



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
MONDAY, FEBRUARY 3, 2020 AT 5:00 PM  
IN THE COUNCIL CHAMBERS

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of Agenda

Documents:

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

3. Consent Agenda

3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA.PDF](#)

4. Meeting Minutes/Communications

4.A. Meeting Minutes And Communications

Documents:

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

5. Committee Business

5.A. Report From The Finance Committee

5.A.1. Report From The Finance Committe

Documents:

[5A - FINANCE COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

5.B. Report From Public Works And Grounds Committee

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

Documents:

[5B - PUBLIC WORKS AND GROUNDS AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

5.C. Report From Public Safety Committee

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

Documents:

[5C - PUBLIC SAFETY COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

5.D. Report From Planning Committee

5.D.1. Report From The Planning Committee

Documents:

[5D - PLANNING COMMITTEE AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

6. Inquiries

7. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**MONDAY, FEBRUARY 3, 2020 AT 5:00 P.M.**  
IN THE COUNCIL CHAMBERS

**TENTATIVE AGENDA**

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- 1) **Call to Order:**
- 2) **Perfecting and Approval of Agenda:**
- 3) **Consent Agenda:**
  1. Previous minutes as drafted from the Monday, January 20, 2020 Regular Session.
  2. Approve Mayor and Council reappointments
    1. Human Rights Commission (term 3 yrs)
      - 1) Don Schild
      - 2) Jordan Esbrook
  3. Accept resignation of Fred Foreman, Patrol Officer.
  4. Approve D J Beck and T J Pinkerton as new members of Grinnell Volunteer Fire Department.
  5. Approve Grinnell Public ROW permit for Windstream for Ann Street.
  6. Approve Grinnell Public ROW permit for Commdatalink for 2048 West St S.
  7. Approve city claims and payroll claims from January 7, 2020 through and including February 3, 2020 in the amount of \$711,883.60.
  8. Review Campbell Fund requests.

*\*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.*

- 4) **Meeting Minutes and Communications:**
  - a) Planning and Zoning Commission minutes: January 21, 2020.
  - b) Board of Adjustment minutes: January 24, 2020.
  - c) Veterans Memorial Commission minutes: January 13, 2020.
  - d) Library Board minutes: December 18, 2019.
  - e) FY 2019 Annual Financial Information and Operating Data Report.
  - f) Mayor and Fire Chief's Letter to Poweshiek County Board of Supervisors: January 28, 2020.
  - g) Alliant Energy Programs and Services Guide.
  - h) 2019 Annual Police Report.
  - i) 2019 Annual Fire Report.
- 5) **Committee Business:**
  - A. **Report from the Finance Committee**
    1. Consider resolution setting public hearing for Proposed Maximum Property Tax Levy (See Resolution No. 2020-13).
    2. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-14).
    3. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-15).
    4. Consider resolution authorizing lease agreement with Alliant Energy for 728 Main Street (See Resolution No. 2020-16).

5. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Soccer Facility and Concession Stand in the amount of \$2,740 (See Resolution No. 2020-17).
6. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Grinnell Athletic and Recreation Center in the amount of \$42,888 (See Resolution No. 2020-18).
7. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Family Center in the amount of \$5,322 (See Resolution No. 2020-19).
8. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Grinnell-Newburg School District for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-20).
9. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-21).
10. Discuss emergency medical services.

**B. Report from the Public Works and Grounds Committee – 4:15 p.m.**

1. Consider resolution approving contract change order No. 4 in the amount of \$78,588.43 for a net increase to the contract with WRH, Inc of Brooklyn, IA for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-22).
2. Consider resolution authorizing payment of contractor's pay request No. 23 in the amount of \$253,651.18 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-23).
3. Consider resolution authorizing payment of contractor's pay request No. 24 in the amount of \$118,275.00 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-24).
4. Consider resolution approving professional services agreement with Allender Butzke Engineers Inc. for the new water tower (See Resolution No. 2020-25).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Tower Project (See Resolution No. 2020-26).
6. Consider request from Center Street Apartments to put up sign at the entrance.

**C. Report from the Public Safety Committee – 4:30 p.m.**

1. Consider approval of volunteer Police Department Chaplains:
  - Pastor Phil Culham
  - Rev. Ross Epping
  - Mr. Nathan Smith
2. Consider St. Francis Manor request for to hold a 5K and 1 mile run for Men's Health on city streets Saturday, June 20, 2020, closing portions of Garfield Avenue and Penrose Street.
3. Discuss emergency medical services.

**D. Report from the Planning Committee – 4:45 p.m.**

1. Consider resolution approving professional services agreement with HAILA Architecture Structure Planning, Ltd. for 915 Main Street (See Resolution No. 2020-27).
2. Discuss building mass, height, and similar design considerations for the northern portion of the central business district.
3. Discuss strategic planning.

6) **Inquiries:**

7) **Adjourn**



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**MONDAY, JANUARY 20, 2020 AT 7:00 P.M.**  
IN THE COUNCIL CHAMBERS

***MINUTES***

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- 1) Mayor Agnew called the meeting to order at 7:00 p.m. with the following council members in attendance: White, Wray, Hueftle-Worley, Gaard. Absent: Bly, Davis.
- 2) White made the motion, second by Hueftle-Worley to approve the agenda. AYES: 4-0. Motion carried.
- 3) Hueftle-Worley made the motion, second by White to approve the consent agenda as follows:

1. Previous minutes as drafted from the Monday, January 6, 2020 Regular Session.
2. Approve Mayor and Council reappointments:
  1. Building Code Board of Appeals (5 yr)
    - 1) Alan Clark
  2. Low Rent Housing Authority (term 2 yr)
    - 1) Paul Pohlson
    - 2) Nicole Routier
3. Approve Liquor Licenses renewal:
  1. Matt and John's Gametime, LLC, 827 West St.
  2. Grinnell Hospitality LLC, 834 Park St.
4. Review Campbell Fund requests.

AYES: 4-0. Motion carried.

- 4) The Council acknowledged receipt of the previous meeting minutes and other communications as follows:
  - a) Finance Committee minutes: January 6, 2020.
  - b) Public Safety Committee minutes: January 6, 2020.
  - c) Planning Committee minutes: January 6, 2020.
  - d) Public Works & Grounds Committee minutes: January 6, 2020.
  - e) Mayor's Letter to Poweshiek County Board of Supervisors: January 17, 2020.
  - f) December 2019 Monthly Treasurer's Report.
  - g) December 2019 Central Park Campaign Report.
  - h) December 2019 Skatepark Campaign Report.
  - i) December 2019 Veterans Memorial Building Campaign Report.

- 5) Committee Business:

A. Report from the Finance Committee

No Meeting

B. Report from the Public Works and Grounds Committee

No Meeting

C. Report from the Public Safety Committee

No Meeting

D. Report from the Planning Committee

The Planning Committee did not meet due to lack of a quorum. The Council took action on the following:

1. Hueftle-Worley made the motion, second by White to approve Resolution No. 2020-7 - A resolution approving EMS agreement with Midwest Ambulance of Iowa, Inc. AYES: 3, NAYS: 1. Motion carried.
2. Hueftle-Worley made the motion, second by Way to approve Resolution No. 2020-8 – A resolution approving 28E agreement with Poweshiek County for 11<sup>th</sup> Avenue Extension. AYES: 4-0. Motion carried.
3. The Council reviewed Tom Lacina’s request for sidewalk structure on Broad Street. Staff will work with him on the structure and it will be brought back to the Council for approval.
4. Wray made the motion, second by Gaard to approve Resolution No. 2020-9 - A resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Thomas & Lois Sonnichsen, 1009 Elm Street. AYES: 4-0. Motion carried.
5. Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2020-10 - A resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Jason & Kristina Carberry, 1204 Reed Street. AYES: 4-0. Motion carried.
6. Gaard made the motion, second by White to approve Resolution No. 2020-11 - A resolution approving Tax Abatement application for Amendment No. 3 for Scott & Julia Doyle, 12 Garden Cottage Lane. AYES: 4-0. Motion carried.
7. Wray made the motion, second by White to approve Resolution No. 2020-12 - A resolution approving Tax Abatement application for Amendment No. 3 for Richard & Dorthea McLaughlin, 1310 Elm Street. AYES: 4-0. Motion carried.

6) There were no inquiries.

7) The meeting was adjourned at 7:18 p.m.

\_\_\_\_\_  
DAN F. AGNEW, MAYOR

ATTEST:

\_\_\_\_\_  
ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

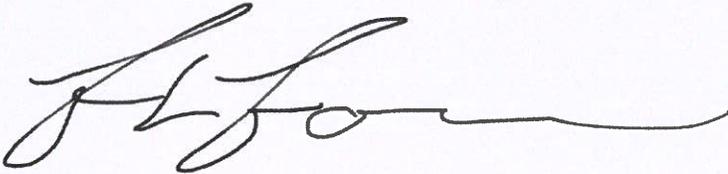
January 21, 2020 at 2:20 PM

**To: City of Grinnell**  
**Chief Dennis Reilly**  
**Captain Zach Sittig**

On this date, January 21, 2020, I am officially notifying the City of Grinnell and this department of my departure from employment and retirement as a Police Officer for the City, effective 30 days from today. It has been an honor to serve and represent this city and department. I have truly enjoyed serving this community. I have served with many great Officers over the years. I have been in service for the majority of my adult life and do not regret 1 day of it.

After 20 plus years, I have decided to change career paths and I felt it needed to happen at this time in order to have the time to dedicate in my new endeavors. Don't think for one minute that this was an easy decision. I do so with some anxiety of the road ahead. Due to my employment with the City, I was able to be cautious in choosing the next chapter in my life. Again, thank you for the opportunities provided to me.

Best wishes and regards,



Frederick L. Foreman



1/21/20

# City of Grinnell

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

1. Applicant: \_\_\_\_\_  
Name Address  
\_\_\_\_\_  
City, State Zip Telephone

2. Contact Person: \_\_\_\_\_  
Name Address  
\_\_\_\_\_  
City, State Zip Telephone

3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:

- Plans drawn to scale.
- Street names.
- Right-of-way widths.
- Pavement widths.
- Sidewalk location and width including sidewalk ramps.
- Obstacles or improvements that are in or near the work area.  
An example of such are: existing trees, fence, drainage structures,  
Water stop-boxes, ditches, and utility vaults.
- Horizontal and vertical location and physical size of the proposed utility.
- Proposed construction work method such as "open cut" or "bore".
- A drawing and explanation of concrete or asphalt restoration.
- Information regarding sod work and tree replacement.
- Location of other existing utilities within the work area.
- Typical detail sections where special attention is required for some restoration work.
- Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
- Detailed time schedule.
- Address of adjacent properties.
- Legal description of communication system location.

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

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

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**Office Use Only**

<b>Fees: Administrative Fee:</b>			<u><b>\$50.00</b></u>
<b>Use Fee:</b>			
<b>(No Additional Customers) Greater of \$100.00 or:</b>			
<b>Linear Feet Within C-2:</b>	_____	x \$1.00	_____
<b>Linear Feet Outside C-2:</b>	264	x \$0.50	<u>132.00</u>
		<b>Total:</b>	<u><b>\$ 182.00</b></u>

**(Additional Customers) Greater of \$100.00 or 3% Gross Revenues from Services.  
Paid annually.**

Date of Acceptance 1-22-2020

Date of Approval \_\_\_\_\_

Staff Tyler Avis

# Letter of Transmittal

**COMMUNICATION DATA LINK**  
 UTILITIES CONSTRUCTION CONTRACTOR

To: **Jamison Brus**  
**City of Grinnell**  
**520 4<sup>th</sup> Ave**  
**Grinnell, IA 50112**

**Communication Data Link**  
**1305 SW 37<sup>th</sup> Street**  
**Grimes, Iowa 50111**  
**(515) 224-9544 • Fax: (515) 224-3993**

Date: 01-29-2020	
File Classification: Permit	Phase/Task: /
RE: Mediacom Utility Permit – 2048 West St Hwy 146	

**We are sending you:**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop drawings       Permits       Plans       Samples
- Specifications       Copy of letter       Change order       \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	1/29/2020	1	Grinnell Right-of-Way License Application
2	1/29/2020	2	Site Plan Drawing
1	1/29/2020	3	Check No. 69163 – City of Grinnell Permit Fee of \$50.00
1	1/29/2020	4	Iowa DOT Accommodation Permit (Signature Requested)

**These are transmitted as checked below:**

- For your information       No exceptions taken       Resubmit \_\_\_\_\_ copies
- For your use       Make corrections noted       Submit \_\_\_\_\_ copies for distribution
- As requested       Rejected (see remarks)       Return \_\_\_\_\_ corrected copies
- For bids due \_\_\_\_\_ 20       For review and comment
- Prints returned after loan to us       Other \_\_\_\_\_

**Remarks:**

Please contact me with any questions.  
 (515) 224-9544  
[jbartscher@commdatalink.com](mailto:jbartscher@commdatalink.com)

Copy to: File  
 Office Location: Grimes

Signed:   
 Print name: Jeffrey L. Bartscher

*If enclosures are not as noted, kindly notify us at once.*

# City of Grinnell

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

1. Applicant: Comm Data Link 1305 SW 37<sup>th</sup> St.  
Name Address  
Grimes, IA 50111 515-224-9544  
City, State Zip Telephone
2. Contact Person: Jeffrey Bartscher 1305 SW 37<sup>th</sup> St.  
Name Address  
Grimes, IA 50111 515-224-9544  
City, State Zip Telephone

3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:

- Plans drawn to scale.
- Street names.
- Right-of-way widths.
- Pavement widths.
- Sidewalk location and width including sidewalk ramps.
- Obstacles or improvements that are in or near the work area.  
An example of such are: existing trees, fence, drainage structures,  
Water stop-boxes, ditches, and utility vaults.
- Horizontal and vertical location and physical size of the proposed utility.
- Proposed construction work method such as "open cut" or "bore".
- A drawing and explanation of concrete or asphalt restoration.
- Information regarding sod work and tree replacement.
- Location of other existing utilities within the work area.
- Typical detail sections where special attention is required for some restoration work.
- Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
- Detailed time schedule.
- Address of adjacent properties.
- Legal description of communication system location.

4. List any other items of concern particular to this project:
5. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt)  
Receipt No. \_\_.
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**(Serving additional customers)** If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

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**Office Use Only**

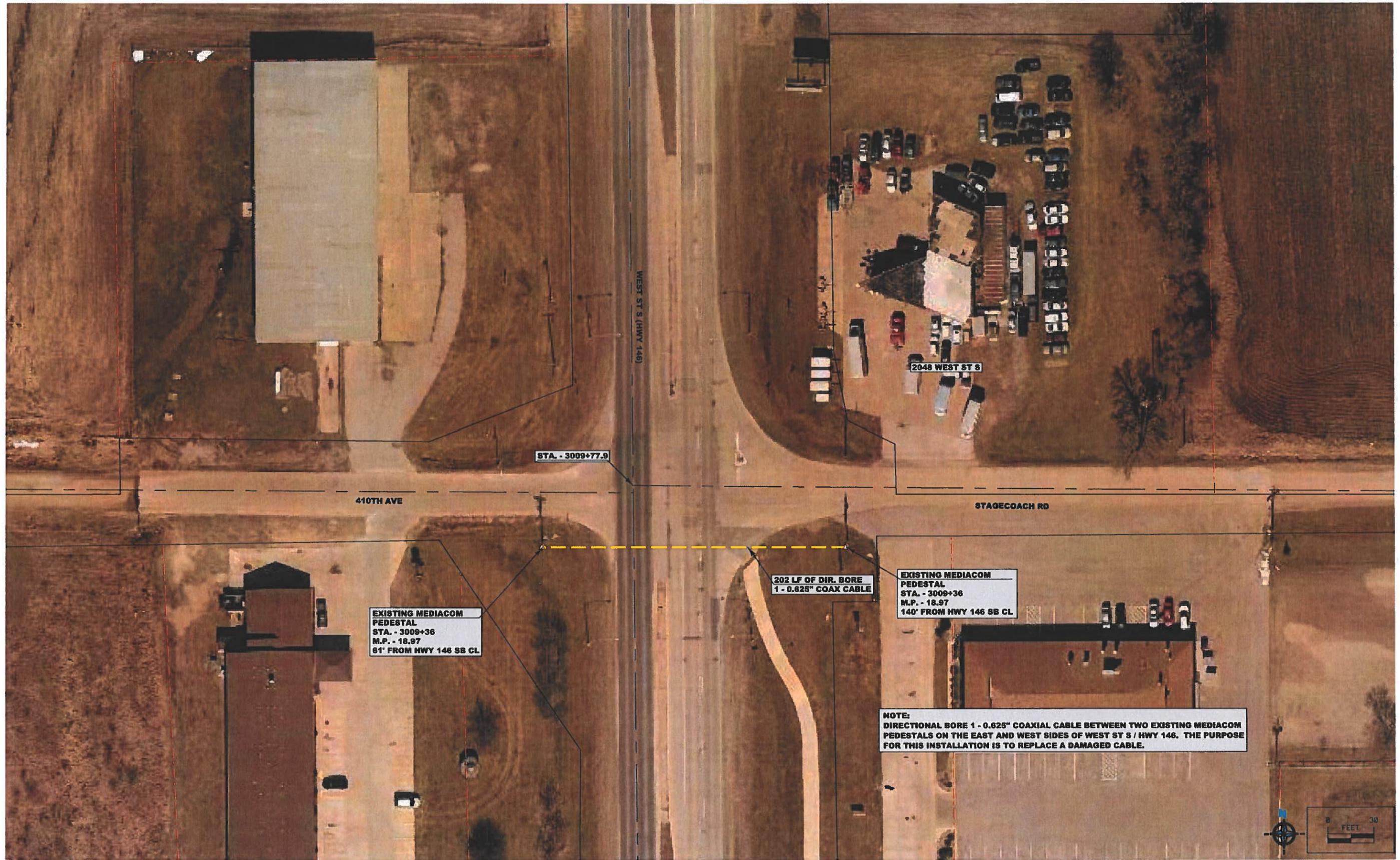
<b>Fees: Administrative Fee:</b>		<u>\$50.00</u>
<b>Use Fee:</b>		
<b>(No Additional Customers) Greater of \$100.00 or:</b>		
<b>Linear Feet Within C-2:</b> _____	x \$1.00	_____
<b>Linear Feet Outside C-2:</b> _____	x \$0.50	_____
	<b>Total:</b>	\$ <u>50.00</u>

**(Additional Customers) Greater of \$100.00 or 3% Gross Revenues from Services.  
Paid annually.**

Date of Acceptance 1-30-2020

Date of Approval \_\_\_\_\_

Staff TA



STA. - 3009+77.9

410TH AVE

WEST ST S (HWY 146)

2048 WEST ST S

STAGECOACH RD

EXISTING MEDIACOM  
PEDESTAL  
STA. - 3009+36  
M.P. - 18.97  
81' FROM HWY 146 SB CL

202 LF OF DIR. BORE  
1 - 0.625" COAX CABLE

EXISTING MEDIACOM  
PEDESTAL  
STA. - 3009+36  
M.P. - 18.97  
140' FROM HWY 146 SB CL

**NOTE:**  
DIRECTIONAL BORE 1 - 0.625" COAXIAL CABLE BETWEEN TWO EXISTING MEDIACOM  
PEDESTALS ON THE EAST AND WEST SIDES OF WEST ST S / HWY 146. THE PURPOSE  
FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.



PROJECT NO:	117431-PPP	DESIGNED BY:	J.BARTSCHER
PROJECT NAME:	2848 WEST ST, HWY 146	CHECKED BY:	R.ADAMS
PROJECT DATE:	FEB 2020	DRAWN BY:	J.BARTSCHER
CAD DATE:	01/28/2020		

NO	DATE	BY	REVISION DESCRIPTION

**COMMON/CANYON DATA LINK**  
UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT  
IOWA DOT - DISTRICT 4  
GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN  
UTILITY PERMIT APPLICATION

SHEET NO.  
1

**FOR DEPARTMENT USE ONLY**

Permit Number	Highway Number 146	County Poweshiek
DOT Project Number		Expiration/Completion Date

**APPLICANT (INDIVIDUAL OR COMPANY)**

First Name Jeffrey	Middle Initial L	Last Name Bartscher	Phone Number 515-357-4962	Ext.
Company Name MCC Iowa, LLC			Phone Number 515-246-1890	Ext.
Street Address 2205 Ingersoll Avenue		City/Town Des Moines	State IA	ZIP Code 50312
e-Mail Address jlbartscher@commdatalink.com		Secondary e-Mail Address nrental@commdatalink.com		

**INSTALLATION TO BE ACCOMMODATED**

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

**The installation shall consist of:**

Directional bore 1 - 0.625" coaxial cable between two existing Mediacom pedestals on the east and west sides of West St S / Hwy 146. The purpose for this installation is to replace a damaged cable.

Enter DOT ROW: Sta. - 3009+36, M.P. - 18.97, 61' from Hwy 146 CL  
Exit DOT ROW: Sta. - 3009+36, M.P. - 18.97, 140' from Hwy 146 CL

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

**WORK SITE LOCATION**

The proposed work as described above is located in Section 32, 33 , Twp. 80N ,  
Range 16W on Highway No. 146 generally located 0.42 (miles) North  
(direction) from I-80 WB CL (city, county line, or other landmark). Work proposed is more  
specifically located as being from 18.97 (Milepost #) and 3009+36 (Highway Station)  
to 18.97 (Milepost #) and 3009+36 (Highway Station) on the East / West side of highway.

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

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

**A. General**

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

## **B. Construction and Maintenance**

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

## **C. Liability**

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

## **D. Notification**

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

<http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>

## **E. Buy America**

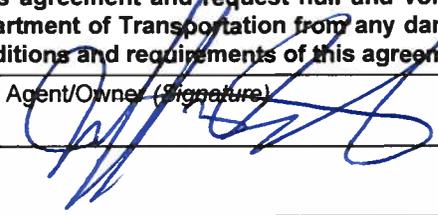
Buy America applies to relocations of utility facilities that must move due to highway projects under certain specific conditions that include reimbursable locations and relocations due to interstate projects. Please contact the Department's District Engineering Operation Technician (EOT) for more information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

Permit Number: \_\_\_\_\_

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

**Applicant Signature and Agreement**

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

Name of Agent (Print or Type) Jeffrey L Bartscher	Agent/Owner (Signature) 	Title Permitting Tech
Name of Owner (Print or Type) MCC Iowa, LLC	Date 1/28/2020	
e-Mail Address jbarscher@commdatalink.com		

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

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

Recommend Approval       Do Not Recommend Approval       None Required

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

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

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

Recommend Approval       Do Not Recommend Approval       None Required

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

**FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)**

Recommend Approval       Do Not Recommend Approval       None Required

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

**DEPARTMENT OF TRANSPORTATION FINAL ACTION**

Application Approved       Application Denied      Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

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

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

Permit Number: \_\_\_\_\_

## Site Plan & Attachments Checklist for IDOT Utilities Accommodation Permit

- Plans showing IADOT Highway Centerline, Highway Number, DOT Stationing and Milepost are required.
- Visible orientation (North Arrow) and identifying landmarks are required.
- Clearly identify Right Of Way (ROW) line with horizontal distance from highway centerline shown, including all breakpoints and changes in the ROW distances.
- Provide Iowa One Call design request information. (Minimally, the list of utilities)
- List all of the existing utilities in the installation area. Describe how your installation will address existing utilities that are in conflict, and show all observable existing features, such as power poles, pedestals, markers, handholes, trees, etc.
- Show all Construction features/Bore Pits with the running line and horizontal distance from roadway edge or centerline. (showing Clear Zone compliance) <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>
- Show the start/stop stationing and depths or elevations for all bores, longitudinal and transverse.
- Show the start/stop stationing and depths or elevations for all plowing locations.
- Show casing start/stop locations, lengths, diameter, and material if casings are used.
- Show all facilities that are to be installed on the site plan.  
This includes pedestals, wire, conduit, poles, guy anchors, junction boxes, handholes and manholes.  
ALL MUST BE REFERENCED BY DOT Stationing and distance from centerline.
- Show where installation starts and stops, leaves ROW, stops at existing pedestal, pole, etc.  
Use IADOT stationing and distance from centerline of the start and stops.
- Identify any physical focal points, posts, pedestals, shutoffs, overflow valves, hydrants, etc.
- Describe any other work to accomplish installation before, during and/or after installation, including:  
removal of brush/trees, removal of underbuild, construction of access, fence removal, fence replacement, etc.
- Identify unusual issues to be pointed out on the site plan.  
CLARITY IS THE KEY, we can't assume you will do it if it is not shown in the plan.

### Attachments

- Proper Traffic Control Standards (IADOT TCxxx Series Standard plans preferred)  
Available at - [http://www.iowadot.gov/design/stdplne\\_tc.htm](http://www.iowadot.gov/design/stdplne_tc.htm)
- Required Height / Depth Typical (Supplied by the Department)
- Tile Repair Guide (Rural Locations) (Supplied by the Department)
- Special Seeding Requirements and Erosion Control (Supplied by the Department)
- 511 Lane Restriction Requirements (If lane restriction is anticipated) (Supplied by the Department)
- If paper applications are submitted, at least 2 sets of site plans (11 x 17 preferred) and 1 original of the permit application with all original signatures (Scanned and emailed copies are accepted)

**ALL ITEMS MUST BE LEGIBLE FOR REVIEW AND FOR RESCANNING PURPOSES**

Parcel Lines may be up to 6' off



- Sanitary Sewer Manholes
- Sanitary Sewer Lines
- Storm Sewer Intakes
- Storm Sewer Manholes
- Storm Sewer Lines
- Water Mains
- Parcels\_19
- Grinnell Corporate Limit

CREATED BY THE CITY OF GRINNELL  
BUILDING AND PLANNING DEPARTMENT  
Date: 01/30/2020



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

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

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

PAID ITEMS DATES : 1/07/2020 THRU 2/03/2020 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
GRINNELL FIRESTONE	TIRE REP	1,650.83
GRINNELL IMPLEMENT STORE	PARTS	3,975.53
GRINNELL VOL FIRE DEPT	VOL PAY	1,250.00
GRINNELL-NEWBURG SCHOOL	WRESTLING TOURNEY	1,760.00
GRMC OCCUPATIONAL HEALTH S	NEW EE PHYSICAL (KK)	701.00
GRONEWOLD, BELL, KYHNN & C	AUDIT FY19	3,161.47
HARRISON TRUCK CENTERS	PARTS	1,260.47
HAWKEYE LOCK & SECURITY	REP	385.11
HAWKEYE TRUCK EQUIPMENT	NEW EQUIP	5,710.00
HENDERSON PRODUCTS, INC.	HITCH	1,263.00
HERALD REGISTER	AD-TRASH-CHRISTMAS	210.54
HI-VIZ SAFETY	SIGNS	130.00
HICKENBOTTOM INC	SUPPLIES	900.79
HY-VEE INC	SUPPLIES	18.45
ICAP	PEIFFER LOSS PYMT	603.01
INT'L ASSOC FOR PROPERTY &	MBRSHP (WS)	50.00
IOWA ASSOC-PROF FIRE CHIEF	DUES (DS)	100.00
IOWA CHAPTER OF IAPMO	DUES (TA)	25.00
IOWA COMMUNICATIONS NETWORK	DATA LINE	8.33
IOWA DEPT OF PUBLIC SAFETY	TRMNL BILLING OCT-DEC 2019	300.00
IOWA DEPT OF TRANSPORTATIO	SUPPLIES	14,298.31
IOWA ONE CALL	LOCATES	71.30
IOWA SOCCER	IA SOCCER CAMP 2019	1,000.00
IPAA	AIRPORT MBRSHF FEE	175.00
IVERSON, BRAD J	DRYWALL/PAINT	325.00
JD FINANCIAL - THEISEN'S	SUPPLIES	737.44
JD FINANCIAL-THEISEN'S (LI	J PROG	18.67
JD FINANCIAL-VAN WALL	PARTS	759.40
KEY COOPERATIVE GRINNELL	PROPANE	1,211.01
KEYSTONE LABORATORIES INC	BACTERIA TESTS (DEC)	3,019.20
LOWRY, RONALD D.	MTHLY SVC-JAN 2020	2,166.67
LUTHER FLOOR COVERING	VINYL	91.66
MALCOM LUMBER	SUPPLIES	114.56
MANATTS INC	BACKFILL	780.90
MC DONALD, BRENDA	MLGE BK DELIVERY	142.68
MEDTRAK SERVICES LLC	411 WORK COMP	28.00
MICRO MARKETING LLC	BKS	73.60
MID-IOWA SOLID WASTE EQUIP	PARTS	354.23
MIDWEST AMBULANCE OF IOWA	MONTHLY FEE (FEB 2020)	22,500.00
MIDWEST METAL FABRICATING,	REP - SOFTENERS	500.00
MISCELLANEOUS	BRANT, JAMES:REFUND	100.00
MUNICIPAL PIPE SERVICES IN	LINE STOP	4,000.00
MUNICIPAL SUPPLY INC	RESALE PARTS	1,228.57
NEW CENTURY FARM SERVICE	PETRO OILS	9,554.47

