



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
TUESDAY, SEPTEMBER 6, 2016  
IN THE COUNCIL CHAMBERS

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of The Agenda

Documents:

[09.06.16 - 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 - MEETINGS AND COMMUNICATIONS.PDF](#)

5. Public Hearing

5.A. Public Hearing

Documents:

[HOTEL DEVELOPMENT AGREEMENT \(CLEAN 5-19-16\) \(01242499X7F7E1\)  
\(002\).PDF](#)

6. Committee Business

6.A. Report From The Finance Committee

6.A.1. Report From The Finance Committee

Documents:

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

6.B. Report From Planning Committee

6.B.1. Report From The Planning Committee

Documents:

[6B - PLANNING COMM AGENDA AND SUPP DOCS.PDF](#)

6.C. Report From Public Safety Committee

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

Documents:

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

6.D. Report From Public Works And Grounds Committee

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

Documents:

[6D - PWG COMM AGENDA AND SUPP DOCS.PDF](#)

7. Inquires

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**TUESDAY, SEPTEMBER 6, 2016 AT 7:00 P.M.**  
IN THE COUNCIL CHAMBERS

**TENTATIVE AGENDA**

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- 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, August 15, 2016 Regular Session.
  - Approve city claims and payroll claims from August 2, 2016 through and including September 6, 2016.
  - Approve liquor license renewals:
    - Casey's General Store #1134, 1718 6<sup>th</sup> Avenue.
    - Grinnell College, 1115 8<sup>th</sup> Avenue.
    - Rabbitt's Tavern, 721 4<sup>th</sup> Avenue.
  - Approve Grinnell Area Arts Council request to reserve eight parking spaces on Broad Street from 9:00 am to 3 p.m., Sunday, September 18<sup>th</sup> for the Annual Raku Workshop.
  - Approve resolution accepting and approving the street finance report for fiscal year 2016 (See Resolution No. 2016-166).
  - Review Campbell Fund requests.
- 4) Meeting Minutes/Communications:
  - a) Finance Committee minutes: August 15, 2016.
  - b) Planning Committee minutes: August 15, 2016.
  - c) Public Safety Committee minutes: August 15, 2016.
  - d) Public Works and Grounds Committee minutes: August 15, 2016.
  - e) Parks and Recreation Board minutes: August 11, 2016.
  - f) Library Board minutes: July 27, 2016.
- 5) Public Hearing:
  - a) Regarding the proposal to enter into a Purchase, Sale and Development Agreement with Grinnell Center, LLC, which includes the potential sale of the City's interest in real property (See Resolution No. 2016-165).
- 6) Committee Business:
  - A. Report from the Finance Committee
    1. Consider resolution making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase,

Sale and Development Agreement by and between the city of Grinnell and Grinnell Center, LLC (See Resolution No. 2016-165).

2. Discuss primary banking services.
3. Review transition to monthly billing schedule and customer notification.
4. Approve setting public hearing date for the Grinnell City Hall Relocation bids and directing the city clerk to publish notice.
5. Discuss downtown development project.

**B. Report from the Planning Committee**

1. Update on Rental Inspection Program and establishing the task force.

**C. Report from the Public Safety Committee**

1. Consider second reading of an ordinance amending provisions pertaining to interference with official acts (See Ordinance No. 1426).
2. Consider resolution approving an agreement between the city and Nathan Anderson for a law enforcement training reimbursement contract (See Resolution No. 2016-167).

**D. Report from the Public Works and Grounds Committee**

1. Consider resolution approving contract change order No. 1 in the amount of \$10,466.50 for a net increase to the contract for Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements (See Resolution No. 2016-168).
2. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$411,594.27 to Manatts Inc. of Brooklyn, Iowa for work completed on the Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements Project (See Resolution No. 2016-169).
3. Consider resolution approving contract change order No. 6 in the amount of \$178,712.00 for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-170).
4. Consider resolution approving contract change order No. 31 in the amount of \$1,852.00 to add storms on 829 Broad Street for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-171).
5. Consider resolution approving contract change order No. 33 in the amount of \$813.00 to paint upper windows on 817 and to trim the center piece for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-172).
6. Consider resolution approving contract change order No. 34 in the amount of \$6,434.00 to replace COR #17 to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-173).
7. Consider resolution approving contract change order No. 35 in the amount of \$5,684.00 for the increased size of windows at 819 south side windows for a net increase to the contract with Garling Construction, Inc. of Belle

- Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-174).
8. Consider resolution approving contract change order No. 36 in the amount of \$2,546.00 to pain cornice at top of 829 Broad Street for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-175).
  9. Consider resolution authorizing payment of contractor's pay request No. 7 in the amount of \$233,007.45 to Garling Construction Inc of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-176).
  10. Consider resolution approving contract change order No. 3 in the amount of \$1,149.00 to add the repairs to an older four-inch water main for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-177).
  11. Consider resolution approving contract change order No. 4 in the amount of \$1,827.00 to add half of the cost for a retaining wall near the new Mayflower building on the west side of Broad Street for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-178).
  12. Consider resolution approving contract change order No. 5 in the amount of \$6,500 to add a new water service to the existing Community Center for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-179).
  13. Consider resolution approving contract change order No. 6 in the amount of \$5,500.00 to add the removal and replacement of existing storm water intake at the corner of 4<sup>th</sup> Avenue and Park Street for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-180).
  14. Consider resolution approving contract change order No. 7 in the amount of \$10,350.00 for the addition of 203 LF of 10 inch perforated HDPE pipe that helps drain the soils in the area for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-181).
  15. Consider resolution approving contract change order No. 8 in the amount of \$7,800.00 for the addition of over-excavating the poor soils out in preparation for placement of 3-inch stabilizing stone for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-182).
  16. Consider resolution approving contract change order No. 9 in the amount of \$21,215.80 for the addition of 3-inch stabilizing stone for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-183).
  17. Consider resolution authorizing payment of contractor's pay request No. 4 in the amount of \$504,095.74 to Con-Struct Inc. of Marshalltown, Iowa for

the Central Business District Phase 5 Project (See Resolution No. 2016-184).

18. Consider resolution approving contract change order No. 1 in the amount of \$370,905.55 for 1. additional concrete (patio, sidewalks, stairs and parking); 2. Larger piping, underground storage, sump pumps/vault/backup generator) 3. Retaining Wall/masonry seat wall and 4. Sod at regraded/sloped areas for net increase of \$370,905.55 to the contract with Bushong Construction Company of Montezuma, Iowa for the Central Park Improvement Project (See Resolution No. 2016-185).
19. Consider resolution authorizing payment of contractor's pay request No. 3 in the amount of \$134,265.40 to Bushong Construction Company of Montezuma, Iowa for work completed on the Central Park Improvements Project (See Resolution No. 2016-186).
20. Consider resolution approving contract change order No. 4 in the amount of \$1,650.00 for installation of two 12X6 reducers for the water main system for a net increase to the contract with Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project (See Resolution No. 2016-187).
21. Consider resolution authorizing payment of contractor's pay request No. 5 in the amount of \$628,609.86 to Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project (See Resolution No. 2016-188).
22. Consider resolution authorizing payment of contractor's pay request No. 1 (final) for 2016 Seal Coat Project (See Resolution No. 2016-189).
23. Consider resolution accepting the work for the UPRR Water Main Relocation (See Resolution No. 2016-190).
24. Consider resolution approving installation of street lights at 822 Park Street, 733 Park Street, 3<sup>rd</sup> Avenue between Broad Street and Park Street; Corner of 3<sup>rd</sup> Avenue and Broad Street; and Corner of 2<sup>nd</sup> Avenue and Broad Street (See Resolution No. 2016-191).

7) Inquiries:

8) Adjourn



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

**MINUTES**

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The Grinnell City Council met in regular session Monday, August 15, 2016 at 7:00 p.m. in the council chambers. Mayor Canfield presided with all of the council members in attendance. Also present were Chris Johnson, David Isch, 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 Monday, August 1, 2016 Regular Session.
- Approval liquor license renewals:
  - La Casa de Pancho, 915 Main Street
- Accept new employee hires and promotions:
  - Nathan Anderson, Police Officer, \$21.48 an hour, effective August 26, 2016, contingent on passing of pre-employment examinations.
- Approve Grinnell Chamber of Commerce request for access to the public streets for Grinnell High School Homecoming parade on Thursday, October 6, 2016 beginning at 4:30 p.m.
- Approve IDOT application and agreement for use of highway right-of-way for curb and gutter replacement for S & F Underground Inc.
- Approve Tax Abatement application for Melvin Beck Construction, 715-717 Spring Street (See Resolution No. 2016-161).
- Appoint Duane Neff as the Title VI Coordinator (See Resolution No. 2016-162).
- Review Campbell Fund requests.

AYES: 6-0. Motion carried.

The Mayor announced that it was the time and place for the public hearing to consider the proposed improvements to the wastewater treatment facility and the purpose of informing residents of the proposed action, actual cost and user fees associated. The Mayor asked if the clerk had received any written comments regarding the same. There were none. He asked if there were any citizen's wishing to make any verbal comments in regard to the proposed improvements. There were none made. Mayor Canfield then declared the comment period closed for the proposed improvements.

## **ROUTINE BUSINESS**

The council acknowledged receipt of the previous council committee meeting minutes and monthly department reports as follows:

- a) Finance Committee minutes: August 1, 2016.
- b) Planning Committee minutes: August 1, 2016.
- c) Public Safety Committee minutes: August 1, 2016,
- d) Public Works and Grounds Committee minutes: August 1, 2016.
- e) July 2016 Treasurer's Report.
- f) July 2016 Monthly Building Permit Report.
- g) July 2016 Monthly Police Report.

No action required.

## **FINANCE COMMITTEE**

Wray made the motion, second by White to approve Resolution No. 2016-163 - Resolution approving professional services agreement with RDG Planning and Design for the City Hall Relocation. AYES: 6-0. Motion carried.

## **PLANNING COMMITTEE**

The council discussed briefly the process of developing an improvement plan for the downtown. No action was necessary.

The council reviewed the working draft of the capital improvement plan. No action was necessary.

Bly made the motion, second by Burnell to approve Alternate No. 3 for the Grinnell entrance sign with all expense for the same to be paid by Shive-Hattery. AYES: 6-0. Motion carried.

## **PUBLIC SAFETY COMMITTEE**

White made the motion, second by Burnell to approve the first reading of Ordinance No. 1426 - An ordinance amending provisions pertaining to interference with official acts. AYES: 6-0. Motion carried.

## **PUBLIC WORKS AND GROUNDS COMMITTEE**

Hueftle-Worley made the motion, second by Bly to approve Resolution No. 2016-164 - A resolution approving an application to the clean water SRF water restoration sponsored project program. AYES: 6-0. Motion carried.

Staff provided an update on water meter replacement program and online monthly utility billing. No official action was necessary.

The council briefly discussed the inclusion of a new cemetery road in the capital improvement plan. No action was taken.

The council reviewed a possible policy change for monument decorations at the cemetery. No action was taken.

The group discussed recycling program and the value of recycled materials. No action was taken.

**ADJOURNMENT**

Wray made the motion, second by White to adjourn the meeting at 7:18 p.m. AYES: All. Motion carried.

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GORDON R. CANFIELD, MAYOR

ATTEST:

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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 : 8/02/2016 THRU 9/06/2016 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
TOTAL CHOICE SHIPPING & PR	SHIPPING	35.78
TOWN & COUNTRY WHOLESALE	CONCESSIONS	1,072.02
TRANS-IOWA EQUIPMENT, INC.	PARTS	853.08
TREASURER STATE OF IOWA	STATE WITHHOLDING	12,136.00
TREAT AMERICA	ILEA ACADEMY MEALS	1,468.47
TREAT AMERICA FOOD SERVICE	MTG EXP-MEALS (JM)	43.44
TYLER TECHNOLOGIES	ONLINE SETUP	6,820.81
UNIFIRST CORPORATION	SHOP TOWELS	98.80
UNIQUE MANAGEMENT SERVICES	4 PLACEMENTS	39.80
US BANK EQUIPMENT FINANCE	COPIER LEASE	1,029.76
US CELLULAR	CELL PHONES	471.40
USA BLUE BOOK	SUPPLIES	1,504.68
VEENSTRA & KIMM	2016 HWY 146 SEWER LINING	78,270.78
VERIZON WIRELESS	WIRELESS SVC 6/26/16-7/25/16	645.71
VERMEER SALES & SERVICE, I	CHIPPER RENTAL	3,462.87
VISU-SEWER, INC.	SAN SWR TV WORK	7,242.34
VOYA (ING)	EMPLOYEE VOLTRY CONTR.	5,709.59
WALMART COMMUNITY (LIBRARY	SUPPLIES	55.46
WATTS TECHNOLOGICS, INC	MONITOR	1,013.00
WELLS FARGO FINANCIAL LEAS	COPIER LEASE	1,067.00
WES FINCH AUTO PLAZA	SVC	1,876.78
WEX BANK	FUEL	20.00
WINDSTREAM	TELEPHONE	2,726.55
WINDSTREAM COMMUNICATIONS,	PC SERVICE-JULY 2016	120.00
WOODRIVER ENERGY LLC	GAS	605.93
ZARNOTH BRUSH WORKS, INC.	BROOMS	847.20
ZEP SALES & SERVICE	SUPPLIES	644.86
** TOTAL ** -City of Grinnell		5,815,813.52 1,208,973.59- 4,606,839.93

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 :	8/02/2016 THRU 9/06/2016	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	1,211,244.36	1,211,244.36CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	4,606,839.93	0.00	4,606,839.93
VOID ITEMS	2,270.77CR	2,270.77	0.00
<b>** TOTALS **</b>	<b>5,815,813.52</b>	<b>1,208,973.59CR</b>	<b>4,606,839.93</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	4,606,852.33
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	12.40CR
<b>** UNPAID TOTALS **</b>	<b>4,606,839.93</b>

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/02/2016 THRU 9/06/2016	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	199,129.97
003	LIBRARY - GENERAL FUND	22,081.95
004	COMM CTR RES - GENERAL	100,000.00
010	BUILDING & PLANNING - GEN	15,288.97
011	UTILITY FRANCHISE - GEN	75,140.00
110	ROAD USE FUND - SPEC REV	181,504.10
112	T&A EMP BEN- SPEC REV	218,610.88
121	LOCAL OPTION SALES TAX	500,000.00
125	URBAN REN - TIF	1,194.02
138	MED INS RESERVE - SPEC RV	11,125.54
145	HOTEL/MOTEL TAX - SPC REV	131,710.03
167	LIBRARY GIFTS - SPEC REV	1,050.84
200	DEBT SERV -	17,729.13
301	CLNS FY 16-17	7,719.04
309	GMRC RISE PROJECT	440,756.86
310	CENTRAL PARK PROJECT	154,803.35
313	ITM/CITY HALL RELOCATION	862,137.99
350	AIRPORT DEV - CAP PROJ	3,295.35
362	HWY 146 NORTH PROJECT	630,349.86
363	STREET PROJECTS 2017	10,039.81
364	CBD FACADE IMPROVEMENTS	237,653.81
378	WW TRMT PLANT PROJECT	27,592.25
381	CBD PHASE 5	515,364.85
499	REC EQMT REP FD- SP RV	1,567.29
610	WATER FUND	101,200.84
620	SEWER OPERATION AND MAINT	762,712.77
630	STORM SEWER FUND	435,349.60
670	SOLID WASTE	150,704.42

GRAND TOTAL 5,815,813.52

**Applicant License Application ( BC0015084 )**

<b>Name of Applicant:</b> <u>Casey's Marketing Company</u>		
<b>Name of Business (DBA):</b> <u>Casey's General Store #1134</u>		
<b>Address of Premises:</b> <u>1718 6th Avenue</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Poweshiek</u>	<b>Zip:</b> <u>5011200</u>
<b>Business</b> <u>(641) 236-0469</u>		
<b>Mailing</b> <u>PO Box 3001</u>		
<b>City</b> <u>Ankeny</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>500218045</u>

**Contact Person**

<b>Name</b> <u>Penny Patrick, Store Operations</u>
<b>Phone:</b> <u>(515) 965-6572</u> <b>Email</b> <u>penny.patrick@caseys.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 10/01/2016

**Expiration Date:** 09/30/2017

**Privileges:**

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Publicly Traded Corporation</u>
<b>Corporate ID Number:</b> <u>184278</u> <b>Federal Employer ID</b> <u>42-1435913</u>

**Ownership**

**Michael Richardson**

**First Name:** Michael      **Last Name:** Richardson  
**City:** Pleasant Hill      **State:** Iowa      **Zip:** 50327  
**Position:** President  
**% of Ownership:** 0.00%      **U.S. Citizen:** **Yes**

**42-0935283 Casey's General Stores, Inc.**

**First Name:** 42-0935283      **Last Name:** Casey's General Stores, Inc.  
**City:** Ankeny      **State:** Iowa      **Zip:** 50021-804  
**Position:** Owner  
**% of Ownership:** 100.00%      **U.S. Citizen:** **No**

**Robert C. Ford**

**First Name:** Robert C.      **Last Name:** Ford  
**City:** Dallas Center      **State:** Iowa      **Zip:** 50063  
**Position:** Vice President

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Julia L. Jackowski**

**First Name:** Julia L.

**Last Name:** Jackowski

**City:** Urbandale

**State:** Iowa

**Zip:** 50322

**Position:** Assistant Secretary

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James

**Last Name:** Pistillo

**City:** Urbandale

**State:** Iowa

**Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

### Insurance Company Information

**Insurance Company:** First Western Insurance

**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

**Applicant License Application ( LC0033426 )**

<b>Name of Applicant:</b>	<u>Trustees of Grinnell College</u>		
<b>Name of Business (DBA):</b>	<u>Grinnell College</u>		
<b>Address of Premises:</b>	<u>1115 8th Ave.</u>		
<b>City</b>	<u>Grinnell</u>	<b>County:</b>	<u>Poweshiek</u> <b>Zip:</b> <u>50112</u>
<b>Business</b>	<u>(641) 269-9700</u>		
<b>Mailing</b>	<u>733 Broad Street</u>		
<b>City</b>	<u>Grinnell</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>50112</u>

**Contact Person**

<b>Name</b>	<u>James Mulholland</u>		
<b>Phone:</b>	<u>(641) 269-9700</u>	<b>Email</b>	<u>mulholla@grinnell.edu</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 10/01/2015

**Expiration Date:** 09/30/2016

**Privileges:**

Catering Privilege

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b>	<u>63906</u>	<b>Federal Employer ID</b>	<u>42 0680387</u>

**Ownership**

**James Mulholland**

**First Name:** James

**Last Name:** Mulholland

**City:** Grinnell

**State:** Iowa

**Zip:** 50112

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** No

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Scottsdale Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>10/01/2015</u>	<b>Policy Expiration</b>	<u>10/01/2016</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>		<b>Temp Transfer Expiration Date:</b>	

**Applicant License Application ( LC0026706 )**

<b>Name of Applicant:</b> <u>Rabbitt's Tavern Inc</u>		
<b>Name of Business (DBA):</b> <u>Rabbitt's Tavern</u>		
<b>Address of Premises:</b> <u>721 4th Avenue</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Poweshiek</u>	<b>Zip:</b> <u>5011200</u>
<b>Business</b> <u>(641) 236-8950</u>		
<b>Mailing</b> <u>721 4th Avenue</u>		
<b>City</b> <u>Grinnell</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>501120000</u>

**Contact Person**

<b>Name</b> <u>Debra</u>		
<b>Phone:</b> <u>(641) 325-1831</u>	<b>Email</b>	<u>birdbrains02@gmail.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 10/01/2015

**Expiration Date:** 09/30/2016

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Outdoor Service

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>		
<b>Corporate ID Number:</b> <u>178817</u>	<b>Federal Employer ID</b>	<u>42-1426994</u>

**Ownership**

**Ron Crawford**

**First Name:** Ron

**Last Name:** Crawford

**City:** Grinnell

**State:** Iowa

**Zip:** 50112

**Position:** Owner

**% of Ownership:** 50.00%

**U.S. Citizen:** Yes

**Debra Yaklin**

**First Name:** Debra

**Last Name:** Yaklin

**City:** Grinnell

**State:** Iowa

**Zip:** 50112

**Position:** Owner

**% of Ownership:** 50.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Founders Insurance Company

**Policy Effective Date:** 10/01/2015

**Policy Expiration** 10/01/2016

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

G R I N N E L L A R E A  
ARTS COUNCIL

Russ Behrens  
City Manager  
927 4th Avenue  
rbehrens@grinnelliowa.gov

August 30, 2016

Russ,

We would like to request parking barriers for the area in front of the Grinnell Arts Center at 926 Broad St. for our annual Raku Workshop on Sunday September 18. The workshop will begin at 10am.

Please let me know if you have any questions.

Thank you,

Erik Jarvis  
Grinnell Area Arts Council  
Building & Events  
641.236.3203  
[erik@grinnellarts.org](mailto:erik@grinnellarts.org)

Thanks!  


**RESOLUTION NO. 2016-166**

**A RESOLUTION ACCEPTING AND APPROVING THE STREET FINANCE REPORT FOR FY 2016**

**WHEREAS**, the City of Grinnell, Iowa has prepared the 2016 Annual Street Finance Report detailing revenues and expenditures for the fiscal year July 1, 2015 to June 30, 2016; and

**WHEREAS**, it has been approved by the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Grinnell, Iowa that the proposed Street Finance Report for the fiscal year ending June 30, 2016 is hereby approved and adopted and the City Clerk is hereby authorized and directed to file the adopted report with the Transportation Planner of the Iowa Department of Transportation.

**WHEREUPON**, Mayor Canfield declared Resolution duly passed and approved this 6th day of September, 2016.

---

GORDON R. CANFIELD, MAYOR

ATTEST:

---

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



Form 517007 {5-2016}  
Office of Local Systems  
Ames, IA 50010

# City Street Financial Report

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<b>City Name</b>
GRINNELL
<b>City Number</b>
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## Cover Sheet

Now therefore let it be resolved that the city council GRINNELL, Iowa  
(City Name)

On \_\_\_\_\_ did hereby approve and adopt the annual  
(month/day/year)

City Street Financial Report from July 1, 2015 to June 30, 2016  
(Year) (Year)

### Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
P. Kay Cmelik	KCmelik@grinnelliowa.gov	927 4th Avenue	Grinnell	50112-0000
Hours	Phone	Extension	Phone(Alternative)	
7:30 am - 4:30 pm	641-236-2600		641-260-0193	

### Preparer Information

Name	E-mail Address	Phone	Extension
P. Kay Cmelik	KCmelik@grinnelliowa.gov	641-236-2601	

### Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Gordon Canfield	GCanfield@grinnelliowa.gov	50112-0000	Grinnell	50112-0000
Phone	Extension			
641-236-2600				

Resolution Number \_\_\_\_\_

\_\_\_\_\_  
Signature Mayor

\_\_\_\_\_  
Signature City Clerk



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<b>City Number</b>
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## Summary Statement Sheet

Column 1  
Road use  
Tax Fund

Column 2  
Other Steeet  
Monies

Column 3  
Street Debt

Column 4  
Totals

Round Figures to Nearest Dollars

<b>A. BEGINNING BALANCE</b>				
1. July 1 Balance	\$413,904	\$0	\$0	\$413,904
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$413,904	\$0	\$0	\$413,904
<b>B. REVENUES</b>				
1. Road Use Tax	\$1,139,154			\$1,139,154
2. Property Taxes		\$24,699	\$0	\$24,699
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$59,588	\$0	\$59,588
5. Proceeds from Bonds, Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
<b>7. Total Revenues (Lines B1 thru B6)</b>	\$1,139,154	\$84,287	\$0	\$1,223,441
<b>C. Total Funds Available (Line A3 + Line B7)</b>	\$1,553,058	\$84,287	\$0	\$1,637,345

Column 1  
Road use  
Tax Fund

Column 2  
Other Steeet  
Monies

Column 3  
Street Debt

Column 4  
Totals

Round Figures to Nearest Dollars

<b>EXPENSES</b>				
<b>D. Maintenance</b>				
1. RoadWay Maintenance	\$312,079	\$47,284	\$0	\$359,363
2. Snow and Ice Removal	\$359,017	\$0	\$0	\$359,017
<b>E. Construction, Reconstruction and Improvements</b>				
1. Engineering	\$27,299	\$9,949	\$0	\$37,248
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$140,000	\$2,142	\$0	\$142,142
4. Traffic Services	\$27,645	\$0	\$0	\$27,645
<b>F. Administration</b>	\$0	\$24,912	\$0	\$24,912
<b>G. Equipment</b>	\$0	\$0	\$0	\$0
<b>H. Miscellaneous</b>		\$0	\$0	\$0
<b>J. street Debt</b>				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$0	\$0
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$0	\$0
<b>TOTALS</b>				
<b>K. Total Expenses (Lines D thru J)</b>	\$866,040	\$84,287	\$0	\$950,327
<b>L. Ending Balance (Line C-K)</b>	\$687,018	\$0	\$0	\$687,018
<b>M. Total Funds Accounted For (K + L = C)</b>	\$1,553,058	\$84,287	\$0	\$1,637,345



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### Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
124---Iowa DOT	\$45,596.00	\$0.00
190---Other Miscellaneous	\$7,790.00	\$0.00
180---Receipts From Sales	\$3,722.00	\$0.00
172---Labor & Services	\$2,480.00	\$0.00
Line B4 Totals	\$59,588.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



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## Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
		New Bond Totals			\$0	\$0	Totals	\$0	\$0	\$0	\$0	\$0	\$0



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### Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#)

### Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
2015 Sealcoat	\$136,036	SURF	Yes	Seal coat project for 2015/2016

### Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
2015 Sealcoat	Manatts Inc	\$139,697	\$2,445	\$0	\$0	\$0	\$0	\$142,142



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### Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used On Project this FY?	8. Status
5-11	2015	International 7400 4X2	\$124,865	\$0	\$0	No	NOCH
S-39	2010	International Chassis Dump Body/Plow/Hook Lift	\$115,420	\$0	\$0	No	NOCH
5-38	2010	Elgin Pelican Sweeper	\$123,875	\$0	\$0	No	NOCH
S-8	2004	International 7300 Single Axel Truck	\$69,000	\$0	\$0	No	NOCH
5-11	1997	International 4700 4X2 Dump Truck	\$64,178	\$0	\$0	No	NOCH
5-24	1998	Campion Series V Grader	\$107,649	\$0	\$0	No	NOCH
5-22	2002	Case 580m Backhoe	\$66,935	\$0	\$0	No	NOCH
5-23	1992	Case 580sk Backhoe	\$30,000	\$0	\$0	No	NOCH
5-37	2001	International 4X 2 Single Axel Dump Truck	\$73,000	\$0	\$0	No	NOCH
5-36	1999	753H Bobcat Skid Loader	\$19,280	\$0	\$0	No	NOCH
5-34	1995	Case 621b Wheel Loader	\$64,995	\$0	\$0	No	NOCH
5-32	1989	Atlas-Capo Air Compressor	\$7,200	\$0	\$0	No	NOCH
5-30	1985	Fair Snow Blower	\$24,000	\$0	\$0	No	NOCH
5-18	2000	Case 621c Wheel Loader	\$52,000	\$0	\$0	No	NOCH
5-2	2000	Dodge Ram 2500 Pick Up	\$17,000	\$0	\$0	No	NOCH
5-7	1991	Ford F800 Single Axel Dump Truck	\$38,000	\$0	\$0	No	NOCH
5-5	2002	International 7300 Single Axel Truck	\$66,000	\$0	\$0	No	NOCH
5-8	2006	Stellar Sander	\$6,000	\$0	\$0	No	NOCH
S-36	2008	Bobcat Skid Loader	\$31,747	\$0	\$0	No	NOCH



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## Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
5-11	2015	International 7400 SFA 4X2	\$124,865	\$0		\$0		No	NOCH



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## Monthly Payment Sheet

Month	Road Use tax Payments
July	\$94,782.95
August	\$127,683.17
September	\$113,251.32
October	\$86,627.58
November	\$98,539.62
December	\$99,464.18
January	\$82,899.71
February	\$95,277.56
March	\$97,743.86
April	\$67,790.52
May	\$72,960.05
June	\$102,133.11
<b>Totals</b>	<b>\$1,139,153.63</b>



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

***MINUTES***

---

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

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. White made the motion, second by Hansen to approve Resolution No. 2016-163 - Resolution approving professional services agreement with RDG Planning and Design for the City Hall Relocation. AYES: 3-0. Motion carried.

**INQUIRIES:** None.

The meeting was adjourned at 7:25 a.m.

---

JO WRAY, CHAIR



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

***MINUTES***

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

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. An update on development of an improvement plan for the downtown was provided. The intent is to create a process and how to implement it. A meeting is scheduled for September 1 with college representatives, business leaders, owners and other pertinent individuals to determine exactly what course of action we should take. The process will take 30-45 days to figure out the goals. No action was necessary.
2. The committee reviewed the working draft of the capital improvement plan. No action was taken.
3. There were three alternates for the Grinnell Entrance sign improvements. After reviewing the options, Burnell made the motion, second by Bly to recommend approval of Alternate 3 with Shive Hattery paying for the revision. AYES: 3-0. Motion carried.

**INQUIRIES:** None.

The meeting was adjourned at 5:30 p.m.

---

RACHEL BLY, CHAIR

ATTEST:

---

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



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

***MINUTES***

**PRESENT:** White (Chair), Hueftle-Worley and Burnell. Also present were Mayor Canfield, Dennis Reilly, Duane Neff, Dan Sicard, Rachel Bly, Jo Wray.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. Burnell made the motion, second by Hueftle-Worley to recommend approval of Ordinance No. 1426 - An ordinance amending provisions pertaining to interference with official acts. AYES: 3-0. Motion carried.

**INQUIRIES:** None.

The meeting was adjourned at 5:45 p.m.

---

JIM WHITE, CHAIR

ATTEST:

---

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



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

***MINUTES***

**PRESENT:** Hueftle-Worley (Chair), Wray, Bly. Also present were Mayor Canfield, David Isch, Jim White, Dave Popp, Duane Neff, Russ Behrens and Kay Cmelik.

**PERFECTING AND APPROVAL OF AGENDA:** Approved as presented.

**COMMITTEE BUSINESS:**

1. Bly made the motion, second by Wray to recommend approval of Resolution No. 2016-164 - Resolution approving an application to the clean water SRF water restoration sponsored project program. AYES: 3-0. Motion carried.
2. The council was provided an update on water meter replacement program and online monthly utility billing.

The water department has 120 to 125 meters left to replace. Staff will be preparing an amendment to the ordinance and/or resolution to establish a surcharge for those who have not allowed access for the replacement of their water meter.

The online monthly billing software has been updated and is currently being tested on the city staff's accounts. There are a few modifications to be made but everything else appears to be working well. This change will allow our utility customers' access to view their own accounts and receive an electronic bill.

3. The committee discussed the possible inclusion of a new cemetery road in the capital improvement plan.

Dave Popp, Public Services Director, stated that Lakeview Addition Three was plotted out with the addition of a road at some time. There is currently no plan to add a road in the near future.

