



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, AUGUST 1, 2016 AT 7:00 P.M.
IN THE COUNCIL CHAMBERS

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of The Agenda

Documents:

[08.01.16 - AGENDA - COUNCIL.PDF](#)

3. Consent Agenda

3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA.PDF](#)

4. Meeting Minutes/Communications

4.A. Meeting Minutes And Communications

Documents:

[4 - MEETING MINUTES AND COMMUNICATIONS.PDF](#)

5. Committee Business

5.A. Report From The Finance Committee

5.A.1. Report From The Finance Committee

Documents:

[5A- FINANCE COMM AGENDA AND SUPP DOCS.PDF](#)

5.B. Report From Planning Committee

5.B.1. Report From The Planning Committee

Documents:

[5B - PLANNING COMM AGENDA AND SUPP DOCS---.PDF](#)

5.C. Report From Public Safety Committee

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

Documents:

[08.01.16 - AGENDA - PS COMM.PDF](#)

5.D. Report From Public Works And Grounds Committee

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

Documents:

[5D - PWG COMM AGENDA AND SUPP DOCS---.PDF](#)

6. Inquires

7. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, AUGUST 1, 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, July 18, 2016 Regular Session
 - Approve city claims and payroll claims from July 6, 2016 through and including August 1, 2016.
 - Approve hiring of Case Fenner and David Krumm as Library Pages at \$7.35 an hour.
 - Accept resignation of Police Officer Jeff Reinhard effective August 11, 2016.
 - Approve Cigarette/Tobacco/Nicotine/Vapor Permit for Atmosphere Vapors effective August 1, 2016 located at 818 5th Avenue.
 - Approve request from Grinnell Vintage Auto Club to hold the 43rd Annual Grinnell Vintage Auto Show in Bailey Park on Friday, August 19 and Saturday, August 20.
 - Approve request from the Grinnell Lions Club for their 2016 Grinnell Lions Ag Day to be held on Thursday, August 25, 2016 with the rain date of Thursday, September 1, 2016 with proposed location of Broad Street from 4th Avenue to 5th Avenue using both sides of the street.
 - Approve Interstate Power and Light's application and agreement for use of highway right-of-way for utilities accommodation.
 - Review Campbell Fund requests.
- 4) Meeting Minutes/Communications:
 - a) Finance Committee minutes: July 18, 2016.
 - b) Planning Committee minutes: July 18, 2016.
 - c) Public Safety Committee minutes: No Meeting,
 - d) Public Works and Grounds Committee minutes: July 18, 2016.
 - e) Library Board minutes: June 22, 2016.
 - f) Airport Advisory Committee minutes: July 25, 2016.
 - g) Annual Financial Report for FY 2016.
- 5) Committee Business:
 - A. Report from the Finance Committee

1. Consider resolution approving a professional service agreement with Greater Poweshiek Community Foundation for the benefit of the Skate Park Campaign (See Resolution No. 2016-147).
2. Consider resolution authorizing a sub-lease between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Resolution No. 2016-148).
3. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Youth Soccer Fields and Concession Stand (See Resolution No. 2016-149).
4. Consider resolution approving the recreation license agreement for the Charles Benson Bear '39 Recreation and Athletic Center between the city and Grinnell College (See Resolution No. 2016-150).
5. Consider authorizing the following institutions as depositories for public funds for the city of Grinnell and rescinding Resolution No. 3405 (See Resolution No. 2016-151).
6. Consider resolution directing that the lease on certain real estate be terminated and that notice be given to tenant – Airport (See Resolution No. 2016-152).
7. Consider resolution directing that the lease on certain real estate be terminated and that notice be given to tenant-Wastewater Treatment Plant (See Resolution No. 2016-153).

B. Report from the Planning Committee

1. Consider recommendation from Airport Advisory Committee in regard to temporary accessory building.
2. Update on Central Park plan modifications at interface with property adjacent to Veterans Building.
3. Update on Task Force for implementation of Rental Inspection Program.
4. Discuss process and priorities for sidewalk improvement program.
5. Discuss process to perform assessment of the Central Business District and create improvement plan.
6. Update on FY 18-22 Capital Improvement Plan.

C. Report from the Public Safety Committee

1. Discuss Officer Warren Binegar memorial at U.S. Highway 6 underpass.

D. Report from the Public Works and Grounds Committee

1. Consider resolution approving contract for construction materials testing services for Highway 146 and 420th Avenue widening and improvements project with Terracon Consultants, Inc. of Des Moines, Iowa (See Resolution No. 2016-154).
2. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$171,072.48 to Manatts Inc of Brooklyn Iowa for work completed on the Highway 146 and 420th Avenue Widening and Improvements Project (See Resolution No. 2016-155).

3. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$133,052.25 to Bushong Construction Company, Inc. of Montezuma, Iowa for work completed on the Central Park Improvements Project (See Resolution No. 2016-156).
4. Consider resolution authorizing payment of contractor's pay request No. 3 in the amount of \$240,975.81 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-157).
5. Consider resolution approving contract change order No. 5 in the amount of \$42,678.00 for a net increase to the contract with Garling Construction, Inc. for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-158).
6. Consider resolution authorizing payment of contractor's pay request No. 6 in the amount of \$118,473.55 to Garling Construction, Inc of Belle Plaine, Iowa for the work completed on CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-159).
7. Consider resolution authorizing payment of contractor's pay request No. 4 in the amount of \$248,068.74 to Absolute Concrete, Inc. of Slater, Iowa for the work performed on Highway 146N Construction Project (See Resolution No. 2016-160).
8. Review possible storm water management projects as part of Iowa Department of Natural Resource's State Revolving Fund for Wastewater Treatment Plant.

6) Inquiries:

7) Adjourn



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JULY 18, 2016 AT 7:00 P.M.
IN THE COUNCIL CHAMBERS

MINUTES

The Grinnell City Council met in regular session Monday, July 18, 2016 at 7:00 p.m. in the council chambers. Mayor Canfield presided with all of the council members in attendance. Also present were John Clayton, George Christinson, Rob Vest, Shelly Vest, David Isch, William Crosby, Nedra Neville, Chris Johnson, Doug Caulkins, William Crosby, Don Sundell, Doris Sundell, John Ohnemus, Ben Gray, Russ Behrens and Kay Cmelik.

AGENDA AND CONSENT AGENDA

White made the motion, second by Hueftle-Worley to approve the agenda. AYES: 6-0. Motion carried.

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

- Previous minutes as drafted from the Tuesday, July 5, 2016 Regular Session.
- Approve Liquor License renewals and transfers as follows:
 - Bowladrome, 915 State Street.
 - Chamber of Commerce, Transfer for Friday Fest, August 5, 2016.
- Approve city of Grinnell public right-of-way permit for Grinnell College, 1119 6th Avenue.
- Approve city of Grinnell Public Right-of-way permit for Windstream Communications for 814 4th Avenue Grinnell Bank location.
- Review Campbell Fund requests.

AYES: 6-0. Motion carried.

PUBLIC HEARING

The purpose of the hearing was to provide a status of update on the CDBG Downtown Revitalization project a/k/a Façade Project. The project expenses to date are \$518,328. The CDBG funds have covered \$205,847 of the expense and local funds have covered \$312,480 of the expense. CDBG funds cover 38.4% of the expenses up to a maximum of \$500,000. \$1,078,796 of the \$1,323,326 project budget has been obligated. The project will likely be finished in the fall of 2016. Ten to eleven store fronts will be done with the project funding.

ROUTINE BUSINESS

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

- a) Finance Committee minutes: July 5, 2016.
- b) Planning Committee minutes: July 5, 2016
- c) Public Safety Committee minutes: no meeting.
- d) Public Works and Grounds Committee minutes: July 5, 2016.
- e) Veterans Commission minutes: June 13, 2016.
- f) Board of Adjustment minutes: July 8, 2016.
- g) June 2016 Treasurer's Report.
- h) June 2016 Monthly Police Report.
- i) June 2016 Building Permit Report.
- j) FY 2016 Building Permit Report.

No action was necessary.

EMPLOYEE RECOGNITION

The council honored employee Rob Vest for 25 years of service to the city of Grinnell. Rob Vest was thanked for his service to the city and for being a loyal and dedicated employee.

FINANCE COMMITTEE

Wray made the motion, second by White to approve Resolution No. 2017-142 - Resolution to submit to votes at the next regular city election, to be held November 7, 2017 the question of whether a tax shall be levied for the restoration, operation and maintenance of the Grinnell Veterans Memorial building for a period of twenty (20) years. AYES: 6-0. Motion carried.

Wray made the motion, second by Hansen to approve Resolution No. 2016-143 - Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the urban renewal area; (2) determining that the proposal submitted by Grinnell Center, LLC satisfies the offering requirements and declaring the intent of the city to enter into a purchase, sale and development agreement by and between the city of Grinnell, Iowa and Grinnell Center, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-144 - Resolution fixing the date for a public hearing on the proposal to enter into a purchase, sale and development agreement with Grinnell Center, LLC. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2016-145 - Resolution amending FY 2017 salaries due to status change and certification of the city of Grinnell effective July 1, 2016. AYES: 6-0. Motion carried.

PLANNING COMMITTEE

Bly made the motion, second by Burnell to direct staff move forward with a Pictometry sharing agreement with Poweshiek County Assessor's office. AYES: 6-0. Motion carried.

The city briefly discussed the ITM conversion to City Hall. No action was taken.

PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2016-146 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$81,851.05 to Bushong Construction Company, Inc of Montezuma, Iowa for work completed on Central Park Improvement Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Bly to approve U.S. Department of Transportation Federal Aviation Administration grant agreement for Grinnell Regional Airport for Rehabilitate Runway 13/31 (Phase I- Design). AYES: 6-0. Motion carried.

A brief update on the Central Park construction was provided by City Manager Russ Behrens. No action was taken.

INQUIRIES:

John Clayton of 428 Hamilton, Apt 1 made his opposition to the city of Grinnell creating a rental inspection program. No action was taken.

Joann Ohminious of 328 Spring Street asked about the sale of the Community Center building. No action was taken.

ADJOURNMENT

White made the motion, second by Hueftle-Worley to adjourn the meeting at 7:25 p.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 : 7/06/2016 THRU 8/01/2016

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		
WOODRIVER ENERGY LLC	GAS	1,506.80		
ZARNOTH BRUSH WORKS, INC.	BROOMS	795.00		
* Payroll Expense		324,115.46		
** TOTAL **	-City of Grinnell	1,211,169.35	132,890.33-	1,078,279.02

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	: 7/06/2016 THRU 8/01/2016	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	457,030.79	457,030.79CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,078,279.02	0.00	1,078,279.02
VOID ITEMS	25.00CR	25.00	0.00
** TOTALS **	1,535,284.81	457,005.79CR	1,078,279.02

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,078,314.58
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	35.56CR
** UNPAID TOTALS **	1,078,279.02

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 :	7/06/2016 THRU 8/01/2016	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	86,952.27
003	LIBRARY - GENERAL FUND	13,485.56
004	COMM CTR RES - GENERAL	4,216.80
010	BUILDING & PLANNING - GEN	3,048.60
110	ROAD USE FUND - SPEC REV	20,744.69
112	T&A EMP BEN- SPEC REV	11,333.28
125	URBAN REN - TIF	310.15
138	MED INS RESERVE - SPEC RV	7,193.30
145	HOTEL/MOTEL TAX - SPC REV	7,913.52
167	LIBRARY GIFTS - SPEC REV	892.21
200	DEBT SERV -	16,000.00
301	CLNS FY 16-17	3,905.67
305	WESTSIDE SS LINING PROJ	551.34
309	GMRC RISE PROJECT	350,628.46
310	CENTRAL PARK PROJECT	219,476.29
350	AIRPORT DEV - CAP PROJ	25,085.10
362	HWY 146 NORTH PROJECT	19,633.00
363	STREET PROJECTS 2017	15,911.88
364	CBD FACADE IMPROVEMENTS	12,746.77
365	CAPITAL LOAN NOTES 2016	5,043.88
378	WW TRMT PLANT PROJECT	32,939.11
381	CBD PHASE 5	256,868.94
494	SAN EQMT REP FUND-SP RV	7,419.50
499	REC EQMT REP FD- SP RV	582.00
610	WATER FUND	22,680.53
620	SEWER OPERATION AND MAINT	28,015.59
630	STORM SEWER FUND	2,258.84
670	SOLID WASTE	35,332.07
	* PAYROLL EXPENSE	324,115.46

GRAND TOTAL 1,535,284.81

DRAKE COMMUNITY LIBRARY WAGE APPROVAL/NEW HIRE

Job Title: Library Page

Effective Date: August 15, 2016

Hourly Wage: \$7.35 per hour

Employee: Case Fenner

Case is filling a vacant Page position.

Approved July 27, 2016



Jordan Esbrook

President, Library Board of Trustees



Marilyn Kennett

Library Director

DRAKE COMMUNITY LIBRARY WAGE APPROVAL/NEW HIRE

Job Title: Library Page

Effective Date: August 15, 2016

Hourly Wage: \$7.35 per hour

Employee: David Krumm.

David is filling a vacant Page position.

Approved July 27, 2016



Jordan Esbrook
President, Library Board of Trustees



Marilyn Kennett
Library Director



Dennis Reilly
Chief of Police

City of Grinnell
...Jewel of the Prairie

*Police Department
1020 Spring Street
Grinnell, LA 50112*

*Phone: 641-236-2670
FAX: 641-236-2652
ORI#LA0790100*

07/28/2016,

Dear Chief Reilly,

Please accept this letter as notice of my resignation of my position as a Police Officer with the City of Grinnell. My last day with the department will be August 11th, 2016. I have accepted a position with the Coralville Police Department.

I also wish to express the sincere appreciation I have toward you and the rest of the department. I enjoyed my time with the Grinnell Police Department, and will deeply miss working with the officers, firefighters, and EMS providers with whom I have built strong relationships.

Respectfully submitted,

Jeff Reinhard
Police Officer

Rcd
7-28-16
8:30am
JR



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 08/01/2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Atmosphere Vapors
Physical Location Address: 818 5th Avenue City: Grinnell ZIP: 50112
Mailing Address: 818 5th Avenue City: Grinnell State: IA ZIP: 50112
Business Phone Number: (641) 260-6341

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Atmosphere Vapors LLC
Mailing Address: 818 5th Avenue City: Grinnell State: IA ZIP: 50112
Phone Number: (641) 260-6341 Fax Number: () _____ Email: travis.p@atmospherevapors.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Travis Puls Name (please print): _____
Signature: [Signature] Signature: _____
Date: 7-26-2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Jul. 25, 2016

To: City of Grinnell

The Grinnell Vintage Auto Club would like to have the 43rd Annual Grinnell Vintage Auto Show in Bailey Park on Saturday, August 20th, 2016.

We would like to reserve Bailey Park for the day of the show and to have access to the park grounds on Friday, August 19th and Saturday, August 20th. The Friday access would be for marking off parking spaces and to set up tents to be used the day of the show.

No street access will need to be blocked for this year's show.

We would like to invite Mayor Gordon Canfield to come and choose the Mayor's Choice winner at the car show on August 20th.

The Grinnell Vintage Auto Club appreciates your support and invites you to come and enjoy the show. Please contact me if you have any questions.

Thank you,

Andy Henderson, President
Grinnell Vintage Auto Club
1523 Prairie St
Grinnell, IA 50112
641-990-6388



GRINNELL LIONS CLUB

President Paul Kolpin

1st VP Darcy Swick 2nd VP David Stoakes 3rd John McCleery

Treasurer Stan Laverman Secretary Mike Hotchkin

Tail Twister Don Schild Lion Tamer Larry VanErsvelde

Board members 2013-2016 2014-2017 2015-2018

Al Henderson Greg Buntz Rick Ramsey

Tim Fisher Ken Conner Joe Trewin

July 22, 2016

City of Grinnell
927 4th Avenue
Grinnell, Iowa 50112

Attn: Kay Cmelik

On behalf of the Grinnell Lions Club I am writing to request a date lock for the 2016 Grinnell Lions Ag Day. The date requested is Thursday, August 25, 2016, with a rain date of Thursday, September 1, 2016. In addition, we would like to request a parade permit, and fire and ambulance support.

The proposed location for Ag Day 2016 is Broad Street from 4th Ave. to 5th Ave. using both sides of the street. Closure of Broad Street is requested from 7:00 a.m. until 7:00 p.m. on August 25.

Please contact me at 641-275-8088 or mccleery_john@yahoo.com when the date and venue requested is confirmed.

The support provided by all the city staff involved with the 2015 event helped to ensure another successful Ag Day. We look forward to working with you again this year.

Sincerely,

John McCleery
Grinnell Lions Club
3rd Vice President



Form 810025 (03-16)

APPLICATION AND AGREEMENT FOR USE OF HIGHWAY RIGHT-OF-WAY FOR UTILITIES ACCOMMODATION

FOR DEPARTMENT USE ONLY

Permit Number	Highway Number	County
DOT Project Number		Expiration/Completion Date

APPLICANT (INDIVIDUAL OR COMPANY)

First Name Alan	Middle Initial R	Last Name Klein	Phone Number 641-791-3222	Ext.
Company Name Interstate Power & Light			Phone Number	Ext.
Street Address 2800 1st Ave E.		City/Town Newton	State IA	ZIP Code 50208
e-Mail Address alanklein@alliantenergy.com		Secondary e-Mail Address N/A		

INSTALLATION TO BE ACCOMMODATED

Approval is hereby requested to enter within the state highway right-of-way for the accommodation of a utility installation as detailed on the attachments and further described as follows.

The installation shall consist of:

Installation of plastic gas service across west 15 ft. of Iowa DOT right-of-way at 203 West St S. Grinnell, IA

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements. See Section 115.8 (3).) <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>

WORK SITE LOCATION

The proposed work as described above is located in Section 20, Twp. T80 N, Range R16 W on Highway No. 146 generally located 535 Ft (miles) N (direction) from Horseshoe Dr. (city, county line, or other landmark). Work proposed is more specifically located as being from 20 + .83 Miles (Milepost #) and 3109 + 75 Ft (Highway Station) to _____ (Milepost #) and _____ (Highway Station) on the _____ side of highway.

Disclosure Statement: The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all pertinent information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

The utility company, corporation, applicant, permit holder or licensee, (hereinafter referred to as the Permit applicant) agrees with the Iowa Department of Transportation (hereafter referred to as the Department) that the following stipulations and those special requirements as listed on this document shall govern under this permit after it is approved by the Department.

A. General

1. The installation shall meet the requirements of local municipal, county, state, and federal franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission; the Iowa Department of Natural Resources, all rules and regulations of the Department and any other laws or regulations applicable.
2. The Permit Holder shall be fully responsible for any future adjustments of the facilities within the established highway right-of-way caused by highway construction or maintenance operations.
3. As per Section 115.8(8) of the Utility Accommodation Policy, As-Built plans are due within 90 days after completion of construction, the utility owner shall submit to the district representative an as-built plan.
4. The work described in this permit shall be completed as proposed in compliance with the stipulations and special requirements within one year from the date Department approval is received for said request. Failure on the part of the Permit Holder to abide by the stipulations or in constructing the work described as stipulated and within the time frame stated shall render this agreement and request null and void. The Permit Holder also agrees to save the State of Iowa and the Department harmless of any damages or losses that may be sustained by any person, or persons, on account of the conditions and requirements of this agreement.
5. Non-compliance with any of the terms of the Department's policy, permit, or agreement, may be considered cause for shut-down of construction operations, revocation of the permit, or withholding of relocation reimbursement and/or withholding of future application approvals until compliance is confirmed. The cost of any work deemed necessary to be performed by the State in removal of non-complying construction will be assessed against the Permit Holder.

B. Construction and Maintenance

1. The location, construction and maintenance of the utility installation covered by this application shall be in accordance with the current Department's Utility Accommodation Policy. <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>
2. Before beginning any work in the highway right-of-way, it is the responsibility of the Permit Holder to obtain an easement from the drainage district if necessary. The Department assumes no responsibility for advising the Permit Holder of each location of a drainage district crossing. It is the Permit Holder's responsibility to locate these crossings and obtain any necessary easements or permission from the drainage district. See Code of Iowa, Chapter 468 for additional information.
3. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
4. Operations in the construction and maintenance of this utility installation shall be carried on in such a manner as to cause minimum interference to or distraction of traffic on said highway.
5. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans. http://www.iowadot.gov/design/stdplne_tc.htm
6. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
7. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
8. As per Policy Section 115.4(9) parking or storage in the clear zone is prohibited. When not in actual use, vehicles, equipment and materials shall not be parked or stored within the clear zone or median.
9. Unless specifically noted in Special Requirements section, all work performed within the right-of-way shall be restricted to 30 minutes after sunrise to 30 minutes before sunset.
10. Pedestals shall be placed within 12 inches of the right-of-way line.
11. All above and below ground appurtenances (pedestals, hydrants, drains, accesses, etc.) shall be marked with high visibility posts and signs. The minimum height requirement for the signs shall be 5 foot. Urban Roadway Sections may be exempted with department approval.