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 : 1/07/2020 THRU 2/03/2020 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
NIEUWSMA, ANTHONY	GRINNELL FREEZE 2020	590.00
O'HALLORAN INTERNATIONAL	PARTS	1,053.81
O'KEEFE ELEVATOR COMPANY,	MTNCE	177.17
O'REILLY AUTO PARTS	SUPPLIES	43.84
OFFICE EXPRESS	PAPER/SUPPLIES	351.72
OVERDRIVE, INC.	BKS	284.45
PAUL'S ACE HARDWARE	BATTERIES	206.80
PENROSE LUMBER	SUPPLIES	11.00
PETTY CASH - DRAKE LIBRARY	SUPPLIES/POSTAGE	41.67
POPULAR SUBSCRIPTION SERVI	REFUND-MAG	1,804.80
POWESHIEK CO AUDITOR	REGULAR CITY ELECTION	2,822.67
POWESHIEK CO CLERK OF COUR	SPOUSAL SUPPORT	250.00
POWESHIEK CO TREASURER	PER CAPITA	1,536.33
POWESHIEK WATER ASSOC	RURAL WATER	717.85
PRIME MEDIA ACQUISITION CO	SUPPLIES	157.04
PRODUCTIVITY PLUS ACCOUNT	PARTS	334.10
QUICK & CLEAN INC	SNOW RMVL	8,694.00
QUILL CORPORATION	SUPPLIES	11.45
RELYANT	WATER COOLER	31.50
REPUBLIC SERVICES OF IOWA	RECYCLING FEES (DEC 19)	3,868.35
S & S ELECTRIC	INSTALL 2 RECEPTACLES	956.95
SCHENDEL PEST CONTROL CO	PEST CONTROL-DEC	45.00
SCISWA	LANDFILL FEES	22,663.22
SHRED-IT USA	SHREDDING	146.74
SIRSI DYNIX INC	HORIZON ILS	24,752.86
SISCO	SELF FUNDING	2,937.37
SITE INDUSTRIES LLC, DBA C	LICENSE	1,680.00
SPRAYER SPECIALTIES, INC.	SUPPLIES	130.45
STANARD & ASSOCIATES INC	POL TESTS/CERTS	53.00
STAR EQUIPMENT LTD	PARTS	314.78
STEVE LINK FORD	REP	752.60
STOREY KENWORTHY	SUPPLIES	174.64
SUPERIOR WELDING SUPPLY	TANK RENTALS	90.00
TASC	FLEX PLAN CONTRIBUTIONS	1,185.35
TEMP ASSOCIATES	TEMP HIRES	1,101.10
THE RECORD	SUBS (2 ANNUAL)	44.00
TOTAL CHOICE SHIPPING & PR	PRINTING	96.67
TRIPLETT COMPANIES	SUPPLIES	22.58
UNIFIRST CORPORATION	SHOP TOWELS	63.92
UNITY POINT CLINIC-OCCUPAT	PRE-EMP TESTING (MM)	42.00
US BANK EQUIPMENT FINANCE	COPIER LEASES	1,508.13
VEENSTRA & KIMM	16TH AVE ENG SVC	4,373.00
VERIZON WIRELESS	WIRELESS SVC	944.61
WALMART	J PROG/SUPPLIES	142.67

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 :	1/07/2020 THRU 2/03/2020	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		
-----				
WATER ENVIRONMENT FEDERATI	MBRSH (JK)	95.00		
WATTS TECHNOLOGICS, INC	MONITOR	146.00		
WES FINCH AUTO PLAZA	REP	215.67		
WILCOX EQUIPMENT	SUPPLIES	45.54		
WINDSTREAM	TELEPHONE	2,526.33		
WINDSTREAM COMMUNICATIONS,	PC SVC-DEC 2019	1,400.00		
WOODMAN CONTROLS COMPANY	TECH SUPPORT	1,050.00		
WOODRIVER ENERGY LLC	GAS	1,410.23		
WRH, INC	PAY REQ #23	371,926.18		
<b>** TOTAL **</b>	<b>-City of Grinnell</b>	<b>711,883.60</b>	<b>93,637.45-</b>	<b>618,246.15</b>

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/07/2020 THRU 2/03/2020	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	93,637.45	93,637.45CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	618,246.15	0.00	618,246.15
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>711,883.60</b>	<b>93,637.45CR</b>	<b>618,246.15</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	618,352.33
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	106.18CR
<b>** UNPAID TOTALS **</b>	<b>618,246.15</b>

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	1/07/2020 THRU 2/03/2020	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	87,222.96
002	VETERANS MEM - GEN	7,570.83
003	LIBRARY - GENERAL FUND	36,575.71
004	CITY HALL RES - GENERAL	154.38
009	SPORTS AUTHORITY - GEN	3,350.00
010	BUILDING & PLANNING - GEN	2,963.60
103	LIBRARY FUND STATE - GEN	2,993.73
110	ROAD USE FUND - SPEC REV	38,922.58
112	T&A EMP BEN- SPEC REV	3,107.41
138	MED INS RESERVE - SPEC RV	4,587.37
140	MFPRSI MED ONLY - SPEC RV	28.00
145	HOTEL/MOTEL TAX - SPC REV	7,353.98
167	LIBRARY GIFTS - SPEC REV	236.35
200	DEBT SERV -	1,000.00
315	CLNS FY 19-20	2,886.73
350	AIRPORT DEV - CAP PROJ	2,807.32
361	STORM WA QUALITY PROJECTS	157.00
377	16TH AVE BOX CULVERT	4,216.00
378	WW TRMT PLANT PROJECT	371,926.18
494	SAN EQMT REP FUND-SP RV	5,710.00
610	WATER FUND	57,072.34
620	SEWER OPERATION AND MAINT	27,808.56
630	STORM SEWER FUND	814.12
670	SOLID WASTE	42,418.45

GRAND TOTAL 711,883.60



January 27, 2020

Grinnell City Council  
520 Fourth Avenue  
Grinnell, IA 50112

CITY OF GRINNELL  
520 4th Avenue  
Grinnell, Iowa  
50112-2043  
Phone: 641-236-2600  
Fax: 641-236-2626

MAYOR

Dan Agnew  
dagnew@grinnelliowa.gov

CITY COUNCIL

BYRON HUEFTLE-WORLEY  
*At—Large*

JIM WHITE  
*At—Large*

JULIE HANSEN  
*1st Ward*

JO WRAY  
*2nd Ward*

RACHEL BLY  
*3rd Ward*

SONDRA BURNELL  
*4th Ward*

ADMINISTRATION

RUSSELL L. BEHRENS  
*City Manager*  
Rbehrens@grinnelliowa.gov

WILLIAM J. SUEPPEL  
*City Attorney*  
billjs@mearndonlaw.com

P. KAY CMELIK  
*City Clerk*  
kcmelik@grinnelliowa.gov

Visit us at  
[www.grinnelliowa.gov](http://www.grinnelliowa.gov)

Re: Planning and Zoning & Board of Adjustment Meetings

The Planning and Zoning Commission met on January 21, 2020 to review an application from Jim & Darlis Hawkins of 2006 Jewel Drive to request the Commission to make a recommendation to the Board of Adjustment on the construction of a telecommunication tower at 2006 Jewel Drive.

The Commission voted unanimously to recommend the Board of Adjustment to disapprove the request.

The Board of Adjustment met on January 24, 2020 to review the recommendation from the Planning and Zoning Commission of a request from Jim & Darlis Hawkins of 2006 Jewel Drive to disapprove the construction of a telecommunication tower at 2006 Jewel Drive, and make a decision to either approve, or disapprove, a special-use permit for a telecommunications tower at this site.

The Board voted unanimously to deny the request for a special-use permit at this site.

The minutes of both meetings are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Avis".

Tyler Avis  
Board of Adjustment Secretary  
Director of Building and Planning

## MINUTES OF THE PLANNING AND ZONING COMMISSION

Chairperson Randy Reavis called the meeting of the Planning and Zoning Commission to order at 7:04 p.m. on January 21, 2020.

**ROLL CALL:** Stewart  P , Bair  A , Adams  A , Adelberg  P , Duke  A , McGriff  P .

**Also in Attendance:** Tyler Avis

**APPROVAL OF MINUTES FROM May 14, 2019:** Stewart made a motion to approve the minutes. McGriff seconded the motion. Motion passed unanimously.

**APPROVAL OF AGENDA:** Chairperson Reavis recommended moving forward with item #2 on the agenda, unanimous consent was given to skip item #1.

**COMMUNICATIONS:** Mr. Avis explained that there had been 6 phone calls received from adjoining property owners requesting the Commission recommend disapproval of the request.

**OLD BUSINESS:** None

### NEW BUSINESS:

1. Review an application from Jim & Darlis Hawkins of 2006 Jewel Drive to request the Commission to make a recommendation to the Board of Adjustment to approve the construction of a telecommunication tower at 2006 Jewel Drive. The telecommunication tower is intended to be utilized for private use and not general broadcasting.

Chairperson Reavis requested staff for an explanation of the proposal. Mr. Avis read the memo as it was written.

Chairperson Reavis requested an explanation as for the requirements of the meeting. Mr. Avis explained that all telecommunication towers must be issued a special-use permit before being granted a building permit to be constructed. The special-use permit process requires the Commission to make a recommendation to the Board of Adjustment on approval, of which the Board has the final decision.

Ms. Adelberg discussed how she was having issues trying to picture where it would be placed on the property. A map was brought to the screen and then it was explained where the proposed tower would be placed, which was on the East side of the lot. Ms. Adelberg also said she was concerned with the rated wind speed of the proposed pole and Mr. Avis explained that the pole would need to meet local building codes if the special-use permit is granted.

Chairperson Reavis asked if there was anyone willing to speak for or against the proposal.

Karen Schmidt of 1949, and speaking on behalf of the homeowners association, stated that she and the association are opposed to the tower being constructed.

Mr. Stewart requested confirmation that such a structure does require approval from the association and is written in the covenants.

Dave VanderLinden, the developer of the subdivision, stated that the association applies to the lots within the center of the subdivision. He stated that he discussed with representatives of 20 of the 28 surrounding lots, and they all expressed they were opposed to the request.

Jim Hawkins stated that he believed the peak of the tower would not be taller than the house, and only two properties would relatively be able to see the tower, being those directly adjoining the property.

James (K), the potential purchaser of the property, explained his interest in the tower, being that he is a HAM radio operator and it is a loved hobby of his. He continued to explain that the tower is more like a pole, similar to a flag pole than a tower itself, and really should be considered an antenna with a diameter of only 1 1/2 inches.

Ms. McGriff was curious to know if there were other options that could work vs having to install a 25+ foot tall antenna, particularly if something could be mounted to the roof of the home.

James (K), stated that could be an alternative, but that the ability to receive radio reception would be diminished.

Chairperson Reavis was curious to know if the antenna was closer to the house vs out in the yard near the end of the lot was a possibility.

James K, stated that would be something he would entertain. He was curious to know if this property was not subject to the HOA covenants wince it is on the perimeter of the development.

Dave VanderLinden confirmed that it is not.

Paul Koplin of 1960 Jewel Dr stated he had concerns about if this antenna could affect wireless capabilities since nothing concrete has been found to firmly state it wouldn't.

James K. stated that this antenna would only transmit about 100 watts of signal, and at that low of a rating, it would be very unlikely that any reception would be affected by it.

Matt Miller of 1968 Jewel Dr stated that he is opposed to the tower as he is a musical instrument enthusiast, and that he is concerned that the frequencies used could affect his equipment.

Ms. Adelberg made a motion for the Planning and Zoning Commission to make a recommendation to disprove the special-use permit to the Board of Adjustment for a telecommunications tower at 2006 Jewel Dr. Stewart seconded the motion.

The roll call votes were as follows,

Reavis Yes. Adelberg Yes. Stewart Yes. McGriff Yes. Motion passed unanimously.

2. Election of Officers– Chair, Vice Chair, and Secretary to be decided at first meeting of the year.

Election of Chairperson: Mr. Stewart nominated Mr. Reavis. Ms. Adelberg seconded the motion, Motion passed unanimously.

Election of Vice-Chairperson: Mr. Reavis nominated Mr. Stewart. Ms. McGriff seconded the motion. Motion passed unanimously.

**INQUIRIES:** None

**ADJOURN:** Reavis moved that the meeting be adjourned. Stewart seconded the motion. Motion passed unanimously. Meeting was adjourned at 7:38 p.m.

ATTEST: 

\_\_\_\_\_  
RANDY REAVIS, CHAIRPERSON

\_\_\_\_\_  
SECRETARY

Notice is hereby given that the Board of Adjustment for the City of Grinnell will conduct a public hearing in the City Council Chambers, 520 4th Avenue, Grinnell, Iowa at 12:00 Noon, Friday, January 24, 2020.

## **MINUTES OF THE BOARD OF ADJUSTMENT**

Special-Use Permit 20-1

January 24, 2020

The meeting was called to order by Chairperson Grant at 12:14pm.

Roll Call: Hatting A, Van Tomme P, Johnson A, Hammen P

Also present: Tyler Avis. Jamison Brus.

### **APPROVAL OF AGENDA:**

VanTomme motioned to approve the agenda. Hammen seconded the motion. The Agenda was approved unanimously.

### **APPROVAL OF MINUTES:**

Grant asked if any changes were needed of the minutes. None were observed. Hammen made a motion to approve the minutes, VanTomme seconded the motion. The Minutes were approved unanimously.

### **COMMUNICATIONS:**

Grant requested if there were any communications. Avis explained that that the Planning and Zoning Commission made a recommendation to the Board to disapprove the Special-Use Permit request. Avis provided the Board with copies of the minutes of the Commission meeting and read the staff report as written.

### **NEW BUSINESS:**

1. Election of Officers– Chair, Vice Chair, and Secretary to be decided at first meeting of the year.

Election of Chairperson: Hammen nominated Grant as Chair. VanTomme seconded the motion. Motion passed unanimously.

Election of Vice-Chairperson: VanTomme nominated Hammen. Grant seconded the motion. Motion passed unanimously.

Election of Secretary. The Board elected to maintain Tyler Avis as the Board Secretary.

2. Review the recommendation from the Planning and Zoning Commission of a request from Jim & Darlis Hawkins of 2006 Jewel Drive to approve the construction of a telecommunication tower at 2006 Jewel Drive, and make a decision to either approve, or not, a special-use permit for a telecommunications tower at this site. The

telecommunication tower is intended to be utilized for private use and not general broadcasting.

Chairperson Grant asked if anyone would like to speak either for or against the request.

Karen Schmidt stated she was at the Commission meeting and that she was representing the Homeowner Association of the interior lots and that her and 20 other owners were opposed to the special-use permit being granted.

Dave VanderLinden stated that he had confirmed with the owners of the 28 exterior lots and the majority of them also expressed they are in opposition to the request.

Julie Gosselink stated that she was also against the request.

Jim Hawkins, stated that the diameter of the pole is less than what was anticipated, roughly the same size as a flag pole, and that it could be placed closer to the house and also be shorter as an option if the Board was willing to consider.

Mr. Hammen stated that because of the opposition in the neighborhood as well as the recommendation from the Commission to deny the request, he feels that the Board should strongly consider the input being provided, and that this may not be a location where a telecommunications tower is appropriate.

Mr. Hammen motioned to deny the request for a special-use permit at 2006 Jewel Dr for a telecommunications tower to be installed. Ms. VanTomme seconded the motion. Roll call vote was as follows: Grant Yes, Van Tomme Yes, Hammen Yes. The motion was passed unanimously.

3. Review a variance request from Jim & Darlis Hawkins of 2006 Jewel Drive to permit a telecommunications tower located on the property to be 30' tall, which exceeds the maximum height allowed of an accessory structure located at this property based on the height of the principal building.

Chairperson Grant stated that since the special-use permit was denied, no variance is possible.

**ADJOURN:** VanTomme moved to adjourn the meeting. Hammen seconded the motion. The motion was passed unanimously at 12:30 p.m.

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TERESE GRANT, CHAIR

ATTEST:

  
\_\_\_\_\_  
TYLER AVIS, SECRETARY

VETERANS MEMORIAL COMMISSION  
MONDAY, JANUARY 13, 2020 AT 5:15 P.M.  
IN THE COMMUNITY ROOM  
DRAKE COMMUNITY LIBRARY

**MINUTES**

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Meeting was called to order at 5:15pm. Present: Leo Lease , Gwen Rieck, , Dr. Teresa Coon  
Absent: Randy Hotchkin, Terry Stringfellow

1. **Perfecting Agenda:** Agenda approved. MOTION by Coon, second by Rieck, all ayes, motion carried.
2. **Approve Minutes:** Minutes from Monday, Dec. 9, 2019 approved as presented. MOTION by Coon, second by Rieck, all ayes, motion carried.
3. **Monthly Budget Report:** Balance of \$61,992.00
4. **Greater Poweshiek Community Foundation:** Behrens reported a balance of \$403,850.00 includes donations paid, pledges, and levy
5. **Approval of bills:** MOTION by Stringfellow, second by Hotchkin for payment of bills:
  - Alliant \$92.93 (paid 1/6/20)
  - Amperage INV 024694 \$62.88 (paid 1/6/20)
  - Total Choice INV 195935 \$3.27 (paid 1/6/20)
  - Total Choice INV 196202 \$30.52 (paid 1/6/20)MOTION by Rieck, second by Coon, all ayes, motion carried.
6. **Amperage Marketing & Fundraising Update:** Lacina reported the Iowa Gold Star Museum has agreed to join our efforts. The next big project is getting ready to launch public fundraising.
7. **RDG Architects Update:** no report
8. **Fundraising Steering Committee Update:** Next meeting is Wednesday, January 22, 2020 at 6:00 p.m.
9. **Veteran Walking Sticks Project – Update:** Lease had walking sticks available and demonstrated the stickers that are available to add to them. He has used \$1000.00 of the \$1200.00 in grant funds given to the commission for this project.
10. **Inquiries:** none
11. **Adjournment:** MOTION by Coon, second by Rieck, all ayes, motion carried.

Next meeting: February 10, 2020 at the Drake Community Library, Community Room

**MINUTES of the DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES**  
**December 18, 2019, 5:15 p.m., Library Board Room**

**ROLL CALL:**    \_X\_Elfenbein    \_X\_Hardin    \_X\_Hammond    \_X\_McFee  
                  \_X\_Pagliai    \_X\_Rudolph    \_Swick            Others present: \_X\_Kennett

President Pagliai called the meeting to order at 5:15 p.m.

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

**APPROVAL OF MINUTES:** Rudolph moved and Hardin seconded approval of the November 21, 2019 Regular Board Meeting minutes. Motion passed unanimously.

**COMMUNICATIONS:**

1. None.

**REPORT OF DIRECTOR:**

1. Statistical report was reviewed.

[Hammond joined meeting]

2. A possible collaboration exists through Grinnell College's Department of Service and Social Innovation to participate in a data analysis project. Project ideas include data analysis of circulation statistics and the effect of overdue charges.

**COMMITTEES: No reports.**

*Building & Grounds –*

*Finance, Salary, & Personnel*

*Long Range Planning –*

*Policy –*

**TRUSTEE REPORTS: None.**

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

**OLD BUSINESS: None.**

**NEW BUSINESS: None.**

**TRUSTEE CONTINUING EDUCATION:**

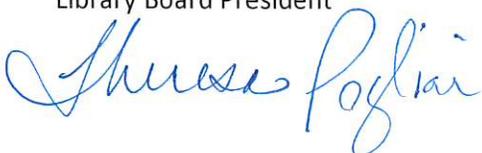
A webinar featuring the Director of the Salt Lake City, Utah Public Library and his experience transitioning to a fine-free library was viewed. Trustees discussed the possibility of better aligning the circulation policy with the library core value of equitable access. The system mechanics of auto-renewal, which is now an option with the library's system vendor SirsiDynix, was also discussed.

Meeting adjourned at 6:55 p.m.

Next meeting: January 22, 2020 at 5:15 p.m.

Theresa Pagliai  
Library Board President

Marilyn Kennett, Library Director  
Recording Secretary





# City of Grinnell, Iowa

## Continuing Disclosure Submission

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**Pursuant to Securities and Exchange Commission Rule 15c2-12**

**For the Fiscal Year Ended June 30, 2019**

### **General Obligation – Base CUSIP: 398568**

- **Annual Financial Information and Operating Data**
- **Annual Audited Financial Statements**

This report includes the financial information and operating data with respect to the City's general obligation bonds.

The City's June 30, 2019 Independent Auditor's Report will be filed on MSRB's EMMA site as a separate document to this Financial Information and Operating Data report.

#### **Submitted:**

January 24, 2020

#### **Issuer Contact:**

Ann Wingerter, City Clerk/Finance Director  
awingerter@grinnelliowa.gov

**PROPERTY VALUATIONS**

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2017 final Actual Values were adjusted by the Poweshiek County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy.

**January 1, 2017 Valuations by Property Classification (for July 1, 2018 to June 30, 2019 tax collection)**

	100% Actual Value	Taxable Value (With Rollback)
Residential	\$349,359,420	\$183,285,189
Commercial	\$70,581,343	\$60,502,588
Industrial	\$13,814,887	\$11,446,037
Multiresidential	\$13,491,528	\$9,731,832
Railroads	\$2,248,100	\$2,023,290
Utilities w/o Gas & Electric	\$634,326	\$634,326
Other	\$0	\$0
Gross Valuation	\$450,129,604	\$267,623,262
Less: Military Exemption	\$829,696	\$829,696
Net Valuation	\$449,299,908	\$266,793,566
TIF Increment	\$69,138,781	\$69,138,781
<i>(used to compute debt service levies and constitutional debt limit)</i>		
Taxed Separately		
Ag. Land	\$1,396,760	\$760,506
Ag. Buildings	\$234,990	\$127,948
Gas & Electric	\$19,415,201	\$4,272,827

Source: Iowa Department of Management.

**VALUATION TREND**

Valuation Year	Payable Fiscal Year	100% Actual Valuation	Taxable Valuation (With Rollback)	Taxable TIF Increment Valuation	Total Taxable Valuation
2018	2019/20	\$555,631,825	\$270,446,876	\$82,035,167	\$352,482,043
2017	2018/19	\$539,485,640	\$271,066,393	\$69,138,781	\$340,205,174
2016	2017/18	\$543,508,186	\$279,874,591	\$71,184,219	\$351,058,810
2015	2016/17	\$511,428,037	\$251,269,304	\$74,945,040	\$326,214,344
2014	2015/16	\$512,515,669	\$263,131,340	\$66,918,411	\$330,049,751

The 100% actual valuations, before rollback and after reduction of military exemption, include ag land and buildings, TIF increment, and gas and electric utilities and are used for calculating debt capacity. The taxable valuations, with the rollback and after the reduction of military exemption, include gas and electric utilities, exclude ag land and buildings and exclude taxable TIF increment value, which is shown separately. Iowa cities certify operating levies against taxable value excluding TIF increment. However, debt service levies are certified against taxable value including TIF increment.

Source: Iowa Department of Management.

Continued on next page.

**MAJOR TAXPAYERS**

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Poweshiek County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas providers (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's tax levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the tax levies of the other taxing entities which overlap the properties.

The table below includes the top taxpayers by 2017 Taxable Valuation (Fiscal Year 2018/19 collection).

<u>Taxpayer</u>	<u>2017 Taxable Valuation</u>
St Francis Manor Inc	\$10,262,595
Jeld Wen Inc	7,818,120
The Knolls LC	7,466,346
Harwich Terrace at Mayflower LLC	5,739,727
Key Cooperative	5,522,679
Wal Mart Real Estate Busienss Trust	4,195,665
Interstate Power & Light Company	3,589,348
Mayflower Homes Inc	2,823,962
Sully Cooperative Exchange	2,593,593
Hutchison Partners LLC	2,571,579
Total:	<u>\$52,583,614</u>

Top Ten as Percent of Total 2017 Taxable Valuation: 15.46%

Source: Poweshiek County Auditor.

**POPULATION**

	<u>1980</u>	<u>1990</u>	<u>2000</u>	<u>2010</u>
City of Grinnell	8,868	8,902	9,105	9,218
County of Poweshiek	19,306	19,033	18,815	18,914
State of Iowa	2,913,808	2,776,831	2,926,324	3,046,355

Source: U.S. Department of Commerce

**LEVIES AND COLLECTIONS**

<u>Valuation Year</u>	<u>Collection Year</u>	<u>Amount Levied</u>	<u>Amount Collected*</u>	<u>Percent Collected</u>
2018	2019/20	\$4,019,405	<i>In the process of collection</i>	
2017	2018/19	4,009,988	\$4,034,032	100.6%
2016	2017/18	3,998,954	4,026,596	100.7%
2015	2016/17	3,669,299	3,605,298	98.3%
2014	2015/16	3,817,572	3,807,750	99.7%
2013	2014/15	3,764,293	3,770,196	100.2%
2012	2013/14	3,762,511	3,768,390	100.2%
2011	2012/13	3,690,513	3,699,938	100.3%
2010	2011/12	3,364,207	3,718,484	110.5%

\* Includes delinquent taxes, if any.

Source: City of Grinnell

Continued on next page.

**DEBT LIMIT CALCULATION**

The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by constitutional debt limit which is an amount equal to 5% of the value of taxable property within its limits as ascertained by the last state and county tax lists. The Issuer's debt limit, based upon 2017 property valuations, is illustrated below:

Actual Valuation, 2017:	\$540,315,336
Less: Military Exemption:	<u>\$829,696</u>
	\$539,485,640
	x 5%
Statutory Debt Limit:	<u>\$26,974,282</u>
Debt Applicable to Limit:	
General Obligation Notes/Bonds	\$16,517,000
Amount of Debt Capacity Remaining:	\$10,457,282
Percent of Debt Capacity Remaining:	38.77%

**General Obligation Bonds/Notes Paid by Taxes and Sales Tax**

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Obligation as of June 30, 2019</u>
10/2009	\$1,900,000	Various Projects - Notes	6/2029	\$840,000
9/2014	5,995,000	Advance Refunding of 2008 Bonds	6/2027	5,495,000
3/2019	425,000	Various Projects - Notes	6/2024	<u>425,000</u>
			Total:	<u>\$6,760,000</u>

**General Obligation Bonds/Notes Paid by Taxes and Tax Increment**

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Obligation as of June 30, 2019</u>
12/2013B	\$3,720,000	Urban Renewal (Streets/Boiler)	6/2024	\$3,130,000
6/2016	7,460,000	Various Projects - Bonds	6/2036	5,985,000
6/2018	700,000	Urban Renewal Note	6/2028	<u>642,000</u>
			Total:	<u>\$9,757,000</u>

**Total General Obligation Debt Subject to Limit:**

**\$16,517,000**

**FINANCIAL SUMMARY**City of Grinnell, Iowa (as of June 30, 2019)

2017 100% Valuation	\$539,485,640
2017 Taxable Valuation (excludes \$888,454 ag value)	\$340,205,174
General Obligation Bonded Debt ( <i>including this issue</i> )	\$16,517,000
Direct General Obligation Debt per Capita (2010 Census: 9,218)	\$1,791.82
Total Direct and Indirect General Obligation Debt per Capita	\$1,932.84
Ratio of Direct General Obligation Debt to 100% Valuation	3.06%
Ratio of Direct and Indirect G. O. Debt to 100% Valuation per Capita	3.30%
100% Valuation per Capita	\$58,525.24

Poweshiek County

2017 100% Valuation	\$2,107,980,660
2017 Taxable Valuation	\$1,232,632,353
General Obligation Bonded Debt	\$4,710,000
Percent Allocable to City	27.60%
Amount Allocable to City	\$1,299,954.82
City's Share of Debt per Capita	\$141.02

Grinnell-Newburg Community School District

2017 100% Valuation	\$1,067,325,307
2017 Taxable Valuation	\$639,352,927
General Obligation Bonded Debt	\$0
Percent Allocable to City	53.21%
Amount Allocable to City	\$0.00
City's Share of Debt per Capita	\$0.00

Iowa Valley Community College

2017 100% Valuation	\$9,019,128,726
2017 Taxable Valuation	\$5,137,078,413
Bonded Debt:	
General Obligation School Bonds/Notes	\$0
General Obligation Certificates: Industrial New Jobs Training Certificates <sup>1</sup>	\$3,330,000
Total General Obligation Debt	\$3,330,000
Percent Allocable to City	6.62%
Amount Allocable to City (excludes New Jobs Training Certificates)	\$0.00
City's Share of Debt per Capita (excludes New Jobs Training Certificates)	\$0.00

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<sup>1</sup> The Certificates are issued to finance projects which provide education and training of workers for new or expanding industry in the Merged Area. While secured by an annual levy of a standby tax upon all taxable property in the Merged Area, the debt service is payable from revenues of the respective projects and the standby tax will be collected only in the event such revenues are insufficient. The Certificates are currently self-supporting.



