



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, APRIL 6, 2020 AT 7:00 PM
VIA ZOOM

If you plan attend the meeting via Zoom, please click on the link below. If you have any input on the agenda items, you can call (641-236-2600) or e-mail (awingerter@grinnelliowa.gov).

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/250411950>

Or iPhone one-tap :

US: +13126266799,,250411950# or +16468769923,,250411950#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 876 9923 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 301 715 8592

Meeting ID: 250 411 950

International numbers available: <https://skccom.zoom.us/u/abwyWtdePA>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 250 411 950

SIP: 250411950@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70250 411 950

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/250411950>

1. Roll Call
2. Perfecting And Approval Of Agenda
 - 2.A. Perfecting And Approval Of Agenda

Documents:

[04.06.20 - 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 Committee

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 AGENDA AND SUPPORTING DOCUMENTS.PDF](#)

5.D. Report From Planning Committee

5.D.1. Report From The Planning Committee

Documents:

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

6. Ordinances

6.A. Ordinances

Documents:

[ORD NO. 1483 - ORD AMENDING ANIMAL PROTECTION AND CONTROL.PDF](#)

7. Inquiries

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
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TENTATIVE AGENDA

1) **Call to Order:**

2) **Perfecting and Approval of Agenda:**

3) **Consent Agenda:**

1. Previous minutes as drafted from the Monday, March 16, 2020 Regular Session.
2. Previous minutes as drafted from the Friday, April 3, 2020 Special Session.
3. Approve Liquor License renewals:
 1. Hy-Vee, Inc., 320 West St S.
 2. Walmart, Inc., 415 Industrial Ave.
 3. Westside Family Dining, 229 6th Ave W
4. Accept Retirement of Police Chief, Dennis Reilly, effective December 31, 2020.
5. Approve ROW work for Windstream for West Street & I-80
6. Approve ROW work for Windstream for West Street – Pinder Avenue to Ogan Avenue.

7. Approve ROW work for Windstream for Ogan Avenue.
8. Approve ROW work for Grinnell Friends Church for West Street.
9. Approve city claims and payroll claims from March 3, 2020 through and including April 6, 2020 in the amount of \$5,644,380.56.
10. 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) Finance Committee minutes: March 16, 2020.
- b) Public Works & Grounds Committee minutes: March 16, 2020.
- c) Planning Committee minutes: March 16, 2020.
- d) Library Board minutes: February 26, 2020.
- e) Civil Service minutes: April 1, 2020.
- f) March 2020 Monthly Police Report.
- g) 2020 Arbor Day Proclamation
- h) Trees from Planters to be Sold on GovDeals.
- i) February 2020 Central Park Campaign Report.
- j) February 2020 Skatepark Campaign Report.
- k) February 2020 Veterans Memorial Building Campaign Report.

5) Committee Business:

A. Report from the Finance Committee

1. Consider resolution proposing to lease real property and scheduling public hearing on said proposal (Grinnell Housing Authority – three-year lease) (See Resolution No. 2020-36).
2. Review recommendation from the Grinnell Historic Preservation Commission regarding 915 Main Street.
3. Consider resolution approving support of Community Catalyst Building Remediation Grant for 915 Main Street (See Resolution No. 2020-37).
4. Consider resolution authorizing payment in the amount of \$27,256.28 for improvements by Daralee, LLC to 629 West Street S in accordance with development agreement (Resolution No. 2020-38).
5. Consider resolution authorizing payment in the amount of \$3,719.35, for improvements by AJP Enterprises, LLC to 923 Main Street in accordance with development agreement (Resolution No. 2020-39).
6. Consider resolution authorizing payment in the amount of \$154,453.43 for improvements by Key Cooperative to 1128 Pinder Avenue in accordance with development agreement (Resolution No. 2020-40).
7. Consider resolution authorizing payment in the amount of \$136,200.92 for improvements by Grinnell Center LLC to 925 Park Street in accordance with development agreement (Resolution No. 2020-41).
8. Consider resolution authorizing payment in the amount of \$40,197.00 for improvements by Casey's Marketing Company to 635 Lang Creek Ave Street in accordance with development agreement (Resolution No. 2020-42).

9. Consider resolution authorizing the lump sum payment in the amount of \$30,000 for improvements made by SEAJAE Properties LLC a/k/a Hometown Heroes Sports Grill LLC in accordance with development agreement (Resolution No. 2020-43).
10. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-44).
11. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-45).
12. Consider resolution for transfers of funds per budget (See Resolution No. 2020-46).
13. Discuss dumpster charges for portions of a month.
14. Discuss city utility account payment policy during COVID-19 event.
15. Consider designating funds to assist small businesses with their city utility bills during COVID-19 event.
16. Discuss possible impacts of COVID-19 event on FY 19-20 and FY 20-21 budget.
17. Consider special Campbell Fund request from the Grinnell Food Coalition.

