to the effective date of the city code may be continued until the next election by petition and election.

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, maintenance, repair, or replacement of a public building or monument, subject to the provisions of subsection 1.

P. Kay Cmelik, CPM, MMC
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641-236-2626 Fax
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www.grinnelliowa.gov



Kay Cmelik

From: Diana Dawley <ddawley@poweshiekcounty.org>
Sent: Thursday, June 02, 2016 3:49 PM
To: Kay Cmelik
Subject: FW: Election date

2

Kay,

I know we had discussed that previously, but I thought I should check
With the Secretary of State and this is the answer I received from Dawn
Williams.

Diana

From: Williams, Dawn [SOS] [mailto:Dawn.Williams@sos.iowa.gov]
Sent: Wednesday, March 16, 2016 9:17 AM
To: Diana Dawley
Subject: Election date

Hi Diana, Eric and I have both had a chance to look at this and if a public measure election were to be held for the purpose of approving a levy for a memorial building pursuant to 384.12(2), the election shall be held on the first Tuesday in March pursuant to 384.12(19)(a). Let me know if you have additional questions. D.

Dawn Williams

Director of Elections

Office of Iowa Secretary of State Paul D. Pate

(515) 281-0145

dawn.williams@sos.iowa.gov



sos.iowa.gov

SERVICE · PARTICIPATION · INTEGRITY



Kay Cmelik

From: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>
Sent: Friday, June 03, 2016 4:21 PM
To: Kay Cmelik; Gookin, Eric [SOS]; ddawley@poweshiekcounty.org
Subject: RE: Election date

Thank you Kay and Diana for your prompt responses. Eric and I will delve into this further at our earliest opportunity, however with the Primary Election just 4 days away we may not be able to respond until after the Primary.

Regards,

Dawn Williams

Director of Elections

Office of Iowa Secretary of State Paul D. Pate

(515) 281-0145

dawn.williams@sos.iowa.gov



sos.iowa.gov

SERVICE • PARTICIPATION • INTEGRITY



From: Kay Cmelik [mailto:KCmelik@grinnelliowa.gov]
Sent: Friday, June 3, 2016 4:16 PM
To: Gookin, Eric [SOS] <Eric.Gookin@sos.iowa.gov>; Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>; ddawley@poweshiekcounty.org
Subject: RE: Election date

Hi Eric,

Yes, I believe it is Section 362.4 petition. It is additional taxes 384.12. I highlighted the levy they wish to petition for. I copied the information below from our city budget forms help section for your use.

ADDITIONAL TAXES 384.12:

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384 any other moneys the city may wish to spend for such purposes, as follows:

1. A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value for the support of groups, one or more organizations which have tax-exempt status under section 501(c)(3) of the Internal Revenue Code, organized and operated exclusively for artistic and cultural purposes, or any of these purposes, subject to

a. Upon receipt of a petition valid under the provisions of section 362.4, the council shall submit to the voters at the next election the question of whether a tax shall be levied.

b. If a majority approves the levy, it may be imposed.

c. The levy can be eliminated by the same procedure of petition and election.

d. A tax authorized by an election held prior to the effective date of the city code may be continued until el petition and election.

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operatio memorial building or monument, subject to the provisions of subsection 1.

P. Kay Cmelik, CPM, MMC
City of Grinnell
City Clerk/Finance Director
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Grinnell, IA 50112
641-236-2601
641-260-0193 (mobile)
641-236-2626 Fax
KCmelik@grinnelliowa.gov
www.grinnelliowa.gov



From: Gookin, Eric [SOS] [<mailto:Eric.Gookin@sos.iowa.gov>]
Sent: Friday, June 03, 2016 12:03 PM
To: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>; Kay Cmelik <KCmelik@grinnelliowa.gov>; ddawley@poweshiekcounty.org
Subject: RE: Election date

Kay or Diana,
Can one of you remind me: was this a petition under 362.4, and what is the proposed levy rate?

Eric R. Gookin

Legal Counsel
(AT0012682)

Office of Iowa Secretary of State Paul D. Pate
(515) 281-0145
Eric.Gookin@sos.iowa.gov



sos.iowa.gov

SERVICE · PARTICIPATION · INTEGRITY



From: Williams, Dawn [SOS]
Sent: Friday, June 3, 2016 11:47 AM
To: Gookin, Eric [SOS] <Eric.Gookin@sos.iowa.gov>
Subject: RE: Election date

Good morning Kay. My staff will discuss

Dawn Williams

Director of Elections

Office of Iowa Secretary of State Paul D. Pate

(515) 281-0145

dawn.williams@sos.iowa.gov



sos.iowa.gov

SERVICE • PARTICIPATION • INTEGRITY



From: Kay Cmelik [<mailto:KCmelik@grinnelliowa.gov>]
Sent: Thursday, June 2, 2016 3:52 PM
To: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>
Cc: Diana Dawley <ddawley@poweshiekcounty.org>
Subject: RE: Election date

Dawn,

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From: Diana Dawley [<mailto:ddawley@poweshiekcounty.org>]
Sent: Thursday, June 02, 2016 3:49 PM
To: Kay Cmelik <Kcmelik@grinnelliowa.gov>
Subject: FW: Election date

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From: Williams, Dawn [SOS] [<mailto:Dawn.Williams@sos.iowa.gov>]
Sent: Wednesday, March 16, 2016 9:17 AM
To: Diana Dawley
Subject: Election date

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Kay Cmelik

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To: Williams, Dawn [SOS]; Kay Cmelik; ddawley@poweshiekcounty.org
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Subject: RE: Election date

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Sent: Thursday, June 2, 2016 3:52 PM
To: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>

Cc: Diana Dawley <ddawley@poweshiekcounty.org>

Subject: RE: Election date

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From: Diana Dawley [<mailto:ddawley@poweshiekcounty.org>]

Sent: Thursday, June 02, 2016 3:49 PM

To: Kay Cmelik <KCmelik@grinnelliowa.gov>

Subject: FW: Election date

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Sent: Wednesday, March 16, 2016 9:17 AM

To: Diana Dawley

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dawn.williams@sos.iowa.gov



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Kay Cmelik

From: Kay Cmelik
Sent: Tuesday, June 14, 2016 6:09 PM
To: Gookin, Eric [SOS]; 'Williams, Dawn [SOS]'
Cc: Diana Dawley
Subject: Election Date
Attachments: Validated Petition for special election voted levy.pdf

Hi Eric and Dawn,

Now that the primary election is over. When will it be possible for us to receive a confirmed election date for the voted levy in the near future? We would like to get this item addressed as soon as possible so everyone is moving in the right direction. I have attached the petition for your viewing. Do I have to be concerned on the turnaround for the council acting on the petition? Any assistance would be greatly appreciated.

Thank you and I look forward to hearing from you.

-Kay

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KCmelik@grinnelliowa.gov
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Kay Cmelik

From: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>
Sent: Wednesday, June 22, 2016 9:40 AM
To: Kay Cmelik; ddawley@poweshiekcounty.org
Cc: Olson, Carol [SOS]; Gookin, Eric [SOS]
Subject: RE: Election date

Good morning Kay and Diana.

Thanks for your patience in waiting until after the Primary for an answer to your questions about scheduling a public measure to levy a tax pursuant to 384.12(2). After additional review we have determined that the **next regular city election** (November 7, 2017) is the correct date to submit a tax not to exceed 81 cents per thousand dollars of assessed value for development, operation, and maintenance of a memorial building or monument.

Kay,

I had originally looked at the levy limit component of the statute incorrectly and appreciate that you questioned the information that I originally provided. This teaching moment will allow me to provide better information in the future.

Regards,

Dawn Williams

Director of Elections

Office of Iowa Secretary of State Paul D. Pate

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dawn.williams@sos.iowa.gov



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SERVICE · PARTICIPATION · INTEGRITY



From: Kay Cmelik [mailto:KCmelik@grinnelliowa.gov]
Sent: Friday, June 3, 2016 4:25 PM
To: Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>; Gookin, Eric [SOS] <Eric.Gookin@sos.iowa.gov>; ddawley@poweshiekcounty.org
Subject: RE: Election date

We understand. Thank you very much for your assistance in this matter.

-Kay

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From: Williams, Dawn [SOS] [<mailto:Dawn.Williams@sos.iowa.gov>]
Sent: Friday, June 03, 2016 4:21 PM
To: Kay Cmelik <KCMelik@grinnelliowa.gov>; Gookin, Eric [SOS] <Eric.Gookin@sos.iowa.gov>;
ddawley@poweshiekcounty.org
Subject: RE: Election date

Thank you Kay and Diana for your prompt responses. Eric and I will delve into this further at our earliest opportunity, however with the Primary Election just 4 days away we may not be able to respond until after the Primary.

Regards,

Dawn Williams

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Office of Iowa Secretary of State Paul D. Pate
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dawn.williams@sos.iowa.gov



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SERVICE · PARTICIPATION · INTEGRITY



From: Kay Cmelik [<mailto:KCMelik@grinnelliowa.gov>]
Sent: Friday, June 3, 2016 4:16 PM
To: Gookin, Eric [SOS] <Eric.Gookin@sos.iowa.gov>; Williams, Dawn [SOS] <Dawn.Williams@sos.iowa.gov>;
ddawley@poweshiekcounty.org
Subject: RE: Election date

Hi Eric,

Yes, I believe it is Section 362.4 petition. It is additional taxes 384.12. I highlighted the levy they wish to petition for. I copied the information below from our city budget forms help section for your use.

ADDITIONAL TAXES 384.12:

A city may certify, for the general fund levy, taxes which are not subject to the limit provided in section 384 any other moneys the city may wish to spend for such purposes, as follows:

1. A tax not to exceed thirteen and one-half cents per thousand dollars of assessed value for the support of groups, one or more organizations which have tax-exempt status under section 501(c)(3) of the Internal Revenue Code, organized and operated exclusively for artistic and cultural purposes, or any of these purposes, subject to

a. Upon receipt of a petition valid under the provisions of section 362.4, the council shall submit to the voters at the next election the question of whether a tax shall be levied.

b. If a majority approves the levy, it may be imposed.

c. The levy can be eliminated by the same procedure of petition and election.

d. A tax authorized by an election held prior to the effective date of the city code may be continued until the next petition and election.

2. A tax not to exceed eighty-one cents per thousand dollars of assessed value for development, operation, maintenance of a memorial building or monument, subject to the provisions of subsection 1.

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**Grinnell FINANCE COMMITTEE Meeting
TUESDAY, JULY 5, 2016 AT 7:00 A.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: Wray, White, Hansen

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Grinnell Athletic and Recreation Center (See Resolution No. 2016-121).
2. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Family Center (See Resolution No. 2016-122).
3. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Grinnell Newburg School District for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Resolution No. 2016-123).
4. Consider resolution approving the assignment and authorizing the execution of an Assignment and Assumption Agreement to provide the consent of the city (See Resolution No. 2016-124).
5. Consider resolution appointing paying agent, bond registrar, and transfer agent, approving the paying agent and bond registrar and transfer agent agreement and authorizing the execution of the Agreement (See Resolution No. 2016-125).
6. Consider resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate (Resolution No. 2016-126).

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2016-121

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR GRINNELL ATHLETIC AND RECREATION CENTER

WHEREAS, the City of Grinnell has decided that to lease the Grinnell Athletic and Recreation Center is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____ seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Grinnell Athletic and Recreation Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2016 to June 30, 2017 for the amount of \$3,302 per month with no maintenance fee, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city.

PASSED AND APPROVED THIS 5th DAY OF July, 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



**GRINNELL ATHLETIC AND RECREATION CENTER
(GARC)**

**Lease Agreement 2016 - 2017
City of Grinnell**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while partnering with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT, is made and entered into this ____ day of _____, 2016, by Ahrens Park Foundation, an Iowa nonprofit corporation, (“Landlord”) whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, Iowa and The City of Grinnell, Iowa, a municipal corporation (“Tenant”) whose address for the purpose of this lease is 927 4th Avenue, Grinnell, Iowa.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Grinnell Athletic and Recreation Center, located at 1500 Penrose Street, Grinnell, Iowa, which is currently utilized by Tenant (the “Premises”), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of twelve months, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2016, and ending at midnight on the last day of the lease term, which shall be on June 30, 2017, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

Tenant agrees to conduct periodic safety reviews of the Premises in conjunction with Landlord, at Landlord’s request, during the terms of this lease.

This Lease shall be in substitution for that certain existing lease between Landlord and Tenant, for these same premises, which existing lease shall terminate, and be of no further force or effect, as of the commencement date of this Lease.

2. **RENTAL.** Tenant agrees to pay to Landlord as rental for said term, \$ 3,302 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises only as a recreational facility open to the public on a fee basis for reasonable and traditional recreational uses.

Tenant may sublease the Premises for non-recreative social functions to nonprofit organizations, civic or community-related projects and/or events. Tenant agrees to sublease Premises to IPRA (Iowa Parks & Recreation Association) for the use of athletic events. Tenant may sublease Premises to other nonprofit organizations or community-related projects if scheduling allows. Subleases are to be used for the use of Premises for an organization's ongoing program or several scheduled events. Tenant will seek prior approval with Landlord prior to entering into subleases with other potential users of Premises. Landlord will provide Tenant with drafts of all sublease contracts for Tenant's preapproval prior to obtaining signatures. Tenant agrees to share 50% of all sublease revenues with Landlord.

Tenant may allow other nonprofit organizations, civic, or community projects the use of Premises for events if scheduling allows. Tenant may also allow for-profit entities the use of Premises for events if scheduling allows as long as it doesn't conflict with other potential nonprofit organization's events. Event contracts are to be used for the use of Premises for an organization's or for-profit's one-time event. Tenant will seek prior approval with Landlord prior to entering into event contracts with other potential users of Premises. Tenant agrees to share 50% of all event contract revenues with Landlord and provide Landlord copies of all event contracts.

OCTOBER THROUGH JUNE

Use of Premises by Tenant will be Monday through Sunday from 7:00 a.m. to closing the Premises for the night, which generally shall be no later than 10:00 p.m.

During the term of this lease, and subject to other uses and priorities of Landlord, use by the Tenant shall be at Landlord's discretion only and shall be subject to additional charges to be agreed upon by the parties.

Tenant agrees to close Premises one week in the fall and one week in the spring, if needed by Landlord, for cleaning and/or other repairs and maintenance of the Premises.

LANDLORD'S DUTIES:

(a) Landlord shall not provide any necessary monitors for Tenant's use. Tenant, at its cost, will provide all necessary monitors for Tenant's use during Tenant's regularly scheduled Recreation Program. The duties of such monitors shall be as follows: collection of revenue, checking passes, and overall general supervision of activities during the regularly scheduled Recreation

Program. Tenant's monitors shall have the right to exercise reasonable control over program participants in order to preserve orderly and safe Premises usage and to protect property.

(b) At reasonable intervals, Landlord will provide necessary general janitorial services, snow removal and landscaping to the Premises and its contiguous lawns, parking areas, driveways and sidewalks, except that Tenant shall provide necessary clean up for its own programs and usages as more fully set out below.

(c) Landlord will care for and maintain the Premises including sewer, plumbing, water pipes, electrical wiring, heating and air conditioning systems, driveways and walkways in a reasonably safe and serviceable condition.

(d) Landlord will provide and pay all utilities for the leased Premises. Landlord will provide and pay all phone and internet services for the leased Premises. Landlord's administrative staff will provide backup phone management during Landlord's administrative open hours to the public. Tenant will have access to Landlord's meeting and conference rooms located next door at Landlord's administrative offices, scheduling permitted. Landlord will accommodate the lobby area of Premises to create a public reception area, as needed and within reason, by Tenant prior to the commencement of this lease.

(e) Landlord will make available to Tenant a lockable storage area for Tenant's sole use in the 20 x 40 storage room.

(f) Landlord shall sweep and mop the floor of the main building as necessary and shall pick up debris and other hazards in and around the main building after regular use by Tenant except as stated in (a) below.

TENANT'S DUTIES:

(a) When Tenant permits other groups, entities or persons who are not participants in Tenant's regular Recreation Program to use the Premises during Tenant's permitted usage period, or if Tenant sponsors, facilitates, arranges for or otherwise coordinates usage of the Premises by such outside groups, entities or persons at any time, including but not limited to tournaments on weekends, then Tenant shall be responsible for all monitoring and oversight referred to in subparagraph (a) of "Landlord's Duties" and the clean up referred to in subparagraph (f) of "Landlord's Duties". If such clean up is not done by such group, entity or person, then Tenant shall itself do such clean up.

(b) At the end of every event that Tenant subleases, sponsors, facilitates, arranges for, or for which the Tenant otherwise coordinates the usage of the Premises, Tenant shall insure that all chairs, tables and equipment are returned to their proper place at the end of the event; that all trash and debris is removed and placed in the dumpster in the west parking lot; that all the exits are locked and checked; and that all the lights are shut off, if appropriate.

(c) If Tenant does not perform its duties under this section and, as a result, Landlord must perform some of the tasks allocated to Tenant in this section, then Tenant shall reimburse

Landlord at the rate of \$25 per person per hour.

(d) Tenant shall have the right to use office space in the two designated office rooms at the Premises as permanent office space. Tenant shall have the right to use the lobby area at the Premises as permanent public reception space.

(e) No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said Premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the Premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Other repairs shall be performed and paid for by Tenant.

D. Landlord shall be responsible for maintenance of all common areas under Landlord's control.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

7. **UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for as set forth above under "Landlord's Duties".

8. **TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.**

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition as they were in at the commencement of this Lease, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

(d) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire premises without the

Landlord's written permission shall, at the option of the Landlord, make the Lease immediately terminable. Such written permission shall be in Landlord's reasonable discretion.

10. REAL ESTATE TAXES.

A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease shall be paid by Landlord.

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

C. **SPECIAL ASSESSMENTS.** Installments of special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by Landlord.

D. Each party reserves its right of protest of any assessment of taxes.

11. INSURANCE.

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing any act which would invalidate any insurance or increase the insurance rates in force on the premises.

12. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY. Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs,

damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. FIRE AND CASUALTY.

(a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, Landlord shall be entitled to retain, as its own property, the entire award payable. Tenant shall only be entitled to take such portion of said award as is expressly payable to Tenant for its personal property, leasehold improvements or relocation/moving expenses.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other

remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

18. SIGNS.

(a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

20. **LANDLORD'S DEFAULT AND TENANT REMEDIES.** In the event of Landlord's failure to observe or perform any duties, obligations, agreements or conditions imposed on Landlord pursuant to the terms of this Lease, Tenant shall give Landlord a written notice specifying the failure and giving Landlord thirty (30) days in which to correct the failure. If there is a failure (other than non-payment of a monetary obligation of Landlord) that cannot be remedied in thirty (30) days by diligent efforts of Landlord, Landlord may propose an additional period of time in which to remedy the failure. Consent to additional time shall not be unreasonably withheld by Tenant. In the event Landlord has not remedied a failure in a timely manner, Tenant may proceed with all available remedies at law or equity, including but not limited to withholding rental and other payments and terminating this Lease.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation,

storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result

from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

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

28. OTHER LEASE. The parties acknowledge and agree that they have entered into other leases for the Tenant's use of the Ahrens Family Center, and the Ahrens Park Foundation's youth soccer fields.

Executed in duplicate as of the date first set forth above.

CITY OF GRINNELL

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of City of Grinnell

Date: _____

Address: _____

Phone: _____

AHRENS PARK FOUNDATION

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518

RESOLUTION NO. 2016-122

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR AHRENS FAMILY CENTER

WHEREAS, the City of Grinnell has decided that to lease the Ahrens Family Center is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member _____, seconded by Council Member _____, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to lease the Ahrens Family Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2016 to June 30, 2017 for the amount of \$410 per month, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city.

PASSED AND APPROVED THIS 5th day of July 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



AHRENS FAMILY CENTER
Lease Agreement 2016 - 2017
City of Grinnell

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while partnering with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT, is made and entered into this ____ day of _____, 2016, by Ahrens Park Foundation, an Iowa non-profit corporation, ("Landlord") whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, IA 50112 and The City of Grinnell, Iowa, a municipal corporation ("Tenant") whose address for the purpose of this lease is 927 4th Avenue, Grinnell, IA 50112.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Ahrens Family Center, located at 1436 Penrose Street, Grinnell, Iowa which is currently utilized by Tenant (the "Premises"), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of one year, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2016, and ending at midnight on the last day of the lease term, which shall be on June 30, 2017, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

This Lease shall be in substitution for that certain existing lease between Landlord and Tenant, for these same premises, which existing lease shall terminate, and be of no further force or effect, as of the commencement date of this Lease.

Landlord leases to Tenant the following real estate:

North One-half of Ahrens Family Center, including use of gymnasium, swimming pool, restrooms, and kitchen facility.

Tenant agrees to conduct periodic safety reviews of the Premises in conjunction with Landlord, at Landlord's request, during the terms of this lease. Tenant also agrees to conduct routine swimming pool inspections to assure proper and safe levels of chemicals in the swimming pool.

2. **RENTAL.** Tenant agrees to pay to Landlord as rental for said term, \$410 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1st day of each month thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as Landlord may, from time to time, designate in writing. Delinquent payments shall draw interest at 10 % per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises only as a recreational facility open to the public on a rental basis for reasonable and traditional recreational uses. Tenant may use or sublease the Premises for non-recreative social functions, including but not limited to private parties, receptions or other social, non-athletic gatherings.