CITY OF GRINNELL  
520 4th Avenue  
Grinnell, IA 50112  
Phone: 641-236-2600  
Fax: 641-236-2626

MAYOR

DAN F. AGNEW  
dagnew@  
grinnelliowa.gov

CITY COUNCIL

BYRON HUEFTLE-  
WORLEY  
At—Large

JIM WHITE  
At—Large

JULIE DAVIS  
1st Ward

JO WRAY  
2nd Ward

RACHEL BLY  
3rd Ward

LAMOYNE GAARD  
4th Ward

ADMINISTRATION

RUSSELL L.  
BEHRENS  
City Manager  
rbehrens@  
grinnelliowa.gov

ANNMARIE WINGERTER  
City Clerk/Finance Director  
awingert@  
grinnelliowa.gov

WILLIAM J.  
SUEPPEL  
City Attorney  
billjs@  
meardonlaw.com

Jan. 28, 2020

Poweshiek County Board of Supervisors  
County Courthouse  
302 East Main  
Montezuma, IA 50171

We recently received notice of a Poweshiek County Board of Supervisors meeting scheduled for Wednesday, January 29, 2020 to provide an update to township clerks and trustees regarding change in ambulance service in their township. It has been brought to our attention that there is a rumor or false information being disseminated that the Grinnell Fire Department will be responding as EMS First Responders on medical calls in the rural portions of Poweshiek County townships.

Prior to your meeting on Wednesday we wanted to make sure to provide accurate information on this topic. Grinnell Fire Department will not be responding as EMS First Responders on medical calls in the rural Poweshiek County townships. At an earlier meeting this concept was discussed, however, Chief Sicard clearly stated that this could only happen if the Township Trustees brought the issue to the Grinnell City Council and reached some type of agreement. This has not happened.

The Grinnell City Council has full oversight over the Grinnell Fire Department. The rural areas are covered by a contract between the Rural Fire Association and the city of Grinnell. This contract includes responses for fire, hazardous materials, disasters, car accidents and rescues to which our responses will not change. It specifically excludes ambulance and emergency medical services.

Our agency's primary responsibility is for fire protection, the city of Grinnell added an EMS first responder license for response within Grinnell's corporate limits. We are designed more specifically to assist our ambulance service or be a back-up when they are not available. Other than one volunteer, all of our EMS trained responders are paid employees. Adding rural EMS first responder responsibilities would take some changes to make it successful.

From previous conversations we believe the requests for first responder service from the GFD stem from the potential long response times for the covering ambulances under the new system being advanced by the Board of Supervisors. By best estimate this could be as high as 35-40 minutes in northern Chester Township and 30-35 minutes in Washington Townships.

These are concerns for us as well, especially when the GFD is standing by with a car accident victim awaiting an ambulance, aiding at a farm accident scene, or have a victim of a fire. Have plans been made to help reduce these response times by having an ambulance and personnel stationed closer? Also a concern and question from our department is the availability of an ambulance to stand-by at fires in the rural area, will this service be offered by the ambulance service covering?

We would request that you please forward us a copy of the coverage map for our reference. Any other information you can provide to us would be appreciated.

Sincerely,



Mayor Dan Agnew

Daniel J. Sicard  
Fire Chief

# Programs and services guide

We're proud to be a part of your community. This guide provides an overview of the many programs and services we offer.

Visit [alliantenergy.com/iowacomunities](http://alliantenergy.com/iowacomunities) for an online list of resources.

## Customer options

### **Easily manage your Alliant Energy Account**

Choice. Convenience. Control. Enroll in *My Account* to quickly and easily pay your bill, see your energy usage, enroll in *Paperless Billing* or *Auto Pay* and set up account notifications.

**Don't forget to download the Alliant Energy app!**

## Community support

### **Community grants**

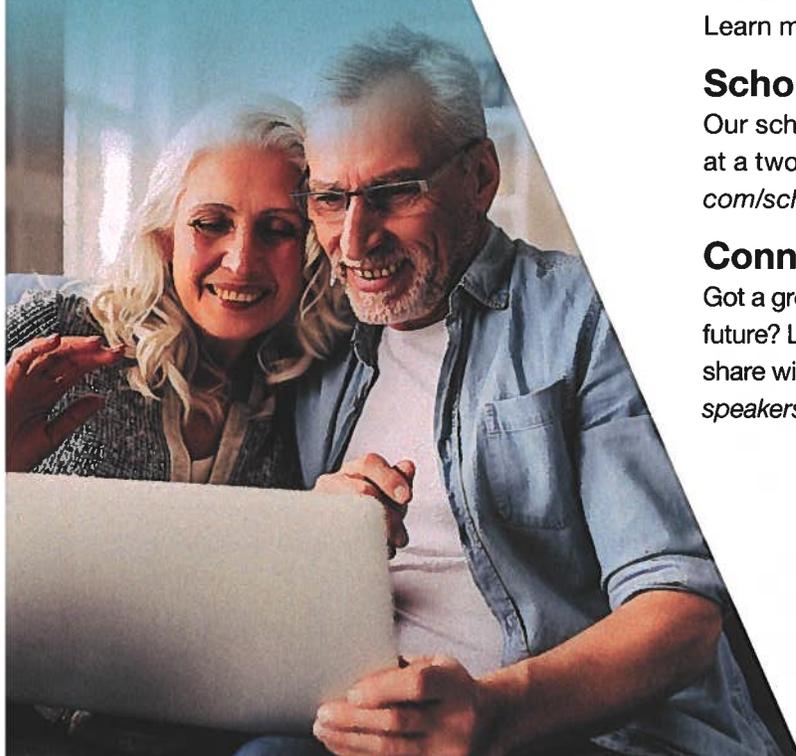
The Alliant Energy Foundation offers community grants to nonprofits in three focus areas: Helping Families, Education and Environment. We also offer grants for safety-related projects. Learn more at [alliantenergy.com/foundation](http://alliantenergy.com/foundation).

### **Scholarships**

Our scholarships help students reach for what's next, whether at a two- or four-year college or tech school. Visit [alliantenergy.com/scholarships](http://alliantenergy.com/scholarships) for more information.

### **Connecting with our customers**

Got a group that's curious about wind power or the clean energy future? Let us know! We'll send an Alliant Energy representative to share with your group or class. Learn more at [alliantenergy.com/speakersbureau](http://alliantenergy.com/speakersbureau).



## Safety education

Safety is an important part of the work we do. FREE online training courses and other helpful information is available at [alliantenergy.com/safety](http://alliantenergy.com/safety).

## Sponsoring community events

We are proud to support local community events and activities throughout our service area. Request sponsorship funds at [alliantenergy.com/sponsorships](http://alliantenergy.com/sponsorships).

## Energy efficiency and environment

### Save energy and money

Take advantage of money-saving rebates on energy-smart products for your home or business. Visit [alliantenergy.com/rebates](http://alliantenergy.com/rebates) or call 1-866-ALLIANT (866-255-4268).

### Tree-planting projects for your community

Through the Branching Out program, Alliant Energy, Trees Forever and local community leaders work together on tree-planting projects. Apply for a Branching Out tree-planting grant at [alliantenergy.com/branchingout](http://alliantenergy.com/branchingout).

### Supporting renewable energy has never been easier

*Second Nature*™ is a great way for residential and business electric customers to support electricity generated from renewable resources. Learn more at [alliantenergy.com/secondnature](http://alliantenergy.com/secondnature).

## Energy assistance

### Hometown Care Energy Fund

Help neighbors in need by contributing to our energy assistance fund for low-income families. Learn more at [alliantenergy.com/hometowncare](http://alliantenergy.com/hometowncare).

### Weatherization Assistance

Alliant Energy helps the Iowa Department of Human Rights and the US Department of Energy provide free energy efficiency retrofits for limited income customers to help reduce heating and cooling costs. For more information, visit [alliantenergy.com/weatherization](http://alliantenergy.com/weatherization).

### Low-Income Home Energy Assistance Program (LIHEAP)

LIHEAP is a federally funded program that helps low-income households with the costs of energy used for home heating and cooling. Learn more at [alliantenergy.com/liheap](http://alliantenergy.com/liheap).

## Economic Development

We provide site location expertise to companies interested in opening for business, relocating or expanding in our service area. Learn more at [alliantenergy.com/economicdevelopment](http://alliantenergy.com/economicdevelopment).



# GRINNELL POLICE DEPARTMENT 2019 ANNUAL REPORT



16<sup>th</sup> Annual Grinnell Shop with a Cop



## MISSION

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

**Dennis M. Reilly**  
**Chief of Police**  
**GRINNELL POLICE DEPARTMENT**  
**CITY OF GRINNELL, IOWA**

**FROM:** Dennis Reilly, Chief of Police

**DATE:** January 29, 2020

**TO:** Honorable Mayor Dan Agnew  
Honorable City Council  
Russell L. Behrens, City Manager  
Mrs. Ann Wingerter, City Clerk  
Citizens of the City of Grinnell  
Members of the Grinnell Police Department

**SUBJECT: Grinnell Police Department 2019 Annual Report**

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

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

This report will provide the reader with a summary of the following aspects and activities of the Grinnell Police Department: Current staffing levels and duties; Calls for Service and Investigations; Traffic Safety; Training; Crime Prevention; School Based Activities and a look at 2020.

**STAFFING:**

The Grinnell Police Department is currently staffed with 15 full-time members (13 sworn police officers and 2 civilian staff members). In 2019 we experienced the retirement of Capt. Theresa Petersen, who provided 31 years of dedicated service to Grinnell, and Ofc. Michael Dickenson. In September Captain Sittig was promoted to the rank of Captain while Ofc. Kies and Ofc. Criswell were hired to fill these retirement vacancies. We also saw the resignation of Sgt. Ben Gray to become Chief of Police in Marengo. We are working to fill the vacancy created by Sgt. Gray's departure and would hope to have it filled by spring. We will also be conducting testing in February for the vacant sergeant position.

Of the 13 sworn members, staffing consists of: one (1) Chief of Police; one (1) Captain; two (2) Sergeants; eight (8) Patrol Officers; one (1) Narcotics Investigator.

The following is an overview of our staffing assignments:

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

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

**Sergeant** (2)

- (Vacant) Dayshift
- (2) Nightshift – In addition to our two night shift sergeants being responsible for first line supervision of officers assigned to the night tour, their collateral duties include: Department training, to include field training program coordination; Criminal investigation; Traffic Safety function; tobacco and alcoholic beverage compliance.

**Patrol Officers**- Eight (8) assigned to 12-hour patrol shifts

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

**Criminal Investigator**

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

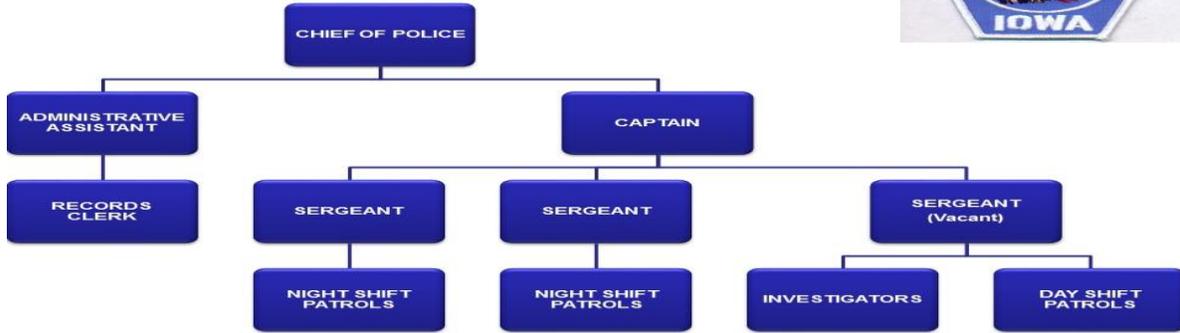
**Narcotics Investigator**

- Our narcotics investigator is assigned to the Mid-Iowa Narcotics Enforcement (M.I.N.E.) and is responsible for the investigation of narcotic activities, as well as other vice related activity.

**Civilians** (2)

- Administrative Assistant – Responsible for assisting department administration with numerous office management tasks, to include: accounts payable and receivables; payroll; time accrual tracking and correspondence. The Administrative Assistant is also responsible for: management of the Property & Evidence function; management of in-car and body worn camera video; public record requests; liaison with Poweshiek County courts and County Attorney office.
- Dictation Clerk – Responsible for various records assignments as well as computer data entry. The Dictation Clerk is also responsible for: management and submission of our Uniform Crime Report; Grinnell Safety Committee representation; coordination of annual city safety training for the department; Parking citation processing.

# GRINNELL POLICE DEPARTMENT



## CALLS FOR SERVICE AND INVESTIGATIONS:

In 2019 we continued to experience criminal activity that requires a great deal of attention and expertise on the part of our officers. The statistical portion of this report was generated from our records management system. This system provides officers with access to department records while on patrol. This access includes the ability to: perform name and address history inquiries, complete reports and review calls for service, store statistical data for reporting. This system has also provided the department with the opportunity to go paperless as it relates to reports and documents associated with investigations.

In 2019 our officers responded to, or initiated, 14,858 calls for service. This is a 10% increase from 2018 and 6% increase from 2017. These calls for service include, but are not limited to: reports of criminal activity; motor vehicle crashes; traffic enforcement; assists to other agencies; medical and fire emergencies; alarm activation responses, business and property checks, and other service related functions. It should be noted that the rise in calls for service after 2015 is directly related to the robust records management system that we invested in, providing officers and the department with a more efficient method in documenting our activities.



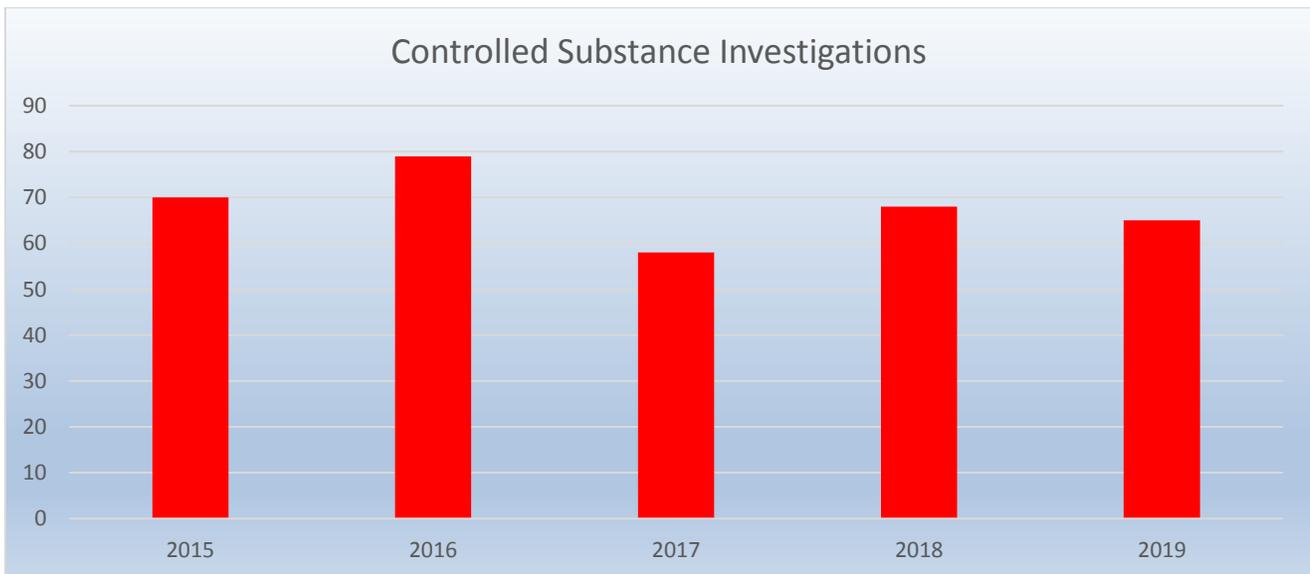


Of the 14,858 calls for service in 2019, 1,323 of those resulted in case reports being filed and investigated. This is an increase of .5% from 2018 and 2.4% from 2017. The 10 year average for cases handled by Grinnell officers is 1,200. Unlike our previous records management system, the current system automatically creates a case based on certain call for service types, in particular allegations of crimes against persons and property crimes.



In 2019 the Grinnell Police Department handled 65 narcotics related investigations, which is a 4% decrease from 2018. Of those 65 cases, 61 individuals were arrested for drug related offenses. In the spring of 2016 we assigned an officer back to the M.I.N.E Task Force, without any additional funding from outside sources, in order to resume a more focused effort to address narcotic activity, and in particular the distribution of narcotics.

In 2019 the M.I.N.E. officer investigated 16 criminal cases, which resulted in 10 individuals being arrested for narcotic distribution related activities. A criminal case for narcotics distribution is often difficult to pursue, with the investigating officer being reliant upon a number of dynamic variables. While our efforts at addressing this type of activity have been positive, there continues to be more work for us to do. We encourage residents, who have direct knowledge of narcotics activity, to contact Inv. Nate Anderson.

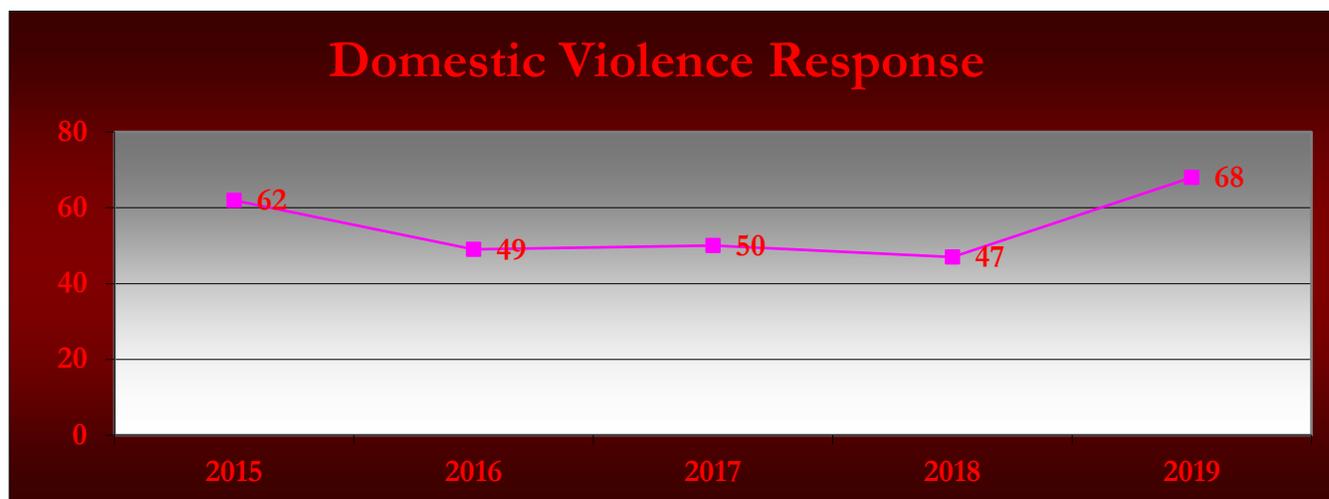


In 2019 the Grinnell Police Department continued to take steps in addressing prescription drug abuse and opioid addiction by maintaining a prescription drug box that is located in the lobby of the Public Safety Building, and which is available during regular office hours. Across our country overdose deaths

from heroin has reached epidemic proportions, with Iowa unfortunately not being immune from this. The use of Heroin, which is often cut with fentanyl or carfentanyl (potent opioids), is creating deadly consequences and affecting a wide range of population segments. Why a prescription drug box to address heroin overdoses? Often time's heroin users are abusers of prescription pain killers such as oxycodone or hydrocodone. For those who have valid prescription drugs in their homes, but no longer use them, the drop box provides an alternative to leaving the drugs in the home and risking the abuse of them by someone else.

In 2019 we collected approximately 274 pounds of prescription drugs. The surrendered drugs were taken to a facility for incineration. In 2020, as a result of the destruction facility now charging for these destruction services, we will be looking at alternate destruction sites and funding sources to offset our destruction costs. Additional information on prescription drug abuse/opioid abuse and properly disposing of unused medication can be found at [tps://odcp.iowa.gov/rxotc](https://odcp.iowa.gov/rxotc).

Domestic Violence continues to be a national problem, where it is estimated that, on average, nearly 20 people per minute are physically abused by an intimate partner. Grinnell continues to be not immune to this wave of violence, and the members of this department take an aggressive approach to this behavior, while working within the limits of the Iowa Domestic Abuse statute. In 2019 the Grinnell Police Department responded to approximately 68 reports of Domestic Abuse, which is a 31% increase from 2018, and 33 reports of a No Contact Order violation, which is a 32% decrease from 2018. The Grinnell Police Department has averaged 67 responses to reported domestic violence incidents over the last 10 years. These investigations resulted in 43 arrests for domestic abuse and/or contact order violations.

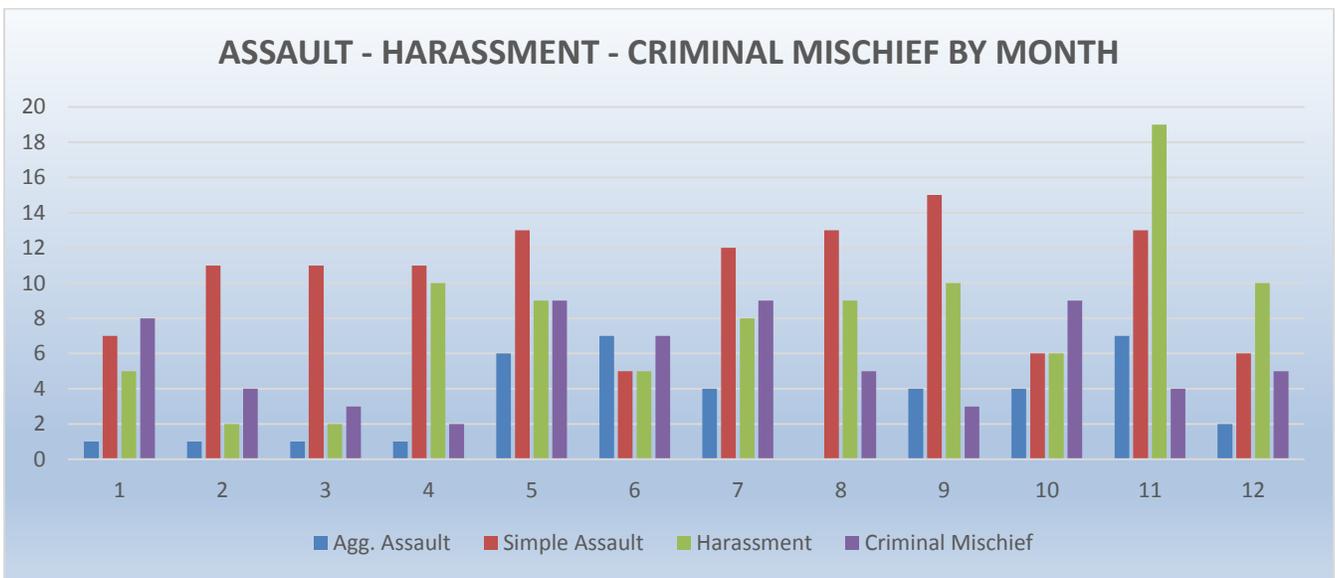


For those who need further assistance with a domestic abuse situation, the Iowa Coalition Against Domestic Violence (<http://www.icadv.org/>) is a tremendous resource. For those experiencing domestic abuse within the city of Grinnell, our officers are here 24/7 to render assistance and provide victims with resource information.

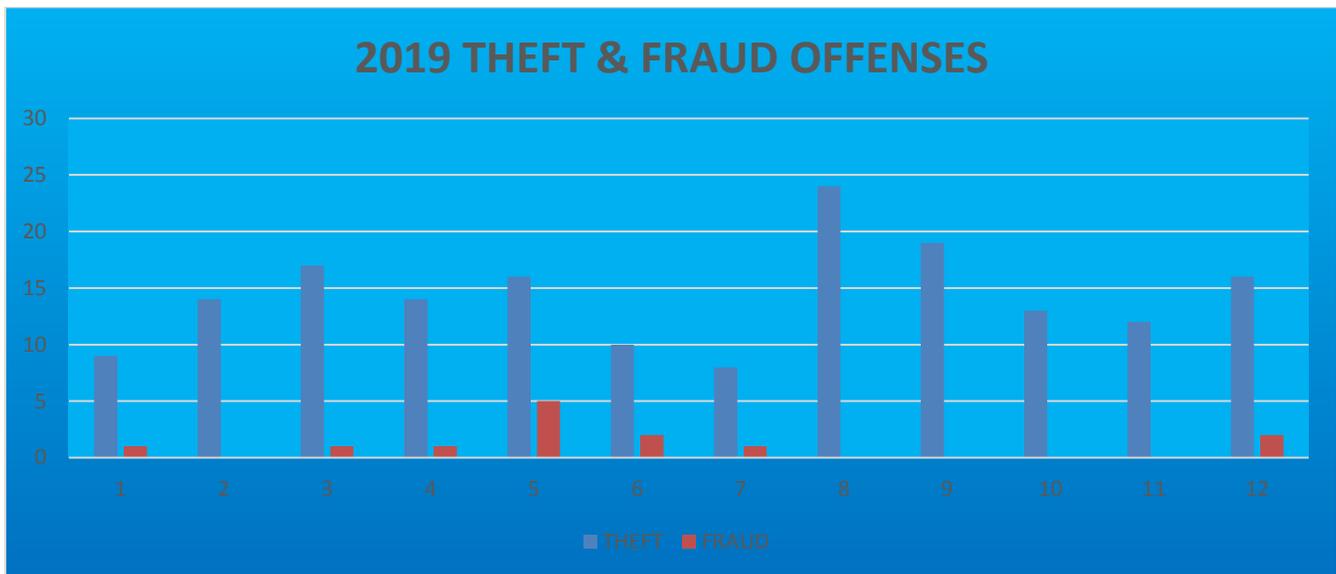
Addressing quality of life issues is of particular focus for the police department in order to maintain what we enjoy here in Grinnell. Included in those quality of life issues are reports of disturbances (Fights; Neighbor disputes; Juvenile problems; Noise Complaints; Trespassing; Fireworks) and alcohol related events. In 2019 we responded to 797 disturbance and alcohol related calls for service, an 11% increase from 2018.



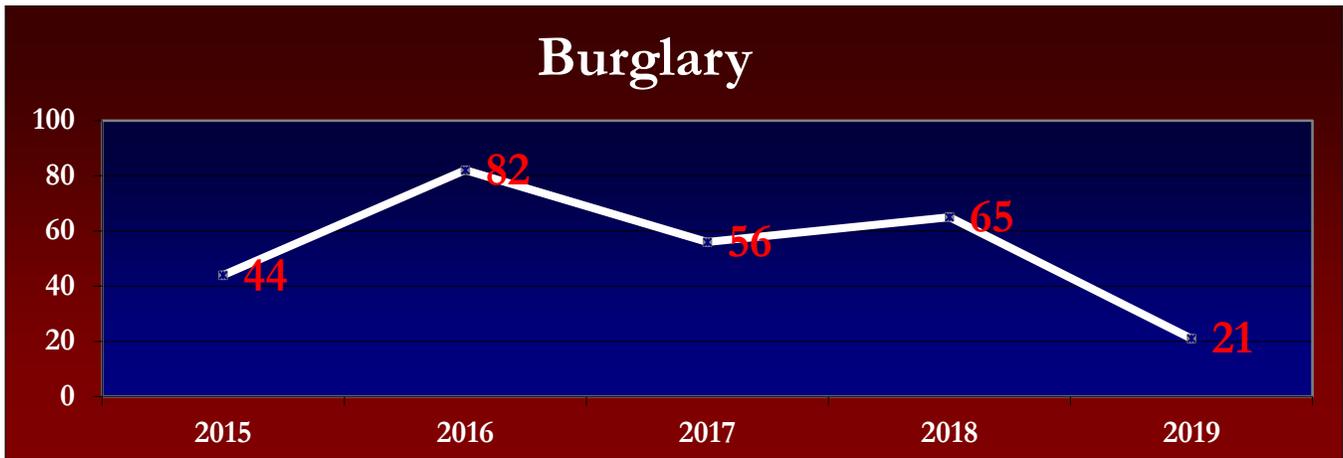
Often times the root cause of a disturbance is alcohol consumption or controlled substance use, so a prompt response is necessary to minimize the potential for these incidents to mushroom into something more serious, such as assaults, criminal mischief and harassment. In 2019 the Grinnell Police Department investigated 161 instances of assault, 95 harassment complaints and 68 criminal mischief incidents. The Grinnell Police Department filed 181 criminal charges based off of these 324 incidents.



In 2019 the Grinnell Police Department responded to 172 reported thefts, a 29% decrease from 2018, while fraud investigations also decreased by 68% to 13. Often times the reporting party of a fraud is referred to another agency since the offense did not take place in Grinnell. As it relates to thefts, more often than not thieves are nothing more than opportunists. While the likelihood of eliminating theft is doubtful, the public can certainly minimize the risk of becoming a victim of theft by securing their homes and vehicles when not occupied, while also not leaving valuables out in plain view for all to see and remove. Instances of identity theft and deception schemes often take place by persons who are not in the United States, which makes investigation difficult. What is important for our residents to remember, especially our elderly who are often times targeted, is that if it sounds too good to be true, it probably isn't true. Likewise, when an entity makes phone contact demanding financial payment, further research is required. We are also working with our retail partners to help prevent, or aggressively pursue, acts of retail theft.