B. Report from the Public Works and Grounds Committee

1. Consider resolution accepting bids and authorizing the award of contract for the 16th Avenue Culvert Replacement project (See Resolution No. 2020-47).
2. Consider resolution authorizing payment of contractor's pay request No. 25 in the amount of \$174,266.87 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-48).
3. Consider resolution authorizing payment of contractor's pay request No. 26 in the amount of \$119,613.99 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-49).
4. Consider resolution authorizing payment of contractor's pay request No. 14 in the amount of \$2,775.00 for the East Street Reconstruction Project (See Res No. 2020-50).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Main Replacement Project (See Resolution No. 2020-51).
6. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8th Avenue Repair (Park Street to East Street) Project (See Resolution No. 2020-52).
7. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8th Avenue Repair (West Street to Park Street) Project (See Resolution No. 2020-53).
8. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (6th Avenue to south of 9th Avenue) Overlay Project (See Resolution No. 2020-54).
9. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (1st Avenue to RR) Project (See Resolution No. 2020-55).
10. Consider resolution approving professional services agreement with Veenstra & Kimm for the Reed Street (1st Avenue to 6th Avenue) Project (See Resolution No. 2020-56).
11. Consider resolution approving professional services agreement with Veenstra & Kimm for the Sewer Lining and Manhole Rehabilitation Project (See Resolution No. 2020-57).
12. Consider resolution approving professional services agreement with Veenstra & Kimm for the Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) Project (See Resolution No. 2020-58).
13. Consider resolution accepting work on the CBD 2019 Maintenance Project for a total of \$192,340.00 and paying the retainage of \$9,617 (See Resolution No. 2020-59).
14. Discuss delaying park openings until at least May 1st.

C. Report from the Public Safety Committee

1. Consider request from Grinnell College/McGough Construction for closure of 8th Ave from June 1st thru June 16th and Park Street from June 16th thru July 7th for the last phase of landscape work.
2. Consider resolution approving engagement agreement with Ahlers & Cooney, P.C. for the amendment of the contract with Midwest Ambulance (See Resolution No. 2020-60).
3. Authorize staff to submit an application to the Iowa Economic Development Authority Community Development Block Grant to expand capacity to respond to COVID-19 and other emergencies.
4. Discuss on street parking in the downtown.
5. Discuss Emergency Medical Services (EMS) and consider resolution approving agreements with Poweshiek County Townships for EMS (See Resolution No. 2020-61).

D. Report from the Planning Committee.

1. Consider resolution accepting bids and authorizing the award of contract for the demolition of the structure at 1217 5th Avenue (See Resolution No. 2020-62).
2. Discuss amending/expanding the Central Urban Revitalization Area.

6) **Ordinance** (third and final reading)

- a) Ordinance No. 1483 – An ordinance amending provisions pertaining to Animal Protection and Control.

7) **Inquiries:**

8) **Adjourn**



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, MARCH 16, 2020 AT 7:00 P.M.
IN THE COUNCIL CHAMBERS

MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with the following council members in attendance: White, Bly, Davis, Hueftle-Worley, Gaard. Absent: Wray.

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

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

1. Previous minutes as drafted from the Monday, March 2, 2020 Regular Session.
2. Previous minutes as drafted from the Thursday, March 5, 2020 Special Session.
3. Approve Mayor and Council reappointments:
 1. Veterans Memorial Commission
 - 1) Randy Hotchkin
 - 2) Gwen Rieck
4. Accept resignation of Shawn Walters from the Parks & Recreation Board.
5. Review Campbell Fund requests

AYES: 5-0. Motion carried.

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

- a) Finance Committee minutes: March 2, 2020.
- b) Public Works & Grounds Committee minutes: March 2, 2020.
- c) Public Safety Committee minutes: March 2, 2020.
- d) Planning Committee minutes: March 2, 2020.
- e) Parks & Recreation Board minutes: March 9, 2020.
- f) February 2020 Monthly Treasurer's Report.
- g) February 2020 Monthly Police Report.
- h) February 2020 Monthly Building Permit Report.

The Mayor announced it was the time and place for the public hearing on adopting proposed FY 2021 Budget. He asked for any comments written or verbal, for or against adopting the budget. There were none.

Hueftle-Worley made the motion, second by White to close the public hearing. AYES: 5-0. Motion carried.

The Mayor announced it was the time and place for the public hearing on adopting plans and specifications, proposed form of contract and estimate of cost for the construction of the 16th Avenue Culvert Replacement Project. He asked for any comments written or verbal, for or against adopting the budget. There were none.

Hueftle-Worley made the motion, second by White to close the public hearing. AYES: 5-0. Motion carried.

FINANCE COMMITTEE

White made the motion, second by Bly to approve Resolution No. 2020-33 – A resolution adopting FY 2021 budget. AYES: 5-0. Motion carried.

White made the motion, second by Bly to approve recommendation from the Grinnell Historic Preservation Commission regarding 915 Main Street. AYES: 5-0. Motion carried.