Use during July 1st, 2016 through June 30th, 2017 shall be as stated below:

(a) Monday through Friday from 5:30 p.m. to closing for the night, which closing time shall be at the reasonable discretion of Tenant but which generally shall be no later than 10:00 p.m. and routinely should be earlier; and

(b) Saturdays and Sundays all day. "All day" shall be defined to mean at whatever time Tenant wishes to open in the morning and closing shall be at the reasonable discretion of Tenant.

LANDLORD'S DUTIES:

(a) At reasonable intervals, Landlord will provide necessary general janitorial services, snow removal and landscaping to the Premises and its contiguous lawns, parking areas, driveways and sidewalks, except that Tenant shall provide necessary clean up for its own programs and usages as more fully set out below.

(b) Landlord will care for and maintain the premises including sewer, plumbing, water pipes, electrical wiring, heating and air conditioning systems, driveways and walkways in a reasonably safe and serviceable condition.

(c) Landlord will pay the utilities for the leased premises. Tenant will be provided access to a phone for local calls but shall not be permitted to make long distance calls except upon prior approval.

(d) Landlord shall sweep and mop the floor as necessary and shall pick up debris and other hazards in and around the Premises after regular use by tenant.

(e) Landlord shall supply toiletries for the restrooms.

TENANT'S DUTIES:

(a) At the end of usage that the Tenant facilitates, arranges for, or for which the Tenant otherwise coordinates the usage of the Facility, Tenant shall insure that all chairs, tables and equipment are returned to their proper place at the end of the rental period; that the kitchen facility is cleaned; that all trash and debris is removed and placed in the dumpster in the west parking lot; that all the exits are locked and checked; and that all the lights are shut off, if appropriate.

(b) If Tenant does not perform its duties under this paragraph and, as a result, Landlord must perform some of the tasks allocated to Tenant in this paragraph, then Tenant shall reimburse Landlord at the rate of \$20 per person per hour.

(c) Tenant shall maintain the swimming pool, on average daily, by a certified pool operator.

(d) Tenant shall provide lifeguards and or pool monitors while the swimming pool is in use, at all times.

No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said Premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITIONS OF PREMISES

A. Tenant takes the Premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof and all sewers, pipes, wiring and electrical fixtures outside of the structure.

C. Other repairs shall be performed and paid for by Tenant.

D. Landlord shall be responsible for maintenance of all common areas under Landlord's control.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items.

H. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

7. **UTILITIES AND SERVICES.** Utilities and services shall be furnished and paid for as set forth above under "Landlord's Duties".

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM -- REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **SURRENDER.** Tenant agrees that upon termination of this lease it will surrender and deliver the premises in good and clean condition as they were in at the commencement of this Lease, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(c) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement

by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of the lease.

(d) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the Premises, providing Tenant repairs any and all damages caused by removal.

9. ASSIGNMENT AND SUBLETTING. Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire premises without the Landlord's written permission shall, at the option of the Landlord, make the Lease immediately terminable. Such written permission shall be in Landlord's reasonable discretion.

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A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease, shall be paid by Landlord.

B. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

C. **SPECIAL ASSESSMENTS.** Installments of special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by Landlord.

D. Each party reserves its right of protest of any assessment of taxes.

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A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$ 1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing any act which would invalidate any

insurance, or increase the insurance rates in force on the premises.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. **FIRE AND CASUALTY.**

(a) **PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 120 days, this Lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 30 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

15. CONDEMNATION.

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, Landlord shall be entitled to retain, as its own property, the entire award payable. Tenant shall only be entitled to take such portion of said award as is expressly payable to Tenant for its personal property, leasehold improvements or relocation/moving expenses.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in paragraph (a) above.

16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days.
4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by the Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting.

2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give the Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.

If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

18. **SIGNS.** (a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

(b) Landlord during the last ninety (90) days of this lease, or extension, shall have the right to maintain in the windows or on the building or on the premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the premises.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish

or agree to furnish any such material, service or labor.

20. LANDLORD'S DEFAULT AND TENANT REMEDIES. In the event of Landlord's failure to observe or perform any duties, obligations, agreements or conditions imposed on Landlord pursuant to the terms of this Lease, Tenant shall give Landlord a written notice specifying the failure and giving Landlord thirty (30) days in which to correct the failure. If there is a failure (other than non-payment of a monetary obligation of Landlord) that cannot be remedied in thirty (30) days by diligent efforts of Landlord, Landlord may propose an additional period of time in which to remedy the failure. Consent to additional time shall not be unreasonably withheld by Tenant. In the event Landlord has not remedied a failure in a timely manner, Tenant may proceed with all available remedies at law or equity, including but not limited to withholding rental and other payments and terminating this Lease.

21. ENVIRONMENTAL.

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other

method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

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

28. OTHER LEASE. The parties acknowledge and agree that they have entered into other leases for the Tenant's use of the Grinnell Athletic and Recreation Center, and the youth soccer fields and concession stand.

Executed in duplicate as of the date first set forth above.

CITY OF GRINNELL

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of City of Grinnell

Date: _____

Address: _____

Phone: _____

AHRENS PARK FOUNDATION

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518

RESOLUTION NO. 2016-123

A RESOLUTION AUTHORIZING A SUB-LEASE AGREEMENT BETWEEN THE CITY OF GRINNELL AND GRINNELL NEWBURG SCHOOL DISTRICT FOR THE AHRENS SOCCER FACILITY AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE SAME

WHEREAS, the City of Grinnell has decided that to sub-lease the Ahrens Soccer Facility is in the city's best interest; and

NOW, THEREFORE, upon the motion duly made by Council Member Wray seconded by Council Member Hansen, and properly carried it is hereby RESOLVED:

1. That the city of Grinnell agrees to sub-lease the Ahrens Soccer Facility to Grinnell Newburg School District which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation for the amount of \$1,950.00 due and payable by April 1, 2017; and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the sub- lease agreement; and
3. That the sub-lease agreement is effective from April 1, 2017 to May 31, 2017; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the sub-lease agreement on behalf of the city with Grinnell Newburg School District and the Ahrens Park Foundation for the Ahrens Soccer Facility.

PASSED AND APPROVED THIS 5th day of July, 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
Sub-Lease Agreement, Spring 2017
Grinnell-Newburg School District**

The Ahrens Park Foundation is dedicated to providing first class recreational and athletic facilities while collaborating with wellness, educational and recreational programs and organizations for the greater good of the community of Grinnell.

THIS LEASE AGREEMENT is made and entered into this 1st day of July, 2016, by the City of Grinnell, (hereafter City) whose address for the purpose of this lease is 927 4th Avenue, Grinnell, Iowa and Grinnell-Newburg School District, an Iowa nonprofit corporation/nonprofit limited liability company, (hereafter Sub-Tenant) whose address for the purpose of this lease is 927 4th Avenue, Grinnell, Iowa. The parties agree that:

1. **PREMISES AND TERM.** The City leases to the Sub-Tenant according to the terms of this lease the Ahrens soccer facility (hereafter Premises) which is owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on April 1, 2017 to May 31, 2017 upon the condition that the Sub-Tenant performs as set out in this lease. This agreement does not include the use of the Ahrens concession stand, located southeast of Premises. All scheduling and use of the Premises by Sub-Tenant must meet prior approval from City, subject to City's soccer schedule and discretion.

2. **RENTAL.** Sub-Tenant agrees to pay to Foundation as rental for said Term, \$1,950 for the entire term of this agreement and payable in full to Foundation on or by April 1, 2017. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

3. **USE OF PREMISES.**

A. Sub-Tenant agrees to use the Premises only for the purpose(s) of youth soccer (hereafter Event).

B. Sub-Tenant shall not assign or sublease the Premises.

C. Sub-Tenant is not a for-profit entity and will not engage in or allow any for profit activity on the premises for the Term.

D. Sub-Tenant will follow and implement the Foundation's Emergency Weather Response Plan, provided in Exhibit A, during the terms of this agreement.

4. **CLEAN UP/DAMAGES.**

A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way they Sub-Tenant agrees to indemnify and hold the City and Foundation harmless therefore. Sub-Tenant will be responsible for cleaning up after the event and returning the Premises to the condition it was in before the start of the Lease Term, subject only to normal wear and tear. If Sub-Tenant does not do so the City will notify Sub-Tenant; Sub-Tenant will be given an opportunity to do the cleaning by a certain time. But if the Premises are not cleaned up by the set time, the City will employ the Foundation to return the premises to the condition they were before the Term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises without the prior written consent of the City and Foundation.

B. Sub-Tenant will do the following:

In case of an emergency, such as field maintenance matters – call Shane Gosselink at (641)990-0171. For any other emergency call Kelly Rose at (641)990-1606. Of course dial 911 first for emergencies involving police, fire, and/or ambulance.

C. Foundation will do the following:

Foundation will provide all general field maintenance necessary for the above usage, including the marking of field paint, use of irrigation system, and mowing.

5. INFLATABLES. Sub-Tenant will not have any “inflatables” (games, cages, or other things that can be inflated and/or upon which children or adults can stand, bounce, or play). An inflatable item may be used if it does not allow humans to stand on it and if it is specifically approved in advance by the City and Foundation.

6. INSURANCE.

A. PROPERTY INSURANCE. City and Sub-Tenant agree to insure their respective property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage). Sub-Tenant shall waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Sub-Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. **This policy shall be endorsed to include the City and the Foundation as an additional insured.**

C. CERTIFICATES OF INSURANCE. Prior to the time the lease takes effect, **the Sub-Tenant will provide the City and Foundation** with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the City and Foundation. A renewal certificate shall be provided prior to expiration of the then current policies.

7. INDEMNITY. Sub-Tenant agrees to assume the entire responsibility and liability for damages and injuries to persons or property or premises resulting from or in any manner connecting with above use of the premises and agrees to indemnify and save harmless the City, the Foundation, and all agents of either from all such claims, costs, damages, legal fees, and disbursements paid or incurred to enforce the provisions of this paragraph.

8. DEFAULT

A. In the event of default by Sub-Tenant, City shall have all remedies available pursuant to Iowa Law.

B. City will give Sub-Tenant notice specifying default and giving Sub-Tenant ten (10) days in which to correct default. If there is a default (other than for nonpayment of a monetary obligation of payment of rent or other monetary obligation of Sub-Tenant) that cannot be remedied in ten (10) days by diligent efforts of the Sub-Tenant, Sub-Tenant shall propose an additional period of time in which to remedy default. Consent to additional time shall not be

unreasonably withheld by the City. City shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

C. In the event Tenant has not remedied a default in a timely manner, City may proceed with all available legal remedies including but not limited to termination of this Sub-Lease and forfeiture, and giving Sub-Tenant notice to quit provided for in Chapter 648 of the Code of Iowa.

Executed in duplicate on the date first set out above.

GRINNELL-NEWBURG SCHOOL DISTRICT

CITY OF GRINNELL

Printed name of Signature Agent of
Grinnell-Newburg School District

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of Grinnell-Newburg School District

By: _____
Signature Agent of City of Grinnell

Date: _____

Date: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

This agreement is approved by AHRENS PARK FOUNDATION:

Printed name of Signature Agent of Ahrens Park Foundation

By: _____
Signature Agent of Ahrens Park Foundation

Date: _____

1510 Penrose Street
Grinnell, IA 50112
(641)236-5518



EXHIBIT A

Emergency Weather Response Plan Ahrens Park Outdoor Complex Penrose Street, Grinnell, IA 50112

OVERVIEW:

The purpose of the Ahrens Park Foundation (APF) emergency response plan is to prevent or reduce harm to patrons of Ahrens Park outdoor athletic, wellness and recreational activities and participants in events held at the Ahrens Park outdoor complex.

The emergency response plan is a policy of APF that must be adhered to by those organizations and entities that utilize and/or lease the Ahrens Park outdoor complex or venues therein (Permitted Organizational Users).

The plan outlines guidelines and procedures that should be followed in the event of threatening and/or severe inclement weather.

The emergency response plan is to be posted on the APF's website and distributed to the Permitted Organizational Users of the Ahrens Park outdoor complex and the venues therein. It is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (e.g. via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center. Additionally, signage is to be created and installed near all Ahrens Park concession stands.

EMERGENCY RESPONSE ADVISORY GROUP:

The Emergency Response Advisory Group consists of APF staff and board members, and representatives of organizations with long-term leasing relationships with the APF. The team develops and implements the APF's emergency response plan for the Ahrens Park outdoor complex. The following individuals currently serve on the Emergency Response Advisory Group:

1. Heather Benning, APF Board of Director
2. Shannon Fitzgerald, APF Board Treasurer
3. Julie Gosselink, APF Board of Director
4. Shane Gosselink, Ahrens Park Facilities Manager
5. Ben Latimer, GYBSA Board President
6. Kelly Rose, Director of Parks & Recreation for the City of Grinnell

EMERGENCY RESPONSE TEAM AND CONTACT INFO:

An essential part of an effective emergency response plan is an emergency response team. The members of the Emergency Response Team are the primary points of contact in the event of an emergency or severe weather situation.

Shane Gosselink, Ahrens Park Facilities Manager
shane@ahrensfamilyfoundation.org

(641)-236-5518 office
(641)-990-0171 cell

Julie Gosselink, (Backup to Ahrens Park Facilities Manager)(641)236-5518 office
julie@ahrensfamilyfoundation.org

(641)990-9923 cell

EMERGENCY	911
Non-Emergency Police	(641)236-2670
Non-Emergency Fire	(641)236-2688
Grinnell Regional Medical Center	(641)236-7511

The Ahrens Park Facilities Manager or the Emergency Response Advisory Group can make changes, with the approval of the APF board, to this plan throughout the year. If there are changes made to the plan, the Permitted Organizational Users will be made aware of the changes.

POLICY FOR CANCELLATIONS AND/OR DELAYS:

Cancellations and/or Delays – prior to start of event (practice, competition or event)

Events may be cancelled or delayed due to unsafe venue/field conditions or hazardous weather conditions. The determination to cancel or delay use of the Ahrens Park outdoor complex or venues therein will be made by the Ahrens Park Facilities Manager and communicated to the appropriate Permitted Organizational Users. In the case that the Ahrens Park Facilities Manager is not in communication with the Permitted Organizational Users in a timely manner then the decision becomes that of the Permitted Organizational Users using the athletic fields and/or Ahrens Park outdoor complex.

Cancellations and/or Delays – after the start of event

The Ahrens Park Facilities Manager may close the Ahrens Park outdoor complex or venues therein at any point in time (including after the start of an event) due to unsafe venue/field or hazardous weather.

Cancellations and/or Delays – after the start of practice or competition

Once a game or competition has begun, the coaches, umpire/official, or field supervisor/event administrator hold the responsibility of determining game delay or termination. The Ahrens Park Facilities Manager has the authority to override the decision due to unsafe venue/field conditions or hazardous weather.

If a game or practice is delayed, then coaches, umpire/official, or field supervisor/event administrator are to carefully inspect the field for safety prior to the beginning of any activity. Activity may recommence only after a determination that the field is safe.

It is the responsibility of the Permitted Organizational User to have policies and procedures in place to ensure the care and safety of minors in the event of game delay or cancellation.

POLICY FOR SEVERE INCLEMENT WEATHER:

In the case of severe inclement weather, all patrons should immediately evacuate the Ahrens Park outdoor complex, including all parking areas due to:

1. Sounding of the City of Grinnell’s tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night
4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

(Please note that APF is not able to accommodate hundreds(+) of patrons in an indoor storm shelter that would be deemed safe enough in severe inclement weather.)

Weather Conditions:

Tornadoes

At any point during a practice, competition or event there is a tornado warning issued by the National Weather Service for the local area, or the sounding of the City of Grinnell's tornado sirens occurs or there is a tornado sighted, the practice, competition or event must be cancelled immediately and everyone should evacuate the premises.

(The City of Grinnell tornado warning system conducts a test each Thursday at 9 a.m. if no severe weather is predicted.)

In the event of a tornado watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a tornado watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Lightning and Thunder

If a practice, competition or event is in progress and thunder and/or lightning is detected within 6 miles (and/or in the event of a thunderstorm warning), the coaches, umpire/official, or field supervisor/event administrator shall immediately stop play and instruct everyone to go to a safe area. Neither participants nor spectators may remain on the field or out in any open areas without a roof. Practice, competition or events are not permitted to continue until 30 minutes after a flash of lightning (or the sound of thunder within 6 miles). If lightning and thunder continue, the 30-minute time period shall start over after each incidence of lightning or thunder. Practices, competition and events may not resume until the 'all-clear' is given by the coaches, umpire/official, or field supervisor/event administrator.

In the event of a thunderstorm watch, it is recommended that a representative of the Permitted Organizational User immediately communicate to all of its patrons that a thunderstorm watch has been issued for the local area and whether the practice, competition or event will be delayed or cancelled.

Rain

Light rain that does not create an unsafe environment may not be cause to stop a practice, competition or event as long as the coaches, umpire/official, or field supervisor/event administrator conclude that the field is safe. However, heavy rain that leads to pooling or soaking wet field conditions may cause delay or termination of a practice, competition or event. Besides pooling and slick field conditions, heavy downpours can also cause very poor visibility putting patrons in danger. Therefore it is the responsibility of the coaches, umpire/official, or field supervisor/event administrator to stop the practice, competition or event.

COMMUNICATIONS PLAN:

APF strongly recommends that Permitted Organizational Users using the Ahrens Park outdoor complex for regularly scheduled, special or tournament events implement annually an effective communications plan to help assure all patrons are alerted and kept safe in the event of severe inclement weather. APF recommends, at a minimum:

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.

2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for “group text message alerts and notifications” through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

One of these text platforms can be provided by Poweshiek County’s Emergency Notification System (PCENS), which is a mass notification service provided by Poweshiek County Emergency Management Agency (PCEMA). PCENS gives PCEMA the ability to send out mass notifications regarding emergency or general events. These messages can be sent to specific locations or county wide. Residents can also select to receive weather warnings on their mobile phone. This is currently a free opt-in service available to all Poweshiek County residents. To sign up, go to www.poweshiekready.org

4. Use a weather radio, with extra batteries always on hand, along with the “Little League® WeatherBug” app that can be used and promoted by all Permitted Organizational Users that are leasing the Ahrens Park outdoor complex for special events or tournaments or who are leasing any of the athletic fields. The Little League® WeatherBug app is a mobile weather app providing coaches, managers, parents, family and friends with real-time weather, severe weather alerts, and personalized lightning detection to help stay safer during practice and games.

Little League® WeatherBug app is available for download on both Google Play and the iTunes App Store for free. This app provides several unique features to keep patrons informed and alerted via Android phones and tablets, iPhones and iPads.

5. Sound a bullhorn to let patrons know that everyone is to evacuate the Ahrens Park outdoor complex immediately due to the threat of severe inclement weather. Bullhorn should periodically be checked to assure proper functioning and extra batteries, if needed should always be on hand.
6. As previously indicated in the Overview section, the emergency response plan is to be posted on the APF’s website, and distributed to Permitted Organizational Users. Additionally, it is strongly encouraged that Permitted Organizational Users, when applicable, post the emergency response plan on their websites and distribute the emergency response plan to participants (via registration packets). Copies of the plan are to be posted in all Ahrens Park concession stands, the Ahrens Foundation offices, and the Grinnell Athletic and Recreation Center. Additionally, signage is to be created and installed near all Ahrens Park concession stands.

RESOLUTION NO. 2016-124

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN
ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE BLUE STONE
PROPERTIES, LLC, AGREEMENT FOR PRIVATE DEVELOPMENT TO
DARALEE, LLC

WHEREAS, on the 29th day of November, 2012, the City of Grinnell, Iowa (the “City”) and Blue Stone Properties, LLC (“Assignor”) entered into an Agreement for Private Development (“Agreement”) pursuant to which the Assignor agreed to undertake certain commercial development activities, including the Minimum Improvements and the Project (as defined therein), and the City agreed to make certain Economic Development Grants (as defined therein); and

WHEREAS, the City has received a proposal from the Assignor, in the form of a proposed Assignment and Assumption of Agreement (the “Assignment”) by and between the Assignor and Daralee, LLC (“Assignee”), pursuant to which, among other things, the Assignor agrees to assign all of its right, title, and interest in and to the Agreement, including the Economic Development Grants, to the Assignee, and the Assignee agrees to assume all obligations of the Assignor under the Agreement, which include the obligations with respect to the Project and the timely payment of all property taxes as they come due throughout the term of the Agreement; and

WHEREAS, the Agreement requires an assignment of the Agreement by the Assignor to be consented to by the City.

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

Section 1. That the form and content of the Assignment and Assumption Agreement, 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 Assignment 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 Assignment, 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 Assignment as executed.

PASSED AND APPROVED this 5th day of July, 2016.