In 2019 the Grinnell Police Department investigated 21 cases involving an accusation of burglary, which is a 68% decrease from 2018. While not the sole factor, this decrease can be principally associated with the decrease in vehicle burglaries that we experienced in 2019 vs. 2018. Historically speaking these burglaries are generally more attributed to vehicle and commercial properties. The highest number of reported burglaries was 99 in 2000. As with most property crimes, burglary suspects are often times opportunists. The vast majority of burglary suspects are not looking for confrontation, but instead looking to slip in and out without detection. They look for indicators of an unoccupied residence, unlocked vehicles and valuables left in plain sight, or vulnerabilities with a business such as no lights on during the evening hours, newspapers or mail not being taken in, cash being left in business registers, poor exterior lighting and possibly the lack of any video monitoring or alarm system. The burglar will also look for homes with overgrown bushes or poor lighting near entry points, which provides concealment. Leaving a residence, or vehicle, unlocked while unoccupied also does not help matters. The public plays an incredible role in property crime prevention and identification. When a resident or business owner observes something that looks out of the ordinary, they are encouraged to contact the police department. The members of the Grinnell Police Department would much rather investigate a suspicious person or vehicle, and determine that no criminal activity was taking place, instead of determining after the fact that someone had observed suspicious activity that turned out to be the suspect of a burglary or theft.

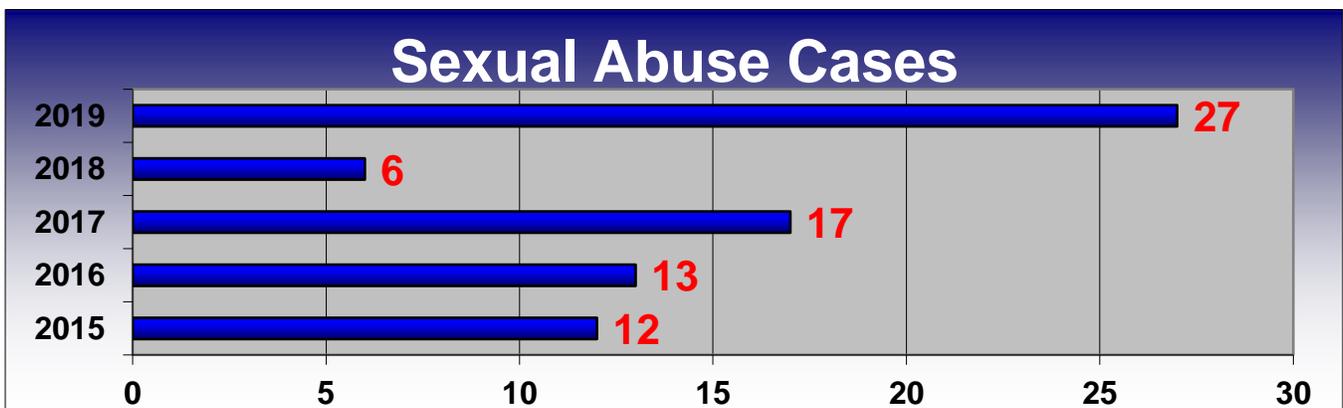


Aside from murder, which we were fortunate not to encounter in 2019, sexual abuse cases are probably the most significant crime against person that an officer can be assigned to. In most instances these crimes, with 2019 being no exception, are committed by suspects who are known by the victim. In 2019 the Grinnell Police Department investigated 27 cases of alleged sexual abuse, which is a significant increase from 6 in 2018. A breakdown of the 27 investigation dispositions is as follows:

- Arrest – 7
- Inactive - 6
- Unfounded - 2
- Exceptionally Cleared – 10
- Active - 2

Of these 27 cases, we encountered a number of instances where the victim was a juvenile and engaged in consensual intercourse. In these instances the otherwise consensual act is considered sexual abuse because the victim has not reached the age of consent, which is generally 16, and the offending party is four or more years older than the “Victim”. The Grinnell Police Department encourages parents and guardians to have conversations with their children and educate them on such matters as age of consent. The Police Department is also working with the school district for information such as this to be included within appropriate curriculum.

While it is difficult to determine a root cause for acts of sexual assault, the Center for Disease Control (CDC) has identified a number of risk factors that lead to sexual assault. These factors include risks associated with the individuals involved, relationship factors, as well as community and societal factors. Those interested in learning more about these risk factors can visit the CDC article online at <http://www.cdc.gov/violenceprevention/sexualviolence/riskprotectivefactors.html>.



In 2019 Sgt. Johnson was in charge of investigations, with Ofc. Moore assigned as our criminal investigator. Our criminal investigators handled 48 investigations, in addition to those cases assigned to the investigator as part of their daily patrol function. This is an increase of 71% from 2018. Of the 48 criminal investigations, 32 of those cases were cleared (67% clearance rate). An additional 14 cases were classified as open-inactive, meaning that there were no further avenues of investigation available to either identify a suspect or gather enough evidence that rose to the level of probable cause to make an arrest. This does not prevent the investigator from re-opening an investigation if information becomes available to identify a suspect and/or file charges. A vast majority of these open-inactive cases are related to property crimes. There are 3 cases that are still active and have been carried over into 2020.

In 2017 we began exploring the use of a case screening process, where weighted solvability factors are used to determine whether or not an investigation is followed up by an investigator. Since my arrival in Grinnell it has been a desire of mine to transition our part-time investigator role in to a full-time function. This would enable the department to take more of a pro-active approach to criminal activity while relieving officers assigned to patrol from prolonged investigations.

There were 381 arrests in 2019, an increase of 15% from 2018. Of those arrested in 2019, 34 were juvenile referrals to the Juvenile Court Officer, which is an increase from 21 in 2018. Among the charges levied against juveniles were alcohol possession violations, possession of a controlled substance and drug paraphernalia, assault and theft.

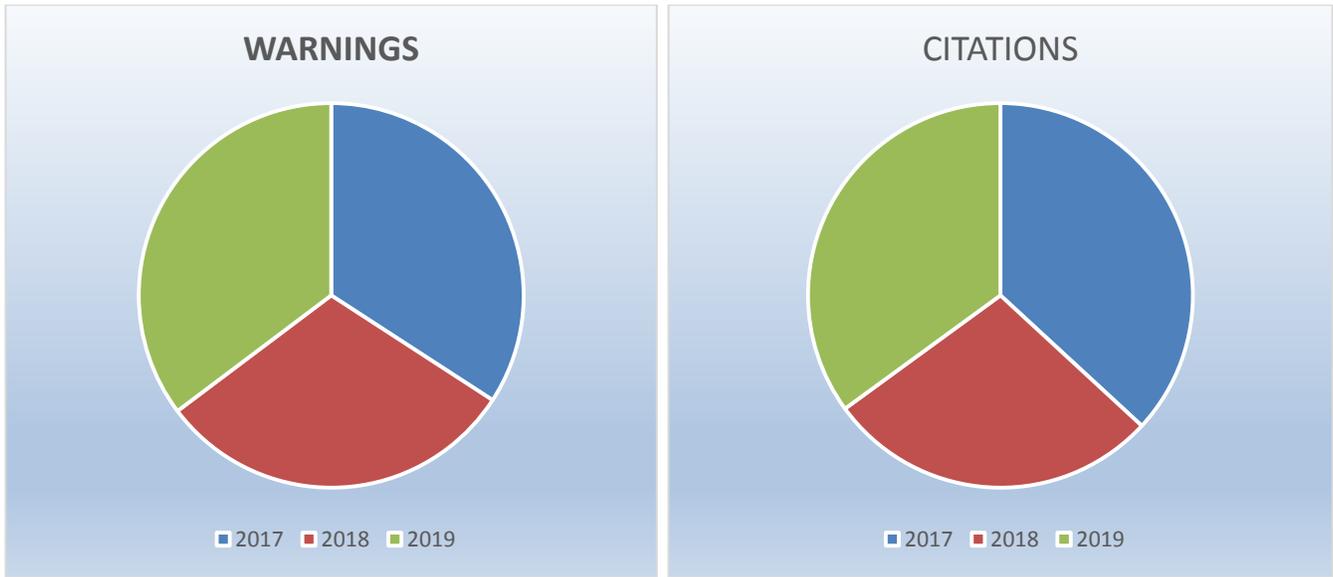


In order to effectively deal with the more serious criminal conduct within our community, we make an effort to deal with the smaller problems before they become bigger ones. Methods such as community policing and intelligence led policing, coupled with proactive enforcement efforts, are effective means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

**TRAFFIC SAFETY:**

In 2019, officers issued 667 citations (24.5% increase from 2018) and 1632 warnings (15% increase from 2018). The three E's of Traffic Safety are: Enforcement; Education; Engineering. By using a combination of citations and warnings, officers are educating motorists on matters of traffic safety while taking enforcement action by stopping the motorist and providing them an opportunity to take their own corrective action.

As evidenced by this data, officers of the Grinnell Police Department seek to educate motorists when possible by issuing warnings where appropriate. In addition to identifying the traffic violations that lead to a motor vehicle stop, officers will identify more serious violations after the traffic stop takes place. These more serious traffic violations include driver's operating a motor vehicle with a suspended, revoked or barred driving privilege. In 2019 approximately 251 drivers were identified as being suspended, revoked or barred. An additional 345 instances of a vehicle being operated without proof of financial liability (No Insurance) took place as the result of a traffic stop.



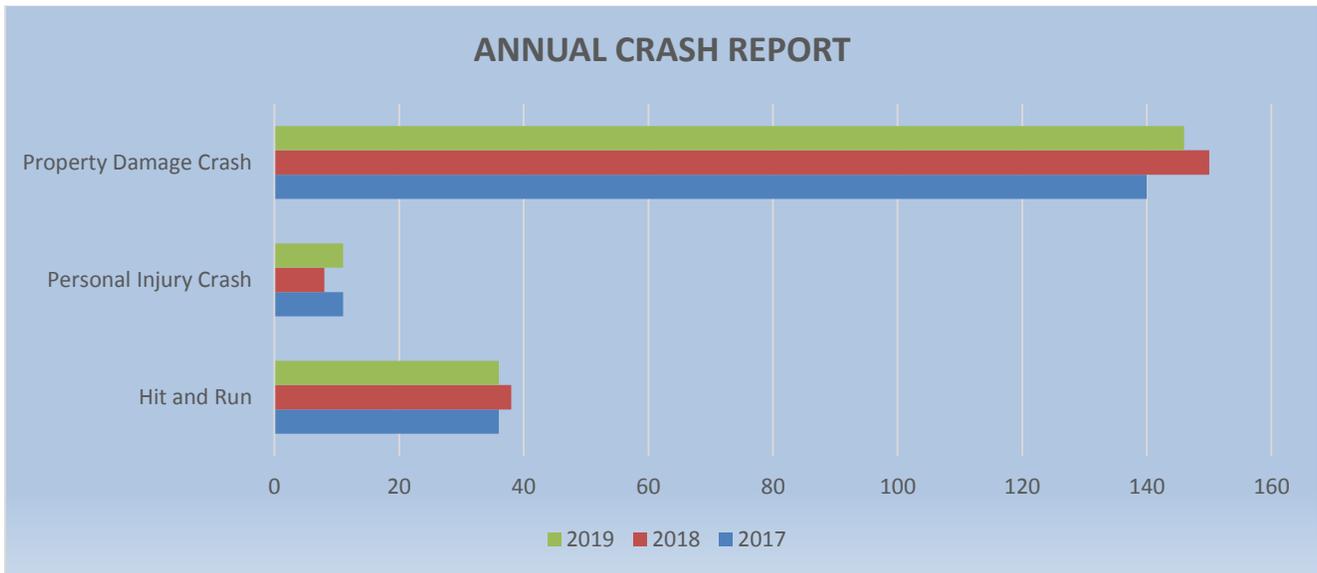
In 2018 the department began deploying a speed sign throughout the city, which not only alerts motorists to their speeds but also aids our traffic safety function in identifying speed issues in neighborhoods while also providing traffic counts where needed. Sgt. Chris Wray is in charge of the traffic safety function and can be contacted for traffic safety related concerns.



Based on traffic studies conducted, coupled with areas identified by our officer's for being prone to moving violations, our officer's will conduct stationary radar and special enforcement activities to address these moving violations. In 2019 Grinnell officer's conducted approximately 798 stationary radar details and 336 special enforcement details.



There was an 8% decrease in property damage crashes in 2019, with 146 occurring. Despite this decrease we experienced an increase (37%) in personal injury accidents with 11 taking place. We also experienced 36 hit and run crashes in 2019, which is a 12% decrease from 2018.

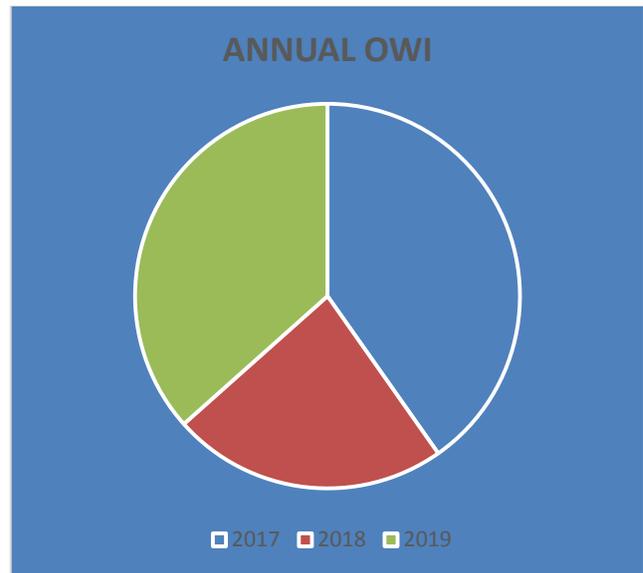


In an effort to address impaired and distracted driving, in 2019 we continued to receive grant funding from the Governor’s Highway Traffic Safety Bureau, Iowa Department of Public Safety. This special Traffic Enforcement Program (s.T.E.P.) grant has been awarded to us for a number of years. It is used for overtime during traffic enforcement projects around the holidays and other events where there is the likelihood of violations. It also provides for the purchase of equipment such as radar units or in-car video systems.

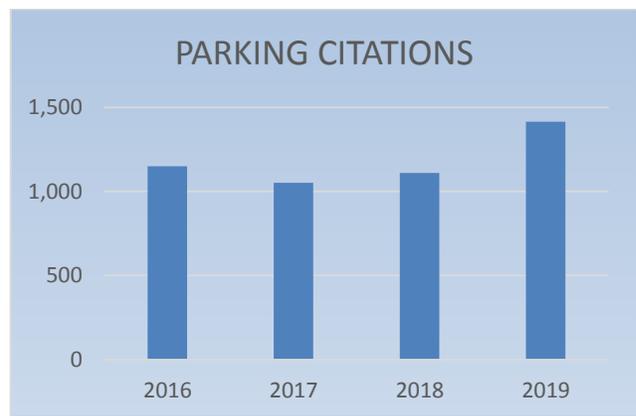
According to the National Highway Traffic Safety Administration (NHTSA), it is estimated that 29 people per day die in alcohol-impaired driving crashes nationally. NHTSA also reports that, while traffic deaths related to impaired driving has fallen by one third in the last 30 years, 10,000 people a year are killed in drunk-driving crashes. The Center for Disease Control (CDC) also reports that marijuana use is increasing and 13% of those drivers operating a vehicle at night, or on the weekend, have marijuana in their system.

Nationally we are seeing an increase in the amount of fatalities where the driver has a controlled substance in their system. Data from 2016 suggests that 43% of fatally injured drivers had drugs present in their system, which is a 56% increase from 2006. Of these fatally injured drivers, 41% were positive for marijuana. Studies have indicated how marijuana impairs motor skills, lane tracking and cognitive functions while also having a negative impact on a driver’s ability to multitask.

In 2019 336 fatalities took place on Iowa roads, which is up from 319 in 2018. While comparison statistics for 2019 have yet to be completed, we do know that of the 319 fatalities that took place in 2018, 73 involved an alcohol impaired driver. Another 80 fatalities involved drivers impaired by drugs. In order to try and minimize these tragedies from occurring in Grinnell and the surrounding area, our officers are trained in the detection and apprehension of impaired drivers. In 2019 our officers made 30 Operating While Intoxicated (OWI) arrests, which is up from 19 in 2018. The OWI offender is another example of a more serious offense being discovered off of that traffic contact for a moving or equipment violation.



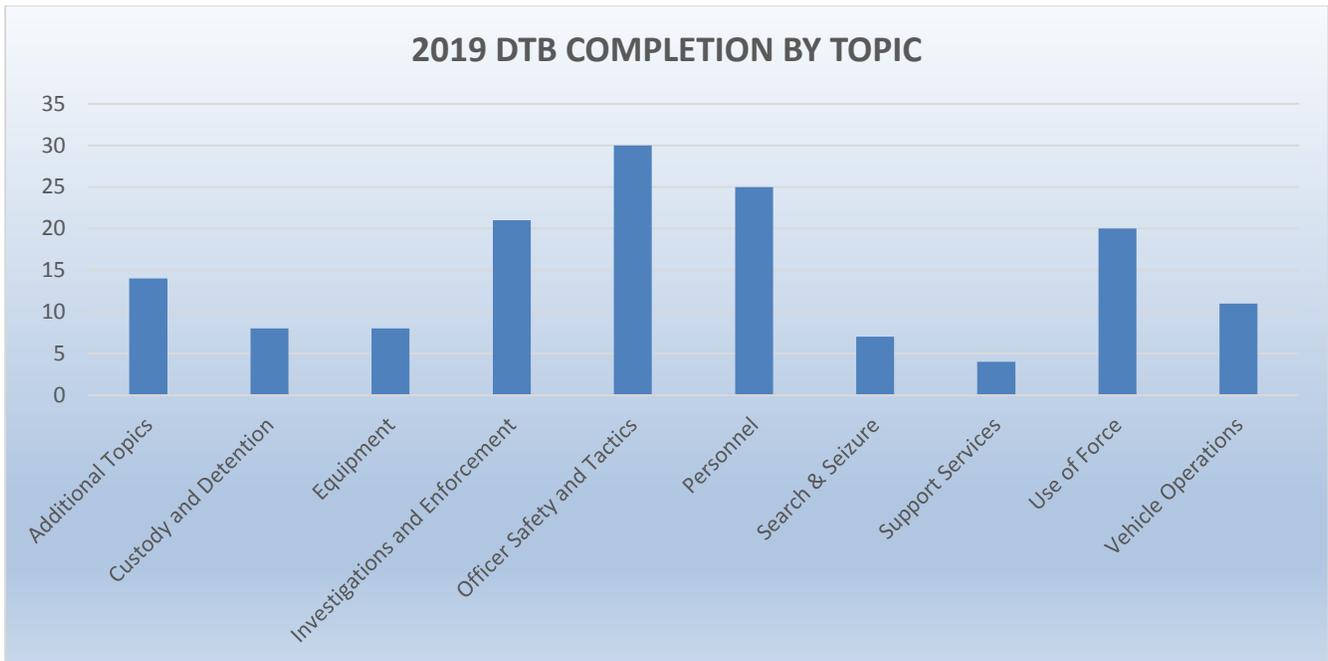
There were 1,414 parking citations issued in 2019, up from 1110 in 2018. Parking violations can cause vision obstructions, jeopardize pedestrian safety (especially near schools, college campus and the downtown area) while also hampering snow removal efforts. Residents and visitors are encouraged to sign up for city notifications, such as when snow emergencies are declared.



### TRAINING:

Training our staff remains a priority for the police department. There are mandatory training requirements put in place by the Iowa Law Enforcement Academy in order to obtain, and maintain, police officer and instructor certifications. We continue to exceed those requirements. We conduct both in-house training, utilizing our own instructors and local expertise, as well as sending officers and civilian staff to training at remote sites. Since 2013 we have expanded our firearms training. Officers engage in both live fire and simulated exercises, which focus not only on their firearms proficiency but also tactical skills as it relates to tactical entry and building searches. We also incorporate monthly internet based training, covering topics such as: mental health; sexual abuse; fair and impartial policing; de-escalation; Iowa law updates; workplace safety. Our in-service and internet based training accounted for approximately 1,211 hours of training for staff in 2019.

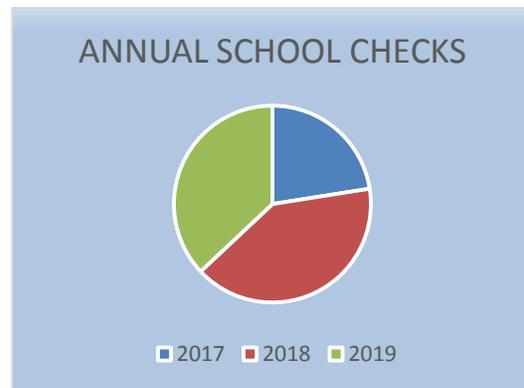
This training time does not include policy based training, which was started in 2018. In the winter of 2017 the Grinnell Police Department completed a yearlong policy manual revision. The web-based policy manual currently used by the Grinnell Police Department, which is based on state and federal law along with industry best practices, incorporates Daily Training Bulletins (DTB) that officers are required to complete. Each DTB presents a scenario with a related policy question, followed by applicable policy review for the scenario and then a test question. In 2019 each officer reviewed approximately 148 DTB's, covering a variety of policy content topics.



**CRIME PREVENTION:**

The Grinnell Police Department continues to work with the community in crime prevention programs and methods. It is critical to our operation that we foster and maintain relationships with our community and businesses. In 2019 Officer’s Bryce Doane and Ben Smith managed the crime prevention duties. As part of our continuing effort to work closely with the various groups and entities of the Grinnell community, we are involved in many coalitions and committees, such as: Grinnell College Parking Committee; Poweshiek County Healthy Choices; Poweshiek County DVA/SAC Coalition; Poweshiek County Sexual Assault Team; Grinnell Chamber of Commerce. The programs provided by the Grinnell Police Department included, but are not limited to: Citizen Police Academy, National Night Out, A.L.I.C.E. training, Camp 911, Coffee with a Cop. In 2019 the Grinnell Police Department provided approximately 75 hours of presentations to approximately 1,575 participants.

Officers also strive to have a presence in the schools as part of their patrol activities. Officers will regularly visit Grinnell schools, depending on call and investigation volume, in order to interact with students and staff. In 2019 patrol officers spent approximately 148 hours in the schools.



The Grinnell Police Department has a number of officers certified as A.L.I.C.E. (Alert, Lockdown, Inform, Counter, Evacuate) instructors. A.L.I.C.E. training was developed following the examination of school environment shootings, such as Columbine High School in 1999. This training provides students and educators in the school environment, as well as workers in an office environment, with options during an active shooter incident. Those interested in A.L.I.C.E training should contact Sgt. Chris Wray. Class duration is flexible, from 2-4+ hours depending on scenarios.

## ADDITIONAL HIGHLIGHTS AND PROGRAMS

- Hosted Grinnell's 17th Annual National Night Out (NNO) program with the Grinnell Optimist Club. This year's event was again particularly successful due to the efforts of Officer Doane and Ofc. Smith, with Central Park being used for the event. NNO is a police and community partnership that is designed to:
  - Heighten crime and drug prevention awareness
  - Generate support for, and participation in, anti-crime programs
  - Strengthen neighborhood spirit and police-community partnerships
  - Send a message to criminals, letting them know that neighborhoods are organized and fighting back
- Camp 911 was conducted in August, with community youth being presented with the various aspects of first responder services in Grinnell. This year we worked with the Davis School Summer program. Instead of one day of activities, we spread the program out over 7 weeks with one hour per week being dedicated to a different public safety topic. We greatly appreciate the partnership with the Davis program staff and look forward to summer 2020.
- Held the 16th annual Shop with a Cop program with many businesses, community members, and the Grinnell Chamber of Commerce as sponsors. This program helps deserving children enjoy their holidays, while also providing our officers with an opportunity to spend time with children of the community, which ultimately fosters improved relationships.
- Coordinated the 11th Citizen's Police Academy. This program provides community members with an opportunity to learn the many facets of law enforcement, and includes a ride-a-long with a Grinnell officer. Since 2012 we have increased our efforts to include the Grinnell College students as participants.
- Conducted periodic foot patrol operations in the downtown area, residential neighborhoods and at Grinnell College, promoting community interaction and deterring crime through high visibility.
- The nuisance animal enforcement effort continues to raise owner awareness with the goal of voluntary compliance of city animal laws. In 2019 the Grinnell Police Department responded to approximately 184 animal related calls for service. This assignment was coordinated by Ofc. Fred Foreman. Enforcing the animal license requirement on a consistent basis keeps animals accounted for and encourages owners to be more responsible. We work closely with the Jasper County Animal Rescue League (JCARL), who provides certified Animal Control Officers to assist with investigations while also responding to pick up stray dogs. In 2019 JCARL responded to approximately 25 of our animal related calls for service. In the fall of 2014 we adjusted our response to stray cats by only picking up those cats that are sick or injured.
- The Grinnell Police Department is also responsible for the enforcement of the city's ordinance on nuisance vehicles. In 2019 30 vehicles were investigated for violation of the nuisance vehicle ordinance. Chapter 51 of the municipal code defines what a "Junk Vehicle" is. First time offenders are issued a warning, while repeat offenders are generally cited for each subsequent violation. As with our other enforcement efforts, the police department seeks voluntary compliance from our residents on the storage of vehicles.
- Facilitated many tours of the police and fire departments to various groups and individuals.

## **MOVING FORWARD IN 2020:**

In 2020, as in previous years, we will continue to work on improving upon the services provided by the Grinnell Police Department. Some of initiatives that we are working on for 2020 include:

- Grinnell is not unlike many other cities across this country, dealing with mental health and substance abuse related problems. These problems, when coupled with access to weapons, are often the root cause for response from specially trained officers. For a number of years the Grinnell Police Department has relied upon mutual aid assistance from the Iowa State Patrol for responding to high risk tactical operations. In 2019 discussions began with the Pella Police Department and Jasper County Sheriff's Office, for whom we are already partners with as part of the MINE Task Force, for the formation of a joint tactical team. In the fall of 2019 we entered into a 28E agreement with these agencies for the formation of the Central Iowa Regional Tactical Team. Three Grinnell Police Department officers have been selected to be members of this team and will begin monthly training in January.
- Throughout the course of an officers career, they will be tasked with investigations that ultimately take a toll, to at least some degree, on their psyche. In 2017 the Grinnell Police Department instituted a Peer Support program, where selected officers received training in individual and group peer support. These specially trained officers provide our members, and those from other neighboring public safety agencies, with access to emotional and tangible peer support. In 2020 the Grinnell Police Department will be adding on to this program, while also attempting to address the immediate needs of the public during times of crisis, by instituting a Chaplain program. The purpose of the Chaplain program will be to provide counseling or emotional support to members of the Grinnell Police Department, their families and members of the public.
- Throughout the years of interaction with the public through programs such as the Citizen Police Academy, we have heard of a desire to assist the department with non-enforcement related tasks. In 2020 the department hopes to embark upon a Volunteers in Police Service (VIPS) program where citizens have an opportunity to volunteer their time in augmenting department personnel with various non-enforcement related tasks. Those who may find this program of interest can go to <https://www.theiacp.org/projects/volunteers-in-police-service-vips> for additional background information on such programs.
- Based on a growing presence of homeless parties within the city, in 2019 a group of community members assembled a "Housing Coalition" working group to review the issue. Capt. Sittig is the department's coalition representative and we look forward to taking positive steps in 2020 with this coalition to provide alternatives and services to these community members who find themselves without housing.

Respectfully Submitted,



Dennis Reilly  
Chief of Police

January 20, 2020

Honorable Mayor Dan Agnew  
City Manager Russ Behrens  
Grinnell City Council



Contained herein is the annual Report of the Grinnell Fire Department for the year 2019.

Listed below is a breakdown of all incidents responded to, by the Grinnell Fire Department, in 2019.

<b>Type of Call</b>	<b>Number</b>
<b>Fires</b>	
<i>Building Fires</i>	25
<i>Car/Truck Fires</i>	13
<i>Rubbish Fires</i>	5
<i>Grass/Crops/Brush Fires</i>	9
<b>Total Fires</b>	<b>52</b>
<b>Rescues</b>	
<i>Motor Vehicle Crashes</i>	52
<i>MVC W/Extrication</i>	4
<i>Special Rescues</i>	7
<i>Medical Assists</i>	410
<b>Total Rescue Calls</b>	<b>473</b>
<b>Hazardous Materials</b>	<b>38</b>
<b>Hazardous Conditions</b>	<b>13</b>
<b>Special/Public Service</b>	<b>69</b>
<b>Burning Complaints</b>	<b>20</b>
<b>Investigation</b>	<b>18</b>
<b>Fire Alarms</b>	<b>58</b>
<b>Weather Issues</b>	<b>5</b>
<b>Total Calls 2019</b>	<b>746</b>

Of the 746 calls for service 648 were in the City District, 80 were in the Rural District, and 18 were Mutual Aid calls. The total dollar loss to fire was estimated at \$1,040,880.