The proposed cost for a road would be \$70,000 by a private contractor or the second option would be a chip seal road which would cost \$30,000 with city employees performing the setup. The second option would require \$7,000 a year in maintenance.

Kimberly Inman, Karl Reynolds, Tony Inman and Melissa Hines were present to request a road be put into the Lakeview Addition Three. No action was taken.

4. The committee discussed a proposed new policy for monument decorations at the cemetery. No official action was taken.
5. The committee discussed the recycling program and the value of recycled materials.

The current contract is with Midwest Recycling for the co-mingled curb side pickup.

The current price is \$15 a ton across the scale. Our contract was signed on July 2, 2015 and was for a five-year agreement. It does have a termination clause with either party having the right to terminate the contract for any lawful reason with a thirty day (30) days written notice to the other party. Midwest Recycling has indicated Grinnell is paying less per ton amount than any of their contracts. They would like us to pay \$50 a ton across the scale. This would mean the city's cost would go from \$1,000 a month to \$3,000 a month. The committee discussed several alternatives. No action was taken.

**INQUIRIES:** None.

The meeting was adjourned at 6:35 p.m.

---

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

---

P. KAY CMELIK, CITY CLERK/FINANCE DIRECTOR



Grinnell PARKS AND RECREATIONS BOARD meeting  
MONDAY, AUGUST 11, 2016 AT 7:00 P.M.  
WEST MERRILL PARK SHELTER

Minutes

---

ROLL CALL: Kama Small, Ray Spriggs, Ralph Eyberg, Bill Molison, Dave Popp and Kelly Rose. Guest Ron Davis.

APPROVE AGENDA: At 7:28pm Molison motioned to approve the agenda and Spriggs seconded the motion.

APPROVE MEETING MINUTES: Molison motioned that we approve the July 11, 2016 meeting minutes and Eyberg seconded it.

OLD BUSINESS:

1. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2016-2017 fiscal year
  - **Central Park - Spriggs / Small / Molison** – Construction continues
  - **Parks and Cemetery Vegetation - Eyberg** – Nothing to report
  - **Dog Park - Queathem / Reavis / Walters / Eyberg / Molison** –Nothing to report
  - **Bailey Park - Walters** –The contract agreement between Greater Poweshiek Foundation and City of Grinnell was approved. We received \$5,000 grant from the Tony Hawk Foundation.
2. Park Improvement Fund –
  - Aquatic Center Shed – DONE
  - West Merrill Ball Diamond Shed – DONE
  - Park Entrance Signs - DONE
  - Lions Park Parking Lot – DONE
  - Summer Street Natural Playscape – DONE
  - Summer Street Recreational Trail – DONE
  - West Merrill Restroom Renovation – DONE
  - Miller Park Playground Equipment – DONE
  - Arbor Lake South Side Trail – Jason Hall to complete work
  - Pet Drinking Fountain–West Merrill-DONE. Germans to complete work on Arbor Lake location in the next 10 days.
  - West Merrill Stone Sign – Molison presented two quotes to re-do the sign. Molison motioned to accept the proposal from Van Hamme Construction INC. of Tama at a cost of \$10,850. Funding will need to be secured before we can begin construction. Spriggs seconded to motion. Motion carried.
3. Sidewalks projects – With the construction of Hwy 146 now might be the time to run sidewalk on the North side of 11<sup>th</sup> Ave starting at the intersection of Hwy 146 and 11<sup>th</sup> Ave and run East to connect to the existing sidewalk by the East Shelter House. Along with the stretch between Prince and Prairie on South side of 8<sup>th</sup> Ave. Waiting to hear on grant before we move forward with these projects.
4. West Merrill Ball Park Scoreboard – request for a service project from Ron Davis and the American Legion. Davis presented sketches and the picture of the finished project. Small motioned to accept the donation of the wooden scoreboard with the understanding that the donor will be responsible to pay for the price of the concrete slab that will be poured to secure the scoreboard to. The City of Grinnell will be responsible to pour the pad, or have the job hired out by a contractor. A key will be made available to the Parks and Recreation Department, to unlock and lock the paddle lock that the numbers to be used on the scoreboard will be stored in, for the renters of the ball diamond.
5. Bike work station location –A meeting will be set with Imagine Grinnell members and the Parks and Recreation staff to determine the exact location of the bike work station along 11<sup>th</sup> Ave Recreational Trail.

NEW BUSINESS:

NOTES:

INQUIRES:

- Popp presented again that the roof of the West Merrill Shelter is still in need of repair. With no funding left in our Parks Improvement Fund Rose will look into writing a grant this Fall/Winter to help with the \$7,500 quoted price of repairs
- Request from Grinnell Mutual to repair/replace the drinking fountain at Miller Park/Lake Nyanza Large shelter and add sinks to the two restrooms. Grinnell Mutual may provide some funding to help cover those expenses. Popp will look into the cost of this project

ADJOURN: Molison made the motion at 8:02pm to adjourn the meeting and Spriggs seconded.

---

Parks and Recreation Director  
Kelly M Johnson Rose

**MINUTES**  
**DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES**  
**July 27, 2016**

**5:30 p.m., Caulkins Community Room**

**ROLL CALL:**    \_X\_Ahrens       \_X\_Britton       \_X\_Esbrook       \_\_\_McClelland   \_X\_McNally  
                  \_X\_Pagliai       \_\_\_Rudolph                   Others present:  \_X\_Kennett

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

**APPROVAL OF MINUTES:** Britton moved and Pagliai seconded the approval of the June 22, 2016 regular board meeting minutes. Motion passed unanimously. Ahrens moved and Pagliai seconded the approval of the June 22, 2016 annual board meeting minutes as corrected. Motion passed unanimously.

**COMMUNICATIONS:**

1. Received from Monica Chavez-Silva, Grinnell College Office of Community Enhancement & Engagement: The Iowa Commission on Volunteer Service (ICVS) has announced that the Grinnell AmeriCorps Partnership has received a second year of funding for 2017.

**REPORT OF DIRECTOR:**

1. DCL will host a celebration of the AmeriCorps Partnership in September featuring Grinnell's Prairie Jewel Dixieland Band.
2. Statistical report was reviewed, including the annual statistical report. It was noted that overall circulation is holding steady to slightly higher in comparison to FY15.

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

**COMMITTEE REPORTS:**

*Building & Grounds* – Esbrook gave report of June 28<sup>th</sup> meeting. A window in the Community Room with condensation problem will be replaced; warranty will cover replacement window but not installation labor. A window in the periodical area with a chip in it will not be replaced at this time. A tour of the grounds took place. A quote is being sought for masonry cleaning and maintenance of caulked joints/seams. Kennett will work on proposal for the grounds surrounding the drainage basin at east end of property. The Friends of DCL have offered funding for a sign to further identify the building and are exploring options. The committee considered ideas for such signage and its placement.

*Finance Salary & Personal* –  
*Long Range Planning* –  
*Policy* –

**OLD BUSINESS:** None.

**NEW BUSINESS:**

1. McNally moved and Pagliai seconded the approval of revision to the Library Director's job description as presented. Motion passed unanimously.

2. Britton moved and McNally seconded approval of revision of Personnel Policy as presented and including additional edits. Motion passed unanimously.
3. Britton moved and Ahrens seconded the approval of new hires Case Fenner and David Krumm to fill two vacant Page positions. Motion passed unanimously.

Meeting adjourned at 6:15 p.m.

The next regular meeting of the Board of Trustees is scheduled for August 24, 2016 at 5:30 p.m.

  
Jordan Esbrook  
Library Board President  
Date Signed: 8/24/16

  
Marilyn Kennett, Library Director  
Recording Secretary  
8/24/16

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

By and Between

CITY OF GRINNELL, IOWA  
("City")

AND

GRINNELL CENTER, LLC  
("Developer")

\_\_\_\_\_, 2016

## PURCHASE, SALE AND DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("Agreement"), is made on or as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF GRINNELL, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), and GRINNELL CENTER, LLC an Iowa limited liability company having offices for the transaction of business at 102 East St., Grinnell, Iowa ("Developer").

### WITNESSETH:

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

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

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area as described in Exhibit A attached hereto and made a part hereof (the "Development Property"); and

WHEREAS, the Development Property is located within the original subarea of the Urban Renewal Area which has a mixed economic development and blight designation; and

WHEREAS, due to the ownership and type of use the Development Property has been subjected to, the Development Property has not produced property taxes for many years; and

WHEREAS, the City believes that the Development Property has been underutilized since the time it was operated as a public school and is in jeopardy of falling into a state of disrepair and/or being a blighting influence on the Grinnell Downtown Historic District; and

WHEREAS, the City has been presented with a proposal to be undertaken by the Developer to develop the Development Property into a boutique hotel and event center; and

WHEREAS, one of the primary considerations of the City when reviewing this proposal is the need for increased event center facilities in the Grinnell Downtown Historic District; and

WHEREAS, under the terms of the proposal the Developer will undertake certain construction activities as described on the attached Exhibit B on and within the Development Property in return for the City transferring ownership of the Development Property to Developer, certain tax rebates, other

incentives and agreement to conditions and restrictions regarding future use of the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (as defined below) has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the Grinnell Urban Renewal Area.

Award Agreement means the Agreement entered into between the City and the State with respect to the award of the Reinvestment District Funds.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

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

Closing means the closing of the real estate transfer of the Development Property to Developer, as further defined in Article IV which shall be within one hundred twenty (120) days of the execution of this Agreement by the City.

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

Commence Construction means to commence renovation and construction of the Minimum Improvements to the Existing Facility after entry into a valid and binding construction contract (including, at a minimum, demolition and the erection of interior framing or other structural improvements), which shall be within thirty (30) days after the Closing.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Deed means the Special Warranty Deed given by the City to Developer for the Development Property in the form attached as Exhibit E.

Developer means Grinnell Center, LLC, and its permitted successors and assigns.

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

Economic Development Grants means the Tax Increment payments to be made by the City to the Developer under Article VIII of this Agreement.

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

Existing Facility means the building located on the Development Property prior to commencement of the Minimum Improvements and further described in Exhibit B attached hereto and depicted in Exhibit B-1 attached hereto.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment by Developer of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year.

Grinnell Center, LLC TIF Account means a separate account within the Grinnell Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Grinnell Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Hard Construction Costs means materials and labor directly associated with the renovation of the Minimum Improvements including, but not limited to, sitework, framing, millwork, doors, windows, walls, ceilings, fixtures, flooring, painting, signage, plumbing, HVAC, electrical, sprinkler system, job site expenses and contractor fees.

Iowa Reinvestment Act Grants means the payments to be made by the City to the Developer under Article XIV of this Agreement.

Letter of Credit means an irrevocable direct pay letter of credit, in a form acceptable to the City, as further defined and set forth in Section 6.11 hereof.

Local Hotel Tax means the local hotel/motel tax generated by the hotel on the Development Property and actually collected by the City under Iowa Code Chapter 423A.

Local Hotel Tax Rebates means the rebate payments to be made by the City to the Developer under Article XIII of this Agreement.

Minimum Actual Value means the actual value assigned to the Minimum Improvements (including taxable equipment) and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the parties and the County Assessor.

Minimum Improvements means the renovation of the Existing Facility on the Development Property as more particularly described and depicted in Exhibit B and Exhibit B-1 to this Agreement. After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$3,000,000, but the Poweshiek County Assessor will make the final determination as to the value. The increased value of the Renovated Facility, over and above \$1,228,190 (which is the January 1, 2015 assessed value of the improvements on the Development Property (building value only)) is the value upon which the Economic Development Grants will be measured.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinances of the City under which the taxes levied on the taxable property in the Area shall be divided and a portion paid into the Grinnell Urban Renewal Area Tax Increment Revenue Fund.

Performance Bond means one or more surety bonds, acceptable to the City, that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Minimum Improvements and that further guarantees the prompt payment of all materials and labor, as further defined and set forth in Section 6.11 hereof.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and retention of jobs, as described in this Agreement.

Purchase Price means the price set forth in Section 4.3 hereof.

Reinvestment District means that certain Grinnell Historic Downtown and Campus Confluence Iowa Reinvestment District established by the City under Iowa Code Chapter 15J, pursuant to the application filed by the City with the Iowa Economic Development Authority.

Reinvestment District Funds means the applicable portion of the State sales and use tax and State hotel and motel tax revenues generated by the improvements constructed and/or reconstructed in the Reinvestment District, that are granted to the City under the Award Agreement. Among other things, the Reinvestment District Funds shall be used to make the Iowa Reinvestment Act Grants as described in Article XIV.

Renovated Facility means the building located on the Development Property after completion of the Minimum Improvements.

Soft Construction Costs means building/land acquisition, architectural, engineering, design, consultant, legal, accounting, developer fees as well as interest reserve, working capital, furniture, and equipment.

State means the State of Iowa.

Stabilization and Transition Grants means the annual payments to be made by the City to the Developer under Article XV of this Agreement.

Tax Increments means the property tax revenues divided and made available to the City for deposit in the Grinnell Center, LLC TIF Account of the Grinnell Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

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

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State (including State Historic Preservation Office review delays) or local governmental unit (other than the City).

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms,

conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

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

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

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

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

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

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

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$5,000,000, which includes \$3,500,000 for Hard Construction Costs and \$1,500,000 for Soft Construction Costs.

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

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

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

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by August 30, 2017.

l. Developer would not undertake its obligations under this Agreement without the incentives provided to the Developer by the City pursuant to this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date.

n. Developer and its permitted assigns will not request, nor will it be granted, any additional Local Hotel Tax (other than what is provided in this Agreement) between the date of execution of this Agreement and the Termination Date.

o. A list of the members (as of the date of this Agreement) of Grinnell Center, LLC, including the ownership interest of each such member, the capital investment made by each member to acquire such ownership interest, and an organizational chart of the officers and/or management of Grinnell Center, LLC, is attached hereto as Exhibit I.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of

approximately Five Million Dollars (\$5,000,000), which includes \$3,500,000 for Hard Construction Costs and \$1,500,000 for Soft Construction Costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than August 30, 2017; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the

covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

#### ARTICLE IV. TRANSFER OF CITY OWNED REAL ESTATE

Section 4.1. Conditions Precedent to Transfer. The City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

- a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to effect adoption of the Urban Renewal Plan, and amendments thereto, to authorize this Project as an urban renewal project;
- b. The Developer is in material compliance with all of the terms of this Agreement; and
- c. Execution of the Minimum Assessment Agreement by Developer and any prior lienholder, approval of the Minimum Assessment Agreement by the County, and Developer's compliance with the Minimum Assessment Agreement; and
- d. The Developer shall have delivered a Performance Bond or Letter of Credit, in a form acceptable to the City, as required in Section 6.11 of this Agreement.

Section 4.2. Transfer of Development Property. For Seven Hundred Thousand Dollars (\$700,000) and other consideration including the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees to sell, and the Developer agrees to purchase, the Development Property, together with all improvements thereon, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Code.

Section 4.3. Purchase Price. The purchase price for the Development Property shall be Seven Hundred Thousand Dollars (\$700,000) (the "Purchase Price"). Developer shall pay the Purchase Price to the City by certified check or wire transfer at Closing (subject to prorations, reductions and credits as provided below).

Section 4.4. Real Estate Taxes and Special Assessments.

a. The Development Property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-closing, if any; and

b. All special assessments, if any, shall be paid by Developer. To the City Clerk's actual knowledge as of the date of this Agreement, there will be no special assessments against the Development Property between the date of this Agreement and the Closing.

Section 4.5. Reserved.

Section 4.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance prior to Closing. In the event of substantial damage or destruction prior to Closing, the City shall have the option of using insurance proceeds to rebuild the Development Property such that this Agreement shall continue and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Article V.

Section 4.7. Condition of Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property including, but not limited to, latent or hidden conditions. Developer hereby waives all claims against the City as to the condition of the Development Property.

Section 4.8. Possession; Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place within one hundred twenty (120) days after the execution of this Agreement by the City. This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form of deed attached hereto as Exhibit E. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 4.9. Fixtures. Included with the Development Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

Section 4.10. Abstract and Title. The City shall provide an abstract for the Development Property, continued through a date no more than forty-five (45) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. It shall show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. The City shall make reasonable efforts to promptly perfect title. The City makes no representations or warranties concerning the marketability of title to the Development Property.

Section 4.11. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes prior to Closing.

Section 4.12. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties or representations as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing. This Section shall survive the Closing.

Section 4.13. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 4.14. Reserved.

Section 4.15. Assignment and Assumption of Leases. The Developer acknowledges and agrees that the Development Property is currently, and at the time of Closing will be, subject to certain leases with third-party tenants which are disclosed on the Assignment and Assumption Agreement attached hereto as Exhibit J. Developer hereby acknowledge receipt of a copy of said leases. Developer and City shall enter into an Assignment and Assumption Agreement in the form attached hereto as Exhibit J at the time of Closing.

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way

associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are rated by A. M. Best as A (Excellent), FSC X or better and authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy

conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

#### ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

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

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

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

Section 6.6. Employment. Developer shall hire and retain at least 5 Full-Time Equivalent Employment Units to work at the Development Property by September 1, 2017 and continuing until the Termination Date in order to be eligible for Economic Development Grants. Developer's Annual Certifications, starting with the Certification due on October 15, 2018 and continuing until the Termination Date, shall show that a Monthly Average of at least 5 Full-Time Equivalent Employment Units has been maintained beginning on September 1, 2017.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall provide Annual Certifications to the City.

Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; (iv) proof that all local hotel/motel taxes in connection with the Development Property and Minimum Improvements have been timely paid for the prior calendar year; (v) certification of the amount of revenue generated from meals served in the event center portion of the Minimum Improvements in the prior calendar year; (vi) certification that the gross revenues for the hotel and event center were at least \$1,000,000 for the prior calendar year; and (vii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and were not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate from Developer shall be provided not later than October 15 of each year, commencing October 15, 2018 through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D for the forms required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer shall maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement. If Developer ceases its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, prior to the Termination Date, it shall be an Event of Default.

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

Section 6.10. Real Property Taxes. Developer or its permitted successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the Development Property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be responsible for all assessments and taxes.

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

- a. It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and
- b. It will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.11. Performance Bond; or Letter of Credit.

- a. Prior to the Closing, Developer shall obtain, and shall require each of its general contractors to obtain, one or more surety bonds, acceptable to the City, that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Minimum Improvements and that further guarantees the prompt payment of all materials and labor. Specifically, such surety bond shall guarantee 100% performance, and labor and materials payment for the Minimum Improvements in a form reasonably acceptable to the City, to assure completion of the Minimum Improvements. The surety bond(s) shall remain in effect until construction of the Minimum Improvements are completed. The bonds shall clearly specify the Developer and City as joint obligees. If the Developer fails to construct the Minimum Improvements by August 30, 2017 (with the exception of Unavoidable Delays), or by such other date as the parties shall mutually agree upon in writing, such failure shall constitute an Event of Default under Section 10.1 and the City may exercise all of its rights under Section 10.2, and shall immediately pursue all necessary actions against the surety for the Minimum Improvements and shall use its best efforts to urge the surety to complete construction of the Minimum Improvements. The Developer shall assist the City's efforts. If the surety for the Minimum Improvements elects to advance funds to the City in lieu of completing the construction, then upon receipt of such funds, the City may complete or cause to be completed construction of the Minimum Improvements. If the surety for the Minimum Improvements fails for any reason or is insufficient to

complete the Minimum Improvements, the City reserves the right to finance the shortfall of the costs to complete the Minimum Improvements through various financing avenues, including but not limited to, special assessments. All Performance Bonds required by this Section shall be taken out and maintained in responsible companies selected by Developer, which are rated by A. M. Best as A (Excellent) FSC X or better and authorized under the laws of the State to assume the risks covered thereby.

b. In lieu of the Performance Bond required in Section 6.11.a., Developer may obtain, and shall require each of its general contractors to obtain, and deliver to the City prior to Closing an irrevocable direct pay letter of credit, in a form acceptable to the City.

i. The Letter of Credit shall be renewable annually without amendment, at Developer's sole cost. A failure by Developer during the term of this Agreement to obtain a renewed or a replacement Letter of Credit that complies with this Agreement shall be an Event of Default.

ii. The amount of the Letter of Credit shall be the anticipated full value of the completed Minimum Improvements.

iii. The issuer of the Letter of Credit shall be an institution rated no less than an A rating from a nationally recognized rating agency.

Section 6.12. Minimum Revenue Generated from Meals Served at Event Center. Developer will use its best efforts to generate a minimum of \$50,000 in revenue from the sale of meals per calendar year in the events center portion of the Minimum Improvements during the first five (5) calendar years (prorated for the first partial calendar year) and thereafter use its best efforts to generate a minimum of \$75,000 in revenue from the sale of meals per calendar year in the events center portion of the Minimum Improvements until at least the Termination Date of this Agreement. For purposes of this Section 6.12, meals shall mean the serving of food and beverages; provided, however, that beverages shall not account for more than twenty percent (20%) of the minimum revenue required under this Section 6.12.

Section 6.13. Local Hotel Tax Reports. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall simultaneously provide certified copies of all reports and/or certifications required to be provided to the State of Iowa by Iowa Code Chapter 423A (or the administrative rules governing Chapter 423A) to the City.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or terminate, transfer, convey, or assign its interest in the Development Property, Minimum Improvements, Performance Bond, Letter of Credit or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall be given or withheld in the sole and absolute discretion of the City. As further security for the obligations of Developer under this Agreement, Developer represents and agrees that, until the fifth anniversary of the date the City issues a

Certificate of Occupancy for the Project, each member of Grinnell Center, LLC as shown on Exhibit I attached hereto shall not dispose of, gift, terminate, transfer, convey, or assign (except in the event of the death of such member) his or her current level of interest in Grinnell Center, LLC to any other party unless the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer.

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

## ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) years of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Five Hundred Sixty-one Thousand Five Hundred Forty Dollars (\$561,540) in the aggregate, under the following formula:

Assuming completion of the Minimum Improvements by August 30, 2017 and full assessment of the Minimum Improvements on January 1, 2018, and debt certification by the City to the Auditor prior to December 1, 2018, the Economic Development Grants shall commence on June 1, 2020 and end on June 1, 2029 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2020	One Hundred percent (100%) of Tax Increments for Fiscal Year 2019-2020
June 1, 2021	One Hundred percent (100%) of Tax Increments for Fiscal Year 2020-2021
June 1, 2022	One Hundred percent (100%) of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	One Hundred percent (100%) of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	One Hundred percent (100%) of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	One Hundred percent (100%) of Tax Increments for Fiscal Year 2024-2025

June 1, 2026	One Hundred percent (100%) of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	One Hundred percent (100%) of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	One Hundred percent (100%) of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	One Hundred percent (100%) of Tax Increments for Fiscal Year 2028-2029

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, not to exceed \$561,540 in the aggregate, collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Grinnell Center, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the complete renovation of the Existing Facility located on the Development Property. Subject to Unavoidable Delays, the construction of the Minimum Improvements is expected to be completed in August 2017. Total construction costs are expected to be a minimum of \$5,000,000, which includes \$3,500,000 for Hard Construction Costs and \$1,500,000 for Soft Construction Costs. For the purposes of this Agreement, the January 1, 2015 assessed value of the Existing Facility will not be considered part of the incremental value of the Renovated Facility for any Economic Development Grants. The parties agree that the January 1, 2015 assessed value of the Existing Facility (building value only) is \$1,228,190. The parties agree that the increased value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$3,000,000, but the Poweshiek County Assessor will make the final determination as to the value.

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contain the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by August 2017 and first full assessment on January 1, 2018, if Developer certifies in October 2018 and the City certifies to the County by December 1, 2018, the first Economic Development Grants would be paid to Developer on June 1, 2020 (for one-hundred percent (100%) of the Tax Increment for fiscal year 2019-2020 and thereafter during the term of this Agreement). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2018. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2018, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2021.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments

imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Five Hundred Sixty-one Thousand Five Hundred Forty Dollars (\$561,540) over ten (10) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and was calculated based on the construction of the Minimum Improvements and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article. The Developer understands that the actual payments could be significantly less than the total aggregate amount set forth above.

Section 8.4. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only) and not any future expansions or phases which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

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

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

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

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

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Grinnell Center, LLC TIF Account of the Grinnell Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Grinnell Center, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other

tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

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

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

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

- a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.
- b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.
- c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.
- d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- e. The provisions of this Article IX shall survive the termination of this Agreement.

## ARTICLE X. EVENTS OF DEFAULT AND REMEDIES

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

- a. Failure by Developer to Commence Construction;
- b. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- c. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

- d. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;
- e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to Sections 4.1, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 8.5, 13.3, 14.3, and 15.4 of this Agreement;
- f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- g. Developer shall:
  - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. make an assignment for the benefit of its creditors; or
  - iii. admit in writing its inability to pay its debts generally as they become due; or
  - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof; or
- i. Reserved;
- j. The Developer ceases operations prior to the Termination Date.

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

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may forfeit or terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement;
- e. The City may exercise its rights under the Performance Bond or Letter of Credit; or
- f. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default that remains uncured and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement, including if Developer fails to employ Full-Time Equivalent Employment Units as required by Section 6.6 of this Agreement.

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

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

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

- a. Developer understands and agrees that an amount equivalent to the City's costs and attorney fees incurred in connection with the drafting and execution of this Agreement, sale of the Development Property, as well as attorneys and planning fees in connection with the drafting and adoption of the Urban Renewal Plan or Amendment, shall be deducted from Developer's Economic Development Grants, Local Hotel Tax Rebates and/or Iowa Reinvestment Act Grants; and
- b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees

that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

## ARTICLE XI. MINIMUM ASSESSMENT AGREEMENT

Section 11.1. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City and the County Assessor shall execute an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit G ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements to be constructed on the Development Property and Development Property of not less than \$3,000,000 upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (land and taxable improvement value).

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until June 30, 2029 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2015) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of the First Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. This Article shall survive the Closing.

## ARTICLE XII. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to Grinnell Center, LLC at 102 East St., Grinnell, IA 50112, Attn: Angela Harrington;
- b. In the case of the City, is addressed to or delivered personally to the City at City of Grinnell, 927 4<sup>th</sup> Avenue, Grinnell, IA 50112, Attn: City Clerk;

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

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

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

Section 12.5. Governing Law; Venue. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Iowa applicable to contracts wholly to be performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state courts located in Poweshiek County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. The parties further expressly waive any right to a jury trial.

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

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2036, unless terminated earlier under the provisions of this Agreement.

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

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

Section 12.11. Time. In the performance of each part of this Agreement, time shall be of the essence.

Section 12.12. Real Estate Agent or Broker. No party to this Agreement is represented in this transaction by a real estate agent or broker and no real estate commission is due.

Section 12.13. Performance by City. Developer acknowledges and agrees that all of the obligations of the City under this Agreement shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

Section 12.14. Severability and Survival. Any Article, Section, paragraph or provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining Articles, Sections, paragraphs and provisions shall continue in full force and effect. Notwithstanding anything to the contrary herein, the parties agree that this entire Agreement shall survive Closing and shall not be considered to have merged into the deed.

Section 12.15. Interpretation. The parties agree that this Agreement shall not be construed more strictly against one party than the other party merely by virtue of the fact that it was initially drafted by counsel for one of the parties, it being recognized that both parties and their respective counsel have had a full and fair opportunity to review and negotiate the terms of this Agreement and to contribute to the substance of this Agreement.

### ARTICLE XIII. LOCAL HOTEL TAX REBATES

Section 13.1. Local Hotel Tax Rebates. For and in consideration of the obligations being assumed by Developer hereunder, including, but not limited to, the creation of an event center within the Grinnell Downtown Historic District as part of the Minimum Improvements, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) years of consecutive annual payments of Local Hotel Tax Rebates generated by the operation of the hotel on the Development Property to Developer as follows:

<u>Date</u>	<u>Amount of Local Hotel Tax Rebates</u>
June 1, 2018	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2017
June 1, 2019	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2018
June 1, 2020	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2019
June 1, 2021	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2020
June 1, 2022	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2021
June 1, 2023	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2022
June 1, 2024	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2023
June 1, 2025	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2024
June 1, 2026	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2025
June 1, 2027	One Hundred percent (100%) of Local Hotel Tax for Calendar Year 2026

Each annual payment shall be equal in amount to the above percentages of the Local Hotel Tax generated by the operation of the hotel and event center on the Development Property, collected by the City from the State during the preceding calendar year, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Local Hotel Tax Rebates").

Section 13.2. Limitations. The Local Hotel Tax Rebates are only for the Minimum Improvements described in this Agreement and not any future expansions or phases which, to be eligible for Local Hotel Tax Rebates, would be the subject of an amendment or new agreement, at the sole discretion of the City Council. Developer and its permitted assigns acknowledge and agree that they will not request, nor will they be granted, any additional Local Hotel Tax (other than what is provided in this Agreement) during the term of this Agreement.

Section 13.3. Conditions Precedent. Notwithstanding the provisions of Section 13.1 above, the obligation of the City to make a Local Hotel Tax Rebate in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement, including, but not limited to, the payment of property taxes and hotel/motel tax; and
- b. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and
- c. timely filing by Developer of the Local Hotel Tax Reports required under Section 6.13 hereof and the Council's approval thereof.

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

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

Section 13.4. Source of Local Hotel Tax Rebates Limited.

- a. The Local Hotel Tax Rebates shall be payable from and secured solely and only by the amount of local hotel/motel tax generated by the operation of the hotel and event center on the Development Property and collected by the City from the State under Iowa Code Chapter 423A. To the extent of its authority, the City hereby covenants and agrees to maintain the local hotel tax in force during the term hereof and to apply the appropriate percentage of Local Hotel Tax collected in respect of

the Development Property and Minimum Improvements to pay the Local Hotel Tax Rebates, as and to the extent set forth in this Article. The Local Hotel Tax Rebates shall not be payable in any manner by other tax revenues or by general taxation or from any other City funds.

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

c. Notwithstanding the provisions of Section 13.1 hereof, the City shall have no obligation to make a Local Hotel Tax Rebate to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Local Hotel Tax in connection with the Minimum Improvements to fund an Local Hotel Tax Rebate to Developer, as contemplated under said Section 13.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Local Hotel Tax Rebates would otherwise have been paid to Developer under the terms of Section 13.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 13.5. Use of Other Local Hotel Tax. The City shall be free to use any and all of the Local Hotel Tax collected by the City above and beyond the percentages to be given to Developer in this Agreement, or any available Local Hotel Tax collected by the City resulting from the suspension or termination of the Local Hotel Tax Rebates hereunder, for any purpose for which the Local Hotel Tax may lawfully be used pursuant to the provisions of the Code, and the City shall have no obligations to Developer with respect to the use thereof.