White made the motion, second by Bly to approve supporting an application to the Iowa Economic Development Authority Community Catalyst grant program on behalf of 915 Main Street. AYES: 5-0. Motion carried.

PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Gaard to approve Resolution No. 2020-34 - A resolution adopting plans and specifications, proposed form of contract and estimate of cost for the construction of the 16th Avenue Culvert Replacement Project. AYES: 5-0. Motion carried.

PLANNING COMMITTEE

Cheryl Neubert, Historic Preservation Committee, gave a presentation on the Certified Local Government Annual Report.

ORDINANCE

Hueftle-Worley made the motion, second by White to approve the second reading of Ordinance No. 1483 – An ordinance amending provisions pertaining to Animal Protection and Control. AYES: 5-0. Motion carried.

INQUIRIES

There were no inquiries.

ADJOURNMENT

The Mayor declared the meeting adjourned at 7:09 p.m.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



GRINNELL CITY COUNCIL SPECIAL SESSION MEETING
FRIDAY, APRIL 3, 2020 at 2:00 P.M.
IN THE COUNCIL CHAMBERS AND ZOOM

MINUTES

Mayor Agnew called the meeting to order at 2:00 p.m. with all council members in attendance via Zoom.

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

Wray made the motion, second by White to approve Resolution No. 2020-35 - A resolution setting public hearing for Proposed Maximum Property Tax Levy. AYES: 6-0. Motion carried.

Mayor Agnew stated that all meetings will be held electronically going forward.

The Mayor declared the meeting adjourned at 2:05 p.m.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

Applicant License Application (LE0000590)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Food Store</u>		
Address of Premises: <u>320 West St S</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>5011200</u>
Business	<u>(641) 236-6584</u>	
Mailing	<u>5820 Westown Pkwy</u>	
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Kelly Palmer</u>	
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 04/21/2020

Expiration Date: 04/20/2021

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Stephen Meyer

First Name: Stephen **Last Name:** Meyer
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Executive VP, Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Randy Edeker

First Name: Randy **Last Name:** Edeker
City: Urbandale **State:** Iowa **Zip:** 50322
Position: CEO, President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Michael Skokan

First Name: Michael **Last Name:** Skokan

Applicant License Application (LE0001295)

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter #647</u>		
Address of Premises: <u>415 Industrial Ave</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>50112</u>
Business <u>(641) 236-4999</u>		
Mailing <u>508 SW 8th St</u>		
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>727160500</u>

Contact Person

Name <u>Cynthia Montero</u>		
Phone: <u>(479) 277-4656</u>	Email	<u>cynthia.montero@walmart.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 04/17/2019

Expiration Date: 04/16/2020

Privileges:

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>		
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Doug McMillon

First Name: Doug **Last Name:** McMillon
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: President & CEO
% of Ownership: 0.00% **U.S. Citizen:** Yes

Andrea Marie Lazenby

First Name: Andrea Marie **Last Name:** Lazenby
City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Cynthia Moehring

First Name: Cynthia **Last Name:** Moehring

City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Sr. VP & Chief Compliance
% of Ownership: 0.00% **U.S. Citizen:** Yes

Matthew Allen

First Name: Matthew **Last Name:** Allen
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Assistant Treasurer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Fidelity & Deposit Company of Maryland</u>	
Policy Effective Date: <u>04/17/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LC0036767)

Name of Applicant: <u>West Side Family Dining Inc</u>		
Name of Business (DBA): <u>West Side Family Restaurant</u>		
Address of Premises: <u>229 6th Ave W</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>50112</u>
Business	<u>(641) 236-5939</u>	
Mailing	<u>229 6th Ave W</u>	
City <u>Grinnell</u>	State <u>IA</u>	Zip: <u>50112</u>

Contact Person

Name <u>Matthew Blankenfeld</u>
Phone: <u>(641) 236-5939</u> Email <u>grinnellwestside@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/19/2019

Expiration Date: 04/18/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>
Corporate ID Number: <u>XXXXXXXXXX</u> Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Bruce Blankenfeld

First Name: Bruce **Last Name:** Blankenfeld
City: Grinnell **State:** Iowa **Zip:** 50112
Position: treasurer
% of Ownership: 45.00% **U.S. Citizen:** Yes

Laura Blankenfeld

First Name: Laura **Last Name:** Blankenfeld
City: Grinnell **State:** Iowa **Zip:** 50112
Position: vice president
% of Ownership: 45.00% **U.S. Citizen:** Yes

Matther Blankenfeld

First Name: Matther **Last Name:** Blankenfeld
City: Grinnell **State:** Iowa **Zip:** 50112
Position: President

% of Ownership: 10.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>		
Policy Effective Date:	<u>04/19/2019</u>	Policy Expiration	<u>04/18/2020</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	



City of Grinnell

...Jewel of the Prairie

Police Department
1020 Spring Street
Grinnell, IA 50112

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

April 2, 2020

Mr. Russell Behrens
520 4th Avenue
Grinnell, IA 50112

Re: Retirement

Dear Russ,

As previously discussed, it is my intention to retire from law enforcement at the end of 2020. While I have not yet filed any paperwork with the Municipal Fire and Police Retirement System of Iowa (MFPRSI), it would be my intention to retire effective January 1, 2021. This will bring to a close over thirty-three years in law enforcement, with the last ten serving as a Chief. To say that my career has been rewarding would be an understatement. I have had the extreme honor and privilege of serving with dedicated professionals, in tremendous communities, such as Grinnell.