The Grinnell Fire Department is comprised of 5 full-time, 4 part-time and 19 volunteer firefighters, and the following is a list of them all;

Daniel Sicard	Chief	Full-time
Dave Byers	Assistant Chief of Operations	Volunteer
Brian Paul	Assistant Chief of Training	Volunteer
Carl Eggermont	Captain	Volunteer
Mike Groves	Lieutenant/Safety Officer	Volunteer
Ben Barr	Lieutenant	Volunteer
Jason Pollock	Lieutenant/Safety Officer	Volunteer
Dave Thompson	Driver/Firefighter	Part-time
Scott Sieck	Firefighter	Volunteer
Scott Schmidt	Driver/Firefighter	Part-time
Rob Vest	Driver/Firefighter	Full-time
Craig Sieck	Firefighter	Volunteer
Don Ellis	Firefighter	Volunteer
Todd Zell	Driver/Firefighter	Full-time
Jed Petersen	Driver/Firefighter	Full-time
Curtis Sieck	Firefighter	Volunteer
Doug Ernsperger	Vol Assoc President/FF	Volunteer
Kyle Esrey	Driver/Firefighter	Part-time
Jenifer Smith	Vol Assoc Secretary/FF	Volunteer
Todd Pollock	Firefighter	Volunteer
Wade Robeson	Firefighter	Volunteer
Merlyn Schakel	Vol Assoc VP/FF	Volunteer
William Gruman	Vol Assoc Treasurer/FF	Volunteer
Kyle Smith	Firefighter	Part-time
Brent Smith	Firefighter	Volunteer
Christian Williams	Driver/Firefighter	Full-time
Brent Nickel	Firefighter	Volunteer
EJ Rolfes	Firefighter	Volunteer
Oswaldo Carrillo-Torres	Firefighter	Volunteer

Special notes for our roster in 2019 include;

Dan Walker retired from the Fire Department after 23 years of dedicated service. EJ Rolfes and Oswaldo Carrillo-Torres were added as volunteers. The following volunteers left the department this year; Joe Zimsen, Samantha Ramsey, Marcus McMains, Blake Draper and Dalton Lender. Kyle Smith moved from volunteer to part-time.

Below are some of the notable calls from 2019, it should be noted that we are many times assisted on scene by Grinnell Police Department, Poweshiek & Jasper County Sheriff's Office and/or Midwest/CARE Ambulance;

January 6<sup>th</sup>

Grinnell and area firefighters provided an honor guard as Firefighter Eric Hosette, a Clinton Firefighter who died in explosion the day before, is returned home. While this was going on several other firefighters were assisting Jasper County Sheriff's Office with a barricaded, armed subject at Deals Acres. The stand-off ended peacefully.



January 19<sup>th</sup>

Grinnell firefighters were busy with three calls at the same time. The first call came in as a tractor rolled over with a person pinned underneath on 310<sup>th</sup> Ave. The second call was for a train vs car accident at 390<sup>th</sup> Ave. The 3<sup>rd</sup> was to assist the ambulance on a medical at 8<sup>th</sup> Ave. Luckily there were no major injuries at any of the locations.

January 23<sup>rd</sup>

Firefighters were called to assist Knoxville Fire Department with a building collapse with hazardous materials inside.

January 24<sup>th</sup>

Firefighters went mutual aid to Kellogg for a rural house fire. Firefighters not only battled the fire they also had to battle sub-zero temperatures and a -20 wind chill.

January 25<sup>th</sup>

A full involved truck fire destroyed the 9<sup>th</sup> Avenue owner's vehicle.



February 10<sup>th</sup>

A snow storm brought on several accidents on Interstate 80. While responding to one of them, firefighters were hit from behind. Luckily there were no firefighters injured. On the way back from the Interstate, a call was received for a skid loader fire with someone trapped inside. The loader sustained moderate damage and the person was helped out by a passer-by and was not injured. Shortly after this call firefighters responded for a microwave fire on the 3<sup>rd</sup> floor of Grinnell College Noyce Science Building.



February 25<sup>th</sup>

After several rounds of snow firefighters went out and helped clear several hydrants of snow.



March 7<sup>th</sup>

The new Ladder 53 Pierce 100' ladder truck arrived on this day in Grinnell.



April 8<sup>th</sup>

A dry windy day led to a call for mutual aid to Gilman on Hwy 146 at the Gilman curve for a corn bin and field on fire. While finishing up with this fire a 2<sup>nd</sup> fire was observed to the northeast. Grinnell and Gilman assisted Montour Fire Department with a large field fire.

April 13<sup>th</sup>  
A field fire on 32<sup>nd</sup> Street burned 4 acres.



April 15<sup>th</sup> & 16<sup>th</sup>  
Firefighters worked for two days alongside Key Co-op employees to extinguish a fire in beans stored in a 200' X 100' flat. Loss of product was estimated at over \$250,000.



April 22<sup>nd</sup>

Plastic furniture came in contact with an outside fire pit on the patio of Hotel Grinnell and erupted into flames.



May 5<sup>th</sup>

22 acres of CRP burned. Mutual aid was received from Gilman.



May 13<sup>th</sup>

Tractor on 70<sup>th</sup> Street was completely destroyed by fire, no injuries were reported.



June 1<sup>st</sup>

Grinnell Fire, with Jasper County Conservation, hosted a multi county training with a live structure fire on E 146<sup>th</sup> Street N. Firefighters from Grinnell, Searsboro, Gilman, Kellogg and Newton participated.



June 28<sup>th</sup>

The cab of a semi was destroyed in a fire on East Street Lane.



June 30<sup>th</sup>

A two vehicle collision on Highway 6 required the use of hydraulic rescue tools to extricate one of the victims.



July 23<sup>rd</sup>

Firefighters assisted Grinnell Mutual Reinsurance with a fire demonstration and arson investigation class. The class was attended by firefighters, private investigators and claims adjusters from around the state.



July 25<sup>th</sup>

Firefighters set up a “Firefighter’s Challenge” for kids at the Verizon Backpack giveaway event.



July 31<sup>st</sup>

Firefighters answered a call for an odor of smoke at Spaulding’s Loft Apartments. A small fire was found in a bathroom and extinguished with a fire extinguisher.



August 3<sup>rd</sup>

Firefighters responded to a motor vehicle roll over on N 39<sup>th</sup> Avenue E. They found a car rolled into a deep ditch. The roof was crushed in and they were unable to tell if anyone was inside. Air bags were used to raise the car enough to check for occupants. It turned out the driver had fled the scene prior to anyone arriving.



August 5<sup>th</sup>

Firefighters responded mutual aid to Newton for a fire in a hotel. Firefighters worked several hours to contain the fire to just one section of the hotel.



August 11

Kellogg Fire requested assistance with a MCI (Mass Casualty Incident) on E 116<sup>th</sup> Street N. A single car rolled over with five patients. Grinnell firefighters responded both to the scene to assist with victims and to the Rock Creek road to set up a landing zone for a medical helicopter.



August 18<sup>th</sup>

A motor vehicle crash on West Street required a citizen, Steve Briscoe, to rescue the driver as the car caught fire. The fire then extended to the trees next to the car.



August 20<sup>th</sup>

What was determined by the National Weather Service to be a micro burst, severely damaged a house on 410<sup>th</sup> Avenue.



August 30<sup>th</sup>

A fire in the offices at Wes Finch Auto was contained by their sprinkler system. Unfortunately the alarm system was not monitored so the issue was not found until someone opened up in the morning.



September 4<sup>th</sup>

A fire in a storage bin at Natural Products on 6<sup>th</sup> Avenue caused an estimated \$500,000 loss of product.



October 6<sup>th</sup>

The Volunteer Firefighter Association held its annual Fire Prevention Pancake breakfast. Approximately 1200 people attended.



October 22<sup>nd</sup>

A single vehicle rollover on 400<sup>th</sup> Ave had 2 injured. 1 person was partially ejected from the truck and required to be extricated from the vehicle. While the roof was being cut off with hydraulic rescue tools a volunteer fire fighter was struck by a flying piece of metal. The piece hit just under his protective goggles, hit his cheek-bone and went into his eye. The FF was taken to Grinnell Regional Hospital where he was transferred to the University of Iowa for surgery. After missing about a month of work the firefighter is back on the job with a positive prognosis.



October 31<sup>st</sup>

Fire, EMS and Police Officers ran out of candy from the large number of visitors on Halloween.



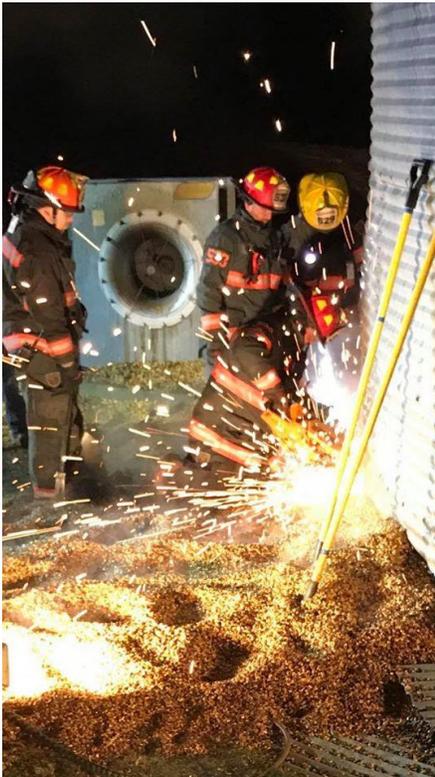
November 6<sup>th</sup>

Grinnell firefighters responded to a barn fire with Malcom fire on 90<sup>th</sup> St. During the fire, firefighters left covering the station responded to an electrical fire on Reed St,



November 7<sup>th</sup>

Firefighters were stretched thin with three calls for help at the same time. The first call was to assist Brooklyn Fire Department with a grain bin fire. As firefighters were assembling to respond there a second call for a skid loader on fire with a person hurt was received on I-80. Crews were split and assigned to each call. As firefighters arrived on I-80 a priority EMS call was received for East St. and another truck was dispatched to there. Below are a couple pictures from Brooklyn where firefighters were tied up for 8 hours.



November 12<sup>th</sup>

A house and garage fire in Gilman required Grinnell Fire's assistance. 1 civilian was transported to Marshalltown Hospital and a couple dogs perished in the fire.



November 14<sup>th</sup> & 20<sup>th</sup>

During inventory of chemicals at Grinnell College Noyce Science Center a container of Diethyl Ether was found to be out of date. The chemical becomes unstable and explosive if not maintained properly. Grinnell FD, City Street Department Grinnell Police and the State Fire Marshal's Bob Squad moved the container to near the observatory to be detonated. The following week several more suspect containers were found. Working with the Bomb Squad the four containers deemed dangerous were carefully transported to the City tree dump and detonated there. The rest of the containers were removed by a hazardous waste clean-up company.

November 22<sup>nd</sup>

During the Jolly Holly celebration Grinnell Firefighters rescue Santa Claus from the roof of the building as several people watched on.



November 26<sup>th</sup>

A fuel truck rolled over on 40<sup>th</sup> St. No fuel spilled and there were no injuries, however firefighters were required to standby for 2 ½ hours until the truck was up righted.

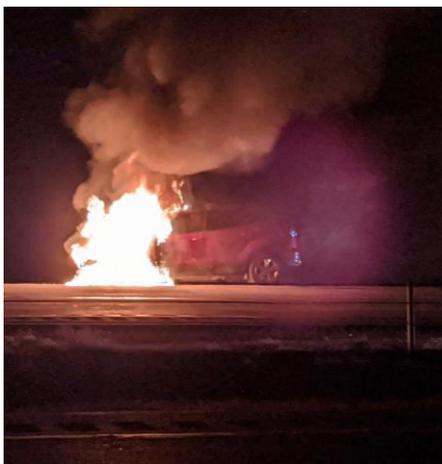


December 12<sup>th</sup>

While operating at MVC on Hwy 6 into Jasper County a firefighter was hit by a car mirror and had his feet run over. Luckily his steel toed boots protected him and he only had minor injuries.

December 25<sup>th</sup>

Firefighters were able to rescue the presents from this burning vehicle on Christmas day.



## Equipment Purchases

The following large equipment upgrades/purchases were undertaken by the Fire Department last year.

New 100' Ladder/Pumper	\$875,000	City Funded
Equipment for new ladder truck	\$ 30,000	Vol. Fire Assn. Funded
3 New Thermal Imagers	\$ 10,000	Vol. Fire Assn. Funded
CO Detectors	\$ 1,000	Elks Grant
2 New rescue saws	\$ 2,500	Vol. Fire Assn. Funded
Rescue Windshield Cutter	\$ 1,000	American Brawn Grant

## Awards

On March 17<sup>th</sup> the Grinnell Firefighter Association held their Annual Dance and Awards Ceremony. The following awards were given out;

Carl Eggermont and Todd Zell were given the "Life Saver Award" for their performance in helping revive a citizen in cardiac arrest by performing CPR.

Todd Pollock, Jason Pollock, Curtis Sieck and Todd Zell were given the "Life Saver Award" for their performance in helping revive a citizen in cardiac arrest by performing CPR.

The following firefighters were recognized for their years of service;

Dave Byers – 30 years

Scott Sieck – 30 years

Rob Vest – 30 years

Mike Groves – 25 years

Kyle Esrey – 5 years

Jason Pollock – 5 years

Todd Pollock – 5 years

Wade Robeson – 5 years

Brent Nickel – 1 year

# Training

The photos below are just a small sample of some of the training done by the Grinnell Firefighters.



The Grinnell Fire Department strives to continue protecting life and property to the highest standard. We also plan on continuing our efforts to contribute to, and be a part of, what makes the Grinnell Community a special place to live.

Respectfully submitted,

Daniel J. Sicard  
Fire Chief  
Grinnell Fire Department



**Grinnell FINANCE COMMITTEE Meeting  
MONDAY, FEBRUARY 3, 2020 AT 7:00 A.M.  
IN THE LARGE CONFERENCE ROOM ON THE 2<sup>ND</sup> FLOOR  
OF THE CITY HALL**

***TENTATIVE AGENDA***

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**ROLL CALL:** Wray (Chair), White, Bly.

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution setting public hearing for Proposed Maximum Property Tax Levy (See Resolution No. 2020-13).
2. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-14).
3. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-15).
4. Consider resolution authorizing lease agreement with Alliant Energy for 728 Main Street (See Resolution No. 2020-16).
5. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Soccer Facility and Concession Stand in the amount of \$2,740 (See Resolution No. 2020-17).
6. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Grinnell Athletic and Recreation Center in the amount of \$42,888 (See Resolution No. 2020-18).
7. Consider resolution authorizing Mayor and City Clerk to sign lease agreement for Ahrens Family Center in the amount of \$5,322 (See Resolution No. 2020-19).
8. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Grinnell-Newburg School District for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-20).
9. Consider resolution authorizing a sub-lease agreement between the city of Grinnell and Mid-Iowa Futbol, Inc. for the Ahrens Soccer Facility and authorizing the Mayor and City Clerk to sign the same (See Res No. 2020-21).
10. Discuss emergency medical services.

**INQUIRIES:**

**ADJOURN:**

**RESOLUTION NO. 2020-13**

A RESOLUTION TO SET DATE AND TIME OF A PUBLIC HEARING FOR THE PROPOSED PROPERTY TAX LEVY.

Be It Resolved by the Council of the City of Grinnell, Iowa:

The City Council of the City of Grinnell will meet at Grinnell City Council Chambers at 7:00 o'clock p.m. on February 17, 2020 for the purpose of setting the Proposed Property Tax Levy for the city for the fiscal ending June 30, 2021 by increasing the current Property Tax Levy as follows:

Regular General Levy revenue and Emergency Levy revenue due to an increase in Regular Taxable Valuation, Police & Fire Retirement Levy revenue due to an increase in employer contribution from 24.41% to 25.31% and underestimation for FY20, Other Employee Benefits revenue due to an expected Medical Insurance increase.

AYES:

NAYS:

Passed and approved on this 3rd day of February 2020.

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DAN F. AGNEW, MAYOR

ATTEST:

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ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

<b>CITY NAME</b>	<b>NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY</b>	<b>CITY CODE</b>
<b>Grinnell</b>	<b>Fiscal Year July 1, 2020 - June 30, 2021</b>	<b>79-745</b>

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

<b>Meeting Date:</b>	<b>Meeting Time:</b>	<b>Meeting Location:</b>
02/17/2020	7:00 PM	Council Chambers, City Hall, 520 4th Ave

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

<b>City Web Site (if available):</b>		<b>City Telephone Number:</b>		
www.grinnelliowa.gov		641-236-2600		
<b>Iowa Department of Management</b>	<b>Current Year Certified Property Tax</b>	<b>Budget Year Effective Property Tax</b>	<b>Budget Year Proposed Maximum Property Tax</b>	<b>Annual % CHG</b>
	<b>2019/2020</b>	<b>2020/2021**</b>	<b>2020/2021</b>	
Regular Taxable Valuation	1 270,446,876	286,504,701	286,504,701	
<b>Tax Levies:</b>				
Regular General	2 \$2,190,620	\$2,190,620	\$2,320,687	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$165,000	\$165,000	\$165,000	
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$73,021	\$73,021	\$77,356	
Police & Fire Retirement	11 \$341,350	\$341,350	\$381,310	
FICA & IPERS	12 \$265,000	\$265,000	\$269,150	
Other Employee Benefits	13 \$646,260	\$646,260	\$665,521	
<b>*Total 384.15A Maximum Tax Levy</b>	14 \$3,681,251	\$3,681,251	\$3,879,024	<b>5.37%</b>
<b>Calculated 384.15A Maximum Tax Rate</b>	15 \$13.61173	\$12.84883	\$13.53914	

Explanation of significant increases in the budget:

Regular General Levy and Emergency Levy revenue have increased due to the Regular Taxable Valuation Increase. Police & Fire Retirement has increased due to an increase in employer contribution from 24.41% to 25.31% and because FY20 was underestimated. Other Employee Benefits has increased due to an expected increase in Medical Insurance rates.

If applicable, the above notice also available online at:

City of Grinnell website, City of Grinnell Facebook page, and City of Grinnell Twitter account.

\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

\*\*Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION NO. 2020-14

**RESOLUTION FOR MONTHLY INTERNAL TRANSFER FUNDS**

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

The following transfer is hereby authorized:

**FROM FUND**

001.4-950.4.6790 GENERAL - \$ 55,161.80

**TO FUND:**

003-3.410.3.4790 GENERAL LIBRARY - \$ 55,161.80

**PURPOSE OF TRANSFERS**

To generate funds for February 2020 expenses incurred by Library per budget as approved by council with city claims for January.

PASSED AND APPROVED this 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-15

**RESOLUTION TO TRANSFER FUNDS MONTHLY**

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

The following monthly transfer is hereby authorized:

**FROM:**

112 TRUST & AGENCY	Monthly Transfer	\$ 12,340.93
610 WATER	Monthly Transfer	1,277.80
620 SEWER	Monthly Transfer	879.55
630 STORM WATER	Monthly Transfer	178.23
670 SOLID WASTE	Monthly Transfer	1,241.77
		\$ 15,918.28

**TO:**

138 MEDICAL INSURANCE RESERVE	\$15,784.38
140 HEALTH INSURANCE ESCROW	133.90
	\$15,918.28

**PURPOSE OF TRANSFERS**

For medical insurance reserve and police/fire work comp monthly transfers as budgeted for FY20.

PASSED AND APPROVED this 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-16

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN LEASE AGREEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR 728 MAIN STREET

WHEREAS, the City of Grinnell has decided that to lease the parking lot at 728 Main Street is in the city's best interest; and

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

1. That the city of Grinnell agrees to lease the Interstate Power and Light Company, and
2. That the city of Grinnell and the Interstate Power and Light Company have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from February 3, 2020 to January 31, 2023 for the amount of one dollar (\$1.00) one-time payment, and

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

PASSED AND APPROVED THIS 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

# LAND LEASE

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (Effective Date) between Interstate Power and Light Company (a wholly owned subsidiary of Alliant Energy Corporation), (an Iowa corporation, hereinafter called "Lessor", and City of Grinnell, hereinafter called "Lessee," having its principal place of business and office in the City of Grinnell, State of Iowa.

## WITNESSETH:

In consideration of the following obligations and agreements to be performed by the parties herein, the Lessor hereby leases unto the Lessee vacant land situated in the City of Grinnell, in the County of Poweshiek, State of Iowa, described as follows:

All that part of Lots 5 and 6, Block 9 in the Original Town of Grinnell, Poweshiek County, Iowa, described as follows:

Beginning at the northeast corner of Lot 6; thence westerly along the north line of Lot 6 to the northwest corner thereof; thence southerly along the west line of Lot 6, 70 feet, more or less, to a point on a line being 200 feet southerly of and parallel with the centerline of the Chicago, Rock Island and Pacific Railroad Company's main track; thence southeasterly parallel with and 200 feet southerly of said centerline 175 feet, more or less, to a point of beginning, more commonly known as 728 Main Street, Grinnell, Iowa 50112, in accordance with the attached map, Exhibit A, which is incorporated by this reference.

## PURPOSE:

1. The said premises shall be used by Lessee for parking vehicles only.

## TERM:

2. The Lessee is to have and to hold the same for the term of three (3) years from the Effective Date ("Initial Term") and thereafter until either party shall give the other party thirty (30) days written notice of its desire to terminate the lease; and until so terminated, all conditions of this lease shall remain in full force and effect. No conduct of Lessor shall be deemed a waiver of the right to terminate this lease. During the Initial Term, this Lease may be terminated by either party for any reason upon one hundred and twenty (120) days written notice

## NOTICE:

3. Any written notice given by the Lessor to the Lessee shall be deemed to be properly served if the same be delivered to the Lessee, or one of Lessee's agents, or if the Lessee or Lessee's agents cannot be located, if posted on said premises, or if mailed, postpaid, addressed to the Lessee at Lessee's last known place of business. Any written notice given by the Lessee to the Lessor shall be deemed properly served if the same be delivered to the Lessor, or to one of the Lessor's officers, or if mailed, postpaid, addressed to the Lessor at Lessor's last known business address.

RENT:

4. The Lessee agrees to pay to Lessor as rental the sum of one dollar (\$1.00) one-time payment. Lessor may on the anniversary date of this lease and each subsequent year thereafter, review and adjust the rental amount in accordance with the then existing economic conditions. Lessee will be advised of any such increase in writing not less than 30 days prior to the effective date. Said rent payments shall be delivered to the Lessor, Attention Real Estate and Right of Way Services, P.O. Box 351, Cedar Rapids, Iowa 52406.

REFUND:

5. Any deposits or rent payments made in advance for a period extending beyond the termination of this lease shall be refunded to the Lessee, unless such termination shall be on account of violation or nonfulfillment of any of the terms of this lease by the Lessee, or on account of abandonment of said premises by the Lessee, in which case the amount(s) paid in advance shall be retained by the Lessor to the extent of its actual damages.

TAXES:

6. The Lessor shall pay all taxes, licenses and other charges that may be assessed or levied on the premises.

SUCCESSORS AND ASSIGNS:

7. This lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, the lease shall not be assigned or in any manner transferred nor said premises or any part thereof sublet, used or occupied by any party other than the Lessee without the written consent of the Lessor. Such consent shall not be unreasonably withheld.

ABANDONMENT:

8. The failure of the Lessee to occupy or use said premises for the purpose herein mentioned for sixty- (60) days at any one time shall be deemed an abandonment thereof. An abandonment of said premises by the Lessee shall, at the option of the Lessor, operate as an absolute and immediate termination of this lease without notice.

IMPROVEMENTS:

9. The Lessor hereby gives to the Lessee the privilege of erecting, maintaining and using on said premises, suitable structures for the purposes set forth in Paragraph One (1) hereof, provided that such structures first shall be approved by the Lessor, and be in compliance with all laws and other local, county, state and federal laws and regulations, and thereafter maintained by the Lessee to the satisfaction of the Lessor and in compliance with all laws. Lessee agrees that failure to comply with laws relating to improvements may, at the Lessor's option, result in termination of the Lease.

REMOVAL OF IMPROVEMENTS AND TERMINATION:

10. Upon the termination of this lease in any manner, the Lessee shall remove all improvements placed on the premises and restore the premises to its former state unless otherwise agreed to by the parties and shall deliver to the Lessor the possession of said premises. Should the Lessee, within ten (10) days after the date of termination of this lease, fail to make such removal or restoration, then the Lessor may, at its election, either remove all said improvements and restore the premises to their former state at the sole cost of the Lessee, or may take and hold said improvements as its sole property.

CONDITION OF PREMISES:

11. The Lessee shall, at all times, keep the premises in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste thereon.

RIGHT OF INSPECTION AND ENTRY:

12. The premises shall be open at all reasonable times for inspection and entry by the Lessor, its agents, employees and authorized applicants for purchase or lease thereof, or for any other lawful purpose. Specifically, Lessor may, upon notice to Lessee, perform any environmental assessment, studies or testing it decides necessary to investigate access and remediate on environmental conditions on the premises.

ADVERTISING:

13. No advertising shall be placed upon the premises without the written approval of the Lessor.

LAWS AND REGULATIONS:

14. The Lessee shall, without cost to the Lessor, comply with all applicable laws, rules, regulations and ordinances of competent authorities affecting said premises including, but not limited to those relating to the environment. The parties agree that the laws of the State of Iowa shall govern this lease and venue shall be in Linn County District Court.

MISCELLANEOUS CHARGES:

15. Lessee shall pay all utility charges including, but not limited to water, lighting, heating, telephone and other miscellaneous charges that may be levied or assessed by reason of the occupation or use of the premises by Lessee. Lessee agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises in addition to providing for all lawn mowing, lawn care and the like.

LIABILITY:

17. The Lessee agrees to defend, indemnify and save the Lessor harmless from any and all claims and expenses, including reasonable attorney's fees and claims of third parties, that may arise or may be made for death or injury to employees of the Lessor, or loss or damage to the Lessor's property, or to other persons or their property, by reason or in consequence of the occupancy or use of the premises by the Lessee.

RESTRICTIONS ON LESSEE: HAZARDOUS SUBSTANCES

18. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the premises by Lessee, Lessee's agents, employees, contractors or invitees, without first obtaining Lessor's written consent, which may be withheld at the Lessor's sole and absolute discretion. If Hazardous Substances are used, stored, generated, or disposed of on or in the premises, or if the premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify, defend, and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises or the building(s) of which they are a part, damages because of adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) arising during or after the lease term and arising as a result of such contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, specifically including costs incurred pursuant to the Comprehensive Environmental Response, Compensation, & Liability Act ("CERCLA" or "Superfund") 42 U.S.C. §9601 et seq. In the event that the Lessee or any of its agents causes any spills or releases of any Hazardous Substances into the environment which require reporting and remediation under local, state and/or federal law, the Lessee shall be responsible for ensuring timely and adequate compliance with reporting and remediation requirements, and will immediately provide Lessor with the details, status, and compliance efforts associated with the spill or release and will coordinate all compliance activities with Lessor's Safety Specialist. In addition, if Lessee causes or permits the presence of any Hazardous Substance on the premises and this results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the premises to the condition existing before the presence of any such Hazardous Substance on the premises, provided, however, that Lessee shall first obtain Lessor's approval for any such remedial action.

As used herein, "Hazardous Substance" means any substance that is listed as "hazardous" or "toxic" or listed in the regulations implementing CERCLA. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste," "hazardous material," "extremely hazardous substance," or a "hazardous substance," pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum products.

**INSURANCE REQUIREMENTS:**

19. Lessee shall provide and maintain Public Liability and Property Damage Insurance to provide protection and indemnification against any and all such claims or suits in connection with this Lease. Lessee shall furnish to Lessor certificates issued by insurance companies reasonably acceptable to Lessor showing policies carried and the limits of coverage as follows:

- Workers' Compensation Insurance for Lessee's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.
- Commercial General Liability Insurance as applicable to Lessee's obligations under this Lease with limits not less than \$3,000,000.00 per occurrence and \$3,000,000 general aggregate. Lessor shall be named as an additional insured on the Commercial General Liability policy.
- Automobile Liability Insurance for all owned, non-owned and hired automobiles with limits not less than: \$1,000,000 combined single limit.

Certificates of insurance shall be on file with Lessor prior to execution, shall remain in effect for the duration of this Agreement. All certificates of insurance shall state that prior to cancellation, non-renewal or any material change, thirty (30) days' written notice shall be given to Lessor. Failure of Lessor to enforce the minimum insurance requirements listed above shall not relieve contractor of responsibility for maintaining these coverages

**FORFEITURE:**

20. Any breach by the Lessee of any covenant to be kept or condition to be performed herein set forth, shall be sufficient cause for the immediate termination by the Lessor of this lease.

**INSOLVENCY OR BANKRUPTCY:**

21. If the Lessee at any time during the continuance of this lease agreement should become insolvent or bankrupt, or if Lessee's affairs should be placed in the hands of a Receiver, then this lease, at the option of the Lessor, shall terminate and the Lessor shall have the right to resume and retake possession of said premises without any accountability whatsoever to the Lessee or to Lessee's estate.

**LESSOR'S LIEN AND SECURITY INTEREST:**

22. Said Lessor shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on said premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Lessee's default in its performance.

RIGHTS CUMULATIVE:

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

PRIOR LEASES:

24. The parties hereto, by the execution of this agreement, hereby terminate any prior leases of the premises herein demised.

SEVERABILITY:

25. Any provision of this lease which conflicts with any law, rule, regulation or ordinance of competent authorities affecting said premises, shall be suspended and shall be inoperative so long as such law or ordinance remains in effect. In the event there is no prohibition against any provision of this lease, any such provisions shall remain in full force and effect during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease agreement on the day and year first above written.