C. Liability

1. To the extent allowable by law, the Permit Holder agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of the Permit Holder's facilities. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
2. The Permit Holder shall indemnify and save harmless the State of Iowa, its agencies and employees, from any and all causes of action, suits at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the Permit Holder's use or occupancy of the public highway.
3. The State of Iowa and the Department assume no responsibility for damages to the Permit Holder's property occasioned by any construction or maintenance operations on said highway if the facilities are not located in accordance with this permit.
4. The State of Iowa, its agencies or employees, will be liable for expense incurred by the Permit Holder in its use and occupancy of the highway right-of-way only when negligence of the State, its agencies or employees, is the sole proximate cause of such expense. Whether in contract, tort or otherwise, the liability of the State, its agencies and employees, is limited to the reasonable, direct expense to repair damaged utilities, and in no event will such liability extend to loss of profits or business, indirect, special, consequential or incidental damages.

D. Notification

1. The Permit Holder is responsible for contacting **Iowa One-Call (1-800-292-8989)** and request the location of all underground utilities forty-eight (48) hours before excavation. Before beginning work in the highway right-of-way, the Permit Holder shall also contact any other known utility located in the area of the proposed work.
2. The Permit Holder agrees to give the Department forty-eight (48) hour notice of its intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the local DOT contact person whose name is shown on Page 3.
3. **511 Notification**-In accordance with Iowa Code section 321.348, cities and utilities may not obstruct or close primary highways or primary highway extensions (State highways within city limits) **without prior consent of the Iowa DOT**, except in emergency situations. Before setting up a lane closure or a vertical/horizontal restriction of any kind on a primary highway, call your local Iowa DOT Maintenance garage and call the Traffic Management Center per attached documents. Except in emergency situations, a 10 day advance notice is required. <http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>

E. Buy America

Buy America applies to relocations of utility facilities that must move due to highway projects under certain specific conditions that include reimbursable locations and relocations due to interstate projects. Please contact the Department's District Engineering Operation Technician (EOT) for more information on Buy America requirements or visit the following link: <http://www.iowadot.gov/traffic/utility/utility.html>

Permit Number: _____

FOR DEPARTMENT USE ONLY

Special Requirements - in addition to the stipulations above, the following special requirements shall apply to this permit:

Applicant Signature and Agreement

The undersigned have read the stipulations of this permit agreement as stated, as well as attachments which may be included, and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is granted for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Name of Agent (Print or Type) Alan Klein	Agent/Owner (Signature) <i>Alan Klein</i>	Title Field Engineer
Name of Owner (Print or Type) Interstate Power & Light	Date 7-18-16	
e-Mail Address alanklein@alliantenergy.com		

CITY ACTION (IF PROPOSED WORK IS WITHIN AN INCORPORATED CITY, CITY ACTION IS REQUIRED)

"The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official".

Recommend Approval Do Not Recommend Approval None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the City of	
e-Mail Address		

COUNTY ACTION (IF PROPOSED WORK CROSSES COUNTY RIGHT-OF-WAY, COUNTY ACTION IS REQUIRED)

"The undersigned county joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned county and recommends action on said permit application as noted below by the delegated county official".

Recommend Approval Do Not Recommend Approval None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the County of	
e-Mail Address		

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

Recommend Approval Do Not Recommend Approval None Required

Authorized FHWA Representative Signature	Date
--	------

DEPARTMENT OF TRANSPORTATION FINAL ACTION

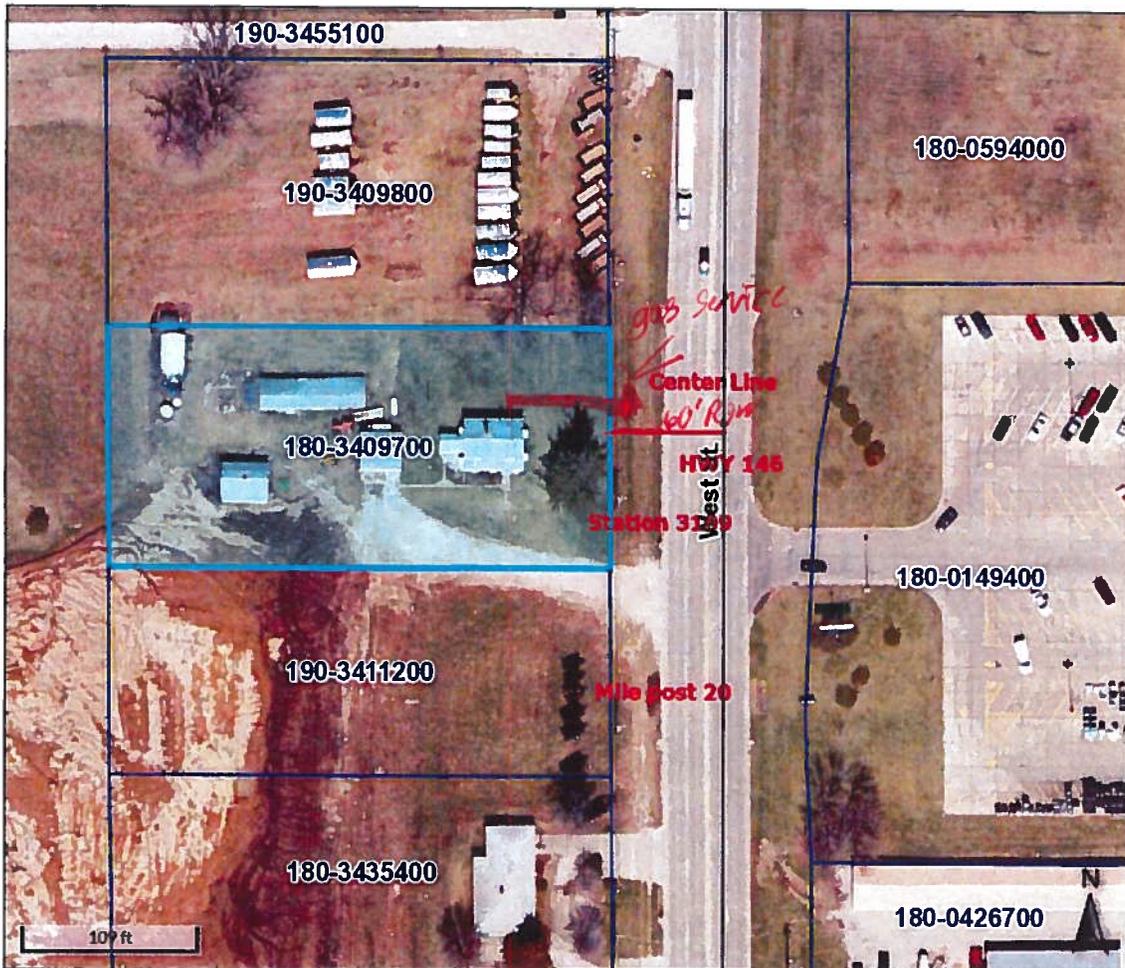
Application Approved Application Denied Permit Number: _____

Authorized Highway District Representative	Signature	Date
e-Mail Address		

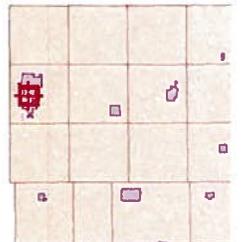
Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative. Except in emergencies a 10 day advance notice is required for lane restrictions of any kind:

Local DOT Contact Person (Type or Print Name)	Phone Number		
Street Address	City/Town	State IA	ZIP Code
e-Mail Address			

Permit Number: _____



Overview



Legend

- Corp Limits
- Political Township
- PLS Townships
- Parcels
- Roads

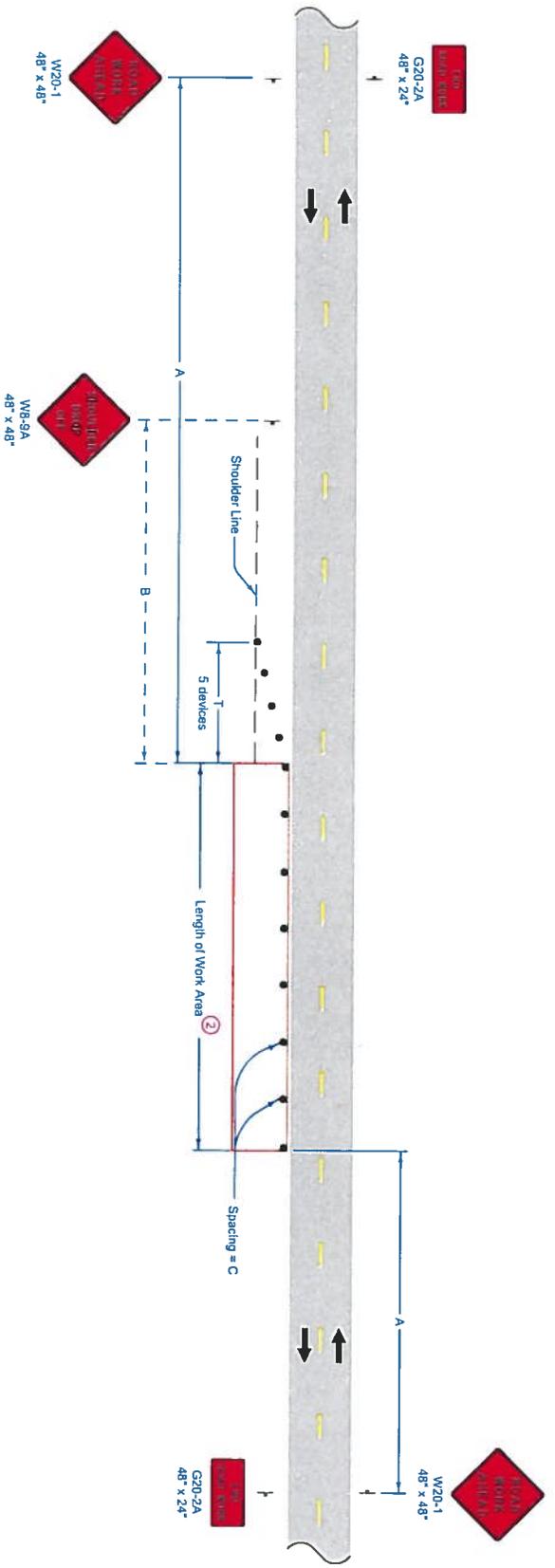
Parcel ID	3409700	Alternate ID	n/a	Owner Address	R & B RENTAL LC
Sec/Twp/Rng	n/a	Class	R		PO BOX 308
Property Address	203 WEST ST S GRINNELL	Acreage	n/a		GRINNELL IA 50112-0308
District	180				
Brief Tax Description	LOT 5 DEER RIDGE RUN SUBDIVISION PHASE ONE NENE 20-80-16 <i>(Note: Not to be used on legal documents)</i>				

Date created: 7/18/2016

Developed by
Schneider The Schneider Corporation

Install plastic gas service 50psi across west 15' of ROW at 203 West St. S.

No utility conflicts.



When a pavement edge drop-off exists, install a **SHOULDER DROP-OFF** sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08 L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary filler requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

LEGEND

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ①	200'
50 or greater	1000'	500'	100' ①	200'

Possible Contract Item:
Traffic Control

IOWA DOT

STANDARD ROAD PLAN

TC-202

SHEET 1 of 1

REVISION: B 04-21-15

REVISIONS: Modified general notes. Changed title and replaced the DOT logo in the title block with the new version.

APPROVED BY STATEMENT IN THE PROJECT MANUAL

WORK WITHIN 15 FT OF TRAVELED WAY



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, JULY 18, 2016 AT 7:00 A.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Wray, White and Hansen. Also present were Mayor Canfield, Sondi Burnell, Rachel Bly, 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 of Resolution No. 2016-142 - Resolution to submit to votes at the next regular city election, to be held November 7, 2017 the question of whether a tax shall be levied for the restoration, operation and maintenance of the Grinnell Veterans Memorial building for a period of twenty (20) years. AYES: 3-0. Motion carried.
2. White made the motion, second by Hansen to recommend approval of Resolution No. 2016-143 - Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the urban renewal area; (2) determining that the proposal submitted by Grinnell Center, LLC satisfies the offering requirements and declaring the intent of the city to enter into a purchase, sale and development agreement by and between the city of Grinnell, Iowa and Grinnell Center, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals. AYES: 3-0. Motion carried.
3. White made the motion, second by Hansen to recommend approval of Resolution No. 2016-144 - Resolution fixing the date for a public hearing on the proposal to enter into a purchase, sale and development agreement with Grinnell Center, LLC. AYES: 3-0. Motion carried.
4. White made the motion, second by Hansen to recommend approval of Resolution No. 2016-145 - Resolution amending FY 2017 salaries due to status change and certification of the city of Grinnell effective July 1, 2016. AYES: 3-0. Motion carried.

INQUIRIES: There was an inquiry on the Veterans building and Central Park. The City Manager informed the committee he has been trying to meet with the Veterans Commission Chair McCall to discuss a resolution on the patio and storm sewer problem located at the Veterans Memorial Building. Ms. McCall has not been able to make her schedule work to date. He intends to set up meeting with the other Commissioners this week to keep the conversation going. No action was taken.

The meeting was adjourned at 7:50 a.m.

JO WRAY, CHAIR

ATTEST:



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JULY 18, 2016 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

PRESENT: Bly (Chair), Burnell. **Absent:** Hansen. Also present were Mayor Canfield, Jo Wray, Tyler Avis, Russ Behrens and Kay Cmelik.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Building and Planning Assistant Tyler Avis provided information on the opportunity of sharing the Pictometry with Poweshiek County. He stated that Duane and he had met with Poweshiek County Assessor Amy Vermillion along with the Pictometry representative regarding the potential savings to the city through the sharing of the flyover and software costs.

The city of Grinnell is scheduled for an upgrade in the fall of 2017. The county would like to have the flyover this fall. After more discussion it was clear the savings more than justifies doing the upgrade within this fiscal year with the county. The college participated with the city the last time so the Planning Department will discuss how they can continue to participate going forward.

Burnell made the motion, second by Bly to recommend staff move forward with a Pictometry sharing agreement with the Poweshiek County Assessor's office.

AYES: 2-0. Motion carried.

2. A brief update on the Central Park construction was provided by City Manager Russ Behrens. No official action was taken.

INQUIRIES: None.

The meeting was adjourned at 6:15 p.m.

RACHEL BLY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, JULY 18, 2016 AT 6:15 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

MINUTES

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

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

Wray made the motion, second by Bly to approve Resolution No. 2016-147 - Resolution authorizing payment of contractor's pay request No. 1 in the amount of \$81,851.05 to Bushong Construction Company, Inc of Montezuma, Iowa for work completed on Central Park Improvement Project. AYES: 3-0. Motion carried.

Bly made the motion, second by Wray to approve U.S. Department of Transportation Federal Aviation Administration grant agreement for Grinnell Regional Airport for Rehabilitate Runway 13/31 (Phase I- Design). AYES: 3-0. Motion carried.

The committee was provided an update on Central Park construction project status. Everything is moving along nicely. The footings for the stage have been completed. Bushong is currently digging the footings for the shelter. The gazebo is now hovering over the foundation. It will be completely set in the next two weeks. The City Manager has met with one member of the Veterans Commission and will be meeting with the other members on Tuesday and Thursday to hopefully find an amicable resolution to the patio issue. No action was necessary.

INQUIRIES: None.

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

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR

MINUTES
DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES
June 22, 2016

5:30 p.m., Caulkins Community Room

ROLL CALL: Present were: _X_Ahrens _X_Britton _X_Esbrook _X_McClelland
_X_McNally _X_Pagliai _X_Rudolph Others present: _X_Kennett

APPROVAL OF AGENDA: Britton moved and McNally seconded the approval of the agenda. Motion passed unanimously.

APPROVAL OF MINUTES:

Ahrens moved and Pagliai seconded the approval of the May 25, 2016 regular board meeting minutes. Motion passed unanimously with Britton and McClelland abstaining.

COMMUNICATIONS:

1. City administration informed Kennett of changes to the Affordable Care Act resulting in the discontinuation of pro-rated healthcare benefits.
2. A letter of resignation was received from Elise Hadden, Circulation Clerk.

REPORT OF DIRECTOR:

1. Restructuring of personnel, necessitated by changes to the Affordable Care Act, will go into effect July 1st.
2. The "Seed of Knowledge" sculpture by Stephanie Sailer, an Iowa artist, was installed June 10th on the west grounds of the Library. This was a result of the Grinnell Public Art Initiative sponsored by the Grinnell Area Arts Council/Grin City Collective.
3. Statistical report was reviewed.

FINANCIAL REPORT AND APPROVAL OF BILLS: Financials were reviewed. Pagliai moved and Rudolph seconded the approval of bills payable in July. Motion passed unanimously.

COMMITTEE REPORTS:

Building & Grounds – Committee will meet for walk-through of building and grounds to identify potential maintenance and improvement projects.

Finance, Salary, and Personnel –

Long Range Planning –

Policy –

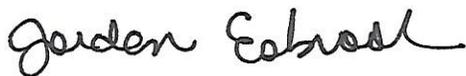
OLD BUSINESS: None.

NEW BUSINESS:

1. Due to the restructuring of personnel, an amended schedule of employee wages for FY17 was presented. Britton moved and Esbrook seconded approval of the FY17 wage schedule. Motion carried unanimously.

McNally moved for adjournment. Meeting adjourned at 6:15 p.m.

The next regular board meeting is scheduled for July 27, 2016 at 5:30 p.m.



Katherine McClelland, Library Board President

Date signed: 7/22/16



Marilyn Kennett, Recording Secretary

MINUTES OF AIRPORT ADVISORY COMMITTEE

July 25, 2016

The following were present for the Airport Advisory Committee meeting: Byron Hueftle – Worley, Ron Lowry, Russ Behrens, Dave Ditzler, George Britton, Gordon Canfield, and Duane Neff

Ron Lowry explained that Manatts are going to use the offices that Lowry Flying Service has been sub leasing from them. Ron Lowry is proposing to bring in a 16' x 40' portable building that would be placed in the grass area between the Southeast T-Hanger and the apron. A description of the building and the colors was explained as follows: red sidewalls with a tan roof.

There will not be a hindrance to the apron. The apron is 150' wide and 115' clear distance is required. This building will be located behind the 150' width.

A motion was made by Hueftle-Worley to recommend to the City Council that permission be given to place this temporary building in the area as described, second by Gordon Canfield. The motion passed unanimously.

Respectfully Submitted,

Duane Neff

STATE OF IOWA
2016
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2016

16207900300000
City Clerk/Finance Director
927 4th Avenue
Grinnell, IA 50112

GRINNELL

CITY OF GRINNELL, IOWA

DUE: December 1, 2016

(Please correct any error in name, address, and ZIP Code)

WHEN COMPLETED, PLEASE RETURN TO
Mary Mosiman, CPA
Office of Auditor of State
Lucas State Office Building
321 E. 12th Street, 2nd Floor
Des Moines, IA 50319

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

Item description	Governmental (a)	Proprietary (b)	Total actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes levied on property	3,807,750		3,807,750	3,817,572
Less: Uncollected property taxes-levy year	0		0	
Net current property taxes	3,807,750		3,807,750	3,817,572
Delinquent property taxes	0		0	0
TIF revenues	1,963,204		1,963,204	2,006,618
Other city taxes	1,706,847	0	1,706,847	1,843,316
Licenses and permits	12,910	0	12,910	3,186
Use of money and property	156,706	25,430	182,136	190,601
Intergovernmental	2,467,295	0	2,467,295	3,576,856
Charges for fees and service	485,634	4,608,492	5,094,126	5,388,267
Special assessments	0	0	0	0
Miscellaneous	1,343,651	180,026	1,523,677	1,512,452
Other financing sources	5,755,974	0	5,755,974	6,081,805
Total revenues and other sources	17,699,971	4,813,948	22,513,919	24,420,673
Expenditures and Other Financing Uses				
Public safety	1,991,262	0	1,991,262	2,093,384
Public works	1,578,667	0	1,578,667	1,762,495
Health and social services	822	0	822	2,000
Culture and recreation	1,322,186	0	1,322,186	1,350,387
Community and economic development	702,911	0	702,911	847,810
General government	1,841,487	0	1,841,487	2,000,254
Debt service	2,026,423	0	2,026,423	2,026,424
Capital projects	5,874,181	0	5,874,181	6,929,325
Total governmental activities expenditures	15,337,939	0	15,337,939	17,012,079
Business type activities	0	3,406,364	3,406,364	4,119,699
Total ALL expenditures	15,337,939	3,406,364	18,744,303	21,131,778
Other financing uses, including transfers out	4,412,844	1,268,630	5,681,474	6,081,805
Total ALL expenditures/And other financing uses	19,750,783	4,674,994	24,425,777	27,213,583
Excess revenues and other sources over (Under) Expenditures/And other financing uses	-2,050,812	138,954	-1,911,858	-2,792,910
Beginning fund balance July 1, 2015	8,666,573	2,799,422	11,465,995	11,465,995
Ending fund balance June 30, 2016	6,615,761	2,938,376	9,554,137	8,673,085

Note - These balances do not include \$ _____ held in non-budgeted internal service funds; \$ _____ held in Pension Trust Funds; \$ _____ held in Private Purpose Trust funds and \$ _____ held in agency funds which were not budgeted and are not available for city operations.