I am sharing this information to you now in the hopes that it provide ample time for the city to conduct a competitive search for my replacement. I have no doubt that the city will identify, and hire, a law enforcement professional who will continue to move the department in a positive direction, working collaboratively with the city and community.

I want to thank you for the opportunity to serve such a fabulous community for almost nine years. While my roots may be in New Jersey, Grinnell will always be a home for my family and I. I will always cherish my time serving Grinnell.

If you should require any further information, I will certainly make myself available.

Respectfully,

Dennis M. Reilly
Chief of Police

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

FOR DEPARTMENT USE ONLY

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

APPLICANT (INDIVIDUAL OR COMPANY)

First Name	Middle Initial	Last Name	Phone Number	Ext.
Company Name Windstream Iowa Communications, LLC			Phone Number 501-748-9471	Ext.
Street Address 4001 N. Rodney Parham Road, B3F3 #3310B		City/Town Little Rock	State AR	ZIP Code 72212
e-Mail Address deanna.phillips@windstream.com		Secondary e-Mail Address jason.hedlund@windstream.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:
 Move the existing fiber along Hwy 146 on the West side for bridge work. Place new 25 pair copper across Hwy 146 and south to feed Casey's and Brownells. Cap and clear the 300 pair and the 100 pair copper going south along both sides of Hwy 146. Double check with DOT about 12 fiber running along 40th St but I believe we should be ok here.

OSP-17640 / JobTrac #713392376

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 , Twp. 80N ,
 Range 16W on Highway No. 146 generally located 3.21 (miles) South
 (direction) from Grinnell (city, county line, or other landmark). Work proposed is more
 specifically located as being from 182.62 (Milepost #) and 106+96 (Highway Station)
 to 18.67 (Milepost #) and 5094+20 (Highway Station) on the _____ side of highway.

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

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

A. General

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

B. Construction and Maintenance

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

C. Liability

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

D. Notification

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

E. Buy America

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

Permit Number: _____

FOR DEPARTMENT USE ONLY

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

Applicant Signature and Agreement

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

Name of Agent (<i>Print or Type</i>) Deanna L. Phillips	Agent/Owner (<i>Signature</i>) <i>Deanna L. Phillips</i>	Title Analyst I - Engineering Support
Name of Owner (<i>Print or Type</i>) Windstream Iowa Communications, LLC		Date 03/24/2020
e-Mail Address deanna.phillips@windstream.com		

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

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

Recommend Approval Do Not Recommend Approval None Required

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

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

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

Recommend Approval Do Not Recommend Approval None Required

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

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

Recommend Approval Do Not Recommend Approval None Required

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

DEPARTMENT OF TRANSPORTATION FINAL ACTION

Application Approved Application Denied Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

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

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

Permit Number: _____

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
- 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)