Mayor

ATTEST:

Clerk

RESOLUTION NO. 2016-125

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$7,460,000 General Obligation Bonds, Series 2016A, dated July 20, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$7,460,000 General Obligation Bonds, Series 2016A, dated July 20, 2016.
2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of July, 2016.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

RESOLUTION NO. 2016-126

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$7,460,000 GENERAL OBLIGATION BONDS,
SERIES 2016A, AND LEVYING A TAX TO PAY SAID
BONDS; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning and undertaking and carrying out of urban renewal projects under the authority of Chapter 403, including but not limited to, improvements to Central Park, Phase 5 of the Central Business District improvements, projects in the Iowa Reinvestment District Project and water improvements related to Highway 146N, essential corporate purpose projects, and it is deemed necessary and advisable that the City issue General Obligation Bonds, for such purposes to the amount of not to exceed \$8,450,000 as authorized by Sections 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.25 and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Bonds, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Bonds for such purposes, and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$7,460,000 General Obligation Bonds, Series 2016A, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Grinnell, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean aiding in the planning and undertaking and carrying out of urban renewal projects under the authority of Chapter 403, including but not limited to, improvements to Central Park, Phase 5 of the Central Business District improvements, projects in the Iowa Reinvestment District Project and water improvements related to Highway 146N.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the City Clerk/Finance Officer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the City Clerk/Finance Officer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Grinnell, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$337,495 (funds on hand)	2016/2017
\$779,270	2017/2018
\$776,670	2018/2019
\$778,870	2019/2020
\$780,770	2020/2021
\$777,370	2021/2022
\$773,770	2022/2023
\$784,970	2023/2024
\$775,670	2024/2025
\$776,270	2025/2026
\$521,570	2026/2027
\$ 81,670	2027/2028
\$ 80,240	2028/2029
\$ 78,810	2029/2030
\$ 77,380	2030/2031
\$ 80,950	2031/2032
\$ 78,850	2032/2033
\$ 81,750	2033/2034
\$ 79,500	2034/2035
\$ 77,250	2035/2036

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016 will be collected during the fiscal year commencing July 1, 2017.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Poweshiek County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$7,460,000, shall be issued pursuant to the provisions of Section 384.25 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2016A", be dated July 20, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$205,000	2.000%	2017
\$630,000	2.000%	2018
\$640,000	2.000%	2019
\$655,000	2.000%	2020
\$670,000	2.000%	2021
\$680,000	2.000%	2022
\$690,000	2.000%	2023
\$715,000	2.000%	2024
\$720,000	2.000%	2025
\$735,000	2.000%	2026
\$495,000	2.000%	2027
\$260,000	2.200%	2031*
\$365,000	3.000%	2036*

*Term Bonds

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Bonds. All Term Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Bond #1		
Principal Amount	Interest Rate	Maturity June 1st
\$65,000	2.200%	2028
\$65,000	2.200%	2029
\$65,000	2.200%	2030
\$65,000	2.200%	2031*

*Final Maturity

Term Bond #2		
Principal Amount	Interest Rate	Maturity June 1st
\$70,000	3.000%	2032
\$70,000	3.000%	2033
\$75,000	3.000%	2034
\$75,000	3.000%	2035
\$75,000	3.000%	2036*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York

Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform

Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest

or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the City Clerk/Finance Officer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF POWESHIEK"
 "CITY OF GRINNELL"
 "GENERAL OBLIGATION BOND"
 "SERIES 2016A"
 ESSENTIAL CORPORATE PURPOSE

Rate: _____
 Maturity: _____
 Bond Date: July 20, 2016
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

The City of Grinnell, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such

interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Section 384.25 of the Code of Iowa, for the purpose of paying costs of aiding in the planning and undertaking and carrying out of urban renewal projects under the authority of Chapter 403, including but not limited to, improvements to Central Park, Phase 5 of the Central Business District improvements, projects in the Iowa Reinvestment District Project and water improvements related to Highway 146N, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2024, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Bonds maturing on June 1, 2031 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.200% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$65,000	2028
\$65,000	2029
\$65,000	2030
\$65,000	2031*

*Final Maturity

The Bonds maturing on June 1, 2036 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 3.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$70,000	2032
\$70,000	2033
\$75,000	2034
\$75,000	2035
\$75,000	2036*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Date of authentication: _____

This is one of the Bonds described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar
Des Moines, Iowa 50309

By: _____

Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF GRINNELL, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Finance Officer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or

Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds;(c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds;(e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of July, 2016.

Mayor

ATTEST:

City Clerk



**GRINNELL PLANNING COMMITTEE MEETING
TUESDAY, JULY 5, 2016 AT 5:30 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. Discuss Rental Inspection Program.
2. Discuss Monsanto's community involvement program.

INQUIRIES:

ADJOURNMENT:

ENVIRONMENT AND HEALTH

RENTAL HOUSING CODE

Purpose: It is hereby declared that the purpose of this chapter is to protect, preserve and promote the physical and social well-being of the people, to prevent and control the incidence of communicable diseases, to reduce the environmental hazards to health, to regulate privately and publicly owned rental dwellings for the purpose of maintaining adequate sanitation and public health and to protect the safety of the people and to promote the general welfare of not only those persons utilizing the housing , but the general public as well. It is hereby further declared the purpose of this chapter is to determine the responsibilities of owners, operators, occupants and the city necessary to maintain and administer the standards of the rental housing code.

Scope: The provisions of this Code shall apply to all existing residential rental structures and premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants, the occupancy of existing structures and premises, and for administration, enforcement and penalties.

The provisions of this chapter applies to all rental dwelling units within the city limits, except hotels, motels, college dorms, or buildings owned by the state or political subdivisions thereof: state-licensed health and custodial facilities, registered Continuing Care Retirement Community (CCRC), all units that are inspected on an annual basis by either a state or federal inspector, certified by HUD or USDA, and owner-occupied dwellings.

DEFINITIONS

DEFINITIONS: The following definitions shall apply in the interpretation of this chapter.

Abate: To end a nuisance, emergency, or nonconformance.

Attic: Any story situated, wholly or partly, within the roof and so designed. Arranged or built to be used for business, storage or habitation.

Appurtenance: That which is directly or indirectly connected or accessory to a structure.

Basement: Shall mean a portion or story of a building, next below the first or main floor, which may or may not be considered habitable space. The portion of a building that is partly or completely below grade.

Bathroom: A room containing plumbing fixtures including a bathtub or shower.

Bedroom: Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

Cellar: A space below the first or main floor, used or intended to be used for storage and location of heating equipment and shall not be considered habitable space.

Central heating system: A single system supplying heat to one or more dwelling unit(s) or more than one rooming unit.

Communal: Communal means used or shared by or intended to be used or shared by the occupants of two or more rooming units or two or more dwelling units.

Condominium: A dwelling unit in compliance or conformance with the requirements of the code of Iowa chap. 499B.

Cooperative: Cooperative means a dwelling unit that is in compliance or conformance with the requirements of chap. 499A

Court: An open, unoccupied space, other than a yard, on the same lot with a building and which is bordered on two or more sides by the building.

Dormitory: Shall mean any dwelling where group sleeping accommodations are provided for persons not members of the same family groups in which several large rooms or a series of closely associated rooms under joint occupancy and single management.

Dwelling: Any building, structure or manufactured housing, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.

Dwelling Unit: Any habitable room or group of adjoining rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking, eating or meals and sanitation.

Exit: A continuous and unobstructed means of egress to a public way and shall include intervening doors, doorways, corridors, exterior balconies, ramps, stairways, horizontal exits, exit passageways, exit courts, walkways, sidewalks and yards.

Extermination: The control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other approved pest elimination methods.

Garbage: Shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food. (SEE RUBISH)

Habitable Room: A floor space used, or a room, in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Inspector: Inspector means the official designated by the city manager to be responsible for the enforcement of this chapter and such other city employees, regardless of department.

Infestation: Infestation means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.

Letter of Compliance: A document issued by the inspector, stating the premises have been inspected and found to be in compliance with this chapter of the date of inspection.

Multiple Dwelling: Any structure containing more than two (2) dwelling units.

Occupant: Occupant means any person living in, sleeping in and/or cooking in or having actual possession of a dwelling unit or a rooming unit.

Operator: Any person who rents to another or who has custody or control of a building or parts thereof in which dwelling units or rooming units are let or who has custody or control of the premises.

Owner: Owner means any person who has custody and/or control of the dwelling, dwelling unit, or rooming unit by virtue of legal or equitable title to such dwelling, dwelling unit or rooming unit.

Permit: Means a certificate certifying that the unit for which it is issued in compliance with the applicable provisions of this chapter, which certificate shall expire at the end of one (1) year following its date of issuance, unless sooner suspended or revoked as hereinafter provided, and shall be renewed annually.

Person: A human being; an individual; the personality of a human being. Any human being, corporation, or other entity having legal rights and duties.

Plumbing/Mechanical: Plumbing/mechanical means and includes any or all of the following supplied or required facilities and equipment: gas piping, gas-burning equipment, water pipes, garbage disposal units, dishwashers, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, clothes washing machines, catch basins, drains, vents and any other similar supplied or required fixtures together with all connections to water, sewer, or gas services.

Rooming House: A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one or two-family dwelling.

Rooming Unit: Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

Rubbish: Rubbish means combustible and non-combustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke and other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

Supplied: Paid for, furnished by, provided by or under the control of the owner or operator.

Temporary Permit: A temporary permit shall mean a certificate certifying that the unit for which it is issued is not in compliance with the applicable provisions of this chapter and which certifies that the unit for which it is issued may be occupied for a time specified in said certificate pending the completion of the necessary improvements needed to bring it into compliance. Said time period being determined by a reasonable time necessary for the completion of said improvements, not to exceed one (1) year, and said temporary permit shall be in effect for said time period unless sooner suspended or revoked as provided in this chapter and shall not be renewable with the exception that one renewal may be granted, if the original permit and the renewal do not exceed one (1) year.

**RENTAL PERMIT
AND INSPECTION PROGRAM**

PERMIT: No owner or operator shall lease, rent, let, permit, or otherwise allow the occupancy of a dwelling, dwelling unit, or rooming unit, directly or through an authorized agent, unless the person holds a valid rental permit or a temporary permit for said dwelling, issued by the housing inspector in the name of the operator for a specific dwelling or dwelling unit. The permit or temporary permit shall be displayed in a conspicuous place within the dwelling at all times. Each temporary permit shall *have* clearly stamped thereon the words "TEMPORARY PERMIT" and the duration of said permit.

PERMIT FEE. Before the housing inspector shall issue any permit or temporary permit under the provision of this chapter, there shall be paid by the owner or operator of the rental dwelling unit a fee, the amount of which shall be set by resolution of the council. The fee for a temporary permit shall be the same as for a permit and a separate fee shall be due for each and every renewal of a temporary permit and a separate fee shall be required for a regular permit issued after a temporary permit has expired or the unit has come into compliance.

ANNUAL PERMIT FEES: A rental permit shall be renewed annually, upon notice issued by the City to the owner or operator.

RENEWAL FEES DUE: Renewal fees shall be due within thirty (30) days of date of notice to the owner or operator. Failure to pay required fees shall constitute a violation of this code, and may result in penalties in the form of revocation of the rental permit; issuance of tenant notice to vacate; and/or issuance of municipal infraction citations.

PERMIT DENIED: Any person whose application for a permit to operate a rental dwelling has been denied may request and shall be granted a hearing on the matter before the City Manager.

PERMIT SUSPENDED. Whenever, upon inspection of any rental dwelling unit, the housing inspector finds that conditions or practices exist which are in violation of any provisions of this chapter, the housing inspector shall give notice in writing to the operator of such unit that unless such conditions or practices are corrected within a reasonable period, to be determined by the housing inspector, the operator's permit

will be suspended. At the end of such period, the housing inspector shall re-inspect such unit and if the housing inspector finds that such conditions or practices have not been corrected, the housing inspector shall give notice in writing to the operator that the renters permit has been suspended. Upon receipt of notice of suspension, such operator shall immediately cease operation of such rental dwelling unit and no person shall occupy for sleeping or living purposes therein, provided that in instances where violations of this chapter are confined to one (1) of several dwelling units or rooming units within a dwelling and, in the judgment of the housing inspector, do not constitute a hazard to health or safety elsewhere, the housing inspector may limit the application of the requirement to vacate the premises to the areas in which the violations exist.

PERMIT SUSPENDED- APPEAL. Any person whose permit to operate a rental dwelling unit has been suspended or who has received notice from the housing inspector that a permit is to be suspended unless existing conditions or practices are corrected, may request, and shall be granted, a hearing on the matter before the City Manager, provided that if no petition for such hearing is filed within ten (10) days following the day on which such permit was suspended, such permit shall be deemed to have been automatically revoked.

INSPECTIONS: The housing inspector, or a duly authorized agent, is hereby authorized and directed to make inspections to determine the condition of all rental dwelling units, rooming units, and premises located within this city in order that the housing inspector or designee may perform the duty safeguarding the health and safety of the occupants of dwellings and of the general public.

For the purpose of making such inspections, the housing inspector or a duly authorized agent is hereby authorized to enter, examine and survey at all reasonable times all rental dwellings, rental dwelling units, rooming units and premises, with the consent of the owner or a duly authorized agent. Such inspections shall be at reasonable times on the week days between the hours of 7:30 a.m. and 4:30 p.m., or at any other time when the owner or a responsible occupant or the authorized agent is by arrangement present. In the event that the owner, occupant, or authorized agent of the said owner shall refuse to allow the housing inspector or a duly authorized agent free access to such rental dwelling, rental dwelling units, rooming units and premises at reasonable times, then and in the event the housing inspector or a duly authorized agent shall secure a search warrant to inspect such units or premises on the basis of the refusal of the owner, occupants, or authorized agent to allow said inspector. All fees associated in obtaining a search warrant shall be the responsibility of the owner or operator.

NOTICE OF VIOLATION. Whenever the housing inspector determines that there are reasonable grounds to believe that there has been a violation of any provision of this

chapter, the housing inspector shall give notice of such alleged violation to the person or persons responsible therefore as hereinafter provided. Such notice shall:

1. Be put in writing
2. Include a statement of the reasons why it is being issued
3. Allow a specific time for the performance of any act it requires.
4. Be served upon the owner or owner's agent, or the occupant, as the case may require; provided that such notice shall be deemed to be properly served upon such owner or agent, or upon such occupant, if a copy thereof is served upon the owner, owner's agent, or occupant personally or if a copy thereof is sent by certified mail to the last known address, or if owner, owner's agent or occupant is served with such notice by any other method authorized or required under the laws of this state.
5. Such notice may contain an outline of remedial action, which, if taken, will effect compliance with the provisions of this chapter

LIABILITY. The city or any employee is not liable for damages to a person or property as a result of any act or failure to act in the enforcement of the Housing Code. The Housing Code shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any equipment or structure regulated herein for damages to a person or property caused by its defects, nor shall the city or any city employee be held as assuming any such liability by reason of the inspections authorized by this Code or any approvals issued under this Code.

MINIMUM RENTAL PROPERTY MAINTENANCE STANDARDS

SCOPE: The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for the maintenance of structures, equipment, interior and exterior of the property.

HOUSING QUALITY STANDARDS: The following housing quality standards are derived from the housing quality standards as promulgated by the United States Department of Housing and Urban Development and published in the Federal Register, Volume 43, Number 251, on Friday, December 29, 1978.

EXTERIOR PROPERTY AREAS:

1. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There shall be no accumulations of trash, vermin or rodent infestation, or fire

hazard. There shall be no grass or weeds that exceed eight (8) inches in height.

2. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions.
3. The dwelling shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment. All dwellings shall be properly maintained and kept in good repair so they do not have a blighting influence on their neighborhood or the City of Grinnell
4. The structure shall have legible address numbers visible from the street or road fronting the property. The numbers shall not be less than 4 inches in height, with a ½ inch stroke width and shall contrast sharply in color with the background on which they are affixed, as near the front entrance as possible. Apartment numbers for individual units within a building or complex shall be displayed on, above or the side of the doorway of each unit.
5. Every footing, foundation, roof, gutter, leader, downspout, wall, door, window, skylight, ceiling, floor, plumbing fixture, heating apparatus, chimney vent, electrical equipment, and screen must be maintained in sound condition, rodent-proof and in good repair. All exterior foundation walls shall be properly graded and drained so as to be kept free of stagnant water. All exterior wood surfaces other than decay resistant woods shall be painted or protected by covering or treatment using non-toxic materials where readily accessible to children. All exterior stairways, porches, and other appurtenances shall be kept in sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
6. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrance doors to dwelling units and sleeping units shall secure such doors. Every door, basement hatch cover shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
7. All stairs shall have uniform risers and treads. A handrail shall be located on one side of an exterior stair if there are four (4) or more risers.
8. Every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Guards shall be a minimum of thirty-six (36) inches in height, measured from the nosing of the stair, or above the finished floor of the landing or walking surface. Exception: Noncompliant handrails and

guardrails may be approved for continued use, provided they are of uniform and functional height and maintained in a safe condition. When these handrails and/or guardrails are replaced they shall be installed to meet the current building code requirements.

9. Every exterior stairway and all parts attached thereto, including treads, risers, stringers, and handrails shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
10. Fences shall be maintained in a good state of repair and shall comply to the City of Grinnell zoning ordinance
11. No owner, operator or tenant shall keep, store or maintain outdoors any indoor upholstered furniture, household furniture or household furnishing not manufactured for outdoor use. A covered porch is considered outdoors. An enclosed porch shall not be considered outside.

ACCESSORY STRUCTURE: Every foundation, exterior wall, roof, window, exterior door and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for vermin and shall be maintained in a good state of repair.

Lead Based Paint. The exterior and interior of all dwelling unit shall be in compliance with HUD Lead Based Paint regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 24 U.S.C. 4801. The owner or operator shall provide a certification that the dwelling is in accordance with such HUD regulations.

If the property was constructed prior to 1978, the requirements of Title IV of the Lead Based Paint Poisoning Prevention Act apply.

SPACE AND SECURITY: The dwelling unit shall afford the tenant adequate space and security. A living room, kitchen area, and bathroom shall be present; and the dwelling unit shall contain at least one sleeping or living/sleeping room. Exterior doors and windows accessible from the outside the unit shall be lockable.

INTERIOR PROPERTY AREAS:

Sanitary Facilities: The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste. This area shall provide a flush toilet in a separate, private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water, all in proper operating condition. These facilities shall be tied onto an approved public or private disposal system.

Water Supply: The unit shall be served water from an approved public or private water supply.

Sump Pumps and Footing Drains: All sump pumps and footing drains shall discharge into the storm sewer or onto the ground, or any other approved method. **Sump pump/footing drains shall be not be permitted to discharge into the sanitary sewer.**

Food Preparation and Refuse Disposal: The unit shall contain the following equipment in proper operating condition: Cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the owner or the tenant, and a kitchen sink with hot and cold running water. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities and services outdoors for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

Interior Stairs: Every interior stairs and all parts attached thereto, including treads, risers, stringers, and handrails shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

Thermal Environment: The dwelling unit shall contain safe heating equipment and shall be maintained in a good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to a minimum temperature of sixty-eight (68) degrees, measured three (3) feet above the floor level. Unvented room heaters which burn gas, oil, or kerosene are unacceptable. Supplied cooling equipment shall be maintained in a good and safe working condition.

Illumination and Electricity: Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area.

Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire. There shall be at least two (2) 115V. duplex electrical convenience outlets. These outlets shall be present and adequately located to limit the use of extension cords in the living area, kitchen area and each bedroom area. Additional outlets may be required in those conditions where outlet overuse creates a hazard.

Each bathroom shall have at least one (1) ground-fault protected receptacle (GFCI) where an electrical cord may be easily and directly plugged in with a minimum of inconvenience.

All 125 volt receptacles serving the kitchen countertop surfaces shall be ground-fault protected (GFCI).

All electrical wiring shall be maintained in a safe condition, shall be used in a safe manner and properly operate for the use for which it is intended. No temporary wiring shall be used. Approved extension cords may be used but shall not lie beneath floor coverings or extend through doorways, transoms or similar apertures and structural elements or attached thereto.

Air Quality: The dwelling unit(s) shall be free from dangerous levels of air pollution which threaten the health of occupants. The unit(s) shall be free from carbon monoxide, sewer gas, fuel gas, excessive dust and any other harmful air pollutant. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one open able window or be provided with mechanical ventilation.

FIRE SAFETY REQUIREMENTS

Means of egress: A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Every dwelling unit shall have at least one (1) exit directly to the outside. The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties and the building shall be provided an alternated means of egress in case of fire (such as fire stairs or egress through windows). Every sleeping room below the fourth story shall have at least one operable window with a finished sill height of not more than forty-four (44) inches above the floor or an exterior door approved for emergency egress or rescue. Each window in a sleeping room shall have a minimum net clear opening of 5.7 square feet. The minimum net clear height shall be not less than twenty-four (24) inches. The minimum net clear width shall not be less than twenty (20) inches.

Smoke, Carbon Monoxide detectors required: All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire, or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

Single or multiple station smoke alarms, equipped with dual sensors, per the Iowa State Fire Marshall, April 1,2010, shall be installed and maintained in dwellings and dwelling units at all of the following locations:

1. On ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars, but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent level provided that the lower level is less than one (1) full story below the upper level.
4. Carbon monoxide alarms shall be installed outside of each sleeping area in the immediate vicinity of the bedrooms in dwelling units.

Portable Fire Extinguishers: At a minimum, all dwelling units shall have one (1) charged and operable 2-A: 10-BC rated fire extinguisher supplied and kept on each floor of a dwelling within seventy-five (75) feet of every unit entrance located in conspicuous locations where they will be readily accessible and immediately available for use. Additional extinguishers may be installed in areas that constitute a special hazard. All charged and operable fire extinguishers must meet the requirements of applicable fire safety regulations promulgated by authorized officials of the State of Iowa in the Iowa Administrative Code. Fire extinguishers shall be subject to required maintenance at intervals of not more than one (1) year by a trained individual.