#### ARTICLE XIV. IOWA REINVESTMENT ACT GRANTS

Section 14.1. Iowa Reinvestment Act Grants. For and in consideration of the obligations being assumed by Developer hereunder, including, but not limited to, the creation of an event center within the Grinnell Downtown Historic District as part of the Minimum Improvements, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make consecutive annual payments of Iowa Reinvestment Act Grants to Developer, equal to 80% of the Reinvestment

District Funds collected by the City in the prior calendar year, up to a total amount not to exceed Two Million Five Hundred Eighty Thousand Dollars (\$2,580,000) in the aggregate. The City may use the other 20% of the Reinvestment District Funds for other projects in the Reinvestment District at the City's sole and absolute discretion. The Iowa Reinvestment Act Grants shall begin on June 1 in the year following the first calendar year the City receives Reinvestment District Funds from the State and shall continue until the earlier of: (a) termination of the Reinvestment District; (b) termination of the Award Agreement; or (c) the City having paid Developer a total of \$2,580,000 in Iowa Reinvestment Act Grants.

Each annual payment shall be equal in amount to the above percentage of the Reinvestment District Funds, collected by the City during the preceding calendar year, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Iowa Reinvestment Act Grants").

Section 14.2. Limitations. The Iowa Reinvestment Act Grants are only for the Minimum Improvements described in this Agreement and not any future expansions or phases which, to be eligible for Iowa Reinvestment Act Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 14.3. Conditions Precedent. Notwithstanding the provisions of Section 14.1 above, the obligation of the City to make an Iowa Reinvestment Act Grant in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement, including, but not limited to, the payment of property taxes and hotel/motel tax; and
- b. gross revenues from the hotel and event center are at least \$1,000,000 for the prior calendar year; and
- c. the City shall have received final approval of its Iowa Reinvestment District application and the City and State shall have entered into an Award Agreement; and
- d. the City receiving Reinvestment District Funds from the State in the amount of \$6,100,000; and
- e. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

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

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Iowa Reinvestment Act Grant payments available to Developer under this Section. Under no circumstances shall the failure by

Developer to qualify Developer for a Iowa Reinvestment Act Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Iowa Reinvestment Act Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Iowa Reinvestment Act Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto.

Section 14.4. Source of Iowa Reinvestment Act Grants Limited.

a. The Iowa Reinvestment Act Grants shall be payable from and secured solely and only by the Reinvestment District Funds collected by the City in the prior calendar year. To the extent of its authority, the City hereby covenants and agrees to maintain the Reinvestment District in force during the term hereof and to apply the appropriate percentage of the Reinvestment District Funds to pay the Iowa Reinvestment Act Grants, as and to the extent set forth in this Article. The Iowa Reinvestment Act Grants shall not be payable in any manner by other tax revenues or by general taxation or from any other City funds.

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

c. Notwithstanding the provisions of Section 14.1 hereof, the City shall have no obligation to make an Iowa Reinvestment Act Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of the Reinvestment District Funds to fund an Iowa Reinvestment Act Grant to Developer, as contemplated under said Section 14.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Iowa Reinvestment Act Grants would otherwise have been paid to Developer under the terms of Section 14.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 14.5. Maximum Amount of Iowa Reinvestment Act Grants. The aggregate amount of the Iowa Reinvestment Act Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of the Reinvestment District Funds over the specified time period, but in no event shall exceed Two Million Five Hundred and Eighty Thousand Dollars (\$2,580,000) in the aggregate. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 14.1 and this Article. The Developer understands that the actual payments could be significantly less than the total aggregate amount set forth above.

Section 14.6. Use of Other Reinvestment District Funds. The City shall be free to use any and all of the Reinvestment District Funds collected by the City above and beyond the percentages to be given to Developer in this Agreement, or any available Reinvestment District Funds collected by the City resulting from the suspension or termination of the Iowa Reinvestment Act Grants hereunder, for any purpose for which the Reinvestment District Funds may lawfully be used pursuant to the provisions of the Code, and the City shall have no obligations to Developer with respect to the use thereof.

#### ARTICLE XV. STABILIZATION AND TRANSITION GRANTS

Section 15.1. Stabilization and Transition Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to ten (10) years of consecutive annual payments of Thirty-six Thousand Eight Hundred Forty-six Dollars (\$36,846) in Stabilization and Transition Grants to Developer up to a total amount not to exceed Three Hundred Sixty-eight Thousand Four Hundred Sixty Dollars (\$368,460) in the aggregate.

Assuming completion of the Minimum Improvements by August 30, 2017 and full assessment of the Minimum Improvements on January 1, 2018, and debt certification by the City to the Auditor prior to December 1, 2018, the Stabilization and Transition Grants shall commence on June 1, 2020 and end on June 1, 2029 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2020	\$36,846 for Fiscal Year 2019-2020
June 1, 2021	\$36,846 for Fiscal Year 2020-2021
June 1, 2022	\$36,846 for Fiscal Year 2021-2022
June 1, 2023	\$36,846 for Fiscal Year 2022-2023
June 1, 2024	\$36,846 for Fiscal Year 2023-2024
June 1, 2025	\$36,846 for Fiscal Year 2024-2025
June 1, 2026	\$36,846 for Fiscal Year 2025-2026
June 1, 2027	\$36,846 for Fiscal Year 2026-2027
June 1, 2028	\$36,846 for Fiscal Year 2027-2028
June 1, 2029	\$36,846 for Fiscal Year 2028-2029

Each annual payment shall be equal in amount to the above schedule, not to exceed \$368,460 in the aggregate (such payments being referred to collectively as the "Stabilization and Transition Grants").

Section 15.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contain the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the amount of the annual Stabilization and Transition Grant which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by August 2017 and first full assessment on January 1, 2018, if Developer certifies in October 2018 and the City certifies to the County by December 1, 2018, the first Stabilization and Transition Grant would be paid to Developer on June 1, 2020 (for \$36,846 for fiscal year 2019-2020 and thereafter during the term of this Agreement). The schedule of the payments for Stabilization and Transition Grants set forth in Section 15.1 is based on the first full assessment of the Minimum Improvements being January 1, 2018. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2018, then the first Stabilization and Transition Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Stabilization and Transition Grants be delayed more than one year, meaning that the latest potential date for Developer's first Stabilization and Transition Grant, if eligible, is June 1, 2021.

Section 15.3. Maximum Amount of Grants. The aggregate amount of the Stabilization and Transition Grants that may be paid to Developer under this Agreement shall not exceed Three Hundred Sixty-eight Thousand Four Hundred Sixty Dollars (\$368,460) over ten (10) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only. The Developer understands that the actual payments could be significantly less than the total aggregate amount set forth above.

Section 15.4. Conditions Precedent. Notwithstanding the provisions of Section 15.1 above, the obligation of the City to make a Stabilization and Transition Grant in any year shall be subject to and conditioned upon the following:

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

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

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Stabilization and Transition Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for a Stabilization and Transition Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Stabilization and Transition Grants may be awarded to Developer or the total amount thereof, it being the intent of parties

hereto to provide Developer with an opportunity to receive Stabilization and Transition Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 15.1 and 15.3.

Section 15.5. Source of Grant Funds Limited.

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

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

c. Notwithstanding the provisions of Section 15.1 hereof, the City shall have no obligation to make a Stabilization and Transition Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of tax increments to fund a Stabilization and Transition Grant to Developer, as contemplated under said Section 15.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Stabilization and Transition Grants would otherwise have been paid to Developer under the terms of Section 15.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 15.6. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the dollar amount to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Stabilization and Transition Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

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

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



GRINNELL CENTER, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Steve Holtze, Manager

By: \_\_\_\_\_  
Angela Harrington, Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Holtze, to me personally known, who, being by me duly sworn, did say that he is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Steve Holtze as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Angela Harrington, to me personally known, who, being by me duly sworn, did say that she is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Angela Harrington as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Purchase, Sale and Development Agreement – Grinnell Center, LLC]*

**SCHEDULE OF EXHIBITS**

EXHIBIT A.....Legal Description of Development Property  
EXHIBIT B.....Description of Minimum Improvements  
EXHIBIT B-1.....Diagrams of Minimum Improvements  
EXHIBIT C.....Certificate of Completion  
EXHIBIT D.....Developer Annual Certification  
EXHIBIT E.....Form of Special Warranty Deed  
EXHIBIT F.....Memorandum of Agreement  
EXHIBIT G.....Minimum Assessment Agreement  
EXHIBIT H.....Enforceability Opinion (Developer)  
EXHIBIT I.....Membership Interest  
EXHIBIT J.....Assignment and Assumption Agreement

EXHIBIT A  
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel No. 0501900 in Poweshiek County, Iowa.

EXHIBIT B  
DESCRIPTION OF MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of the Existing Facility into a boutique hotel and event center on the Development Property that shall include, among other amenities typically found at such a hotel, an event center with a 5,000 square foot ballroom which will seat 250 people at banquet tables or 500 people in assembly seating. Further details for the boutique hotel and event center are listed below. The construction of the Minimum Improvements will be completed in 2017. Construction costs are expected to be approximately \$5,000,000, which includes \$3,500,000 for Hard Construction Costs and \$1,500,000 for Soft Construction Costs.

The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$3,000,000, but the Poweshiek County Assessor will make the final determination as to the value.

Boutique Hotel

37 to 42 total hotel rooms  
24 hour staffed front desk

Free Parking  
Wireless Internet

Event Center

5,000 square foot ballroom (seating 250 at banquet tables or 500 at assembly seating)

**EXHIBIT B-1**  
**DIAGRAMS, SITE-PLANS AND FLOOR PLANS OF MINIMUM IMPROVEMENTS**

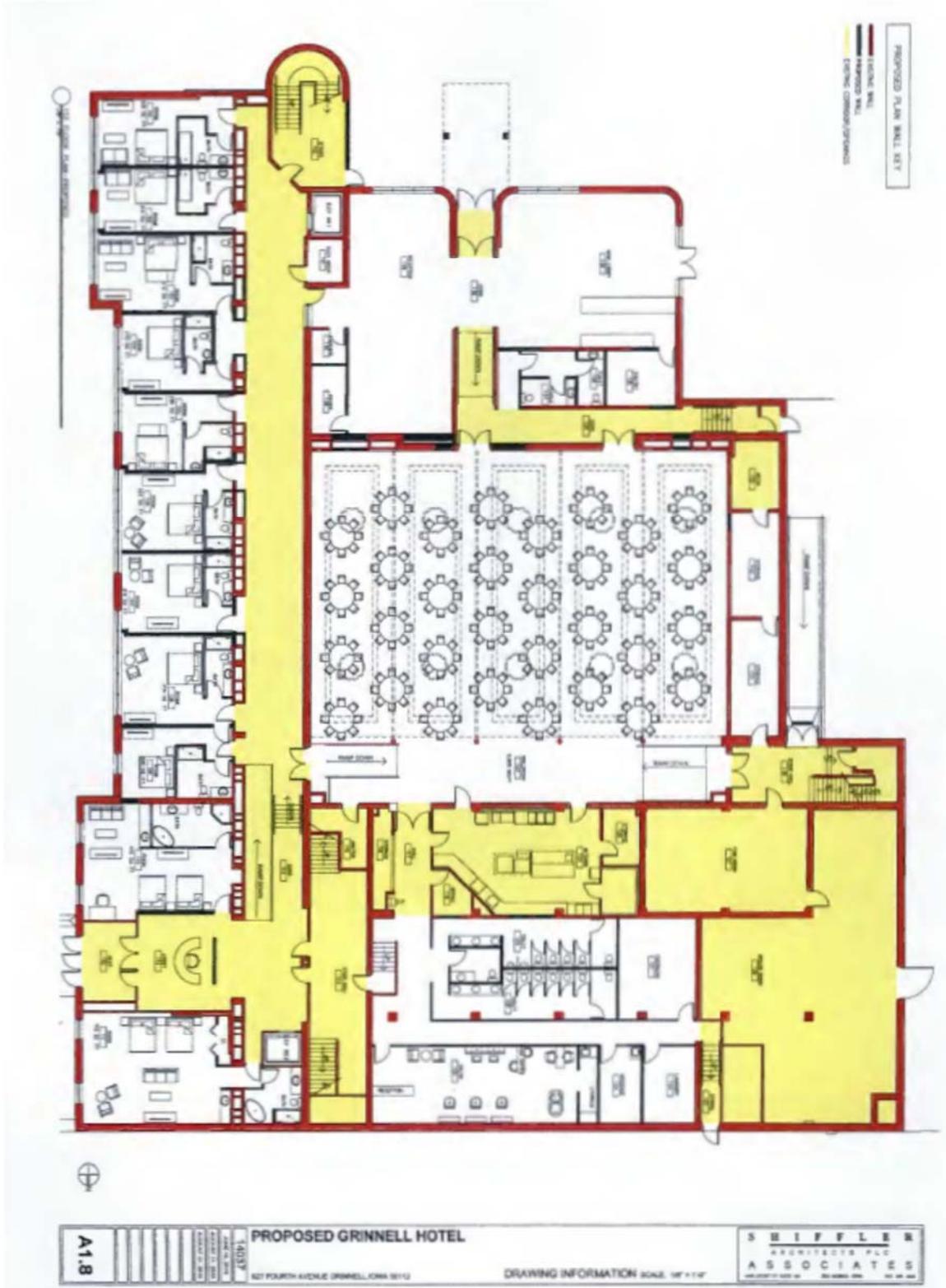


EXHIBIT B-1 (continued)  
 DIAGRAMS, SITE-PLANS AND FLOOR PLANS OF MINIMUM IMPROVEMENTS



EXHIBIT B-1 (continued)  
 DIAGRAMS, SITE-PLANS AND FLOOR PLANS OF MINIMUM IMPROVEMENTS



EXHIBIT C  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Grinnell, Iowa ("City"), and Grinnell Center, LLC ("Developer") did on or about the \_\_\_\_ day of \_\_\_\_\_, 2016, make, execute and deliver, each to the other, a Purchase, Sale and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel No. 0501900 in Poweshiek County, Iowa.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its permitted successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Poweshiek County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

*[Remainder of page intentionally left blank; signature page follows]*



EXHIBIT D  
DEVELOPER ANNUAL CERTIFICATION  
(due before October 15<sup>th</sup> as required under terms of Development Agreement)

The Developer certifies the following:

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

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

(ii) the Minimum Improvements were first fully assessed on January 1, 20\_\_\_, at a full assessment value of \$\_\_\_\_\_;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20\_\_\_ and as of the first day of each of the preceding eleven (11) months were are follows:

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

(iv) all local hotel/motel taxes in connection with the Development Property and Minimum Improvements have been timely paid for the prior fiscal year and attached to this Annual Certification are proof of payment of said taxes;

(v) the Developer generated \$\_\_\_\_\_ in revenue from the sale of meals in the event center portion of the Minimum Improvements in the prior calendar year;

(vi) the gross revenues for the hotel and event center were at least \$1,000,000 for the prior calendar year;

(vii) the undersigned officer of Developer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certifies that Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officer has disclosed

the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRINNELL CENTER, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**Attachments: (a) Proof of payment of ad valorem taxes; (b) Proof of payment of local hotel/motel taxes**

EXHIBIT E  
FORM OF SPECIAL WARRANTY DEED

**SPECIAL WARRANTY DEED**

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jason L. Comisky  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:**

Grinnell Center, LLC  
102 East St.  
Grinnell, IA 50112

**Return Document To:**

Grinnell Center, LLC  
102 East St.  
Grinnell, IA 50112

**Grantors:** City of Grinnell, Iowa

**Grantees:** Grinnell Center, LLC

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

## SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the **City of Grinnell, Iowa**, (“Grantor”) does hereby convey to **Grinnell Center, LLC** an Iowa limited liability company, (“Grantee”) the following described real estate in Poweshiek County, Iowa:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel No. 0501900 in Poweshiek County, Iowa.

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Purchase, Sale and Development Agreement, executed by the Grantor and Grantee herein, dated \_\_\_\_\_, 2016, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

*This transfer is exempt under Iowa Code Chapter 428A.2.19*

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

*[Remainder of page intentionally left blank; signature page follows]*



EXHIBIT F  
MEMORANDUM OF AGREEMENT

WHEREAS, the City of Grinnell, Iowa (the "City"), and Grinnell Center, LLC ("Developer") did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2016, make, execute and deliver, each to the other, a Purchase, Sale and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Grinnell Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Grinnell Urban Renewal Area.

The Development Property is described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel Nos. 0501900 in Poweshiek County, Iowa.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2016 and terminates on December 31, 2036, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Grinnell, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

(SEAL)

CITY OF GRINNELL, IOWA

By: \_\_\_\_\_  
Gordon R. Canfield, Mayor

ATTEST:

By: \_\_\_\_\_  
Kay Cmelik, City Clerk

STATE OF IOWA )  
 ) ss  
COUNTY OF POWESHIEK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said State, personally appeared Gordon R. Canfield and Kay Cmelik, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Agreement – City of Grinnell]*

GRINNELL CENTER, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Steve Holtze, Manager

By: \_\_\_\_\_  
Angela Harrington, Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Holtze, to me personally known, who, being by me duly sworn, did say that he is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Steve Holtze as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Angela Harrington, to me personally known, who, being by me duly sworn, did say that she is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Angela Harrington as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Memorandum of Agreement – Grinnell Center, LLC]*

EXHIBIT G  
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement") is dated as of \_\_\_\_\_, 2016, by and between the City of Grinnell, Iowa ("City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act"), and Chapter 15A, and Grinnell Center, LLC, an Iowa limited liability company having an office for the transaction of business at 102 East St., Grinnell, Iowa ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into a Purchase, Sale and Development Agreement dated as of \_\_\_\_\_, 2016 ("Agreement") regarding certain real property located in the City which is legally described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel Nos. 0501900 in Poweshiek County, Iowa.

(the "Development Property"); and

WHEREAS, it is contemplated that Developer will undertake the construction of the Minimum Improvements (as defined in the Agreement) on the Development Property, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2018, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property and the Development Property shall be not less than Three Million Dollars (\$3,000,000) (hereafter referred to as the "Minimum Actual Value").

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on June 30, 2029 (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual

Value pursuant to this Minimum Assessment Agreement of at least \$3,000,000 until January 1, 2027, which shall govern the taxes collected for the entire fiscal year 2028-2029. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Minimum Assessment Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Poweshiek County, Iowa. Such filing shall constitute notice to any subsequent

encumbrancer of the Development Property (or any part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. Developer shall provide a title opinion or title search to the City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

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



GRINNELL CENTER, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Steve Holtze, Manager

By: \_\_\_\_\_  
Angela Harrington, Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Holtze, to me personally known, who, being by me duly sworn, did say that he is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Steve Holtze as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Angela Harrington, to me personally known, who, being by me duly sworn, did say that she is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Angela Harrington as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Minimum Assessment Agreement – Grinnell Center, LLC]*



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements, but in no event later than January 1, 2018, the actual value assigned to the Minimum Improvements and the Development Property shall not be less than Three Million Dollars (\$3,000,000) (including taxable equipment value) all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

\_\_\_\_\_  
Assessor for the County of Poweshiek, Iowa.

\_\_\_\_\_  
Date

STATE OF IOWA )  
 ) ss  
COUNTY OF POWESHIEK )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Poweshiek, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

EXHIBIT H  
FORM OF DEVELOPER ENFORCEABILITY OPINION [ON FIRM LETTERHEAD]

City of Grinnell  
Grinnell, Iowa

Re: Purchase, Sale and Development Agreement between the City of Grinnell, Iowa, ("City"), and Grinnell Center, LLC, ("Developer")

As counsel for Developer in connection with the execution and delivery of a certain Purchase, Sale and Development Agreement (the "Agreement") between the Developer and the City dated as of \_\_\_\_\_, 2016 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Developer;
- b. Resolution(s) of the Developer at which action was taken with respect to the transactions covered by this opinion;
- c. The Agreement and all exhibits thereto;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer is a duly organized and validly existing limited liability company under the laws of the State of Iowa. The Developer has full power and authority to execute, deliver and perform the Agreement and all attachments thereto; and the Agreement and all attachments thereto have been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the City, the Agreement is a legally-binding instrument enforceable against the Developer, in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
2. The consummation of the transaction contemplated by the Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under the governing documents of the Developer, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

Very truly yours,

EXHIBIT I  
MEMBERSHIP INTEREST

<u>Member</u>	<u>Percentage Interest</u>	<u>Capital Investment</u>
Steve Holtze	75%	\$450,000
Catalyst Development LLC (sole member/manager Angela Harrington)	25%	\$150,000

Managers of Grinnell Center, LLC: Steve Holtze and Angela Harrington

EXHIBIT J  
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is dated as of \_\_\_\_\_, 2016, by and between the City of Grinnell, Iowa ("City"), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2015, as amended (the "Urban Renewal Act") and Chapter 15A, and Grinnell Center, LLC, an Iowa limited liability company having an office for the transaction of business at 102 East St., Grinnell, Iowa ("Developer").

WHEREAS, the City and Developer have entered into a Purchase, Sale and Development Agreement dated as of \_\_\_\_\_, 2016 ("Agreement") regarding certain real property located in the City which is legally described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel Nos. 0501900 in Poweshiek County, Iowa.

(the "Development Property"); and

WHEREAS, City and Developer now desire to make the assignment and assumption required by the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, City and Developer hereby agree as follows:

Assignment and Assumption. As of the date hereof: (a) City hereby assigns all of its rights, obligations and liabilities under the lease agreements shown on Schedule 1 (the "Lease Agreements") arising from the inception of the applicable Lease Agreements to Developer; and (b) Developer hereby (i) assumes all of City's rights, obligations and liabilities under the Lease Agreements for the period after the date hereof, and (ii) agrees that Developer shall be substituted for City as a party under the Lease Agreements.

Consents. Developer hereby acknowledges receipt of a Consent to Assignment and Termination from each tenant under the Lease Agreements in the form attached hereto as Addendum 1.

Governing Law. This Agreement shall in all respects be governed by, construed, and enforced in accordance with the laws of the State of Iowa (without giving effect to such state's principles of conflicts of law).

Counterparts. This Agreement may be executed by in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

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

(SEAL)

CITY OF GRINNELL, IOWA

By: \_\_\_\_\_  
Gordon R. Canfield, Mayor

ATTEST:

By: \_\_\_\_\_  
Kay Cmelik, City Clerk

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POWESHIEK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public in and for said State, personally appeared Gordon R. Canfield and Kay Cmelik, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Assignment and Assumption Agreement – City of Grinnell]*

GRINNELL CENTER, LLC,  
an Iowa limited liability company

By: \_\_\_\_\_  
Steve Holtze, Manager

By: \_\_\_\_\_  
Angela Harrington, Manager

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Holtze, to me personally known, who, being by me duly sworn, did say that he is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Steve Holtze as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Angela Harrington, to me personally known, who, being by me duly sworn, did say that she is a Manager of Grinnell Center, LLC, and that said instrument was signed on behalf of said limited liability company; and that the said Angela Harrington as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

*[Signature page to Assignment and Assumption Agreement – Grinnell Center, LLC]*

Schedule 1 to Assignment and Assumption Agreement  
Lease Agreements

1. Lease Agreement by and between the City of Grinnell, Iowa and Grinnell Low Rent Housing dated April 28, 2014.
2. Lease Agreement by and between the City of Grinnell, Iowa and Orchard Place dated June 17, 2015.
3. Lease Agreement by and between the City of Grinnell, Iowa and Crisis Intervention Services dated August 28, 2015.
4. Lease Agreement by and between the City of Grinnell, Iowa and Poweshiek County Council on Aging dated July 1, 2015.
5. Lease Agreement by and between the City of Grinnell, Iowa and Poweshiek County Board of Supervisors dated June 30, 2014.
6. Lease Agreement by and between the City of Grinnell, Iowa and Prairie Lakes Church dated June 11, 2015.
6. Lease Agreement by and between the City of Grinnell, Iowa and POW I-80 dated December 16, 2013.

Addendum 1 to Assignment and Assumption Agreement  
Consent to Assignment and Termination

\_\_\_\_\_ (“Tenant”) has been informed by the City of Grinnell, Iowa (“City”), that the City is selling property locally known as the Grinnell Community Center and legally described as follows:

GRINNELL LOTS 9, 10, 11 & 12, BLOCK 14

Parcel Nos. 0501900 in Poweshiek County, Iowa (the "Development Property").

to Grinnell Center, LLC and that from and after such sale Grinnell Center, LLC will assume all of the rights, obligations and liabilities of the City under that certain lease agreement by and between the City and Tenant dated \_\_\_\_\_, 20\_\_\_\_ (the “Lease”).

The City has requested that Tenant consent to the assignment of the Lease for the office location on the Development Property. City has further requested that Tenant consent to the termination of the Lease for the office location on the Development Property as of \_\_\_\_\_, 2016.

Pursuant to such request, Tenant does hereby consent to the assignment and termination of the Lease as herein described.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_[TENANT NAME]

BY: \_\_\_\_\_  
\_\_\_\_\_, Its Authorized Representative

01242499-1\10542-113



**Grinnell FINANCE COMMITTEE Meeting  
TUESDAY, SEPTEMBER 6, 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 making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase, Sale and Development Agreement by and between the city of Grinnell and Grinnell Center, LLC (See Resolution No. 2016-165).
2. Discuss primary banking services.
3. Review transition to monthly billing schedule and customer notification.
4. Approve setting public hearing date for the Grinnell City Hall Relocation bids and directing the city clerk to publish notice.
5. Discuss downtown development project.

**INQUIRIES:**

**ADJOURNMENT:**

RESOLUTION NO. 2016-165

RESOLUTION MAKING FINAL DETERMINATION ON  
POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND  
APPROVING AND AUTHORIZING EXECUTION OF A  
PURCHASE, SALE AND DEVELOPMENT AGREEMENT BY  
AND BETWEEN THE CITY OF GRINNELL AND GRINNELL  
CENTER, LLC

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

WHEREAS, this City Council also adopted the following resolutions to amend the Plan: Resolution No. 2759, adopted March 21, 2005 (Amendment No. 1); Resolution No. 3008, adopted September 18, 2006 (Amendment No. 2); Resolution No. 3573, adopted October 19, 2009 (Amendment No. 3); Resolution No. 2012-05, adopted January 17, 2012 (Amendment No. 4); Resolution No. 2012-103, adopted October 15, 2012 (Amendment No. 5); Resolution No. 2014-21, adopted February 17, 2014 (Amendment No. 6); Resolution No. 2016-06, adopted January 18, 2016 (Amendment No. 7); and

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

WHEREAS, such Plan provides for, among other things, the disposition of property for private development as a proposed renewal action; and

WHEREAS, the City has received a proposal from Grinnell Center, LLC (the "Developer"), in the form of a proposed Purchase, Sale and Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements;

WHEREAS, the Agreement further proposes that the City will: (i) sell the Development Property (as defined in the Agreement) to the Developer under the terms and following satisfaction of the conditions set forth in the Purchase, Sale and Development Agreement; (ii) make up to ten (10) consecutive annual payments of Economic Development Grants consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$561,540, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; (iii) make up to ten (10) consecutive annual payments of Local Hotel Tax Rebates consisting of 100% of the Local Hotel Tax (as defined in the Agreement) generated by operation

of the hotel and event center under the terms and following satisfaction of the conditions set forth in the Agreement; (iv) make Iowa Reinvestment Act Grants to Developer until the earlier of: (a) termination of the Reinvestment District, (b) termination of the Award Agreement, or (c) the City having paid Developer a total of \$2,580,000 in Iowa Reinvestment Act Grants consisting of 80% of the Reinvestment District Funds (as defined in the Agreement) actually collected by the City; and (v) make up to ten (10) consecutive annual payments of Stabilization and Transition Grants consisting of \$36,846 annually the cumulative total for all such payments not to exceed \$368,460 under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that Developer and the City will enter into a Minimum Assessment Agreement setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$3,000,000; and

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

WHEREAS, the terms of the Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Development Property, by publishing notice of a thirty day competitive bidding period followed by publication of notice of a public hearing on the Agreement and has held said hearing.

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.

- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement, which includes the potential sale of the Development Property (as defined in the Agreement), and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. The Council finds that disposal of interests in the Development Property to Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to sell the Development Property to Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer in connection with the redevelopment of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby

authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6<sup>th</sup> day of September, 2016.

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Mayor

ATTEST:

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City Clerk

**From:** [Sharon Mealey](#)  
**To:** [Ann Wingerter](#); [Barb Flander](#); [Kay Cmelik](#)  
**Cc:** [Russ Behrens](#); [Jim Brown](#)  
**Subject:** Monthly Billing - Update  
**Date:** Wednesday, August 31, 2016 11:10:18 AM  
**Attachments:** [City of Grinnell Monthly Billing.docx](#)

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I have added the link to our online bill site to our website. Tyler Tech fixed the View Bill option so everything is working as it should. It appears on two pages: the online payment page on the left-hand side and the utility billing page on the right-hand side.

I updated the proposed letter to our customers to include the url to access our online bill site.

I tested the e-bills again last week. One appearance of the account number is missing the last digit. I don't think it is a big enough issue to halt going forward. I do have a ticket open (Case 5019163), it is with the forms group and should be resolved by Sept. 14<sup>th</sup>.

I plan to call Incode support one more time to review my plans and make sure I am not missing any steps. If it looks like everything will go smoothly I propose to send letters to all utility customers the week of Sept. 12<sup>th</sup>. There will be around 3000 letters, I have the envelopes and labels set aside.



## **Introducing Monthly Utility Billing & Paperless Billing**

Beginning in October, 2016 the city of Grinnell will implement monthly billing for water, sewer, sanitation, and storm water utilities. Currently utilities are billed on a bi-monthly basis with the city divided into east and west halves. In October, properties in the west half will receive their last two-month bill and properties in the east half will receive their first one-month bill. Starting in November all properties will receive one-month bills. Bills will continue to be due on the 15<sup>th</sup> of the month.

In conjunction with the transition to monthly billing, the city is also introducing paperless billing, allowing customers to have their bills e-mailed rather than mailed through the postal service. If you would like to receive your bill by e-mail contact the city office at 641-236-2600 or [smealey@grinnelliowa.gov](mailto:smealey@grinnelliowa.gov) and provide your name & address or account number(s) and the e-mail address to be used for paperless billing.

The city has also upgraded to new software that allows customers to view their bill and account history on-line. To create your on-line account, go to [www.grinnelliowa.gov/358/Payment-Page](http://www.grinnelliowa.gov/358/Payment-Page) and select the View Utility Bill link. Once in the on-line bill site select the register button at the top-right of the screen. To create your on-line account you will need your city utility account number available.

If you have questions about this notice call the city office at 641-236-2600, our office hours are 7:30 a.m. to 4:30 p.m. Monday – Friday.

## SECTION 00 11 13 – NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Sealed bids for the **Grinnell City Hall Relocation** project must be received and filed before **2:00 PM** local time on **October 10, 2016**, in the Office of the City Clerk at City Hall, 927 4<sup>th</sup> Avenue, Grinnell, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed bids will be opened, read aloud, and tabulated at **2:00 PM** on the **October 10, 2016**, in the 1<sup>st</sup> Floor Conference Room of the Grinnell Community Center, for further consideration by the City Council at its meeting, scheduled at 7:00 PM on **October 17, 2016**. Consideration of the Award of contract would subsequently occur by action of the City Council at the same meeting, or at a later date and time announced at said meeting.