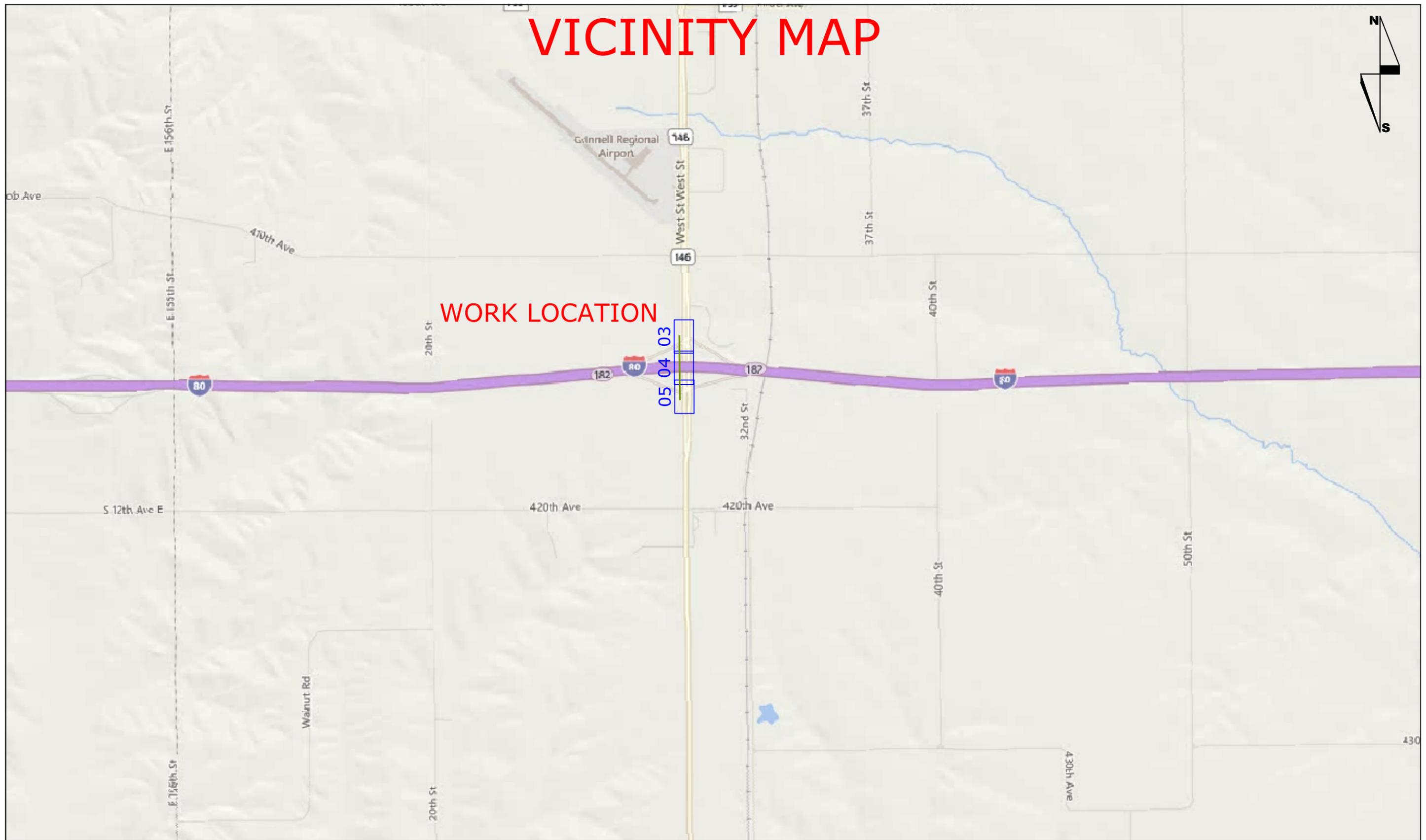
ALL ITEMS MUST BE LEGIBLE FOR REVIEW AND FOR RESCANNING PURPOSES

VICINITY MAP



WORK LOCATION

05 04 03



I-80 & HWY-146
POWERSHIEK COUNTY, GRINNELL, IA
IADOT PERMIT REQUIRED
SCALE: NTS



ENGINEER: WINDSTREAM
CHRIS COOK
FIELD ENGINEER: PEARCE SERVICES
JUNIOR GROTRIAN &
JEROLD SLAGEL
DRAWN BY: PEARCE SERVICES
DANE RICH

PROJECT NUMBER: 713392376
EXCHANGE: GRNLIA
PROJECT TITLE: RM GRNLIA I80/HWY 146
IDOT PROJECT
SHEET: LOCATION REV: DATE: 03/23/20



WORK ORDER UNIT SUMMARY

EXCHANGE NAME:								W.O. #	713392376
W.O. TITLE:									
	SHEET # 03	SHEET # 04	SHEET # 05	SHEET #	SHEET #	SHEET #	SHEET #	TOTAL	
UNIT CODE:	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY	EST. QUANTITY		
WBD	2							2	
BM2C	2		1					3	
WHC1(B)	100							100	
WHO1(B)	48		48					96	
HOMW(B)	148		48					196	
BFCR100x24	20							20	
BFO96I	1580							1580	
BM60(1)(1.25)PF>100	1380							1380	