Indebtedness at June 30, 2016	Amount - Omit cents	Indebtedness at June 30, 2016	Amount - Omit cents
General obligation debt	\$ 13,510,000	Other long-term debt	\$ 0
Revenue debt	\$ 0	Short-term debt	\$ 0
TIF Revenue debt	\$ 0		
		General obligation debt limit	\$ 25,625,783

CERTIFICATION

THE FOREGOING REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Signature of city clerk		Date Published/Posted	Mark (x) one	
		07/28/2016	<input checked="" type="checkbox"/> Date Published <input type="checkbox"/> Date Posted	
Printed name of city clerk	Telephone	Area Code	Number	Extension
P. Kay Crmelik		641	236-2600	
Signature of Mayor or other City official (Name and Title)		Date signed		

PLEASE PUBLISH THIS PAGE ONLY

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016												
CITY OF GRINNELL												
<input type="checkbox"/> NON-GAAP = CASH BASIS <input checked="" type="checkbox"/> GAAP Indicate by entering an X in the appropriate box on this sheet ONLY												
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
1	Section A - TAXES											1
2	Taxes levied on property	2,233,409	1,166,206		408,135			3,807,750			3,807,750	2
3	Less: Uncollected property taxes - Levy year							0			0	3
4	Net current property taxes	2,233,409	1,166,206		408,135	0		3,807,750		T01	3,807,750	4
5	Delinquent property taxes							0		T01	0	5
6	Total property tax	2,233,409	1,166,206	1,963,204	408,135	0	0	3,807,750		T01	3,807,750	6
7	TIF revenues			1,963,204				1,963,204			1,963,204	7
8	Other city taxes											
9	Utility tax replacement excise taxes	38,764			5,644			66,046		T15	66,046	8
10	Utility franchise tax (Chapter 364.2, Code of Iowa)	380,778	21,638					380,778		T15	380,778	9
11	Parimutual wager tax							0		C30	0	10
12	Gaming wager tax							0		C30	0	11
13	Mobile home tax							0		T19	0	12
14	Hotel/motel tax		332,305					332,305		T19	332,305	13
15	Other local option taxes	419,542	1,281,661	0	5,644	0	0	1,706,847		T09	1,706,847	14
16	TOTAL OTHER CITY TAXES	12,910	1,963,206	0	5,644	0	0	1,963,206		T29	1,963,206	15
17	Section B - LICENSES AND PERMITS											
18	Section C - USE OF MONEY AND PROPERTY											
19	Interest	12,202	19,602	1,372	4,212	5,382		42,770	25,430	U20	68,200	18
20	Rents and royalties	113,936						113,936		U40	113,936	19
21	Other miscellaneous use of money and property							0		U20	0	20
22	TOTAL USE OF MONEY AND PROPERTY	126,138	19,602	1,372	4,212	5,382	0	156,706	25,430		182,136	21
23	Section D - INTERGOVERNMENTAL											
24	Federal grants and reimbursements											
25	Federal grants							332,253		B89	332,253	27
26	Community development block grants							95,027		B50	95,027	28
27	Housing and urban development							0		B50	0	29
28	Public assistance grants							0		B79	0	30
29	Payment in lieu of taxes							0		B30	0	31
30	Total Federal grants and reimbursements	0	0	0	0	427,280	0	427,280	0		427,280	32
31												33
32												34
33												35
34												36
35												37
36												38
37												39
38												40

Continued on next page

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 -- Continued										CITY OF GRINNELL		<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.	
41	Section D - INTERGOVERNMENTAL - Continued											41	
42	State shared revenues		1,139,154					1,139,154		C46	1,139,154	42	
43	Road use taxes											43	
44												44	
45												45	
46												46	
47												47	
48	Other state grants and reimbursements											48	
49	State grants	4,172	4,000					8,172		C89	8,172	49	
50	Iowa Department of Transportation	45,596				329,196		374,792		C89	374,792	50	
51	Iowa Department of Natural Resources	13,127						13,127		C89	13,127	51	
52	Iowa Economic Development Authority					98,885		98,885		C89	98,885	52	
53	CEBA grants							0		C89	0	53	
54	Commercial & Industrial Replacement Claim							0		C89	0	54	
55	Iowa Tourism - Sports Authority Grant	37,500						37,500		C89	37,500	55	
56	State Library Shared							0			0	56	
57	Iowa Alcoholic Beverages Division	14,432						14,432			14,432	57	
58	State Allocation - Replacement Taxes	120,113	66,944		17,619			204,676			204,676	58	
59								0			0	59	
60	Total state	234,940	1,210,098	0	17,619	428,081	0	1,890,738	0		1,890,738	60	
61												61	
62	Local grants and reimbursements											62	
63	County contributions	14,970						14,970		D89	14,970	63	
64	Library service	7,404						7,404		D89	7,404	64	
65	Township contributions	40,067						40,067		D89	40,067	65	
66	Fire/EMT service							0		D89	0	66	
67	Local grants and reimbursements	800	2,000			84,036		86,836		D89	86,836	67	
68								0			0	68	
69								0			0	69	
70	Total local grants and reimbursements	63,241	2,000	0	84,036	84,036	0	149,277	0		149,277	70	
71	TOTAL INTERGOVERNMENTAL (Sum of lines 33, 60, and 70)	298,181	1,212,098	0	17,619	939,397	0	2,467,295	0		2,467,295	71	
72	Section E - CHARGES FOR FEES AND SERVICE											72	
73	Water							0	1,442,804	A91	1,442,804	73	
74	Sewer							0	1,622,532	A90	1,622,532	74	
75	Electric							0		A92	0	75	
76	Gas							0		A93	0	76	
77	Parking							0		A60	0	77	
78	Airport							0		A01	0	78	
79	Landfill/garbage							0	1,231,508	A81	1,231,508	79	
80	Hospital							0		A36	0	80	

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 - Continued											CITY OF GRINNELL		<input checked="" type="checkbox"/> GAAP		<input type="checkbox"/> NON-GAAP = CASH BASIS	
Part I	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.			
	81	Section E - CHARGES FOR FEES AND SERVICE - Continued											81			
	82	Transit							0		A94	0	82			
	83	Cable TV							0		T15	0	83			
	84	Internet							0		A03	0	84			
	85	Telephone							0		A03	0	85			
	86	Housing authority							0		A50	0	86			
	87	Storm water							0	311,648	A80	311,648	87			
	88	Other:											88			
	89	Nursing home							0		A89	0	89			
	90	Police service fees	600						600		A89	600	90			
	91	Prisoner care							0		A89	0	91			
	92	Fire service charges	4,340						4,340		A89	4,340	92			
	93	Ambulance charges							0		A89	0	93			
	94	Sidewalk street repair charges							0		A44	0	94			
	95	Housing and urban renewal charges							0		A50	0	95			
	96	River port and terminal fees							0		A87	0	96			
	97	Public scales							0		A89	0	97			
	98	Cemetery charges	39,793						39,793		A03	39,793	98			
	99	Library charges							0		A89	0	99			
	100	Park, recreation, and cultural charges	260,641						260,641		A61	260,641	100			
	101	Animal control charges							0		A89	0	101			
	102	Other charges - Specify	5,648						5,648			5,648	102			
	103	Maps, printing etc	174,612						174,612			174,612	103			
	104	TOTAL CHARGES FOR SERVICE	485,634	0	0	0	0	0	485,634	4,608,492		5,094,126	104			
	105												105			
	106	Section F - SPECIAL ASSESSMENTS									U01	0	106			
	107	Section G - MISCELLANEOUS											107			
	108	Contributions	42,188	149,638				4,720	196,746		U99	196,746	108			
	109	Deposits and sales/fuel tax refunds	20,684						20,684		U99	20,684	109			
	110	Sale of property and merchandise	123,358						123,358		U11	123,358	110			
	111	Fines	41,871						41,871		U30	41,871	111			
	112	Internal service charges							0		NR	0	112			
	113	Other miscellaneous - Specify							0			0	113			
	114	County Reimbursement - Ambulance Rent 45% per contract	49,125						49,125			49,125	114			
	115	MidWest Ambulance Rent	27,083						27,083			27,083	115			
	116	Misc Reimbursements	15,619	92					15,711			15,711	116			
	117	Police Reimbursements	4,069						4,069			4,069	117			
	118	Internal transfers	630,962	141,504			76,217		848,683			848,683	118			
	119	Misc Revenues/Refunds		16,321					16,321	180,026		196,347	119			
	120	TOTAL MISCELLANEOUS	954,959	307,755	0	0	76,217	4,720	1,343,651	180,026		1,523,677	120			

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2016 - Continued										<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS			
CITY OF GRINNELL													
Part I	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
	121	TOTAL ALL REVENUES (Sum of lines 6, 7, 15, 16, 22, 71, 704, 706, and 727)	4,530,773	3,987,322	1,964,576	435,610	1,020,996	4,720	11,943,997	4,813,948		16,757,945	121
	122												122
	123	Section H - OTHER FINANCING SOURCES											123
	124	Proceeds of capital asset sales							0		NR	0	124
	125	Proceeds of long-term debt (Excluding TIF internal borrowing)				74,500			74,500		NR	74,500	125
	126	Proceeds of anticipatory warrants or other short-term debt							0		A89	0	126
	127	Regular transfers in and interfund loans	177,545	462,590		1,008,488	2,296,845		3,945,468			3,945,468	127
	128	Internal TIF loans and transfers in	10,000			984,506	741,500		1,736,006			1,736,006	128
	129								0			0	129
	130								0			0	130
	131	TOTAL OTHER FINANCING SOURCES	187,545	462,590	0	2,067,494	3,038,345	0	5,755,974	0		5,755,974	131
	132	TOTAL REVENUES except for beginning balances (Sum of lines 121 and 131)	4,718,318	4,449,912	1,964,576	2,503,104	4,059,341	4,720	17,699,971	4,813,948		22,513,919	132
	133												133
	134	Beginning fund balance July 1, 2015	1,202,132	4,412,978	257,224	147,712	2,137,852	508,675	8,666,573	2,799,422		11,465,995	134
	135												135
	136	TOTAL REVENUES AND OTHER FINANCING SOURCES (Sum of lines 132 and 134)	5,920,450	8,862,890	2,221,800	2,650,816	6,197,193	513,395	26,366,544	7,613,370		33,979,914	136
	137												137
	138												138
	139												139
	140												140
	141												141
	142												142
	143												143
	144												144
	145												145
	146												146
	147												147
	148												148
	149												149
	150												150
	151												151
	152												152
	153												153
	154												154
	155												155
	156												156
	157												157
	158												158
	159												159

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016										CITY OF GRINNELL			<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.	
	1	Section A — PUBLIC SAFETY											1	
	2	Police department/Crime prevention — Current operation	1,108,078	226,603					1,334,681		E62	1,334,681	2	
	3	Purchase of land and equipment							0		G62	0	3	
	4	Construction							0		F62	0	4	
	5	Jail — Current operation							0		E04	0	5	
	6	Purchase of land and equipment							0		G04	0	6	
	7	Construction							0		F04	0	7	
	8	Emergency management — Current operation	1,593						1,593		E89	1,593	8	
	9	Purchase of land and equipment							0		G89	0	9	
	10	Flood control — Current operation							0		E59	0	10	
	11	Purchase of land and equipment							0		G59	0	11	
	12	Construction							0		F59	0	12	
	13	Fire department — Current operation	376,997	79,094					456,091		E24	456,091	13	
	14	Purchase of land and equipment							0		G24	0	14	
	15	Construction							0		F24	0	15	
	16	Ambulance — Current operation	109,167						109,167		E32	109,167	16	
	17	Purchase of land and equipment							0		G32	0	17	
	18	Building inspections — Current operation							0		E66	0	18	
	19	Purchase of land and equipment							0		G66	0	19	
	20	Construction							0		F66	0	20	
	21	Miscellaneous protective services — Current operation							0		E66	0	21	
	22	Purchase of land and equipment							0		G66	0	22	
	23	Construction							0		F66	0	23	
	24	Animal control — Current operation	3,011						3,011		E32	3,011	24	
	25	Purchase of land and equipment							0		G32	0	25	
	26	Construction							0		F32	0	26	
	27	Other public safety — Current operation	86,719						86,719		E89	86,719	27	
	28	Purchase of land and equipment							0		G89	0	28	
	29								0			0	29	
	30								0			0	30	
	31								0			0	31	
	32								0			0	32	
	33								0			0	33	
	34								0			0	34	
	35								0			0	35	
	36								0			0	36	
	37								0			0	37	
	38								0			0	38	
	39								0			0	39	
	40	TOTAL PUBLIC SAFETY	1,685,565	305,697		0	0	0	1,991,262			1,991,262	40	

CITY OF GRINNELL										<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS			
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued													
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
	41	Section B — PUBLIC WORKS							664,817		E44		41
	42	Roads, bridges, sidewalks — Current operation	82,144	582,673							G44	664,817	42
	43	Purchase of land and equipment									F44	0	43
	44	Construction									E60	0	44
	45	Parking meter and off-street — Current operation									G60	0	45
	46	Purchase of land and equipment									F60	0	46
	47	Construction									E44	0	47
	48	Street lighting — Current operation		76,682					76,682		E44	76,682	48
	49	Traffic control safety — Current operation		36,010					36,010		E44	36,010	49
	50	Purchase of land and equipment									G44	0	50
	51	Construction									F44	0	51
	52	Snow removal — Current operation		113,258					113,258		E44	113,258	52
	53	Purchase of land and equipment									G44	0	53
	54	Highway engineering — Current operation									E44	0	54
	55	Purchase of land and equipment									G44	0	55
	56	Construction									F44	0	56
	57	Street cleaning — Current operation		34,084					34,084		E81	34,084	57
	58	Purchase of land and equipment									G81	0	58
	59	Airport (if not an enterprise) — Current operation	85,790						85,790		E01	85,790	59
	60	Purchase of land and equipment									G01	0	60
	61	Construction									F01	0	61
	62	Garbage (if not an enterprise) — Current operation									E81	0	62
	63	Purchase of land and equipment									G81	0	63
	64	Construction									F81	0	64
	65	Other public works — Current operation		568,026					568,026		E89	568,026	65
	66	Purchase of land and equipment									G89	0	66
	67	Construction									F89	0	67
	68											0	68
	69											0	69
	70											0	70
	71											0	71
	72											0	72
	73											0	73
	74											0	74
	75											0	75
	76											0	76
	77											0	77
	78											0	78
	79											0	79
	80	TOTAL PUBLIC WORKS	167,934	1,410,733		0	0	0	1,578,667			1,578,667	80

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued										CITY OF GRINNELL		<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
	81	Section C — HEALTH AND SOCIAL SERVICES											81
	82	Welfare assistance — Current operation							0		E79	0	82
	83	Purchase of land and equipment							0		G79	0	83
	84	City hospital — Current operation							0		E36	0	84
	85	Purchase of land and equipment							0		G36	0	85
	86	Construction							0		F36	0	86
	87	Payments to private hospitals — Current operation							0		E36	0	87
	88	Health regulation and inspections — Current operation							0		E32	0	88
	89	Purchase of land and equipment							0		G32	0	89
	90	Construction							0		F32	0	90
	91	Water, air, and mosquito control — Current operation							0		E32	0	91
	92	Purchase of land and equipment							0		G32	0	92
	93	Construction							0		F32	0	93
	94	Community mental health — Current operation							0		E32	0	94
	95	Purchase of land and equipment							0		G32	0	95
	96	Construction							0		F32	0	96
	97	Other health and social services — Current operation	822						822		E79	822	97
	98	Purchase of land and equipment							0		G79	0	98
	99	Construction							0		F79	0	99
	100								0			0	100
	101								0			0	101
	102								0			0	102
	103	TOTAL HEALTH AND SOCIAL SERVICES	822	0		0	0	0	822			822	103
	104												104
	105												105
	106												106
	107												107
	108												108
	109												109
	110												110
	111												111
	112												112
	113												113
	114												114
	115												115
	116												116
	117												117
	118												118
	119												119
	120												120

Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (a) through (f) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
	121	Section D — CULTURE AND RECREATION											121
	122	Library services — Current operation	523,314	44,645					567,959		E52	567,959	122
	123	Purchase of land and equipment							0		G52	0	123
	124	Construction							0		F52	0	124
	125	Museum, band, theater — Current operation	2,436						2,436		E61	2,436	125
	126	Purchase of land and equipment							0		G61	0	126
	127	Parks — Current operation	137,417						137,417		E61	137,417	127
	128	Purchase of land and equipment							0		G61	0	128
	129	Construction							0		F61	0	129
	130	Recreation — Current operation	430,743						430,743		E61	430,743	130
	131	Purchase of land and equipment							0		G61	0	131
	132	Construction							0		F61	0	132
	133	Cemetery — Current operation	108,631						108,631		E03	108,631	133
	134	Purchase of land and equipment							0		G03	0	134
	135	Community center, zoo, marina, and auditorium							0		E61	0	135
	136	Other culture and recreation	75,000						75,000		E61	75,000	136
	137	Purchase of land and equipment							0		G61	0	137
	138	Construction							0		F61	0	138
	139	TOTAL CULTURE AND RECREATION	1,277,541	44,645		0	0	0	1,322,186			1,322,186	139
	140	Section E — COMMUNITY AND ECONOMIC DEVELOPMENT											140
	141	Community beautification — Current operation	20,736	3,400					24,136		E89	24,136	141
	142	Purchase of land and equipment							0		G89	0	142
	143	Economic development — Current operation	85,687		48,851				134,538		E89	134,538	143
	144	Purchase of land and equipment							0		G89	0	144
	145	Housing and urban renewal — Current operation							0		E50	0	145
	146	Purchase of land and equipment							0		G50	0	146
	147	Construction							0		F50	0	147
	148	Planning and zoning — Current operation	224,761						224,761		E29	224,761	148
	149	Purchase of land and equipment							0		G29	0	149
	150	Other community and economic development — Current operation	85,000	68,810					153,810		E89	153,810	150
	151	Purchase of land and equipment							0		G89	0	151
	152	Construction							0		F89	0	152
	153	TIF Rebates			165,666				165,666		E89	165,666	153
	154	TOTAL COMMUNITY AND ECONOMIC DEVELOPMENT	416,184	72,210	214,517	0	0	0	702,911			702,911	154
	155												155
	156												156
	157												157
	158												158

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

Part II		EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued							CITY OF GRINNELL		<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS	
Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (g)) (i)	Line No.
159	Section F -- GENERAL GOVERNMENT											159
160	Mayor, council and city manager -- Current operation	37,062						37,062		E29	37,062	160
161	Purchase of land and equipment							0		G29	0	161
162	Clerk, Treasurer, financial administration -- Current operation	144,937						144,937		E23	144,937	162
163	Purchase of land and equipment							0		G23	0	163
164	Elections -- Current operation							0		E89	0	164
165	Purchase of land and equipment							0		G89	0	165
166	Legal services and city attorney -- Current operation	11,692						11,692		E25	11,692	166
167	Purchase of land and equipment							0		G25	0	167
168	City hall and general buildings -- Current operation	125,648						125,648		E31	125,648	168
169	Purchase of land and equipment							0		G31	0	169
170	Construction							0		F31	0	170
171	Tort liability -- Current operation	62,700	161,842					224,542		E89	224,542	171
172	Other general government -- Current operation	462,962	834,644					1,297,606		E89	1,297,606	172
173	Purchase of land and equipment							0		G89	0	173
174								0			0	174
175								0			0	175
176	TOTAL GENERAL GOVERNMENT	845,001	996,486	0	0	0	0	1,841,487			1,841,487	176
177	Section G -- DEBT SERVICE											177
178					2,026,423			2,026,423			2,026,423	178
179								0			0	179
180								0			0	180
181								0			0	181
182	TOTAL DEBT SERVICE	0	0	0	2,026,423	0	0	2,026,423			2,026,423	182
183	Section H -- REGULAR CAPITAL PROJECTS -- Specify											183
184						5,874,181		5,874,181			5,874,181	184
185								0			0	185
186								0			0	186
187	Subtotal Regular Capital Projects	0	0	0	0	5,874,181	0	5,874,181			5,874,181	187
188	-- TIF CAPITAL PROJECTS -- Specify											188
189								0			0	189
190								0			0	190
191								0			0	191
192	Subtotal TIF Capital Projects	0	0	0	0	0	0	0			0	192
193	TOTAL CAPITAL PROJECTS	0	0	0	0	5,874,181	0	5,874,181			5,874,181	193
194	TOTAL GOVERNMENTAL ACTIVITIES EXPENDITURES	4,393,047	2,829,771	214,517	2,026,423	5,874,181	0	15,337,939			15,337,939	194
195	(Sum of lines 40, 80, 103, 139, 154, 176, 182, 193)											195
196												196