Exit Lighting and Signs: All apartment buildings two (2) or more stories in height and having ten (10) or more units shall have corridor lighting and exit signs. The illumination of the corridor and exit signs shall be such that people of normal vision can move freely and the exit signs shall be legible at all times from any common corridor area.

Penalties for Violation: A violation of any item in this chapter shall be a municipal infraction punishable by a penalty as provided for in Chapter 3 of the Codes of Ordinances, City of Grinnell, Iowa.

For Immediate Release: City of Grinnell Seeks Input on Rental Housing Inspections

August 31, 2011

Grinnell, IA – The city of Grinnell is seeking input on the possible adoption of a rental housing code and subsequent housing inspection program. Under this program all rental housing units would be inspected to insure they meet minimum building and safety standards.

The purpose of the rental housing code would be to protect, preserve, and promote the physical well being of the people, to prevent and control the incidence of communicable disease, to reduce the environmental hazards to health, and to regulate rental dwellings for the purpose of maintaining adequate sanitation. The rental code will also reduce the loss of property and lower the risk of loss of life due to fire. The intent is also to promote the general welfare of not only those persons utilizing the housing, but the neighborhoods and general public as well.

The provisions of the rental code inspection program shall apply to residential rental dwellings unless specifically exempted in the code. The code will establish minimum standards for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance. These provision will apply to all rental dwelling units within the city limits, except hotels, motels, college dormitories, buildings owned by state or political subdivisions thereof, state licensed health and custodial facilities, facilities inspected or subject to inspection annually by qualified inspectors of the state or political subdivisions thereof, and owner occupied dwellings.

Quote from Dan.

Quote from Duane.

If you are interested in obtaining information about the proposed rental code please contact either Building and Planning Director Duane Neff and City Manager Russ Behrens at 641 236 2600. If you want to express your support, opposition or provide other input opportunities, time will be given at both the City Council Planning Committee and the City Council meetings. For more information about the time and location of these meetings please contact City Clerk Kay Cmelik at 641 236 2600.

City of Grinnell, Iowa Goal Setting Report February 29, 2016

Mayor:
Gordon Canfield

City Council:
Jim White
Byron Hueftle Worley
Jo Wray
Rachel Bly
Sondi Burnell
Julie Hansen

City Staff Present:
Russ Behrens, City Manager
Jan Anderson, Water/Wastewater Superintendent
Jim Brown, Water Director
Kelly Johnson Rose, Parks & Recreation Director
Dennis Reilly, Chief of Police
Dan Sicard, Fire Chief
Marilyn Kennett, Drake Community Library Director
Duane Neff, Director of Building and Planning

Facilitated by:
Russ Behrens, City Manager

CITY OF GRINNELL, IOWA
GOAL SETTING SESSION
2016

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CITY OF GRINNELL, IOWA

GOAL SETTING SESSION

FEBRUARY 29, 2016

Introduction

The City of Grinnell Mayor and City Council requested the City Manager to lead the city with a goal setting process. The City Manager facilitated a process that involved the following steps:

1. Prepare a questionnaire to identify recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a goal-setting session with the elected leaders and department heads.
3. Prepare a final report.
4. Create action plans and assignments for each priority.

Goal Setting Work Session

City Council Members and the Mayor held a work session conducted by the City Manager on February 29, 2016. In attendance and participating at this meeting were Mayor Gordon Canfield and Council Members Jim White, Byron Hueftle Worley, Rachel Bly, Sonni Burnell and Julie Hansen. Jo Wray was absent due to her mother passing away earlier in the day.

Also in attendance and participating in this meeting were City Manager Russ Behrens, Water/Wastewater Superintendent Jan Anderson, Water Director Jim Brown, Parks and Recreation Director Kelly Johnson Rose, Chief of Police Dennis Reilly, Fire Chief Dan Sicard, Drake Community Library Director Marilyn Kennett, and Director of Building and Planning Duane Neff. Director of Public Services David Popp was absent with a serious illness.

Major Accomplishments

1.	Successful completion of Phase 4 of the CBD reconstruction.
2.	Successful application and plan development for the GMRC RISE grant project to improve traffic flow and safety near GMRC on Iowa Highway 146. Project involves a partnership with Poweshiek County, the Iowa DOT, GMRC, and the city of Grinnell. Although not a mandatory provision of the annexation agreement it was a request made by GMRC.

3.	Bike trail expansion and US Highway 6 underpass.
4.	Recruitment of Brownells and the opening of their facility.
5.	Continued and determined work on the repurposing of the Grinnell Community Center as a boutique hotel and events center.
6.	Retirement of the debt from Phase I of the CBD reconstruction.
7.	Retirement of the waste water treatment plant debt from 1985.
8.	Development of the Iowa Reinvestment Act proposal and advancement of project development. Excellent working relations with Grinnell College.
9.	Advancement of plans and investigation into various funding options for the new waste water treatment plant.
10.	Work with Grinnell College on downtown redevelopment and facilitating their desire to be a partner in community improvement.
11.	2014 Fire Convention proceeds used to buy 20 new sets of turnout gear.
12.	Transition to Jasper County ARL and policy change on animal recovery. Savings.
13.	Several housing projects are nearing completion or will begin soon, such as the Spaulding Lofts, Water Tower Plaza, and Grinnell Garden Cottages. The redevelopment of a number of vacant or abandoned properties has been a solid step in the right direction.
14.	Work on nuisance and abandoned properties has been methodical and successful.
15.	The library landscaping has balanced the desire for a sustainable landscape and the expectation by others to have a suburban look. The converging landscapes project addressed storm water runoff issues, added landscape beds where native planting had been less successful, and retained areas where native plantings had worked.
16.	The library continues to maintain and improve their new building with projects such as a new hand railing at the north entrance, stabilization of the Maple tree, installation of compact shelving, improved humidity control, improvements to computer networking, and use of services/materials remains strong.
17.	The city of Grinnell's ISO rating has improved from a 6 to a 4 over the past 10 years and we are currently only one rating point away from receiving a 3 designation.
18.	Work to develop plans and finance the new water tower and wastewater plant are progressing.
19.	Completion of the Hazard Mitigation Plan and FEMA approval.
20.	Successful integration of EMS into the Public Safety Building.
21.	Emergency plan created for the airport.
22.	Successful projects to reduce inflow and infiltration into the sanitary sewer system and the large CDBG project that will start soon.
23.	Implementation of a web/app based volunteer fire fighter tracking system with instant access to information about hydrant location and pre-plan information.
24.	Department successfully trained, practiced, and implemented a new strategy on structural fire attacks based on new science released by the National Institute for Standards and Technology.
25.	The Central Park planning and public input process has been thorough and

	inclusive.
26.	The preservation of the Spaulding building via the development of the Spaulding Lofts.
27.	Fiscal responsibility and accountability in all areas.
28.	I80 and Iowa Highway 146 traffic safety improvements projects. Traffic signals at Iowa Highway 146 and Lang Creek Avenue, etc.
29.	Sump pump program completed with excellent public support.
30.	Selling of East Street lots and sale of abandoned properties for redevelopment.
31.	Working with school district to allow them to purchase the 11 11th Avenue property for their future needs.
32.	First downtown maintenance project completed. Rebuilding it is important but maintaining it is equally important.
33.	Although part of the CBD Phase 4 project, a special note on the intersection of 4th Avenue and Iowa Highway 146 improvements.
34.	More effective use of the Sports Authority funds and better input from citizen committee.
35.	Recruitment of various new employees, maybe especially noteworthy with the wastewater and public service departments. Overall we are able to recruit quality candidates due to fair wages, excellent benefits, a good work environment and support from management and elected leaders.
36.	Excellent public input process and meeting facilitation for the Iowa Highway 146 project development and successful development of plans and very good project bids.
37.	Sunset Street reconstruction and improvement of 8th Avenue.
38.	Successful project development and funding for the CBD CDBG façade grant program.
39.	Designated as an Iowa Great Place and received associated grant funding.
40.	Numerous airport projects completed (SRE building, etc.) and planning for runway reconstruction and lighting underway.
41.	Foresight to implement utility franchise fee in response to property tax roll backs.
42.	Public Records Management project and cooperation with Poweshiek County.
43.	Completed 10th annual Capital Improvements Plan and have consistently implemented this plan to the best of our fiscal ability.

Issues, Concerns, Trends and Opportunities

The following were identified as issues, concerns, trends, and opportunities that may affect future city services, policies, finances or operations:

- Public infrastructure issues:
 - Several areas where public infrastructure needs replacement.
 - Need to adjust rates to coincide with infrastructure needs – water in particular.

- Sidewalk repairs, improvements, and construction.
 - Must find a solution for downtown parking, in particular long term and quality parking options for downtown residents.
 - Waste water collection system.
 - Waste water treatment plant.
 - 20th Street Bridge.
 - Expansion of Hazelwood Cemetery.
 - Need to improve response time to street repair requests.
 - Cemetery mowing.
 - Park mowing.
 - Locating a dog park.
 - Possible service to remove yard waste from residences.
 - Street maintenance and reconstruction.
 - Aging equipment, fire department in particular.
 - In approximately ten years the debt from the library, public safety building, and aquatic center will be retired which is an opportunity.
- Financial issues:
 - Reduced general fund (\$8.10 levy in particular).
 - Several people were concerned over the property tax roll backs.
 - The financial implications of the failure of the ITM Board and their project on the city of Grinnell.
 - Concerns over the cost of keeping pace with technology.
 - Short term finances on the heels of these large capital projects and their increased operating expenses.
 - Increasing fixed costs (IPERS, MFPRSI, fuel, utilities, wages, etc.).
 - Balancing rates with need to perform maintenance and upgrades.
 - Balance the budget annually and improve reserves, especially water and general fund.
 - Find ways to use the money we have more wisely. The city cannot be everything to everyone.
- Public Buildings:
 - The uses of the library will shift over time but the building is well suited for this adjustment. There will be both computer based learning and group activity learning that can occur.
 - Technology will continue to provide great opportunities but will also require constant reinvestment with the library and city administrative offices being examples.
 - Increased costs of operating and maintaining new buildings.
 - Overall the sense was that the city should limit/minimize their ownership of buildings.
- Staff:
 - Reduce work comp problems. Find ways to reduce the injuries and better manage work comp cases. Employees must understand the importance of safety procedures and protocols even if the process is heavy handed.

- Encourage staff development and promote lifelong learning. Areas of interest include human resources, personnel management, workers' rights, etc.
 - Hire good people when and where you can find them.
 - Policy on social media for all departments.
 - Parks staff. Are we using current staff effectively now that mowing is largely done by contract employees? A quality person could do great things in the parks system.
- Community and economic development:
 - Expanded marketing of the community to businesses and potential residents. Find that special marketing niche or tourism draw. It could be Grinnell College, sporting events, architecture, etc.
 - Potential commercial and industrial development at I80 is an opportunity. Another saw the lack of businesses there as a concern.
 - Empty strip mall at Wal-Mart.
 - Concerns about loss of businesses and potential population loss.
 - Maintaining a vibrant downtown is a concern.
 - Redevelopment of the RC Industries property is an opportunity. Several noted that we should be willing to partner with the school district if formally requested.
 - A rental inspection would help in many ways but one not often talked about benefit is improving people's first impression of our community. Many people's first experience in Grinnell is looking for an apartment and this is often a very horrifying experience. We are losing good residents to other communities and gaining others.
 - Continue to improve nuisance and abandoned properties, work to redevelop properties where possible.
 - Increased safety inspection of commercial buildings and a rental housing inspection program.
 - Collaboration with Grinnell College on their building plans and properties.
 - Collaboration with GRMC as they work through their transition.
 - Provide incentives for retrofitting downtown buildings to meet life safety requirements and fire suppression systems for new businesses.
 - The Drake Community Library is supporting the Campaign for Grade Level Reading and is well positioned to help sustain this worthwhile effort in the years ahead.
 - Changing demographics will create both challenges and opportunities. Possible population loss is a significant concern.
 - Better cooperation and more effective marketing to bring new spending to support business, city, school, and many others.
 - Development of the interstate provides opportunity to increase sales tax, property tax, and hotel tax revenues, while providing jobs for many. This development should be sensitive to existing business while aggressively tapping into the interstate travel and the regional population.
 - Keep downtown vibrant.
 - Sprawl, ineffective extensions of our utilities, conflicts with poorly planned development, and inequitable contributions to pay for public

services and assets could be fatal to the long term health of the community.

- Miscellaneous:
 - Some saw both concerns and opportunities for recruitment of volunteers.
 - Develop a procedure to handle citizen complaints and concerns.
 - Increase focus on volunteer recruitment and private donations.
 - Improve public transportation.
 - Determine the city's news source and use it more.
 - Create a strong quality of life endowment that can be built on over the next 100 years (surplus sales tax, private donations, small amounts from here and there, etc.). Funding for these quality of life projects is likely going to get harder and harder as time passes.

On-Going Priorities

The following were identified as on-going priorities for the upcoming 12 – 24 month period:

- **Wastewater treatment plant replacement planning and construction.** Assigned to the Water Resources Director with oversight by the Public Works and Grounds Committee.
- **Central business district reconstruction – Phase V – final phase.** Assigned to the City Manager with oversight by the Public Works and Grounds Committee.
- **Continue development of annual CIP.** Assigned to the City Manager with oversight by the Planning Committee with involvement of all Council committees and members.
- **Retention, recruitment, and development of employees to maintain quality workforce.** Responsibility of all with leadership of City Manager and Finance Committee.
- **Proactive code enforcement for nuisances and incentives for improvements.** Assigned to the City Manager with assistance from the City Clerk, Building and Planning Director, and Chief of Police with oversight by the Public Safety Committee.
- **Repurpose the Community Center.** We believe we are very close to achieving this goal. The final three pieces include approval of the Iowa Reinvestment Act proposal, receipt of an allocation for state historic tax credits, and approval of a development agreement. Oversight by the Planning Committee. Managed by City Manager assisted by City Clerk. Others involved will include Ahlers Law.
- **Solution of the Veterans Building.** Identify, select, and implement a solution for the poor state of the Veterans Memorial Building. This solution needs to compliment Central Park as well. This project is under the complete prevue of the Veterans Commission.

- **Build a new water tower in south Grinnell.** Oversight by the Public Works and Grounds Committee. Managed by Water Resources Director assisted by City Manager. Others involved will include Veenstra and Kimm.
- **Promote housing initiatives that improve existing housing stock, reduce nuisance properties, and increase the diversity of housing options.** Oversight by the Planning Committee. Managed by City Manager assisted by City Clerk. Others involved will include Ahlers Law.
- **Patiently develop a plan for the resolution of the issues surrounding the defunct Iowa Transportation Museum.** Oversight by the Finance Committee, managed by the City Manager with assistance from the City Attorney.

Priority Projects, Programs, Policies and Initiatives

The participants reviewed potential projects, programs, policies and initiatives for consideration and selected the following as priorities for the upcoming 12 – 24 month period (listed in priority order):

1. Implement a rental inspection program to ensure quality living environments for renters, improve safety for renters and first responders, and to eliminate low quality housing. This may include a provision that would require all property sold on contract to be inspected prior to sale. This may also include a commercial property inspection program in the downtown to reduce the risk of fire or other hazards for all central business district properties. It was also suggested that we examine ordinances recently passed by neighboring communities that provide disincentives for those keeping housing units that have habitual criminal activity.

Action Items

Consider development of an advisory committee consisting of quality housing advocates, rental property owners, and citizens to guide the development of all aspects of the project. Review past work done on this concept and gather information from other communities. Set attainable goals for the program.

Oversight by the Planning Committee with Rachel Bly and Byron Hueftle Worley specifically assigned. Managed by Director of Building and Planning, assisted by the Fire Chief (commercial properties), Police Chief (ordinance on criminal activity) and City Manager. Others involved will include the City Attorney.

2. Investigate options to improve existing sidewalks and expand sidewalks into all areas of Grinnell. Eliminate bike lane signs and markings – keep parking restrictions in place. Expand recreational trail in city limits.

Action Items

Conduct a sidewalk inventory and set priority improvements. Develop a reasonable and attainable set of goals for the first year. Amend ordinance to require minimum 5' width for all new sidewalks. Partner with Imagine Grinnell or other appropriate groups. Periodic progress reports to the City Council starting June 2016. Continue with implementation of master bike trails plan.

Oversight by the Public Works and Grounds Committee specifically assigned to Byron Hueftle Worley and Julie Hansen. Managed by Building and Planning Director assisted by City Clerk (sidewalks) and City Manager (trails). Others involved will include the City Attorney, Veenstra and Kimm and Tyler Avis with the Building and Planning Department.

3. Examine options to promote additional vibrancy in the central business district and expand parking options for area residents in particular. Work with Grinnell College, Chamber of Commerce, property owners, existing business owners, and others to develop a comprehensive plan that examines current conditions and opportunities for improvement.

Action Items

Convene a working group to develop an outline for this effort. Identify a set of goals and anticipated outcomes. Define the area to be considered in this planning effort. Review work that has been done by other communities related to this topic.

Oversight by the Finance Committee specifically assigned to Mayor Canfield, Jim White, and Rachel Bly. Managed by the City Manager. Others involved will include the City Attorney, Veenstra and Kimm and Tyler Avis with the Building and Planning Department.

4. Improve technology for delivery of city services to include online payments, even better access to information via electronic sources, access to real time budget information for all, and consider hiring an information technology professional.

Conduct a full assessment of the current state of the city's technology infrastructure. Identify the strengths and weaknesses of the current system. Identify areas where improvements will have the greatest impact. Coordinate this with the likely move of city offices to another location.

Oversight by the Finance Committee specifically assigned to Sonni Burnell. Managed by the City Clerk, Library Director and Police Chief.

5. Expand opportunities for staff development especially on site training that allows department heads and staff to be involved in the training as a group. This shall also include a greater commitment to improving the safety program beyond the good work that has been done in recent years.

Conduct a survey of employees to determine topics of training interest. Identify sources for these topics. Create a calendar as far in advance as possible to maximize participation.

Oversight by the Finance Committee specifically assigned to Jo Wray. Managed by the Parks and Recreation Director, Police Chief, and Water Director. Others involved will include the City Clerk and City Manager.

Those assigned to these projects should create an action plan with the Chair of the oversight committee or the specific council members assigned to present to the oversight committee listed.

A complete list of all programs and initiatives considered by the Mayor and City Council members is attached as **Exhibit A**.

Organizational Effectiveness

The Mayor and City Council reviewed a variety of ideas relating to improving organizational effectiveness to accomplish the selected goals and priorities. These are items that should be fostered and supported by the Mayor and City Council as they deem appropriate in the next year. Each project has been assigned to the Mayor or a Council member to champion that project as they see fit and work with appropriate staff. After review and discussion, the Mayor and City Council selected the following steps to improve organizational effectiveness (not in order of priority):

1. Continue the work to retain, honor and recruit volunteers for work throughout the community. Continue program to honor volunteers and people who do things right and are good citizens and neighbors. These people get lost in the shuffle between big projects and detrimental citizens. Enhance efforts to recruit citizens to serve on boards, committees and volunteer positions. **Mayor Canfield and Julie Hansen with staff assistance from the Fire Chief.**
2. A renewed commitment to making comprehensive improvements at the cemetery including better roads, improve information and access to electronic data, better turf management and maintenance, and an overall higher level of care. **Jim White with staff assistance from the Public Services Director and Barb Flander.**
3. Closely monitor utility rates and align rates with capital infrastructure needs. As work on the new wastewater treatment plant progresses in the coming year we should have very clear understanding of the needs of the waste water department. The water rates are likely the area that will need to be examined more closely. **Byron Hueffle Worley and Jo Wray with staff assistance from Kay Cmelik, Jim Brown and Jan Anderson.**
4. All aspects of city government need to keep pace with technology. There was support to hire a person to track technology, work on software/hardware, maintain

- website, monitor social media, newsletter, etc. however most recognize funding for this position is very unlikely to be available. Do the best we can with the resources available. Expand community engagement and education via various social media platforms. Better communication with the public via social media. Clear understanding by citizens where or who they go to for information about city. Enhance citizen awareness of city government and activities. **Sondi Burnell.**
5. Encourage periodic reporting to the Council from staff on the progress and challenges being encountered in advancing their (Council) goals. The Council would then offer additional direction or insight. **Mayor Canfield.**
 6. Support development of new city offices that are modern, accessible in all regards, appropriately sized, high quality, equipped with appropriate technology, and designed for efficiency. Council meeting room or general meeting room and work space that has appropriate audio and visual resources, an appropriate and effective design, and general improvement of the work environment. This will better facilitate information sharing, information exchange, public input, and overall efficiency. **Jo Wray and Sondi Burnell with staff assistance from Kay Cmelik and all staff housed there.**
 7. Except for new retail businesses that need I80 exposure or serve the travelers on I80, try to encourage retail developments in the CBD and along the Iowa Highway 146 and US Highway 6 corridors adjacent and near the center of Grinnell. Encourage projects that have the potential to increase our local option sales tax revenues and hotel-motel tax revenues. The greatest potential for this type of revenue growth is likely at the I80 and Iowa Highway 146 interchange. **Rachel Bly but must involve everyone.**

Finally, below you will find several projects that were identified via the Preliminary Questionnaire results that appear to have some support for further consideration:

Develop pilot program to disconnect footing drains.