I-80 & HWY-146

POWERSHIEK COUNTY, GRINNELL, IA
IADOT PERMIT REQUIRED

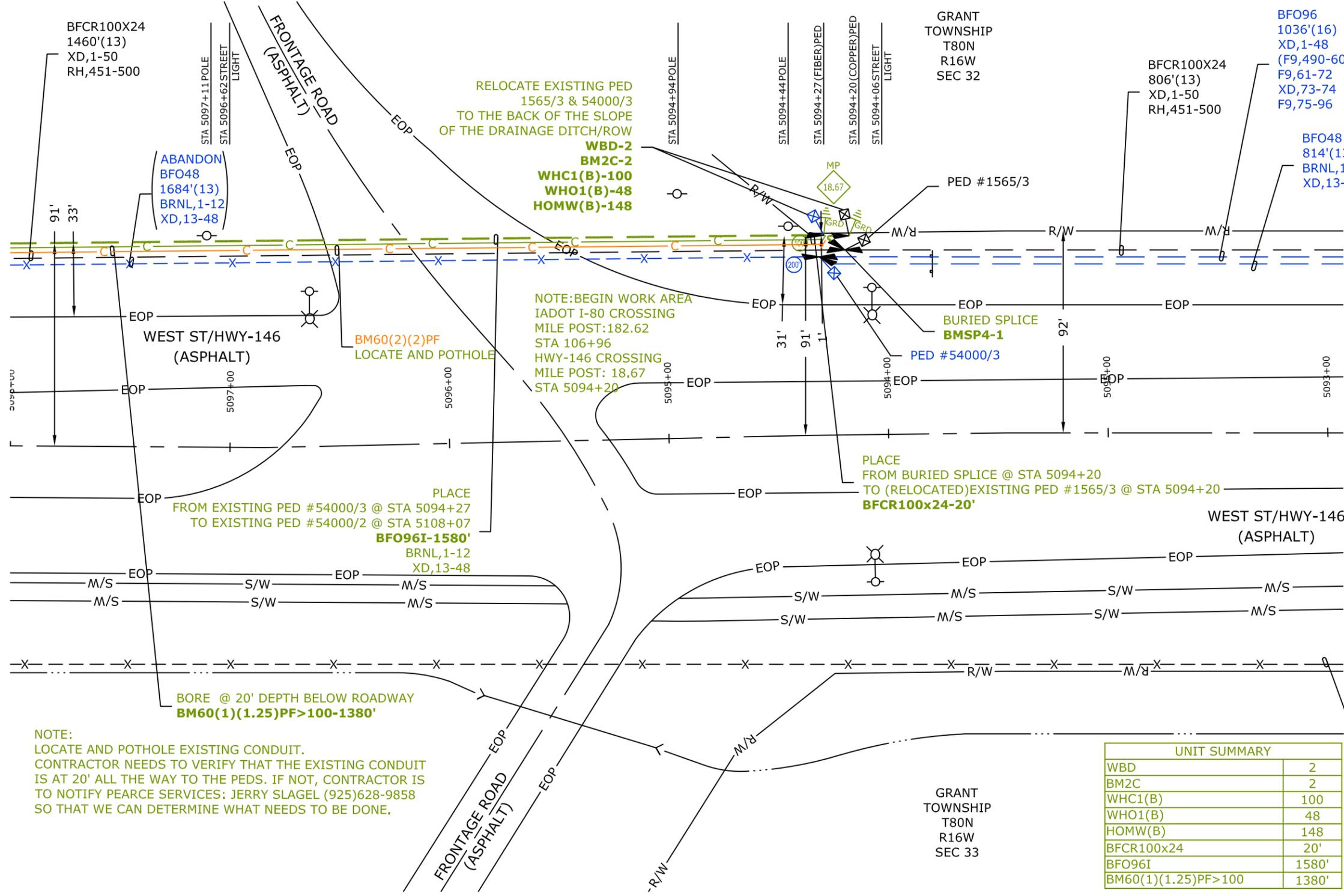
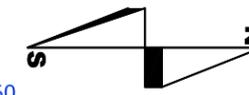
SCALE: 1"=50'



ENGINEER: WINDSTREAM
CHRIS COOK
FIELD ENGINEER: PEARCE SERVICES
JUNIOR GROTRIAN &
JEROLD SLAGEL
DRAWN BY: PEARCE SERVICES
DANE RICH

PROJECT NUMBER: 713392376
EXCHANGE: GRNLIA
PROJECT TITLE: RM GRNLIA I80/HWY 146
IDOT PROJECT
SHEET: 02 OF 05 REV: DATE: 03/23/20





RELOCATE EXISTING PED
1565/3 & 54000/3
TO THE BACK OF THE SLOPE
OF THE DRAINAGE DITCH/ROW

WBD-2
BM2C-2
WHC1(B)-100
WHO1(B)-48
HOMW(B)-148

NOTE: BEGIN WORK AREA
IADOT I-80 CROSSING
MILE POST: 182.62
STA 106+96
HWY-146 CROSSING
MILE POST: 18.67
STA 5094+20

PLACE
FROM EXISTING PED #54000/3 @ STA 5094+27
TO EXISTING PED #54000/2 @ STA 5108+07

BFO96I-1580'
BRNL,1-12
XD,13-48

BORE @ 20' DEPTH BELOW ROADWAY
BM60(1)(1.25)PF>100-1380'

NOTE:
LOCATE AND POTHOLE EXISTING CONDUIT.
CONTRACTOR NEEDS TO VERIFY THAT THE EXISTING CONDUIT
IS AT 20' ALL THE WAY TO THE PEDS. IF NOT, CONTRACTOR IS
TO NOTIFY PEARCE SERVICES; JERRY SLAGEL (925)628-9858
SO THAT WE CAN DETERMINE WHAT NEEDS TO BE DONE.