CITY OF GRINNELL

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued

GAAP NON-GAAP = CASH BASIS

Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF Special revenue (c)	Debt service (d)	Capital projects (e)	Permanent Fund (f)	Total current governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of col. (h)) (i)	Line No.
	197	Section I — BUSINESS TYPE ACTIVITIES											197
	198	Water — Current operation								1,307,160	E91	1,307,160	198
	199	Purchase of land and equipment									G91	0	199
	200	Construction									F91	0	200
	201	Sewer and sewage disposal — Current operation								893,732	E80	893,732	201
	202	Purchase of land and equipment									G80	0	202
	203	Construction									F80	0	203
	204	Electric — Current operation									E92	0	204
	205	Purchase of land and equipment									G92	0	205
	206	Construction									F92	0	206
	207	Gas Utility — Current operation									E93	0	207
	208	Purchase of land and equipment									G93	0	208
	209	Construction									F93	0	209
	210	Parking — Current operation									E60	0	210
	211	Purchase of land and equipment									G60	0	211
	212	Construction									F60	0	212
	213	Airport — Current operation									E01	0	213
	214	Purchase of land and equipment									G01	0	214
	215	Construction									F01	0	215
	216	Landfill/Garbage — Current operation								973,497	E81	973,497	216
	217	Purchase of land and equipment									G81	0	217
	218	Construction									F81	0	218
	219	Hospital — Current operation									E36	0	219
	220	Purchase of land and equipment									G36	0	220
	221	Construction									F36	0	221
	222	Transit — Current operation									E94	0	222
	223	Purchase of land and equipment									G94	0	223
	224	Construction									F94	0	224
	225	Cable TV, telephone, internet — Current operation									E03	0	225
	226	Purchase of land and equipment									G03	0	226
	227	Housing authority — Current operation									E50	0	227
	228	Purchase of land and equipment									G50	0	228
	229	Construction									F50	0	229
	230	Storm water — Current operation									E80	231,975	230
	231	Purchase of land and equipment									G80	0	231
	232	Construction									F80	0	232
	233												233
	234												234
	235												235
	236												236

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2016 -- Continued										<input checked="" type="checkbox"/> GAAP <input type="checkbox"/> NON-GAAP = CASH BASIS			
CITY OF GRINNELL													
Part II	Line No.	Item description	General (a)	Special revenue (b)	TIF special revenue (c)	Debt service (d)	Capital projects (e)	Permanent (f)	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
	237	Section I — BUSINESS TYPE ACTIVITIES — Cont.											237
	238	Other business type — Current operation									E89	0	238
	239	Purchase of land and equipment									G89	0	239
	240	Construction									F89	0	240
	241												241
	242	Enterprise Debt Service										0	242
	243	Enterprise Capital Projects										0	243
	244	Enterprise TIF Capital Projects										0	244
	245	Internal service funds — Specify										0	245
	246											0	246
	247											0	247
	248											0	248
	249											0	249
	250											0	250
	251	TOTAL BUSINESS TYPE ACTIVITIES								3,406,364		3,406,364	251
	252												252
	253	TOTAL EXPENDITURES (Sum of lines 194 and 251)	4,393,047	2,829,771	214,517	2,026,423	5,874,181	0	15,337,939	3,406,364		18,744,303	253
	254	Section J — OTHER FINANCING USES INCLUDING TRANSFERS											254
	255	OUT									NE		255
	256	Regular transfers out	255,380	1,956,908		434,456	30,094		2,676,838	1,268,630		3,945,468	256
	257	Internal TIF loans/repayments and transfers out			1,736,006				1,736,006			1,736,006	257
	258	TOTAL OTHER FINANCING USES	255,380	1,956,908	1,736,006	434,456	30,094	0	4,412,844	1,268,630		5,681,474	258
	259	TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258)	4,648,427	4,786,679	1,950,523	2,460,879	5,904,275	0	19,750,783	4,674,994		24,425,777	259
	260												260
	261	Ending fund balance June 30, 2016:											261
	262	Governmental:											262
	263	Nonspendable						513,395	513,395			513,395	263
	264	Restricted										0	264
	265	Committed			271,277	74,500	292,918		638,695			638,695	265
	266	Assigned										0	266
	267	Unassigned	1,272,023	4,076,211	271,277	115,437	292,918		5,463,671			5,463,671	267
	268	Total Governmental	1,272,023	4,076,211	271,277	189,937	292,918		6,615,761			6,615,761	268
	269	Proprietary								2,938,376		2,938,376	269
	270	Total ending fund balance June 30, 2016	1,272,023	4,076,211	271,277	189,937	292,918	513,395	6,615,761	2,938,376		9,554,137	270
	271	TOTAL REQUIREMENTS (Sum of lines 259 and 270)	5,920,450	8,862,890	2,221,800	2,650,816	6,197,193	513,395	26,366,544	7,613,370		33,979,914	271
	272												272

Part III INTERGOVERNMENTAL EXPENDITURES CITY OF GRINNELL
 Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis.
 Include these expenditures in part II. *Enter amount, omit cents.*

Purpose	Amount paid to other local governments
Correction.....	M05 \$
Health.....	M32
Highways.....	M44
Transit subsidies.....	M94
Libraries.....	M52
Police protection.....	M62
Sewerage.....	M80
Sanitation.....	M81
All other.....	M89 \$

Purpose	Amount paid to State
Highways.....	L44 \$
All other.....	L89 \$

Part IV SALARIES AND WAGES
 Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

Total salaries and wages paid.....	Amount - Omit cents	
	200 \$	3,311,221

Part V DEBT OUTSTANDING, ISSUED, AND RETIRED

A. Long-term debt		Debt during the fiscal year		Debt Outstanding JUNE 30, 2016				Interest paid this year
Purpose	Debt outstanding JULY 1, 2015 (a)	Issued (b)	Retired (c)	General obligation (d)	TIF revenue (e)	Revenue (f)	Other (g)	
1. Water utility	19U \$ 0	29U \$	39U \$	49U \$	49U \$	49U \$	49U \$	191 \$
2. Sewer utility	19U 0	29U	39U	49U	49U	49U	49U	189
3. Electric utility	19U 0	29U	39U	49U	49U	49U		192
4. Gas utility	19U 0	29U	39U	49U	49U	49U		193
5. Transit-bus	19U	29U	39U	49U	49U	49U		194
6. Industrial Revenue	19T 0	24T	34T		44T	44T		189
7. Mortgage revenue	19T 0	24T	34T		44T	44T		189
8. TIF revenue	19U	29U	39U	49U	49U	49U	49U	189
9. Other-Specify GO LOST 14	19U 6,655,000	29U	39U 660,000	49U 5,995,000	49U	49U	49U	189 252,125
10. GO URB REN 13A & 13B	19U 3,920,000	29U	39U 90,000	49U 3,830,000	49U	49U	49U	189 84,830
11. GO Ref CLN 2008 CBD IIA	19U 115,000	29U	39U 65,000	49U 50,000	49U	49U	49U	189 5,060
12. T-Hangar CLN 2006B	19U 14,207	29U	39U 14,207	49U 0	49U	49U	49U	189 923
13. LOST II-III	19U 2,310,000	29U	39U 710,000	49U 1,600,000	49U	49U	49U	189 27,616
14. LOST II-III	19U 2,695,000	29U	39U 660,000	49U 2,035,000	49U	49U	49U	189 96,363
Total long-term debt	15,709,207	0	2,199,207	13,510,000	0	0	0	466,917

B. Short-term debt		Amount - Omit cents	
Outstanding as of JULY 1, 2015	61V \$		0
Outstanding as of JUNE 30, 2016	64V \$		0

Part VI DEBT LIMITATION FOR GENERAL OBLIGATION BONDS
 Assessed Valuations by Levy Authority and County, AY2014/FY2016
 Actual valuation -- January 1, 2014

	\$	512,515,669	x .05 = \$	25,625,783
--	----	--------------------	------------	-------------------

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2016

Type of asset	Amount - Omit cents				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	all other funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	W01 \$	W31 \$		W61 9,554,130	9,554,130

REMARKS
 V98



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, AUGUST 1, 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 approving a professional service agreement with Greater Poweshiek Community Foundation for the benefit of the Skate Park Campaign (See Resolution No. 2016-147).
2. Consider resolution authorizing a sub-lease between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Resolution No. 2016-148).
3. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Youth Soccer Fields and Concession Stand (See Resolution No. 2016-149).
4. Consider resolution approving the recreation license agreement for the Charles Benson Bear '39 Recreation and Athletic Center between the city and Grinnell College (See Resolution No. 2016-150).
5. Consider authorizing the following institutions as depositories for public funds for the city of Grinnell and rescinding Resolution No. 3405 (See Resolution No. 2016-151).
6. Consider resolution directing that the lease on certain real estate be terminated and that notice be given to tenant – Airport (See Resolution No. 2016-152).
7. Consider resolution directing that the lease on certain real estate be terminated and that notice be given to tenant-Wastewater Treatment Plant (See Resolution No. 2016-153).

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2016-147

RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH GREATER POWESHIEK COMMUNITY FOUNDATION FOR THE SOLE BENEFIT OF THE SKATE PARK CAMPAIGN

WHEREAS, the City Council of the city of Grinnell desires to contract with the Foundation to provide such services for the sole benefit of the Skate Park Campaign; and

WHEREAS, the Grinnell Parks and Recreation Board has spent time developing a plan for the revitalization of the original skate park located at Bailey Park and believe a more permanent structure is necessary for the sustainability of the same; and

WHEREAS, the Grinnell City Council is in support of the proposed improvement to the original skate park structure and area; and

WHEREAS, the professional service agreement outlines the terms and conditions needed for said Skate Park Campaign; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional service agreement with Greater Poweshiek Community Foundation for the sole benefit of the Skate Park Campaign.

Passed and approved this 1st day of August 2016.

Gordon Canfield, Mayor

ATTEST:

P. Kay Cmelik, City Clerk/Finance Director



SERVICE AGREEMENT FOR SKATEPARK CAMPAIGN

THIS AGREEMENT (the “Agreement”) is made and entered into as of _____, 20____, by and between the Greater Poweshiek Community Foundation (the “Foundation”) and City of Grinnell (“Program”) for the sole benefit of the Skatepark Campaign.

GENERAL PROVISIONS

Program desires to contract with Foundation to provide certain administrative services to aid Program, and the Foundation desires to provide such services to Program, all on the terms and conditions contained herein.

In consideration of the mutual covenants of this agreement the parties agree as follows:

- 1. TERMS OF AGREEMENT:** This agreement shall commence on the date set forth above and remain in effect until the goal is reached, subject to the provisions of Section 5.
- 2. SERVICES:** Program hereby engages Foundation to render services to Program as described in Exhibit A to this agreement (“Description of Services). Foundation hereby accepts such engagement on the terms and conditions set forth in this agreement.
- 3. PAYMENT FOR SERVICES:** Foundation shall receive 5.0% of all contributions and any interest accrued for the Services provided under this agreement. In addition, the Program shall promptly reimburse Foundation for any expense incurred in performing the Services hereunder.
- 4. MARKETING/RECOGNITION:** For marketing purposes the fund shall be known as the “Skatepark Campaign” and the purpose of the fund is: “Grinnell area skateboarders and BMX riders have been without a sanctioned area to participate in their favorite sports since the aging wooden ramps at Bailey Park were removed in 2014. Because of the popularity of the old facility, a \$250,000 campaign is underway to rebuild the Bailey Park Skatepark, this time as a cast concrete, state-of-the-art skatescape that will serve as a place that skaters and riders can call home for many years to come.”
- 5. INDEPENDENT CONTRACTOR:** Foundation is an independent contractor and not an employee, agent, partner, or joint venture of Program. Except as otherwise provided in this agreement, neither party shall have authority to bind the other party or to transact any business in the name of the other or on its behalf, or to make any promises or representations on behalf of the other party.

6. TERMINATION: This agreement may be terminated by either party at any time by giving thirty (30) days prior written notice to the other party specifying the date of such termination. In the event that the effective date of the termination of this agreement is prior to the end of the month in which the termination takes place, the payment for expenses under Section 3 shall be promptly paid to the Foundation.

7. NOTICE: Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, send certified or registered, and addressed as follows:

a. If to Foundation:

Greater Poweshiek Community Foundation
PO Box 344
1510 Penrose Street
Grinnell, IA 50112
Attn: President

b. If to Program:

City of Grinnell
927 4th Avenue
Grinnell, IA 50112

The addresses set forth above shall be presumed to be the last known address of the respective parties, unless a party has notified the other party in writing of a change of address. However, the principal office for Program's capital campaign shall be PO Box 344, Grinnell, IA 50112.

8. INSURANCE AND INDEMNIFICATION: Program shall at all times maintain general liability insurance in the amount of no less than one million dollars (\$1,000,000) per occurrence, for claims made at any time (whether during or after the term of this agreement) on account of an incident, act or omission occurring during the term of this agreement. Program will provide evidence of this agreement from time to time as requested by Foundation. Such policies will provide that Foundation will be sent thirty (30) days prior written notice of any proposed cancellation, actual cancellation or change in coverage of Program's general liability insurance.

Program shall indemnify and hold Foundation harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorney's fees and legal expenses, incurred by Foundation as a result of a breach of this agreement by Program or any tortious, unlawful or unauthorized acts or omissions by Program. Foundation shall indemnify and hold Program harmless from and against any and all liabilities, losses, damages, costs or expense, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by Program as a result of a breach of this agreement by Foundation or any tortious, unlawful or unauthorized acts or omissions by Foundation.

9. LIMITATION OF LIABILITY: Foundation shall be liable only for its gross negligence or willful misconduct in performing any Services under this agreement. Foundation shall not be responsible for Program's acts or omissions or those of any other person or entity. Foundation shall be liable only for Program's actual damages; provided, however, Foundation's entire liability and Program's sole remedy under this agreement, whether or not the claim is in contract or tort, shall not exceed the value of services rendered by Foundation to Program under this agreement during the three-month period preceding the date of the alleged actions or inactions, or One Thousand Dollars and No Cents (\$1,000.00), whichever shall be less.

10. RECORDS: Program shall maintain ownership of all records provided to Foundation as part of the Services, including, without limitation, mailing lists and program lists. Foundation shall have, at all times during the term of this agreement and after the expiration or earlier termination of this agreement, access to such records in the event of any dispute or other litigation regarding this agreement, including, without limitation, Foundation's performance of the Services.

11. VARIANCE POWER: In the event the Skatepark Campaign Committee should cease to exist as a program of the City of Grinnell or of a separate legal entity, the income received as a result of this agreement shall be redirected to the support of another charitable agency (or agencies). Such redirection would be undertaken by the Foundation Board of Directors, but only after consultation with the Program if possible. The money raised will remain part of the assets of the Foundation. In any event, it is understood the Foundation is under an obligation to respect the purpose for which this agreement was established and the programs and activities of the Skatepark in Grinnell which it is designed to support.

12. MISCELLANEOUS: This agreement constitutes the entire agreement between parties and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

Greater Poweshiek Community Foundation

City of Grinnell

Jessica Dillon, President

Gordon Canfield, Mayor

P. Kay Cmelik, City Clerk/Finance Director

EXHIBIT A
DESCRIPTION OF SERVICES

1. Foundation will receive and deposit checks for Program made payable to the Greater Poweshiek Community Foundation (with "Skatepark Campaign" on the memo line).
2. Foundation will prepare and mail gift acknowledgment letters to individuals and entities that make donations to the Program.
3. Foundation will monitor pledge commitments made to the Program and mail reminder notices to donors regarding pledges.
4. Foundation will assist Program in preparing monthly unaudited financial statements that will be prepared for internal purposes.
5. Foundation services to Program will include short-term investment of the funds received, annual audits and tax return (as part of the comprehensive audits and tax reporting on all component funds) filing.
6. One Foundation staff person will attend a City of Grinnell Council meeting or Skatepark Campaign Committee meeting each month.

EXHIBIT B
FEE SCHEDULE

Set-up Costs

There are no costs to establish any type of fund at the Foundation.

Administrative & Investment Fees

Greater Poweshiek Community Foundation (GPCF) participates in the Community Support Services (CSS) program of the Claude W. and Dolly Ahrens Foundation (CDAF). The CSS program:

- Builds organizational capacity and promotes collaboration among the local nonprofit community.
- Optimizes back-office support operations and creates efficiencies through shared staff and administrative functions.
- Strengthens the missions of the local nonprofit sector, thus improving the quality of life for the local area.

All donors and non-profit partners receive the benefit of this program. And through this program and the resulting economies of scale, GPCF is able to charge minimal fees compared to the costs associated with the establishment and maintenance of private foundations. When combined with the professional services provided by GPCF and its partner, CDAF, and the broad local knowledge and collaboration, these fees are competitive. The fees are used to support GPCF's operating expenses. Your investment helps to ensure the financial stability and sustainability of the foundation for future generations of charitable doors.

Funds are subject to a campaign management fee described below.

Administrative & Investment Fee: 5% on each donation received.

Other Fees or Expenses

Funds and non-profit partners will be charged for direct expenses incurred on their behalf that are not covered by the standard administrative fee.

All fees are subject to review annually. In addition, a customized fee structure may be considered by GPCF.

RESOLUTION NO. 2016-148

A RESOLUTION AUTHORIZING A SUB-LEASE AGREEMENT BETWEEN THE CITY OF GRINNELL AND MID-IOWA FUTBOL, INC. 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 Mid-Iowa Futbol, Inc. which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation and leased by the city for the amount of \$2,780 in two equal installments due by September 15, 2016 and April 15, 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 July 1, 2016 to June 30, 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 lease agreement on behalf of the city with Mid-Iowa Futbol, Inc. and the Ahrens Park Foundation for the Ahrens Soccer Facility.

PASSED AND APPROVED THIS 1st day of August, 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
AND CONCESSION STAND
Sub-Lease Agreement 2016-2017
Mid-Iowa Futbol Club**

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 _____ 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 Mid-Iowa Futbol Club, Inc., an Iowa nonprofit corporation, (hereafter Sub-Tenant) whose address for the purpose of this lease is 525 Broad Street, 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) and the adjacent soccer concession stand (hereafter Facility) which are owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on July 1, 2016, and ending on June 30, 2017 upon the condition that the Sub-Tenant performs as set out in this lease.

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, \$2,780 for the entire term of this agreement and payable in two equal installments to Foundation on or by September 15, 2016 and on or by April 15, 2017. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

3. **USE OF PREMISES AND FACILITY.**

- A. Sub-Tenant agrees to use the Premises and Facility only for the purpose(s) of youth soccer events and concessions related to such events (hereafter Event).
- B. Sub-Tenant shall not assign or sublease the Premises and Facility.
- C. Sub-Tenant is not a for-profit entity and will not engage in or allow any for-profit activity on the Premises or Facility for the terms of this lease.

4. **FOUNDATION'S DUTIES:**

- A. At reasonable intervals, Foundation will provide necessary general janitorial services and landscaping to the Premises, the Facility, and its contiguous lawns, parking areas, driveways and sidewalks, except that Sub-Tenant shall provide necessary clean-up for its own programs and usages as more fully set out below.
- B. Foundation will provide all general field maintenance for the Premises necessary for the above usage, including the marking of field paint, use of irrigation system, and mowing.

- C. Foundation will care for and maintain the Premises and Facility including sewer, plumbing, water pipes, electrical wiring, heating, driveways and walkways in a reasonably safe and serviceable condition.
- D. Foundation will pay utilities for the leased Premises and Facility. Sub-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.
- E. Foundation shall supply cleaning supplies and toilet paper for the Facility.

5. SUB-TENANT'S DUTIES:

- A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way the 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 and Facility 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 and Facility are not cleaned up by the set time, the City will employ the Foundation to return the Premises and Facility to the condition they were before the lease term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises and Facility without the prior written consent of the City and Foundation.
- B. For all maintenance matters - call or text Shane Gosselink at (641)990-0171 or email shane@ahrensfamilyfoundation.org or email Julie Gosselink at julie@ahrensfamilyfoundation.org
- C. Sub-Tenant shall clean up the Premises and Facility as necessary after its use, including food service area and toilets.
- D. No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises or at the Facility.
- E. Sub-Tenant will follow and implement Foundation's Emergency Weather Response Plan for the Premises attached hereto as on Exhibit A, during the terms of this agreement.
- F. Sub-Tenant agrees to conduct periodic safety reviews of the Premises and Facility in conjunction with Foundation, at Foundation's request, during the terms of this lease.
- G. This lease includes the City's use of the Facility for storage purposes of equipment.

6. 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.

7. 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 and Facility 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 and Facility resulting from or in any manner connecting with above use of the Premises and Facility 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 Sub-Tenant any more than three notices for the same default within any 365-day period.

C. In the event Sub-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.

MID-IOWA FUTBOL CLUB

CITY OF GRINNELL

Printed name of Signature Agent of
Mid-Iowa Futbol Club

Printed name of Signature Agent of City of Grinnell

By: _____
Signature Agent of Mid-Iowa Futbol Club

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. 2016-149

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT FOR YOUTH SOCCER FIELDS AND CONCESSION STAND

WHEREAS, the City of Grinnell has decided that to lease the Youth Soccer Fields and Concession Stand 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 lease the Youth Soccer Fields and Concession Stand 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 \$2,530 due upon September 15, 2016, 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 with the President and Secretary signing on behalf of the Ahrens Park Foundation for the Youth Soccer Fields and Concession Stand.

PASSED AND APPROVED THIS 1st day of August, 2016.