Notice is hereby given that a public hearing will be held by the City of Grinnell on the proposed contract documents (including the plans, specifications, and form of contract) and estimated construction cost for the **Grinnell City Hall Relocation** project at its regular meeting at 7:00 PM on **September 19, 2016**, in the Council Chambers at City Hall. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Construction Cost for the project.

Work on the improvement shall commence within ten days of the issuance of a written Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Council, and be completed as stated below.

The Work of the Project is defined by the Contract Documents and includes, but is not limited to, the following:

Interior remodeling: furnishing and installation of systems furniture, interior partitions and doors, painting, modifications to existing mechanical and electrical systems.

Bids will be received for a single prime contract.

Bidding Documents may be examined at the offices of RDG Planning & Design and at plan rooms across the state.

Bidders may obtain Bidding Documents at the office of the printer: Beeline and Blue, 2507 Ingersoll Avenue, Des Moines, Iowa, 50312, or by calling (515) 244-1611, from 8:00 AM until 5:00 PM, Monday through Friday, or through their on-line plan room at [www.beelineandblue.com](http://www.beelineandblue.com). Bidding Documents will be available **September 19, 2016**.

A Pre-Bid Conference will be held at **10:00 AM** on **September 26, 2016** at the former Iowa Transportation Museum, 829 Spring Street, Grinnell, Iowa. Attendance by General Contractors, Sub-Contractors and Suppliers is strongly encouraged, but is not mandatory.

Refer to other bidding requirements described in the Project Manual, Division 01 Section “Instructions to Bidders.”

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the City, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder’s security shall be in the amount fixed in the Instruction to Bidders, in the amount of five percent (5%) of the total bid and shall be in the form of a cashier’s check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the City. The bid shall contain no condition except as provided in the specifications.

Performance and Payment Bond Requirement: 100% of contract amount.

No bid may be withdrawn for a period of 30 calendar days after the date of opening.

Award of contract is tentatively scheduled for **October 17, 2016**.

Minority Owned and Female Owned Business participation is encouraged. Bidders shall make a good faith documented effort to encourage participation of minority owned and female owned businesses.

This project is sales tax exempt. The Owner will issue an exemption certificate for the purchase or use of building materials, supplies, and equipment that will be used in the performance of the construction contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa.

The project shall be substantially complete by **December 20, 2016**.

The City of Grinnell reserves the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

Owner:  
**City of Grinnell**  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50112  
Phone: (641) 236-2606  
www.grinnelliowa.gov

Architect of Record:  
**RDG Planning & Design**  
301 Grand Avenue  
Des Moines, Iowa 50309-1718  
Phone: (515) 288-3141  
www.rdgusa.com

Published by the order of the City of Grinnell, Iowa, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

*CITY OF GRINNELL, IOWA,*

By: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION 00 11 13**



**GRINNELL PLANNING COMMITTEE MEETING  
TUESDAY, SEPTEMBER 6, 2016 AT 4:45 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

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**ROLL CALL:** Bly (Chair), Burnell, Hansen

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Update on Rental Inspection Program and establishing the task force.

**INQUIRIES:**

**ADJOURNMENT:**

## ENVIRONMENT AND HEALTH

### RENTAL HOUSING CODE

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

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

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RENTAL PERMIT  
AND INSPECTION PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **MINIMUM RENTAL PROPERTY MAINTENANCE STANDARDS**

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

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

### **EXTERIOR PROPERTY AREAS:**

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

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

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

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

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

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

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

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

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

**INTERIOR PROPERTY AREAS:**

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

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

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

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

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

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

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

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

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

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

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

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

## FIRE SAFETY REQUIREMENTS

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

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

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

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

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

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

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

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

**August 31, 2011**

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

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

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

**Quote from Dan.**

**Quote from Duane.**

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

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

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**Mayor:**  
**Gordon Canfield**

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

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

***Facilitated by:***  
***Russ Behrens, City Manager***

**CITY OF GRINNELL, IOWA**  
**GOAL SETTING SESSION**  
**2016**

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# **CITY OF GRINNELL, IOWA**

## **GOAL SETTING SESSION**

### **FEBRUARY 29, 2016**

#### **Introduction**

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

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

#### **Goal Setting Work Session**

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

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

#### **Major Accomplishments**

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

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

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

## **Issues, Concerns, Trends and Opportunities**

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

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

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

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

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

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

### **On-Going Priorities**

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

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

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

### **Priority Projects, Programs, Policies and Initiatives**

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

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

#### **Action Items**

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

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

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

#### **Action Items**

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

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

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

### **Action Items**

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

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

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

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

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

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

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

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

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

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

## **Organizational Effectiveness**

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

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

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

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

Develop pilot program to disconnect footing drains.

Advance a program to reconstruct the intersection of 6<sup>th</sup> Avenue and West Street to possibly include Iowa Highway 146 from 6<sup>th</sup> Avenue to 4<sup>th</sup> Avenue.

Name something prominent in Grinnell after Officer Warren Binegar.

Investigate automated garbage pick up to reduce injuries to make this position safer and more attractive to current and potential employees.

Develop tourism as an even stronger component of Grinnell's community development.

Cooperate on the development of the I-80 and 146 interchange, especially due to the multiple revenue generators and the untapped potential at that location. Improve the appearance of the community's front door.

Maintain a strong city center, support and encourage redevelopment where possible and logical. Development incentives for 'green' sites should be scrutinized carefully.

Continue to work on the completion of the trail. Expand the coalition to include Poweshiek County / Jasper County Board of Supervisors and Conservation Board. It will not be too many more years before the Grinnell portion will be complete. Encourage work on the 'rural' segments to proceed now opposed to waiting until the Grinnell segment is complete.

Employ smart efforts for employee recruitment and train employees with potential and willingness for advancement. Everyone should be head hunting all the time. Give the City Manager the green light to work with Department Heads to hire good employees when they are available – opposed to when there is an opening.

Update several key planning processes/documents such as the Grinnell Housing Study, Grinnell Comprehensive Land Use Plan, and possibly a comprehensive examination of the central business district to include building inventories, barriers to business development, opportunities for improvement, compilation of investment incentives, and related items.

Investigate the equitability of water charges – look at charging for fire sprinkler connections and charges for those that benefit from the water system without payment or via a very limited payment.

Improve the sanitary sewer collection system.

## **Final Comments**

It is important to note that the prioritization of projects and initiatives is not “cast in stone.” They can be modified as new information becomes available. It is recommended that city staff work with the elected leader(s) assigned to each project to prepare an “action plan” for accomplishing the planning goals. The action plan would define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and establish a timeline for accomplishment. The action plan should then be presented to the Mayor and City Council for review and approval. It is also recommended that staff review with the Mayor and City Council the status of implementing the goals on a quarterly basis.

**Note:** The agenda for the Goal Setting Session and the Preliminary Questionnaire Results are attached to this report as **Exhibits A** and **B** respectively.

Exhibit A

City of Grinnell  
Goal Setting Session – 2016

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**ACCOMPLISHMENTS, GOALS, CONCERNS AND SIGNIFICANT  
INITIATIVES OR PROGRAMS CONSIDERED**

Summary of questionnaire/survey submitted by Grinnell elected leaders and management staff for City Council Planning Session. Prepared by City Manager, Russ Behrens 2-29-16.

**ACCOMPLISHMENTS**

1.	<b>Successful completion of Phase 4 of the CBD reconstruction.</b>
2.	<b>Bike trail expansion and US Highway 6 underpass.</b>
3.	<b>Recruitment of Brownells and the opening of their facility.</b>
4.	<b>The successful and amicable annexation of GMRC and extension of water.</b>
5.	<b>Retirement of the debt from Phase I of the CBD reconstruction.</b>
6.	<b>Retirement of the waste water treatment plant debt from 1985.</b>
7.	<b>Development of the Iowa Reinvestment Act proposal and advancement of project development. Excellent working relations with Grinnell College.</b>
8.	<b>Advancement of plans and investigation into various funding options for the new waste water treatment plant.</b>
9.	<b>Work with Grinnell College on downtown redevelopment and facilitating their desire to be a partner in community improvement.</b>
10.	<b>Continued and determined work on the repurposing of the Grinnell Community Center as a boutique hotel and events center.</b>
11.	<b>Successful projects to reduce inflow and infiltration into the sanitary sewer system and the large CDBG project that will start soon.</b>
12.	<b>Several housing projects are nearing completion or will begin soon, such as the Spaulding Lofts, Water Tower Plaza, and Grinnell Garden Cottages. The redevelopment of a number of vacant or abandoned properties has been a solid step in the right direction.</b>
13.	<b>Work on nuisance and abandoned properties has been methodical and successful.</b>
14.	<b>The library landscaping has balanced the desire for a sustainable landscape and the expectation by others to have a suburban look. The converging landscapes project addressed storm water runoff issues, added landscape beds where native planting had been less successful, and retained areas where native plantings had worked.</b>
15.	<b>The library continues to maintain and improve their new building with</b>

	<b>projects such as a new hand railing at the north entrance, stabilization of the Maple tree, installation of compact shelving, improved humidity control, improvements to computer networking, and use of services/materials remains strong.</b>
<b>16.</b>	<b>The city of Grinnell's ISO rating has improved from a 6 to a 4 over the past 10 years and we are currently only one rating point away from receiving a 3 designation.</b>
<b>17.</b>	<b>Work to develop plans and finance the new water tower and wastewater plant are progressing.</b>
<b>18.</b>	<b>Completion of the Hazard Mitigation Plan and FEMA approval.</b>
<b>19.</b>	<b>Successful integration of EMS into the Public Safety Building.</b>
<b>20.</b>	<b>Emergency plan created for the airport.</b>
<b>21.</b>	<b>2014 Fire Convention proceeds used to buy 20 new sets of turnout gear.</b>
<b>22.</b>	<b>Implementation of a web/app based volunteer fire fighter tracking system with instant access to information about hydrant location and pre-plan information.</b>
<b>23.</b>	<b>Department successfully trained, practiced, and implemented a new strategy on structural fire attacks based on new science released by the National Institute for Standards and Technology.</b>
<b>24.</b>	<b>The Central Park planning and public input process has been thorough and inclusive.</b>
<b>25.</b>	<b>The preservation of the Spaulding building via the development of the Spaulding Lofts.</b>
<b>26.</b>	<b>Fiscal responsibility and accountability in all areas.</b>
<b>27.</b>	<b>I80 and Iowa Highway 146 traffic safety improvements projects. Traffic signals at Iowa Highway 146 and Lang Creek Avenue, etc.</b>
<b>28.</b>	<b>Sump pump program completed with excellent public support.</b>
<b>29.</b>	<b>Selling of East Street lots and sale of abandoned properties for redevelopment.</b>
<b>30.</b>	<b>Working with school district to allow them to purchase the 11 11<sup>th</sup> Avenue property for their future needs.</b>
<b>31.</b>	<b>First downtown maintenance project completed. Rebuilding it is important but maintaining it is equally important.</b>
<b>32.</b>	<b>Although part of the CBD Phase 4 project, a special note on the intersection of 4<sup>th</sup> Avenue and Iowa Highway 146 improvements.</b>
<b>33.</b>	<b>More effective use of the Sports Authority funds and better input from citizen committee.</b>
<b>34.</b>	<b>Recruitment of various new employees, maybe especially noteworthy with the wastewater and public service departments. Overall we are able to recruit quality candidates due to fair wages, excellent benefits, a good work environment and support from management and elected leaders.</b>
<b>35.</b>	<b>Excellent public input process and meeting facilitation for the Iowa Highway 146 project development and successful development of plans and very good project bids.</b>
<b>36.</b>	<b>Sunset Street reconstruction and improvement of 8<sup>th</sup> Avenue.</b>
<b>37.</b>	<b>Successful project development and funding for the CBD CDBG façade grant program.</b>
<b>38.</b>	<b>Designated as an Iowa Great Place and received associated grant funding.</b>

39.	<b>Numerous airport projects completed (SRE building, etc.) and planning for runway reconstruction and lighting underway.</b>
40.	<b>Foresight to implement utility franchise fee in response to property tax roll backs.</b>
41.	<b>Transition to Jasper County ARL and policy change on animal recovery. Savings.</b>
42.	<b>Public Records Management project and cooperation with Poweshiek County.</b>
43.	<b>Completed 10<sup>th</sup> annual Capital Improvements Plan and have consistently implemented this plan to the best of our fiscal ability.</b>
44.	<b>Successful application and plan development for the GMRC RISE grant project to improve traffic flow and safety near GMRC on Iowa Highway 146. Project involves a partnership with Poweshiek County, the Iowa DOT, GMRC, and the city of Grinnell. Although not a mandatory provision of the annexation agreement it was a request made by GMRC.</b>

**There was one theme expressed by a number of people that I summarize as follows.**

*The city staff, volunteers, business leaders, elected officials, and others are deliberate, calculated, inclusive and intelligent about the development of projects ranging from economic development to public infrastructure projects. The city government and community have well thought out plans, involve the right people in both plan development and implementation, maintain consistency, and follow through – even if that follow through takes years. Some projects noted include many listed above, EMS, interstate development, planning for Highway 146 North, the annexation of Grinnell Mutual Reinsurance, waste water systems, and repurposing of the Grinnell Community Center. At a time when so many levels of government and even private business are distrusted by many, the city of Grinnell has been able to limit citizen complaints and apathy. Friction between citizens, elected leaders, staff, volunteers, and other groups is minimal and in most cases all work cooperatively and effectively.*

## **ISSUES, TRENDS, CONCERNS, AND OPPORTUNITIES**

Some of the items listed are all of the above – you can decide.

- Public infrastructure issues:
  - Several areas where public infrastructure needs replacement.
  - Need to adjust rates to coincide with infrastructure needs – water in particular.
  - Sidewalk repairs, improvements, and construction.
  - Must find a solution for downtown parking, in particular long term and quality parking options for downtown residents.
  - Waste water collection system.
  - Waste water treatment plant.
  - 20<sup>th</sup> Street Bridge.
  - Expansion of Hazelwood Cemetery.
  - Need to improve response time to street repair requests.
  - Cemetery mowing.
  - Park mowing.

- Locating a dog park.
- Possible service to remove yard waste from residences.
- Street maintenance and reconstruction.
- Aging equipment, fire department in particular.
- In approximately 10 years the debt from the library, public safety building, and aquatic center will be retired.
  
- Financial issues:
  - Reduced general fund (\$8.10 levy in particular).
  - Several people were concerned over the property tax roll backs.
  - The financial implications of the failure of the ITM Board and their project on the city of Grinnell.
  - Concerns over the cost of keeping pace with technology.
  - Short term finances on the heels of these large capital projects and their increased operating expenses.
  - Increasing fixed costs (IPERS, MFPRSI, fuel, utilities, wages, etc.).
  - Balancing rates with need to perform maintenance and upgrades.
  - Balance the budget annually and improve reserves, especially water and general fund.
  - Find ways to use the money we have more wisely. The city cannot be everything to everyone.
  
- Public Buildings:
  - The uses of the library will shift over time but the building is well suited for this adjustment. There will be both computer based learning and group activity learning that can occur.
  - Technology will continue to provide great opportunities but will also require constant reinvestment with the library and city administrative offices being examples.
  - Increased costs of operating and maintaining new buildings.
  - Overall the sense was that the city should limit/minimize their ownership of buildings.
  
- Staff:
  - Reduce work comp problems. Find ways to reduce the injuries and better manage work comp cases. Employees must understand the importance of safety procedures and protocols even if the process is heavy handed.
  - Encourage staff development and promote lifelong learning. Areas of interest include human resources, personnel management, workers' rights, etc.
  - Hire good people when and where you can find them.
  - Policy on social media for all departments.
  - Parks staff. Are we using current staff effectively now that mowing is largely done by contract employees? A quality person could do great things in the parks system.
  
- Community and economic development:

- Expanded marketing of the community to businesses and potential residents. Find that special marketing niche or tourism draw. It could be Grinnell College, sporting events, architecture, etc.
  - Potential commercial and industrial development at I80 is an opportunity. Another saw the lack of businesses there as a concern.
  - Empty strip mall at Wal-Mart.
  - Concerns about loss of businesses and potential population loss.
  - Maintaining a vibrant downtown is a concern.
  - Redevelopment of the RC Industries property is an opportunity. Several noted that we should be willing to partner with the school district if formally requested.
  - A rental inspection would help in many ways but one not often talked about benefit is improving people's first impression of our community. Many people's first experience in Grinnell is looking for an apartment and this is often a very horrifying experience. We are losing good residents to other communities and gaining others.
  - Continue to improve nuisance and abandoned properties, work to redevelop properties where possible.
  - Increased safety inspection of commercial buildings and a rental housing inspection program.
  - Collaboration with Grinnell College on their building plans and properties.
  - Collaboration with GRMC as they work through their transition.
  - Provide incentives for retrofitting downtown buildings to meet life safety requirements and fire suppression systems for new businesses.
  - The Drake Community Library is supporting the Campaign for Grade Level Reading and is well positioned to help sustain this worthwhile effort in the years ahead.
  - Changing demographics will create both challenges and opportunities. Possible population loss is a significant concern.
  - Better cooperation and more effective marketing to bring new spending to support business, city, school, and many others.
  - Development of the interstate provides opportunity to increase sales tax, property tax, and hotel tax revenues, while providing jobs for many. This development should be sensitive to existing business while aggressively tapping into the interstate travel and the regional population.
  - Keep downtown vibrant.
  - Sprawl, ineffective extensions of our utilities, conflicts with poorly planned development, and inequitable contributions to pay for public services and assets could be fatal to the long term health of the community.
- Miscellaneous:
    - Some saw both concerns and opportunities for recruitment of volunteers.
    - Develop a procedure to handle citizen complaints and concerns.
    - Increase focus on volunteer recruitment and private donations.
    - Improve public transportation.
    - Determine the city's news source and use it more.
    - Create a strong quality of life endowment that can be built on over the next 100 years (surplus sales tax, private donations, small amounts from

here and there, etc.). Funding for these quality of life projects is likely going to get harder and harder as time passes.

## **Significant Initiatives and Programs**

Implement a rental inspection program to ensure quality living environments for renters, improve safety for renters and first responders, and to eliminate the low quality housing that can attract similar renters.

Repurpose the Grinnell Community Center into a boutique hotel and events center.

Develop pilot program to disconnect footing drains.

Establish fire connection fees.

Reconstruction of 6<sup>th</sup> and West intersection.

Even more outreach with social media.

Name something prominent in Grinnell after Officer Warren Binegar.

Build an outstanding war memorial including the names of our war dead.

Work with Chamber, Grinnell College, and others to improve the buildings in the CBD to allow business to thrive in all locations to avoid empty store fronts.

Make Grinnell better, not bigger. Update the comprehensive land use plan and zoning ordinance utilizing the Census 2010 data when available.

Investigate automated garbage pick up to reduce injuries and make this position more attractive.

Improve overall employee productivity. Must be willing to reward good employees, train those with potential, and remove those that are likely not serving the community with quality work and effort.

Study utility rates and connect the rate plan logically to the capital improvement plan, if necessary beyond five years.

Aggressive targeted retail recruitment to stop retail leakage.

Develop tourism as a stronger component of Grinnell's community development.

Cooperate on the development of the I-80 and 146 interchange, especially due to the multiple revenue generators and the untapped potential at that location. Improve the appearance of the community's front door.

Maintain a strong city center, redevelopment where possible and logical. Development incentives for 'green' sites should be scrutinized carefully.

Improve nuisance abatement activities. Improving the city starts with improving what we already have. Junk cars, vacant houses, garbage accumulations, and vacant properties will negate much of the marketing we are doing. Be creative, be consistent, and be forceful when necessary.

Continue to work on the completion of the trail. Expand the coalition to include Poweshiek County / Jasper County Board of Supervisors and Conservation Board. It will not be too many more years before the Grinnell portion will be complete. Encourage work on the 'rural' segments to proceed now opposed to waiting until the Grinnell segment is complete.

Employ smart efforts for employee recruitment and train employees with potential and willingness for advancement. Everyone should be head hunting all the time. Give the City Manager the green light to work with Department Heads to hire good employees when they are available – opposed to when there is an opening.

Continue the cemetery road improvements.

Update several key planning processes/documents such as the Grinnell Housing Study, Grinnell Comprehensive Land Use Plan, and possibly a comprehensive examination of the central business district to include building inventories, barriers to business development, opportunities for improvement, compilation of investment incentives, and related items.

Investigate the equitability of water charges – look at charging for fire sprinkler connections and charges for those that benefit from the water system without payment or via a very limited payment.

Improve the sanitary sewer collection system.

Develop a plan to locate, design, and finance an additional water tower for the community.

Improve upon the good relations with Grinnell College.

Maintain and operate new buildings impeccably. Maintain and operate old buildings the same way or get rid of some of them.

## **ORGANIZATIONAL EFFECTIVENESS**

<p>Take advantage of technology only when there is an obvious benefit. Although many are touting the benefits of social networking sites, organizations that are great at person to person communication and building relationships that matter will be the successes in the future.</p>

<p>Department access to purchasing/budget software for direct entry of transaction with appropriate approval process and real time access to budget information.</p>
<p>Hire a professional I.T. staff person to coordinate I.T infrastructure.</p>
<p>Cooperate with Grinnell College, school officials, non-profit leaders, and citizens to identify and meet local needs.</p>
<p>Improve team work among all departments. If everyone is pulling in the same direction there is very little we cannot accomplish but even one person can be very disruptive to this effort. Celebrate one another's accomplishments.</p>
<p>Understand that communication is everyone's job, it flows in all directions. There is nothing that is not your job. Saying that no one told me is often another way to say "I was not engaged and should have been paying attention." Although you may feel it is someone else's job to keep you up to speed, you have a greater responsibility to be engaged and seek out information.</p>
<p>Create a system for electronic purchase orders that generate reports and feedback to managers that are tied to the annual budget.</p>
<p>I appreciate the open dialogue and honest feedback. I respect the Mayor, Council, and staff, especially the way almost everyone is interested in a positive manner in all aspects of what we do, not just items pertaining directly to a job title. Communication is important and we should all remain open to new ideas and possibilities.</p>
<p>Record the department head meetings and send recordings to those that miss.</p>
<p>The local government and citizens seem in step most of the time, likely the result of great citizens and quality elected officials, volunteers, and staff. I guess they are largely one in the same</p>
<p>Create opportunities for organizations funded by the city to visit with the Council. Eliminate conflicts either real or perceived with these organizations.</p>
<p>Create opportunities for staff to communicate with the City Council.</p>
<p>Strive to respond to inquiries in a timely manner and hold each other accountable.</p>
<p>Continue to distribute minutes of boards, commissions and other groups to give everyone a chance to stay informed.</p>

## **I WOULD LIKE TO SEE THE FOLLOWING ITEMS COMPLETED BEFORE I ...**

- ✓ Appropriate and robust commercial development at I80 that does not compete with the downtown.
- ✓ Sale of 927 4<sup>th</sup> Avenue for appropriate redevelopment.
- ✓ New waste water plant capable of serving the community's long term needs with a design that is sustainable from a maintenance point and financially.
- ✓ New water tower at an appropriate location, of an appropriate size, and financed in an equitable manner.
- ✓ New water production plant.
- ✓ CBD reconstruction 100% complete.
- ✓ 100% of new construction designed and built with appropriate fire suppression.
- ✓ Resolution of the Veterans Building one way or another.
- ✓ Resolution of the ITM issues and proper repurposing.
- ✓ An ever improving sense of TEAM within all city functions.
- ✓ The best process possible to provide information to the public and strive to provide all equal access to participation in all processes involving the city.
- ✓ Construction of the central business district reconstruction complete and impeccable maintenance of this investment.
- ✓ A robust commercial and light manufacturing/business park at the I-80 and 146 interchange that is also supportive of the city center.
- ✓ Effective and financially viable uses for city buildings (this is paraphrasing many similar comments).
- ✓ Development of a new deep well.
- ✓ Upgrade to the water plant.
- ✓ Improve the community's Insurance Services Office (ISO) fire suppression rating to 3.
- ✓ Statewide awareness of Grinnell as a tourist destination and as a premier lifestyle choice.
- ✓ Retail leakage eliminated and strong surpluses in some categories of retail trade.
- ✓ Create an endowment/angel investment like fund that will set apart from other communities in the long term. It should provide both capital for business development and return for quality of life upgrades in the community.

These were not identified as priorities but each is assigned to a Council Committee and they may consider each item as their workloads or interest allow.

- 1. Improve the library grounds – Public Works and Grounds.**
- 2. Special emphasis on fire protection in the CBD – Public Safety.**
- 3. Rental housing inspection program in place – Public Safety.**
- 4. Fire inspections of large assembly areas (hotels, large apartment, etc.) – Public Safety.**

- 5. Continued investment in downtown buildings and more residents – parking – Finance.**
- 6. Development of a city endowment – used to make capital investments in Grinnell where possible with endowment and annual revenue used for operations - Finance.**
- 7. After all of these are completed apply for and receive All American City award - Planning.**
- 8. A professional city hall with state of the art council room, communication equipment, and adequate space to be in one location. Move toward paperless for office and council – Finance.**
- 9. 100% of residential buildings with working smoke detectors – Public Safety.**
- 10. Spring and fall clean up days – Public Works and Grounds.**
- 11. Improved parking options and availability in the CBD - Planning.**
- 12. Begin planning and investigation for the possibility of an overpass on the IIR – Public Works and Grounds.**

**Exhibit B**  
**AGENDA**  
**CITY OF GRINNELL**  
**GOAL SETTING SESSION - 2016**

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MONDAY, FEBRUARY 29, 2016

5:30 PM – 8:00 PM

Large Training Room Grinnell Public Safety Building

1. Introductions and Opening Comments
  - a. What makes Grinnell city government unique from other local government and why does it matter?
2. General Overview of the Meeting and the Goal Setting Process
  - a. Why are we doing this? What is different this year than in the past?
3. Review Recent City Accomplishments (2014 - 16)
  - a. Select two projects from the list of ACCOMPLISHMENTS that you think are noteworthy, one that you played a role in and another that you had a limited or no role. Please explain why you selected each one.
4. Review Issues, Concerns, Opportunities, and Trends
  - a. Please pick one in priority order and discuss.
5. Identify On-Going Priorities
6. Programs, Policies, Projects and Initiatives
7. Organizational Effectiveness
8. Review priority projects and set priorities.
  - a. I would like to be a champion for the following project(s)  
\_\_\_\_\_.
9. Report to the Mayor and City Council – 2016 Goal Setting Process
  - a. Development of Action Plan
  - b. Importance of Quarterly Updates
10. Questions, comments, and suggestions
11. Adjourn

**Exhibit C**  
**CITY OF GRINNELL**  
**GOAL SETTING SESSION – 2016**  
**QUESTIONNAIRE**

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**INTRODUCTION**

The City of Grinnell’s Goal Setting Session will be held on Monday, February 29, 2016, in the large training room at the Public Safety Building 5:30 p.m. to 8:00 p.m. The purpose of the session will be to identify and prioritize the City’s overall goals and objectives for the next several years.

In order to prepare for this session, you are requested to identify key issues and potential objectives that will be reviewed and discussed at the session. Please complete all sections of this questionnaire. If you need additional space, please feel free to attach additional page(s).

**Major Accomplishments**

Please list the major city accomplishments over the past two years. These accomplishments could be as large as a street project or as simple as a newly adopted city policy. The items do not need to be in any particular order.

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**Issues, Concerns, Trends, and Opportunities**

Please list specific issues, concerns, trends, and opportunities that affect future city services, policies, finances or operations (for example, loss of population, major new economic development success or resolving a policy question). You do not need to identify potential solutions to your concerns.

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**Significant Initiatives or Programs**

Please list any initiatives, programs or policies that you think the City should consider in the next several years (for example, downtown revitalization, updating employee job descriptions, adopting a policy on open burning, conducting an annexation study, reviewing water and sewer rates, etc.)

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**Organizational Effectiveness**

Please list several things that the Mayor/City Council and/or staff could do in the future to improve organizational effectiveness, decision-making process, teamwork and the ability to accomplish the City’s stated goals and objectives.

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**V. Before my term ends, before I retire, or before I move to new employment I would like to see the following items addressed, completed or resolved for the community:**

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**RETURN OF QUESTIONNAIRE**

Please return this questionnaire to Russ Behrens by Monday, February, 2016 at noon if possible – I know this is short notice. (Email is fine).



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING  
TUESDAY, SEPTEMBER 6, 2016 AT 5:30 P.M.  
IN THE COUNCIL CHAMBERS OF THE  
GRINNELL COMMUNITY CENTER**

***TENTATIVE AGENDA***

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

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider second reading of an ordinance amending provisions pertaining to interference with official acts (See Ordinance No. 1426).
2. Consider resolution approving an agreement between the city and Nathan Anderson for a law enforcement training reimbursement contract (See Resolution No. 2016-167).

**INQUIRIES:**

**ADJOURN:**

**ORDINANCE NO. 1426**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO INTERFERENCE WITH OFFICIAL ACTS**

Be It Enacted by the City Council of the City of Grinnell, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 41.05 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**41.05 INTERFERENCE WITH OFFICIAL ACTS.** No person shall knowingly resist or obstruct anyone known by the person to be a peace officer, jailer, emergency medical care provider or firefighter, whether paid or volunteer, in the performance of any act that is within the scope of the lawful duty or authority of that officer, jailer, emergency medical care provider, or firefighter, or shall knowingly resist or obstruct the service or execution by any authorized person of any civil or criminal process or order of any court. The terms “resist” and “obstruct” as used in this section do not include verbal harassment unless the verbal harassment is accompanied by a present ability and apparent intention to execute a verbal threat physically.

*(Code of Iowa, Sec. 719.1)*

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2016-167**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND SAID POLICE OFFICER FOR A LAW ENFORCEMENT TRAINING REIMBURSEMENT CONTRACT**

**WHEREAS**, the City Council of the City of Grinnell, Iowa has agreed upon the terms and conditions contained within the Law Enforcement Training Reimbursement Contract with Nathan Anderson; and

**WHEREAS**, the City Council of the city of Grinnell intent of this agreement is to provide the training of Nathan Anderson as a police officer, and to specify the consideration that the officer provide the city in return for the training. It shall not be construed in any way as an employment agreement which would proffer a property right or interest on said officer.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Grinnell, Iowa that the proposed Law Enforcement Training Reimbursement Contract by and between the city of Grinnell and Police Officer Nathan Anderson is hereby approved and the City Clerk is directed to file said accordingly.

**WHEREUPON**, said Resolution is hereby duly passed and approved this 6th day of September, 2016.

\_\_\_\_\_  
GORDON CANFIELD, MAYOR

ATTEST:

\_\_\_\_\_  
P. KAY CMELIK, CITY CLERK

## **CITY OF GRINNELL CITY-OFFICER ACADEMY AGREEMENT**

This agreement is entered into by the City of Grinnell, Iowa, hereinafter referred to as "City" and Nathan Anderson, hereinafter referred to as "Employee".

**THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF NATHAN ANDERSON AS A POLICE OFFICER, AND TO SPECIFY THE CONSIDERATION THAT NATHAN ANDERSON PROVIDES THE CITY IN RETURN FOR THE TRAINING. IT SHALL NOT BE CONSTRUED IN ANY WAY AS AN EMPLOYMENT AGREEMENT WHICH WOULD PROFFER A PROPERTY RIGHT OR INTEREST ON NATHAN ANDERSON.**

1. The City and the Employee agrees that the Employee will attend the Iowa Law Enforcement Academy at the expense of the City to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The training at the academy is scheduled to begin as soon as the Employee is accepted for the training class. The City shall pay the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereinafter in this agreement. The expenses which the Employee agrees to reimburse include the City's cost of the Employee's paid time attending the Academy, in the event mileage is paid it must also be reimbursed, food, lodging and tuition while attending the Academy. All of these reimbursable costs are referred to as "total training expenses." The Employee will not be responsible for reimbursing the City for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the costs of the "total training expenses" set above is listed on Exhibit "A" which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the City as these costs become known.
2. Employee may, at the city's option, be required to work for the Grinnell Police Department while attending the training program, and may be required to patrol, dispatch, operate computer system, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by Employee in attendance at the training course and service to the police department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.
3. Employee shall have a probationary period consistent with the Personnel Policy and State Law.

4. Employee shall serve as a full-time police officer of the City, after graduation from the Iowa Law Enforcement Academy and meeting all criteria needed to receive proper certification.
5. In consideration for providing for this training, Employee agrees to work for the City as a police officer for at least four (4) years from the date when the Employee graduates from the Iowa Law Enforcement Academy and has met all criteria needed to receive certification.
6. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the City, and Employee shall reimburse the City for its "total training expenses" incurred to that date in accordance with the terms set forth in Section 10.
7. In the event the Employee voluntarily resigns from the Grinnell Police Department without having served as a certified police officer for at least four years, the employee shall reimburse the City for total training expenses incurred per the following Schedule:
  - A. The amount of reimbursement shall be determined as follows:
    - (1.) If a law enforcement officer resigns less than one year following completion of approved training, one hundred percent (100%) of the total training expenses.
    - (2.) If a law enforcement officer resigns one year or more but less than two years after the completion of approved training, seventy-five percent (75%). If the officer begins employment with another law enforcement agency in Poweshiek County or in a county adjacent to Poweshiek County, within 12 months of resignation, one hundred percent (100%).
    - (3.) If a law enforcement officer resigns two years or more but less than three years after completion of approved training, fifty percent (50%). If the officer begins employment with another law enforcement agency in Poweshiek County or in a county adjacent to Poweshiek County, within 12 months of resignation, one hundred percent (100%).
    - (4.) If a law enforcement officer resigns three years or more but less than four years after completion of the approved training, twenty-five percent (25%). If the officer begins employment with another law enforcement agency in Poweshiek County or in a county adjacent to Poweshiek County, within 12 months of resignation, one hundred percent (100%).

8. If the Employee is dismissed during the probationary period or properly terminated by the City without having served as a certified officer for at least four years, the employee shall reimburse the City for the total training expenses incurred according to the schedule as defined in paragraph 7. If the employee is dismissed for any other reason, such as reduction in force, the employee shall not be required to pay the City for any unpaid training costs owed.
9. At the end of four years of service as a certified police officer, the amount owed for training expenses by Employee shall be zero dollars.
10. Payment of any training costs owed to the City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

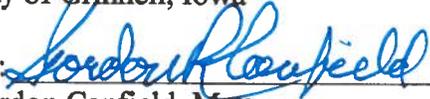
Minimum monthly payment	Annual Percentage Rate
\$ <u>580.00</u>	6%

The first payment shall be due thirty (30) days after the Employee's termination, and on the same date each month thereafter. Interest shall commence with the employee's date of termination and shall be calculated on the unpaid principal balance to the date of each installment paid with payments being credited first to accrued and then to the reduction of principal.

11. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the employ of the City, and training expenses shall cease.
12. This agreement may be amended or canceled only upon agreement of both the City and the Employee.
13. Employee shall notify City of the employee's place of residence while in the employment of the City and/or until such time as the debt for total training expenses is satisfied in full.
14. If reimbursement is not made in accordance with this agreement, the Employee understands that the City at its option may seek Employee's decertification as an Iowa Law Enforcement Officer.
15. This agreement is for the purposes of bona fide employment and not for the purpose of achieving certification for the officer by way of "sponsorship" through the academy.

Executed this \_\_\_\_\_ day of August, 2016.

City of Grinnell, Iowa

By:   
Gordon Canfield, Mayor

  
Nathan Anderson , Employee

Attest: \_\_\_\_\_  
Kay Cmelik, City Clerk

(SEAL)

**NATHAN ANDERSON**  
**ATTACHMENT "A"**

I.L.E.A. TUITION & BOARDING	\$6,240.00
MEALS	\$1,468.47
ACADEMY UNIFORM	\$225.00
PAID TIME (85 Days x 8 hrs/day x \$21.48)	\$ 14,606.40
<b>TOTAL</b>	<b>\$22,539.87</b>



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

***TENTATIVE AGENDA***

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**ROLL CALL:** Hueftle-Worley (Chair), Wray, Bly

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution approving contract change order No. 1 in the amount of \$10,466.50 for a net increase to the contract for Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements (See Resolution No. 2016-168).
2. Consider resolution authorizing payment of contractor's pay request No. 2 in the amount of \$411,594.27 to Manatts Inc. of Brooklyn, Iowa for work completed on the Highway 146 and 420<sup>th</sup> Avenue Widening and Improvements Project (See Resolution No. 2016-169).
3. Consider resolution approving contract change order No. 6 in the amount of \$178,712.00 for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-170).
4. Consider resolution approving contract change order No. 31 in the amount of \$1,852.00 to add storms on 829 Broad Street for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-171).
5. Consider resolution approving contract change order No. 33 in the amount of \$813.00 to paint upper windows on 817 and to trim the center piece for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-172).
6. Consider resolution approving contract change order No. 34 in the amount of \$6,434.00 to replace COR #17 to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-173).
7. Consider resolution approving contract change order No. 35 in the amount of \$5,684.00 for the increased size of windows at 819 south side windows for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-174).
8. Consider resolution approving contract change order No. 36 in the amount of \$2,546.00 to pain cornice at top of 829 Broad Street for a net increase to the contract with Garling Construction, Inc. of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-175).
9. Consider resolution authorizing payment of contractor's pay request No. 7 in the amount of \$233,007.45 to Garling Construction Inc of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project (See Resolution No. 2016-176).

10. Consider resolution approving contract change order No. 3 in the amount of \$1,149.00 to add the repairs to an older four-inch water main for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-177).
11. Consider resolution approving contract change order No. 4 in the amount of \$1,827.00 to add half of the cost for a retaining wall near the new Mayflower building on the west side of Broad Street for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-178).
12. Consider resolution approving contract change order No. 5 in the amount of \$6,500 to add a new water service to the existing Community Center for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-179).
13. Consider resolution approving contract change order No. 6 in the amount of \$5,500.00 to add the removal and replacement of existing storm water intake at the corner of 4<sup>th</sup> Avenue and Park Street for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-180).
14. Consider resolution approving contract change order No. 7 in the amount of \$10,350.00 for the addition of 203 LF of 10 inch perforated HDPE pipe that helps drain the soils in the area for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-181).
15. Consider resolution approving contract change order No. 8 in the amount of \$7,800.00 for the addition of over-excavating the poor soils out in preparation for placement of 3-inch stabilizing stone for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-182).
16. Consider resolution approving contract change order No. 9 in the amount of \$21,215.80 for the addition of 3-inch stabilizing stone for a net increase to the contract with Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-183).
17. Consider resolution authorizing payment of contractor's pay request No. 4 in the amount of \$504,095.74 to Con-Struct Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project (See Resolution No. 2016-184).
18. Consider resolution approving contract change order No. 1 in the amount of \$370,905.55 for 1. additional concrete (patio, sidewalks, stairs and parking); 2. Larger piping, underground storage, sump pumps/vault/backup generator) 3. Retaining Wall/masonry seat wall and 4. Sod at regraded/sloped areas for net increase of \$370,905.55 to the contract with Bushong Construction Company of Montezuma, Iowa for the Central Park Improvement Project (See Resolution No. 2016-185).
19. Consider resolution authorizing payment of contractor's pay request No. 3 in the amount of 134,265.40 to Bushong Construction Company of Montezuma, Iowa for work completed on the Central Park Improvements Project (See Resolution No. 2016-186).
20. Consider resolution approving contract change order No. 4 in the amount of \$1,650.00 for installation of two 12X6 reducers for the water main system for a net increase to the contract with Absolute Concrete of Slater,

Iowa for the Highway 146 North Construction Project (See Resolution No. 2016-187).

21. Consider resolution authorizing payment of contractor's pay request No. 5 in the amount of \$628,609.86 to Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project (See Resolution No. 2016-188).
22. Consider resolution authorizing payment of contractor's pay request No. 1 (final) for 2016 Seal Coat Project (See Resolution No. 2016-189).
23. Consider resolution accepting the work for the UPRR Water Main Relocation (See Resolution No. 2016-190).
24. Consider resolution approving installation of street lights at 822 Park Street, 733 Park Street, 3<sup>rd</sup> Avenue between Broad Street and Park Street; Corner of 3<sup>rd</sup> Avenue and Broad Street; and Corner of 2<sup>nd</sup> Avenue and Broad Street (See Resolution No. 2016-191).

**INQUIRIES:**

**ADJOURNMENT**

RESOLUTION NO. 2016-168

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$10,466.50 FOR A NET INCREASE TO THE CONTRACT FOR HIGHWAY 146 AND 420<sup>TH</sup> AVENUE WIDENING AND IMPROVEMENTS

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

WHEREAS, Manatts Inc. has submitted Contract Change Order No. 1 for a net Increase of \$10,466.50; 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 6<sup>th</sup> day of September, 2016 that the contract amount has increased by \$10,466.50 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

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Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 1**

CITY OF GRINNELL, IOWA

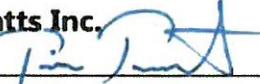
Hwy 146 and 420<sup>th</sup> Avenue Pavement Widening and Improvements

GMRC RISE RMX-3127(628)-9E-79

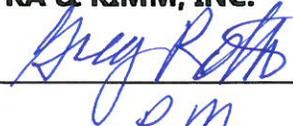
Change Order No. 1 is associated with the adjustment of sanitary manhole castings and the elimination of flared end sections replaced by open grate castings on the storm sewer north of 420<sup>th</sup> Avenue. These change order items are enumerated and quantified below.

- C1.1            3 manhole casting adjustments @ \$1,991 each
- C1.2            1 major casting adjustment @ \$3,300 each
- C1.3            7 grated castings @ \$170.50 each

Change Order No. 1 increases the contract by \$10,466.50  
(C1.1 \$5973 + C1.2 \$3300 + C1.3 \$1193.50)

**Manatts Inc.**  
 By   
 Title PROJECT MANAGER  
 Date 8/29/16

**CITY OF GRINNELL**  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**  
 By   
 Title P.M.  
 Date 8/29/16

**ATTEST:**  
 By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

RESOLUTION NO. 2016-169

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 2 IN THE AMOUNT OF \$411,594.27 TO MANATTS INC OF BROOKLYN, IOWA, IOWA FOR WORK COMPLETED ON THE HIGHWAY 146 AND 420<sup>TH</sup> 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. 2 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. 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 \$411,594.27.

Passed and adopted this 6th of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk

TO OWNER: City of Grinnell, Iowa

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

APPLICATION NO: 2  
PERIOD 7/26/16-8/25/16  
PROJECT NOS:

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	\$10,466.50
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$716,876.10
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$613,333.42
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$30,666.67
b. % of Stored Material (Column F on G703)	_____
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$30,666.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$582,666.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$171,072.48
8. CURRENT PAYMENT DUE	\$411,594.27
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$134,209.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$10,466.50	
<b>TOTALS</b>	<b>\$10,466.50</b>	<b>\$0.00</b>
NET CHANGES by Change Order		

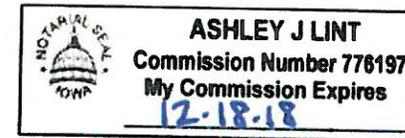
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: [Signature]

Date: 8/29/16

State of: IOWA  
County of: POWESHIEK  
Subscribed and sworn to before me this 29th day of August, 2016



Notary Public: Ashley J Lint  
My Commission expires: 12-18-18

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

Engineer's

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

AMOUNT CERTIFIED .....

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

ARCHITECT:

By: [Signature]

Date: 8/29/16

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.

**APPLICATION FOR PAYMENT  
UNIT PRICE CONTRACT**

PROJ: Hwy 146 & 420th Ave Pavement Widening & Improvements  
P/N: \_\_\_\_\_

PAGE: 2  
APPLICATION NO: 2  
APPLICATION DATE: 8/25/16  
FOR PERIOD: 7/26/16 TO 8/25/16

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT				G TOTAL QTY'S PREVIOUS APPLICATION	H WORK COMPLETED		J \$ AMOUNT THIS PERIOD	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 % (M/F)	O BALANCE TO FINISH (F-M)	P RETAINAGE (M*.05)
		D UNITS	E QTY	F UNIT PRICE	F CONTRACT PRICE		I QTY AMOUNT THIS PERIOD	J \$ AMOUNT THIS PERIOD							
1.	EMBANKMENT-IN-PLACE	CY	4380	\$ 26.50	\$ 116,070.00	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	1730	\$ 22,057.50		\$ -	1730	\$ 22,057.50	100%	\$ -	\$ 1,102.68	
3.	TOPSOIL, STRIP, SALVAGE&SPREAD	CY	970	\$ 22.50	\$ 21,825.00	727.5	\$ 16,368.75		\$ -	727.5	\$ 16,368.75	75%	\$ 5,456.25	\$ 818.44	
4.	MODIFIED SUBBASE	CY	1790	\$ 41.50	\$ 74,285.00	0	\$ -	1790	\$ 74,285.00	1790	\$ 74,285.00	100%	\$ -	\$ 3,714.25	
5.	GRANULAR SHOULDERS, TYPE B	TON	635	\$ 32.50	\$ 20,637.50	0	\$ -			0	\$ -	0%	\$ 20,637.50	\$ -	
6.	SHOULDER FINISHING, EARTH	STA	19.66	\$ 550.00	\$ 10,813.00	0	\$ -			0	\$ -	0%	\$ 10,813.00	\$ -	
7.	HMA (3M ESAL), BASE COURSE, 1/2"	TON	843	\$ 86.00	\$ 72,498.00	0	\$ -	906.22	\$ 77,934.92	906.22	\$ 77,934.92	107%	\$ (5,436.92)	\$ 3,896.75	
8.	HMA (3M ESAL), INTERMEDIATE COURSE	TON	212	\$ 87.00	\$ 18,444.00	0	\$ -	226.84	\$ 19,735.08	226.84	\$ 19,735.08	107%	\$ (1,291.08)	\$ 986.75	
9.	HMA (3M ESAL), SURFACE COURSE, 1/2"	TON	212	\$ 88.00	\$ 18,656.00	0	\$ -	226.84	\$ 19,961.92	226.84	\$ 19,961.92	107%	\$ (1,305.92)	\$ 998.10	
10.	ASPHALT BINDER, PG 58-28	TON	79	\$ 325.00	\$ 25,675.00	0	\$ -	84.53	\$ 27,472.25	84.53	\$ 27,472.25	107%	\$ (1,797.25)	\$ 1,373.61	
11.	HMA PAVEMENT SAMPLES	LS	1	\$ 500.00	\$ 500.00	0	\$ -			0	\$ -	0%	\$ 500.00	\$ -	
12.	APRONS, SAFETY SLOPE, 24 I. DIA.	EA	2	\$ 1,500.00	\$ 3,000.00	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	70	\$ 6,650.00		\$ -	70	\$ 6,650.00	100%		\$ 332.50	
14.	APRON, CONC, 12"	EA	8	\$ 2,000.00	\$ 16,000.00	0	\$ -			0	\$ -	0%	\$ 16,000.00	\$ -	
15.	APRON, CONC, 24"	EA	1	\$ 3,250.00	\$ 3,250.00	0	\$ -	2	\$ 6,500.00	2	\$ 6,500.00	200%	\$ (3,250.00)	\$ 325.00	
16.	SUBDRAIN, LONGITUDINAL, SHLDR 4'	LF	1990	\$ 23.50	\$ 46,765.00	0	\$ -	1956	\$ 45,966.00	1956	\$ 45,966.00	98%	\$ 799.00	\$ 2,298.30	
17.	SWR, 2000D STORM, 12"	LF	80	\$ 130.00	\$ 10,400.00	0	\$ -			0	\$ -	0%	\$ 10,400.00	\$ -	
18.	SWR, 2000D STORM, 24"	LF	820	\$ 80.00	\$ 65,600.00	0	\$ -	768	\$ 61,440.00	768	\$ 61,440.00	94%	\$ 4,160.00	\$ 3,072.00	
19.	SUBDRAIN OUTLET DR-304	EA	6	\$ 950.00	\$ 5,700.00	0	\$ -	7	\$ 6,650.00	7	\$ 6,650.00	117%	\$ (950.00)	\$ 332.50	
20.	REMOVAL OF PAVEMENT	SY	325	\$ 40.00	\$ 13,000.00	0	\$ -	325	\$ 13,000.00	325	\$ 13,000.00	100%	\$ -	\$ 650.00	
21.	CONSTRUCTION SURVEY	LS	1	\$ 12,500.00	\$ 12,500.00	0.5	\$ 6,250.00	0.3	\$ 3,750.00	0.8	\$ 10,000.00	80%	\$ 2,500.00	\$ 500.00	
22.	PAINTED PAVT MARKING, WATERBORNE OR SOLVENT-BASE	STA	133.72	\$ 30.00	\$ 4,011.60	0	\$ -			0	\$ -	0%	\$ 4,011.60	\$ -	
23.	PAINTED SYMBOLS & LEGENDS, WATERBORNE OR SOLVEN	EA	6	\$ 150.00	\$ 900.00	0	\$ -			0	\$ -	0%	\$ 900.00	\$ -	
24.	PAVEMENT MARKINGS REMOVED	STA	40.3	\$ 40.00	\$ 1,612.00	0	\$ -			0	\$ -	0%	\$ 1,612.00	\$ -	
25.	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	0.75	\$ 11,250.00	0.75	\$ 11,250.00	75%	\$ 3,750.00	\$ 582.50	
26.	FLAGGERS	EA	20	\$ 435.00	\$ 8,700.00	14.5	\$ 6,307.50	5	\$ 2,175.00	19.5	\$ 8,482.50	98%	\$ 217.50	\$ 424.13	
27.	PILOT CARS	EA	10	\$ 650.00	\$ 6,500.00	4.5	\$ 2,925.00		\$ -	4.5	\$ 2,925.00	45%	\$ 3,575.00	\$ 146.25	
28.	MOBILIZATION	LS	1	\$ 70,000.00	\$ 70,000.00	0	\$ -	0.75	\$ 52,500.00	0.75	\$ 52,500.00	75%	\$ 17,500.00	\$ 2,625.00	
29.	MULCHING	ACR	1.80	\$ 700.00	\$ 1,260.00	0	\$ -			0	\$ -	0%	\$ 1,260.00	\$ -	
30.	SEEDING & FERTILIZING (RURAL)	ACR	1.10	\$ 2,250.00	\$ 2,475.00	0	\$ -			0	\$ -	0%	\$ 2,475.00	\$ -	
31.	SEEDING & FERTILIZING (URBAN)	ACR	0.70	\$ 4,750.00	\$ 3,325.00	0	\$ -			0	\$ -	0%	\$ 3,325.00	\$ -	



RESOLUTION NO. 2016-170

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 6 IN THE AMOUNT OF \$178,712.00 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. 6 for a net increase of \$178,712.00 for the KGRN building; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 6; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has increased by \$178,712.00 in accordance with Contract Change Order No. 6 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

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Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk



# AIA Document G701™ - 2001

## Change Order

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

<b>PROJECT</b> Main Street Façade Rehabilitation Grinnell, Iowa	<b>CHANGE ORDER NUMBER:</b> 6	
	<b>DATE:</b> August 31, 2016	
	<b>ARCHITECT'S PROJECT NUMBER:</b> 2014.468.00	<b>FILE:</b> 7.0.1
<b>TO CONTRACTOR</b> Garling Construction, Inc. 1120 11 <sup>th</sup> Street Belle Plaine, IA 52208	<b>OWNER'S PROJECT NUMBER:</b> N/A	
	<b>CONTRACT DATE:</b> August 24, 2015	
	<b>CONTRACT FOR:</b> General Construction	

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

PR 17	(COP 29) KGRN work Base Bid	ADD	\$	163,129.00
	(COP 29) Alternate #2	ADD		\$5,798
	(COP 29) Alternate #4	ADD		\$6,815
	(COP 29) Repointing 100% of 909	ADD		\$2,970

TOTAL	\$178,712.00
-------	--------------

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	\$ 178,712.00
The new Contract Sum including this Change Order will be	\$	1,113,856.00

The contract time will be changed by..... 56 days.

The date of Substantial Completion as of the date of this Change Order therefore is..... **November 4, 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
<b>ARCHITECT</b>	<b>CONTRACTOR</b>	<b>OWNER</b>
301 Grand Ave.	1120 11 <sup>th</sup> Street	927 4 <sup>th</sup> Avenue
Des Moines, IA 50309-1718	Belle Plaine, IA 52208	Grinnell, IA 50012
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
Naura Heiman Godar, AIA	Owner or Designee	Mayor or Designee
<b>BY</b>	<b>BY</b>	<b>BY</b>

**8/31/16***(Signature)***DATE***(Signature)***DATE***(Signature)***DATE**

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**User Notes:**

(242450372)

RESOLUTION NO. 2016-171

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 31 IN THE AMOUNT OF \$1,852.00 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. 31 for a net Increase of \$1,852.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 31; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has increased by \$1,852.00 in accordance with Contract Change Order No. 31 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

---

Gordon Canfield, Mayor

Attest:

---

P. Kay Cmelik, City Clerk



# Change Order Proposal Transmittal

RDG Planning & Design | 301 Grand Ave Des Moines IA 50309 United States

PROJECT	Grinnell, City of - Main Street Facades 2014.468.00	DATE SENT	8/29/2016
SUBJECT	(PR #31) 829 storms	CHANGE ORDER PROPOSAL ID	COP-00031
TYPE	Change Order Proposal	TRANSMITTAL ID	00099
PURPOSE	Recommendation	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Naura Godar	RDG Planning & Design	ngodar@rdgusa.com	(515) 288-3141

TO

NAME	COMPANY	EMAIL	PHONE
Russ Behrens	City of Grinnell	citymanager@grinnelliowa.gov	(641) 236-2600
P. Kay Cmelik	City of Grinnell	kcmelik@grinnelliowa.gov	641-236-2601
dneff@grinnelliowa.gov		dneff@grinnelliowa.gov	

REMARKS: Owner requested this additional scope of work.  
 Cost is fair for work provided.  
 RDG recommends acceptance.

Naura Heiman Godar, AIA

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	8/9/2016	COR 31.pdf				

**GARLING CONSTRUCTION INC**  
1120 11TH STREET  
BELLE PLAINE, IA 52208  
(319) 444-3409

# Change Order Request

08/09/2016

**Project:** GRINNELL FACADE

**To:** Scotney Fenton  
RDG Planning and Design  
301 Grand Avenue  
Des Moines, IA 50309  
(515) 288-3141

**Contract:** 5395  
**Change Order:** 31

**RE:** 829 STORMS

**Requested By:** Owner

**Respond By:** 8/9/16

**Scope of Work:**

This is for the request for storms on 829 Broad street.

Adams Architectural	\$1745.00
Garling 5%	\$88.00
Bond 1%	\$19.00
Total	\$1852.00

**Signed:** Greg Garman

**Signed:**

GARLING CONSTRUCTION INC

By: Greg Garman  
Date: 8/9/16

By:  
Date:



Adams Architectural Millwork Co.  
2225 Kerper Blvd., Dubuque, Iowa  
563.690.1358 p.  
888.285.8120 p.  
563.557.8852 f.  
[www.adamsarch.com](http://www.adamsarch.com)

---

Date: August 8, 2016  
Project: **Grinnell Façade Rehabilitation – 829 Broad Street**  
Re: PR31

---

### **Fixed Top Combination Plus Storm/Screen Windows**

Qty (3) 1-1/8" thick fixed top combination plus storm/screen windows manufactured from Cedar, top panel fixed with single pane clear glass with putty glaze. Bottom panel has removable charcoal aluminum screen and single pane clear glass inserts with brown/bronze aluminum surround, center bar to be determined (top of window to middle of center bar), bottom rail bevel to be determined, primed interior & exterior, Adams standard profiles (2-1/8" stiles and top rail, 3-1/2" bottom rail, center bar 1-1/4").

**TOTAL: \$ 1,319.85**

**DELIVERY:** PAST EXPERIENCE HAS SHOWN US THAT JOBS OF THIS NATURE REQUIRE MULTIPLE DELIVERIES; EACH DELIVERY WILL BE A **\$425** CHARGE

#### **NOTES:**

- GENERAL CONTRACTOR IS RESPONSIBLE FOR FIELD MEASUREMENTS.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR TESTING OF INSTALLATION OF WINDOWS.

THANKS,

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ADAMS ARCHITECTURAL MILLWORK CO.

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#### **TERMS & CONDITIONS**

- Sales tax NOT included in quote
- 30% down payment, final payment due prior to shipment.
- If shipping applies, all shipping is F.O.B. Adams Architectural Millwork Co. dock.
- Field measurements to be completed by installing contractor.
- Installation not included.
- We are a Manufacturer/Supplier – no retainage allowed.
- Cancellation: Down payment is forfeited if order is cancelled.
- Changes in quantity of product ordered compared to the quote may have an effect on price.
- Work in progress CANNOT be changed without a written change order.
- The bid is also based on information provided at this time. Any revisions required at a later date will subject to price review at that time.
- Clerical errors are subject to correction.
- We reserve the right to withdraw this bid if it is not accepted in 30 days.

RESOLUTION NO. 2016-172

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 33 IN THE AMOUNT OF \$813.00 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. 33 for a net Increase of \$813.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 33; 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 \$813.00 in accordance with Contract Change Order No. 33 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

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Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk

**GARLING CONSTRUCTION INC**  
1120 11TH STREET  
BELLE PLAINE, IA 52208  
(319) 444-3409

## Change Order Request

08/11/2016

**Project:** GRINNELL FACADE

**To:** Scotney Fenton  
RDG Planning and Design  
301 Grand Avenue  
Des Moines, IA 50309  
(515) 288-3141

**Contract:** 5395  
**Change Order:** 33

**RE:** 817 upper windows

**Requested By: Owner**

**Respond By: 8/16/16**

**Scope of Work:**

To paint upper windows on 817 and to trim the center trim piece is

Tyco Painting	\$ 500.00
Tyco paint accent paint	\$ 265.00
Garling 5%	\$ 39.00
Bond 1%	\$ 9.00
Total	\$ 813.00

**Signed: Greg Garman**

**Signed:**

GARLING CONSTRUCTION INC

By: Greg Garman  
Date: 8/11/16

By:  
Date:

# **TY-CO PAINTING, INC.**

2850 Winchester Dr. Marion, IA. 52302  
319-377-9723 / 319-373-2273fax / 551-4143cell

PR 32 Submitted

August 5, 2016

**TO: GARLING CONSTRUCTION Greg**

**RE: GRINNELL FACADE REHABILITATION**

We hereby propose to furnish the materials and perform the labor necessary per plans and specifications for the completion of:

PR 32

817 Additional Window Painting	\$500.00
Accent Painting	\$265.00

All material is guaranteed to be as specified, and the work to be performed in accordance with the drawing specifications. Any alteration or deviation from specifications will be executed only upon written orders, and will become an extra charge over and above the base bid.

**Respectfully Submitted**

*Tyrone C. Meyer*  
319-551-4143

RESOLUTION NO. 2016-173

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 34 IN THE AMOUNT OF \$6,434.00 TO REVERSE COR #17 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. 34 for a net Increase of \$6,434.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 34; 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 \$6,434.00 in accordance with Contract Change Order No. 34 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

---

Gordon Canfield, Mayor

Attest:

---

P. Kay Cmelik, City Clerk



# Change Order Proposal Transmittal

RDG Planning & Design | 301 Grand Ave Des Moines IA 50309 United States

PROJECT	Grinnell, City of - Main Street Facades 2014.468.00	DATE SENT	8/29/2016
SUBJECT	reversed COR 17	CHANGE ORDER PROPOSAL ID	COP-00034
TYPE	Change Order Proposal	TRANSMITTAL ID	00102
PURPOSE	Recommendation	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Naura Godar	RDG Planning & Design	ngodar@rdgusa.com	(515) 288-3141

TO

NAME	COMPANY	EMAIL	PHONE
Russ Behrens	City of Grinnell	citymanager@grinnelliowa.gov	(641) 236-2600
P. Kay Cmelik	City of Grinnell	kcmelik@grinnelliowa.gov	641-236-2601
dneff@grinnelliowa.gov		dneff@grinnelliowa.gov	

REMARKS: We processed COP 17 for a deduct of \$6,434. Then, we processed COP 22 for a deduct of \$6,270. The actual cost for the revision of the doors at 923 was a deduct of \$6,270 so Garling has written COP 34 to zero out the COP 17's deduct.

RDG recommends acceptance.

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	8/23/2016	COR 34.pdf				

**GARLING CONSTRUCTION INC**  
1120 11TH STREET  
BELLE PLAINE, IA 52208  
(319) 444-3409

# Change Order Request

08/23/2016

**Project:** GRINNELL FACADE

**To:** Scotney Fenton  
RDG Planning and Design  
301 Grand Avenue  
Des Moines, IA 50309  
(515) 288-3141

**Contract:** 5395  
**Change Order:** 34

**Owner/GC CP:**

**Reference:**

**Section:**

**RE:** reversed COR 17

**Requested By:** Greg

**Respond By:** 8/29/16

## Scope of Work:

This COR is to replace COR 17 for 923-1 and 923-3 doors from double 6' doors to 42" single. Cut existing openers down for the single doors. Trim out the sides of door openings. Also removal of double door hardware to single door.

Adams Arch.	4424.00
Opening specialists	2626.00
Garling 5%	352.00
Garling trim, drywall materials	-245.00
Garling trim, drywall labor	-639.00
Garling 10%	-84.00
Total	\$6434.00

Signed: Greg Garman

Signed:

GARLING CONSTRUCTION INC.

By: Greg Garman

By:

Date: 8/23/16

Date:



ADAMS ARCHITECTURAL MILLWORK CO.  
2225 KERPER BLVD., DUBUQUE, IOWA  
563.690.1358 P.  
888.285.8120 P.  
563.557.8852 F.  
WWW.ADAMSARCH.COM

DATE: MAY 19, 2016

PROJECT: GRINNELL FAÇADE

RE: 923 DOUBLE DOORS

**923-1 and 923-3**

36" X 84" X 2 1/4" THICK, MANUFACTURED FROM MAHOGANY, TOP PANEL TO HAVE 3/4 LITE WITH CLEAR TEMPERED GLASS, BOTTOM PANEL TO BE FLAT, 6" STILES AND TOP RAIL, 12" BOTTOM PANEL, HARDWARE BY OTHERS, PRIMED.