PLACE
FROM BURIED SPLICE @ STA 5094+20
TO (RELOCATED) EXISTING PED #1565/3 @ STA 5094+20

BFCR100x24-20'

UNIT SUMMARY	
WBD	2
BM2C	2
WHC1(B)	100
WHO1(B)	48
HOMW(B)	148
BFCR100x24	20'
BFO96I	1580'
BM60(1)(1.25)PF>100	1380'

(ABANDON
AE300x24
992'(73)
6A,601-688
XD,69
6A,670
XD,71-125
6A,726-750
XD,151-300)

TO SHEET 04

I-80 & HWY-146

POWERSHIEK COUNTY, GRINNELL, IA
IADOT PERMIT REQUIRED

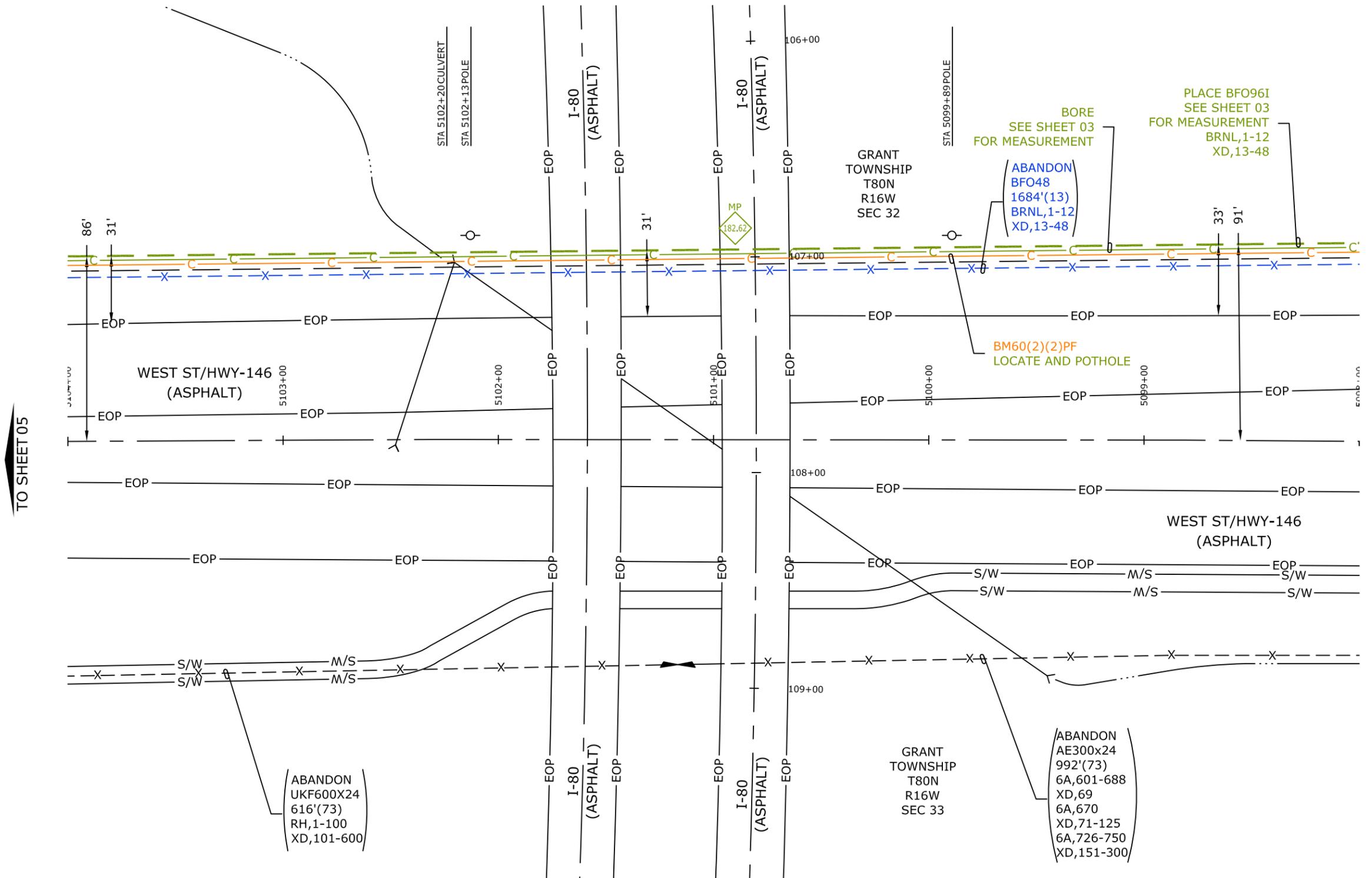
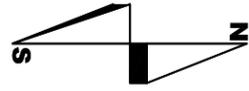
SCALE: 1"=50'



ENGINEER: WINDSTREAM
CHRIS COOK
FIELD ENGINEER: PEARCE SERVICES
JUNIOR GROTRIAN &
JEROLD SLAGEL
DRAWN BY: PEARCE SERVICES
DANE RICH

PROJECT NUMBER: 713392376
EXCHANGE: GRNLIA
PROJECT TITLE: RM GRNLIA I80/HWY 146
IDOT PROJECT
SHEET: 03 OF 05 REV: DATE: 03/23/20