Gordon R. Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director



**AHRENS SOCCER FACILITY
AND CONCESSION STAND
Lease Agreement 2016 - 2017
City of Grinnell**

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 _____ of July, 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, the Ahrens soccer facility, located at 1510 Penrose Street, Grinnell, Iowa (the “Premises”) and the adjacent soccer concession stand, also located at 1510 Penrose Street, Grinnell, Iowa (the “Facility”), with the improvements thereon, and all rights, easements and appurtenances thereto for a lease term commencing on July 1, 2016, and ending 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 and Facility, 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, \$2,530 for the terms of this lease with payment due upon September 15th, 2016.

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 AND FACILITY.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased Premises and Facility only for youth soccer events and concessions related to such events.

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 may sublease the Premises and Facility to the Mid-Iowa Futbol Club, Inc. (hereafter Sub-Tenant) during the terms of this lease. Tenant agrees that Sub-Tenant will directly pay Landlord for sublease of the Premises and Facility.

Tenant may also sublease the Premises to the Grinnell-Newburg Community School District for all scheduled high school soccer games during the terms of this lease. Tenant agrees that the Grinnell-Newburg Community School District will directly pay Landlord for sublease of the Premises.

LANDLORD'S DUTIES:

(a) At reasonable intervals, Landlord will provide necessary general janitorial services and landscaping to the Premises, the Facility, 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 and Facility including sewer, plumbing, water pipes, electrical wiring, heating, driveways and walkways in a reasonably safe and serviceable condition.

(c) Landlord will pay utilities for the leased Premises and Facility. 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 supply cleaning supplies and toilet paper for the Facility.

TENANT'S DUTIES:

(a) Tenant shall clean up the Premises and Facility as necessary after its use. If Tenant subleases Facility to Sub-Tenant, then Sub-Tenant shall clean up the Facility as necessary after its use, including food service area and toilets.

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

(c) Tenant will follow and implement Landlord's Emergency Weather Response Plan for the Premises attached hereto as on Exhibit A, during the terms of this agreement.

(d) Tenant agrees to conduct periodic safety reviews of the Premises and Facility in conjunction with Landlord, at Landlord's request, during the terms of this lease.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said Premises and Facility is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the Premises and Facility for the term of this lease. Landlord shall have the right to mortgage all of

its right, title, interest in said Premises and Facility 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 AND FACILITY

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

REPAIRS AND MAINTENANCE OF PREMISES AND FACILITY

B. Landlord shall replace and repair the structural parts of the Facility. For purposes of this lease, the structural parts of the Facility 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. Landlord shall be responsible for maintenance of all common areas under Landlord’s control.

D. Each party shall perform their responsibilities of repair and maintenance to the end that the Premises and Facility will be kept in a safe and serviceable condition. Neither party will permit nor allow the Premises and Facility 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

E. 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.

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

AMERICANS WITH DISABILITIES ACT

G. Tenant will make no unlawful use of said Premises and Facility 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 AND FACILITY 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 and Facility 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 on the Premises or Facility, 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 and Facility 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. Landlord will allow subletting of the entire Premises and Facility for the Mid-Iowa Futbol Club during the terms of this lease. Landlord will also allow subletting of the entire Premises for the Grinnell-Newburg Community School District during the terms of this lease.

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 and Facility 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 and Facility 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 and Facility.

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 and Facility, 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 AND FACILITY.** In the event of a partial destruction or damage of the Premises and Facility 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 and Facility 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 or Facility, 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 or Facility including the adjacent parking lots so that Tenant is not able to conduct its business on the Premises or Facility or the then current legal use for which the Premises and Facility 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 or Facility 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 or Facility 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 or Facility, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises or Facility 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 Facility 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 and Facility, 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 of the Facility 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 and Facility.

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 and Facility 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 Facility, 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 or Facility 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 or at the Facility 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 or at the Facility.

4. The soil, groundwater, and soil vapor on or under the Premises and Facility 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 and Facility any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the Premises or Facility 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 and Facility 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 or Facility, 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 and Facility; 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 dedicated space in the Grinnell Athletic and Recreation Center, and the Ahrens Family Center, dated the date of this lease.

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



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 (641)-236-5518 office
shane@ahrensfamilyfoundation.org (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 lighting 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. 2016-150

A RESOLUTION APPROVING THE RECREATIONAL LICENSE AGREEMENT FOR THE CHARLES BENSON BEAR '39 RECREATION AND ATHLETIC CENTER BETWEEN THE CITY AND GRINNELL COLLEGE

WHEREAS, the City Council has determined that it is in the best interest of the city to sign an agreement with Grinnell college for the Charles Benson Bear '39 Recreation and Athletic Center; and

WHEREAS, it is the desire of the city to provide its citizens with substantial year-around recreation and it is the desire of the College to aid the City in providing such recreation

WHEREAS, the college agrees to grant to the City for a nominal cost, as license to occupy and use specific recreational facilities of the College located on the premises known as the "Charles Benson Bear '39 Recreation and Athletic Center," and located at 1201 10th Avenue, Grinnell, Iowa; and

WHEREAS, the lease begins on September 1, 2016 to May 31, 2017 which includes use of the Community locker rooms, swimming pool and wet classroom for the amount of \$2,000 with payments of \$1,000 are due on January 8, 2017 and June 10, 2017.

WHEREAS, the City Council has reviewed and does hereby agree to the mutual promises contained in said agreement; 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 license agreement on behalf of the city.

Passed and approved this 1st day of September, 2016.

GORDON CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK

**RECREATIONAL LICENSE AGREEMENT (CHARLES BENSON BEAR '39
RECREATION AND ATHLETIC CENTER)**

This Agreement is made by and between The Trustees of Grinnell College, hereinafter referred to as the "College" and the City of Grinnell, Iowa, hereinafter referred to as the "City".

RECITALS

- A. It is the desire of the City to provide its citizens, herein after referred to as "Citizens", with substantial year-around recreation and it is the desire of the College to aid the City in providing such recreation to its Citizens.

- B. The College, at the request of the City, agrees to grant to the City at a nominal cost, a license to occupy and use specific recreational facilities of the College located on the premises known as the "Charles Benson Bear '39 Recreation and Athletic Center," and located at 1201 10th Avenue, Grinnell, IA 50112.

In Consideration of the mutual promises herein contained, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The College grants to the City a license to occupy and use, from September 1, 2016 to May 31, 2017, subject to all the terms and conditions of this agreement, the following recreational spaces located in the Charles Benson Bear '39 Recreation and Athletic Center:

- Community locker rooms
- Swimming Pool
- Wet classroom

Gymnasiums, fieldhouse, upstairs classrooms and the multipurpose/dance studio are not available. However, additional venues may become available as requests arise for new City programs.

SECTION TWO
DESCRIBED PURPOSES AND LIMITATIONS

The City may occupy and use the listed recreational spaces solely for non-profit, recreational purposes consistent with the nature of the specific spaces and for incidental related purposes, provided the City's use of the specific spaces does not interfere with the use by the College, its students, employees or guests.

The College shall determine when use by the City interferes with the use by the College and the City shall abide by such determination. Except by advance written agreement to the contrary, the College can notify the City at any time of the College's determination of interference and the City shall immediately remove itself from the space or spaces designated by the College.

The swimming pool is closed during the College's Fall, Winter, and Spring Breaks.

The pool hours will be:

Sunday	1:00 p.m. – 4:00 p.m.
Monday - Friday	6:00 a.m. - 8:00 a.m. Noon to 1:00 p.m.
Monday-Thursday	6:30 p.m. – 8:00 p.m.
Friday and Saturday	6:30 p.m. -9:00 p.m.

Tiger Sharks may use up to five (5) lanes with a minimum of six (6) swimmers per lane. The pool will be used, during the above listed hours, for open swim and Tiger Sharks. These reservations are on a "by day only" basis, or by meet request.

Tiger Sharks meet dates, as of this writing, are as follows:

Saturday, January 7, 2017
Saturday, January 14, 2017
Saturday, March 4, 2017

Any additions to or deletions of scheduled Tiger Shark sponsored meets, as listed above, shall not result in either an additional charge or reduction of charges per this contract. Hosting of any Area, Regional, State, or National swim meet will result in additional charges and are to be scheduled through the Grinnell College Office of Conference Operations and Events.

All lifeguards used for any and all activities listed in any portion of this contract shall be approved by Tim Hammond, Assistant Men's and Women's Swimming and Diving Coach and Natatorium Coordinator, who assigns all lifeguards that work in our pool.

During all swimming competitions, Tiger Sharks will provide an adult monitor for the male locker facility and an adult monitor for the female locker facility.

The City Recreation Director may conduct lifeguard training classes in the pool and wet classroom during one, three-day session per agreement year. The city will provide and pay for lifeguards as necessary for the class sessions based on the number of participants in the training classes. The person conducting the training classes will not be allowed to serve as a lifeguard during the training sessions.

All requests to the College for items needed to conduct a meet will be made with the Coordinator of Athletic Facilities, Ben Coopridge, in the Grinnell College Athletic Department.

Tiger Sharks and their coaches will comply with directions set by the lifeguard on duty. All users of the open swim and Tiger Sharks programs shall be out of the swimming pool at the conclusion of the specified use time.

SECTION THREE
USE OF THE PIONEER-ONE CARD

All Charles Benson Bear '39 Recreation and Athletic Center users are required to present a Grinnell College Pioneer-One Card (P-Card) at the Welcome Desk each time before using the facility.

P-Cards will be sold at the Bear Recreation Center Athletic Department offices. Community memberships will be offered at \$75/six-months or \$125/one-year passes.

All families with Tiger Shark swimmers will be able to purchase pool-only passes that will be active from September 1, 2016 through May 15th, 2017. Rates are \$50 for a single swimmer or \$80 for a family pass.

SECTION FOUR
SAFETY AND SUPERVISION

The City and those persons on the premises by permission of the City shall abide by all general rules of conduct of the College relating to the health and safety of those persons on the premises. Those users eleven (11) and under must be under the supervision of a parent. The swimming pool may be used only when a minimum of two lifeguards are on duty. The College will attempt to provide two lifeguards at all times of permitted use of the swimming pool by Citizens. The City shall provide adequate supervision for all spaces utilized by the City, and in no case shall City use the premises without the presence of monitors during weekends and evening hours. The City shall provide to the Director of Athletics of the College the names of all persons acting as supervisors, monitors and lifeguards for the City prior to their performing their duties on behalf of the City. If the City monitor fails to report for duty, a staff member from the College's equipment room will report to the monitor location to serve in place of the City provided monitor. The City will be charged for this coverage.

SECTION FIVE
EQUIPMENT

The College shall not provide any equipment for use by the City except that equipment which may be an integral part of the recreational spaces listed above. The Colorado Time system shall be operated only by Tim Hammond, Assistant Men's and Women's Swimming and Diving Coach and Natatorium Coordinator, or by Tim Hammond's trained appointee(s), either of which shall be compensated by the City at the applicable hourly rate for that individual, for all hours needed to set-up prior to a City competition, operate the timing system during the competition, and tear down following the City competition.

Those persons trained to run the timing system and to do pool set-up and tear down in the short course formation, twenty-five (25) yards, are as follows:

Lee Sharpe, Kelly Johnson Rose, Karri Furness, Austin Jones, and Dustin Smith.

The above named individuals are not trained to move the bulkheads.

SECTION SIX
REIMBURSEMENT

The City shall pay to the College the sum of \$2,000.00 as a reimbursement to the College for its costs in providing and maintaining the premises for the City's use. The amount shall be paid \$1,000.00 on January 8, 2017 and \$1,000.00 on June 10, 2017.

SECTION SEVEN
CARE OF THE PREMISES

The City shall not permit or allow the premises to be damaged by any act of negligence of the City or of any person on the premises by permission of the City. The City and those persons on the premises by permission of the City shall abide by all rules of conduct of the College relating to the care of the premises.

SECTION EIGHT
INDEMNIFICATION AND RELEASE

The City agrees to indemnify and save harmless and release the College from any claim, loss or liability attendant to the City's use or misuse of the premises. By this provision, it is the intent of the College and the City that the City shall indemnify the College from all liabilities attendant to the City's use or misuse of the premises. The purpose of this provision is to allow the College to make the premises available to the City at a nominal cost.

SECTION NINE
LIABILITY INSURANCE

It is agreed by the City that before entering the premises, the City shall provide to the College a certificate of liability insurance coverage satisfactory to the College in the protected amount of One Million Dollars (\$1,000,000.00). The insurance coverage shall be in full force and effect during the operation of this agreement.

SECTION TEN
ILLEGAL USE AND NONDISCRIMINATION

The City, and all persons on the premises by permission of the City, shall obey all laws, statutes, regulations and ordinances. The City shall not discriminate against any person because of race, color, creed, sex, age, or national origin, nor shall it permit the premises to be so used.

SECTION ELEVEN
TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other, specifying the date of termination. Upon any termination of this Agreement, the payment to be made to the College by the City in accordance with Section Six shall be apportioned on a per day basis. Any payments to the College in excess of the apportioned amount shall be returned to the City by the

College. If any payment to the College is deficient of the amount apportioned, the deficiency shall be paid to the College by the City.

DATED _____

THE TRUSTEES OF GRINNELL COLLEGE

THE CITY OF GRINNELL, IOWA

By: Kate Walker
Vice President for Finance

By: Gordon Canfield
Mayor

By: Andy Hamilton
Director of Athletics and Recreation

By: P. Kay Cmelik
City Clerk/Finance Director

RESOLUTION NO. 2016-151

RESOLUTION AUTHORIZING THE FOLLOWING INSTITUTIONS AS DEPOSITORIES FOR PUBLIC FUNDS FOR THE CITY OF GRINNELL AND RESCINDING RESOLUTIONS NO. 3405.

WHEREAS the City of Grinnell may utilize the services of the following banks and financial institutions (Depositories) for the deposit of public funds belonging to the City of Grinnell, or coming into its possession. The maximum amount of funds to be deposited in each bank is listed by the bank.

Depositories	Maximum
IPAIT	\$18,000,000.00
Great Western Bank	\$10,000,000.00
Grinnell State Bank	\$18,000,000.00
Lincoln Savings Bank	\$18,000,000.00
Wells Fargo Bank	\$10,000,000.00
Wells Fargo Investments	\$10,000,000.00

WHEREAS, the Depositories named above are hereby directed to accept and pay without further inquiry any item drawn against any of the City of Grinnell's accounts, which bears the signatures of two (2) of the authorized agents, even if drawn or endorsed to the order of the agent signing or tendered by such agent for cashing or in payment of the individual obligation of such agent or for deposit to the agent's personal account. The Depositories shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any items signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

WHEREAS, any authorized agent is authorized to endorse all checks, drafts, notes, or other items payable to or owned by the City of Grinnell for deposit with the Depositories or for collection or discount by the Depositories and to accept drafts and other items payable at the Depositories location.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grinnell that this Resolution be approved authorizing the following institutions as depositories for public funds for the City of Grinnell and rescinding resolution No. 3405.

PASSED AND APPROVED this 1st day of August, 2016.

Gordon R. Canfield, Mayor

ATTEST:

P. Kay Cmelik, City Clerk

RESOLUTION NO. 2016-152

A RESOLUTION DIRECTING THAT THE LEASE ON CERTAIN REAL ESTATE PROPERTY BE TERMINATED AND THAT NOTICE BE GIVEN TO TENANT

WHEREAS, the Council has decided that the termination of the lease to certain city real property would be in the city's best interests:

NOW, THEREFORE, upon a motion duly made by Council member _____, second by Council member _____ and properly carried, it is hereby resolved:

1. That the City of Grinnell shall terminate its farm lease to Chief Alfa, Inc. for the following described real estate, to-wit:

City Airport Ground:

and,

2. That the City Attorney is directed to prepare all necessary documents to complete such termination, and
3. That the City Attorney is further directed to serve notice of such termination on the above-named tenant in accordance with the lease in question and any applicable provisions of the Code of Iowa.

Passed and approved on 1st day of August, 2016.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK

RESOLUTION NO. 2016-153

A RESOLUTION DIRECTING THAT THE LEASE ON CERTAIN REAL ESTATE PROPERTY BE TERMINATED AND THAT NOTICE BE GIVEN TO TENANT

WHEREAS, the Council has decided that the termination of the lease to certain city real property would be in the city's best interests:

NOW, THEREFORE, upon a motion duly made by Council member _____ second by Council member _____ and properly carried, it is hereby resolved:

1. That the City of Grinnell shall terminate its farm lease to Bill Tinkle for the following described real estate, to-wit:

Wastewater Treatment Plant

and,

2. That the City Attorney is directed to prepare all necessary documents to complete such termination, and
3. That the City Attorney is further directed to serve notice of such termination on the above-named tenant in accordance with the lease in question and any applicable provisions of the Code of Iowa.

Passed and approved on 1st day of August, 2016.

GORDON R. CANFIELD, MAYOR

ATTEST:

P. KAY CMELIK, CITY CLERK



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, AUGUST 1, 2016 AT 4:45 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Burnell, Hansen

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider recommendation from Airport Advisory Committee in regard to temporary accessory building.
2. Update on Central Park plan modifications at interface with property adjacent to Veterans Building.
3. Update on Task Force for implementation of Rental Inspection Program.
4. Discuss process and priorities for sidewalk improvement program.
5. Discuss process to perform assessment of the Central Business District and create improvement plan.
6. Update on FY 18-22 Capital Improvement Plan.

INQUIRIES:

ADJOURNMENT:

MINUTES OF AIRPORT ADVISORY COMMITTEE

July 25, 2016

The following were present for the Airport Advisory Committee meeting: Byron Hueftle – Worley, Ron Lowry, Russ Behrens, Dave Ditzler, George Britton, Gordon Canfield, and Duane Neff

Ron Lowry explained that Manatts are going to use the offices that Lowry Flying Service has been sub leasing from them. Ron Lowry is proposing to bring in a 16' x 40' portable building that would be placed in the grass area between the Southeast T-Hanger and the apron. A description of the building and the colors was explained as follows: red sidewalls with a tan roof.

There will not be a hindrance to the apron. The apron is 150' wide and 115' clear distance is required. This building will be located behind the 150' width.

A motion was made by Hueftle-Worley to recommend to the City Council that permission be given to place this temporary building in the area as described, second by Gordon Canfield. The motion passed unanimously.

Respectfully Submitted,

Duane Neff

Public Sidewalk Inventory Analysis

City of Grinnell

1.0 INTRODUCTION

1.1 BACKGROUND

One of the largest issues inhibiting the City's ability to develop a comprehensive sidewalk maintenance program is the lack of an accurate sidewalk inventory and condition assessment information. Therefore, City staff will execute a comprehensive public sidewalk inventory and condition assessment project. Data collected and analyzed during the project could then be used to develop a public sidewalk management program.

1.2 OBJECTIVES

The objectives identified for the public sidewalk inventory and condition assessment project is refined in the first phase of the project. In phase I the final objectives for the project are as follows:

- Inventory the entire public sidewalk network within the City
- Assess the condition of the entire public sidewalk network within the City
- Build a foundation that, in the future, could allow the use of the City's maintenance management system, to track the public sidewalk network maintenance
- Develop a set of sidewalk program recommendations that the City can use to leverage available resources

1.3 SCOPE OF SERVICES

The scope of services for the public sidewalk inventory analysis project includes the following tasks and deliverables:

- Develop and document a public sidewalk inventory and condition assessment plan.
 - Field inventory every public sidewalk segment within the City.
 - Assess the condition of every public sidewalk segment within the City and provide a rating score that is dependent on defect type and defect severity.
 - Field inventory every public sidewalk approach or endpoint and assess preliminary ADA compliance status.
 - Analyze public sidewalk condition and endpoint data to determine the current state of the public sidewalk network.
 - Analyze the City's overall transportation network to determine where new public sidewalk segments need to be constructed.
-

- Develop recommendations for the maintenance and new construction needs within the City's public sidewalk network.

EXISTING PUBLIC SIDEWALK ASSESSMENT

The first step is to develop an accurate sidewalk inventory and condition assessment. The following describes the processes and methodologies used to inventory and assess the condition of the City's public sidewalks as well as the final inventory and assessment results.

2.0 DATA STORAGE AND INVENTORY PROCESS

The inventory process will begin by developing a data structure that allows for efficient data collection as well as seamless integration into the City's GIS System. Once the data structure is defined, the public sidewalk inventory can begin. The first phase of the inventory includes using the City's aerial photography to define public sidewalk centerlines. The second phase of the inventory involves the usage of mobile computers, loaded with the data collected from the aerial photography, and global positioning system (GPS) technology to field audit every public sidewalk segment within the City.

2.0.1 Public Sidewalk Data Storage Structure

The format and structure of the sidewalk data will allow the City to import the data into the existing GIS and work with it in the same way as other facilities such as roads or water mains. The City's GIS platform is built on Environmental Systems Research Institute (ESRI) software and uses a main geodatabase structure to store the mapping and attribute information. Therefore an ESRI data storage scheme will be used for the sidewalk inventory data.

The sidewalk defect and sidewalk endpoint data layers are point features that will represent the exact location of a particular sidewalk defect or endpoint. Table 2.1 and 2.2 define the different types of defects and endpoints that will be collected.