Advance a program to reconstruct the intersection of 6th Avenue and West Street to possibly include Iowa Highway 146 from 6th Avenue to 4th Avenue.

Name something prominent in Grinnell after Officer Warren Binegar.

Investigate automated garbage pick up to reduce injuries to make this position safer and more attractive to current and potential employees.

Develop tourism as an even stronger component of Grinnell's community development.

Cooperate on the development of the I-80 and 146 interchange, especially due to the multiple revenue generators and the untapped potential at that location. Improve the appearance of the community's front door.

Maintain a strong city center, support and encourage redevelopment where possible and logical. Development incentives for 'green' sites should be scrutinized carefully.

Continue to work on the completion of the trail. Expand the coalition to include Poweshiek County / Jasper County Board of Supervisors and Conservation Board. It will not be too many more years before the Grinnell portion will be complete. Encourage work on the 'rural' segments to proceed now opposed to waiting until the Grinnell segment is complete.

Employ smart efforts for employee recruitment and train employees with potential and willingness for advancement. Everyone should be head hunting all the time. Give the City Manager the green light to work with Department Heads to hire good employees when they are available – opposed to when there is an opening.

Update several key planning processes/documents such as the Grinnell Housing Study, Grinnell Comprehensive Land Use Plan, and possibly a comprehensive examination of the central business district to include building inventories, barriers to business development, opportunities for improvement, compilation of investment incentives, and related items.

Investigate the equitability of water charges – look at charging for fire sprinkler connections and charges for those that benefit from the water system without payment or via a very limited payment.

Improve the sanitary sewer collection system.

Final Comments

It is important to note that the prioritization of projects and initiatives is not “cast in stone.” They can be modified as new information becomes available. It is recommended that city staff work with the elected leader(s) assigned to each project to prepare an “action plan” for accomplishing the planning goals. The action plan would define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and establish a timeline for accomplishment. The action plan should then be presented to the Mayor and City Council for review and approval. It is also recommended that staff review with the Mayor and City Council the status of implementing the goals on a quarterly basis.

Note: The agenda for the Goal Setting Session and the Preliminary Questionnaire Results are attached to this report as **Exhibits A** and **B** respectively.

Exhibit A

City of Grinnell
Goal Setting Session – 2016

**ACCOMPLISHMENTS, GOALS, CONCERNS AND SIGNIFICANT
INITIATIVES OR PROGRAMS CONSIDERED**

Summary of questionnaire/survey submitted by Grinnell elected leaders and management staff for City Council Planning Session. Prepared by City Manager, Russ Behrens 2-29-16.

ACCOMPLISHMENTS

1.	Successful completion of Phase 4 of the CBD reconstruction.
2.	Bike trail expansion and US Highway 6 underpass.
3.	Recruitment of Brownells and the opening of their facility.
4.	The successful and amicable annexation of GMRC and extension of water.
5.	Retirement of the debt from Phase I of the CBD reconstruction.
6.	Retirement of the waste water treatment plant debt from 1985.
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	projects such as a new hand railing at the north entrance, stabilization of the Maple tree, installation of compact shelving, improved humidity control, improvements to computer networking, and use of services/materials remains strong.
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44.	Successful application and plan development for the GMRC RISE grant project to improve traffic flow and safety near GMRC on Iowa Highway 146. Project involves a partnership with Poweshiek County, the Iowa DOT, GMRC, and the city of Grinnell. Although not a mandatory provision of the annexation agreement it was a request made by GMRC.

There was one theme expressed by a number of people that I summarize as follows.

The city staff, volunteers, business leaders, elected officials, and others are deliberate, calculated, inclusive and intelligent about the development of projects ranging from economic development to public infrastructure projects. The city government and community have well thought out plans, involve the right people in both plan development and implementation, maintain consistency, and follow through – even if that follow through takes years. Some projects noted include many listed above, EMS, interstate development, planning for Highway 146 North, the annexation of Grinnell Mutual Reinsurance, waste water systems, and repurposing of the Grinnell Community Center. At a time when so many levels of government and even private business are distrusted by many, the city of Grinnell has been able to limit citizen complaints and apathy. Friction between citizens, elected leaders, staff, volunteers, and other groups is minimal and in most cases all work cooperatively and effectively.

ISSUES, TRENDS, CONCERNS, AND OPPORTUNITIES

Some of the items listed are all of the above – you can decide.

- Public infrastructure issues:
 - Several areas where public infrastructure needs replacement.
 - Need to adjust rates to coincide with infrastructure needs – water in particular.
 - Sidewalk repairs, improvements, and construction.
 - Must find a solution for downtown parking, in particular long term and quality parking options for downtown residents.
 - Waste water collection system.
 - Waste water treatment plant.
 - 20th Street Bridge.
 - Expansion of Hazelwood Cemetery.
 - Need to improve response time to street repair requests.
 - Cemetery mowing.
 - Park mowing.

- Locating a dog park.
- Possible service to remove yard waste from residences.
- Street maintenance and reconstruction.
- Aging equipment, fire department in particular.
- In approximately 10 years the debt from the library, public safety building, and aquatic center will be retired.

- Financial issues:
 - Reduced general fund (\$8.10 levy in particular).
 - Several people were concerned over the property tax roll backs.
 - The financial implications of the failure of the ITM Board and their project on the city of Grinnell.
 - Concerns over the cost of keeping pace with technology.
 - Short term finances on the heels of these large capital projects and their increased operating expenses.
 - Increasing fixed costs (IPERS, MFPRSI, fuel, utilities, wages, etc.).
 - Balancing rates with need to perform maintenance and upgrades.
 - Balance the budget annually and improve reserves, especially water and general fund.
 - Find ways to use the money we have more wisely. The city cannot be everything to everyone.

- Public Buildings:
 - The uses of the library will shift over time but the building is well suited for this adjustment. There will be both computer based learning and group activity learning that can occur.
 - Technology will continue to provide great opportunities but will also require constant reinvestment with the library and city administrative offices being examples.
 - Increased costs of operating and maintaining new buildings.
 - Overall the sense was that the city should limit/minimize their ownership of buildings.

- Staff:
 - Reduce work comp problems. Find ways to reduce the injuries and better manage work comp cases. Employees must understand the importance of safety procedures and protocols even if the process is heavy handed.
 - Encourage staff development and promote lifelong learning. Areas of interest include human resources, personnel management, workers' rights, etc.
 - Hire good people when and where you can find them.
 - Policy on social media for all departments.
 - Parks staff. Are we using current staff effectively now that mowing is largely done by contract employees? A quality person could do great things in the parks system.

- Community and economic development:

- Expanded marketing of the community to businesses and potential residents. Find that special marketing niche or tourism draw. It could be Grinnell College, sporting events, architecture, etc.
 - Potential commercial and industrial development at I80 is an opportunity. Another saw the lack of businesses there as a concern.
 - Empty strip mall at Wal-Mart.
 - Concerns about loss of businesses and potential population loss.
 - Maintaining a vibrant downtown is a concern.
 - Redevelopment of the RC Industries property is an opportunity. Several noted that we should be willing to partner with the school district if formally requested.
 - A rental inspection would help in many ways but one not often talked about benefit is improving people's first impression of our community. Many people's first experience in Grinnell is looking for an apartment and this is often a very horrifying experience. We are losing good residents to other communities and gaining others.
 - Continue to improve nuisance and abandoned properties, work to redevelop properties where possible.
 - Increased safety inspection of commercial buildings and a rental housing inspection program.
 - Collaboration with Grinnell College on their building plans and properties.
 - Collaboration with GRMC as they work through their transition.
 - Provide incentives for retrofitting downtown buildings to meet life safety requirements and fire suppression systems for new businesses.
 - The Drake Community Library is supporting the Campaign for Grade Level Reading and is well positioned to help sustain this worthwhile effort in the years ahead.
 - Changing demographics will create both challenges and opportunities. Possible population loss is a significant concern.
 - Better cooperation and more effective marketing to bring new spending to support business, city, school, and many others.
 - Development of the interstate provides opportunity to increase sales tax, property tax, and hotel tax revenues, while providing jobs for many. This development should be sensitive to existing business while aggressively tapping into the interstate travel and the regional population.
 - Keep downtown vibrant.
 - Sprawl, ineffective extensions of our utilities, conflicts with poorly planned development, and inequitable contributions to pay for public services and assets could be fatal to the long term health of the community.
- Miscellaneous:
 - Some saw both concerns and opportunities for recruitment of volunteers.
 - Develop a procedure to handle citizen complaints and concerns.
 - Increase focus on volunteer recruitment and private donations.
 - Improve public transportation.
 - Determine the city's news source and use it more.
 - Create a strong quality of life endowment that can be built on over the next 100 years (surplus sales tax, private donations, small amounts from

here and there, etc.). Funding for these quality of life projects is likely going to get harder and harder as time passes.

Significant Initiatives and Programs

Implement a rental inspection program to ensure quality living environments for renters, improve safety for renters and first responders, and to eliminate the low quality housing that can attract similar renters.

Repurpose the Grinnell Community Center into a boutique hotel and events center.

Develop pilot program to disconnect footing drains.

Establish fire connection fees.

Reconstruction of 6th and West intersection.

Even more outreach with social media.

Name something prominent in Grinnell after Officer Warren Binegar.

Build an outstanding war memorial including the names of our war dead.

Work with Chamber, Grinnell College, and others to improve the buildings in the CBD to allow business to thrive in all locations to avoid empty store fronts.

Make Grinnell better, not bigger. Update the comprehensive land use plan and zoning ordinance utilizing the Census 2010 data when available.

Investigate automated garbage pick up to reduce injuries and make this position more attractive.

Improve overall employee productivity. Must be willing to reward good employees, train those with potential, and remove those that are likely not serving the community with quality work and effort.

Study utility rates and connect the rate plan logically to the capital improvement plan, if necessary beyond five years.

Aggressive targeted retail recruitment to stop retail leakage.

Develop tourism as a stronger component of Grinnell's community development.

Cooperate on the development of the I-80 and 146 interchange, especially due to the multiple revenue generators and the untapped potential at that location. Improve the appearance of the community's front door.

Maintain a strong city center, redevelopment where possible and logical. Development incentives for 'green' sites should be scrutinized carefully.

Improve nuisance abatement activities. Improving the city starts with improving what we already have. Junk cars, vacant houses, garbage accumulations, and vacant properties will negate much of the marketing we are doing. Be creative, be consistent, and be forceful when necessary.

Continue to work on the completion of the trail. Expand the coalition to include Poweshiek County / Jasper County Board of Supervisors and Conservation Board. It will not be too many more years before the Grinnell portion will be complete. Encourage work on the 'rural' segments to proceed now opposed to waiting until the Grinnell segment is complete.

Employ smart efforts for employee recruitment and train employees with potential and willingness for advancement. Everyone should be head hunting all the time. Give the City Manager the green light to work with Department Heads to hire good employees when they are available – opposed to when there is an opening.

Continue the cemetery road improvements.

Update several key planning processes/documents such as the Grinnell Housing Study, Grinnell Comprehensive Land Use Plan, and possibly a comprehensive examination of the central business district to include building inventories, barriers to business development, opportunities for improvement, compilation of investment incentives, and related items.

Investigate the equitability of water charges – look at charging for fire sprinkler connections and charges for those that benefit from the water system without payment or via a very limited payment.

Improve the sanitary sewer collection system.

Develop a plan to locate, design, and finance an additional water tower for the community.

Improve upon the good relations with Grinnell College.

Maintain and operate new buildings impeccably. Maintain and operate old buildings the same way or get rid of some of them.

ORGANIZATIONAL EFFECTIVENESS

<p>Take advantage of technology only when there is an obvious benefit. Although many are touting the benefits of social networking sites, organizations that are great at person to person communication and building relationships that matter will be the successes in the future.</p>

<p>Department access to purchasing/budget software for direct entry of transaction with appropriate approval process and real time access to budget information.</p>
<p>Hire a professional I.T. staff person to coordinate I.T infrastructure.</p>
<p>Cooperate with Grinnell College, school officials, non-profit leaders, and citizens to identify and meet local needs.</p>
<p>Improve team work among all departments. If everyone is pulling in the same direction there is very little we cannot accomplish but even one person can be very disruptive to this effort. Celebrate one another's accomplishments.</p>
<p>Understand that communication is everyone's job, it flows in all directions. There is nothing that is not your job. Saying that no one told me is often another way to say "I was not engaged and should have been paying attention." Although you may feel it is someone else's job to keep you up to speed, you have a greater responsibility to be engaged and seek out information.</p>
<p>Create a system for electronic purchase orders that generate reports and feedback to managers that are tied to the annual budget.</p>
<p>I appreciate the open dialogue and honest feedback. I respect the Mayor, Council, and staff, especially the way almost everyone is interested in a positive manner in all aspects of what we do, not just items pertaining directly to a job title. Communication is important and we should all remain open to new ideas and possibilities.</p>
<p>Record the department head meetings and send recordings to those that miss.</p>
<p>The local government and citizens seem in step most of the time, likely the result of great citizens and quality elected officials, volunteers, and staff. I guess they are largely one in the same</p>
<p>Create opportunities for organizations funded by the city to visit with the Council. Eliminate conflicts either real or perceived with these organizations.</p>
<p>Create opportunities for staff to communicate with the City Council.</p>
<p>Strive to respond to inquiries in a timely manner and hold each other accountable.</p>
<p>Continue to distribute minutes of boards, commissions and other groups to give everyone a chance to stay informed.</p>

I WOULD LIKE TO SEE THE FOLLOWING ITEMS COMPLETED BEFORE I ...

- ✓ Appropriate and robust commercial development at I80 that does not compete with the downtown.
- ✓ Sale of 927 4th Avenue for appropriate redevelopment.
- ✓ New waste water plant capable of serving the community's long term needs with a design that is sustainable from a maintenance point and financially.
- ✓ New water tower at an appropriate location, of an appropriate size, and financed in an equitable manner.
- ✓ New water production plant.
- ✓ CBD reconstruction 100% complete.
- ✓ 100% of new construction designed and built with appropriate fire suppression.
- ✓ Resolution of the Veterans Building one way or another.
- ✓ Resolution of the ITM issues and proper repurposing.
- ✓ An ever improving sense of TEAM within all city functions.
- ✓ The best process possible to provide information to the public and strive to provide all equal access to participation in all processes involving the city.
- ✓ Construction of the central business district reconstruction complete and impeccable maintenance of this investment.
- ✓ A robust commercial and light manufacturing/business park at the I-80 and 146 interchange that is also supportive of the city center.
- ✓ Effective and financially viable uses for city buildings (this is paraphrasing many similar comments).
- ✓ Development of a new deep well.
- ✓ Upgrade to the water plant.
- ✓ Improve the community's Insurance Services Office (ISO) fire suppression rating to 3.
- ✓ Statewide awareness of Grinnell as a tourist destination and as a premier lifestyle choice.
- ✓ Retail leakage eliminated and strong surpluses in some categories of retail trade.
- ✓ Create an endowment/angel investment like fund that will set apart from other communities in the long term. It should provide both capital for business development and return for quality of life upgrades in the community.

These were not identified as priorities but each is assigned to a Council Committee and they may consider each item as their workloads or interest allow.

- 1. Improve the library grounds – Public Works and Grounds.**
- 2. Special emphasis on fire protection in the CBD – Public Safety.**
- 3. Rental housing inspection program in place – Public Safety.**
- 4. Fire inspections of large assembly areas (hotels, large apartment, etc.) – Public Safety.**

- 5. Continued investment in downtown buildings and more residents – parking – Finance.**
- 6. Development of a city endowment – used to make capital investments in Grinnell where possible with endowment and annual revenue used for operations - Finance.**
- 7. After all of these are completed apply for and receive All American City award - Planning.**
- 8. A professional city hall with state of the art council room, communication equipment, and adequate space to be in one location. Move toward paperless for office and council – Finance.**
- 9. 100% of residential buildings with working smoke detectors – Public Safety.**
- 10. Spring and fall clean up days – Public Works and Grounds.**
- 11. Improved parking options and availability in the CBD - Planning.**
- 12. Begin planning and investigation for the possibility of an overpass on the IIR – Public Works and Grounds.**

Exhibit B
AGENDA
CITY OF GRINNELL
GOAL SETTING SESSION - 2016

MONDAY, FEBRUARY 29, 2016

5:30 PM – 8:00 PM

Large Training Room Grinnell Public Safety Building

1. Introductions and Opening Comments
 - a. What makes Grinnell city government unique from other local government and why does it matter?
2. General Overview of the Meeting and the Goal Setting Process
 - a. Why are we doing this? What is different this year than in the past?
3. Review Recent City Accomplishments (2014 - 16)
 - a. Select two projects from the list of ACCOMPLISHMENTS that you think are noteworthy, one that you played a role in and another that you had a limited or no role. Please explain why you selected each one.
4. Review Issues, Concerns, Opportunities, and Trends
 - a. Please pick one in priority order and discuss.
5. Identify On-Going Priorities
6. Programs, Policies, Projects and Initiatives
7. Organizational Effectiveness
8. Review priority projects and set priorities.
 - a. I would like to be a champion for the following project(s)
_____.
9. Report to the Mayor and City Council – 2016 Goal Setting Process
 - a. Development of Action Plan
 - b. Importance of Quarterly Updates
10. Questions, comments, and suggestions
11. Adjourn

Exhibit C
CITY OF GRINNELL
GOAL SETTING SESSION – 2016
QUESTIONNAIRE

INTRODUCTION

The City of Grinnell’s Goal Setting Session will be held on Monday, February 29, 2016, in the large training room at the Public Safety Building 5:30 p.m. to 8:00 p.m. The purpose of the session will be to identify and prioritize the City’s overall goals and objectives for the next several years.

In order to prepare for this session, you are requested to identify key issues and potential objectives that will be reviewed and discussed at the session. Please complete all sections of this questionnaire. If you need additional space, please feel free to attach additional page(s).

Major Accomplishments

Please list the major city accomplishments over the past two years. These accomplishments could be as large as a street project or as simple as a newly adopted city policy. The items do not need to be in any particular order.

Issues, Concerns, Trends, and Opportunities

Please list specific issues, concerns, trends, and opportunities that affect future city services, policies, finances or operations (for example, loss of population, major new economic development success or resolving a policy question). You do not need to identify potential solutions to your concerns.

Significant Initiatives or Programs

Please list any initiatives, programs or policies that you think the City should consider in the next several years (for example, downtown revitalization, updating employee job descriptions, adopting a policy on open burning, conducting an annexation study, reviewing water and sewer rates, etc.)

Organizational Effectiveness

Please list several things that the Mayor/City Council and/or staff could do in the future to improve organizational effectiveness, decision-making process, teamwork and the ability to accomplish the City’s stated goals and objectives.

V. Before my term ends, before I retire, or before I move to new employment I would like to see the following items addressed, completed or resolved for the community:

RETURN OF QUESTIONNAIRE

Please return this questionnaire to Russ Behrens by Monday, February, 2016 at noon if possible – I know this is short notice. (Email is fine).



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
TUESDAY, JULY 5, 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 approving an engineering services agreement with Veenstra and Kimm, Inc of West Des Moines, Iowa for the West Avenue Sanitary Sewer Rehabilitation Project (See Resolution No. 2016-127).
2. Consider resolution approving contract change order No. 1 for additional work by adding approximately 75 sanitary sewer services from the existing sewer main to a distance of 10 feet beyond the back of the curb on both sides of the street; for the contract with Absolute Concrete of Slater, Iowa for the Highway 146 N Improvement Project (See Resolution No. 2016-128).
3. Consider resolution approving contract change order No. 2 for additional work with the addition of 30 installations of 12 foot of sewer main and 2 wyes for services facing opposite directions for the contract with Absolute Concrete of Slater, Iowa for the Highway 146 N Improvement Project (See Resolution No. 2016-129).
4. Consider resolution approving contract change order No. 3 for additional work for removal and replacement of 6" pipe from Sewer Manhole for the contract with Absolute Concrete of Slater, Iowa (See Resolution No. 2016-130).
5. Consider resolution authorizing payment of contractor's pay request No. 3 to Absolute Concrete of Slater, Iowa in the amount of \$386,445.54 for the Highway 146 Improvement Project (See Resolution No. 2016-131).
6. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$280,608.72 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-132).
7. Consider resolution authorizing payment of contractor's pay request No. 5 in the amount of \$212,027.65 to Garling Construction of Belle Plaine, Iowa for the CDBG Downtown Revitalization (See Resolution No. 2016-133).
8. Consider resolution authorizing payment of contractor's pay request No. 6 (retainage) in the amount of \$13,063.58 to Jasper Construction Services Inc. of Newton, Iowa for the 8th Avenue Pavement Replacement Project (See Resolution No. 2016-134).
9. Consider resolution approving contract change order No. 1 in the amount of \$9,771.24 for net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the UPRR Water Main Relocation Projection (See Resolution No. 2016-135).
10. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$105,026.05 to Con-Struct, Inc. of Marshalltown for work completed on the UPRR Water Main Relocation (See Resolution No. 2016-136).
11. Consider resolution authorizing payment of contractor's pay request No. 16 (Final) to Jasper Construction Services, Inc. of Newton, Iowa for work completed

on the Iowa Department of Transportation 146 Improvement Project (See Resolution No. 2016-137).