Price: \$ 3,324.11 - EACH

**VOLUNTARY ALTERNATE**

**923-1 and 923-3**

42" X 84" X 2 1/4" THICK, MANUFACTURED FROM MAHOGANY, TOP PANEL TO HAVE 3/4 LITE WITH CLEAR TEMPERED GLASS, BOTTOM PANEL TO BE FLAT, 6" STILES AND TOP RAIL, 12" BOTTOM PANEL, HARDWARE BY OTHERS, PRIMED.

Price: \$ 3,573.30 - EACH

**Notes: Important – Please Read**

**TERMS & CONDITIONS:**

- SALES TAX NOT INCLUDED IN QUOTE.
- IF SHIPPING IS INCLUDED, ALL ITEMS ARE F.O.B. FROM ADAMS ARCHITECTURAL MILLWORK DOCK.
- 30% DOWN PAYMENT, FINAL PAYMENT DUE PRIOR TO SHIPMENT.
- FIELD MEASUREMENTS - TO BE COMPLETED BY INSTALLING CONTRACTOR.
- INSTALLATION NOT INCLUDED.
- WE ARE A MANUFACTURER/SUPPLIER -- NO RETAINAGE ALLOWED.
- CANCELLATION: DOWN PAYMENT IS FORFEITED IF ORDER IS CANCELLED.
- CHANGES IN THE SIZE OF PRODUCT ORDERED COMPARED TO THE QUOTE/BID WILL HAVE AN EFFECT ON THE FINAL PRICE AND MAY REQUIRE A PRICE REVISION.
- CHANGES IN QUANTITY OF PRODUCT ORDERED COMPARED TO THE QUOTE MAY HAVE AN EFFECT ON PRICE.
- WORK IN PROGRESS CANNOT BE CHANGED WITHOUT A WRITTEN CHANGE ORDER.
- THIS BID IS BASED ON AVAILABLE INFORMATION. ANY REVISIONS REQUIRED AT A LATER DATE WILL BE SUBJECT TO PRICE REVIEW.
- CLERICAL ERRORS ARE SUBJECT TO CORRECTION.
- WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF IT IS NOT ACCEPTED IN 30 DAYS.

THANKS,  
ADAMS ARCHITECTURAL MILLWORK CO.

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Opening Specialists, Inc.

430 Main Street • PO Box 430 • Holy Cross, IA 52053-0430  
 Phone: (563) 870-2018 • Fax: (563) 870-4018  
 735 Century Drive • Dubuque, IA 52002  
 Phone: (563) 583-8082 • Fax: (563) 583-8262

**Quotation #8139**

05/23/2016

**Customer:** GARLING CONSTRUCTION, INC.

**Address:** 1120 11TH STREET, PO BOX 97  
 BELLE PLAINE, IA 52208-009

**Project:** GRINNELL FACADE REHABILITATION

**Contact:** GREG GARMAN

**Phone:** 319-444-3409

**Cell:**

**Fax:** 319-444-2437

**Quoted By:** RON KANE.

We are pleased to provide pricing information for the material and/or labor listed below for your consideration. This quotation includes only the material and/or labor as listed.

Qty	Description	Price	Total
1	THE FOLLOWING CHANGES ARE BEING PROPOSED, FUTURE PROPOSAL REQUEST TO BE SENT OUT.	\$0.00	\$0.00
1	DR # 923-1, 923-3:  6 EA. - DELETE HINGES, BB1199 5" X 5" US10B 4 EA. - DELETE EXIT DEVICES, 8827L/373L/3/US10B 4 EA. - DELETE DOOR CLOSERS, 4111 SHCUSH  2 EA. - ADD STOREROOM MORTISE LOCKSET, L9080P M55L 643e x EI = EXTENDED INSIDE 2 EA. - ADD ELECTRIC STRIKE, 6212WF 24VDC US10B FSE  (NOTE: EXISTING DOUBLE AUTO OPERATOR TO BE RE-USED ALONG WITH TWO EXISTING WALL MOUNTED ACTUATORS)  (MORTISE LOCKSET - (EI) = EXTENDED INSIDE, LOCKSET WILL BE MORTISE TOWARDS THE INSIDE FACE OF THE WOOD DOOR. THIS ALLOWS IT TO WORK WITH THE ELECTRIC STRIKE BE USED. THE STRIKE WILL NEED TO BE SET UP SO IT'S ALWAYS UNLOCKED DURING BUSINESS HOURS)	-\$2,626.00	-\$2,626.00
1	THINGS TO BE VERIFIED BY OTHERS - WILL THE DOUBLE ARM AUTO OPERATOR BE ABLE TO BE USED WITH DOOR GOING TO SINGLE DOOR IN LIEU OF DOUBLE DOORS?	\$0.00	\$0.00

All the above for the total sum of **-\$2,626.00**

The above prices will be void thirty days from the date of this quotation. Material and/or labor price as listed above is net, job site location. This quote is provided as information to the recipient only and the terms of sale are to be determined. Terms of sales to customers with established charge accounts will be governed by the terms of those accounts. The buyer is responsible for all applicable taxes and will be billed accordingly. If material and/or labor purchased is to be exempted from sales taxes, a tax exempt certificate or tax identification number must be presented along with the authorization to proceed. The above prices do not include handling and unloading at the job site unless labor to install the material is included.

We appreciate the opportunity to provide the above quotation to you. Please advise if we may be of further assistance in this or any other matter. Thank you.

Sincerely,

**Ron Kane**  
Ron Kane  
Opening Specialists, Inc.

Digitally signed by Ron Kane  
DN: cn=Ron Kane, o=Opening Specialists, Inc., c=US  
Date: 2016.05.23 09:50:33  
+0200

## Lock Functions | Single Cylinder Non-Deadbolt Functions

Schlage ANS1

L9050 F04  
LV9050

### Office and Inner Entry Lock

Latchbolt retracted by knob/lever from either side unless outside is made inoperative by key outside or by turning inside thumbturn. When outside is locked, latchbolt is retracted by key outside or by knob/lever inside. Outside knob/lever remains locked until thumbturn is returned to vertical or unlocked by key. Auxiliary latch deadlocks latchbolt when door is closed. Inside liner is always free for immediate egress.

L9056  
LV9056

### L9056 with Automatic Unlocking

Latchbolt retracted by knob/lever from either side unless outside is made inoperative by key outside or by rotating inside thumbturn. Outside knob/lever unlocked by key outside, thumbturn or closing door. Rotating inside knob/lever simultaneously retracts latchbolt and unlocks outside knob/lever. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever is always free for immediate egress.

L9070 F05  
LV9070

### Classroom Lock

Latchbolt retracted by knob/lever from either side unless outside is locked by key. Unlocked from outside by key. Inside knob/lever always free for immediate exit. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever is always free for immediate egress.

L9076 F06  
LV9076

### Classroom Holdback Lock

Latchbolt retracted by knob/lever from either side unless outside is locked by key. When locked, latchbolt retracted by key outside or knob/lever inside. Auxiliary latch deadlocks latchbolt when door is closed. Depress inside knob/lever and turn key 360° for holdback feature. Inside lever is always free for immediate egress.

L9080 F07  
LV9080

### Storeroom Lock

Latchbolt retracted by key outside or by knob/lever inside. Outside knob/lever is always inoperative. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever is always free for immediate egress.

L9080EL  
LV9080EL

### Electrically Locked (Fail Safe)

Outside knob/lever continuously locked by 24V AC or DC. Latchbolt retracted by key outside or by knob/lever inside. Switch or power failure allows outside knob/lever to retract latchbolt. Auxiliary latch deadlocks latchbolt when door is closed. Inside knob/lever always free for immediate exit. Inside lever is always free for immediate egress.

Schlage ANS1

L9080EU  
LV9080EU

### Electrically Unlocked (Fail Secure)

Outside knob/lever unlocked by 24V AC or DC. Latchbolt retracted by key outside or knob/lever inside. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever is always free for immediate egress.

L9080EL-RX / LV9080EL-RX  
L9080EU-RX / LV9080EU-RX

### Request to Exit (RX) Electrified Lock

Same as L9080EL and L9080EU functions. In addition, a micro-switch positioned inside the lock case monitors the retractor crank, and is actuated when rotation of the inside or outside knob/levers rotates the retractor hub. The switch signals the use of that opening to security systems, allowing a non-disruptive means of immediate egress. Specify per L283-263 with L functions, specify L283-239 with LV functions. Inside lever is always free for immediate egress.

# VON DUPRIN. 6212, 6212WF Electric Strikes

## 6212

Electric strike for use with mortise locks without deadbolt or cylindrical locks on single door, hollow metal or aluminum frame applications. Fits modified ANSI 116.2 cutout. Designed to replace Von Duprin 3146.

## 6212WF

Electric strike for use with mortise locks without deadbolt or cylindrical locks on single door, wood frame applications.

Note: Strike pocket insert is furnished for use with Von Duprin 7500 mortise lock.

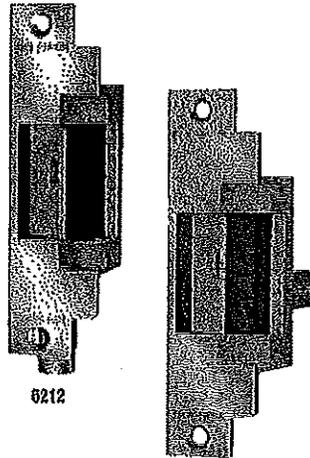
## FEATURES

- Stainless Steel Construction
- Accepts  $\frac{3}{4}$ " (19mm) Throw Latchbolt
- Six Finishes
- Non-handed
- Fall Secure.
- Horizontally Adjustable
- Plug Connectors

## OPTIONS

- FS (Fail Safe)
- DS or DS-LG (Dual Monitor Switches)
- EB (Entry Buzzer)

Strike mounting tabs are furnished for use with modified ANSI 116.2 cutout. Tab can be machine screw mounted or welded in place.



6212

6212WF

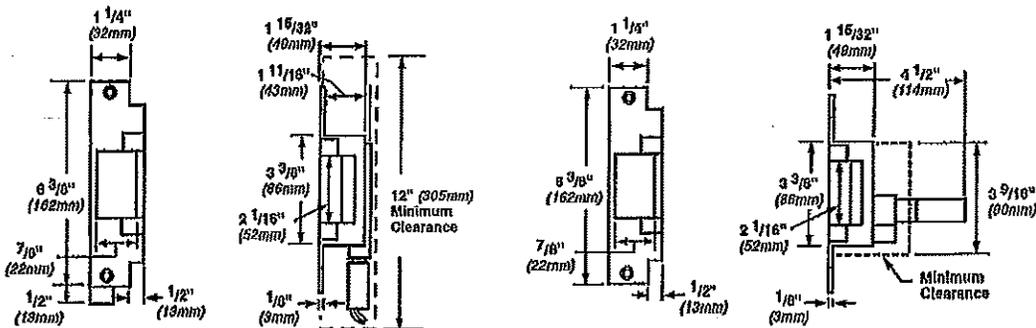
SPECIFICATIONS	12V	24V
Resistance in Ohms: ±10% @ 70°F	21	82
Watt-sealed @ 70°F	7.5	8
Amps-sealed @ 70°F	.8	.33
Amps-Inrush @ 70°F	16	33

UL listed Burglary Resistant CVXY and Electric Strike for fire doors or frames GXAY (fail secure only). ANSI E69321

## DIMENSIONS AND CONFIGURATIONS

6212

6212WF



RESOLUTION NO. 2016-174

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 35 IN THE AMOUNT OF \$5,684.00 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. 35 for a net Increase of \$5,684.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 35; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has increased by \$5,684.00 in accordance with Contract Change Order No. 35 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

---

Gordon Canfield, Mayor

Attest:

---

P. Kay Cmelik, City Clerk



# Change Order Proposal Transmittal

RDG Planning & Design | 301 Grand Ave Des Moines IA 50309 United States

PROJECT	Grinnell, City of - Main Street Facades 2014.468.00	DATE SENT	8/29/2016
SUBJECT	819 window sizes	CHANGE ORDER PROPOSAL ID	COP-00035
TYPE	Change Order Proposal	TRANSMITTAL ID	00101
PURPOSE	Recommendation	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Naura Godar	RDG Planning & Design	ngodar@rdgusa.com	(515) 288-3141

TO

NAME	COMPANY	EMAIL	PHONE
Russ Behrens	City of Grinnell	citymanager@grinnelliowa.gov	(641) 236-2600
P. Kay Cmelik	City of Grinnell	kcmelik@grinnelliowa.gov	641-236-2601
dneff@grinnelliowa.gov		dneff@grinnelliowa.gov	

REMARKS: Windows at lower floor of 819 were taller onsite than drawings identified them.  
 Cost is fair for work provided.  
 RDG recommends acceptance.

Naura Heiman Godar, AIA

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	8/23/2016	COR 35.pdf				

**GARLING CONSTRUCTION INC**  
1120 11TH STREET  
BELLE PLAINE, IA 52208  
(319) 444-3409

# Change Order Request

08/23/2016

**Project:** GRINNELL FACADE

**To:** Scotney Fenton  
RDG Planning and Design  
301 Grand Avenue  
Des Moines, IA 50309  
(515) 288-3141

**Contract :** 5395  
**Change Order:** 35

**Owner/GC CP:**

**Reference:**

**Section:**

**RE:** UP SIZED WINDOWS

**Requested By:** owner

**Respond By:** 8/30

**Scope of Work:**

This is for the increased size of windows on 819 south side windows.

Adams Arch.	\$ 5117.00
Garling 10%	\$ 511.00
Bond 1%	\$ 56.00
Total	\$ 5684.00

**Signed:** Greg Garman

**Signed:**

GARLING CONSTRUCTION INC

By: Greg Garman  
Date: 8/23/16

By:  
Date:



ADAMS ARCHITECTURAL MILLWORK CO.  
2225 KERPER BLVD., DUBUQUE, IOWA  
563.690.1358 P.  
888.285.8120 P.  
563.557.8852 F.  
WWW.ADAMSARCH.COM

---

DATE: AUGUST 17, 2016

PROJECT: GRINNELL FAÇADE RENOVATIONS

RE: 819 BROAD ST CHANGE ORDER

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The original documents had the windows scaled to a width of 3'6" and a height of 8'6".

Field measurements showed that the windows actually varied in width slightly from 3'7" to 4'0", and the height of these windows was actually 11'2". This created a significant increase in cost.

The original contract amount for this address was:	\$ 8,259.81
The adjusted sell price of these windows is:	<u>\$13,376.83</u>
Creating a deficit of:	\$ 5,117.02

Your prompt attention is appreciated.

**Notes: Important – Please Read**

**TERMS & CONDITIONS:**

- SALES TAX NOT INCLUDED.
- IF SHIPPING IS INCLUDED, ALL ITEMS ARE F.O.B. FROM ADAMS ARCHITECTURAL MILLWORK DOCK.
- 30% DOWN PAYMENT, FINAL PAYMENT DUE PRIOR TO SHIPMENT.
- FIELD MEASUREMENTS - TO BE COMPLETED BY INSTALLING CONTRACTOR.
- INSTALLATION NOT INCLUDED.
- WE ARE A MANUFACTURER/SUPPLIER – NO RETAINAGE ALLOWED.
- CANCELLATION: DOWN PAYMENT IS FORFEITED IF ORDER IS CANCELLED.
- CHANGES IN THE SIZE OF PRODUCT ORDERED COMPARED TO THE QUOTE/BID WILL HAVE AN EFFECT ON THE FINAL PRICE AND MAY REQUIRE A PRICE REVISION.
- CHANGES IN QUANTITY OF PRODUCT ORDERED COMPARED TO THE QUOTE MAY HAVE AN EFFECT ON PRICE.
- WORK IN PROGRESS CANNOT BE CHANGED WITHOUT A WRITTEN CHANGE ORDER.
- THIS BID IS BASED ON AVAILABLE INFORMATION. ANY REVISIONS REQUIRED AT A LATER DATE WILL BE SUBJECT TO PRICE REVIEW.
- CLERICAL ERRORS ARE SUBJECT TO CORRECTION.
- WE RESERVE THE RIGHT TO WITHDRAW THIS BID IF IT IS NOT ACCEPTED IN 30 DAYS.

THANKS,  
ADAMS ARCHITECTURAL MILLWORK CO.

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RESOLUTION NO. 2016-175

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 36 IN THE AMOUNT OF \$2,546.00 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. 36 for a net Increase of \$2,546.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 36; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has increased by \$2,546.00 in accordance with Contract Change Order No. 36 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

---

Gordon Canfield, Mayor

Attest:

---

P. Kay Cmelik, City Clerk



# Change Order Proposal Transmittal

RDG Planning & Design | 301 Grand Ave Des Moines IA 50309 United States

PROJECT	Grinnell, City of - Main Street Facades 2014.468.00	DATE SENT	8/29/2016
SUBJECT	(PR #36) 829 cornice	CHANGE ORDER PROPOSAL ID	COP-00036
TYPE	Change Order Proposal	TRANSMITTAL ID	00103
PURPOSE	Recommendation	VIA	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Naura Godar	RDG Planning & Design	ngodar@rdgusa.com	(515) 288-3141

TO

NAME	COMPANY	EMAIL	PHONE
Russ Behrens	City of Grinnell	citymanager@grinnelliowa.gov	(641) 236-2600
P. Kay Cmelik	City of Grinnell	kcmelik@grinnelliowa.gov	641-236-2601
dneff@grinnelliowa.gov		dneff@grinnelliowa.gov	

REMARKS: Owner asked that the upper cornice be painted in their scope of work.

Cost is fair for work described herein.

RDG Recommends acceptance.

Naura Heiman Godar

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NUMBER	SCALE	SIZE	NOTES
1	8/26/2016	COR 36.pdf				

**GARLING CONSTRUCTION INC**  
1120 11TH STREET  
BELLE PLAINE, IA 52208  
(319) 444-3409

## Change Order Request

08/26/2016

**Project:** GRINNELL FACADE

**To:** Scotney Fenton  
RDG Planning and Design  
301 Grand Avenue  
Des Moines, IA 50309  
(515) 288-3141

**Contract:** 5395  
**Change Order:** 36

**RE:** Paint cornice at top of 829

**Requested By: Owner**

**Respond By: 8/30/16**

### Scope of Work:

This is for the repainting of the cornice atop 829 broad street. To sand rust off and prim repaint all Metal and darken highlighted areas

TYCO	\$ 2400.00
Garling 5%	\$ 120.00
Bond 1%	\$ 16.00
Total	\$ 2546.00

**Signed: Greg Garman**

**Signed:**

GARLING CONSTRUCTION INC

By: Greg Garman  
Date: 8/26/16

By:  
Date:

**TY-CO PAINTING, INC.**

2850 Winchester Dr. Marion, IA. 52302  
319-377-9723 / 319-373-2273fax / 551-4143cell

Submitted

August 18,2016

**TO: GARLING CONSTRUCTION Greg**

**RE: GRINNELL FACADE REHABILITATION**

**We hereby propose to furnish the materials and perform the labor necessary per plans and specifications for the completion of:**

**Paint Improvements at 829**

**Upper Trim Painting**

**Add \$2,400.00**

**All material is guaranteed to be as specified, and the work to be performed in accordance with the drawing specifications. Any alteration or deviation from specifications will be executed only upon written orders, and will become an extra charge over and above the base bid.**

**Respectfully Submitted**

*Tyrone C. Meyer*

319-551-4143

**RESOLUTION NO. 2016-176**

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 7 IN THE AMOUNT OF \$233,007.45 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. 7 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. 7; 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 \$233,007.45 to for the Garling Construction of Belle Plaine, Iowa for the CDBG Downtown Revitalization Façade Project.

Passed and adopted this 6th day of September 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 # 7 PERIOD THRU: 08/31/2016 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			

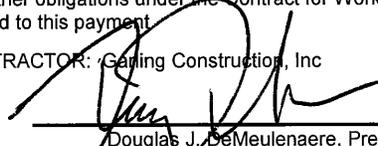
**CONTRACTOR'S SUMMARY OF WORK**

Application is made for payment as shown below.  
Continuation Page is attached.

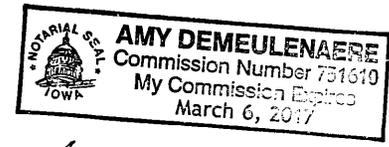
1. CONTRACT AMOUNT	\$982,000.00
2. SUM OF ALL CHANGE ORDERS	\$2,665.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$984,665.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$808,642.00
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$40,432.10
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$40,432.10
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$768,209.90
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$535,202.45
8. PAYMENT DUE	<b>\$233,007.45</b>
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$216,455.10

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$73,936.00	(\$113,949.00)
Total approved this month	\$42,678.00	\$0.00
<b>TOTALS</b>	<b>\$116,614.00</b>	<b>(\$113,949.00)</b>
<b>NET CHANGES</b>	<b>\$2,665.00</b>	

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: 08/29/2016  
Douglas J. DeMeulenaere, President

State of: Iowa  
County of: Benton  
Subscribed and sworn to before me this 29th day of August 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..... **\$233,007.45**

(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 Godar** Date: **8/31/16**

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 #: 7  
DATE OF APPLICATION: 08/29/2016  
PERIOD THRU: 08/31/2016  
PROJECT #s: 5395-15

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Address: 815	\$120,212.00	\$91,627.00	\$14,585.00	\$0.00	\$106,212.00	88.4%	\$14,000.00	
2	Address: 817	\$165,824.00	\$107,612.00	\$50,000.00	\$0.00	\$157,612.00	95.0%	\$8,212.00	
3	Address: 819	\$93,294.00	\$75,376.00	\$12,000.00	\$0.00	\$87,376.00	93.7%	\$5,918.00	
4	Address: 824	\$21,747.00	\$16,147.00	\$5,600.00	\$0.00	\$21,747.00	100.0%	\$0.00	
5	Address: 829	\$74,178.00	\$19,178.00	\$45,000.00	\$0.00	\$64,178.00	86.5%	\$10,000.00	
6	Address: 831	\$102,062.00	\$78,262.00	\$18,800.00	\$0.00	\$97,062.00	95.1%	\$5,000.00	
7	Address: 835	\$54,004.00	\$41,004.00	\$9,000.00	\$0.00	\$50,004.00	92.6%	\$4,000.00	
8	Address: 837	\$65,265.00	\$28,240.00	\$27,000.00	\$0.00	\$55,240.00	84.6%	\$10,025.00	
9	Address: 917	\$45,908.00	\$2,610.00	\$43,298.00	\$0.00	\$45,908.00	100.0%	\$0.00	
10	Address: 919	\$95,731.00	\$3,710.00	\$92,021.00	\$0.00	\$95,731.00	100.0%	\$0.00	
11	Address: 923	\$143,775.00	\$53,775.00	\$29,000.00	\$0.00	\$82,775.00	57.6%	\$61,000.00	
100.1	Change Order 1	(\$113,949.00)	\$0.00	(\$113,949.00)	\$0.00	(\$113,949.00)	100.0%	\$0.00	
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	\$761.00	\$0.00	\$44,981.00	100.0%	\$0.00	
100.4	Change Order 4	\$6,843.00	\$0.00	\$6,843.00	\$0.00	\$6,843.00	100.0%	\$0.00	
100.5	Change Order 5	\$42,678.00	\$0.00	\$5,312.00	\$0.00	\$5,312.00	12.4%	\$37,366.00	
<b>TOTALS</b>		\$984,665.00	\$563,371.00	\$245,271.00	\$0.00	\$808,642.00	82.1%	\$176,023.00	

RESOLUTION NO. 2016-177

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 3 IN THE AMOUNT OF \$1,149.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct, Inc. has submitted Contract Change Order No. 3 for a net increase of \$1,149.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 3; and

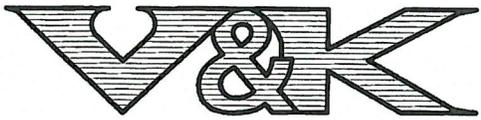
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$1,149.00 in accordance with Contract Change Order No. 3 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 3**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 3 is to add the repairs to an older, 4inch water main at the intersection of Broad and 2<sup>nd</sup> Street. The failure occurred when work was being done in the area but cannot be definitively attributed to the actions of the contractor.

Lump Sum repair of \$1,149

Change Order No. 3 increases the contract by \$1,149.00

**Con-Struct Inc.**

By \_\_\_\_\_

Title General Manager

Date 8/29/16

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By \_\_\_\_\_

Title P.M.

Date 8/29/16

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2016-178

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 4 IN THE AMOUNT OF \$1,827.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 4 for a net increase of \$1,827.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 4; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$1,827.00 in accordance with Contract Change Order No. 4 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 4**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 4 is to add half of the cost for a retaining wall near the new Mayflower building on the west side of Broad Street. This wall was needed for the grade differential built in following their construction. Total cost was \$3,654. The other half is being paid by Mayflower.

Lump Sum for half of retaining wall is \$1,827

Change Order No. 4 increases the contract by \$1,827.00

**Con-Struct Inc.**

By [Signature]  
Title General Manager  
Date 8/29/16

**VEENSTRA & KIMM, INC.**

By [Signature]  
Title P.M.  
Date 8/29/16

**CITY OF GRINNELL**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

RESOLUTION NO. 2016-179

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 5 IN THE AMOUNT OF \$6,500.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 5 for a net increase of \$6,500.00 and

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

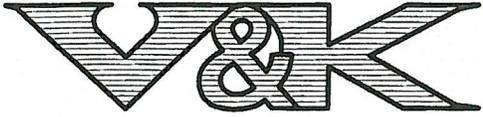
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$6,500.00 in accordance with Contract Change Order No. 5 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 5**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 5 is to add a new water service to the existing Community center building. This water service is sized for the need to sprinkle the building with the change in use and ownership. This saves the street patching and repairs that would have been needed if not done at this time.

Lump Sum for the installation of the new upgraded water service is \$6,500.00

Change Order No. 5 increases the contract by \$6,500.00

**Con-Struct Inc.**

By *[Signature]*

Title *General Manager*

Date *8/29/16*

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By *[Signature]*

Title *P.M.*

Date *8/29/16*

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2016-180

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 6 IN THE AMOUNT OF \$5,500.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 6 for a net increase of \$5,500.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 6; and

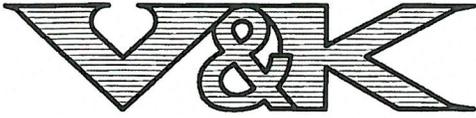
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$5,500.00 in accordance with Contract Change Order No. 6 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 6**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 6 is to add the removal and replacement of an existing storm water intake at the corner of 4<sup>th</sup> Avenue and Park Street. It was originally thought to save this structure, but as construction took place adjacent to the intake, it became obvious that removal and replacement would be needed.

Lump Sum for the installation of the new SW 507 modified intake is \$5,500.00

Change Order No. 6 increases the contract by \$5,500.00

**Con-Struct Inc.**

By *[Signature]*

Title *General Manager*

Date *8/29/16*

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By *[Signature]*

Title *P.M.*

Date *8/29/16*

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2016-181

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 7 IN THE AMOUNT OF \$10,350.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 7 for a net increase of \$10,350.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 7; and

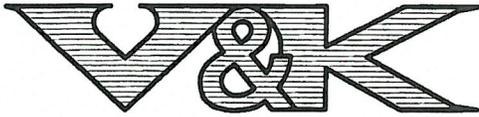
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$10,350.00 in accordance with Contract Change Order No. 7 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 7**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 7 (and Change Orders 8 and 9) is associated with the poor soils conditions experienced following pavement removal on Park Street between 4<sup>th</sup> and 5<sup>th</sup> Avenues. This change is for the addition of 230 LF of 10 inch perforated HDPE pipe that helps drain the soils in the area, as well as pick up roof drain connections to the adjacent church.

230 LF of 10 inch diameter perforated pipe at \$45.00 per lineal foot

Change Order No. 7 increases the contract by \$10,350.00

**Con-Struct Inc.**

By *[Signature]*

Title *General Manager*

Date *8/29/16*

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**VEENSTRA & KIMM, INC.**

By *[Signature]*

Title *P.M.*

Date *8/29/16*

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2016-182

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 8 IN THE AMOUNT OF \$7,800.00 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 8 for a net increase of \$7,800.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 8; and

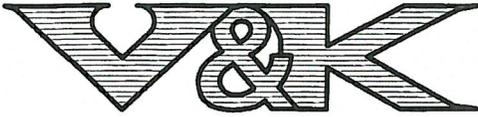
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$7,800.00 in accordance with Contract Change Order No. 8 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 8**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 8 (and Change 9) is associated with the poor soils conditions experienced following pavement removal on Park Street between 4<sup>th</sup> and 5<sup>th</sup> Avenues. This change is for the addition of over-excavating the poor soils out in preparation for placement of 3 inch stabilizing stone. The unit price includes the excavating, hauling and waste of the wet materials.

600 cubic yards at \$13.00 per cubic yard

Change Order No. 8 increases the contract by \$7,800.00

**Con-Struct Inc.**

By *[Signature]*

Title *General Manager*

Date *8/29/16*

**VEENSTRA & KIMM, INC.**

By *[Signature]*

Title *P.M.*

Date *8/29/16*

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO. 2016-183

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 9 IN THE AMOUNT OF \$21,215.80 FOR A NET INCREASE TO THE CONTRACT WITH CONSTRUCT, INC FOR CENTRAL BUSINESS DISTRICT PHASE 5 IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct Inc. of Marshalltown, Iowa on March 21, 2016; and

WHEREAS, Con-Struct Inc. has submitted Contract Change Order No. 9 for a net increase of \$21,215.80 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 9; and

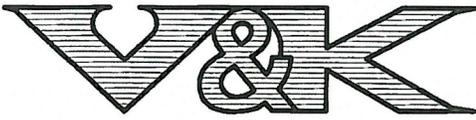
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$21,215.80 in accordance with Contract Change Order No. 9 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date August 29, 2016

**CHANGE ORDER NO. 9**

CITY OF GRINNELL, IOWA  
CBD Phase 5

Change Order No. 9 (as well as Change Orders 7 and 8) is associated with the poor soils conditions experienced following pavement removal on Park Street between 4<sup>th</sup> and 5<sup>th</sup> Avenues. This change is for the addition of 3 inch stabilizing stone. The unit price includes the excavating, hauling and waste of the wet materials.

902.80 tons of 3-inch stabilizing stone at \$23.50 per ton

Change Order No. 9 increases the contract by \$21,215.80

**Con-Struct Inc.**

By [Signature]

Title General Manager

Date 8/29/16

**VEENSTRA & KIMM, INC.**

By [Signature]

Title P.M.

Date 8/29/16

**CITY OF GRINNELL**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION NO. 2016-184**

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 4 IN THE AMOUNT OF \$504,095.74 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. 4 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. 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 \$504,095.74 to for the Con-Struct, Inc. of Marshalltown, Iowa for the Central Business District Phase 5 Project.