**INTERSTATE POWER AND LIGHT COMPANY**  
**Lessor**

**CITY OF GRINNELL**  
**Lessee**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Address:  P. O. Box 351

Address: \_\_\_\_\_

City:  Cedar Rapids

City: \_\_\_\_\_

State:  Iowa Zip:  52406-0351

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:  319-786-7681

Contact Phone: \_\_\_\_\_

Exhibit A

728 Main Street, Grinnell, Iowa



**RESOLUTION NO. 2020-17**

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

WHEREAS, the City of Grinnell has decided that to lease the Youth Soccer Fields and Concession Stand is in the city's best interest; and

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

1. That the city of Grinnell agrees to lease the Youth Soccer Fields and Concession Stand from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 for the amount of \$2,740 due upon September 15, 2020; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the lease agreement on behalf of the city with the President and Secretary signing on behalf of the Ahrens Park Foundation for the Youth Soccer Fields and Concession Stand.

PASSED AND APPROVED THIS 3rd day of February 2020.

---

Dan F. Agnew, Mayor

Attest:

---

Annmarie Wingerter, City Clerk/Finance Director



**AHRENS SOCCER FACILITY  
AND CONCESSION STAND  
Lease Agreement 2020-2021  
City of Grinnell  
Updated January 1, 2020**

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

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Ahrens Park Foundation, an Iowa nonprofit corporation (“Landlord”), whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, Iowa and The City of Grinnell, Iowa, a municipal corporation (“Tenant”) whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, Iowa.

**WITNESSETH THAT:**

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, the Ahrens soccer facility, located at 1510 Penrose Street, Grinnell, Iowa (the “Premises”) and the adjacent soccer concession stand, also located at 1510 Penrose Street, Grinnell, Iowa (the “Facility”), with the improvements thereon, and all rights, easements and appurtenances thereto for a lease term commencing on July 1, 2020, and ending on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

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

2. **RENTAL.** Tenant agrees to pay to Landlord as rental for said term, \$2,740 for the terms of this lease with payment due upon September 15th, 2020.

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

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

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

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

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

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

**LANDLORD'S DUTIES:**

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

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

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

(d) Landlord shall supply cleaning supplies and toilet paper for the Facility.

**TENANT'S DUTIES:**

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

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

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

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

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

its right, title, interest in said Premises and Facility at any time without notice, subject to this lease.

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

DEFINITIONS

“Maintain” means to clean and keep in good condition.

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

CONDITIONS OF PREMISES AND FACILITY

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

REPAIRS AND MAINTENANCE OF PREMISES AND FACILITY

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

C. Landlord shall be responsible for maintenance of all common areas under Landlord’s control.

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

EQUIPMENT, DECORATING AND ALTERATIONS

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

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

AMERICANS WITH DISABILITIES ACT

G. Tenant will make no unlawful use of said Premises and Facility and agrees to comply with all valid regulations of the Board of Health, City Ordinances or applicable municipality, the laws of the State and Federal government, but this provision shall not be construed as creating any duty

by Tenant to members of the general public, provided, however, responsibility for compliance with the Americans with Disabilities Act shall be performed and paid for by Landlord with respect to initial compliance at the commencement of this Lease, and compliance thereafter during the term of this Lease shall be the responsibility of Tenant.

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

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

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

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

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

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

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Lease without Landlord's consent. Any assignment of this lease or subletting of the entire Premises and Facility without the Landlord's written permission shall, at the option of the Landlord, make the Lease immediately terminable. Such written permission shall be in Landlord's reasonable discretion. Landlord will allow subletting of the entire Premises and Facility for the Mid-Iowa Futbol Club during the terms of this lease. Landlord will also allow subletting of the entire Premises for the Grinnell-Newburg Community School District during the terms of this lease.

10. **REAL ESTATE TAXES.**

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

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

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

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

## 11. INSURANCE.

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

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

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

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

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

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

## 14. FIRE AND CASUALTY.

(a) **PARTIAL DESTRUCTION OF PREMISES AND FACILITY.** In the event of a partial destruction or damage of the Premises and Facility which is a business interference which prevents the conducting of a normal business operation and which damage is repairable within 120 days after its occurrence, this lease shall not terminate but the rent for the Premises and Facility shall abate during the time of such business interference. In the event of a partial

destruction, Landlord shall repair such damages within 120 days of its occurrence unless prevented from doing so by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

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

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

## 15. CONDEMNATION.

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

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

## 16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

### EVENTS OF DEFAULT

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

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to terms of the lease.
3. Abandonment of the Premises or Facility, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the Premises or Facility for more than fifteen (15) consecutive business days.

4. Institution of voluntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

#### NOTICE OF DEFAULT

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

#### REMEDIES

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

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

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

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

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

#### **18. SIGNS.**

(a) Tenant shall have the right and privilege of attaching, painting or exhibiting signs on the leased Premises and Facility, provided only (1) that any sign shall comply with the ordinances of municipality and state in which the property is located; (2) such sign shall not change the

structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the written approval of the Landlord, which approval shall not be unreasonably withheld.

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

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

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

## 21. **ENVIRONMENTAL.**

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

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

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

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

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

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

B. Tenant. Tenant expressly represents and agrees:

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

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

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

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

## **22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.**

(a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the Premises or Facility, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the Premises and Facility; provided, however, that the Tenant shall, in such instance

(unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

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

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

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

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

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

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

28. **OTHER LEASE.** The parties acknowledge and agree that they have entered into other leases for the Tenant's use of dedicated space in the Grinnell Athletic and Recreation Center, and the Ahrens Family Center, dated the date of this lease.

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

CITY OF GRINNELL

\_\_\_\_\_  
Printed name of Signature Agent of City of Grinnell

By: \_\_\_\_\_  
Signature Agent of City of Grinnell

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

AHRENS PARK FOUNDATION

\_\_\_\_\_  
Printed name of Signature Agent of Ahrens Park Foundation

By: \_\_\_\_\_  
Signature Agent of Ahrens Park Foundation

Date: \_\_\_\_\_

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



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

**OVERVIEW:**

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

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

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

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

**EMERGENCY RESPONSE ADVISORY GROUP:**

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

1. Shannon Fitzgerald, APF Board Treasurer
2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

**EMERGENCY RESPONSE TEAM AND CONTACT INFO:**

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

Shane Gosselink, Ahrens Park Facilities Manager (641)-236-5518 office  
[shane@ahrensfamilyfoundation.org](mailto:shane@ahrensfamilyfoundation.org) (641)-990-0171 cell

Chad Nath, Ahrens Park Management Consultant 641)236-5518 office  
[cnath@ahrensfamilyfoundation.org](mailto:cnath@ahrensfamilyfoundation.org) (641)990-7276 cell

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

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

**POLICY FOR CANCELLATIONS AND/OR DELAYS:**

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

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

**Cancellations and/or Delays – after the start of event**

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

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

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

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

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

### **POLICY FOR SEVERE INCLEMENT WEATHER:**

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

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

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

### **Weather Conditions:**

#### Tornadoes

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

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

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

#### Lightning and Thunder

If a practice, competition or event is in progress and thunder and/or lightning is detected within 6 miles (and/or in the event of a thunderstorm warning), the coaches, umpire/official, or field supervisor/event administrator shall immediately stop play and instruct everyone to go to a safe area. Neither participants nor spectators may remain on the field or out in any open areas without a roof. Practice, competition or events are not

permitted to continue until 30 minutes after a flash of lightning (or the sound of thunder within 6 miles). If lightning and thunder continue, the 30-minute time period shall start over after each incidence of lightning or thunder. Practices, competition and events may not resume until the 'all-clear' is given by the coaches, umpire/official, or field supervisor/event administrator.

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

### Rain

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

## **COMMUNICATIONS PLAN:**

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

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.
2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for "group text message alerts and notifications" through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

One of these text platforms can be provided by Poweshiek County's Emergency Notification System (PCENS), which is a mass notification service provided by Poweshiek County Emergency Management Agency (PCEMA). PCENS gives

PCEMA the ability to send out mass notifications regarding emergency or general events. These messages can be sent to specific locations or county wide. Residents can also select to receive weather warnings on their mobile phone. This is currently a free opt-in service available to all Poweshiek County residents. To sign up, go to [www.poweshiekready.org](http://www.poweshiekready.org)

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

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

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

RESOLUTION NO. 2020-18

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

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

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

1. That the city of Grinnell agrees to lease the Grinnell Athletic and Recreation Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 for the amount of \$3,574 per month/or \$42,088 per year with no maintenance fee, and

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

PASSED AND APPROVED THIS 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



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

**Lease Agreement 2020 - 2021  
City of Grinnell**

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

**THIS LEASE AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by Ahrens Park Foundation, an Iowa nonprofit corporation, ("Landlord") whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, Iowa and The City of Grinnell, Iowa, a municipal corporation ("Tenant") whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, Iowa.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Grinnell Athletic and Recreation Center, located at 1500 Penrose Street, Grinnell, Iowa, which is currently utilized by Tenant (the "Premises"), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of twelve months, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2020, and ending at midnight on the last day of the lease term, which shall be on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

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

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

2. **RENTAL.** Tenant agrees to pay to Landlord \$42,888 as rental for said term, \$ 3,574 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1<sup>st</sup> day of each month thereafter, during the term of this lease.

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

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

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

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

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

#### OCTOBER THROUGH JUNE

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

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

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

#### **LANDLORD'S DUTIES:**

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

participants in order to preserve orderly and safe Premises usage and to protect property.

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

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

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

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

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

#### **TENANT'S DUTIES:**

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

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

(c) If Tenant does not perform its duties under this section and, as a result, Landlord must perform some of the tasks allocated to Tenant in this section, then Tenant shall reimburse Landlord at the rate of \$25 per person per hour.

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

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

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

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

DEFINITIONS

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

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

CONDITIONS OF PREMISES

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

REPAIRS AND MAINTENANCE

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

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

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

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

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

EQUIPMENT, DECORATING AND ALTERATIONS

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

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

#### AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

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

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

terminable. Such written permission shall be in Landlord's reasonable discretion.

#### **10. REAL ESTATE TAXES.**

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

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

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

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

#### **11. INSURANCE.**

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

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

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

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

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

**13. INDEMNITY.** Except as provided in paragraph 21 (A) (5) and except for the negligence of Landlord, Tenant will protect, defend and indemnify Landlord from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing

or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

#### **14. FIRE AND CASUALTY.**

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

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

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

#### **15. CONDEMNATION.**

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

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

#### **16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

##### EVENTS OF DEFAULT

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

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

#### NOTICE OF DEFAULT

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

#### REMEDIES

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

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

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

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

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

## 18. SIGNS.

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

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

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

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

## 21. ENVIRONMENTAL.

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

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

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

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

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

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

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

B. Tenant. Tenant expressly represents and agrees:

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

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

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

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

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

**22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.**

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

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

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

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

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

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

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

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

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

CITY OF GRINNELL

\_\_\_\_\_  
Printed name of Signature Agent of City of Grinnell

By: \_\_\_\_\_  
Signature Agent of City of Grinnell

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

AHRENS PARK FOUNDATION

\_\_\_\_\_  
Printed name of Signature Agent of Ahrens Park Foundation

By: \_\_\_\_\_  
Signature Agent of Ahrens Park Foundation

Date: \_\_\_\_\_

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

RESOLUTION NO. 2020-19

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

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

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

1. That the city of Grinnell agrees to lease the Ahrens Family Center from the Ahrens Park Foundation, an Iowa non-profit corporation, and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the lease agreement; and
3. That the lease agreement is effective from July 1, 2020 to June 30, 2021 in the amount of \$5,322 per term period/\$443.50 per month, and

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

PASSED AND APPROVED THIS 3rd day of February 2020.

---

Dan F. Agnew, Mayor

Attest:

---

Annamarie Wingenter, City Clerk/Finance Director



**AHRENS FAMILY CENTER**  
**Lease Agreement 2020-2021**  
**City of Grinnell**

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

**THIS LEASE AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Ahrens Park Foundation, an Iowa non-profit corporation, ("Landlord") whose address for the purpose of this lease is 1510 Penrose Street, Grinnell, IA 50112 and The City of Grinnell, Iowa, a municipal corporation ("Tenant") whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, IA 50112.

WITNESSETH THAT:

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained, leases to the Tenant and Tenant leases from Landlord, according to the terms of this lease, that certain dedicated space in the Ahrens Family Center, located at 1436 Penrose Street, Grinnell, Iowa which is currently utilized by Tenant (the "Premises"), with the improvements thereon, and all rights, easements and appurtenances thereto for a term of one year, commencing at midnight of the day previous to the first day of the lease term, which shall be on July 1, 2020, and ending at midnight on the last day of the lease term, which shall be on June 30, 2021, upon the condition that the Tenant pays rent therefore, and otherwise performs as in this lease provided.

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

Landlord leases to Tenant the following real estate:

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

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

2. **RENTAL.** Tenant agrees to pay to Landlord \$5,322 as rental for said term, \$443.50 per month, in advance, the first rent payment becoming due upon the commencement date and the same amount, per month, in advance, on the 1<sup>st</sup> day of each month thereafter, during the term of this lease.

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

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

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

Use during July 1<sup>st</sup>, 2020 through June 30<sup>th</sup>, 2021 shall be as stated below:

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

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

#### **LANDLORD'S DUTIES:**

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

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

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

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

(e) Landlord shall supply toiletries for the restrooms.

**TENANT'S DUTIES:**

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

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

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

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

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

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

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

DEFINITIONS

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

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

CONDITIONS OF PREMISES

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

REPAIRS AND MAINTENANCE

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

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

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

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

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

#### EQUIPMENT, DECORATING AND ALTERATIONS

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

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

#### AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

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

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

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

#### 10. **REAL ESTATE TAXES.**

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

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

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

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

#### 11. **INSURANCE.**

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

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

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

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

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

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

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

14. **FIRE AND CASUALTY.**

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

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

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

**15. CONDEMNATION.**

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

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

**16. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

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

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

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

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

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

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

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

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

## **21. ENVIRONMENTAL.**

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

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

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

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

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

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

B. Tenant. Tenant expressly represents and agrees:

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

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

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

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

## **22. SUBSTITUTION OF EQUIPMENT, MERCHANDISE. ETC.**

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

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

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

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

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

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

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

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

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

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

CITY OF GRINNELL

\_\_\_\_\_  
Printed name of Signature Agent of City of Grinnell

By: \_\_\_\_\_  
Signature Agent of City of Grinnell

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

AHRENS PARK FOUNDATION

\_\_\_\_\_  
Printed name of Signature Agent of Ahrens Park Foundation

By: \_\_\_\_\_  
Signature Agent of Ahrens Park Foundation

Date: \_\_\_\_\_

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

RESOLUTION NO. 2020-20

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

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

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

1. That the city of Grinnell agrees to sub-lease the Ahrens Soccer Facility to Grinnell-Newburg School District which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation and leased by the city for the amount of \$2,152 to be paid in full to the Ahrens Park Foundation on or by April 1, 2021; and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the sub-lease agreement; and
3. That the sub-lease agreement is effective from April 1, 2020 to May 31, 2021; and

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

PASSED AND APPROVED THIS 3rd DAY OF FEBRUARY 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
P. Kay Cmelik, City Clerk/Finance Director



**AHRENS SOCCER FACILITY  
Sub-Lease Agreement, Spring 2021  
Grinnell-Newburg School District**

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

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the City of Grinnell, (hereafter City) whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, Iowa and Grinnell-Newburg School District, an Iowa nonprofit corporation/nonprofit limited liability company, (hereafter Sub-Tenant) whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, Iowa. The parties agree that:

1. **PREMISES AND TERM.** The City leases to the Sub-Tenant according to the terms of this lease the Ahrens soccer facility (hereafter Premises) which is owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on April 1, 2021 to May 31, 2021 upon the condition that the Sub-Tenant performs as set out in this lease. This agreement does not include the use of the Ahrens concession stand, located southeast of Premises. All scheduling and use of the Premises by Sub-Tenant must meet prior approval from City, subject to City's soccer schedule and discretion.

2. **RENTAL.** Sub-Tenant agrees to pay to Foundation as rental for said Term, \$2,152 for the entire term of this agreement and payable in full to Foundation on or by April 1, 2021. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

3. **USE OF PREMISES.**

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

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

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

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

4. **CLEAN UP/DAMAGES.**

A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way they Sub-Tenant agrees to indemnify and hold the City and Foundation harmless therefore. Sub-Tenant will be responsible for cleaning up after the event and returning the Premises to the condition it was in before the start of the Lease Term, subject only to normal wear and tear. If Sub-Tenant does not do so the City will notify Sub-Tenant; Sub-Tenant will be given an opportunity to do the cleaning by a certain time. But if the Premises are not cleaned up by the set time, the City will employ the Foundation to return the premises to the condition they

were before the Term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises without the prior written consent of the City and Foundation.

B. Sub-Tenant will do the following:

In case of an emergency, such as field maintenance matters – call Shane Gosselink at (641)990-0171. For any other emergency call the Grinnell Parks and Recreation Director at (641)236-2620. Of course dial 911 first for emergencies involving police, fire, and/or ambulance.

Sub-Tenant agrees to reimburse Foundation for all field paint cost expense associated with Sub-Tenant's programs and activities.

C. Foundation will do the following:

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

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

6. INSURANCE.

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

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

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

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

8. DEFAULT

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

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

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

Executed in duplicate on the date first set out above.

GRINNELL-NEWBURG SCHOOL DISTRICT

CITY OF GRINNELL

\_\_\_\_\_  
Printed name of Signature Agent of  
Grinnell-Newburg School District

\_\_\_\_\_  
Printed name of Signature Agent of City of Grinnell

By: \_\_\_\_\_  
Signature Agent of Grinnell-Newburg School District

By: \_\_\_\_\_  
Signature Agent of City of Grinnell

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

This agreement is approved by AHRENS PARK FOUNDATION:

\_\_\_\_\_  
Printed name of Signature Agent of Ahrens Park Foundation

By: \_\_\_\_\_  
Signature Agent of Ahrens Park Foundation

Date: \_\_\_\_\_

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



***EXHIBIT A***  
**Emergency Weather Response Plan**  
**Ahrens Park Outdoor Complex**  
**Penrose Street, Grinnell, IA 50112**  
*Updated January 1, 2020*

**OVERVIEW:**

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

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

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

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

**EMERGENCY RESPONSE ADVISORY GROUP:**

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

1. Shannon Fitzgerald, APF Board Treasurer
2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

**EMERGENCY RESPONSE TEAM AND CONTACT INFO:**

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

Shane Gosselink, Ahrens Park Facilities Manager  
[shane@ahrensfamilyfoundation.org](mailto:shane@ahrensfamilyfoundation.org)

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

Chad Nath, Ahrens Park Management Consultant  
[cnath@ahrensfamilyfoundation.org](mailto:cnath@ahrensfamilyfoundation.org)

641)236-5518 office  
(641)990-7276 cell

**EMERGENCY**

Non-Emergency Police

Non-Emergency Fire

Grinnell Regional Medical Center

911

(641)236-2670

(641)236-2688

(641)236-7511

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

**POLICY FOR CANCELLATIONS AND/OR DELAYS:**

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

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

**Cancellations and/or Delays – after the start of event**

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

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

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

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

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

**POLICY FOR SEVERE INCLEMENT WEATHER:**

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

1. Sounding of the City of Grinnell's tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night

4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

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

### **Weather Conditions:**

#### Tornadoes

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

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

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

#### Lightning and Thunder

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

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

#### Rain

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

### **COMMUNICATIONS PLAN:**

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

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.
2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for “group text message alerts and notifications” through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

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

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

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

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

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING A SUB-LEASE AGREEMENT BETWEEN THE CITY OF GRINNELL AND MID-IOWA FUTBOL, INC. FOR THE AHRENS SOCCER FACILITY AND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE SAME

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

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

1. That the city of Grinnell agrees to sub-lease the Ahrens Soccer Facility to Mid-Iowa Futbol, Inc. which is owned by the Ahrens Park Foundation, an Iowa non-profit corporation and leased by the city for the amount of \$3,009 in two equal installments due by September 15, 2020 and April 15, 2021; and
2. That the city of Grinnell and the Ahrens Park Foundation have agreed upon the terms of the sub-lease agreement; and
3. That the sub-lease agreement is effective from July 1, 2020 to June 30, 2021; and

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

PASSED AND APPROVED THIS 3rd DAY OF February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



**AHRENS SOCCER FACILITY  
AND CONCESSION STAND  
Sub-Lease Agreement 2020-2021  
Mid-Iowa Futbol Club**

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

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City of Grinnell, (hereafter City) whose address for the purpose of this lease is 520 4<sup>th</sup> Avenue, Grinnell, Iowa and Mid-Iowa Futbol Club, Inc./Alliance Management Group, LLC., an Iowa nonprofit corporation, (hereafter Sub-Tenant) whose address for the purpose of this lease is 525 Broad Street, Grinnell, Iowa. The parties agree that:

1. **PREMISES AND TERM.** The City leases to the Sub-Tenant according to the terms of this lease the Ahrens soccer facility (hereafter Premises) and the adjacent soccer concession stand (hereafter Facility) which are owned by the Ahrens Park Foundation, whose address is 1510 Penrose Street, Grinnell, Iowa, (hereafter Foundation) for a Lease term commencing on July 1, 2020, and ending on June 30, 2021 upon the condition that the Sub-Tenant performs as set out in this lease.

All scheduling and use of the Premises by Sub-Tenant must meet prior approval from City, subject to City's soccer schedule and discretion.

2. **RENTAL.** Sub-Tenant agrees to pay to Foundation as rental for said Term, \$3,009 for the entire term of this agreement and payable in two equal installments to Foundation on or by September 15, 2020 and on or by April 15, 2021. Delinquent payments shall draw interest at 10% per annum from the due date, until paid.

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

- A. Sub-Tenant agrees to use the Premises and Facility only for the purpose(s) of youth soccer events and concessions related to such events (hereafter Event).
- B. Sub-Tenant shall not assign or sublease the Premises and Facility.
- C. Sub-Tenant is not a for-profit entity and will not engage in or allow any for-profit activity on the Premises or Facility for the terms of this lease.
- D. **Sub-Tenant will follow and implement the Foundation's Emergency Weather Response Plan, provided in Exhibit A, during the terms of this agreement.**

4. **FOUNDATION'S DUTIES:**

- A. At reasonable intervals, Foundation will provide necessary general janitorial services and landscaping to the Premises, the Facility, and its contiguous lawns, parking areas, driveways and sidewalks, except that Sub-Tenant shall provide necessary clean-up for its own programs and usages as more fully set out below.

- B. Foundation will provide all general field maintenance for the Premises necessary for the above usage, including the marking of field paint, use of irrigation system, and mowing.
- C. Foundation will care for and maintain the Premises and Facility including sewer, plumbing, water pipes, electrical wiring, heating, driveways and walkways in a reasonably safe and serviceable condition.
- D. Foundation will pay utilities for the leased Premises and Facility. Sub-Tenant will be provided access to a phone for local calls but shall not be permitted to make long distance calls except upon prior approval.
- E. Foundation shall supply cleaning supplies and toilet paper for the Facility.

#### 5. SUB-TENANT'S DUTIES:

- A. The Sub-Tenant is responsible for any property they bring to the Event. If the property is damaged in any way the Sub-Tenant agrees to indemnify and hold the City and Foundation harmless therefore. Sub-Tenant will be responsible for cleaning up after the Event and returning the Premises and Facility to the condition it was in before the start of the Lease Term, subject only to normal wear and tear. If Sub-Tenant does not do so the City will notify Sub-Tenant; Sub-Tenant will be given an opportunity to do the cleaning by a certain time. But if the Premises and Facility are not cleaned up by the set time, the City will employ the Foundation to return the Premises and Facility to the condition they were before the lease term and bill Sub-Tenant for the cost. Sub-Tenant shall make no alterations or changes to the Premises and Facility without the prior written consent of the City and Foundation.
- B. For all maintenance matters - call or text Shane Gosselink, APF Facilities Manager, at (641)990-0171 or email [shane@ahrensfamilyfoundation.org](mailto:shane@ahrensfamilyfoundation.org) or email Chad Nath, APF Managing Consultant, at [cnath@ahrensfamilyfoundation.org](mailto:cnath@ahrensfamilyfoundation.org)
- C. Sub-Tenant shall clean up the Premises and Facility as necessary after its use, including food service area and toilets.
- D. No consumption of alcoholic beverages, smoking or chewing of tobacco shall at any time be permitted on the Premises or at the Facility.
- E. Sub-Tenant will follow and implement Foundation's Emergency Weather Response Plan for the Premises attached hereto as on Exhibit A, during the terms of this agreement.
- F. Sub-Tenant agrees to conduct periodic safety reviews of the Premises and Facility in conjunction with Foundation, at Foundation's request, during the terms of this lease.
- G. This lease includes the City's use of the Facility for storage purposes of equipment.
- H. Sub-Tenant agrees to reimburse Foundation for all field paint cost expense associated with Sub-Tenant's programs and activities.

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

## 7. INSURANCE.

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

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

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

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

## 8. DEFAULT

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

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

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

Executed in duplicate on the date first set out above.

MID-IOWA FUTBOL CLUB

CITY OF GRINNELL

\_\_\_\_\_  
Printed name of Signature Agent of  
Mid-Iowa Futbol Club

\_\_\_\_\_  
Printed name of Signature Agent of City of Grinnell

By: \_\_\_\_\_  
Signature Agent of Mid-Iowa Futbol Club

By: \_\_\_\_\_  
Signature Agent of City of Grinnell

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

This agreement is approved by AHRENS PARK FOUNDATION:

\_\_\_\_\_  
Printed name of Signature Agent of Ahrens Park Foundation

By: \_\_\_\_\_  
Signature Agent of Ahrens Park Foundation

Date: \_\_\_\_\_

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



***EXHIBIT A***  
**Emergency Weather Response Plan**  
**Ahrens Park Outdoor Complex**  
**Penrose Street, Grinnell, IA 50112**  
*Updated January 1, 2020*

**OVERVIEW:**

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

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

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

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

**EMERGENCY RESPONSE ADVISORY GROUP:**

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

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2. Julie Gosselink, APF Board Assistant Treasurer
3. Shane Gosselink, Ahrens Park Facilities Manager
4. Chad Nath, Ahrens Park Managing Consultant
5. GYBSA Board of Director
6. Director of Parks & Recreation for the City of Grinnell

**EMERGENCY RESPONSE TEAM AND CONTACT INFO:**

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

Shane Gosselink, Ahrens Park Facilities Manager  
[shane@ahrensfamilyfoundation.org](mailto:shane@ahrensfamilyfoundation.org)

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

Chad Nath, Ahrens Park Management Consultant  
[cnath@ahrensfamilyfoundation.org](mailto:cnath@ahrensfamilyfoundation.org)

641)236-5518 office  
(641)990-7276 cell

**EMERGENCY**

Non-Emergency Police

Non-Emergency Fire

Grinnell Regional Medical Center

911

(641)236-2670

(641)236-2688

(641)236-7511

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

**POLICY FOR CANCELLATIONS AND/OR DELAYS:**

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

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

**Cancellations and/or Delays – after the start of event**

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

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

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

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

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

**POLICY FOR SEVERE INCLEMENT WEATHER:**

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

1. Sounding of the City of Grinnell's tornado sirens
2. Sounding of bullhorn
3. Loss of electrical power at night

4. Ahrens Park Facilities Manager or the onsite tournament Director or Field Supervisor (designated by the leasing organization) decides that inclement weather may endanger patrons

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

### **Weather Conditions:**

#### Tornadoes

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

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

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

#### Lightning and Thunder

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

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

#### Rain

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

### **COMMUNICATIONS PLAN:**

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

1. All Permitted Organizational Users maintain updated contact lists/phone trees of individuals (staff, board members, safety committee members, coaches, umpires, officials, etc.) and provide these lists annually to the APF Emergency Response Team in order to effectively and efficiently contact each other in the event of an emergency.
2. Use social media as a communications tool to let patrons know of any delays or cancellations that may be affecting their activities due to inclement weather.
3. Urge all parents, guardians and players to sign up for “group text message alerts and notifications” through their organizations that are leasing the Ahrens Park outdoor complex for special events and/or tournaments or that are leasing any of the athletic fields in order to receive immediate important announcements and communications in the event of inclement weather. Instructions for signing up could be part of the initial program or team registration process for each organization.

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

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

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

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



**Grinnell PUBLIC WORKS AND GROUNDS Meeting**  
**MONDAY, FEBRUARY 3, 2020 AT 4:15 P.M.**  
**IN THE 2<sup>ND</sup> FLOOR COUNCIL CHAMBERS OF**  
**THE CITY HALL**

***TENTATIVE AGENDA***

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**ROLL CALL:** Hueftle-Worley (Chair), Wray, Gaard.

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Consider resolution approving contract change order No. 4 in the amount of \$78,588.43 for a net increase to the contract with WRH, Inc of Brooklyn, IA for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-22).
2. Consider resolution authorizing payment of contractor's pay request No. 23 in the amount of \$253,651.18 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-23).
3. Consider resolution authorizing payment of contractor's pay request No. 24 in the amount of \$118,275.00 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-24).
4. Consider resolution approving professional services agreement with Allender Butzke Engineers Inc. for the new water tower (See Resolution No. 2020-25).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Tower Project (See Resolution No. 2020-26).
6. Consider request from Center Street Apartments to put up sign at the entrance.