12. Consider resolution approving contract change order No. 1 in the amount of \$15,170.60 for an increase to the contract with Manatts Inc of Brooklyn for the 2016 Asphalt Patching Project (See Resolution No. 2016-138).
13. Consider resolution approving pay request No. 1 in the amount of \$68,101.60 to Manatts Inc of Brooklyn, Iowa for the work completed on the 2016 Asphalt Patching Project (See Resolution No. 2016-139).
14. Consider resolution making award of contract for the 10th Avenue HMA Inlay Project (See Resolution No. 2016-140).
15. Consider resolution making award of contract for the Industrial Avenue Rehabilitation Project (See Resolution No. 2016-141).

INQUIRIES:

ADJOURNMENT

RESOLUTION NO. 2016-127

A RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR WEST SIDE SANITARY SEWER REHABILITATION PROJECT

WHEREAS, the City has decided to secure professional services for preparing the construction plans and specifications as well engineering services for the West Side Sanitary Sewer Rehabilitation Project, and

WHEREAS, the consultant is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statues relating to the licensure of professional engineers.

WHEREAS, the agreement establishes the terms and conditions, scope of services, conditions and; and

NOW, THEREFORE, BE IT RESOLVED BY the City Council of Grinnell, Iowa, the Mayor and City Clerk are hereby directed to sign said agreement on behalf of the City of Grinnell with Veenstra and Kimm, Inc of West Des Moines, Iowa for the West Side Sanitary Sewer Rehabilitation Project.

PASSED AND APPROVED the 5th day of July, 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA WEST AVENUE SANITARY SEWER REHABILITATION PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the "**Owner**" or "**City**", party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the "**Engineers**,"

WITNESSETH: THAT WHEREAS, the City is now contemplating the rehabilitation of its sanitary sewer system along the West Avenue with said improvement being generally referred to as "**WEST AVENUE SANITARY SEWER REHABILITATION**", or the "**Project**," and

WHEREAS, the City desires to proceed with the design and construction of the Project, and

WHEREAS, the City desires to retain the Engineers to provide engineering design services and general administrative services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters in the Project. Such Agreement shall be subject to the following terms, conditions and stipulations to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall include the following improvements:
 - a. Rehabilitation of approximately 2,550 feet of the public sewer system along West Avenue between 6th Avenue and 11th Avenue.
 - b. Rehabilitation includes sewer main lining and service connection grouting.
 - c. The Project does not include the rehabilitation of private sewer services.
 - d. The Project scope does not include removal and replacement of pavement, storm sewers, water mains and other utilities except as required for replacement of the sanitary sewers.

The scope and extent of the improvements may be modified during the course of the design as necessary to be compatible with the overall design concept.

2. **DESIGN SURVEYS.** The Engineers shall use aerial photography for the development of plans. Detailed topographical surveys will not be used.
3. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City staff.
4. **MANHOLE INSPECTIONS.** The Engineers shall physically inspect the manholes within the project area, and develop repair recommendations, if needed, for each manhole. The City shall provide one person to assist the Engineer in locating, removing and reinstalling the manhole covers. The City shall locate and uncover all buried manholes prior to the inspection.
5. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, materials to be used, and the location and extent of the construction required.
6. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
7. **IDNR PERMIT.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain an Iowa Department of Natural Resources construction permit.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's fee set forth hereinafter.

- 8. ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders. The Engineers shall provide plans and specifications to approved contract plan rooms and other construction document depositories. The Engineers shall make available and distribute plans and specifications in accordance with Senate File 2389. The Owner shall reimburse the Engineers the cost for plans and distribution as required in Senate File 2389. The reimbursement for plans and distribution shall be distinct from, and not included in, the design fees set forth in this Agreement. The Engineers shall separately track and account for the cost of plans and distribution, and shall separately invoice the Owner for said costs as allowed under Senate File 2389. The Engineers shall assist in the bidding phase for the contract.
- 9. ENGINEERS' NOTICE.** In addition to the official publication to be published in the newspaper by the Owner, the Engineers shall prepare an Engineers' Notice and mail it at least three days before the publication in the newspaper. Said Engineers' Notice shall be mailed to contractors and subcontractors, plan rooms and suppliers from listings assembled by the Engineers from previous projects. The Owner shall have the right to inspect the list prior to mailing and delete any names it may deem to be in its best interest. It is understood and agreed that the Engineers' Notice is unofficial and is provided as a special service to prospective bidders, plan rooms and suppliers. It is also understood that the services include preparation and distribution of addenda to the Project.
- 10. BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
- 11. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:

 - a. Consult with and advise City of any problems which arise during construction.
 - b. Attend a preconstruction conference to be attended by the successful bidder, subcontractors, members of government agencies, utility representatives, and the City.
 - c. Assist in interpretation of plans and specifications.
 - d. Review drawings and data of manufacturers.

- e. Process and certify payment estimates of the Contractor to Owner.
 - f. Prepare and process necessary change orders or modifications to the construction contract.
 - g. Make routine and special trips to the Project site as required.
 - h. Make final reviews after the construction contract is completed to determine that the construction complies with the plans and specifications and certify that the review was made and that to the best of the knowledge and belief of the Engineers, the work on the contract has been substantially completed.
- 12. RESIDENT REVIEW.** Resident review is understood to include the detailed review of the work of the contractor and the review of materials and work for substantial compliance with the plans and specifications. It is understood resident review services will be performed by the City.
- 13. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
- a. The fee for engineering design services for the Project as set out in "**1. SCOPE OF PROJECT**" through "**10. BID OPENING AND AWARD OF CONTRACT**" shall be a fee on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project with a maximum not-to-exceed fee of Seven Thousand Five Hundred Dollars (\$7,500) without written authorization of the Owner.
 - b. The fee for engineering services during construction as set out in "**11. GENERAL SERVICES DURING CONSTRUCTION**" shall be a fee on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project with a maximum not-to-exceed fee of Five Thousand Seven Hundred Dollars (\$5,700) without written authorization of the Owner.
- 14. PAYMENT.** The fees shall be due and payable monthly.
- 15. LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

- 16. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:
- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - b. Services associated with easement acquisition, right-of-way acquisition, or condemnation proceedings.
 - c. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the City for construction of the Project.
 - d. Soil borings, soil testing and contaminated soil investigations.
 - e. Environmental and archaeological studies.
 - f. Construction staking.
 - g. Resident review and construction testing services.
 - h. Services for televising the sanitary sewer mains. The Engineers shall review the televising work performed to develop repair recommendations.
- 17. CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized. Compensation for any easement services shall be based on the standard hourly fees of the Engineers plus expenses incurred.
- 18. TIME OF COMPLETION.** The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City Administrator and Engineers. The Project design will be completed to allow for Spring 2014 construction.

19. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

20. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis:

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability*	1,000,000/2,000,000

The Owner is not to be named as an additional insured.

*Occurrence/Aggregate

21. TERMINATION. Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.

22. ASSISTANTS. It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.

23. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Greg J. Roth

By  _____

RESOLUTION NO. 2016-128

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 FOR ADDITIONAL WORK FOR THE CONTRACT WITH ABSOLUTE CONCRETE OF SLATER, IOWA FOR THE HIGHWAY 146 N IMPROVEMENT PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Absolute Concrete of Slater, Iowa, on February 15, 2016; and

WHEREAS, Absolute Concrete has submitted Contract Change Order No. 1 for additional work by adding approximately 75 sanitary sewer services from the existing sewer main to a distance of 10 feet beyond the back of the curb on both sides of the street; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 5th day of July, 2016 that the contract has added additional work by adding approximately 75 sanitary sewer services from the existing sewer main to a distance of 10 feet beyond the back of the curb on both sides of the street in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



Form 830240 (11-15)

CONTRACT MODIFICATION

	Part	Non-
Non-Substantial	<input type="checkbox"/>	Part
Substantial	<input checked="" type="checkbox"/>	

No: 1

Concurrence Date

Contract ID: _____ County: Poweshiek
 Accounting ID: _____ Project No: STPN-146-2(35)--2J-79
 Kind of Work: PCC Pavement - Grade and Replace Date Prepared: May 11 2016
 Contractor: Absolute Concrete Corp

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

7001 to 7002 - Adding approximately 75 sanitary sewer services from the existing sewer main to a distance of 10 feet beyond the back of curb on both sides of the street.

B – Reason for change or extra work:

7001 to 7002 - The change came about due to increasing interest by property owners to have their service replaced. The City video inspected 14 random services to find all in some state of disrepair.

Contract Time Adjustment: No Time Added Time Added _____ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: [Signature] 5/26/16 Date
 Contractor
 Acknowledged: [Signature] 5/31/16 Date
 Recommended: [Signature] 5/31/16 Date
 Project Engineer District 1

Approved: [Signature] 5/31/16 Date
 District Staff
 Approved: _____ Date
 Central Office (when Applicable)
[Signature]

Federal Participation Approved Not Eligible
 FHWA Concurrence: _____ Date
 FHWA (if required)



Form 830240 (11-15)

Accounting ID: _____

C-1 – Settlement for cost of work to be made as follows:

Contract Modification No: 1

Agreed unit prices will include all materials, labor, etc. to connect to existing main, backfill with granular per specifications, connect to existing service per City standards and other miscellaneous work as needed to complete each service. Other items within the contract that are not used will be void. Each unit will be treated on an 'each' cost based on unit prices established in the bidding process but will not be used.

C-2 – Justification for cost(s):

These prices compare favorably to previously awarded projects in the area as well as this project's awarded unit costs.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7001	4 inch diameter sanitary sewer service, 10 ft. beyond back of curb	\$ 5,340.000	40.000	\$ 213,600.00
7002	6 inch diameter sanitary sewer service, 10 ft. beyond back of curb	\$ 5,500.000	35.000	\$ 192,500.00
7				
7				
7				
7				
7				
7				
TOTAL				\$ 406,100.00

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
TOTAL						\$ 0.00

RESOLUTION NO. 2016-129

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 2 FOR ADDITIONAL WORK DUE TO THE CONDITION OF SANITARY SEWER LINES FOR THE CONTRACT WITH ABSOLUTE CONCRETE OF SLATER, IOWA FOR THE HIGHWAY 146 N IMPROVEMENT PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Absolute Concrete of Slater, Iowa, on February 15, 2016; and

WHEREAS, Absolute Concrete has submitted Contract Change Order No. 2 for addition of 30 installations of 12 foot of sewer main and 2 wyes for services facing opposite directions; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 2; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 5th day of July, 2016 that the contract has added additional work due to the condition of sanitary sewer lines in accordance with Contract Change Order No. 2 is hereby approved as executed.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

CONTRACT MODIFICATION

Non-Substantial Part Non-Part
 Substantial Part

No: 2

Concurrence Date _____

Contract ID: _____ County: Poweshiek
 Accounting ID: _____ Project No: STPN-146-2(35)--2J-79
 Kind of Work: PCC Pavement - Grade and Replace Date Prepared: June 24, 2016
 Contractor: Absolute Concrete Corp

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

7003 - Adding approximately 30 installations for the replacement of 12 foot of sewer main and 2 wyes for services facing opposite directions. This will only be used for poor conditioned existing connections to the new services.

B – Reason for change or extra work:

7003 - It was found that a signification portion of the connections for the new sanitary sewer services were in poor repair and needed to replaced. This was found after opening up the first several holes for connecting new services to the old main.

Contract Time Adjustment: No Time Added Time Added _____ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: [Signature]
 Contractor

6/24/16
 Date

Acknowledged: [Signature]
 Recommended: [Signature]
 Project Engineer District 1

6/29/16
 Date

Approved: [Signature]
 District Staff
Veenstra & Kimm, Inc

6/29/16
 Date

Approved: _____
 Central Office (when Applicable)
City of Grimes

 Date

Federal Participation Approved Not Eligible

FHWA Concurrence: _____
 FHWA (if required) _____
 Date _____

Accounting ID: _____

C-1 – Settlement for cost of work to be made as follows:

Contract Modification No: 2

The agreed unit prices will include all materials, labor, etc. to replace a pair of wyes and 12 foot of sanitary main associated with the replacement of services along this project. This work is associated with Contract modification 1 for this project and will be used only for those areas requiring replacement. The work unit will be treated as an 'each' basis.

C-2 – Justification for cost(s):

These price compare favorably to those of previously let projects as well as unit prices within this contract.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7003	Replace pair of wyes and associated sewer main	\$ 3,000.000	30.000	\$ 90,000.00
7				
7				
7				
7				
7				
7				
7				
TOTAL				\$ 90,000.00

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
TOTAL						\$ 0.00

RESOLUTION NO. 2016-130

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 3 FOR ADDITIONAL WORK TO REMOVE AND REPLACE 6" PIPE FROM SEWER MANHOLE WITH ABSOLUTE CONCRETE OF SLATER, IOWA FOR THE HIGHWAY 146 N IMPROVEMENT PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Absolute Concrete of Slater, Iowa, on February 15, 2016; and

WHEREAS, Absolute Concrete has submitted Contract Change Order No. 3 for additional work for removal and replacement of 6" pipe from Sewer Manhole; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 3; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 5th day of July, 2016 that the contract has added additional work for removal and replacement of 6" pipe from sewer manhole with Contract Change Order No. 3 is hereby approved as executed.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

CONTRACT MODIFICATION

Non-Substantial Non-Part Part
 Substantial

No: 3

Concurrence Date _____

Contract ID: _____ County: Poweshiek
 Accounting ID: _____ Project No: STPN-146-2(35)--2J-79
 Kind of Work: PCC Pavement - Grade and Replace Date Prepared: June 24, 2016
 Contractor: Absolute Concrete Corp

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

Remove and Replace 6" Pipe from Sewer Manhole 4330 going east to existing manhole not shown on plans.

B – Reason for change or extra work:

This short run of pipe was not documented by the City or in the plans and needed to be replaced due to condition.

Contract Time Adjustment: No Time Added Time Added _____ To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: [Signature] 6/24/16 Date Acknowledged: [Signature] 6/29/16 Date
 Contractor Date Recommended: Project Engineer District 1 Date

Approved: [Signature] 6/29/16 Date [Signature] Date
 District Staff Central Office (when Applicable)
Veenstra & Kimm, Inc City of Grinnell

Federal Participation Approved Not Eligible FHWA Concurrence: _____ Date
 FHWA (if required)

Accounting ID: _____

C-1 – Settlement for cost of work to be made as follows:

Contract Modification No: 3

The agreed unit prices will include all materials, labor, etc. to replace a stretch of unknown 6 inch sewer main near the intersection of 8th Avenue and West Street (Hwy 146) This work is associated other utility work associated with the project. The work unit will be treated as an 'Lump Sum' basis.

C-2 – Justification for cost(s):

These price compare favorably to those of previously let projects as well as unit prices within this contract.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7004	Remove and Replace 6" Sewer Pipe	\$ 8,433.150	1.000	\$ 8,433.15
7				
7				
7				
7				
7				
7				
7				
TOTAL				\$ 8,433.15

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
TOTAL						\$ 0.00

RESOLUTION NO. 2016-131

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 IN THE AMOUNT OF \$386,445.54 TO ABSOLUTE CONCRETE OF SLATER, IOWA FOR THE HIGHWAY 146 NORTH CONSTRUCTION PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Absolute Concrete of Slater, Iowa, on February 15, 2016; and

WHEREAS, Pay Estimate No. 3 has been initiated by the City of Grinnell and Absolute Concrete; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 3; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$386,445.54 to Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project.

Passed and adopted this 6th day of June, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center: PCC Pavement - Grade and Replace
Type of Work: 6/23/2016
Date of This Est.: 3
Estimate No.: 4 Total
Sheet No.:

Contract No.: Poweshiek
County: STPN-146-2(35)--2J-79
Project No.:
Accounting ID:
Payable To: Absolute Concrete
Address: Slater, Iowa

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)			AMOUNTS (EWO'S INCLUDED)			% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	CONTRACT	ACTUAL	
1	2101-0850002	CLEAR+GRUBB	UNIT	15.000	434	288.000	6,510.00	4,320.00	66.36%		
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	19.500	1835		35,782.50				
3		TOPSOIL, STRIP, SALVAGE+SPREAD	CY	19.500	1181	336.000	23,029.50	6,552.00	28.45%		
4	2107-0875000	COMPACTION W/MOISTURE+DENSITY CONTROL	CY	9.500	1835		17,492.50				
5	2115-0100000	MODIFIED SUBBASE	CY	42.000	1835		77,070.00				
6	2123-7450020	SHLD FINISH, EARTH	STA	275.000	38.6		10,615.00				
7	2301-1033080	STD/S-F PCC PAVT, CL C CL 3, 8"	SY	58.500	9386		549,081.00				
8	2402-0425031	GRANULAR BACKFILL	TON	20.000	3900	1,786.400	78,000.00	35,728.00	45.81%		
9		MANHOLE, SAN SWR, SW-301, 48"	EACH	3,145.000	5	3.000	15,725.00	9,435.00	60.00%		
10		MANHOLE, STORM SWR, SW-403	EACH	7,200.000	5	3.000	36,000.00	21,600.00	60.00%		
11		INTAKE, SW-508	EACH	3,750.000	21	4.000	78,750.00	15,000.00	19.05%		
12		INTAKE, SW-511	EACH	2,765.000	1		2,765.00				
13		INTAKE, SW-541	EACH	5,450.000	1		5,450.00				
14		MANHOLE ADJUSTMENT, MINOR	EACH	1,400.000	1		1,400.00				
15		SUBDRAIN, PERFORATED PLASTIC PIPE, 6"	LF	23.250	3008		69,936.00				
16		SUBDRAIN OUTLET, DR-303	EACH	175.100	22		3,852.20				
17		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	121.000	18	18.000	2,178.00	2,178.00	100.00%		
18		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 15"	LF	42.000	1011	48.000	42,462.00	2,016.00	4.75%		
19		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 18"	LF	49.000	621	16.000	30,429.00	784.00	2.58%		
20		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 21"	LF	95.000	39		3,705.00				
21		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 24"	LF	84.000	355	355.000	29,820.00	29,820.00	100.00%		
22		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 30"	LF	105.000	275	275.000	28,875.00	28,875.00	100.00%		
23		STORM SWR G-MAIN, TRENCHED, RCP 2000D, 36"	LF	110.000	265	273.000	29,150.00	30,030.00	103.02%		
24		RMV STORM SWR PIPE LE 36"	LF	25.000	187	85.000	4,675.00	2,125.00	45.45%		
25		STORM SWR ABANDONMENT, FILL+PLUG, LE 36"	LF	5.500	846		4,653.00				
26		SAN SWR SERVICE STUB, PVC, 4"	LF	41.750	175	50.000	7,306.25	2,087.50	28.57%		

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center: PCC Pavement - Grade and Replace
Date of This Est.: 6/23/2016
Estimate No.: 3
Sheet No.: 4 Total

Contract No.: Poweshiek
Project No.: STPN-146-2(35)--2J-79
Accounting ID:

Payable To: Absolute Concrete
Address: Slater, Iowa

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
27		RMVL OF PAVT	SY	6.500	9820	5,451.000	63,880.00	35,431.50	55.51%
28		RMVL OF INTAKE+UTILITY ACCESS	EACH	800.000	20	10.000	16,000.00	8,000.00	50.00%
29	2511-6745900	RMVL OF SIDEWALK	SY	6.000	2066	455.000	12,396.00	2,730.00	22.02%
30	2511-7526005	SIDEWALK, PCC, 5"	SY	45.500	2130		96,915.00		
31	2511-7526006	SIDEWALK, PCC, 6"	SY	55.000	233		12,815.00		
32		DETECTABLE WARNING	SF	40.000	300		12,000.00		
33		SURF, DRIVEWAY, CL A CR STONE	TON	22.000	10		220.00		
34		DRIVEWAY, PCC, 6"	SY	55.500	1561.6		86,668.80		
35		RMVL OF PAVED DRIVEWAY	SY	6.000	982.5	574.200	5,895.00	3,445.20	58.44%
36		SAFETY CLOSURE	EACH	100.000	13	7.000	1,300.00	700.00	53.85%
37		FENCE, SAFETY	STA	450.000	10		4,500.00		
38		RMV+REINSTALL SIGN	EACH	125.000	23		2,875.00		
39	2526-8285000	CONSTRUCTION SURVEY	LS	30,000.000	1	0.300	30,000.00	9,000.00	30.00%
40		PAINTED PAVT MARK, WATERBORNE/SOLVENT	STA	63.500	62.7		3,981.45		
41	2528-8445110	TRAFFIC CONTROL	LS	20,000.000	1	0.400	20,000.00	8,000.00	40.00%
42		FLAGGER	EACH	500.000	5		2,500.00		
43	2533-9800005	MOBILIZATION	LS	155,000.000	1	1.100	155,000.00	170,500.00	110.00%
44		SPOT REPAIR BY PIPE RPLC, BY COUNT	EACH	840.000	8	3.000	6,720.00	2,520.00	37.50%
45		SPOT REPAIR BY PIPE RPLC, BY LF	LF	88.500	157	89.000	13,894.50	7,876.50	56.69%
46		WATER MAIN, TRENCHED, DIP, 4"	LF	152.250	17	17.000	2,588.25	2,588.25	100.00%
47		WATER MAIN, TRENCHED, DIP, 12"	LF	83.500	820	800.000	68,470.00	66,800.00	97.56%
48		WATER MAIN, TRENCHED, PVC, 8"	LF	43.000	122	70.000	5,246.00	3,010.00	57.38%
49		WATER MAIN, TRENCHED, PVC, 12"	LF	50.000	1777	530.000	88,850.00	26,500.00	29.83%
50	2511-7528101	FITTINGS BY COUNT, DI, 8" 45 DEG BEND	EACH	473.000	8		3,784.00		
51		FITTINGS BY COUNT, DI, 12" 45 DEG BEND	EACH	816.000	8		6,528.00		
52	2515-2475006	FITTINGS BY COUNT, DI, 4" 90 DEG BEND	EACH	420.000	1		420.00		