Passed and adopted this 6th day of September 2016.

---

Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk/Finance Director

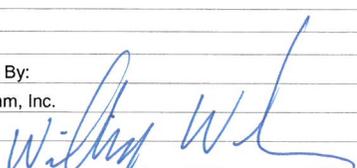
# Con-Struct Inc.

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

Partial Payment Estimate No. 4							
Grinnell CBD Improvements Phase 5							
							Ending 8/26/16
Item No.	Description Of Item On Which Item Is Based	Bid Quantity	To Date Quantity	Period Quantity	Unit	Unit Price	Total Completed To Date
<b>Base Bid</b>							
1.1	Construction Staking	1	0.35	0.10	LS	\$38,200.00	\$13,370.00
1.2	Traffic Control	1	0.35	0.10	LS	\$25,000.00	\$8,750.00
1.3	Mobilization	1	0.35	0.10	LS	\$150,000.00	\$52,500.00
1.4	Clearing and Grubbing	1			LS	\$10,000.00	\$0.00
1.5	Erosion Control and Pollution Prevent Plan	1	0.35	0.10	LS	\$14,000.00	\$4,900.00
1.6	Safety Closure	22	12.00	4.00	EA	\$110.00	\$1,320.00
1.7	Safety Fence	30	32.00	7.00	STA	\$500.00	\$16,000.00
1.8	Signing	1	0.20	0.20	LS	\$20,000.00	\$4,000.00
1.9	Unclassified Excavation	1	0.35	0.10	LS	\$150,000.00	\$52,500.00
1.10	Surfacing Removal	21679	12049.00	3859.00	SY	\$7.00	\$84,343.00
1.11	Granular Backfill	4500	1642.35	910.80	TONS	\$18.00	\$29,562.30
1.12	Sodding	450	395.00	75.00	SQ	\$78.00	\$30,810.00
1.13	Temporary Granular Surfacing	150	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	265.00	125.00	LF	\$20.00	\$5,300.00
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	8.00	2.00	EA	\$700.00	\$5,600.00
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	1.00	1.00	EA	\$5,000.00	\$5,000.00
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	116.00	116.00	LF	\$60.00	\$6,960.00
1.26.3	15" RCP Class 3	139	38.00		LF	\$60.00	\$2,280.00
1.26.4	18" RCP Class 3	174	323.00	192.00	LF	\$62.00	\$20,026.00
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	2.00	2.00	EA	\$1,500.00	\$3,000.00
1.29.3	Water, Minor	1	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	4.50	0.50	EA	\$3,600.00	\$16,200.00
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

# Con-Struct Inc.

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

1.31.4	SW-511	1	1.00	1.00	EA	\$3,000.00	\$3,000.00
1.31.5	SW-541	5	1.50	1.50	EA	\$5,000.00	\$7,500.00
1.32	4" Longitudinal Subdrain	6960	2835.00	905.00	LF	\$13.00	\$36,855.00
1.33	Subdrain Cleanout	12	9.00	3.00	EA	\$500.00	\$4,500.00
1.34	Modified Subbase	21370	8658.30	2889.00	SY	\$10.00	\$86,583.00
1.35	PCC Pavement						
1.35.1	7"	18923	6161.00	2649.70	SY	\$52.00	\$320,372.00
1.35.2	Tunnel Approach	100	54.00		SY	\$150.00	\$8,100.00
1.35.3	Patching	105			SY	\$100.00	\$0.00
1.36	6" PCC Drive	883	1916.20	1023.00	SY	\$55.00	\$105,391.00
1.37	5" PCC Sidewalk	5823	1786.00	769.00	SY	\$50.00	\$89,300.00
1.38	Detectable Warnings	606	216.00		SF	\$32.00	\$6,912.00
1.39	Pavement Markings						
1.39.1	Waterborne/Solvent	48	5.85		STA	\$100.00	\$585.00
1.39.2	Durable	26	3.45		STA	\$175.00	\$603.75
1.40	Pavement Symbols	11	2.00		EA	\$280.00	\$560.00
1.41	Pavers						
1.41.1	Paver 1	3236			SF	\$11.00	\$0.00
1.41.2	Paver 4	2003	1038.00		SF	\$13.00	\$13,494.00
1.42	Sand Setting Bed	5239	1038.00		SF	\$0.75	\$778.50
1.43	Light Footings	41	9.00	3.00	EA	\$700.00	\$6,300.00
1.44	Light Poles	41	9.00	9.00	EA	\$2,270.00	\$20,430.00
1.45	2 Globe Fixtures	41	9.00	9.00	EA	\$2,270.00	\$20,430.00
1.46	Electrical System	1	0.23	0.15	LS	\$137,600.00	\$31,648.00
1.47	Control Cabinet	1			LS	\$14,175.00	\$0.00
	Total Base Bid						\$1,141,696.55
	<b>Alternate 2</b>						
2.1	Convert 2-Globe Fixtures to LED	54	2		EA	\$1,425.00	\$2,850.00
2.2	Convert 4-Globe Fixtures to LED	22	22		EA	\$2,760.00	\$60,720.00
	Total Alternate 2 Bid						\$63,570.00
	<b>Change Orders</b>						
C.O. 1	Geogrid	5000	4877		SY	\$5.00	\$24,385.00
C.O. 2	HDPE Conduits (Deduct)	1			LS	-\$2,400.00	\$0.00
C.O. 3	Fix 4" Water Main on Broad Street	1	1	1	LS	\$1,149.00	\$1,149.00
C.O. 4	Stone Wall on Broad Street	1	1	1	LS	\$1,827.00	\$1,827.00
C.O. 5	8" Water Service to Community Center Bldg.	1	1	1	LS	\$6,500.00	\$6,500.00
C.O. 6	SW-507 Intake, Modified	1	1	1	LS	\$5,500.00	\$5,500.00
C.O. 7	10" Perforated Pipe	230	230	230	LF	\$45.00	\$10,350.00
C.O. 8	Over-ex on Park Street between 4th and 5th	600	600	600	CY	\$13.00	\$7,800.00
C.O. 9	3" Stabilization Stone	902.80	902.80	902.80	TONS	\$23.50	\$21,215.80
	Total Change Orders						\$78,726.80
	Total Contract Sum						\$3,512,898.25
	Net Change Orders						\$78,726.80
	Contract Sum to Date						\$3,591,625.05
	Stored Materials						\$0.00
	Total Completed To Date						\$1,283,993.35
	5% Retainage						\$64,199.67
	Total Earned Less Retainage						\$1,219,793.68
	Less Previous Certificates for Payment						\$715,697.94
	Current Payment Due						<b>\$504,095.74</b>
	Balance To Finish, Including Retainage						\$2,371,831.37
Recommended By:	Veenstra & Kimm, Inc.			Approved By:	City of Grinnell		
Signature				Signature			
Name	William Weber			Name			
Title	Project Engineer			Title			
Date	8/29/16			Date			

RESOLUTION NO. 2016-185

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$370,905.55 FOR A NET INCREASE TO THE CONTRACT WITH BUSHONG CONSTRUCTION COMPANY

WHEREAS, the City of Grinnell did enter into a contract with Bushong Construction Company of Montezuma, Iowa on May 16, 2016; and

WHEREAS, Bushong Construction Company has submitted Contract Change Order No. 1 for the following:

1. Additional Concrete
  - a. Patio, Sidewalks, Stairs, Parking, etc.
2. Storm Water Detention
  - a. Larger Piping, Underground Storage, Sump Pumps/Vault, Power/Back-up generator, etc.
3. Retaining Wall/Masonry Seat Wall
4. Sod at regraded/sloped areas.

for a net increase of \$370,905.55 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 1; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract amount has decreased by \$370,905.55 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 6th day of September, 2016.

---

Gordon Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk

## Change Order

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

**PROJECT** (Name and address)  
 Grinnell Central Park Improvements  
 927 4th Ave.  
 Grinnell, IA 50012

**CHANGE ORDER NUMBER:** 01 (REVISED)

**DATE:** 09/01/2016

**ARCHITECT'S PROJECT NUMBER:** 2013.527.02

**TO CONTRACTOR** (Name and address)  
 Bushong Construction Company, Inc.  
 704 E. Wood St.  
 Montezuma, IA 50171

**CONTRACT DATE:** May 19, 2016

**CONTRACT FOR:** Stipulated Sum

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The following CORs are included and attached for your reference:

- COR #001 (remove gutters, add terra cotta, etc.) decreases the contract sum by \$1,675.00
  - COR #002 (provide Glen-Gery brick in lieu of Belden) decreases the contract sum by \$10,000.00
  - COR #003 (add handrails at gazebo stairs) increases the contract sum by \$2,017.00
  - COR #004 (changes in water connections at mechanical room) increases the contract sum by \$4,904.55
  - COR #006 (Vets Building Site Patio, Parking, sidewalks, stairs, retaining walls, & storm water detention) increases the contract sum by \$375,659.00
- In total, this change order will increase the contract sum by \$370,905.55

The original Contract Sum was	\$	2,706,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,706,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	370,905.55
The new Contract Sum including this Change Order will be	\$	3,076,905.55

The Contract Time will be unchanged.

The date of Substantial Completion as of the date of this Change Order therefore is May 31, 2017.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change 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  
**ARCHITECT** (Firm name)

301 Grand Avenue  
 Des Moines, IA 50309

**ADDRESS**



**BY** (Signature)

Bruce Niedermeyer, Project Manager  
 (Typed name)

09/01/2016

**DATE**

Bushong Construction Company, Inc.  
**CONTRACTOR** (Firm name)

704 E. Wood Street  
 Montezuma, IA 50171

**ADDRESS**



**BY** (Signature)

John Bushong, Vice President  
 (Typed name)

9/1/16

**DATE**

City of Grinnell, IA

**OWNER** (Firm name)

927 4th Avenue  
 Grinnell, IA 50112

**ADDRESS**



**BY** (Signature)

Gordon Canfield, Mayor  
 (Typed name)

DATE

# Bushong Construction Company, Inc.

---

Bill Bushong  
John Bushong

704 E. Wood, P.O. Box 696  
Montezuma, Iowa 50171

Telephone 641-623-5457  
Fax 641-623-3625

July 28, 2016

**COR# 001**

City of Grinnell  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50112

RE: Central Park Improvements

Russ:

Bushong Construction Company submits the following Change Order Request for  
PR01R – Removing Gutters from Stage and Shelter House

<b>Downspout Connections</b>	<b>\$ - 1,200.00</b>
<b>Terra Cotta – Masonry</b>	<b>\$ 14,365.00</b>
<b>Decorative Metals Material</b>	<b>\$ - 860.00</b>
<b>Decorative Metals Labor</b>	<b>\$ - 540.00</b>
<b>Glue Lam Credit</b>	<b>\$ - 2,500.00</b>
<b>Painting</b>	<b>\$ - 240.00</b>
<b>Built in Gutters and Downs</b>	<b>\$ - 10,700.00</b>
<b>Total Credit:</b>	<b>\$ - 1,675.00</b>

Please contact me if you have questions. Thank you.



Doug Mertens  
Project Manager  
Cell #: 641-325-2001

American Masonry

821 5<sup>th</sup> Avenue # 203 Phone (641) 236-6800

Grinnell, Iowa 50112 Fax (641) 236-6801

Date: 11 July 2016

Job Name/Number: Grinnell Central Park Improvements 2013.527.02

Change Order Request Number: 1

Original scope of work to be completed: fascia with built in gutters

Change to/of original scope of work to be completed: Remove the fascia and built in gutters and install an additional six (6) terra cotta panels

Reason for change: PR - 01

Change in cost: Add an additional fourteen thousand, three hundred sixty-five dollars and thirty cents. (\$14,365.30)

Materials	
(6) additional panels at \$1,350.00 each =	\$8,100.00
Additional mortar	\$ 38.00
Mark up 10%	\$ 813.80
Labor	\$5,413.50
	<hr/>
Total	\$14,365.30

# Bushong Construction Company, Inc.

---

Bill Bushong  
John Bushong

704 E. Wood, P.O. Box 696  
Montezuma, Iowa 50171

Telephone 641-623-5457  
Fax 641-623-3625

July 28, 2016

**COR# 002**

City of Grinnell  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50112

RE: Central Park Improvements

Russ:

Bushong Construction Company submits the following Change Order Request for PR02  
– Face Brick Manufacturer Change

<b>Belden to Glen-Gery</b>	<b>\$ - 10,000.00</b>
<b>Total Credit:</b>	<b><u>\$ - 10,000.00</u></b>

Please contact me if you have questions. Thank you.



Doug Mertens  
Project Manager  
Cell #: 641-325-2001

American Masonry

821 5<sup>th</sup> Avenue # 203 Phone (641) 236-6800

Grinnell, Iowa 50112 Fax (641) 236-6801

Date: 11 July 2016

Job Name/Number: Grinnell Central Park Improvements 2013.527.02

Change Order Request Number: 2

Original scope of work to be completed: Using Belden Brick

Change to/of original scope of work to be completed: Substitute Glen-Gery Dark Brown Utility brick – factory cut to meet size requirements as originally specified.

Reason for change: PR - 02

Change in cost: Deduct ten thousand dollars and no cents (\$10,000.00) from our contract price.

# Bushong Construction Company, Inc.

---

Bill Bushong  
John Bushong

704 E. Wood, P.O. Box 696  
Montezuma, Iowa 50171

Telephone 641-623-5457  
Fax 641-623-3625

July 28, 2016

**COR# 003**

City of Grinnell  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50112

RE: Central Park Improvements

Russ:

Bushong Construction Company submits the following Change Order Request for PR03  
– Addition of two galvanized steel tube railings at handrails.

<b>Handrails-epoxy-grout-cores</b>	<b>\$</b>	<b>1,305.00</b>
<b>Labor</b>	<b>\$</b>	<b>290.00</b>
<b>Painting – Sub</b>	<b>\$</b>	<b>250.00</b>
<b>SubTotal:</b>	<b>\$</b>	<b>1,845.00</b>
<b>Bushong Mark Up 10%</b>	<b>\$</b>	<b>159.50</b>
<b>Sub Mark Up 5%</b>	<b>\$</b>	<b>12.50</b>
<b>Total Add:</b>	<b>\$</b>	<b>2,017.00</b>

Please contact me if you have questions. Thank you.



Doug Mertens  
Project Manager  
Cell #: 641-325-2001



# All State Steel LLC

280 50th Avenue SW • Cedar Rapids, IA 52404

Phone (319)373-0291 • Fax (319)373-8451

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July 14, 2016

Doug Mertens  
Bushong Construction  
Montezuma, IA

All State Steel offers to fabricate the following for the Grinnell Central Park Improvements located in Grinnell, IA per RDG drawings dated 07/07/16

## PR #03

**Lump sum of \$1200.00** (no sales tax included) for two (2) galvanized tube steel handrails at relocated gazebo stairs, shop drawings, field measurements, delivered to jobsite

### Excludes:

- Any steel plates above top of steel columns for wood beam connections
- Steel framing and supports for applications where framing and supports are not Specified in other sections
- Miscellaneous steel trim
- Loose bearing and leveling plates for applications where they are not specified in other sections
- No finish paint
- Toilet partition support
- Fencing/Signage
- Steel relating to or for case work
- Cold formed metal framing and or trusses
- All other labor and materials not mentioned in above inclusions
- Grouting labor and materials
- Retain age
- Special permits
- Labor and materials for items on the MEP drawings
- Testing and inspection costs
- Dowel rods and or rebar
- Design and/or engineering services or engineers stamp on drawings
- Tolerances more stringent than AISC Code of Standard Practice, 9<sup>th</sup> Edition
- Temporary bracing or shoring
- Fasteners for other trades

Any materials indicated on Mechanical and or Electrical drawings  
Material escalation of raw materials after bid date.  
Non Ferrous metals  
Roof hatch(s)  
Gauged materials and/or materials not sized on provided drawings  
Special insurances, liquidated damages, delay damages without a specific delivery date, or bonds.

**Terms and Conditions**

Delivery to be determined at time of award  
Our price is good for 10 Days from date of quote.  
Payment terms- Net 10 days. Overdue invoices subject to  
Finance charges at 1½ % per month (A.P.R.-18%) and all  
Collection costs, including attorney's fees”

Thank you for the opportunity to quote this project:

Troy Caspers

Project Estimator  
All State Steel  
319-373-0291 Phone  
319-533-3718 Cell  
319-373-8451 Fax  
[tcaspers@cedarvalleysteel.com](mailto:tcaspers@cedarvalleysteel.com)

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

# Bushong Construction Company, Inc.

---

Bill Bushong  
John Bushong

704 E. Wood, P.O. Box 696  
Montezuma, Iowa 50171

Telephone 641-623-5457  
Fax 641-623-3625

August 30, 2016

**COR# 004**

City of Grinnell  
927 4<sup>th</sup> Avenue  
Grinnell, IA 50112

RE: Central Park Improvements

Russ:

Bushong Construction Company submits the following Change Order Request for PR04 – Mechanical updates at Shelter. Change 1” and 2 ½” water services to one 6” service, supply site water fountain with 1” service out of new mechanical room. Additional plumbing backflow preventers, valves and flanges.

<b>Water Service to 6” in lieu of 2 ½”</b>	<b>\$ No Change</b>
<b>S&amp;S Plumbing</b>	<b>\$ 4,671.00</b>
<b>SubTotal:</b>	<b>\$ 4,671.00</b>
<b>Sub Mark Up 5%</b>	<b>\$ 233.55</b>
<b>Total Add:</b>	<b>\$ 4,904.55</b>

Please contact me if you have questions. Thank you.



Doug Mertens  
Project Manager  
Cell #: 641-325-2001



## Plumbing, Heating and Air Conditioning LLC

550 East South Street Marengo, Iowa 52301

Phone 319-642-5259 Fax 319-642-5559

**Bid Proposal**

**Date 8-12--16**

### Grinnell Central Park Improvements

PR#4

Water main revision

2 additional backflow preventers  
6" flanged tee  
6" valve  
2- 4" valves  
Additional drains from backflow preventers  
Hook up water at drinking fountain and in building  
Additional labor

Material--\$4,569

Labor—8 hrs @ \$75-- \$600

10%---\$517

Deduct of 2 ½" water main--**\$1,015**

Total Add--\$4,671

### **Exclude**

6" water main  
1" water from building to drinking fountain  
Water Meter furnished by owner



Grinnell Central Park		PR006- COR006 Storm Sewer Modification											8/31/2016			Labor Hrs	
Phase	Description	Material			Labor			Equip.	Material	Labor		Subc.	Other	Totals	Sect Total		Dvsn Total
		QT	Unit	Unit Cost	QT	Unit	Unit Cost			HRS	\$						
<b>010</b>	<b>General Requirements</b>																
	Access Roads	16	ton	20.00	16	ton	5.00		320	2.00	80	200			600		
	Layout	1	sub						0	0.00	0	3000			3000		
	Project Manager				20	hrs	65.00		0	20.00	1300				1300		
	Job Estimator				15	hrs	65.00		0	15.00	975				975		
	Administrative Cost				2	hrs	65.00		0	2.00	130				130		
	Job Supervisor				60	hrs	55.00		0	60.00	3300				3300		
	Phase Total															9305	
<b>020-31-32-33</b>	<b>Sitework-Earthwork-Exterior Improvements-Utilities</b>																
<b>024119</b>	<b>Selective Demolition</b>																
<b>312000</b>	<b>Earth Moving</b>																
<b>311000</b>	<b>Site Clearing</b>																
<b>312316.13</b>	<b>Trenching</b>																
	SWWWP	1	sub			cy	5.00		0	0.00	0	300			300		
	Saw Cut	54	lf		54	lf	3.00	162.00	0	3.60	162				324		
	Remove Drive	1260	sf		1260	ls	2.00	500.00	0	56.00	2520	1260			4280		
	Rmve Foundation	40	lf		40	lf	35.00		0	31.11	1400	1200			2600		
	P1 Remove	-18.5	lf	6.40	-18.5	sub			-118	0.00	0	-352			-470		
	S1 Struct Remove	1	ea		1	sub			0	0.00	0	-500			-500		
	P2 Remove	-140	sub	6.40	-140	ls			-896	0.00	0	-2800			-3696		
	S2 Struct Remove	1	ea		1	sub			0	0.00	0	-500			-500		
	P3 Remove	-140	sub	6.40	-133.5	ls			-896	0.00	0	-2670			-3566		
	S3 Struct Remove	1	ea		1	sub			0	0.00	0	-500			-500		
	18" N12	320	lf		320	sub			0	0.00	0	13800			13800		
	P1 New	20	lf		20	sub			0	0.00	0	2500			2500		
	Nyloplast	5	ea		5	sub			0	0.00	0	13800			13800		
	Check Valve	1	ea		1	sub			0	0.00	0	3200			3200		
	12" N12	80	lf		80	sub			0	0.00	0	1600			1600		
	Curb Box	1	ea		1	sub			0	0.00	0	3170			3170		
	8" PVC	100	lf		100	sub			0	0.00	0	2200			2200		
	12" PVC	80	lf		80	sub			0	0.00	0	1760			1760		
	Downspout tiein	5	EA		5	sub			0	0.00	0	2500			2500		
	Misc Fittings	5	EA		5	sub			0	0.00	0	5010			5010		
	Special Structure	1	EA		1	sub			0	0.00	0	28665			28665		
	Lift Station	1	EA		1	sub			0	0.00	0	7170			7170		
	Lift Station - S&S	1	EA		1	sub			0	0.00	0	54120			54120		
	CMP Storm Chmb	1	EA		1	sub			0	0.00	0	35000			35000		
	P50	240	lf		240	sub			0	0.00	0	7452			7452		
	Rock & Grade	1	sub		1	ls			0	0.00	0	500			500	180718.60	



	Sod	8756	sf		ls			0	0.00	0	4500		4500		
	Retaining Wall	43	lf		ls			0	0.00	0	3500		3500		
		1	sub		ls			0	0.00	0			0	8000.00	
<b>334000</b>	<b>Storm Utility Drainage Piping</b>														
<b>334600</b>	<b>Site Subdrainage</b>														
	included in site removals	1	ls sub		ls			0	0.00	0			0		
					ls			0	0.00	0			0	0.00	
	Phase Total														239791
<b>033000</b>	<b>Cast-In-Place Concrete</b>														
	Stoop Ftgs and 5" slab														
	Trench 3500 psi	5	cy	122.00	5	cy	150.00	610	16.67	750			1360		
	5" stoop slab with rebar	2	cy	122.00	64	sf	6.00	244	8.53	384			628		
	Void Form	64	sf	3.75	64	sf	2.00	240	2.84	128			368		
	Reinforcing	500	#	0.65	500	#	0.20	325	2.22	100			425		
	Dig Ftgs	7	cy		7	cy	22.00	0	3.42	154	200		354		
	Edge Form	40	lf	1.00	40	lf	1.50	40	1.33	60			100		35.02
	Sealer/Hardner	64	sf	0.09	64	sf	0.05	6	0.07	3			9	3243.96	35.09
	Concrete Ftgs Bench Wall 60'														
	Spread Ftgs 3500 psi	8.5	cy	122.00	8.5	cy	125.00	1037	23.61	1063			2100		
	6" Agg Base Coarse	8	ton	22.50	8	ton	5.00	180	0.89	40	80		300		
	Reinforcing	1240	#	0.65	1240	#	0.20	806	5.51	248			1054		
	Dig Ftgs	40	cy		40	cy	15.00	400.00	0	13.33	600	600	1600		
	Edge Form	130	lf	1.00	130	lf	1.50	130	4.33	195			325	5378.50	47.68
	Baffle at Special 6'x4'x8"														
	3500 psi	1	cy	122.00	1	cy	350.00	100.00	122	7.78	350		572		
	Reinforcing Radius	150	#	0.65	150	#	0.50	98	1.67	75			173		
	Edge Form	200	lf	1.00	200	lf	1.50	200	6.67	300			500		
	Wall Form	48	sf	3.00	48	lf	5.00	144	5.33	240			384	1628.50	21.44
	Misc Materials	1	ls	500.00				500	0.00	0			500		
	Mesh 6x6-2.9x2.9 8x15		shts	24.52		sf	0.10	0	0.00	0			0	500.00	
	Phase Total														10751
<b>040</b>	<b>Masonry</b>														
<b>042000</b>	<b>Unit Masonry</b>														
<b>044313.13</b>	<b>Stone Masonry</b>														
<b>047200</b>	<b>Cast Stone Masonry</b>														
	American Bench Wall	1	sub		1	ls		0	0.00	0	38350		38350	38350.00	

	Phase Total														38350	0.00
<b>050</b>	<b>Metals</b>															
<b>051200</b>	<b>Structural Steel Framing</b>															
<b>055000</b>	<b>Metal Fabrications</b>															
	Railings at Stairs/Ramps	14	If		14	If	15.00		1600	4.67	210	80		1890		
		1	ls	25.00	1	ea	50.00		25	1.11	50			75	1965.00	
	Phase Total														1965	5.78
<b>070</b>	<b>Thermal</b>															
<b>079200</b>	<b>Joint Sealants</b>															
	included above		sub			sub			0	0.00	0			0	0.00	
	Phase Total														0	0.00
<b>090</b>	<b>Finishes</b>															
<b>099100</b>	<b>Paints and Coatings</b>															
	Paint Railing	1	sub			sub			0	0.00	0	250		250	250.00	
<b>099617</b>	<b>Concrete Sealers</b>															
	inc in concrete		sub			sub			0	0.00	0			0	0.00	
	Phase Total														250	0.00
<b>22-23</b>	<b>Plumbing - HVAC</b>															
Plumbing	Included above in site	1	sub								0			0		
HVAC	Lift Station	1	sub								0			0	0.00	
	Phase Total														0	
<b>26</b>	<b>Electrical</b>															
	Electrical Generator	1	sub						0	0.00	0	49138		49138		
		1	sub						0	0.00	0			0	49138.10	
	Phase Total														49138	

<b>JOB TOTAL</b>						1,162	26035	805	37572	284782	0.00		349,550	741
NET CHANGE									18.53 days	4 men		349550		
Equipment												1162		
Material												26035		
Labor												37572		
Subs												284782		
Others												0		
Sub Total												349550		
Sub Mark up						5.00%						14239		
Bushong Mark up						10.00%						6477		
Bond												5393		
Builders Risk														
1 yr Warranty														
Material %						0.00%						0		
Total Job												375659		

## Doug Mertens

---

**From:** Glen Meisner <G.meisner@mmsconsultants.net>  
**Sent:** Wednesday, August 31, 2016 9:37 AM  
**To:** 'Doug Mertens'  
**Subject:** RE: Grinnell PR 06

Mert,  
I think you better make that number \$3000.00 as there will be several trips.  
Thanks,  
Glen



**MMS Consultants, Inc.**  
*Experts in Planning and Development Since 1975*

### Glen Meisner, P.L.S. & P.E.

*Partner*

Office: (319) 351-8282

Mobile: (319) 631-2705

[G.meisner@mmsconsultants.net](mailto:G.meisner@mmsconsultants.net)

[www.mmsconsultants.net](http://www.mmsconsultants.net)

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**From:** Doug Mertens [mailto:mert@bushongconstruction.com]  
**Sent:** Wednesday, August 31, 2016 9:10 AM  
**To:** Glen Meisner  
**Subject:** Grinnell PR 06

Call with questions

Thank You.

Douglas Mertens  
Project Manager/Estimator  
Bushong Construction Co.  
704 E Wood Street  
Montezuma, IA 50171  
Cell: 641-325-2001  
Office: 641-623-5457  
Fax: 641-623-3625  
[mert@bushongconstruction.com](mailto:mert@bushongconstruction.com)



P.O.Box 457  
Granger, IA 50109

# Estimate

Date	Estimate #
8/29/2016	1005

Name / Address
Bushon Construction 706 E Wood St. Montezuma, IA 50170

			Project
Description	Qty	Rate	Total
Grinnell Central Park Improvements Change order pricing.		0.00	0.00
Retaining Wall: Install 44 feet of block retaining wall using onsite block. Material and labor to install. Material included: base rock, backfill rock, drain tile. This does not include engineering if it would be needed.	1	3,500.00	3,500.00
Sod: Install 90 square of sod. Material and labor to install. This price does not include watering maintenance.	1	4,500.00	4,500.00
Sales Tax		6.00%	0.00
If you have any questions contact Matt at 515-208-5011 or at minerhardscape@gmail.com. Thanks.		<b>Total</b>	<b>\$8,000.00</b>

# Central Park - STREET EXCAVATION

8" Sch 80 240'	\$ 7452.00
18" HDPE (Non Perf) 320'	\$ 13800.00
18" HDPE Under road	\$ 2500.00
Nyloplast drain basins (5)	\$ 13800.00
18" Check valve	\$ <del>1500.00</del> 3200.00
12" HDPE (Non Perf) 80'	\$ 1600.00
Curb Box + grate (531)	\$ <del>4100.00</del> \$ 3170.00
8" PVC Sdr 35 100'	\$ 2200.00
8" Roof drain risers (5)	\$ 2500.00
12" PVC Sdr 35 75'	\$ 6770.00
Special Storm Manhole 541	\$ 37640.00
CMP Storm Chamber 543 + 544	\$ 35,000.00
LIFT Station (Well Dig Only)	\$ <del>1670.00</del> 7,170.00
R1, R2, R3 transformer pad	\$ 500.00

1760.00 PIPE  
5010.00 MISC FITTINGS

\$ 28,166.00

# LL Pelling Co., Inc.

Painting Division  
Marianne Wainwright, Manager/Estimator

Parking Lot & Road Striping  
(319) 362-8037 fax: 365-3903

## PROPOSAL

08/31/16

Project Name: 2016 Grinnell Central Park Handicap Parking Lot Painting  
Project: Grinnell, IA  
To: Doug Mertens / Bushong Construction

We propose to furnish all labor & materials to layout and paint the new concrete handicap parking area with two coats quick dry marking paint:

- 4 parking stalls to curb
- 4 handicap symbols
- 2 handicap unloading stalls
- 4 parking bumpers installed
- 4 handicap signs plate mounted or place in concrete footing

Note: no detail for installation – if core hole is required in concrete lot it is excluded and is to be drilled by others

Includes removal of curing compound prior to painting by grinding

Lump Sum: \$1,930.00

Note: Excludes bonds and dues. Area to be clean and ready for paint by others.  
Other handicap signs and posts pricing available – varies with type of post and installation location. Work to be completed in one trip or additional mobilization charges will apply.

This proposal may be withdrawn by  
LL Pelling if not accepted in 30 days

Quoted by \_\_\_\_\_  
Marianne Wainwright, Manager  
LL Pelling Painting Division

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per unit of measure are based on estimated quantities, and payment will be based on actual quantities placed. 1 ¼% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner. No retainage to be withheld on contract amounts of \$15,000 or less, due upon receipt.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be due upon receipt of invoice.