Public Sidewalk Inventory

The two phases of inventory approach starts by using the aerial photography assets available within the City's GIS and continues into the full field data verification and collection effort. Approximately 90% of the City's sidewalks may be readily viewable on the aerial photography. For those areas, the sidewalk centerline will be efficiently collected in an office environment and then field verified during the second phase of the inventory. This process will greatly

expedite the field audit because the existing features will require very minor adjustments and all that will be left to focus on is the identification of defects and assessing the actual sidewalk condition.

2.0.1.1 Phase I – Aerial Photography

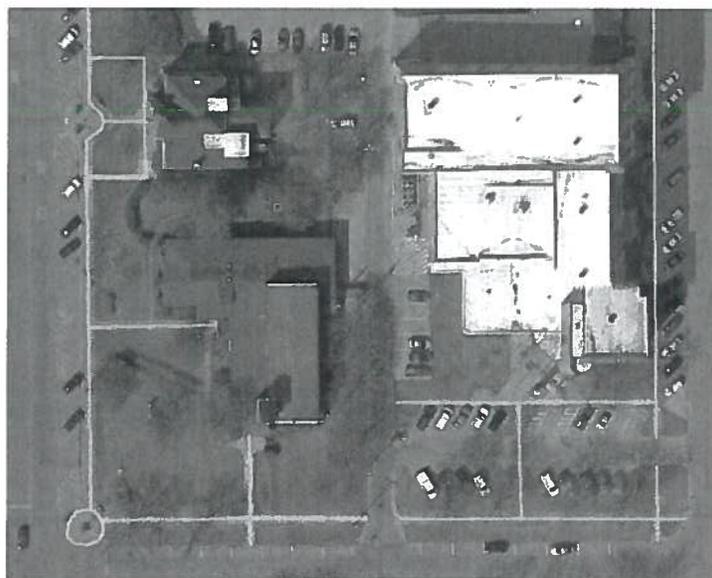
The sidewalk centerline data layer will first be created through a heads up digitizing method. This method entails using the ESRI software ArcMap to display the City’s aerial photography. The sidewalk centerline features will be drawn based on what is shown in the imagery. Figure 2.1 shows that public sidewalks are easily visible on the City’s aerial photography.

Figure 2.1
City Aerial Photography



Only the sidewalk centerline data layer will be created with this method because it won’t be possible to define the defect or endpoint attributes from the information found on the aerial photography. Figure 2.2 shows the public sidewalk centerline features that will be created based on the aerial photography.

Figure 2.2
Public Sidewalk Centerline Features



The majority of the sidewalk centerlines will be created in block segments such that each sidewalk feature or segment represents an entire block along the street. In some instances a block may be split across multiple sidewalk segments. These instances occur when the sidewalk has an endpoint in some place other than the end of the block. Figure 2.3 demonstrates an example of a block that has multiple sidewalk segments.

Figure 2.3
Multiple Sidewalk Segments Per Block Scenario



Once the sidewalk centerline data layer is defined based on the aerial photography it will be loaded into the field data collection tool for verification and editing based on actual field conditions.

2.0.1.2 Phase II – Field Audit

In order to develop an accurate inventory and condition assessment of the public sidewalk network within the City, each sidewalk segment must be walked in the field. This will ultimately be done by one person with a set of data collection tools that will not only verify the accuracy of the sidewalk centerline data but also collect new sidewalk centerline data, collect exact locations of sidewalk defects, and collect digital photography documenting any findings.

The centerpiece of the field data collection tools will be the City owned Trimble GeoXH GPS Collection Unit. The GPS Unit will be loaded with ESRI GIS software allowing field personnel to view the City's base data such as aerial photography, roads and parcels combined with the new sidewalk centerline and defect information.

Trimble GeoXH 2008 Series GPS



2.1 CONDITION ASSESSMENT CRITERIA

The condition assessment criteria are developed such that minimal subjective judgment is required. Field personnel will simply determine if there is an occurrence of a defect and record the information in the field data collection tools. This approach is taken to help ensure that the sidewalk condition rating will be consistent. When judgment decisions are necessary it is much harder to develop a set of consistent data for analysis. The condition of a sidewalk panel is broken down into eight different categories, each of the categories will then be assigned a score based on the impact that type of defect has on the sidewalk segment. The defect categories are listed below in Table 2.1.

Table 2.1
Public Sidewalk Defect Categories

Defect Category	Description	Score
Vertical Fault	Vertical offsets in the sidewalk. Severity measured in ½ - 1", 1 – 3" and > 3" increments.	15,25,35*
Horizontal Fault	Horizontal gaps or openings of 2" or greater in the sidewalk	25
Spalling	Surface deterioration of ¼" or greater on the sidewalk	10
Obstructions	Any obstructions that restrict the operating width of the sidewalk to less than 36"	10
Cracking	Four or more surface cracks in a sidewalk panel	10
Cross Slope	Greater than a 1 in 12 cross slope on sidewalk	10
Ponding	Standing water or evidence of standing water on sidewalk	5
Cleanliness	Excessive debris and/or poor cleanliness on sidewalk	5

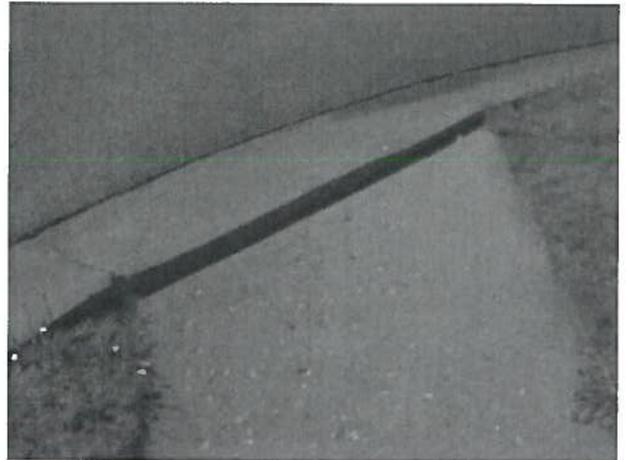
* Vertical fault scores are increasingly higher based on severity of offset.

Figure 2.4 provides photographic examples of the different defect categories that were collected for the public sidewalk network.

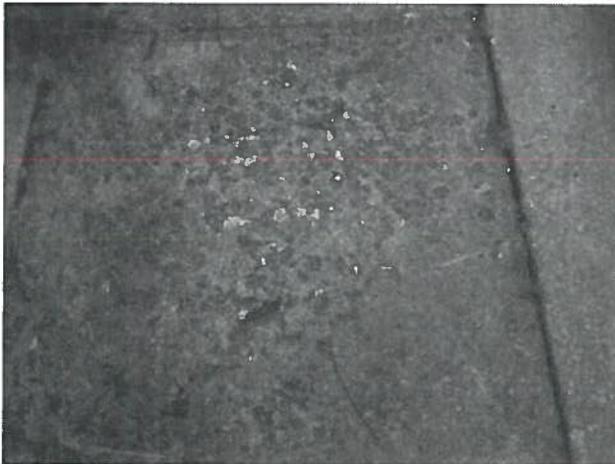
Figure 2.4
Public Sidewalk Defect Category Examples



Vertical Fault



Horizontal Fault



Spalling



Obstruction



Cracking



Cross Slope



Ponding



Cleanliness

In addition to the defect categories used to assess the condition of the sidewalk segments, each sidewalk end point is categorized and scored. A sidewalk end point is defined as any termination point of a sidewalk segment. End points include scenarios such as an approach to the street surface, a commercial driveway, or the end of a sidewalk segment where no approach existed. The end points are grouped into categories and each end point is assigned a status based on its compliance with ADA standards. ADA standards for sidewalk endpoints are defined within section 4.7 of the Code of Federal Regulations 28 CFR Part 36. The standards were developed to ensure that appropriate accessibility to places of public accommodation for individuals with disabilities. An end point's ADA compliance status determined the score that is assigned for each end point. Table 2.2 lists the different end point categories and Table 2.3 lists the different ADA compliance statuses with the associated score.

Table 2.2

Public Sidewalk End Point Categories

End Point Category	Description
Intersection	Sidewalk intersects the roadway surface
Commercial Driveway	Sidewalk intersects a commercial driveway that is not at the same elevation as the sidewalk
Gap	Sidewalk ends with no appropriate termination structure such as an approach
Tee	Sidewalk intersects another sidewalk

Table 2.3

Public Sidewalk End Point ADA Compliance Status

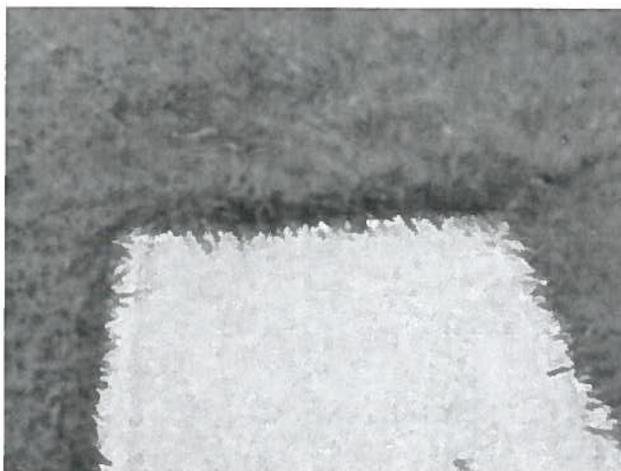
Compliance Status	Description	Score
Not ADA Compliant	End point structure does not meet or approximate ADA compliance requirements	50
Some ADA Compliance	End point structure that approximates ADA compliance requirements	25
Meets Initial ADA Compliance	End point structure visually appear to meet ADA compliance requirements*	0

* All necessary measurements of slope, width, etc... were not taken to determine complete ADA compliance.

Figure 2.7 provides photographic examples of the different ADA compliance statuses that were collected for the end points on the public sidewalk network.

Figure 2.7

Public Sidewalk End Point ADA Compliance Status Examples



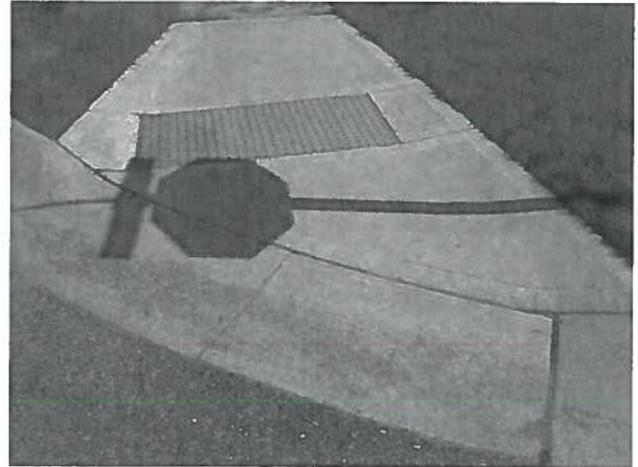
Not ADA Compliant – Gap End Point



Not ADA Compliant – Intersection End Point



Some ADA Compliance



Meets ADA Compliance

The scores for each defect and end point category are setup such that the worse the condition the higher the score. This scoring process is developed to support the analysis of each sidewalk segment in which all defect and end point scores were added for a particular sidewalk segment and the higher the total segment score the worse the condition of the sidewalk.

2.2 CONDITION ASSESSMENT PROCESS

The defect and end point condition assessment criteria will be applied in the field through visual inspection of the sidewalk segments and documented within the field data collection tools. Where necessary, a measuring device may be used to assess the magnitude of vertical or horizontal faults. Additionally, a cross slope measuring device may be used to determine if a sidewalk panel exceeded the one inch of fall over twelve inches of width threshold.

To increase the accuracy of the field data, pick lists were built for most all condition assessment criteria. The pick lists allows field personnel to simply choose from an on screen list of valid data values for each condition assessment criteria. The pick lists ensure that only valid data values were collected for each condition assessment criteria.

2.2.1 Condition Assessment Data Analysis

The first part of the condition assessment data analysis will assign the appropriate criteria scores to each piece of condition data. Each condition data record is queried to determine its type and then the associated criteria score will be added to the enterprise database. Once all

the scores are assigned, the defect and end point condition scores will be summed for each sidewalk segment within the City. Each sidewalk segment will be assigned two total scores based on the total amount of defect and end point features. The scores are kept separate to allow further analysis to be completed based on purely defect based scoring and ADA compliance scoring on the end points.

The total score for defects will need to be normalized so that all the sidewalk segments throughout the City, regardless of length, can be compared. Therefore, the total defect scores for each sidewalk segment will be divided by the total length of the sidewalk segment resulting in total defect condition score per foot for each sidewalk segment within the City. The end point total condition will be based on the total score attained by summing the condition on each end of a sidewalk segment.

The new total defect condition ratio and end point total condition scores will represent a normalized rating for each sidewalk segment that will be used as a defect and end point level of service (LOS) measurement. The greater the LOS score on a sidewalk segment the worse the condition of the segment. The equation used to develop the two LOS's is represented below in figure 2.8.

Figure 2.8
Level of Service (LOS) Calculation Methods

$$\text{LOS}_{\text{Defect}} = \frac{(\sum \text{Defect Score})}{\text{Segment Length (ft)}}$$

$$\text{LOS}_{\text{EndPt}} = \sum \text{End Pt}$$

City of Grinnell, Iowa
Capital Improvement Plan
 FY '17 thru FY '21

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
FY '17				
Design Runway Rehab and Lighting	Airport	350-17-01	1	100,000
Replace Underground Fuel Storage	Airport	350-17-02	2	400,000
Fire Aerial Pumper Set Aside	Fire	150-20-01	2	30,000
Central Park Improvements	Parks	430-17-01	3	3,000,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement - PL #2	Police	115-17-01	3	55,000
WWTP Construction	Sanitary Sewer Treatment	620-17-01	3	4,800,000
GART Stagecoach to Industrial Avenue	Sidewalks/Trails	212-17-01	5	775,000
Iowa Highway 146 North - 6th to 11th	Street Construction/Repair	272-17-01	5	2,300,000
10th Avenue East to Summer	Street Construction/Repair	272-17-02	2	160,000
CBD Street/ Infrastructure Reconstruction Phase 5	Street Construction/Repair	376-18-01	3	2,750,000
Water Storage South Grinnell	Water Distribution	610-17-01	1	850,000
10th Avenue Water Main Project - Park to Main	Water Distribution	610-17-02	3	175,000
Multiple Water Main Replacements	Water Distribution	610-17-03	1	1,125,000
Chlorine Monitoring	Water Production	610-17-04	1	12,500
Total for FY '17				16,582,500
FY '18				
Runway Pavement Rehabilitation - Lighting	Airport	350-18-01	2	3,900,000
Fuel Dispenser Improvements	Airport	350-18-02	2	195,000
Fire Pick Up Truck Replacement	Fire	150-18-01	4	35,000
Fire Aerial Pumper Set Aside	Fire	150-20-01	2	30,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Grinnell Mutual Family Aquatic Center	Parks	460-18-01	3	80,000
Police Vehicle Replacement - Investigations-Hybrid	Police	115-18-01	3	50,000
NW Lift Station Standby Power	Sanitary Sewer Collection	493-18-02	3	85,000
WWTP Construction	Sanitary Sewer Treatment	620-17-01	3	4,700,000
5th Avenue - East Street to Penrose Street	Street Construction/Repair	272-18-01	3	335,000
CBD Street/ Infrastructure Reconstruction Phase 5	Street Construction/Repair	376-18-01	3	2,250,000
End Loader Replacement	Street Equipment	214-18-01	3	100,000
Water Storage South Grinnell	Water Distribution	610-17-01	1	850,000
#7 Well Transmission Main	Water Distribution	610-18-01	3	115,000
Total for FY '18				12,775,000
FY '19				
Fire Aerial Pumper Set Aside	Fire	150-20-01	2	30,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement - PL #4	Police	115-19-01	3	50,000
Tenth Avenue - West Street to Park Street	Street Construction/Repair	272-19-01	3	474,664
Vehicle Replacement - Streets	Street Equipment	214-19-01	4	25,000
Street Sweeper Replacement	Street Equipment	860-19-01	5	150,000
10th Avenue Water Main Project - East to Penrose	Water Distribution	610-19-01	3	450,000
East Street IRR Water Main Crossing	Water Distribution	610-19-02	3	25,000

Project Name	Department	Project #	Priority	Project Cost
Total for FY '19				1,254,664
FY '20				
Accounting-Administrative Software Upgrade	Administration	001-20-01	3	90,000
Fire Aerial Pumper Set Aside	Fire	150-20-01	2	30,000
Purchase New Self Contained Breathing Apparatus	Fire	150-20-1	3	25,000
Van Horn Park	Parks	430-20-01	4	60,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement - Tahoe	Police	115-20-01	3	50,000
10th Avenue and Railroad Crossing Project	Storm Sewer	840-20-01	1	90,000
Summer Street - 4th Avenue to 6th Avenue	Street Construction/Repair	272-20-01	3	245,600
East Street - 8th to Garfield	Street Construction/Repair	272-21-01	3	80,000
Airport Water Main Connection	Water Distribution	610-20-01	3	25,000
Airport 12" Water Main Extension	Water Distribution	610-20-02	3	350,000
Total for FY '20				1,095,600
FY '21				
Land Acquisition for Partial Parrallel Taxiway 31	Airport	350-21-01	3	60,000
Fire Aerial Pumper Set Aside	Fire	150-20-01	2	30,000
Purchase New Self Contained Breathing Apparatus	Fire	150-20-1	3	25,000
Cemetery Road Improvements	Parks	455-21-01	3	50,000
Police Vehicle Replacement	Police	115-21-01	3	50,000
East Street - 8th to Garfield	Street Construction/Repair	272-21-01	3	2,280,000
Reed Street - 1st Avenue to 6th Avenue	Street Construction/Repair	272-21-02	5	183,000
Total for FY '21				2,678,000
GRAND TOTAL				34,385,764



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, AUGUST 1, 2016 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS OF THE
GRINNELL COMMUNITY CENTER**

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Discuss Officer Warren Binegar memorial at U.S. Highway 6 underpass.

INQUIRIES:

ADJOURN:



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, AUGUST 1, 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 contract for construction materials testing services for Highway 146 and 420th Avenue widening and improvements project with Terracon Consultants, Inc. of Des Moines, Iowa (See Resolution No. 2016-154).
2. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$171,072.48 to Manatts Inc of Brooklyn Iowa for work completed on the Highway 146 and 420th Avenue Widening and Improvements Project (See Resolution No. 2016-155).
3. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$133,052.25 to Bushong Construction Company, Inc. of Montezuma, Iowa for work completed on the Central Park Improvements Project (See Resolution No. 2016-156).
4. Consider resolution authorizing payment of contractor's pay request No. 3 in the amount of \$240,975.81 to Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-157).
5. Consider resolution approving contract change order No. 5 in the amount of \$42,678.00 for a net increase to the contract with Garling Construction, Inc. for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-158).
6. Consider resolution authorizing payment of contractor's pay request No. 6 in the amount of \$118,473.55 to Garling Construction, Inc of Belle Plaine, Iowa for the work completed on CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-159).
7. Consider resolution authorizing payment of contractor's pay request No. 4 in the amount of \$248,068.74 to Absolute Concrete, Inc. of Slater, Iowa for the work performed on Highway 146N Construction Project (See Resolution No. 2016-160).
8. Review possible storm water management projects as part of Iowa Department of Natural Resource's State Revolving Fund for Wastewater Treatment Plant.

INQUIRIES:

ADJOURNMENT

RESOLUTION NO. 2016-154

A RESOLUTION APPROVING CONTRACT FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE HIGHWAY 146 AND 420TH AVENUE WIDENING AND IMPROVEMENTS PROJECT

WHEREAS, the City Council of the city of Grinnell has determined that it would be their best interests to hire a consultant for the construction materials testing services for the Highway 146 and 420th Avenue Widening and Improvements Project; and

WHEREAS, the City Council has reviewed the proposed scope of services, fee estimate and anticipated work schedule for said contract; and

WHEREAS, the City Council does agree and find all of the terms and conditions to be acceptable; and

WHEREAS, the City Council does hereby direct that the contract for said services with Terracon Consultants, Inc. of Des Moines, Iowa be approved; and

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the city of Grinnell that authorization is given for the Mayor and the City Clerk to sign said contract for construction materials engineering and testing services for the Highway 146 and 420th Widening and Improvements Project.

PASSED AND APPROVED THIS 1st day of August 2016.

GORDON R. CANFIELD, MAYOR

Attest:

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



July 14, 2016

City of Grinnell
927 Fourth Avenue
Grinnell, IA 50112

Attn: Mr. Russ Behrens
P: (641) 236-2600
E: citymanager@grinnelliowa.gov

Re: Proposal for Construction Observation and Materials Testing Services
Highway 146 and 420th Avenue Shoulder Widening and Improvements
Highway 146 and 420th Avenue
Grinnell, Iowa
Terracon Proposal No. P06161201
Terracon Project No. 06161201

Dear Mr. Behrens:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of construction observation and materials testing services for the above-referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule, and presents our Agreement for Services.

1.0 PROJECT INFORMATION

- Project information available for review at the time of this proposal includes:
 - Civil plans dated 4-13-16
 - A telephone conversation with Phil Seibert with Veenstra & Kimm to discuss preliminary scope, quantities and/or schedule information
- We understand the project consists of:
 - The shoulder widening of the intersection of Highway 146 and 420th Avenue in Grinnell, Iowa.