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center: PCC Pavement - Grade and Replace
Type of Work: 6/23/2016
Date of This Est.: 3
Estimate No.: 4 Total
Sheet No.:

Payable To: Absolute Concrete
Address: Slater, Iowa
Contract No.: Poweshiek
County: STPN-146-2(35)--2J-79
Project No.:
Accounting ID:

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)			AMOUNTS (EWO'S INCLUDED)		
					CONTRACT	ACTUAL	ACTUAL	CONTRACT	ACTUAL	% OF CONTRACT
53	2515-6745600	FITTINGS BY COUNT, DI, 8" 90 DEG BEND	EACH	631.500	4			2,526.00		
54	2518-6910000	FITTINGS BY COUNT, DI, 12" 90 DEG BEND	EACH	1,013.000	3			3,039.00		
55	2524-6765010	FITTINGS BY COUNT, DI, 12" CAP	EACH	539.000	2	1,000		1,078.00	539.00	50.00%
56	2526-8285000	FITTINGS BY COUNT, DI, 12" X 8" CROSS	EACH	1,645.000	1	1,000		1,645.00	1,645.00	100.00%
57	2528-8445110	FITTINGS BY COUNT, DI, 12" X 12" CROSS	EACH	2,088.000	1			2,088.00		
58	2533-4980005	FITTINGS BY COUNT, DI, 8" X 4" REDUCER	EACH	395.000	2			790.00		
59		FITTINGS BY COUNT, DI, 12" X 4" TEE	EACH	1,250.000	1	1,000		1,250.00	1,250.00	100.00%
60		FITTINGS BY COUNT, DI, 12" X 12" TEE	EACH	1,270.000	2			2,540.00		
61		WATER SERVICE STUB, COPPER, 1"	EACH	600.000	61			36,600.00		
62		VALVE, GATE, DIP, 4"	EACH	950.000	1	1,000		950.00	950.00	100.00%
63		VALVE, GATE, DIP, 8"	EACH	1,540.000	2	2,000		3,080.00	3,080.00	100.00%
64		VALVE, GATE, DIP, 12"	EACH	2,350.000	9	4,000		21,150.00	9,400.00	44.44%
65		FIRE HYDRANT ASSEMBLY, WM-201	EACH	4,800.000	5	3,000		24,000.00	14,400.00	60.00%
66		LIGHTING POLE, L-1	EACH	6,350.000	19			120,650.00		
67		LIGHTING POLE, L-2	EACH	6,575.000	5			32,875.00		
68		REMOVE FIRE HYDRANT ASSEMBLY	EACH	705.000	5			3,525.00		
69		SANITARY SEWER SERVICE STUB	EACH	1,052.400	5	1,000		5,262.00	1,052.40	20.00%
70		STORM SEWER SERVICE STUB	EACH	300.000	58			17,400.00		
71		STORM SEWER SERVICE STUB	LF	17.500	1065			18,637.50		
72		WATER SERVICE PIPE, COPPER, 1"	LF	32.000	2002			64,064.00		
73	2599-9999010	CABINET, LIGHTING SYSTEM	LS	6,000.000	1			6,000.00		
74	2599-9999010	ELECTRICAL SYSTEM	LS	30,500.000	1			30,500.00		
75		BRICK PAVERS, STYLE 1	SF	18.000	2044			36,792.00		
76		SAND SETTING BED	SF	1.250	2044			2,555.00		
77		MULCH, BONDED FIBER MATRIX	ACRE	2,800.000	1.5			4,200.00		
78		SEED+FERTILIZE (URBAN)	ACRE	3,500.000	1.5			5,250.00		

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center:
Type of Work: PCC Pavement - Grade and Replace
Date of This Est.: 6/23/2016
Estimate No.: 3
Sheet No.: 4 Total

Contract No.: Poweshiek
Project No.: STPN-146-2(35)-2J-79
Accounting ID:

Payable To: Absolute Concrete
Address: Slater, Iowa

Project Covered Under General Supplemental Specification xxxxx

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
79		PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	LF	2.250	2460		5,535.00		
80		RMVL OF PERIMETER+SLOPE SEDIMNT CNTL DEV	LF	0.450	2460		1,107.00		
81		MOBILIZATION, EROSION CONTROL	EACH	500.000	1		500.00		
82		MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	750.000	2		1,500.00		
83		MULCH, WOOD CHIP	CY	25.000	65		1,625.00		
84		TREE, FURN+INSTALL (WITH WARRANTY)	EACH	395.000	35		13,825.00		
7001		4 inch Sanitary Sewer Service	Each	5,340.000	40	5,000	213,600.00	26,700.00	
7002		6 inch Sanitary Sewer Service	Each	5,500.000	35	30,000	192,500.00	165,000.00	
7003		CO 2 Item	Each	3,000.000	30	7,000	90,000.00	21,000.00	
7004		6 inch Sewer Replacement	LS	8,433.150	1	1,000	8,433.15	8,433.15	

We, the undersigned certify that the items and amount listed hereon are true and correct to the best of our knowledge.

(*Greg Roth*) _____ Date 6/30/16

Absolute Concrete
(*Drew Roberts*) _____ Date 6/30/16

City of Grinnell
_____ Date _____

Original Contract Amount \$2,390,587.45
Approved Contract Amount \$2,895,120.60

\$ 791,101.50 27.33%

Total Completed To Date = \$ 791,101.50
Amount Retained @ 3% = \$ 23,733.05
Eligible Amount = \$ 767,368.46
Previously Reimbursed = \$ 380,922.92
Amount Due & Payable = \$ 386,445.54

RESOLUTION NO. 2016-132

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 2 IN THE AMOUNT OF \$280,608.72 TO CON-STRUCT INC OF MARSHALLTOWN, IOWA FOR THE CENTRAL BUSINESS DISTRICT PHASE 5 PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc. of Marshalltown, Iowa, on March 21, 2016 for the Central Business District Phase 5 Project; and

WHEREAS, Pay Estimate No. 2 has been initiated by the City of Grinnell and Con-Struct, Inc of Marshalltown, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 2; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$280,608.72 to for the Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

Con-Struct Inc.

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Partial Payment Estimate No. 2							
Grinnell CBD Improvements Phase 5							
							Ending 6/24/16
Item No.	Description Of Item On Which Item Is Based	Bid Quantity	To Date Quantity	Period Quantity	Unit	Unit Price	Total Completed To Date
Base Bid							
1.1	Construction Staking	1	0.15	0.05	LS	\$38,200.00	\$5,730.00
1.2	Traffic Control	1	0.15	0.05	LS	\$25,000.00	\$3,750.00
1.3	Mobilization	1	0.15	0.05	LS	\$150,000.00	\$22,500.00
1.4	Clearing and Grubbing	1			LS	\$10,000.00	\$0.00
1.5	Erosion Control and Pollution Prevent Plan	1	0.15	0.05	LS	\$14,000.00	\$2,100.00
1.6	Safety Closure	22	4.00	4.00	EA	\$110.00	\$440.00
1.7	Safety Fence	30	16.00		STA	\$500.00	\$8,000.00
1.8	Signing	1			LS	\$20,000.00	\$0.00
1.9	Unclassified Excavation	1	0.15	0.05	LS	\$150,000.00	\$22,500.00
1.10	Surfacing Removal	21679	4285.00		SY	\$7.00	\$29,995.00
1.11	Granular Backfill	4500	731.55		TONS	\$18.00	\$13,167.90
1.12	Sodding	450			SQ	\$78.00	\$0.00
1.13	Temporary Granular Surfacing	150			TONS	\$35.00	\$0.00
1.14	16" Water Main in 30" Steel casing Augered in Place	62			LF	\$450.00	\$0.00
1.15	Removal of Sewer						
1.15.1	Storm Sewer <= 36"	316	140.00		LF	\$20.00	\$2,800.00
1.15.2	Storm Sewer >36"	25			LF	\$50.00	\$0.00
1.15.3	Storm Sewer <36"	76			LF	\$20.00	\$0.00
1.16	Removal of Intakes and Manholes	13	5.00		EA	\$700.00	\$3,500.00
1.17	Connection to Existign Water System	6			EA	\$10,000.00	\$0.00
1.18	Water Main in Open Cut						
1.18.1	8" PVC	N/A			LF	\$62.00	\$0.00
1.18.2	12" DI	100			LF	\$155.00	\$0.00
1.18.3	12" PVC	555			LF	\$65.00	\$0.00
1.18.4	16" DI	275			LF	\$165.00	\$0.00
1.18.5	16" PVC	290			LF	\$85.00	\$0.00
1.19	12" Water Main Directional Drilled	390			LF	\$120.00	\$0.00
1.20	Water Service Connection						
1.20.1	2"	5			EA	\$2,400.00	\$0.00
1.20.2	6"	5			EA	\$5,000.00	\$0.00
1.21	Directional Bored Water Service Pipe	90			LF	\$100.00	\$0.00
1.22	Valve and Valve Box						
1.22.1	6" Gate	1			EA	\$1,100.00	\$0.00
1.22.2	8" Gate	N/A			EA	\$1,400.00	\$0.00
1.22.3	12" Gate	7			EA	\$2,300.00	\$0.00
1.22.4	16" Gate	2			EA	\$6,000.00	\$0.00
1.23	Hydrant Assembly	2			EA	\$4,500.00	\$0.00
1.24	Removal of Hydrant	1			EA	\$650.00	\$0.00
1.25	8" Sanitary Sewer Pipe in Open Cut	76			LF	\$90.00	\$0.00
1.26	Storm Sewer Pipe in Open cut						
1.26.1	12" RCP Class 3	113	43.00		LF	\$55.00	\$2,365.00
1.26.2	12" RCP Class 4	116			LF	\$60.00	\$0.00
1.26.3	15" RCP Class 3	139	38.00		LF	\$60.00	\$2,280.00
1.26.4	18" RCP Class 3	174	131.00		LF	\$62.00	\$8,122.00
1.26.5	24" RCP Class 3	21	6.00		LF	\$80.00	\$480.00
1.26.6	48" RCP Class 3	25			LF	\$300.00	\$0.00
1.27	Sewer Service Investigation	10			EA	\$1,500.00	\$0.00
1.28	6" Sanitary Sewer Service in Open Cut	10			EA	\$2,500.00	\$0.00
1.29	Manhole Adjustment						
1.29.1	Sanitary Sewer, Minor	3	2.00	2.00	EA	\$2,000.00	\$4,000.00
1.29.2	Storm Sewer, Minor	3			EA	\$1,500.00	\$0.00
1.29.3	Water, Minor	1			EA	\$1,000.00	\$0.00
1.30	Manhole						
1.30.1	SW-301, Sanitary	1			EA	\$4,500.00	\$0.00
1.30.2	SW-401, Storm	2	1.00		EA	\$5,500.00	\$5,500.00
1.30.3	SW-402, Storm	1			EA	\$7,500.00	\$0.00
1.31	Storm Sewer Intake						
1.31.1	SW-507	7	4.00	2.00	EA	\$3,600.00	\$14,400.00
1.31.2	SW-508	1			EA	\$3,800.00	\$0.00
1.31.3	SW-508 Modified	2			EA	\$7,500.00	\$0.00

RESOLUTION NO. 2016-133

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 5 IN THE AMOUNT OF \$212,027.65 TO GARLING CONSTRUCTION INC. OF GRINNELL, IOWA FOR THE CDBG DOWNTOWN REVITALIZATION FAÇADE PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Garling Construction of Belle Plaine, Iowa, on September 21, 2015 for the CDBG Downtown Revitalization Façade Project; and

WHEREAS, Pay Estimate No. 5 has been initiated by the City of Grinnell and Garling Construction Inc of Belle Plaine, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 5; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$212,027.65 to for the Garling Construction of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

PAYMENT APPLICATION

TO: City of Grinnell 927 4th Avenue Grinnell, Iowa 50012 Attn: Accounts Payable FROM: Garling Construction, Inc 1120 11th Street Belle Plaine, IA 52208 FOR: General Construction	PROJECT 5395-15 NAME AND LOCATION: Grinnell Façade Rehabilitation 927 4th Ave Grinnell, Iowa 50012 ARCHITECT: RDG IA Inc 301 Grand Ave Des Moines, Iowa 50309-1718	APPLICATION # 5 PERIOD THRU: 06/28/2016 PROJECT #s: 5395-15 DATE OF CONTRACT: 08/24/2015	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$982,000.00
2. SUM OF ALL CHANGE ORDERS	(\$40,013.00)
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$941,987.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$438,662.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$21,933.10
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$21,933.10
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$416,728.90
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$204,701.25
8. PAYMENT DUE	\$212,027.65
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$525,258.10

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$67,093.00	(\$113,949.00)
Total approved this month	\$6,843.00	\$0.00
TOTALS	\$73,936.00	(\$113,949.00)
NET CHANGES	(\$40,013.00)	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

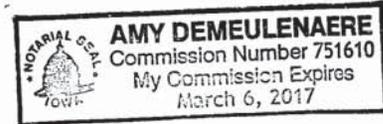
CONTRACTOR: Garling Construction, Inc

By: *[Signature]* Date: 06/28/2016
 Douglas J. DeMeulenaere, President

State of: Iowa

County of: Benton

Subscribed and sworn to before me this 28th day of June 2016



Notary Public: *[Signature]*
 My Commission Expires: 03/06/2017

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Scotney Fenton

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PROJECT: 5395-15
Grinnell Façade Rehabilitation

APPLICATION #: 5
DATE OF APPLICATION: 06/28/2016
PERIOD THRU: 06/28/2016
PROJECT #s: 5395-15

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Address: 815	\$120,212.00	\$36,951.00	\$35,176.00	\$0.00	\$72,127.00	60.0%	\$48,085.00	
2	Address: 817	\$165,824.00	\$29,194.00	\$53,718.00	\$0.00	\$82,912.00	50.0%	\$82,912.00	
3	Address: 819	\$93,294.00	\$42,052.00	\$17,424.00	\$0.00	\$59,476.00	63.8%	\$33,818.00	
4	Address: 824	\$21,747.00	\$11,086.00	\$5,061.00	\$0.00	\$16,147.00	74.2%	\$5,600.00	
5	Address: 829	\$74,178.00	\$4,030.00	\$15,148.00	\$0.00	\$19,178.00	25.9%	\$55,000.00	
6	Address: 831	\$102,062.00	\$22,751.00	\$30,311.00	\$0.00	\$53,062.00	52.0%	\$49,000.00	
7	Address: 835	\$54,004.00	\$9,610.00	\$15,150.00	\$0.00	\$24,760.00	45.8%	\$29,244.00	
8	Address: 837	\$65,265.00	\$3,110.00	\$8,230.00	\$0.00	\$11,340.00	17.4%	\$53,925.00	
9	Address: 917	\$45,908.00	\$2,610.00	\$0.00	\$0.00	\$2,610.00	5.7%	\$43,298.00	
10	Address: 919	\$95,731.00	\$3,710.00	\$0.00	\$0.00	\$3,710.00	3.9%	\$92,021.00	
11	Address: 923	\$143,775.00	\$8,110.00	\$39,400.00	\$0.00	\$47,510.00	33.0%	\$96,265.00	
100.1	Change Order 1	(\$113,949.00)	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	(\$113,949.00)	
100.2	Change Order 2	\$22,112.00	\$1,610.00	\$0.00	\$0.00	\$1,610.00	7.3%	\$20,502.00	
100.3	Change Order 3	\$44,981.00	\$40,651.00	\$3,569.00	\$0.00	\$44,220.00	98.3%	\$761.00	
100.4	Change Order 4	\$6,843.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$6,843.00	
TOTALS		\$941,987.00	\$215,475.00	\$223,187.00	\$0.00	\$438,662.00	46.6%	\$503,325.00	

RESOLUTION NO. 2016-134

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 6 (RETAINAGE) IN THE AMOUNT OF \$13,063.58 TO JASPER CONSTRUCTION SERVICES INC OF NEWTON, IOWA FOR THE 8TH AVENUE PAVEMENT REPLACEMENT PROJECT - STP-U-3127(627)—70-79.

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction Services, Inc., of Newton, Iowa, on March 3rd, 2014; and

WHEREAS, Pay Estimate No. 6 (final) has been initiated by the City of Grinnell and Jasper Construction Services Inc.; and

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

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$13,063.58 to Jasper Construction Services Inc of Newton, Iowa for 8th Avenue Pavement Replacement Project.

Passed and adopted this 5th day of July, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - 8TH AVENUE, SPENCER STREET TO WEST OF HWY 146

Contract No.: 79-3127-627
County: Poweshiek
Project No.: STP-U-3127 (627)--70-79
Accounting ID: 31923

Cost Center:
Type of Work: HMA Pavement - Replace
Date of This Est.: 5/27/2016
Estimate No.: 6 (Release Retainage)
Sheet No.: 2 Total

Payable To: Jasper Construction Services, Inc.
Address: Newton, Iowa

Project Covered Under General Supplemental Specification 12004				QUANTITIES (EWO'S INCLUDED)			AMOUNTS (EWO'S INCLUDED)			% OF CONTRACT
LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	CONTRACT	ACTUAL	CONTRACT	ACTUAL		
0010	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	25.000	575.000	575.000	14,375.00	14,375.00	100.00%	
0020	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	30.000	43.000	43.000	1,290.00	1,290.00	100.00%	
0030	2107-0875000	COMPACTION W/MOISTURE & DENSITY CONTROL	CY	10.000	575.000	575.000	5,750.00	5,750.00	100.00%	
0040	2115-0100000	MODIFIED SUBBASE	CY	32.000	575.000	575.000	18,400.00	18,400.00	100.00%	
0050	2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	SY	68.000	54.000	46.000	3,672.00	3,128.00	85.19%	
0060		HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), BASE COURSE, 3/4 IN. MIX	TON	67.500	529.000	618.590	35,707.50	41,754.83	116.94%	
0070		HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), INTERMEDIATE COURSE, 1/2 IN. MIX	TON	69.250	353.000	330.160	24,445.25	22,863.58	93.53%	
0080		HOT MIX ASPHALT MIXTURE (1,000,000 ESAL), SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION	TON	69.250	353.000	410.650	24,445.25	28,437.51	116.33%	
0090		ASPHALT BINDER, PG 58-28	TON	645.000	74.000	82.530	47,730.00	53,231.85	111.53%	
0100		HOT MIX ASPHALT PAVEMENT SAMPLES	LUMP	1,200.000	1.000	1.000	1,200.00	1,200.00	100.00%	
0110		INTAKE, SW-501	EACH	3,400.000	2.000	2.000	6,800.00	6,800.00	100.00%	
0120		MANHOLE ADJUSTMENT, MINOR	EACH	500.000	10.000	9.000	5,000.00	4,500.00	90.00%	
0130		SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	15.000	2,250.000	2,006.000	33,750.00	30,090.00	89.16%	
0140		SUBDRAIN OUTLETT (RF-19c)	EACH	650.000	8.000	4.000	5,200.00	2,600.00	50.00%	
0150		STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	200.000	8.000	8.000	1,600.00	1,600.00	100.00%	
0160		REMOVAL OF PAVEMENT	SY	15.000	3,302.000	3,302.000	49,530.00	49,530.00	100.00%	
0170		REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	1,500.000	3.000	3.000	4,500.00	4,500.00	100.00%	
0180	2511-6745900	REMOVAL OF SIDEWALK	SY	18.000	139.000	139.000	2,502.00	2,502.00	100.00%	
0190	2511-7526004	SIDEWALK, P.C. CONCETE, 4 IN.	SY	55.000	454.000	475.300	24,970.00	26,141.50	104.69%	
0200	2511-7528101	DETECTABLE WARNINGS	SF	40.000	180.000	180.000	7,200.00	7,200.00	100.00%	
0210		CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	48.000	252.000	328.300	12,096.00	15,758.40	130.28%	
0220	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	64.000	100.000	92.200	6,400.00	5,900.80	92.20%	
0230	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	20.000	102.000	102.000	2,040.00	2,040.00	100.00%	
0240	2518-6910000	SAFETY CLOSURE	EACH	110.000	7.000	7.000	770.00	770.00	100.00%	
0250	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	140.000	5.000	6.000	700.00	840.00	120.00%	

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - 8TH AVENUE: SPENCER STREET TO WEST OF HWY 146

Contract No.: 79-3127-627
County: Poweshiek
Project No.: STP-U-3127 (627)--70-79
Accounting ID: 31923

Payable To: Jasper Construction Services, Inc.
Address: Newton, Iowa

Cost Center:
Type of Work: HMA Pavement - Replace
Date of This Est.: 5/27/2016
Estimate No.: 6 (Release Retainage)
Sheet No.: 2 Total

Project Covered Under General Supplemental Specification 12004

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)			AMOUNTS (EWO'S INCLUDED)			% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	CONTRACT	ACTUAL	
0260	2526-8285000	CONSTRUCTION SURVEY	LUMP	3,000.000	1,000	1,000	3,000.00	3,000.00	3,000.00	3,000.00	100.00%
0270	2528-8445110	TRAFFIC CONTROL	LUMP	4,000.000	1,000	1,000	4,000.00	4,000.00	4,000.00	4,000.00	100.00%
0280	2533-4980005	MOBILIZATION	LUMP	40,000.000	1,000	1,000	40,000.00	40,000.00	40,000.00	40,000.00	100.00%
0290		(EACH' ITEM) RELOCATE HYDRANT	EACH	4,700.000	1,000	1,000	4,700.00	4,700.00	4,700.00	4,700.00	100.00%
0300		(EACH' ITEM) SUBDRAIN CLEANOUT	EACH	500.000	4,000	4,000	2,000.00	2,000.00	2,000.00	2,000.00	100.00%
0310		(LINEAR FEET' ITEM) FULL DEPTH SAW CUT	LF	0.500	1,694,000	638,000	847.00	847.00	319.00	319.00	37.66%
0320		(LINEAR FEET' ITEM) REMOVE AND REPLACE CURB	LF	80.000	83,000	132,100	6,540.00	6,540.00	10,568.00	10,568.00	159.16%
0330		SODDING	SQ	100.000	22,000	90,000	2,200.00	2,200.00	9,000.00	9,000.00	409.09%
0340		WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	MGAL	60.000	0.200	0.200	12.00	12.00	12.00	12.00	100.00%
0350		MOBILIZATION FOR WATERING	EACH	350.000	9,000	9,000	3,150.00	3,150.00	3,150.00	3,150.00	100.00%
CO1		INTAKE, STORM SEWER, SW-508	EACH	7,500.000	1,000	1,000	7,500.00	7,500.00	7,500.00	7,500.00	100.00%

We, the undersigned, certify that the items and amount listed hereon are true and correct to the best of our knowledge.