Signature \_\_\_\_\_ Date \_\_\_\_\_

American Masonry

821 5<sup>th</sup> Avenue # 203 Phone (641) 236-6800

Grinnell, Iowa 50112 Fax (641) 236-6801

Date: 30 August 2016

Job Name/Number: Grinnell Central Park Improvements 2013.527.02

Change Order Request Number: 3

Original scope of work to be completed: nothing

Change to/of original scope of work to be completed: Masonry bench wall at South entrance of Veterans Memorial Building

Reason for change: PR - 06

Change in cost: Add an additional thirty-eight thousand, three hundred fifty dollars and no cents (\$38,350.00) to our contract price.

Materials \$17,853.00

(60) 8x4x16, (855) 8x8x16, (120) 6x8x16 solids, (1,575) brick, (150') flashing, (500') 8" lad, (1 box) cell vents, Edwards cast stone, mortar, grout and labor.

Labor \$20,497.00



# All State Steel LLC

280 50th Avenue SW • Cedar Rapids, IA 52404

Phone (319)373-0291 • Fax (319)373-8451

---

August 26, 2016

Doug Mertens  
Bushong Construction  
Montezuma, IA

All State Steel offers to fabricate the following for the Grinnell Central Park Improvements located in Grinnell, IA per RDG drawings dated 07/07/16

## PR #06

**Lump sum of \$1600.00** (no sales tax included) for two (2) galvanized 1" pipe steel handrails at Vets building, shop drawings, field measurements, delivered to jobsite

### Excludes:

- Any steel plates above top of steel columns for wood beam connections
- Steel framing and supports for applications where framing and supports are not Specified in other sections
- Miscellaneous steel trim
- Loose bearing and leveling plates for applications where they are not specified in other sections
- No finish paint
- Toilet partition support
- Fencing/Signage
- Steel relating to or for case work
- Cold formed metal framing and or trusses
- All other labor and materials not mentioned in above inclusions
- Grouting labor and materials
- Retain age
- Special permits
- Labor and materials for items on the MEP drawings
- Testing and inspection costs
- Dowel rods and or rebar
- Design and/or engineering services or engineers stamp on drawings
- Tolerances more stringent than AISC Code of Standard Practice, 9<sup>th</sup> Edition
- Temporary bracing or shoring

Fasteners for other trades

Any materials indicated on Mechanical and or Electrical drawings

Material escalation of raw materials after bid date.

Non Ferrous metals

Roof hatch(s)

Gauged materials and/or materials not sized on provided drawings

Special insurances, liquidated damages, delay damages without a specific delivery date, or bonds.

**Terms and Conditions**

Delivery to be determined at time of award

Our price is good for 10 Days from date of quote.

Payment terms- Net 10 days. Overdue invoices subject to

Finance charges at 1½ % per month (A.P.R.-18%) and all

Collection costs, including attorney's fees"

Thank you for the opportunity to quote this project:

Troy Caspers

Project Estimator

All State Steel

319-373-0291 Phone

319-533-3718 Cell

319-373-8451 Fax

[tcaspers@cedarvalleysteel.com](mailto:tcaspers@cedarvalleysteel.com)

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_



**Plumbing, Heating and Air Conditioning LLC**  
550 East South Street Marengo, Iowa 52301  
Phone 319-642-5259 Fax 319-642-5559

**Bid Proposal**

**Date 8-30--16**

**Grinnell Central Park Improvements**

PR#6

Additional piping from pump to main  
Pump station  
Additional labor

Material--\$48,000  
Labor—16 hrs @ \$75-- \$1,200  
10%---\$4,920

Total Add--\$54,120

**Exclude**

Excavating of hole  
Backfill  
Connections to & from pit  
Electrical Wiring  
Gas piping to generator

---

# Van Maanen Electric Inc.

---

627 N 19<sup>th</sup> Ave E  
PO Box 1131  
Newton, IA 50208  
641-791-9473 Office  
641-791-9484 Fax

## Proposal Request

---

To: Doug Mertens - Bushong Construction

Project Name: Grinnell Central Park Improvements

PR - #6

Project Address: Grinnell, IA

---

- Install Concrete Pads for: Transformer, Generator & Under Uni-Strut Rack
- Provide & install Kohler Generator Model #40REZG 39KW Operating at 277/480 Volts
- Provide & install Kohler Automatic Transfer Switch (ATS) for Generator
- Includes Natural Gas Connections (NO FEES INCLUDED)
- Includes Coordination with Alliant Energy Electrical
- Install Rigid Uni-Strut Rack for Mounting Of: Utility Disconnect, Utility Meter, Service Disconnect, ATS & Control Panel (For Pumps)
- Install 2-Conduits from Control Panel to Manhole For: 480 Volt Power & Float Controls for Pumps
- Install all Grounding/Ground Rods As Required by Alliant Energy & National Electric Code.
- Provide All Trenching, Digging & Auguring work as Required for this Electrical Work.

### Material:

- Strut Rack Concrete Pad
- Transformer Pad
- Generator Pad
- Uni-Strut Frame
- 20' - 4" GRC
- 2 - 4" GRC Caps
- 50 - 1 5/8" Strut
- 8 - 4" IMC Strut Straps
- 8 - Strut Tees
- 2 - 12" x 48" Augered Holes/Concrete
  - Natural Gas Connections
  - Trenching
  - Back Hoe/Digging Work
  - Meter Socket
  - Disconnects
- 250' - 4" PVC
- 12 - 4" PVC Coup
- 2 - 4" PVC Bell ends
- 4 - 36" Long Sweep 90
- 100' - 2" PVC
- 10 - 2" PVC coup
- 1 - 2" PVC Bell ends
- 1 - 2" Female adapt
- 3 - 2" PVC 90
- 150' - 1 1/4" PVC
- 25 - 1 1/4" PVC Coup

- 3 - 1 1/4" PVC Bell ends
- 2 - 1 1/4" PVC Female adapt
- 1 - 1 1/4" PVC Male adapt
- 7 - 1 1/4" PVC 90
- 2 - Qts. PVC Glue
- 10' - 1 1/4" EMT
- 8 - 1 1/4" Rain Proof/Rain Tight Connectors
- 30' - 1 1/4" IMC
- 3 - 1 1/4" IMC Expansion coup
- 14 - 1 1/4" IMC Lucknuts
- 8 - 1 1/4" IMC Plastic bushings
- 8 - 1 1/4" IMC Bonding bushings
- 9 - 1 1/4" IMC Strut straps
- 10' - 2" IMC
- 1 - 2" IMC Expansion Coupling
- 4 - 2" IMC Locknuts
- 1 - 2" IMC Plastic bushings
- 2 - 2" IMC Strut straps
- 10' - 3/4" EMT
- 4 - 3/4" EMT Rain Proof/Rain Tight Connectors
- 4 - 3/4" Strut Straps
- 4 - 3/4" Bonding bushings
- 60' - #6 Bare
- 90' - #8 THHN/THWN
- 310' - #4
- 4 - 5/8 Ground rods
- 2 - 5/8 Ground rod clamps
- 2 - 3/4 Ground rod clamps
- Misc Lot of Hardware - Nuts, Bolts, Washers

**Labor:**

136.72 Hours x \$60.00

Material: \$ 36,467.80  
 Labor: \$ 8,203.20  
 10% O&M: \$ 4,467.10  
 Total: \$ 49,138.10

Approved by

Date

  
 Approved by

8/26/2016

Date

RESOLUTION NO. 2016-186

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 3 IN THE AMOUNT OF \$134,265.40 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. 3 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. 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 \$134,265.40.

Passed and adopted this 6th day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 2

PAGES

TO OWNER: PROJECT:  
 City of Grinnell Central Park Improvements  
 927 4th Avenue Grinnell, IA  
 Grinnell, IA 50112  
 FROM CONTRACTOR: VIA ARCHITECT:  
 Bushong Construction Company RDG IA, Inc  
 704 E Wood Street 301 Grand Avenue  
 Montezuma, IA 50171 Des Moines, IA 50309

APPLICATION NO: 3  
 PERIOD TO: 8/31/2016  
 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 ..... \$367,546.00  
 (Column G on G703)
- 5. RETAINAGE:
  - a. 5 % of Completed Work 18,377.30  
 (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) ..... \$ 18,377.30
- 6. TOTAL EARNED LESS RETAI ..... \$ 349,168.70  
 (Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR  
 PAYMENT (Line 6 from prior Certificate) ..... \$ 214,903.30
- 8. CURRENT PAYMENT DUE ..... \$ 134,265.40
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 2,356,831.30  
 (Line 3 less Line 6)

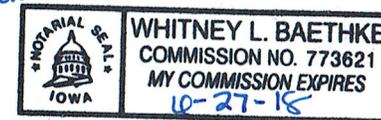
OWNER CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month		\$0.00
<b>TOTALS</b>	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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: John Bushong Date: 08/26/16

State of: Iowa County of: Poweshiek  
 Subscribed and sworn to before me this 8/26/16  
 Notary Public: [Signature]  
 My Commission expires: 12-27-18



**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 ..... \$ 134,265.40

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

By: [Signature] Date: 8/26/16

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 G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: **3**

APPLICATION DATE: **26-Aug-16**

PERIOD TO: **31-Aug-16**

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)		
	<b>GENERAL REQUIREMENTS</b>								
	Bonds/Insurance	\$31,300	\$31,300.00	\$0.00	\$0.00	\$31,300.00	100%		\$1,565.00
	Management, Supervision, Admin	\$125,200	\$42,200.00	\$12,500.00	\$0.00	\$54,700.00	44%	\$70,500.00	\$2,735.00
	Other	\$43,500	\$14,505.00	\$4,500.00	\$0.00	\$19,005.00	44%	\$24,495.00	\$950.25
	<b>SITework</b>								
	Site Layout	\$17,500	\$3,500.00	\$1,250.00	\$0.00	\$4,750.00	27%	\$12,750.00	\$237.50
	Gazebo Moving	\$12,500	\$9,000.00	\$3,500.00	\$0.00	\$12,500.00	100%		\$625.00
	Transplant Trees	\$3,035	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,035.00	\$0.00
	Removals	\$5,850	\$0.00	\$5,850.00	\$0.00	\$5,850.00	100%		\$292.50
	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	\$8,750.00	\$0.00	\$8,750.00	100%		\$437.50
	Sanitary Service	\$14,500	\$0.00	\$14,500.00	\$0.00	\$14,500.00	100%		\$725.00
	Storm Sewer/Subdrainage	\$54,250	\$11,030.00	\$0.00	\$0.00	\$11,030.00	20%	\$43,220.00	\$551.50
	Site Prep/Subgrade	\$155,400	\$0.00	\$5,500.00	\$4,000.00	\$9,500.00	6%	\$145,900.00	\$475.00
	Storm Sewer Bedding Material	\$8,540	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,540.00	\$0.00
	Trucking	\$24,500	\$3,030.00	\$0.00	\$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	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100%		\$825.00
	Gazebo Foundation Excavation	\$5,350	\$5,350.00	\$0.00	\$0.00	\$5,350.00	100%		\$267.50
	Over Excavation	\$32,000	\$0.00	\$16,400.00	\$0.00	\$16,400.00	51%	\$15,600.00	\$820.00
	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	\$12,400.00	\$0.00	\$0.00	\$12,400.00	100%		\$620.00
	Tree Protection/Fence	\$18,500	\$18,500.00	\$0.00	\$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
<b>CONCRETE</b>								
Footings- Material	\$14,250	\$14,250.00	\$0.00	\$0.00	\$14,250.00	100%		\$712.50
Footings- Labor	\$18,950	\$18,950.00	\$0.00	\$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	\$11,250.00	\$0.00	\$0.00	\$11,250.00	73%	\$4,150.00	\$562.50
<b>MASONRY</b>								
CMU Masonry- Labor	\$61,471	\$5,000.00	\$38,471.00	\$0.00	\$43,471.00	71%	\$18,000.00	\$2,173.55
CMU Masonry- Material	\$40,521	\$3,245.00	\$10,641.00	\$0.00	\$13,886.00	34%	\$26,635.00	\$694.30
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	\$3,204.00	\$0.00	\$0.00	\$3,204.00	3%	\$103,595.00	\$160.20
Fuel and Equipment	\$21,800	\$3,000.00	\$6,000.00	\$0.00	\$9,000.00	41%	\$12,800.00	\$450.00
<b>METALS</b>								
Steel/Metal Fabrications-Mat'ls.	\$17,520	\$0.00	\$1,500.00	\$5,170.00	\$6,670.00	38%	\$10,850.00	\$333.50
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
<b>WOODS &amp; PLASTICS</b>								
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
<b>THERMAL &amp; MOISTURE</b>								
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
<b>DOORS &amp; WINDOWS</b>								
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	
<b>FINISHES</b>									
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	
<b>SPECIALTIES</b>									
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	
<b>FURNISHINGS</b>									
Site Furnishings- Material	\$68,720	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$68,720.00	\$0.00	
Site Furnishings- Bike Rack- Material	\$2,250	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,250.00	\$0.00	
Site Furnishings- Labor	\$5,040	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,040.00	\$0.00	
<b>MECHANICAL</b>									
Underfloor - Material	\$3,500	\$0.00	\$1,500.00	\$0.00	\$1,500.00	43%	\$2,000.00	\$75.00	
Underfloor - Labor	\$4,000	\$0.00	\$1,300.00	\$0.00	\$1,300.00	33%	\$2,700.00	\$65.00	
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	
<b>ELECTRICAL</b>									
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
<b>TOTAL OF ORIGINAL CONTRACT</b>	<b>\$2,706,000.00</b>	<b>\$226,214.00</b>	<b>\$132,162.00</b>	<b>\$9,170.00</b>	<b>\$367,546.00</b>	<b>14%</b>	<b>\$2,338,454.00</b>	<b>\$18,377.30</b>
<b>GRAND TOTALS</b>	<b>\$2,706,000.00</b>	<b>\$226,214.00</b>	<b>\$132,162.00</b>	<b>\$9,170.00</b>	<b>\$367,546.00</b>	<b>14%</b>	<b>\$2,338,454.00</b>	<b>\$18,377.30</b>

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

**G703-1992**

RESOLUTION NO. 2016-187

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 4 FOR ADDITIONAL WORK TO INSTALL NEW 12x6 REDUCERS FOR THE WATER MAIN SYSTEM WITH ABSOLUTE CONCRETE OF SLATER, IOWA FOR THE HIGHWAY 146 N IMPROVEMENT PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Absolute Concrete of Slater, Iowa, on February 15, 2016; and

WHEREAS, Absolute Concrete has submitted Contract Change Order No. 4 for installation of two new 12x6 reducers for the water main system in the amount of \$1,650.00; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Orders No. 4; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 6th day of September, 2016 that the contract has added \$1,650 for the installation of two new 12X6 reducers for the water main system with Contract Change Order No. 4 is hereby approved as executed.

Passed and adopted this 6th day of September 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk/Finance Director

**CONTRACT MODIFICATION**

Non-Substantial  Part  Non-Part  
 Substantial  Part

No: 4

Concurrence Date \_\_\_\_\_

Contract ID: \_\_\_\_\_ County: Poweshiek  
 Accounting ID: \_\_\_\_\_ Project No: STPN-146-2(35)--2J-79  
 Kind of Work: PCC Pavement - Grade and Replace Date Prepared: June 24, 2016  
 Contractor: Absolute Concrete Corp

You are hereby authorized to make the following changes to the contract documents.

A – Description of changes to be made or extra work to be done:

Add 2 water main reducers to the project.

B – Reason for change or extra work:

Pipe sizing and locations in this area of town are very old and records are not good. The added reducers allow for connections to the existing water system.

Contract Time Adjustment:  No Time Added  Time Added \_\_\_\_\_  To be determined later

When authorized, contractor agrees to perform the work outlined above in accordance with provisions of the contract documents.

Agreed: [Signature] 8/29/16 Date 8/30/16 Date  
 Contractor Date Project Engineer Date  
 District 1

Approved: [Signature] 8/31/16 Date Approved: \_\_\_\_\_ Date  
 District Staff Date Central Office (when Applicable) Date  
 City of Emmett

Federal Participation  Approved  Not Eligible FHWA Concurrence: \_\_\_\_\_ Date  
 FHWA (if required)

Accounting ID: \_\_\_\_\_

C-1 – Settlement for cost of work to be made as follows:

Contract Modification No: 4

The agreed unit prices will include all materials, labor, etc. to place the new reducers into the system and configuration needed for the connection. The work unit will be treated as an 'each basis.

C-2 – Justification for cost(s):

These price compare favorably to those of previously let projects as well as unit prices within this contract.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number – Description	Unit Price .xxx	Quantity .xxx	Amount .xx
7004 <del>6</del>	Install new 12x6 reducers for the water main system	\$ 825.000	2.000	\$ 1,650.00
7				
7				
7				
7				
7				
7				
7				
TOTAL				\$ 1,650.00

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8						
8						
8						
8						
8						
8						
8						
8						
TOTAL						\$ 0.00

**RESOLUTION NO. 2016-188**

RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 5 IN THE AMOUNT OF \$628,609.86 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. 5 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. 5; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$628,609.86 to Absolute Concrete of Slater, Iowa for the Highway 146 North Construction Project.

Passed and adopted this 6th day of September, 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.: 6/23/2016  
 Estimate No.: 5  
 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	
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	1,000.000	35,782.50	19,500.00	54.50%
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	1,000.000	17,432.50	9,500.00	54.50%
5	2115-0100000	MODIFIED SUBBASE	CY	42.000	1835	1,010.000	77,070.00	42,420.00	55.04%
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	4,513.330	549,081.00	264,029.81	48.09%
8	2402-0425031	GRANULAR BACKFILL	TON	20.000	3900	3,222.190	78,000.00	64,443.80	82.62%
9		MANHOLE, SAN SWR, SW-301, 48"	EACH	3,145.000	5	5.000	15,725.00	15,725.00	100.00%
10		MANHOLE, STORM SWR, SW-403	EACH	7,200.000	5	4.000	36,000.00	28,800.00	80.00%
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	1,467.000	69,936.00	34,107.75	48.77%
16		SUBDRAIN OUTLET, DR-303	EACH	175.100	22	13.000	3,852.20	2,276.30	59.09%
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	345.000	30,429.00	16,905.00	55.56%
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	115.000	4,675.00	2,875.00	61.50%
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	240.000	7,306.25	10,020.00	137.14%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
 CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center:  
 Type of Work: PCC Pavement - Grade and Replace  
 Date of This Est.: 6/23/2016  
 Estimate No.: 5  
 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	
27		RMVL OF PAVT	SY	6.500	9820	9,819.000	63,830.00	63,823.50	99.99%
28		RMVL OF INTAKE+UTILITY ACCESS	EACH	800.000	20	17.000	16,000.00	13,600.00	85.00%
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	982.500	5,895.00	5,895.00	100.00%
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	0.650	30,000.00	19,500.00	65.00%
40		PAINTED PAVT MARK, WATERBORNE/SOLVENT	STA	63.500	62.7		3,981.45		
41	2528-8445110	TRAFFIC CONTROL	LS	20,000.000	1	0.600	20,000.00	12,000.00	60.00%
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	8.000	6,720.00	6,720.00	100.00%
45		SPOT REPAIR BY PIPE RPLC, BY LF	LF	88.500	157	180.000	13,894.50	15,930.00	114.65%
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	1,839.000	88,850.00	91,950.00	103.49%
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	10.000	6,528.00	8,160.00	125.00%
52	2515-2475006	FITTINGS BY COUNT, DI, 4" 90 DEG BEND	EACH	420.000	1		420.00		

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center:  
Type of Work: PCC Pavement - Grade and Replace  
Date of This Est.: 6/23/2016  
Estimate No.: 5  
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	
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		
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	2.000	2,540.00	2,540.00	100.00%
61		WATER SERVICE STUB, COPPER, 1"	EACH	600.000	61	45.000	36,600.00	27,000.00	73.77%
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	10.000	21,150.00	23,500.00	111.11%
65		FIRE HYDRANT ASSEMBLY, WM-201	EACH	4,800.000	5	5.000	24,000.00	24,000.00	100.00%
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	5.000	5,262.00	5,262.00	100.00%
70		STORM SEWER SERVICE STUB	EACH	300.000	58	43.000	17,400.00	12,900.00	74.14%
71		STORM SEWER SERVICE STUB	LF	17.500	1065	923.000	18,637.50	16,152.50	86.67%
72		WATER SERVICE PIPE, COPPER, 1"	LF	32.000	2002	1,563.000	64,064.00	50,016.00	78.07%
73	2599-9999010	CABINET, LIGHTING SYSTEM	LS	6,000.000	1		6,000.00		
74	2599-9999010	ELECTRICAL SYSTEM	LS	30,500.000	1		30,500.00		
75		BRICK PAVERS, STYLE 1	SF	18.000	2044		36,792.00		
76		SAND SETTING BED	SF	1.250	2044		2,555.00		
77		MULCH, BONDED FIBER MATRIX	ACRE	2,800.000	1.5		4,200.00		
78		SEED+FERTILIZE (URBAN)	ACRE	3,500.000	1.5		5,250.00		

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS  
 CITY OF GRINNELL - IOWA HIGHWAY 146 NORTH OF U.S. HIGHWAY 6 NORTH TO 11TH AVENUE

Cost Center:  
 Type of Work: PCC Pavement - Grade and Replace  
 Date of This Est.: 6/23/2016  
 Estimate No.: 5  
 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

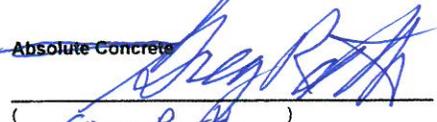
LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
79		PERIMETER+SLOPE SEDIMENT CNTL DEVICE, 9"	LF	2.250	2460		5,535.00		
80		RMVL OF PERIMETER+SLOPE SEDIMNT CNTL DEV	LF	0.450	2460		1,107.00		
81		MOBILIZATION, EROSION CONTROL	EACH	500.000	1		500.00		
82		MOBILIZATION, EMERGENCY EROSION CONTROL	EACH	750.000	2		1,500.00		
83		MULCH, WOOD CHIP	CY	25.000	65		1,625.00		
84		TREE, FURN+INSTALL (WITH WARRANTY)	EACH	395.000	35		13,825.00		
7001		4 inch Sanitary Sewer Service	Each	5,340.000	40	5.000	213,600.00	26,700.00	
7002		6 inch Sanitary Sewer Service	Each	5,500.000	35	50.000	192,500.00	275,000.00	
7003		CO 2 Item	Each	3,000.000	30	9.000	90,000.00	27,000.00	
7004		6 inch Sewer Replacement	LS	8,433.150	1	1.000	8,433.15	8,433.15	
7005		12X6 Water Main Reducers	Each	825.000	2	1.000	1,650.00	825.00	

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 \$ 1,674,047.06 57.82%

  
 Drew Roberts )  
 Date 8/30/16

Total Completed To Date = \$ 1,674,047.06  
 Amount Retained @ 3% = \$ 30,000.00  
 Eligible Amount = \$ 1,644,047.06  
 Previously Reimbursed = \$ 1,015,437.20  
 Amount Due & Payable = \$ 628,609.86

~~Absolute Concrete~~  
  
 Greg Roth )  
 Date 8/31/16

~~City of Grinnell~~  
 \_\_\_\_\_ )  
 Date \_\_\_\_\_

RESOLUTION NO. 2016-189

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 (FINAL) IN THE AMOUNT OF \$141,381.20 TO MANATTS INC OF BROOKLYN, IOWA FOR WORK COMPLETED ON THE 2016 SEAL COAT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Manatts Inc of Brooklyn, Iowa on April 18, 2016; and

WHEREAS, Pay Estimate No. 1 (Final) 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(Final); and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$141,381.20 to Manatts Inc. of Brooklyn, Iowa.

Passed and adopted this 6<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Gordon Canfield, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk



Remit to:  
**Manatt's, Inc.**  
 P.O. Box 535  
 Brooklyn, IA 52211-0535  
 www.manatts.com

# INVOICE

Invoice #:	74872
Date:	7/31/2016
Customer #:	890075
Customer Job:	
Customer PO:	
Total Due:	141,381.20
Page 1 of 1	

Contract: 2835. CITY OF GRINNELL 2016 SEALCOAT PROJECT

To: CITY OF GRINNELL

927 4TH AVE  
 GRINNELL, IA 50112-2043

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract: 2835. CITY OF GRINNELL 2016 SEALCOAT PROJECT

Cont Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Quantity This Period	Amount This Period	Quantity JTD	Amount To-Date
1	ASPHALT MC3000 SINGLE COA	21,933.000	SY	3.00	65,799.00	17,844.000	53,532.00	17,844.000	53,532.00
2	ASPHALT MC3000 DOUBLE CO,	25,838.000	SY	3.40	87,849.20	25,838.000	87,849.20	25,838.000	87,849.20

Total Billed To Date:	141,381.20
Retainage	0.00
Less Previous Applications	0.00
<b>Total Due This Invoice</b>	<b>141,381.20</b>

Invoice #: 74872	Date: 7/31/2016	Customer #: 890075
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RESOLUTION NO. 2016-190

RESOLUTION ACCEPTING WORK COMPLETED ON THE UPRR WATER MAIN RELOCATION.

WHEREAS, the City of Grinnell did enter into a contract with Con-Struct, Inc of Marshalltown, Iowa, on May 16, 2016; and

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 total contract cost of the improvements payable under said contract is hereby determined to be \$114,426.24.

Section 2. The final payment of \$5,527.69 (Retainage) is to be paid after 31 days on August 16, 2016.

ADOPTED this 6th day of September, 2016.

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Gordon Canfield, Mayor

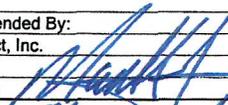
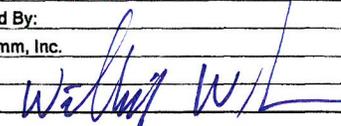
ATTEST:

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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. 2 (Final/Retainage)							
UPRR Water Main Crossing Relocation - Donaldson Building							
Grinnell, Iowa							
							Ending August 5, 2016
Item No.	Description Of Item On Which Item Is Based	Bid Quantity	To Date Quantity	Period Quantity	Unit	Unit Price	Total Completed To Date
<b>Base Bid</b>							
1.1	Mobilization	1	1	1	LS	\$15,000.00	\$15,000.00
1.2	Construction Staking	1	1	1	LS	\$2,000.00	\$2,000.00
1.3	Traffic Control	1	1	1	LS	\$500.00	\$500.00
1.4	Granular Backfill	75.00	546.42	546.42	546.42	\$22.00	\$12,021.24
1.5	Seeding	1	1	1	LS	\$3,000.00	\$3,000.00
1.6	Granular Surfacing	25.00	29.25	29.25	TONS	\$30.00	\$877.50
1.7	Flowable Mortar	5	0	0	CY	\$200.00	\$0.00
1.8	Connection to Existing Water System	2	2	2	EA	\$3,500.00	\$7,000.00
1.9	12" Water Main	98	98	98	LF	\$150.00	\$14,700.00
1.10	12" Water Main in Casing	157	157	157	LF	\$315.00	\$49,455.00
1.11	Hydrant Assembly	1	1	1	EA	\$5,000.00	\$5,000.00
1.12	Remove Hydrant	1	1	1	EA	\$1,000.00	\$1,000.00
1.13	Water Service Transfer	1	0	0	EA	\$3,000.00	\$0.00
							\$110,553.74
<b>Change Orders</b>							
C.O. 1	Granular Surfacing						\$9,771.24
<b>Total Change Orders</b>							<b>\$9,771.24</b>
							Original Contract Price
							\$104,655.00
							Approved Change Orders
							\$9,771.24
							Revised Contract Price
							\$114,426.24
							Stored Materials
							\$0.00
							Total Completed To Date
							\$110,553.74
							5% Retainage
							\$5,527.69
							Total Earned Less Retainage
							\$105,026.05
							Less Previous Certificates for Payment
							\$105,026.05
							Current Payment Due
							\$0.00
							Percent Project Complete
							100%
Recommended By:		The amount of \$5,527.69 is payable 31 days after final acceptance of the project.					
Con-Struct, Inc.							
Signature							
Name	Matthew A. Jensen						
Title	General Manager						
Date	8/16/16						
Recommended By:		Approved By:					
Veenstra & Kimm, Inc.		City of Grinnell					
Signature							
Name	William Weber						
Title	Project Engineer						
Date	8/16/16						

RESOLUTION NO. 2016-191

RESOLUTION APPROVING INSTALLATION OF STREET LIGHTS

WHEREAS, the city of Grinnell is requesting the installation of street lights at the 822 Park Street, 733 Park Street, 3<sup>rd</sup> Avenue between Broad Street and Park Street; Corner of 3<sup>rd</sup> Avenue and Broad Street; Corner of 2<sup>nd</sup> Avenue and Broad Street; and

WHEREAS, Alliant Energy requires that the city of Grinnell pass a resolution to authorize the installation of any street lights within the city; and

WHEREAS, the Water Resources Director Jan Anderson has reviewed and requested the installation of the street light at the aforementioned locations; and

WHEREAS, the Water Resources Director Jan Anderson has reviewed and requested the installation of the street lights at the aforementioned locations; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grinnell does hereby that Alliant Energy, Inc. is hereby directed to make the following changes to the existing system with the installation of street lights at locations described as follows: 822 Park Street, 733 Park Street, 3<sup>rd</sup> Avenue between Broad Street and Park Street; Corner of 3<sup>rd</sup> Avenue and Broad Street, and the Corner of 2<sup>nd</sup> Avenue and Broad Street.

PASSED AND APPROVED THIS 6<sup>th</sup> day of September 2016.

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Gordon R. Canfield, Mayor

Attest:

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P. Kay Cmelik, City Clerk/Finance Director



STREET LIGHTING RESOLUTION

The following Resolution \_\_\_\_\_ was adopted by the City Council of the City of \_\_\_\_\_ at a meeting held on \_\_\_\_\_, 20\_\_\_\_\_.

Be it resolved by the City Council of the City of Grinnell, that Alliant Energy Inc. is hereby directed to make the following changes to the existing system, at the locations described below (or shown on an attached map made a part of this Resolution) according to the terms expressed in the existing street light contract:

NEW INSTALLATION OR CHANGES IN EXISTING SYSTEM					
ADD NUMBER	DELETE NUMBER	WATTAGE	STYLE OF LUMINAIRE	TYPE AND HEIGHT OF POLE	WIRING (check one)
1. _____	<u>3</u>	<u>80</u>	<u>LED</u>	<u>(2) Ded. Wood (1) Shared Wood</u>	<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
2. _____	<u>2</u>	<u>100</u>	<u>Hps</u>	<u>(2) Shared Wood</u>	<input checked="" type="checkbox"/> OH <input type="checkbox"/> UG
3. _____	_____	_____	_____	_____	<input type="checkbox"/> OH <input type="checkbox"/> UG

LOCATION OF NEW INSTALLATION OR CHANGES	
1.	<u>822 Park St , 733 Park St</u>
2.	<u>3rd Ave between Broad St + Park St</u>
3.	<u>Corner of 3rd ave + Broad St</u> <u>Corner of 2nd ave + Broad St</u>

Mayor \_\_\_\_\_  
declared said Resolution duly passed and adopted the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest \_\_\_\_\_  
Title \_\_\_\_\_