**INQUIRIES:**

**ADJOURNMENT:**

RESOLUTION NO. 2020-22

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 4 IN THE AMOUNT OF \$78,588.43 FOR AN INCREASE TO THE CONTRACT WITH WRH, INC OF AMANA, IOWA FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc of Amana, Iowa on December 4, 2017 for the Wastewater Treatment Facility Improvements; and

WHEREAS, WRH, Inc has submitted Contract Change Order No. 3 for a net increase of \$78,588.43 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 4; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 16th day of September 2019 that the contract amount has increased by \$78,588.43 in accordance with Contract Change Order No. 4 is hereby approved as executed.

Passed and adopted this 3rd day of February 2020.

---

Dan F. Agnew, Mayor

Attest:

---

Annmarie Wingerter, City Clerk



January 29, 2020

**CHANGE ORDER NO. 4**

**GRINNELL, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS**

Change Order No. 4 is to amend the following items from the Wastewater Treatment Improvements project:

	<u>Description</u>	<u>Cost Reduction</u>
1.	Extend Final Completion dates from November 27, 2019 to June 15, 2020;	\$0.00
2.	Installation of Control Lockouts for Ovivo Equipment;	\$4,941.96
3.	Modifications to Double Door Closers;	\$1,115.44
4.	Relocation of Unit Heaters in Headworks Building;	\$1,666.50
5.	Purchase and Installation of Pass-Thru Refrigerator;	\$5,399.24
6.	Additional Insulation for Fine Screen;	\$3,111.48
7.	Reimbursement to WRH for Propane Purchase;	\$905.29
8.	Purchase and Installation of Firestone Clad-Guard Underlayment;	\$2,420.00
9.	Extension of Return Air Ducts in Headworks Building;	\$2,607.77
10.	Modification to Headworks Gates for Overflows;	\$2,014.04
11.	Flow Control Gate Rehabilitation in EQ Basin MH No. 1;	\$900.00
12.	Rehabilitation work in EQ Basin MH No. 2 for Flow Control Gate;	\$13,758.80
13.	Rehabilitation work in EQ Basin MH No. 3 for Flow Control Gate;	\$9,243.56
14.	Addition of Drainage Swale to EQ Basin;	\$6,666.00
15.	Modifications to Sludge Pump Station;	\$23,838.35
	TOTAL	\$78,588.43

**Change Order No. 4 increases the contract price by \$78,588.43.**

WRH, INC.

By *[Signature]*

Title SR. PROJECT MANAGER

Date 1-30-2020

GRINNELL, IOWA

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

VEENSTRA & KIMM, INC.

By *[Signature]*

Title Project Engineer

Date 1/30/2020

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed: *[Signature]*

Date: 1/30/2020

Olivia M. Patton, P.E.  
Iowa License No. 21698  
My license renewal date is December 31, 2020



RESOLUTION NO. 2020-23

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 23 IN THE AMOUNT OF \$253,651.18 TO WRH, INC OF AMANA, IOWA FOR WORK COMPLETED ON THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc of Amana, Iowa on December 4, 2017 and

WHEREAS, Pay Request No. 23 has been initiated by the City of Grinnell and WRH, Inc. of Amana, 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 Request No. 23; 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 \$253,651.18 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

January 14, 2020

Ann Wingerter  
City of Grinnell  
520 Fourth Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT  
PARTIAL PAYMENT NO. 23

Enclosed are three signed copies of Partial Payment No. 23 in accordance with the contract between the City of Grinnell and WRH, Inc. for the Wastewater Treatment Facility Improvements project.

By copy of this letter we are recommending payment to the City Council of the City of Grinnell to WRH, Inc. in the amount of \$253,651.18.

Partial Payment No. 23 is primarily for demolition work, earthwork, and work on the sludge mixing equipment, including stored materials.

Please execute all copies of Partial Payment No. 23 in the spaces provided. Return one copy to Veenstra & Kimm, Inc., forward one copy to WRH, Inc. with payment and retain one copy for your file. If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

Olivia M. Patton

OMP:omp  
288117

Enclosures

cc: Mark Droessler, WRH, Inc. (email)  
Russ Behrens, City of Grinnell (email)  
Jan Anderson, City of Grinnell (email)

318-4051-0101  
 Pay Req # 23  
 Aed



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
 515-255-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

**PAY ESTIMATE NO. 23**

Date: **January 14, 2020**

Project Title		Wastewater Treatment Facility Improvements Grinnell, Iowa			Contractor		WRH, Inc. P.O. Box 256 Amana, Iowa 52203	
Orig. Contract Amount & Date		\$13,574,000.00 December 4, 2017			Pay Period		11/26/2019-1/14/2020	
<b>BID ITEMS</b>								
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed	
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 131,000.00	100%	\$131,000.00	
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 200,000.00	91%	\$181,000.00	
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	96%	\$637,000.00	
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	76%	\$76,000.00	
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	90%	\$1,090,000.00	
2.3	Asphalt Paving	LS	xxxxx	xxxxx	\$ 190,000.00		\$0.00	
2.4	PCC Paving & Walks	LS	xxxxx	xxxxx	\$ 108,000.00		\$0.00	
2.5	Underground Pipe & MH's	LS	xxxxx	xxxxx	\$ 1,200,000.00	100%	\$1,194,091.81	
2.6	Fence	LS	xxxxx	xxxxx	\$ 38,000.00	42%	\$16,000.00	
2.7	Erosion Control	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00	
2.8	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 40,000.00		\$0.00	
3.1	Reinforcing Steel	LS	xxxxx	xxxxx	\$ 892,500.00	100%	\$890,000.00	
3.2	Concrete #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00	
3.3	Concrete #20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00	
3.4	Concrete #25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00	
3.5	Concrete #30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00	
3.6	Concrete #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00	
3.7	Concrete #50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00	
3.8	Concrete #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00		\$0.00	
3.9	Concrete #60 Aerobic Digester	LS	xxxxx	xxxxx	\$ 261,000.00	100%	\$261,000.00	
3.10	Concrete #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 52,000.00	100%	\$52,000.00	
3.11	Concrete #70 Sludge Storage	LS	xxxxx	xxxxx	\$ 3,400.00		\$0.00	
3.12	Concrete #90 Administration Bldg.	LS	xxxxx	xxxxx	\$ 59,000.00	100%	\$59,000.00	
3.13	Precast Concrete	LS	xxxxx	xxxxx	\$ 70,000.00	100%	\$70,000.00	
4.1	Masonry	LS	xxxxx	xxxxx	\$ 411,600.00	100%	\$411,600.00	
5.1	Misc. Metals, Handrail & Hatches	LS	xxxxx	xxxxx	\$ 215,500.00	100%	\$214,898.00	
6.1	Framing, Carpentry	LS	xxxxx	xxxxx	\$ 15,000.00	93%	\$14,000.00	
7.1	Roofing & Sheet Metal	LS	xxxxx	xxxxx	\$ 177,000.00	93%	\$165,000.00	
7.2	Insulation & Damp Proofing	LS	xxxxx	xxxxx	\$ 8,000.00	100%	\$8,000.00	
7.3	Joint Sealants	LS	xxxxx	xxxxx	\$ 13,000.00	92%	\$12,000.00	
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	93%	\$40,000.00	
8.2	Doors (Coiling & OH)	LS	xxxxx	xxxxx	\$ 9,000.00	100%	\$9,000.00	
8.3	Windows ( Storefront & Clad)	LS	xxxxx	xxxxx	\$ 19,000.00	11%	\$2,000.00	
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	61%	\$110,000.00	
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00		\$0.00	
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00		\$0.00	
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00		\$0.00	

10.1	Specialties (Lockers, RR Access., Signs)	LS	xxxxx	xxxxx	\$ 25,000.00		\$0.00
11.1	Stamford Baffles	LS	xxxxx	xxxxx	\$ 50,000.00	82%	\$41,000.00
11.2	FRP Flumes & Grating	LS	xxxxx	xxxxx	\$ 11,500.00	100%	\$11,500.00
11.3	Flow Control Gates	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$110,000.00
11.4	Grit Removal Equipment	LS	xxxxx	xxxxx	\$ 260,000.00	100%	\$260,000.00
11.5	Grip Pumps	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00
11.6	Mechanical Bar Screen	LS	xxxxx	xxxxx	\$ 93,000.00	100%	\$93,000.00
11.7	Submersible Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	10%	\$7,000.00
11.8	Sludge Mixing Equipment	LS	xxxxx	xxxxx	\$ 132,000.00	20%	\$27,000.00
11.9	New Clarifier, Weirs & Baffles	LS	xxxxx	xxxxx	\$ 130,000.00	100%	\$130,000.00
11.10	#22 Clarifier Repairs	LS	xxxxx	xxxxx	\$ 45,000.00	56%	\$25,000.00
11.11	Air Blowers	LS	xxxxx	xxxxx	\$ 135,000.00	100%	\$135,000.00
11.12	Rotary Lobe Sludge Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.13	Digester Equipment	LS	xxxxx	xxxxx	\$ 755,000.00	100%	\$755,000.00
11.14	Nutrient Removal System	LS	xxxxx	xxxxx	\$ 585,000.00	100.0%	\$585,000.00
11.15	NPW Booster Station	LS	xxxxx	xxxxx	\$ 91,500.00	100%	\$91,500.00
11.16	U.V. Equipment	LS	xxxxx	xxxxx	\$ 162,000.00	100%	\$162,000.00
12.1	Lab Casework	LS	xxxxx	xxxxx	\$ 56,000.00		\$0.00
14.1	Hoists	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$7,000.00
15.1	Process Pipe	LS	xxxxx	xxxxx	\$ 352,000.00	98%	\$345,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	97%	\$145,000.00
15.3	Mech.- Plumbing/HVAC - General Condi	LS	xxxxx	xxxxx	\$ 60,000.00	98%	\$58,500.00
15.4	Plumbing - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.5	Plumbing - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 1,500.00	67%	\$1,000.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00		\$0.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	90%	\$4,500.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	65%	\$42,000.00
15.9	HVAC - Test & Balance	LS	xxxxx	xxxxx	\$ 10,000.00		\$0.00
15.10	HVAC - Controls	LS	xxxxx	xxxxx	\$ 42,000.00	81%	\$34,000.00
15.11	HVAC - Equipment	LS	xxxxx	xxxxx	\$ 116,000.00	99%	\$114,500.00
15.12	HVAC - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 123,000.00	100%	\$123,000.00
15.13	HVAC - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 13,500.00	100%	\$13,500.00
15.14	HVAC - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.15	HVAC - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 49,000.00	23%	\$11,500.00
16.1	Electrical - Generator	LS	xxxxx	xxxxx	\$ 163,000.00	100%	\$163,000.00
16.2	Electrical - Lighting	LS	xxxxx	xxxxx	\$ 58,000.00	100%	\$58,000.00
16.3	Electrical - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 54,000.00	100%	\$54,000.00
16.4	Electrical - #20 Process Tanks	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
16.5	Electrical - #30 Final Clarifier	LS	xxxxx	xxxxx	\$ 42,000.00	98%	\$41,000.00
16.6	Electrical - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 55,000.00	85%	\$47,000.00
16.7	Electrical - Site & Temp Power	LS	xxxxx	xxxxx	\$ 305,000.00	100%	\$305,000.00
16.8	Controls - General Conditions	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
16.9	Control Panels	LS	xxxxx	xxxxx	\$ 125,000.00	100%	\$125,000.00
16.10	SCADA Computer & Software	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
16.11	Instrumentation	LS	xxxxx	xxxxx	\$ 83,000.00	100%	\$83,000.00
16.12	Electrical Gear	LS	xxxxx	xxxxx	\$ 275,000.00	100%	\$275,000.00
16.13	Star-up & Training	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00
	Total				\$ 13,574,000.00		\$12,355,089.81



Less Estimate(s) Previously Approved		No. 1	\$157,700.00	
		No. 2	\$172,900.00	
		No. 3	\$924,479.68	
		No. 4	\$1,006,090.87	
		No. 5	\$840,943.80	
		No. 6	\$989,069.00	
		No. 7	\$526,780.70	
		No. 8	\$533,685.32	
		No. 9	\$456,337.25	
		No. 10	\$1,374,978.99	
		No. 11	\$922,524.08	
		No. 12	\$374,465.02	
		No. 13	\$88,293.00	
		No. 14	\$105,450.00	
		No. 15	\$833,547.79	
		No. 16	\$590,954.16	
		No. 17	\$365,981.13	
		No. 18	\$435,975.25	
		No. 19	\$285,516.22	
		No. 20	\$308,322.52	
		No. 21	\$248,405.53	
		No. 22	\$155,325.00	
			<b>Total Previously Approved</b>	<b>\$11,697,725.31</b>
<b>Percent Complete</b>	<b>92%</b>	<b>Amount Due This Estimate</b>		<b>\$253,651.18</b>

The amount \$253,651.18 is recommended for approval for payment in accordance with the terms of the Contract.

<b>Prepared By:</b> WRH, Inc.	<b>Recommended By:</b> Veenstra & Kimm, Inc.	<b>Approved By:</b> City of Grinnell
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title
Date 1-14-2020	Date 1-14-2020	Date

V&K Job No. 288117

RESOLUTION NO. 2020-24

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 24 IN THE AMOUNT OF \$118,275 TO WRH, INC OF AMANA, IOWA FOR WORK COMPLETED ON THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc of Amana, Iowa on December 4, 2017 and

WHEREAS, Pay Request No. 24 has been initiated by the City of Grinnell and WRH, Inc. of Amana, 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 Request No. 24; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$118,275.00 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 3rd day of February 2020.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

---

January 29, 2020

Ann Wingerter  
City of Grinnell  
520 Fourth Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT  
PARTIAL PAYMENT NO. 24

Enclosed are three signed copies of Partial Payment No. 24 in accordance with the contract between the City of Grinnell and WRH, Inc. for the Wastewater Treatment Facility Improvements project.

By copy of this letter we are recommending payment to the City Council of the City of Grinnell to WRH, Inc. in the amount of \$118,275.00.

Partial Payment No. 24 is primarily for earthwork and work on the Administration Building.

Please execute all copies of Partial Payment No. 24 in the spaces provided. Return one copy to Veenstra & Kimm, Inc., forward one copy to WRH, Inc. with payment and retain one copy for your file. If you have any questions or comments, please contact us at 515-225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Olivia M. Patton".

Olivia M. Patton

OMP:omp  
288117

Enclosures

cc: Mark Droessler, WRH, Inc. (email)  
Russ Behrens, City of Grinnell (email)  
Jan Anderson, City of Grinnell (email)



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-255-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

**PAY ESTIMATE NO. 24**

Date: **January 29, 2020**

Project Title	Wastewater Treatment Facility Improvements Grinnell, Iowa		Contractor	WRH, Inc. P.O. Box 256 Amana, Iowa 52203
Orig. Contract Amount & Date	\$13,574,000.00	December 4, 2017	Pay Period	1/14/2020 - 1/29/2020

**BID ITEMS**

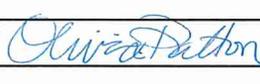
	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1.1	Bond & Insurance	LS	xxxxx	xxxxx	\$ 131,000.00	100%	\$131,000.00
1.2	Mobilization	LS	xxxxx	xxxxx	\$ 200,000.00	92%	\$184,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	97%	\$643,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	86%	\$86,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	94%	\$1,140,000.00
2.3	Asphalt Paving	LS	xxxxx	xxxxx	\$ 190,000.00		\$0.00
2.4	PCC Paving & Walks	LS	xxxxx	xxxxx	\$ 108,000.00		\$0.00
2.5	Underground Pipe & MH's	LS	xxxxx	xxxxx	\$ 1,200,000.00	99.8%	\$1,197,091.81
2.6	Fence	LS	xxxxx	xxxxx	\$ 38,000.00	42%	\$16,000.00
2.7	Erosion Control	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
2.8	Seeding & Landscaping	LS	xxxxx	xxxxx	\$ 40,000.00		\$0.00
3.1	Reinforcing Steel	LS	xxxxx	xxxxx	\$ 892,500.00	99.8%	\$890,500.00
3.2	Concrete -#10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00
3.3	Concrete -#20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00
3.4	Concrete -#25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
3.5	Concrete -#30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00
3.6	Concrete -#40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00
3.7	Concrete -#50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00
3.8	Concrete -#55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00		\$0.00
3.9	Concrete -#60 Aerobic Digester	LS	xxxxx	xxxxx	\$ 261,000.00	100%	\$261,000.00
3.10	Concrete -#65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 52,000.00	100%	\$52,000.00
3.11	Concrete -#70 Sludge Storage	LS	xxxxx	xxxxx	\$ 3,400.00		\$0.00
3.12	Concrete -#90 Administration Bldg.	LS	xxxxx	xxxxx	\$ 59,000.00	100%	\$59,000.00
3.13	Precast Concrete	LS	xxxxx	xxxxx	\$ 70,000.00	100%	\$70,000.00
4.1	Masonry	LS	xxxxx	xxxxx	\$ 411,600.00	100%	\$411,600.00
5.1	Misc. Metals, Handrail & Hatches	LS	xxxxx	xxxxx	\$ 215,500.00	100%	\$214,898.00
6.1	Framing, Carpentry	LS	xxxxx	xxxxx	\$ 15,000.00	93%	\$14,000.00
7.1	Roofing & Sheet Metal	LS	xxxxx	xxxxx	\$ 177,000.00	100%	\$177,000.00
7.2	Insulation & Damp Proofing	LS	xxxxx	xxxxx	\$ 8,000.00	100%	\$8,000.00
7.3	Joint Sealants	LS	xxxxx	xxxxx	\$ 13,000.00	92%	\$12,000.00
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	93%	\$40,000.00
8.2	Doors (Coiling & OH)	LS	xxxxx	xxxxx	\$ 9,000.00	100%	\$9,000.00
8.3	Windows ( Storefront & Clad)	LS	xxxxx	xxxxx	\$ 19,000.00	63%	\$12,000.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	61%	\$110,000.00
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00		\$0.00
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00		\$0.00
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00		\$0.00

10.1	Specialties (Lockers, RR Access., Signs)	LS	xxxxx	xxxxx	\$ 25,000.00	16%	\$4,000.00
11.1	Stamford Baffles	LS	xxxxx	xxxxx	\$ 50,000.00	82%	\$41,000.00
11.2	FRP Flumes & Grating	LS	xxxxx	xxxxx	\$ 11,500.00	100%	\$11,500.00
11.3	Flow Control Gates	LS	xxxxx	xxxxx	\$ 110,000.00	100%	\$110,000.00
11.4	Grit Removal Equipment	LS	xxxxx	xxxxx	\$ 260,000.00	100%	\$260,000.00
11.5	Grip Pumps	LS	xxxxx	xxxxx	\$ 25,000.00	100%	\$25,000.00
11.6	Mechanical Bar Screen	LS	xxxxx	xxxxx	\$ 93,000.00	100%	\$93,000.00
11.7	Submersible Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	10%	\$7,000.00
11.8	Sludge Mixing Equipment	LS	xxxxx	xxxxx	\$ 132,000.00	20%	\$27,000.00
11.9	New Clarifier, Weirs & Baffles	LS	xxxxx	xxxxx	\$ 130,000.00	100%	\$130,000.00
11.10	#22 Clarifier Repairs	LS	xxxxx	xxxxx	\$ 45,000.00	82%	\$37,000.00
11.11	Air Blowers	LS	xxxxx	xxxxx	\$ 135,000.00	100%	\$135,000.00
11.12	Rotary Lobe Sludge Pumps	LS	xxxxx	xxxxx	\$ 72,000.00	100%	\$72,000.00
11.13	Digester Equipment	LS	xxxxx	xxxxx	\$ 755,000.00	100%	\$755,000.00
11.14	Nutrient Removal System	LS	xxxxx	xxxxx	\$ 585,000.00	100.0%	\$585,000.00
11.15	NPW Booster Station	LS	xxxxx	xxxxx	\$ 91,500.00	100%	\$91,500.00
11.16	U.V. Equipment	LS	xxxxx	xxxxx	\$ 162,000.00	100%	\$162,000.00
12.1	Lab Casework	LS	xxxxx	xxxxx	\$ 56,000.00		\$0.00
14.1	Hoists	LS	xxxxx	xxxxx	\$ 7,000.00	100%	\$7,000.00
15.1	Process Pipe	LS	xxxxx	xxxxx	\$ 352,000.00	98%	\$346,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	97%	\$145,000.00
15.3	Mech.- Plumbing/HVAC - General Condit	LS	xxxxx	xxxxx	\$ 60,000.00	98%	\$58,500.00
15.4	Plumbing - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.5	Plumbing - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 1,500.00	67%	\$1,000.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00		\$0.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	90%	\$4,500.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	75%	\$49,000.00
15.9	HVAC - Test & Balance	LS	xxxxx	xxxxx	\$ 10,000.00		\$0.00
15.10	HVAC - Controls	LS	xxxxx	xxxxx	\$ 42,000.00	81%	\$34,000.00
15.11	HVAC - Equipment	LS	xxxxx	xxxxx	\$ 116,000.00	99%	\$114,500.00
15.12	HVAC - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 123,000.00	100%	\$123,000.00
15.13	HVAC - #40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 13,500.00	100%	\$13,500.00
15.14	HVAC - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 17,000.00	100%	\$17,000.00
15.15	HVAC - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 49,000.00	28%	\$13,500.00
16.1	Electrical - Generator	LS	xxxxx	xxxxx	\$ 163,000.00	100%	\$163,000.00
16.2	Electrical - Lighting	LS	xxxxx	xxxxx	\$ 58,000.00	100%	\$58,000.00
16.3	Electrical - #10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 54,000.00	100%	\$54,000.00
16.4	Electrical - #20 Process Tanks	LS	xxxxx	xxxxx	\$ 45,000.00	100%	\$45,000.00
16.5	Electrical - #30 Final Clarifier	LS	xxxxx	xxxxx	\$ 42,000.00	100%	\$42,000.00
16.6	Electrical - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 55,000.00	91%	\$50,000.00
16.7	Electrical - Site & Temp Power	LS	xxxxx	xxxxx	\$ 305,000.00	100%	\$305,000.00
16.8	Controls - General Conditions	LS	xxxxx	xxxxx	\$ 16,000.00	100%	\$16,000.00
16.9	Control Panels	LS	xxxxx	xxxxx	\$ 125,000.00	100%	\$125,000.00
16.10	SCADA Computer & Software	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
16.11	Instrumentation	LS	xxxxx	xxxxx	\$ 83,000.00	100%	\$83,000.00
16.12	Electrical Gear	LS	xxxxx	xxxxx	\$ 275,000.00	100%	\$275,000.00
16.13	Star-up & Training	LS	xxxxx	xxxxx	\$ 15,000.00	100%	\$15,000.00
	Total				\$ 13,574,000.00		\$12,479,589.81



Less Estimate(s) Previously Approved	No. 1	\$157,700.00	
	No. 2	\$172,900.00	
	No. 3	\$924,479.68	
	No. 4	\$1,006,090.87	
	No. 5	\$840,943.80	
	No. 6	\$989,069.00	
	No. 7	\$526,780.70	
	No. 8	\$533,685.32	
	No. 9	\$456,337.25	
	No. 10	\$1,374,978.99	
	No. 11	\$922,524.08	
	No. 12	\$374,465.02	
	No. 13	\$88,293.00	
	No. 14	\$105,450.00	
	No. 15	\$833,547.79	
	No. 16	\$590,954.16	
	No. 17	\$365,981.13	
	No. 18	\$435,975.25	
	No. 19	\$285,516.22	
	No. 20	\$308,322.52	
	No. 21	\$248,405.53	
	No. 22	\$155,325.00	
	No. 23	\$253,651.18	
		Total Previously Approved	\$11,951,376.49
Percent Complete	93%	Amount Due This Estimate	\$118,275.00

The amount \$118,275.00 is recommended for approval for payment in accordance with the terms of the Contract.

Prepared By: WRH, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Grinnell
Signature 	Signature 	Signature
Title Project Manager	Title Project Engineer	Title
Date 1-29-2020	Date 1/29/2020	Date

V&K Job No. 288117

## RESOLUTION NO. 2020-25

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ALLENDER BUTZKE ENGINEERS INC FOR GEOTECHNICAL EXPLORATION FOR THE WATER TOWER PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to build a new Water Tower;

WHEREAS, the city desires Allender Butzke Engineers Inc to proceed with the geotechnical exploration services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said geotechnical exploration services for the Water Tower project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Allender Butzke Engineers Inc for geotechnical exploration services for the Water Tower project.

Passed and approved this 3rd day of February 2020.

---

Dan F. Agnew, Mayor

ATTEST:

---

Annamarie Wingerter, City Clerk/Finance Director



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Grinnell Water Tower **PN:** 201116  
**PROJECT ADDRESS:** East Street  
Grinnell, Iowa  
**CLIENT:** City of Grinnell c/o Veenstra and Kimm, Inc. Attn: Forrest Aldrich, PE  
**ADDRESS:** 3000 Westown Parkway  
West Des Moines, Iowa 50266-1320

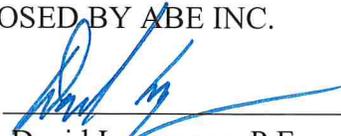
**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 1 test borings 70 feet deep, laboratory testing, engineering analysis, and written report.

**COMPENSATION TERMS:** Total cost for the above scope of services will be \$5,250. To better define subsurface condition an additional boring 70 feet deep can be drilled for a cost of \$2,300. Consultation subsequent to completion of report invoiced at current engineering rates.

**REMARKS:** Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. ABE will contact Iowa One Call for public utility locates. Locating of underground utilities not on Iowa One Call will be the responsibility of the City and should be properly marked prior to the drill crew arriving at the site. We assume the City will provide snow removal as necessary to allow access to boring locations with a truck drill. We have also assumed the boring location would be staked by V&K, Inc. prior to drilling.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By:   
David Logemann, P.E.  
Title: Principal Engineer  
Date: 1/16/2020

ACCEPTED FOR CLIENT

By: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**  
1 email above

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

## RESOLUTION NO. 2020-26

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE WATER TOWER PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to build a new Water Tower;

WHEREAS, the city desires the engineer to proceed with the planning and engineering services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said Water Tower project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with Veenstra & Kimm, Inc. for the Water Tower project.

Passed and approved this 3rd day of February 2020.

---

Dan F. Agnew, Mayor

ATTEST:

---

Annmarie Wingerter, City Clerk/Finance Director



**VEENSTRA & KIMM, INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

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January 16, 2020

Russell Behrens  
City Manager  
City of Grinnell  
520 4th Avenue  
Grinnell, Iowa 50112

GRINNELL, IOWA  
SOUTH WATER TOWER  
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the South Water Tower project. If the agreement is acceptable to the City of Grinnell, please arrange for execution of each document. Return one executed document to our office.

If you have any questions or comments concerning the agreement, please contact us at 800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, reading "Forrest S. Aldrich".

Forrest S. Aldrich

FSA:dml  
0-03  
Enclosures

## AGREEMENT

### PROFESSIONAL ENGINEERING SERVICES SOUTH WATER TOWER GRINNELL, IOWA

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

**WITNESSETH, THAT WHEREAS**, the City of Grinnell owns and operates a municipal water system, and

**WHEREAS**, the City of Grinnell has experienced significant growth and an increase in average and peak water usage in the water system, and

**WHEREAS**, the City has determined additional water storage is necessary in the south side of the water system to meet current demands and to provide for future growth, and

**WHEREAS**, the City has determined additional water storage should be located in the southerly part of the water system, and

**WHEREAS**, the City has determined the location of the new elevated water storage should be generally along the corridor of East Street between Ogan Avenue and Pinder Avenue, and

**WHEREAS**, the City has determined it appropriate to design and construct a new water tower with a volume of approximately 500,000 gallons, with said project being referred to as the **South Water Tower**, or the **Project**, and

**WHEREAS**, the City anticipates utilizing the Drinking Water State Revolving Fund (SRF) loan funds for financing the construction of the Project, and

**WHEREAS**, the Iowa Department of Natural Resources requires the City to complete a preliminary engineering report as a condition for use of the Drinking Water SRF funds, and

**WHEREAS**, the City desires to retain the services of the Engineers for the preliminary engineering report, design and construction of the Project.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the City retains the Engineers for engineering matters on the Project. Such agreement shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed the water storage improvements shall consist of the following:
  - a. In consultation with the City, determine the site for the new water tower.
  - b. New elevated storage tank with a volume of approximately 500,000 gallons.
  - c. Water mains as necessary to connect the new water tower to the existing water distribution system.
- 2. PRELIMINARY ENGINEERING REPORT.** The Engineers shall prepare a Preliminary Engineering Report prior to the completion of design. The Preliminary Engineering Report shall meet the requirements of the Iowa Department of Natural Resources and the Iowa Finance Authority relating to water system projects to be funded under the Drinking Water State Revolving Fund (SRF) loan program.
- 3. SRF PROGRAM REQUIREMENTS.** The Engineers shall consult with, and assist, the City in obtaining and administering a Drinking Water State Revolving Fund (SRF) loan for the Project. Services will include preparation of loan application, supporting documentation and administration during the course of the Project.
- 4. DESIGN SURVEYS.** The Engineers shall undertake necessary topographic and other surveys for the design of the Project. Design surveys shall include all survey necessary for preparation of plans and specifications. The surveys include acquisition plats for the site of the tower and water main easements.
- 5. GEOTECHNICAL SERVICES.** Design of the new elevated storage tank will require a geotechnical investigation that will involve soil borings at the location of the new elevated storage tank. The Engineers shall review with the Owner the scope of geotechnical investigation and quotation received from the geotechnical consultant. The Engineers shall coordinate the services of the geotechnical consultant including review of the findings of the geotechnical work and incorporation of the findings in the design of the Project. The actual cost for the geotechnical consultant shall be paid directly by the Owner. The cost of the Engineers relating to coordinating and managing the geotechnical services are included as a part of the scope of work under this Agreement.
- 6. SITE ACQUISITION.** The Engineers shall complete the necessary surveys and prepare plats and legal descriptions for the acquisition of the water tower site. Acquisition of the site includes negotiations and meetings with the property owners.

7. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of design of the Project. The Engineers shall make periodic progress reports to the City.
8. **SIZE AND STYLE.** During the design of the Project the Engineers shall consult with the City on issues relating to style and capacity of the elevated storage tank. If determined appropriate by the City, the Engineers shall include in the plans and specifications provisions to bid alternate styles of tanks and up to three sizes for each of the alternates that may be selected.
9. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The specifications shall describe in detail the work to be done, and materials to be used. The plans shall show in detail the work to be done, the location and extent of the construction required. Three (3) sets of final plans and specifications for each construction contract shall be submitted to the Owner.
10. **ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction contract. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
11. **EASEMENT DOCUMENTS.** The Engineers shall prepare all necessary easements for the water mains associated with the Project.
12. **PERMITS AND LICENSES.** The Engineers shall provide copies of the plans and specifications for review by the Iowa Department of Natural Resources and shall assist in obtaining the necessary construction permits for the Project. Any fees for the construction permits shall be paid by the Owner and said costs shall not be charged against the Engineers' fees.
13. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders. Publication costs shall be borne by the Owner.
14. **COSTS OF PLANS AND SPECIFICATIONS.** The Owner shall compensate the Engineers for the actual costs of the plans and specifications provided contractors, plan rooms and suppliers during project bidding. The costs of plans shall be separate from the fee provisions under **20. COMPENSATION.**

- 15. BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract, and shall prepare a tabulation of bids for the Owner and shall advise the Owner in making award of contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the Owner of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the Owner as to the responsibility of any bidder.
- 16. PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the Owner, the Engineers, the Contractor and utility companies affected by the Project. At this conference a detailed construction schedule will be determined and the need for resident review by the Engineers will be established.
- 17. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:

  - a. Establishing a bench mark and/or base line to permit start of construction work.
  - b. Consult with and advise Owner.
  - c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.
  - d. Assist in interpretation of plans and specifications.
  - e. Review drawings and data of manufacturers.
  - f. Process and certify payment estimates of the Contractor to Owner.
  - g. Prepare and process necessary change orders or modifications to the construction contract.
  - h. Make routine and special trips to the Project site as required.
  - i. Provide construction staking information as necessary to include the establishment of required benchmarks and baselines for locations, elevations and grades of construction. Detailed construction staking for the Project shall be performed by the Contractor.

- j. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
- k. Provide the City with one (1) set of the plans showing final construction.

**18. RESIDENT REVIEW SERVICES.**

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. Resident review services shall include appropriate inspections, including those that require climbing of the elevated storage tank during and following construction.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to insure proper review of the construction work. On-site review shall take place on a part time basis during the construction work on the Project.
- c. Resident review services under this Agreement shall be provided by a resident reviewer trained and experienced with the erection and coating of elevated storage tanks.

**19. FINAL REVIEW.** The Engineers shall make a final review of the Project after construction is completed to determine that the construction complies with the plans and specifications. The Engineers shall certify the completion of the work to the Owner when construction substantially complies with the plans and specifications.

**20. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

- a. The fee for the preliminary engineering report and site acquisition services as set forth in **2. PRELIMINARY ENGINEERING REPORT** through **6. SITE ACQUISITION** of this Agreement shall be on the basis of the standard hourly fees for the time the Engineers personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project. The maximum fee for services associated with the preliminary engineering report and acquisition services shall not exceed the sum of Fourteen Thousand Seven Hundred Dollars (\$14,700).

- b. The fee for design, bidding and construction services as set forth in **7. DESIGN CONFERENCES AND REPORTS** through **19. FINAL REVIEW** shall be on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project. The maximum fee for services during design, bidding, and construction of the Project shall not exceed One Hundred Forty-nine Thousand Eight Hundred Dollars (\$149,800).
- c. The Owner shall compensate the Engineers for the cost of plans and distribution of plans as set forth in **9. PLANS AND SPECIFICATIONS** above as provided in Iowa Code Section 26.3(2) (2017). The reimbursement of the cost of plans and distribution of plans as required under Iowa Code Section 26.3(2) (2017) is not included in the fees for services set forth under this Agreement.

**21. PAYMENT.** The fees for services shall be due and payable as follows:

- a. During preparation of the preliminary engineering report the fee shall be due and payable monthly.
- b. During design and preparation of the plans and specifications, the fee shall be due and payable monthly.
- c. For general services during construction, resident review and final review, the fee shall be due and payable monthly.

**22. LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

**23. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following items:

- a. If, after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.

- b. Material testing and inspections other than those completed as a part of the resident review on the site of the Project, environmental impact statements, archaeological investigation, contaminated soil and groundwater investigations, geotechnical investigation.
- c. Wetlands studies and archaeological studies.
- d. Geotechnical services. The Owner shall duly compensate the cost of geotechnical services as outlined in **5. GEOTECHNICAL SERVICES**.
- e. Services related to or regarding arbitration or litigation of a construction contract between a construction contractor and the Owner regarding any of the Projects included in this Agreement.
- f. Services required for the evaluation of and determination to accept defective work by Contractor including required re-design services.
- g. Services required for re-design as a result of substitute products during the construction phase.
- h. Services required as a result of Owner providing incomplete or incorrect Project information.
- i. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
- j. Construction staking.
- k. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

#### **24. SUSPENSION.**

- a. The Owner agrees that the Engineer is not responsible for damages arising directly or indirectly from any delays for causes beyond the Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the Owner; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Engineer to perform its services in an orderly and efficient manner, the Engineer shall be entitled to a reasonable adjustment in schedule and compensation.

- b. If Engineer's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of the Engineer, the Engineer will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

**25. TERMINATION.**

- a. In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for all services rendered and all reimbursable costs incurred by the Engineer up to the date of termination, in accordance with the payment provisions of this Agreement.
- b. The Owner may terminate this Agreement for the Owner's convenience and without cause upon giving the Engineer not less than seven (7) calendar days written notice.
- c. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
  - 1) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
  - 2) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
  - 3) Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate.
  - 4) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

**26. DISPUTE RESOLUTION.**

- a. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. Owner and Engineer agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

**27. BETTERMENT.** When a Change Order is necessitated by an act or omission of Engineer or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by Owner and Engineer. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by Engineer or of the lack of professional quality deliverables prepared by Engineer, Owner shall be entitled to an amount equal to the difference between the actual cost of the change work and the estimated cost of the change work (less added value to the Owner) if there had been no such act, omission, or error. Engineer shall pay such sum to Owner.

**28. CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Engineer are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Engineer may call for renegotiation of appropriate portions of this Agreement. The Engineer shall notify the Owner of the changed conditions necessitating renegotiation, and the Engineer and the Owner shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**29. CHANGES.** If, after the plans and specifications are completed and approved by the Owner, the Engineers are required to change the plans and specifications because of changes made by the Owner, the Engineers shall receive additional compensation for making such changes. The compensation for such changes shall be based upon the standard hourly fees plus expenses for personnel of the Engineers actually engaged in making the changes.

- 30. EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the Owner requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the Engineers, plus expenses for personnel engaged in the authorized extra work.
- 31. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the Owner harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.
- 32. INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$2,000,000/2,000,000

\*Occurrence/Aggregate

\*\* The Owner is not to be named as an additional insured.

\*\*\*Claims made basis

- 33. ASSISTANTS AND CONSULTANTS.** It is understood and agreed that the employment of the Engineers by the Owner for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants and consultants as they deem proper in the performance of the work.
- 34. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**CITY OF GRINNELL, IOWA**

**ATTEST:**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

**VEENSTRA & KIMM, INC.**

**ATTEST:**

By James Allard  
President

By Deborah M. Luka

## Ann Wingerter

---

**From:** Duane Neff  
**Sent:** Friday, January 31, 2020 7:55 AM  
**To:** Ann Wingerter  
**Subject:** FW: Center Street Apartments

Ann,

This may need councils approval. It will have to be placed on the cities right-of-way. Either 1<sup>st</sup> Ave or the alley.

Duane

---

**From:** Karen McNaul [mailto:kmcnaul@zumatel.net]  
**Sent:** Wednesday, January 29, 2020 3:49 PM  
**To:** Duane Neff  
**Subject:** Center Street Apartments

Duane,

I have taken over the management for the Center Street Apartments in Grinnell and I would like to know if there is a way we can place an entrance sign at the driveway off of 1<sup>st</sup> Ave.

Unless someone know it is there they do not know how to get up to the apartments.

Thank you



Karen McNaul  
Broker/Owner  
McNaul Real Estate, Inc.  
100 Crabtree Rd  
Montezuma, IA 50171  
Office 641-623-5026  
Fax 641-623-5025  
Cell 641-891-8902  
www.mcnaulrealestateinc.com  
E-Mail kmcnaul@zumatel.net  
Licensed in Iowa

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**GRINNELL PUBLIC SAFETY COMMITTEE MEETING  
MONDAY, FEBRUARY 3, 2020 AT 4:30 P.M.  
IN THE COUNCIL CHAMBERS ON 2<sup>ND</sup> FLOOR  
OF THE CITY HALL**

***TENTATIVE AGENDA***

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**ROLL CALL:** White (Chair), Hueftle-Worley, Davis

**PERFECTING AND APPROVAL OF AGENDA: COMMITTEE BUSINESS:**

1. Consider approval of volunteer Police Department Chaplains:
  - Pastor Phil Culham
  - Rev. Ross Epping
  - Mr. Nathan Smith
  
2. Consider St. Francis Manor request for to hold a 5K and 1 mile run for Men's Health on city streets Saturday, June 20, 2020, closing portions of Garfield Avenue and Penrose Street.
  
3. Discuss emergency medical services.

**INQUIRIES:**

**ADJOURNMENT**

# Chaplains

## 335.1 PURPOSE AND SCOPE

**Discretionary**

This policy establishes the guidelines for Grinnell Police Department chaplains to provide counseling or emotional support to members of the Department, their families and members of the public.

## 335.2 POLICY

**Discretionary**

The Grinnell Police Department shall ensure that department chaplains are properly appointed, trained and supervised to carry out their responsibilities without financial compensation.

## 335.3 ELIGIBILITY

**Discretionary**

Requirements for participation as a chaplain for the Department may include, but are not limited to:

- (a) Being above reproach, temperate, prudent, respectable, hospitable, able to teach, free from addiction to alcohol or other drugs, and free from excessive debt.
- (b) Managing his/her household, family and personal affairs well.
- (c) Having a good reputation in the community.
- (d) Successful completion of an appropriate-level background investigation.
- (e) A minimum of five years of successful counseling experience.
- (f) Possession of a valid driver's license.

The Chief of Police may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

## 335.4 RECRUITMENT, SELECTION AND APPOINTMENT

**Best Practice**

The Grinnell Police Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral and professional standards set forth by this department.

All applicants shall be required to meet and pass the same pre-employment procedures as department personnel before appointment.

### 335.4.1 RECRUITMENT

**Best Practice**

Chaplains should be recruited on a continuous and ongoing basis consistent with department policy on equal opportunity and non-discriminatory employment. A primary qualification for participation in the application process should be an interest in and an ability to assist the

# Grinnell Police Department

## Policy Manual

### Chaplains

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Department in serving the public. Chaplain candidates are encouraged to participate in ride-alongs with department members before and during the selection process.

#### 335.4.2 SELECTION AND APPOINTMENT

##### Discretionary

Chaplain candidates shall successfully complete the following process prior to appointment as a chaplain:

- (a) Submit the appropriate written application.
- (b) Include a recommendation from employers or volunteer programs.
- (c) Interview with the Chief of Police and the chaplain coordinator.
- (d) Successfully complete an appropriate-level background investigation.
- (e) Complete an appropriate probationary period as designated by the Chief of Police.

Chaplains are volunteers and serve at the discretion of the Chief of Police. Chaplains shall have no property interest in continued appointment. However, if a chaplain is removed for alleged misconduct, the chaplain will be afforded an opportunity solely to clear his/her name through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

#### 335.5 IDENTIFICATION AND UNIFORMS

##### Discretionary

As representatives of the Department, chaplains are responsible for presenting a professional image to the community. Chaplains shall dress appropriately for the conditions and performance of their duties. Uniforms and necessary safety equipment will be provided for each chaplain. Identification symbols worn by chaplains shall be different and distinct from those worn by officers through the inclusion of "Chaplain" on the uniform. Chaplain uniforms shall not reflect any religious affiliation.

Chaplains will be issued Grinnell Police Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Grinnell Police Department identification cards, with the exception that "Chaplain" will be indicated on the cards. Chaplains shall be required to return any issued uniforms or department property at the termination of service.

Chaplains shall conform to all uniform regulations and appearance standards of this department.

#### 335.6 CHAPLAIN COORDINATOR

##### Discretionary MODIFIED

The Chief of Police should delegate certain responsibilities to a chaplain coordinator. The coordinator shall be appointed by and directly responsible to the Captain or the authorized designee.

The chaplain coordinator shall serve as the liaison between the chaplains and the Chief of Police. The function of the coordinator is to provide a central coordinating point for effective

# Grinnell Police Department

## Policy Manual

### Chaplains

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chaplain management within the Department, and to direct and assist efforts to jointly provide more productive chaplain services. Under the general direction of the Chief of Police or the authorized designee, chaplains shall report to the chaplain coordinator and/or Shift Supervisor.

The chaplain coordinator may appoint a senior chaplain or other designee to assist in the coordination of chaplains and their activities.

The responsibilities of the coordinator or the authorized designee include, but are not limited to:

- (a) Recruiting, selecting and training qualified chaplains.
- (b) Conducting chaplain meetings.
- (c) Establishing and maintaining a chaplain callout roster.
- (d) Maintaining records for each chaplain.
- (e) Tracking and evaluating the contribution of chaplains.
- (f) Maintaining a record of chaplain schedules and work hours.
- (g) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (h) Planning periodic recognition events.
- (i) Maintaining a liaison with other agency chaplain coordinators.

An evaluation of the overall use of chaplains will be conducted on an annual basis by the coordinator.

### 335.7 DUTIES AND RESPONSIBILITIES

#### Discretionary

Chaplains assist the Department, its members and the community as needed. Assignments of chaplains will usually be to augment the Patrol Function, but chaplains may be assigned to other areas within the Department as needed. Chaplains should be placed only in assignments or programs that are consistent with their knowledge, skills and abilities and the needs of the Department.

All chaplains will be assigned to duties by the chaplain coordinator or the authorized designee.

Chaplains may not proselytize or attempt to recruit members of the Department or the public into a religious affiliation while representing themselves as chaplains with this department. If there is any question as to the receiving person's intent, chaplains should verify that the person is desirous of spiritual counseling or guidance before engaging in such discussion.

Chaplains may not accept gratuities for any service, or any subsequent actions or follow-up contacts that were provided while functioning as a chaplain for the Grinnell Police Department.

#### 335.7.1 COMPLIANCE

#### Best Practice

# Grinnell Police Department

## Policy Manual

### Chaplains

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Chaplains are volunteer members of this department and, except as otherwise specified within this policy, are required to comply with the Volunteers Policy and other applicable policies.

#### 335.7.2 OPERATIONAL GUIDELINES

**Discretionary** **MODIFIED**

- (a) Chaplains should be scheduled to be on-call for a period of time as determined by the chaplain coordinator and participating chaplains.
- (b) At the end of each on-call period the chaplain should complete a chaplain report and submit it to the Chief of Police or the authorized designee. The report will document the activities performed by the chaplain during this on-call period.
- (c) Chaplains shall be permitted to ride with officers during any shift and observe Grinnell Police Department operations, provided the Shift Supervisor has been notified and has approved the activity.
- (d) Chaplains shall not be evaluators of members of the Department.
- (e) In responding to incidents, a chaplain shall never function as an officer.
- (f) When responding to in-progress calls for service, chaplains may be required to stand-by in a secure area until the situation has been deemed safe.
- (g) Chaplains shall serve only within the jurisdiction of the Grinnell Public Safety services unless otherwise authorized by the Chief of Police or the authorized designee.
- (h) Each chaplain shall have access to current department member rosters, addresses, telephone numbers, duty assignments and other information that may assist in his/her duties. Such information will be considered confidential and each chaplain will exercise appropriate security measures to prevent unauthorized access to the data.

#### 335.7.3 ASSISTING DEPARTMENT MEMBERS

**Discretionary**

The responsibilities of a chaplain related to department members include, but are not limited to:

- (a) Assisting in making notification to families of members who have been seriously injured or killed and, after notification, responding to the hospital or home of the member.
- (b) Visiting sick or injured members in the hospital or at home.
- (c) Attending and participating, when requested, in funerals of active or retired members.
- (d) Serving as a resource for members who are dealing with the public during significant incidents (e.g., accidental deaths, suicides, suicidal subjects, serious accidents, drug and alcohol abuse).
- (e) Providing counseling and support for members and their families.
- (f) Being alert to the needs of members and their families.

# Grinnell Police Department

## Policy Manual

### Chaplains

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#### 335.7.4 ASSISTING THE DEPARTMENT

##### Discretionary

The responsibilities of a chaplain related to this department include, but are not limited to:

- (a) Assisting members in defusing a conflict or incident, when requested.
- (b) Responding to any significant incident (e.g., natural and accidental deaths, suicides and attempted suicides, family disturbances) in which the Shift Supervisor or supervisor believes the chaplain could assist in accomplishing the mission of the Department.
- (c) Responding to all major disasters, such as natural disasters, bombings and similar critical incidents.
- (d) Being on-call and, if possible, on-duty during major demonstrations or any public function that requires the presence of a large number of department members.
- (e) Attending department and academy graduations, ceremonies and social events and offering invocations and benedictions, as requested.
- (f) Participating in in-service training classes.
- (g) Training others to enhance the effectiveness of the Department.

#### 335.7.5 ASSISTING THE COMMUNITY

##### Discretionary

The duties of a chaplain related to the community include, but are not limited to:

- (a) Fostering familiarity with the role of law enforcement in the community.
- (b) Providing an additional link between the community, other chaplain coordinators and the Department.
- (c) Providing a liaison with various civic, business and religious organizations.
- (d) Assisting the community when they request representatives or leaders of various denominations.
- (e) Assisting the community in any other function, as needed or requested.
- (f) Making referrals in cases where specialized attention is needed or in cases that are beyond the chaplain's ability to assist.

#### 335.7.6 CHAPLAIN MEETINGS

##### Best Practice

All chaplains are required to attend scheduled meetings. Any absences must be satisfactorily explained to the chaplain coordinator.

#### 335.8 PRIVILEGED COMMUNICATIONS

##### Discretionary

# Grinnell Police Department

## Policy Manual

### *Chaplains*

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No person who provides chaplain services to members of the Department may work or volunteer for the Grinnell Police Department in any capacity other than that of chaplain.

Department chaplains shall be familiar with state evidentiary laws and rules pertaining to the limits of the clergy-penitent, psychotherapist-patient and other potentially applicable privileges and shall inform members when it appears reasonably likely that the member is discussing matters that are not subject to privileged communications. In such cases, the chaplain should consider referring the member to a non-department counseling resource.

No chaplain shall provide counsel to or receive confidential communications from any Grinnell Police Department member concerning an incident personally witnessed by the chaplain or concerning an incident involving the chaplain.

### **335.9 TRAINING**

#### **Discretionary**

The Department will establish a minimum number of training hours and standards for department chaplains. The training, as approved by the Captain, may include:

- Stress management
- Death notifications
- Symptoms of post-traumatic stress
- Burnout for members of law enforcement and chaplains
- Legal liability and confidentiality
- Ethics
- Responding to crisis situations
- The law enforcement family
- Substance abuse
- Officer injury or death
- Sensitivity and diversity

## Ann Wingerter

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**From:** Kayla Faas <kfaas@stfrancismanor.com>  
**Sent:** Thursday, January 16, 2020 2:11 PM  
**To:** Ann Wingerter  
**Subject:** Seeland Park 5K 2020  
**Attachments:** 5K Route.pdf

Hi Ann,

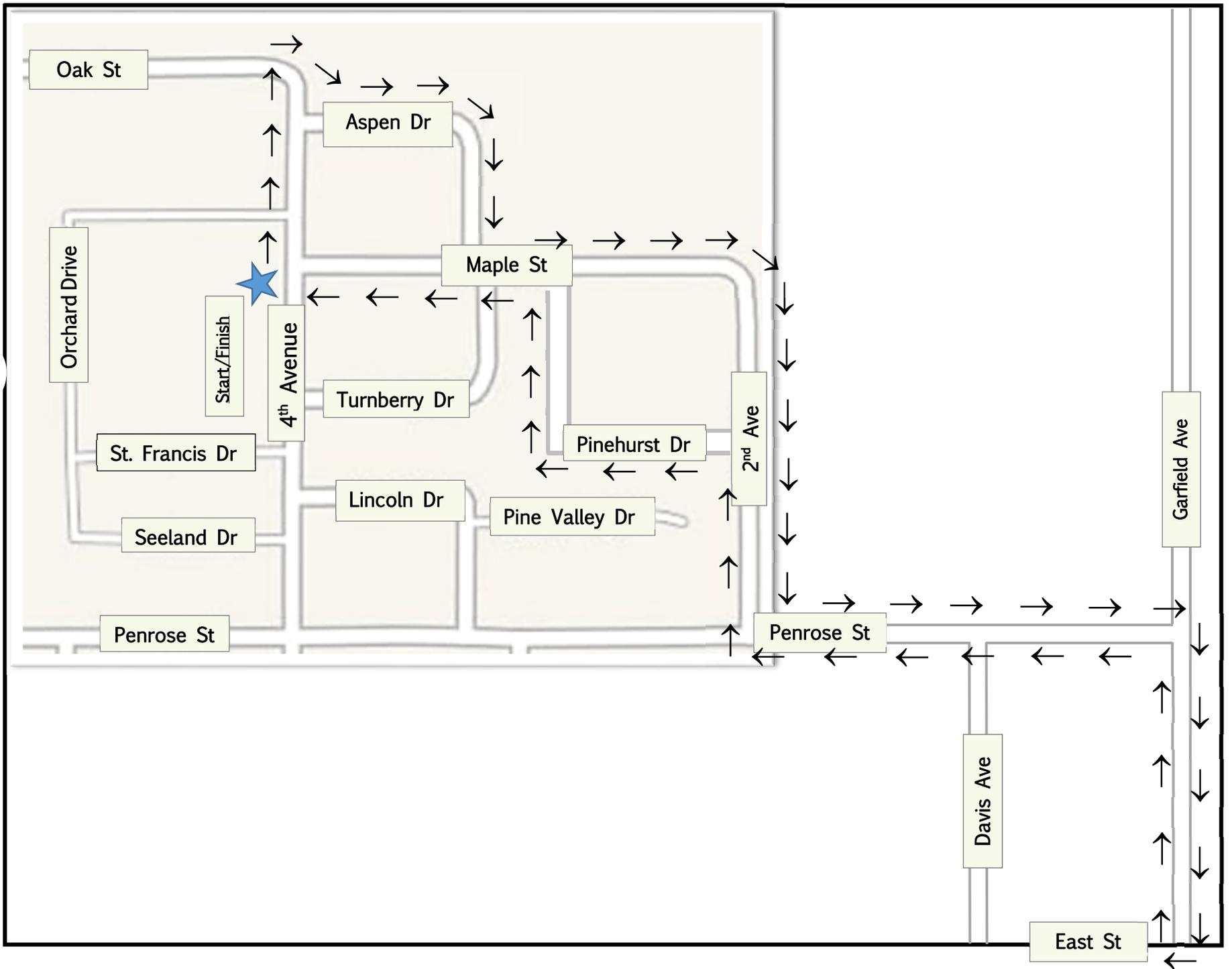
My name is Kayla Faas and I am the fitness director for St. Francis Manor, Seeland Park, and the Hammond Center for Assisted Living. We are planning a community wide 5K and 1 mile run for Men's Health month in June of this year. We would like to have the run on Saturday, June 20<sup>th</sup>. I was told that I needed to get the route approved through you. I will attach the route that we were hoping to use. Please let me know if there is anything else I need to do.

Thanks,

*Kayla Faas*

Fitness Director/ACE Senior Fitness Specialist & Certified Group Fitness Instructor

St. Francis Manor/Seeland Park  
2021 4<sup>th</sup> Ave  
Grinnell, IA 50112  
641-269-5424  
[www.stfrancismanor.com](http://www.stfrancismanor.com)





**GRINNELL PLANNING COMMITTEE MEETING  
MONDAY, FEBRUARY 3, 2020 AT 4:45 P.M.  
IN THE COUNCIL CHAMBERS ON THE 2<sup>ND</sup> FLOOR OF  
THE CITY HALL**

***TENTATIVE AGENDA***

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**ROLL CALL:** Bly (Chair), Davis, Gaard.

**PERFECTING AND APPROVAL OF AGENDA**

**COMMITTEE BUSINESS:**

1. Consider resolution approving professional services agreement with HAILA Architecture Structure Planning, Ltd. for 915 Main Street (See Resolution No. 2020-27).
2. Discuss building mass, height, and similar design considerations for the northern portion of the central business district.
3. Discuss strategic planning.

**INQUIRIES:**

**ADJOURNMENT:**

**RESOLUTION NO. 2020-**

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH HAILA ARCHITECTURE STRUCTURE PLANNING, LTD. FOR PRELIMINARY DESIGN SERVICES FOR 915 MAIN STREET.

WHEREAS, the City Council of the city of Grinnell desires to see the building at 915 Main Street rebuilt;

WHEREAS, the city desires HAILA Architecture Structure Planning, Ltd. to proceed with the preliminary design services necessary to complete this project;

WHEREAS, the professional services agreement outlines the terms and conditions needed for said preliminary design services for the 915 Main Street project, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a professional services agreement with HAILA Architecture Structure Planning, Ltd. for preliminary design services for the Water Tower project.

Passed and approved this 3rd day of February 2020.

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Dan F. Agnew, Mayor

ATTEST:

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Annamarie Wingerter, City Clerk/Finance Director

**AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**Client:** City of Grinnell  
520 4<sup>th</sup> Avenue  
Grinnell, Iowa 50112

**Date:** January 13, 2020  
**Project No:** 19076

**Project Name/Location:** Infill Development – 900 Block of Main Street

**Scope/Intent and Extent of Services:** Preliminary Design Services – See Attached Proposal Letter dated January 9<sup>th</sup>, 2020

**Fee Arrangement:** Lump Sum - \$9,500 to be paid in full prior to release of conceptual drawings and renderings. Fee does not include reimbursable expenses.

**Special Conditions:** Services do not include exhaustive code review, architectural, structural, mechanical, electrical, plumbing, or civil engineering for the purposes of bidding or construction.

**TERMS AND CONDITIONS**

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

**Access To Site:**

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

**Standard of Care:**

Services provided by the Firm under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Fee:**

Minimum \$300 Flat Fee for Professional Services; if Professional Services exceeds \$300, fees will be charged on an hourly basis, plus reimbursable expenses. Hourly Rates for the year 2020 are as follows:

Principal Engineer	\$150.00/Hour	Mileage:	\$0.60/Mile
Engineer:	\$110.00/Hour	Black & White Copies:	\$0.10/Each
Principal Architect	\$140.00/Hour	Color Copies:	\$0.55/Each
Architect-1	\$110.00/Hour	Other Reimbursable Expenses –	Actual cost
Interior Designer	\$100.00/Hour		
Assoc. Architect-3	\$105.00/Hour		
Assoc. Architect -2	\$90.00/Hour		
Assoc. Architect-1	\$80.00/Hour		
Intern Architect	\$60.00/Hour		
Engineer In Training:	\$60.00/Hour		
Executive Assistant	\$75.00/Hour		
Marketing Coordinator	\$60.00/Hour		

Billings/Payment:

Invoices for the Firm’s services shall be submitted at the Firm’s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney’s fees.

Indemnification:

The Client shall indemnify, hold harmless, and agrees to defend the Firm and all of its personnel from and against any and all claims damages, losses and expenses (including reasonable attorney’s fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client, including construction contractors, (except the Firm) or anyone whose acts any of them may be liable.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Firm and their subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney’s fees and costs and expert witness fees and costs, so that the total aggregate liability of the Firm and their subconsultants to all those named shall not exceed total fees for services rendered. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services:

This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Should either party exercise their right of termination, the written notice shall set forth the nature of the other party’s breach. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination.

Ownership of Documents:

All documents produced by the Firm under this Agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of Iowa.

Prepared by:

Eric E. Vermeer - President

Accepted by:

\_\_\_\_\_  
(Signature)

Eric E. Vermeer, President

(Printed Name/Title)

HAILA Architecture | Structure | Planning, Ltd.

(Firm)

Accepted by:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

(Printed Name/Title)

\_\_\_\_\_

(Client)