Terracon Consultants, Inc. 2640 12th Street SW Cedar Rapids, IA 52404
P [319] 366 8321 F [319] 366 0032 terracon.com

Environmental



Facilities



Geotechnical



Materials

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative. Based on our review of the information provided above, we understand the scope of the on-call services includes:

- Earthwork proctor sample pickup

- Laboratory soil/aggregate testing
 - Standard Proctors
 - Atterberg Limits

- Project Management
 - Attendance at pre-construction and project meetings at Client's request
 - Technical consulting at Client's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Rapids, Iowa office at the following phone number: (319) 221-7300. Services should not be scheduled through our field personnel.

We recommend the scope of services described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up to date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system allowing for immediate availability for quality review and electronic distribution of reports.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

2.3.1 CMELMS™ Management System

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

CMELMS is a complete and comprehensive field and laboratory testing data and results management system. It automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 3 to 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

2.4 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. **We reserve the right to withhold our reports until the signed Agreement has been received by Terracon.** This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

Proposal for Construction Observation & Materials Testing Services
Highway 146 and 420th Avenue ■ Grinnell, IA
July 14, 2016 ■ Terracon Proposal No. P06161201



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Peng Cavan". The signature is fluid and cursive.

Peng Cavan
Project Manager

A handwritten signature in blue ink, appearing to read "Guy L. Johnson". The signature is fluid and cursive.

Guy L. Johnson
Department Manager – Materials Services

PC/GLJ:N:\Proposal Documents\2016\P06161201\P06161201.0714.City of Grinnell.docx

Copies to: Addressee (1 pdf)

Attachments: Unit Rate Schedule
Agreement for Services

Proposal for Construction Observation and Materials Testing Services

Hwy 146 and 420th Avenue Shoulders ■ Grinnell, IA

July 14, 2016 ■ Terracon Proposal No. P06161201



Unit Rate Schedule

	Rate	Unit
PERSONNEL		
Field Technician	\$50.00	hour*
Field/Lab Coordinator	\$65.00	hour
Project Manager/Engineer	\$98.00	hour
Senior Project Manager/Engineer	\$120.00	hour
LABORATORY TESTING		
Standard Proctor, Soil	\$120.00	each
Standard Proctor, Rock	\$140.00	each
Atterberg Limits (single point)	\$75.00	each
TRIP CHARGE		
Trip Charge	\$110.00	trip

*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A three-hour minimum charge is applicable to all site visits. Trip charge includes vehicle and mileage costs.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

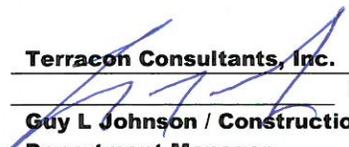
AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Grinnell IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Highway 146 and 420th Avenue Shoulder Widening and Improvements project ("Project"), as described in the Project Information section of Consultant's Proposal dated 07/14/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **7/14/2016**
 Name/Title: **Guy L. Johnson / Construction Services**
Department Manager
 Address: **2640 12th St SW**
Cedar Rapids, IA 52404-3440
 Phone: **(319) 366-8321** Fax: **(319) 366-0032**
 Email: **Guy.Johnson@terracon.com**

Client: **City of Grinnell IA**
 By: _____ Date: _____
 Name/Title: **Russ Behrens / City Manager**
 Address: **927 Fourth Avenue**
Grinnell, IA 50112
 Phone: **(641) 236-2600** Fax: _____
 Email: **citymanager@grinnelliowa.gov**

Reference Number: P06161201

RESOLUTION NO. 2016-155

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$171,072.48 TO MANATTS INC OF BROOKLYN, IOWA, IOWA FOR WORK COMPLETED ON THE HIGHWAY 146 AND 420TH AVENUE WIDENING AND IMPROVEMENTS PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Highway 146 and 420th Avenue Widening and Improvements Project on May 16, 2016; and

WHEREAS, Pay Estimate No. 1 has been initiated by the City of Grinnell and Manatts 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 \$171,072.48.

Passed and adopted this 1st of August, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Grinnell, Iowa

PROJECT: Hwy 146 & 420th Ave Pavement Widening & Improvements

APPLICATION NO: 1

PERIOD 7/1/16-7/25/16

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
 Manatts, Inc.
 PO Box 535
 Brooklyn, IA 52211

VIA ARCHITECT:
 Veenstra & Kimm, Inc.
 3000 Westown Pkwy
 West Des Moines, IA 50266

CONTRACT DATE: 5/16/2016

CONTRACT FOR: General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. **ORIGINAL CONTACT SUM** \$706,409.60
- 2. Net change by Change Orders \$706,409.60
- 3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$180,076.29
- 4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) \$9,003.81

RETAINAGE:

- a. 5 % of Completed Work (Column D + E on G703) \$171,072.48
 - b. % of Stored Material (Column F on G703) \$0.00
- Total Retainage (Line 5a + 5b or Total in Column I of G703) \$171,072.48

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$171,072.48

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00

8. CURRENT PAYMENT DUE \$171,072.48

9. BALANCE TO FINISH, PLUS RETAINAG \$535,337.12 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	
TOTALS		\$0.00
NET CHANGES by Change Order		

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

CONTRACTOR: Jared McGrew Date: 7-25-16

By: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$171,072.48

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

ARCHITECT: Greg Robb Date: 7/26/16

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

APPLICATION FOR PAYMENT
UNIT PRICE CONTRACT

PAGE: 2
APPLICATION NO. 1
APPLICATION DATE: 7/25/16
FOR PERIOD: 7/01/16 TO 7/29/16

PROJ: Hwy 146 & 420th Ave Pavement Widening & Improvements
PIN:

A ITEM NO.	B DESCRIPTION OF WORK	C		D		E		F		G		H		I		J		K MATERIALS PRESENTLY STORED (\$ AMOUNT)	L TOTAL QTY PREVIOUS & THIS PERIOD (G+I)	M TOTAL \$ AMOUNT COMPLETED AND STORED TO DATE (H+J+K)	N % (MIF)	O BALANCE TO FINISH (F-M)	P RETAINAGE (M*.05)
		UNITS	QTY	CONTRACT UNIT PRICE	CONTRACT PRICE	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	WORK COMPLETED QTY THIS PERIOD	\$ AMOUNT THIS PERIOD	TOTAL QTY PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION	WORK COMPLETED QTY THIS PERIOD	\$ AMOUNT THIS PERIOD										
1.	EMBANKMENT-IN-PLACE	CY	4380	\$ 26.50	\$ 116,070.00	0	\$ -	4380	\$ 116,070.00	0	\$ -	4380	\$ 116,070.00	4380	\$ 116,070.00	100%	\$ -	\$ 5,803.50					
2.	EXCAVATION, CL 10, RDWY+BORROW	CY	1730	\$ 12.75	\$ 22,057.50	0	\$ -	1730	\$ 22,057.50	0	\$ -	1730	\$ 22,057.50	1730	\$ 22,057.50	100%	\$ -	\$ 1,102.88					
3.	TOPSOIL, STRIP, SALVAGE&SPREAD	CY	970	\$ 22.50	\$ 21,825.00	0	\$ -	970	\$ 21,825.00	0	\$ -	970	\$ 21,825.00	970	\$ 21,825.00	100%	\$ -	\$ -					
4.	MODIFIED SUBBASE	CY	1790	\$ 41.50	\$ 74,285.00	0	\$ -	1790	\$ 74,285.00	0	\$ -	1790	\$ 74,285.00	1790	\$ 74,285.00	75%	\$ -	\$ 818.44					
5.	GRANULAR SHOULDERS, TYPE B	TON	635	\$ 32.50	\$ 20,637.50	0	\$ -	635	\$ 20,637.50	0	\$ -	635	\$ 20,637.50	635	\$ 20,637.50	0%	\$ -	\$ -					
6.	SHOULDER FINISHING, EARTH	STA	19.66	\$ 550.00	\$ 10,813.00	0	\$ -	19.66	\$ 10,813.00	0	\$ -	19.66	\$ 10,813.00	19.66	\$ 10,813.00	0%	\$ -	\$ -					
7.	HMA (3M ESAL), BASE COURSE, 1/2"	TON	843	\$ 86.00	\$ 72,498.00	0	\$ -	843	\$ 72,498.00	0	\$ -	843	\$ 72,498.00	843	\$ 72,498.00	0%	\$ -	\$ -					
8.	HMA (3M ESAL), INTERMEDIATE COURSE	TON	212	\$ 87.00	\$ 18,444.00	0	\$ -	212	\$ 18,444.00	0	\$ -	212	\$ 18,444.00	212	\$ 18,444.00	0%	\$ -	\$ -					
9.	HMA (3M ESAL), SURFACE COURSE, 1/2"	TON	212	\$ 88.00	\$ 18,656.00	0	\$ -	212	\$ 18,656.00	0	\$ -	212	\$ 18,656.00	212	\$ 18,656.00	0%	\$ -	\$ -					
10.	ASPHALT BINDER, PG 58-28	TON	79	\$ 325.00	\$ 25,675.00	0	\$ -	79	\$ 25,675.00	0	\$ -	79	\$ 25,675.00	79	\$ 25,675.00	0%	\$ -	\$ -					
11.	HMA PAVEMENT SAMPLES	LS	1	\$ 500.00	\$ 500.00	0	\$ -	1	\$ 500.00	0	\$ -	1	\$ 500.00	1	\$ 500.00	0%	\$ -	\$ -					
12.	APRONS, SAFETY SLOPE, 24 I. DIA.	EA	2	\$ 1,500.00	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	2	\$ 3,000.00	100%	\$ -	\$ 150.00					
13.	CULVERT, CORR. METAL ENTRANCE PIPE, 24 IN. DIA.	LF	70	\$ 95.00	\$ 6,650.00	0	\$ -	70	\$ 6,650.00	0	\$ -	70	\$ 6,650.00	70	\$ 6,650.00	100%	\$ -	\$ 332.50					
14.	APRON, CONC. 12"	EA	8	\$ 2,000.00	\$ 16,000.00	0	\$ -	8	\$ 16,000.00	0	\$ -	8	\$ 16,000.00	8	\$ 16,000.00	0%	\$ -	\$ -					
15.	APRON, CONC. 24"	EA	1	\$ 3,250.00	\$ 3,250.00	0	\$ -	1	\$ 3,250.00	0	\$ -	1	\$ 3,250.00	1	\$ 3,250.00	0%	\$ -	\$ -					
16.	SUBDRAIN, LONGITUDINAL, SHLDR. 4"	LF	1990	\$ 23.50	\$ 46,765.00	0	\$ -	1990	\$ 46,765.00	0	\$ -	1990	\$ 46,765.00	1990	\$ 46,765.00	0%	\$ -	\$ -					
17.	SWR, 2000D STORM, 12"	LF	80	\$ 130.00	\$ 10,400.00	0	\$ -	80	\$ 10,400.00	0	\$ -	80	\$ 10,400.00	80	\$ 10,400.00	0%	\$ -	\$ -					
18.	SWR, 2000D STORM, 24"	LF	820	\$ 80.00	\$ 65,600.00	0	\$ -	820	\$ 65,600.00	0	\$ -	820	\$ 65,600.00	820	\$ 65,600.00	0%	\$ -	\$ -					
19.	SUBDRAIN OUTLET DR-304	EA	6	\$ 950.00	\$ 5,700.00	0	\$ -	6	\$ 5,700.00	0	\$ -	6	\$ 5,700.00	6	\$ 5,700.00	0%	\$ -	\$ -					
20.	REMOVAL OF PAVEMENT	SY	325	\$ 40.00	\$ 13,000.00	0	\$ -	325	\$ 13,000.00	0	\$ -	325	\$ 13,000.00	325	\$ 13,000.00	0%	\$ -	\$ -					
21.	CONSTRUCTION SURVEY	LS	1	\$ 12,500.00	\$ 12,500.00	0	\$ -	1	\$ 12,500.00	0	\$ -	1	\$ 12,500.00	1	\$ 12,500.00	50%	\$ -	\$ 312.50					
22.	PAINTED PAVT MARKING, WATERBORNE OR SOLVENT-BASE	STA	133.72	\$ 30.00	\$ 4,011.60	0	\$ -	133.72	\$ 4,011.60	0	\$ -	133.72	\$ 4,011.60	133.72	\$ 4,011.60	0%	\$ -	\$ -					
23.	PAINTED SYMBOLS & LEGENDS, WATERBORNE OR SOLVENT	EA	6	\$ 150.00	\$ 900.00	0	\$ -	6	\$ 900.00	0	\$ -	6	\$ 900.00	6	\$ 900.00	0%	\$ -	\$ -					
24.	PAVEMENT MARKINGS REMOVED	STA	40.3	\$ 40.00	\$ 1,612.00	0	\$ -	40.3	\$ 1,612.00	0	\$ -	40.3	\$ 1,612.00	40.3	\$ 1,612.00	0%	\$ -	\$ -					
25.	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	1	\$ 15,000.00	0	\$ -	1	\$ 15,000.00	1	\$ 15,000.00	0%	\$ -	\$ -					
26.	FLAGGERS	EA	20	\$ 435.00	\$ 8,700.00	0	\$ -	20	\$ 8,700.00	0	\$ -	20	\$ 8,700.00	20	\$ 8,700.00	73%	\$ -	\$ 315.38					
27.	PILOT CARS	EA	10	\$ 650.00	\$ 6,500.00	0	\$ -	10	\$ 6,500.00	0	\$ -	10	\$ 6,500.00	10	\$ 6,500.00	45%	\$ -	\$ 146.25					
28.	MOBILIZATION	LS	1	\$ 70,000.00	\$ 70,000.00	0	\$ -	1	\$ 70,000.00	0	\$ -	1	\$ 70,000.00	1	\$ 70,000.00	0%	\$ -	\$ -					
29.	MULCHING	ACR	1.80	\$ 700.00	\$ 1,260.00	0	\$ -	1.80	\$ 1,260.00	0	\$ -	1.80	\$ 1,260.00	1.80	\$ 1,260.00	0%	\$ -	\$ -					
30.	SEEDING & FERTILIZING (RURAL)	ACR	1.10	\$ 2,250.00	\$ 2,475.00	0	\$ -	1.10	\$ 2,475.00	0	\$ -	1.10	\$ 2,475.00	1.10	\$ 2,475.00	0%	\$ -	\$ -					
31.	SEEDING & FERTILIZING (URBAN)	ACR	0.70	\$ 4,750.00	\$ 3,325.00	0	\$ -	0.70	\$ 3,325.00	0	\$ -	0.70	\$ 3,325.00	0.70	\$ 3,325.00	0%	\$ -	\$ -					
					\$ 706,409.60		\$ -		\$ 706,409.60		\$ -		\$ 706,409.60		\$ 706,409.60		\$ -	\$ -					

**APPLICATION FOR PAYMENT
UNIT PRICE CONTRACT**

PROJ: Hwy 146 & 420th Ave Pavement Widening & Improvements
 P/N:
 PAGE: 3
 APPLICATION NO: 1
 APPLICATION DATE: 7/25/16
 FOR PERIOD: 7/01/16 TO 07/25/16

A ITEM NO.	B DESCRIPTION OF WORK	C		D		E		F		G	H		I	J	K	L	M	N	O	P	
		UNITS	QTY	CONTRACT PRICE	UNIT PRICE	CONTRACT PRICE	CONTRACT PRICE	TOTAL QTY'S PREVIOUS APPLICATION	TOTAL \$ AMOUNT PREVIOUS APPLICATION		WORK COMPLETED THIS PERIOD	QTY AMOUNT THIS PERIOD									\$ AMOUNT THIS PERIOD
32.	SILT FENCE FOR DITCH CHECKS	LF	250	\$ 2.50	\$ 625.00						79	\$ 197.50					79	\$ 197.50	32%	\$ 427.50	\$ 9.88
33.	REMOVAL OF SILT FENCE FOR DITCH CHECKS	LF	250	\$ 0.10	\$ 25.00						0	\$ -					0	\$ -	0%	\$ 25.00	\$ -
34.	MAINTENANCE OF SILT FENCE/SILT FENCE DITCH CHECKS	LF	250	\$ 0.10	\$ 25.00						0	\$ -					0	\$ -	0%	\$ 25.00	\$ -
35.	PERIMETER & SLOPE SEDIMENT CONTROL DEVICE, 12"	LF	2750	\$ 2.50	\$ 6,875.00						0	\$ -					0	\$ -	0%	\$ 6,875.00	\$ -
36.	MOBILIZATIONS EROSION CONTROL	EA	1	\$ 250.00	\$ 250.00						1	\$ 250.00					1	\$ 250.00	100%	\$ -	\$ 12.50
37.	MOBILIZATIONS EMERGENCY EROSION CONTROL	EA	1	\$ 500.00	\$ 500.00						0	\$ -					0	\$ -	0%	\$ 500.00	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -						0	\$ -					0	\$ -	#DIV/0!	\$ -	\$ -
					\$ -																

RESOLUTION NO. 2016-156

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 2 IN THE AMOUNT OF \$133,052.25 TO BUSHONG CONSTRUCTION COMPANY, INC OF MONTEZUMA, IOWA FOR WORK COMPLETED ON THE CENTRAL PARK IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Central Park Improvements on May 16, 2016; and

WHEREAS, Pay Estimate No. 2 has been initiated by the City of Grinnell and Bushong Construction Company, 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. 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 \$133,052.25.

Passed and adopted this 1st of August, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk

TO OWNER:
 City of Grinnell
 927 4th Avenue
 Grinnell, IA 50112

PROJECT:
 Central Park Improvements
 Grinnell, IA

FROM CONTRACTOR:
 Bushong Construction Company
 704 E Wood Street
 Montezuma, IA 50171

VIA ARCHITECT:
 RDG IA, Inc
 301 Grand Avenue
 Des Moines, IA 50309

APPLICATION NO: 2

PERIOD TO: 7/31/2016

PROJECT NOS:

CONTRACT DATE: 5/19/2016

Distribution to:

OWNER

CONTRACTOR

A/R

FILE

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM \$ 2,706,000.00
- 2. Net change by Change Orders \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 2,706,000.00
- 4. TOTAL COMPLETED & STORED TO DATE \$226,214.00
 (Column G on G703)
- 5. RETAINAGE:
 - a. 5 % of Completed Work 11,310.70
 (Column D + E on G703)
 - b. 5 % of Stored Material \$ -
 (Column F on G703)
 Total Retainage (Lines 5a + 5b or
 Total in Column I of G703) \$ 11,310.70
- 6. TOTAL EARNED LESS RETAI \$ 214,903.30
 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR
 PAYMENT (Line 6 from prior Certificate) \$ 81,851.05
- 8. CURRENT PAYMENT DUE \$ 133,052.25
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 2,491,096.70
 (Line 3 less Line 6)

OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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

CONTRACTOR: BUSHONG CONSTRUCTION COMPANY, INC.

By: [Signature] Date: 07/25/16

State of: Iowa County of: _____
 Subscribed and sworn to before me this _____
 Notary Public: Brenda J. Moore
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 133,052.25

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

By: [Signature] Date: 7/25/16

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

OWNER: _____ DATE: _____

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: **2**

Contractor's signed certification is attached.