Veenstra & Kinim, Inc.
Project Engineer (William J Weber)
[Signature]
Date: 5/27/16

Jasper Construction Services, Inc.
[Signature]
(Cliff Rhoads)
Date: 5/27/16

City of Grinnell
()
Date

Original Contract Amount \$405,122.00
Approved Contract Amount \$414,122.00

Total Completed To Date = \$ 435,452.47
Amount Retained @ 3% = \$ -
Eligible Amount = \$ 435,452.47
Previously Reimbursed = \$ 422,388.89
Amount Due & Payable = \$ 13,063.58

\$ 435,452.47 105.15%

RESOLUTION NO. 2016-135

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$9,771.24 FOR A NET INCREASE TO THE CONTRACT WITH CON-STRUCT INC OF MARSHALLTOWN, IOWA FOR THE UPRR WATER MAIN RELOCATION PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc of Marshalltown, Iowa for the UPRR Water Main Relocation Project; and

WHEREAS, Con-Struct, Inc. has submitted Contract Change Order No. 1 for a net increase of \$9,771.24 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 1; and

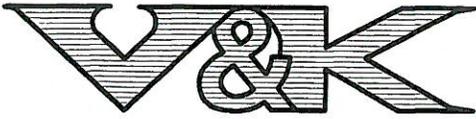
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 5th day of July, 2016 that the contract amount has increased by \$9,771.24 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 5th day of July, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

June 27, 2016

CHANGE ORDER NO. 1

CITY OF GRINNELL, IOWA
UPRR Water Main Crossing Relocation – Donaldson Building

Change Order No. 1 is for an increase of 471.42 Tons of granular backfill used to backfill the boring installation pit located within the coop parking area. With the increased quantity, the contractor has reduced the unit price from \$30.00/ton to \$22.00/ton.

Change Order No. 1 increases the contract by \$9771.24.

CON-STRUCT, INC.

By [Signature]

Title General Manager

Date 6/27/16

VEENSTRA & KIMM, INC.

By [Signature]

Title Engineer

Date 6/27/16

CITY OF GRINNELL

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

RESOLUTION NO. 2016-136

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 TO CON-STRUCT, INC, OF MARSHALLTOWN, IOWA FOR WORK COMPLETED ON THE UPRR WATER MAIN RELOCATION.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc of Marshalltown, Iowa, on May 16, 2016; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and Con-Struct, Inc; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$105,026.05 to Con-Struct, Inc of Marshalltown, Iowa.

Passed and adopted this 5th day of July, 2016.

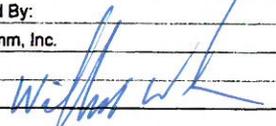
Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

Con-Struct Inc.

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Partial Payment Estimate No. 1							
UPRR Water Main Crossing Relocation - Donaldson Building							
Grinnell, Iowa							
							Ending May 25, 2016
Item No.	Description Of Item On Which Item Is Based	Bid Quantity	To Date Quantity	Period Quantity	Unit	Unit Price	Total Completed To Date
Base Bid							
1.1	Mobilization	1	1	1	LS	\$15,000.00	\$15,000.00
1.2	Construction Staking	1	1	1	LS	\$2,000.00	\$2,000.00
1.3	Traffic Control	1	1	1	LS	\$500.00	\$500.00
1.4	Granular Backfill	75.00	546.42	546.42	546.42	\$22.00	\$12,021.24
1.5	Seeding	1	1	1	LS	\$3,000.00	\$3,000.00
1.6	Granular Surfacing	25.00	29.25	29.25	TONS	\$30.00	\$877.50
1.7	Flowable Mortar	5	0	0	CY	\$200.00	\$0.00
1.8	Connection to Existing Water System	2	2	2	EA	\$3,500.00	\$7,000.00
1.9	12" Water Main	98	98	98	LF	\$150.00	\$14,700.00
1.10	12" Water Main in Casing	157	157	157	LF	\$315.00	\$49,455.00
1.11	Hydrant Assembly	1	1	1	EA	\$5,000.00	\$5,000.00
1.12	Remove Hydrant	1	1	1	EA	\$1,000.00	\$1,000.00
1.13	Water Service Transfer	1	0	0	EA	\$3,000.00	\$0.00
							\$110,553.74
Change Orders							
C.O. 1	Granular Surfacing						\$9,771.24
Total Change Orders							\$9,771.24
							Original Contract Price
							\$104,655.00
							Approved Change Orders
							\$9,771.24
							Revised Contract Price
							\$114,426.24
							Stored Materials
							\$0.00
							Total Completed To Date
							\$110,553.74
							5% Retainage
							\$5,527.69
							Total Earned Less Retainage
							\$105,026.05
							Less Previous Certificates for Payment
							\$0.00
							Current Payment Due
							\$105,026.05
							Balance To Finish, Including Retainage
							\$9,400.19
Recommended By:							
Con-Struct, Inc.							
Signature 							
Name Matthew A. Jensen							
Title General Manager							
Date 6/27/16							
Recommended By:							
Veenstra & Kimm, Inc.							
Approved By:							
City of Grinnell							
Signature 							
Signature							
Name William Weber							
Name							
Title Project Engineer							
Title							
Date 6/27/16							
Date							

RESOLUTION NO. 2016-137

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 16 FINAL TO JASPER CONSTRUCTION SERVICES, INC. OF NEWTON, IOWA FOR WORK COMPLETED ON THE IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY 146 IMPROVEMENT PROJECT – HDP-146-2(32)—71-79 AND HDP-146-2(33)—71-79 IN THE CITY OF GRINNELL, IOWA.

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction Services, Inc. of Newton, Iowa, on July 30, 2013; and

WHEREAS, Pay Estimate No. 16 has been initiated by the City of Grinnell and Jasper Construction Services; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 16; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$23,365.51 to Jasper Construction Services, Inc. of Newton, Iowa.

Section 2. The final payment of \$23,365.51 is to be paid on July 5, 2016.

Passed and adopted this 5th day of July, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk



Construction Pay Estimate Report

Iowa Department of Transportation

5/23/2016 9:12 AM

FieldManager 5.2a

Contract: _001, Iowa Highway #146 and I-80 Interchange Improvement

Estimate No.	Estimate Date	Entered By	Estimate Type	Managing Office
16	5/23/2016	Larry L Stonehocker	Semi-Monthly	Shive Hattery
All Contract Work Completed	Construction Started Date	Prime Contractor		
		JASPER CONSTRUCTION SERVICES, INC. 928 N 19th Ave E Newton IA 50208		
Comments Retainage released.				

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
79-1462-032, Iowa Highway #146 and I-80 Interchange Improvements	0016	\$0.00	\$0.00	\$0.00
Voucher Total:				\$0.00

Summary

Current Voucher Total:	\$0.00	Earnings to date:	\$1,691,497.77
-Current Retainage:	(\$30,000.00)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$12,000.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$30,000.00	Net Earnings to date:	\$1,679,497.77
		- Payments to date:	\$1,649,497.77
		Net Earnings this period:	\$30,000.00

overpaid -6,000 Pay Req 15
less overpymt- 634.49 Pay Req 5
total due \$23,365.51



Construction Pay Estimate Report

Iowa Department of Transportation

5/23/2016 9:12 AM

FieldManager 5.2a

Estimate Certification

The work items shown herein are just and unpaid, and the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with. For Final Estimates only - - Total number of working days charged to date for this contract is

JASPER CONSTRUCTION SERVICES, INC.

(Date)

Recommended by Project Engineer

(Date)

Approved by District Construction Engineer or designee

(Date)

RESOLUTION NO. 2016-76

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 15 IN THE AMOUNT OF \$30,000.00 **S/B \$24,000** TO JASPER CONSTRUCTION SERVICES, INC. OF NEWTON, IOWA FOR WORK *COMPLETED ON THE IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY 146 IMPROVEMENT PROJECT – HDP-146-2(32)—71-79 AND HDP-146-2(33)—71-79 IN THE CITY OF GRINNELL, IOWA.

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction Services, Inc. of Newton, Iowa, on July 30, 2013; and

WHEREAS, Pay Estimate No. 15 has been initiated by the City of Grinnell and Jasper Construction Services; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 15; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$30,000.00 **s/b \$24,000** to Jasper Construction Services, Inc. of Newton, Iowa.

Section 2. The final payment of \$30,000 is to be paid on June 2, 2016. **Not final s/b \$24,000 – see 7.5.16 Resolution for retainage and final bill**

Passed and adopted this 2nd day of May, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk



Construction Pay Estimate Report

Iowa Department of Transportation

3/25/2016 3:43 PM

FieldManager 5.0a

Contract: _001, Iowa Highway #146 and I-80 Interchange Improvement

Estimate No.	Estimate Date	Entered By	Estimate Type	Managing Office
15	3/25/2016	Larry L Stonehocker	Semi-Monthly	Shive Hattery

All Contract Work Completed	Construction Started Date	Prime Contractor
		JASPER CONSTRUCTION SERVICES, INC. 928 N 19th Ave E Newton IA 50208

Comments
Working days were discussed with all parties and resolution approved.

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	Overall Contract Site	Working Days	0	(\$24,000)
Total Liquidated Damages:				(\$24,000)

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
79-1462-032, Iowa Highway #146 and I-80 Interchange Improvements	0015	\$0.00	\$0.00	\$0.00
Voucher Total:				\$0.00

Summary

Current Voucher Total:	\$0.00	Earnings to date:	\$1,691,497.77
-Current Retainage:	\$0.00	- Retainage to date:	\$30,000.00
-Current Liquidated Damages:	(\$24,000.00)	- Liquidated Damages to date:	\$12,000.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$0.00
Total Estimated Payment:	\$24,000.00	Net Earnings to date:	\$1,649,497.77
		- Payments to date:	\$1,625,497.77
		Net Earnings this period:	\$24,000.00

RESOLUTION NO. 2016-76

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 15 IN THE AMOUNT OF \$30,000.00 **S/B \$24,000** TO JASPER CONSTRUCTION SERVICES, INC. OF NEWTON, IOWA FOR WORK *COMPLETED ON THE IOWA DEPARTMENT OF TRANSPORTATION HIGHWAY 146 IMPROVEMENT PROJECT – HDP-146-2(32)—71-79 AND HDP-146-2(33)—71-79 IN THE CITY OF GRINNELL, IOWA.

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction Services, Inc. of Newton, Iowa, on July 30, 2013; and

WHEREAS, Pay Estimate No. 15 has been initiated by the City of Grinnell and Jasper Construction Services; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 15; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$30,000.00 **s/b \$24,000** to Jasper Construction Services, Inc. of Newton, Iowa.

Section 2. The final payment of \$30,000 is to be paid on June 2, 2016. **Not final s/b \$24,000 – see 7.5.16 Resolution for retainage and final bill**

Passed and adopted this 2nd day of May, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

RESOLUTION NO. 2016-138

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 FOR ADDITIONAL PATCHING AREAS FOR THE CONTRACT WITH MANATTS INC OF BROOKLYN IOWA FOR THE 2016 ASPHALT PATCHING PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Manatts Inc of Brooklyn, Iowa, on April 4, 2016; and

WHEREAS, Manatts Inc has submitted Contract Change Order No. 1 for additional patching at 8th Avenue and Prince Street and Reed Street at 4th Avenue; and

WHEREAS, the Public Services Director requested the change order and recommends approval of Contract Change Orders No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 5th day of July, 2016 that the contract has added additional asphalt patching at 8th Avenue and Prince Street and Reed Street and 4th Avenue in accordance with Contract Change Order No.1 is hereby approved as executed.

Passed and adopted this 5th day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



CITY OF GRINNELL
927 Fourth Avenue
Grinnell, Iowa
50112-2043
Phone: 641-236-2600
Fax: 641-236-2626

MAYOR

GORDON R.
CANFIELD
mayor@grinnelliowa.gov

CITY COUNCIL

BYRON WORLEY
At—Large

JIM WHITE
At—Large

JULIE HANSEN
1st Ward

JO WRAY
2nd Ward

RACHEL BLY
3rd Ward

SONDRA BURNELL
4th Ward

ADMINISTRATION

RUSSELL L.
BEHRENS
City Manager
citymanager@
grinnelliowa.gov

WILLIAM J.
SUEPPEL
City Attorney
billjs@meardonlaw.com

P. KAY CMELIK
City Clerk/Finance Director
cityclerk@grinnelliowa.gov

www.grinnelliowa.gov

June 30, 2016

RE: CHANGE ORDER

Kay,

An additional 2709 SF of patching was added to our spring street patching list.

This was done in the following areas,
1700 block of Spencer St., 8th Ave and Prince St. and Reed St at Fourth Ave.

These areas are included in the invoice from Manatts Inc for an additional amount of \$15,170.00.

Thank You

David Popp

RESOLUTION NO. 2016-139

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$68,101.60 TO MANATTS INC. OF BROOKLYN, IOWA FOR WORK COMPLETED ON THE 2016 ASPHALT PATCHING PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Manatt's, Inc of Brooklyn. Iowa on April 4, 2016; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and executed by Manatt's, Inc.; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 1; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session that the City Clerk is hereby authorized and directed to make payment in the amount of \$68,101.60 to Manatts Inc. of Brooklyn, Iowa for the 2016 Asphalt Patching Project.

Passed and adopted this 5TH day of July 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

ATTN: DAVE KUPP



Remit to:
Manatt's, Inc.
P.O. Box 535
Brooklyn, IA 52211-0535
www.manatts.com

INVOICE

Contract : 7447. GRINNELL 2016 PATCHING

Invoice # :	74466
Date :	5/31/2016
Customer # :	890075
Cust Job :	STREET DEPT
Cust PO :	
Total Due:	68,101.60

To : CITY OF GRINNELL
927 4TH AVE
GRINNELL, IA 50112-2043

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
1 HMA PATCHING	12,161.00	5.6000	SF	68,101.60
<p>301-4-750-3-6772 DP MK/KC</p>				
Total Due This Invoice :				68,101.60

RESOLUTION NO. 2016-140

RESOLUTION MAKING AWARD OF CONTRACT FOR THE 10TH AVENUE HMA INLAY PROJECT.

WHEREAS, the following quote for the construction of certain improvements described in general as the "10TH Avenue HMA Inlay Project" is hereby accepted, the same being the lowest responsible bid for the said work, as follows:

1) 10th Avenue HMA Inlay Project

CONTRACTOR:	Manatts Inc. 1775 Old 6 Road Brooklyn, IA 52211
AMOUNT OF BID:	\$242,408.00
PORTION OF PROJECT:	All – Construct 10 th Avenue HMA Inlay

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 construction of the said public improvements.

Passed and approved this 5th day of July, 2016.

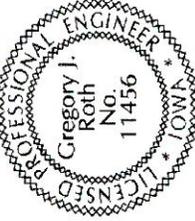
GORDON CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK

**BID TABULATION
GRINNELL, IOWA
10TH AVENUE HMA INLAY PROJECT**

ITEM NO.	DESCRIPTION	UNIT	BASE QUANTITY	Manatts, Inc. 1775 Old 6 Road Brooklyn, IA 52211		Jasper Construction Services, Inc. 928 N 19th Avenue E Newton, IA 50208	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Construction Staking	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
1.2	Traffic Control	LS	1	4,000.00	4,000.00	5,000.00	5,000.00
1.3	Unclassified Excavation	LS	1	25,000.00	25,000.00	30,000.00	30,000.00
1.4	Modified Subbase	SY	2,505	9.50	23,797.50	8.00	20,040.00
1.5	Removal of Pavement	SY	2,320	9.50	22,040.00	10.00	23,200.00
1.6	4" Longitudinal Subdrain	LF	1,640	15.85	25,994.00	15.00	24,600.00
1.7	Subdrain Cleanouts	EA	2	350.00	700.00	400.00	800.00
1.8	Subdrain Outlets	EA	4	400.00	1,600.00	400.00	1,600.00
1.9	Sodding	SQ	9	275.00	2,475.00	150.00	1,350.00
1.10	Manhole Adjustment						
	1.10.1 Sanitary	EA	2	1,500.00	3,000.00	600.00	1,200.00
	1.10.2 Water	EA	2	2,000.00	4,000.00	1,000.00	2,000.00
1.11	Curb and Gutter Removal and Replacement	LF	300	55.00	16,500.00	75.00	22,500.00
1.12	HMA Base Course	SY	2,320	16.95	39,324.00	18.75	43,500.00
1.13	HMA Intermediate Course	SY	2,320	16.25	37,700.00	18.00	41,760.00
1.14	HMA Surface Course	SY	2,610	12.75	33,277.50	14.00	36,540.00
TOTAL BID				\$242,408.00		\$256,090.00	
(Items 1.1 - 1.14)							



I hereby certify that this is a true tabulation of bids received on June 23, 2016 by Veenstra & Kimm, Inc. on behalf of the City of Grinnell, Iowa.

Gregory J. Roth
 Gregory J. Roth
 Iowa License No. 11456
 My license renewal date is December 31, 2016

RESOLUTION NO. 2016-141

RESOLUTION MAKING AWARD OF CONTRACT FOR THE INDUSTRIAL AVENUE REHABILITATION PROJECT.

WHEREAS, the following quote for the construction of certain improvements described in general as the "Industrial Avenue Rehabilitation Project" is hereby accepted, the same being the lowest responsible bid for the said work, as follows:

1) Industrial Avenue Rehabilitation Project

CONTRACTOR:	Jasper Construction Services, Inc. 928 N 19 th Avenue E Newton, IA 50208
AMOUNT OF BID:	\$105,300.00
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 construction of the said public improvements.

Passed and approved this 5th day of July, 2016.

GORDON CANFIELD, MAYOR

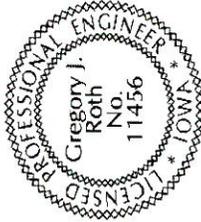
ATTEST:

P. KAY CMELIK, CITY CLERK

BID TABULATION
GRINNELL, IOWA

INDUSTRIAL AVENUE REHABILITATION PROJECT

1. Construct Industrial Avenue Rehabilitation project for the following unit and lump sum prices:															
ITEM NO.	DESCRIPTION	UNIT	BASE QUANTITY	UNIT PRICE	EXTENDED PRICE										
1.1	Surveying	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1.2	Traffic Control	LS	1	5,000.00	5,000.00	10,000.00	10,000.00	5,000.00	5,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
1.3	Unclassified Excavation	LS	1	3,000.00	3,000.00	3,000.00	3,000.00	5,500.00	5,500.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
1.4	Seeding	LS	1	2,000.00	2,000.00	1,500.00	1,500.00	5,500.00	5,500.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
1.5	Granular Shoulder	TONS	160	40.00	6,400.00	45.00	7,200.00	38.50	6,160.00	50.00	8,000.00	50.00	8,000.00	50.00	8,000.00
1.6	Full Depth PCC Patch by Count, 9"	EA	49	200.00	9,800.00	165.00	8,085.00	500.00	24,500.00	250.00	12,250.00	250.00	12,250.00	250.00	12,250.00
1.7	Full Depth PCC Patch by Area, 9"	SY	771	100.00	77,100.00	120.00	92,520.00	185.00	142,635.00	210.00	161,910.00	210.00	161,910.00	210.00	161,910.00
TOTAL BID				\$105,300.00		\$123,805.00		\$191,795.00		\$234,160.00		\$234,160.00		\$234,160.00	



I hereby certify that this is a true tabulation of bids received on June 23, 2016 by Veenstra & Kimm, Inc. on behalf of 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