APPLICATION DATE: **25-Jul-16**

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

PERIOD TO: **31-Jul-16**

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

CONTRACTOR'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	GENERAL REQUIREMENTS								
	Bonds/Insurance	\$31,300	\$31,300.00	\$0.00	\$0.00	\$31,300.00	100%		\$1,565.00
	Management, Supervision, Admin	\$125,200	\$21,450.00	\$20,750.00	\$0.00	\$42,200.00	34%	\$83,000.00	\$2,110.00
	Other	\$43,500	\$7,165.00	\$7,340.00	\$0.00	\$14,505.00	33%	\$28,995.00	\$725.25
	SITWORK								
	Site Layout	\$17,500	\$1,750.00	\$1,750.00	\$0.00	\$3,500.00	20%	\$14,000.00	\$175.00
	Gazebo Moving	\$12,500	\$0.00	\$9,000.00	\$0.00	\$9,000.00	72%	\$3,500.00	\$450.00
	Transplant Trees	\$3,035	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,035.00	\$0.00
	Removals	\$5,850	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,850.00	\$0.00
	Infill at removals	\$27,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$27,500.00	\$0.00
	Water Service	\$8,750	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,750.00	\$0.00
	Sanitary Service	\$14,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,500.00	\$0.00
	Storm Sewer/Subdrainage	\$54,250	\$0.00	\$0.00	\$11,030.00	\$11,030.00	20%	\$43,220.00	\$551.50
	Site Prep/Subgrade	\$155,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$155,400.00	\$0.00
	Storm Sewer Bedding Material	\$8,540	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,540.00	\$0.00
	Trucking	\$24,500	\$1,250.00	\$1,780.00	\$0.00	\$3,030.00	12%	\$21,470.00	\$151.50
	Black Dirt and Soil Amendments	\$28,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$28,400.00	\$0.00
	Stage/Shelter Excavation	\$16,500	\$0.00	\$16,500.00	\$0.00	\$16,500.00	100%		\$825.00
	Gazebo Foundation Excavation	\$5,350	\$0.00	\$5,350.00	\$0.00	\$5,350.00	100%		\$267.50
	Over Excavation	\$32,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$32,000.00	\$0.00
	Silt Fence and Waddles	\$3,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,250.00	\$0.00
	Site Fence-Perimeter	\$12,400	\$10,664.00	\$1,736.00	\$0.00	\$12,400.00	100%		\$620.00
	Tree Protection/Fence	\$18,500	\$12,580.00	\$5,920.00	\$0.00	\$18,500.00	100%		\$925.00
	Unit Pavers	\$250,780	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$250,780.00	\$0.00
	Irrigation	\$8,550	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,550.00	\$0.00
	Site Concrete Walks- Material	\$53,989	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$53,989.00	\$0.00
	Site Concrete Walks- Labor	\$28,908	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$28,908.00	\$0.00
	Concrete Planter Curbs- Material	\$9,932	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,932.00	\$0.00
	Concrete Planter Curbs- Labor	\$20,010	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,010.00	\$0.00
	Concrete Subbase/Pavers- Mat	\$22,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$22,400.00	\$0.00
	Concrete Subbase/Pavers- Labor	\$22,540	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$22,540.00	\$0.00
	Con Fountain Slab- Materials	\$4,450	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,450.00	\$0.00
	Con Fountain Slab- Labor	\$7,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,250.00	\$0.00

Concrete Washout	\$3,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
Flag Pole Concrete- Material	\$167	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$167.00	\$0.00
Flag Pole Concrete- Labor	\$340	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$340.00	\$0.00
Trees and Shrubs, Plants	\$64,125	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$64,125.00	\$0.00
Mulch	\$5,292	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,292.00	\$0.00
Seeding	\$12,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,400.00	\$0.00
CONCRETE								
Footings- Material	\$14,250	\$0.00	\$14,250.00	\$0.00	\$14,250.00	100%		\$712.50
Footings- Labor	\$18,950	\$0.00	\$18,950.00	\$0.00	\$18,950.00	100%		\$947.50
Stairs - Material	\$3,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,250.00	\$0.00
Stairs- Labor	\$10,650	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,650.00	\$0.00
Slab- Material	\$15,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,400.00	\$0.00
Slab- Labor	\$17,850	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,850.00	\$0.00
Rebar/Foam/Vapor	\$15,400	\$0.00	\$7,155.00	\$4,095.00	\$11,250.00	73%	\$4,150.00	\$562.50
MASONRY								
CMU Masonry- Labor	\$61,471	\$0.00	\$5,000.00	\$0.00	\$5,000.00	8%	\$56,471.00	\$250.00
CMU Masonry- Material	\$40,521	\$0.00	\$3,245.00	\$0.00	\$3,245.00	8%	\$37,276.00	\$162.25
Cast Stone- Labor	\$66,497	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$66,497.00	\$0.00
Cast Stone- Material	\$95,550	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$95,550.00	\$0.00
Brick Masonry Assemb.- Labor	\$29,700	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$29,700.00	\$0.00
Brick Masonry Assemb.- Mat'l.	\$51,535	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$51,535.00	\$0.00
Terra Cotta- Labor	\$20,900	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,900.00	\$0.00
Terra Cotta- Materials	\$106,799	\$0.00	\$3,204.00	\$0.00	\$3,204.00	3%	\$103,595.00	\$160.20
Fuel and Equipment	\$21,800	\$0.00	\$3,000.00	\$0.00	\$3,000.00	14%	\$18,800.00	\$150.00
METALS								
Steel/Metal Fabrications-Mat'ls.	\$17,520	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,520.00	\$0.00
Steel/ Metal Fabrications-Labor	\$8,540	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,540.00	\$0.00
Decorative Metal- Materials	\$3,600	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,600.00	\$0.00
Decorative Metal- Labor	\$1,520	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,520.00	\$0.00
WOODS & PLASTICS								
Rough Carp./ Sheath.- Material	\$15,671	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,671.00	\$0.00
Rough Carp./ Sheath.- Labor	\$22,793	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$22,793.00	\$0.00
GlueLam/Decking- Material	\$137,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$137,500.00	\$0.00
GlueLam/Decking- Labor	\$48,200	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$48,200.00	\$0.00
Ext Finish Carpentry - Material	\$13,750	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$13,750.00	\$0.00
Ext Finish Carpentry - Labor	\$25,895	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$25,895.00	\$0.00
THERMAL & MOISTURE								
Damproofing	\$3,840	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,840.00	\$0.00
Insulation	\$2,400	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,400.00	\$0.00
Weather Barriers	\$1,631	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,631.00	\$0.00
Comp Rubber Shingles- Material	\$48,751	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$48,751.00	\$0.00
Comp Rubber Shingles- Labor	\$10,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
Sheetmetal/ Trim	\$12,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
Joint Sealants	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
DOORS & WINDOWS								
Frames, Doors, Hdw - Material	\$17,880	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,880.00	\$0.00

Frames, Doors, Hdw - Labor	\$2,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,250.00	\$0.00
Access Door- Material	\$229	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$229.00	\$0.00
Access Door- Labor	\$90	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$90.00	\$0.00
FINISHES								
Gypsum Board- Material	\$2,064	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,064.00	\$0.00
Gypsum Board- Labor	\$3,096	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,096.00	\$0.00
Resinous Flooring	\$8,870	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,870.00	\$0.00
Painting/Trans. Finish	\$14,944	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,944.00	\$0.00
SPECIALTIES								
Toilet Comp./ Bath Acc.- Material	\$3,695	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,695.00	\$0.00
Toilet Comp./ Bath Acc.- Labor	\$1,080	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,080.00	\$0.00
FURNISHINGS								
Site Furnishings- Material	\$70,970	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$70,970.00	\$0.00
Site Furnishings- Labor	\$5,040	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,040.00	\$0.00
MECHANICAL								
Underfloor - Material	\$3,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,500.00	\$0.00
Underfloor - Labor	\$4,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,000.00	\$0.00
Above Ground - Material	\$6,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
Above Ground - Labor	\$3,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,000.00	\$0.00
Fixture - Material	\$9,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,000.00	\$0.00
Fixture - Labor	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
Plumbing Insulation	\$2,900	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,900.00	\$0.00
HVAC Equipment- Material	\$27,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$27,250.00	\$0.00
HVAC Equipment- Labor	\$7,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,000.00	\$0.00
HVAC Piping- Material	\$8,850	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,850.00	\$0.00
HVAC Piping- Labor	\$4,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,500.00	\$0.00
Fountain Equipment - Material	\$150,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$150,000.00	\$0.00
Fountain Equipment - Labor	\$14,500	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,500.00	\$0.00
Fountain Piping - Material	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
Fountain Piping - Labor	\$12,000	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
ELECTRICAL								
Wire & Cable Material	\$8,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,100.00	\$0.00
Wire & Cable Labor	\$7,650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,650.00	\$0.00
Grounding & Bonding Material	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$850.00	\$0.00
Grounding & Bonding Labor	\$850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$850.00	\$0.00
Hangers & Supports Material	\$1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,850.00	\$0.00
Hangers & Supports Labor	\$1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,850.00	\$0.00
Conduit Material	\$6,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,400.00	\$0.00
Conduit Labor	\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,400.00	\$0.00
Boxes Material	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,500.00	\$0.00
Boxes Labor	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$750.00	\$0.00
Identification Material	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$350.00	\$0.00
Identification Labor	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$350.00	\$0.00
Panelboards Material	\$6,140.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,140.00	\$0.00
Panelboards Labor	\$3,185.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,185.00	\$0.00
Electrical Service Material	\$7,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,950.00	\$0.00

Electrical Service Labor	\$4,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,350.00	\$0.00
Equipment Wiring Material	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
Equipment Wiring Labor	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,800.00	\$0.00
Wiring Devices Material	\$2,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,950.00	\$0.00
Wiring Devices Labor	\$1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,850.00	\$0.00
Lighting Fixtures Material	\$83,175.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$83,175.00	\$0.00
Lighting Fixtures Labor	\$11,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,200.00	\$0.00
TOTAL OF ORIGINAL CONTRACT	\$2,706,000.00	\$86,159.00	\$124,930.00	\$15,125.00	\$226,214.00	8%	\$2,479,786.00	\$11,310.70
GRAND TOTALS	\$2,706,000.00	\$86,159.00	\$124,930.00	\$15,125.00	\$226,214.00	8%	\$2,479,786.00	\$11,310.70

RESOLUTION NO. 2016-157

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 IN THE AMOUNT OF \$240,975.81 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. 3 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. 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 \$240,975.81 to for the Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project.

Passed and adopted this 1st day of August 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk/Finance Director

Con-Struct Inc.

1710 E. Main Street
Marshalltown, IA 50158
641-752-1865
Fax-752-5905

Partial Payment Estimate No. 3							
Grinnell CBD Improvements Phase 5							
							Ending 7/22/16
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	0.25	0.10	LS	\$38,200.00	\$9,550.00
1.2	Traffic Control	1	0.25	0.10	LS	\$25,000.00	\$6,250.00
1.3	Mobilization	1	0.25	0.10	LS	\$150,000.00	\$37,500.00
1.4	Clearing and Grubbing	1			LS	\$10,000.00	\$0.00
1.5	Erosion Control and Pollution Prevent Plan	1	0.25	0.10	LS	\$14,000.00	\$3,500.00
1.6	Safety Closure	22	8.00	4.00	EA	\$110.00	\$880.00
1.7	Safety Fence	30	25.00	9.00	STA	\$500.00	\$12,500.00
1.8	Signing	1			LS	\$20,000.00	\$0.00
1.9	Unclassified Excavation	1	0.25	0.10	LS	\$150,000.00	\$37,500.00
1.10	Surfacing Removal	21679	8190.00	3905.00	SY	\$7.00	\$57,330.00
1.11	Granular Backfill	4500	731.55		TONS	\$18.00	\$13,167.90
1.12	Sodding	450	320.00	320.00	SQ	\$78.00	\$24,960.00
1.13	Temporary Granular Surfacing	150	16.80	16.80	TONS	\$35.00	\$588.00
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	6.00	1.00	EA	\$700.00	\$4,200.00
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		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	3.00	3.00	EA	\$1,000.00	\$3,000.00
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		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. 2016-158

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 5 IN THE AMOUNT OF \$42,678.00 FOR A NET INCREASE TO THE CONTRACT WITH GARLING CONSTRUCTION, INC FOR THE CDBG DOWNTOWN REVITALIZATION FAÇADE PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project; and

WHEREAS, Garling Construction, Inc. has submitted Contract Change Order No. 5 for a net Increase of \$42,678.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 5; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 1st day of August, 2016 that the contract amount has increased by \$42,678.00 in accordance with Contract Change Order No. 5 is hereby approved as executed.

Passed and adopted this 1st day of August, 2016.

Gordon Canfield, Mayor

Attest:

P. Kay Cmelik, City Clerk



AIA Document G701™ - 2001

Change Order

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

PROJECT Main Street Façade Rehabilitation Grinnell, Iowa	CHANGE ORDER NUMBER: 5 DATE: July 27, 2016 ARCHITECT'S PROJECT NUMBER: 2014.468.00 FILE: 7.0.1 OWNER'S PROJECT NUMBER: N/A CONTRACT DATE: August 24, 2015 CONTRACT FOR: General Construction
TO CONTRACTOR Garling Construction, Inc. 1120 11 th Street Belle Plaine, IA 52208	

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

PR 15	(COP 16) 824: Remove new door from scope of work	DEDUCT	\$	(3,491.00)
PR 20	(COP 21) 831: Additional scope at north wall	ADD	\$	1,132.00
PR 21	(COP 22) 923: Revised door elevations	DEDUCT	\$	(6,270.00)
PR 19	(COP 23R) 829: Revised Elevation	DEDUCT	\$	(802.00)
PR 22	(COP 24) 923: Insulation and spandrel panel	ADD	\$	839.00
PR 23	(COP 25) 829: Grille at Stairway	ADD	\$	968.00
PR 24	(COP 26) 831: Add recessed can light	ADD	\$	637.00
PR 5 REV	(COP 27) 815: Additional masonry brick trimming	ADD	\$	2,704.00
PR 25	(COP 28) 819: Windows and brickwork	ADD	\$	46,961.00

TOTAL	\$42,678.00
-------	-------------

The original Contract Sum was	\$	982,000.00
The net change by previously authorized Change Orders	DEDUCT	\$ (46,856.00)
The Contract Sum prior to this Change Order was	\$	935,144.00
The Contract Sum will be modified by this Change Order in the amount of	ADD	\$ 42,678.00
The new Contract Sum including this Change Order will be	\$	977,822.00

The contract time will be changed by 0 days.

The date of Substantial Completion as of the date of this Change Order therefore is..... **September 9, 2016**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RDG Planning & Design	Garling Construction	City of Grinnell
ARCHITECT	CONTRACTOR	OWNER
301 Grand Ave.	1120 11 th Street	927 4 th Avenue
Des Moines, IA 50309-1718	Belle Plaine, IA 52208	Grinnell, IA 50012
ADDRESS	ADDRESS	ADDRESS
Naura Heiman Godar, AIA	Owner or Designee	Mayor or Designee
BY	BY	BY

	7/26/16				
(Signature)	DATE	(Signature)	DATE	(Signature)	DATE

AIA Document G701™ – 2001. Copyright © 1978 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 07:39:56 on 09/22/2009 under Order No. 1000389761_6 which expires on 4/3/2016, and is not for resale.

User Notes:

(242450372)

RESOLUTION NO. 2016-159

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 6 IN THE AMOUNT OF \$118,473.55 TO GARLING CONSTRUCTION INC 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. 6 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. 6; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$118,473.55 to for the Garling Construction of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project.

Passed and adopted this 1st day of August 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	PROJECT 5395-15 NAME AND LOCATION: Grinnell Façade Rehabilitation 927 4th Ave Grinnell, Iowa 50012	APPLICATION # 6 PERIOD THRU: 07/26/2016 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"/>
FROM: Garling Construction, Inc 1120 11th Street Belle Plaine, IA 52208	ARCHITECT: RDG IA Inc 301 Grand Ave Des Moines, Iowa 50309-1718		
FOR: General Construction			

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)	_____	\$563,371.00
5. RETAINAGE:		
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	_____	\$28,168.55
b. 5.00% of Material Stored (Column F on Continuation Page)	_____	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	_____	\$28,168.55
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	_____	\$535,202.45
7. LESS PREVIOUS PAYMENT APPLICATIONS	_____	\$416,728.90
8. PAYMENT DUE	_____	\$118,473.55
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	_____	\$406,784.55

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$73,936.00	(\$113,949.00)
Total approved this month	\$0.00	\$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: _____ Date: 07/26/2016
 Douglas J. DeMeulenaere, President

State of: Iowa

County of: Benton

Subscribed and sworn to before

me this 26th day of July 2016

Notary Public:

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..... \$118,473.55

(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: _____ Naura Heiman
 By:  Godar, AIA Date: 7/27/16

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.

CONTINUATION PAGE

PROJECT: 5395-15
Grinnell Façade Rehabilitation

APPLICATION #: 6
DATE OF APPLICATION: 07/26/2016
PERIOD THRU: 07/26/2016
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 BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
							1		
2	Address: 817	\$165,824.00	\$82,912.00	\$24,700.00	\$0.00	\$107,612.00	64.9%	\$58,212.00	
3	Address: 819	\$93,294.00	\$59,476.00	\$15,900.00	\$0.00	\$75,376.00	80.8%	\$17,918.00	
4	Address: 824	\$21,747.00	\$16,147.00	\$0.00	\$0.00	\$16,147.00	74.2%	\$5,600.00	
5	Address: 829	\$74,178.00	\$19,178.00	\$0.00	\$0.00	\$19,178.00	25.9%	\$55,000.00	
6	Address: 831	\$102,062.00	\$53,062.00	\$25,200.00	\$0.00	\$78,262.00	76.7%	\$23,800.00	
7	Address: 835	\$54,004.00	\$24,760.00	\$16,244.00	\$0.00	\$41,004.00	75.9%	\$13,000.00	
8	Address: 837	\$65,265.00	\$11,340.00	\$16,900.00	\$0.00	\$28,240.00	43.3%	\$37,025.00	
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	\$47,510.00	\$6,265.00	\$0.00	\$53,775.00	37.4%	\$90,000.00	
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	\$44,220.00	\$0.00	\$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	\$438,662.00	\$124,709.00	\$0.00	\$563,371.00	59.8%	\$378,616.00	

RESOLUTION NO. 2016-160

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 4 IN THE AMOUNT OF \$248,068.74 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. 4 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. 4; 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 \$248,068.74 to Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project.

Passed and adopted this 1st day of August, 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:
 Type of Work: PCC Pavement - Grade and Replace
 Date of This Est.: 06/23/2016
 Estimate No.: 3
 Sheet No.: 4 Total

Payable To: Absolute Concrete
 Address: Slater, Iowa

Contract No.:
 County: Poweshiek
 Project No.: STPN-146-2(35)--2J-79
 Accounting ID:

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	
1	2101-0850002	CLEAR+GRUBB	UNIT	15.000	434	434.000	6,510.00	6,510.00	100.00%
2	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	19.500	1835	600.000	35,782.50	11,700.00	32.70%
3		TOPSOIL, STRIP, SALVAGE+SPREAD	CY	19.500	1181	590.000	23,029.50	11,505.00	49.96%
4	2107-0875000	COMPACTION W/MOISTURE+DENSITY CONTROL	CY	9.500	1835		17,432.50		
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	3,104.030	78,000.00	62,080.60	79.59%
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	11.000	78,750.00	41,250.00	52.38%
12		INTAKE, SW-511	EACH	2,765.000	1	1.000	2,765.00	2,765.00	100.00%
13		INTAKE, SW-541	EACH	5,450.000	1	1.000	5,450.00	5,450.00	100.00%
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	514.000	42,462.00	21,588.00	50.84%
19		STORM SWR G-MAIN,TRENCHED, RCP 2000D,18"	LF	49.000	621	240.000	30,429.00	11,760.00	38.65%
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%
27		RMVL OF PAVT	SY	6.500	9820	5,451.000	63,830.00	35,431.50	55.51%

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.: 06/23/2016
 Estimate No.: 3
 Sheet No.: 4 Total

Payable To: Absolute Concrete
 Address: Slater, Iowa

Contract No.:
 County: Poweshiek
 Project No.: STPN-146-2(35)--2J-79
 Accounting ID:

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	
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	819.300	5,895.00	4,915.80	83.39%
36		SAFETY CLOSURE	EACH	100.000	13	13.000	1,300.00	1,300.00	100.00%
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	0.500	30,000.00	15,000.00	50.00%
40		PAINTED PAV'T MARK, WATERBORNE/SOLVENT	STA	63.500	62.7		3,981.45		
41	2528-8445110	TRAFFIC CONTROL	LS	20,000.000	1	0.500	20,000.00	10,000.00	50.00%
42		FLAGGER	EACH	500.000	5		2,500.00		
43	2533-4980005	MOBILIZATION	LS	155,000.000	1	1.000	155,000.00	155,000.00	100.00%
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	90.000	5,246.00	3,870.00	73.77%
49		WATER MAIN, TRENCHED, PVC, 12"	LF	50.000	1777	1,280.000	88,850.00	64,000.00	72.03%
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		
53	2515-6745600	FITTINGS BY COUNT, DI, 8" 90 DEG BEND	EACH	631.500	4	4.000	2,526.00	2,526.00	100.00%
54	2518-6910000	FITTINGS BY COUNT, DI, 12" 90 DEG BEND	EACH	1,013.000	3		3,039.00		

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.: 06/23/2016
 Estimate No.: 3
 Sheet No.: 4 Total

Payable To: Absolute Concrete
 Address: Slater, Iowa

Contract No.:
 County: Poweshiek
 Project No.: STPN-146-2(35)--2J-79
 Accounting ID:

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	
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	1.000	2,088.00	2,088.00	100.00%
58	2533-4980005	FITTINGS BY COUNT, DI, 8" X 4" REDUCER	EACH	395.000	2	2.000	790.00	790.00	100.00%
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	38.000	36,600.00	22,800.00	62.30%
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	8.000	21,150.00	18,800.00	88.89%
65		FIRE HYDRANT ASSEMBLY, WM-201	EACH	4,800.000	5	4.000	24,000.00	19,200.00	80.00%
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	2.000	3,525.00	1,410.00	40.00%
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	36.000	17,400.00	10,800.00	62.07%
71		STORM SEWER SERVICE STUB	LF	17.500	1065	783.000	18,637.50	13,702.50	73.52%
72		WATER SERVICE PIPE, COPPER, 1"	LF	32.000	2002	1,340.000	64,064.00	42,880.00	66.93%
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		
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		

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.: 06/23/2016
 Estimate No.: 3
 Sheet No.: 4 Total

Contract No.:
 County: **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	
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.

Original Contract Amount \$2,390,587.45
 Approved Contract Amount \$2,895,120.60 \$ 1,045,437.20 36.11%

Total Completed To Date = \$ 1,045,437.20
Amount Retained @ 3% = \$ 30,000.00
Eligible Amount = \$ 1,015,437.20
Previously Reimbursed = \$ 767,368.46
Amount Due & Payable = \$ 248,068.74

() Date

Absolute Concrete

() Date

City of Grinnell

() Date