TO SHEET 05

TO SHEET 03

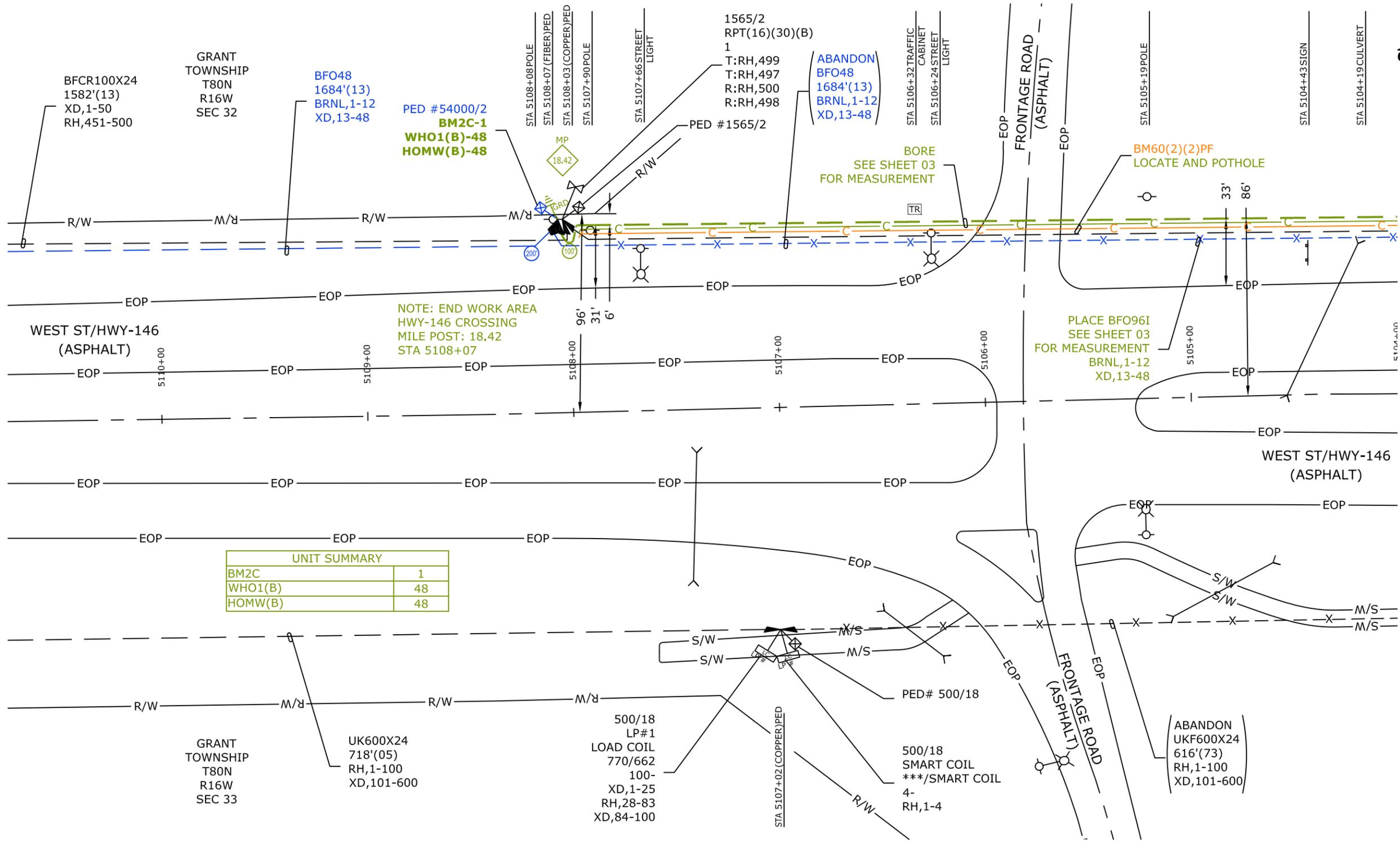
I-80 & HWY-146
 POWERSHIEK COUNTY, GRINNELL, IA
 IADOT PERMIT REQUIRED
 SCALE: 1"=50'



ENGINEER: WINDSTREAM
 CHRIS COOK
 FIELD ENGINEER: PEARCE SERVICES
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PROJECT NUMBER: 713392376
 EXCHANGE: GRNLIA
 PROJECT TITLE: RM GRNLIA I80/HWY 146
 IDOT PROJECT
 SHEET: 04 OF 05 REV: DATE: 03/23/20





UNIT SUMMARY	
BM2C	1
WHO1(B)	48
HOMW(B)	48

I-80 & HWY-146

POWERSHIEK COUNTY, GRINNELL, IA
IADOT PERMIT REQUIRED

SCALE: 1"=50'



ENGINEER: WINDSTREAM
CHRIS COOK
FIELD ENGINEER: PEARCE SERVICES
JUNIOR GROTRIAN &
JEROLD SLAGEL
DRAWN BY: PEARCE SERVICES
DANE RICH

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EXCHANGE: GRNLIA
PROJECT TITLE: RM GRNLIA I80/HWY 146
IDOT PROJECT

SHEET: 05 OF 05 REV: DATE: 03/23/20



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

FOR DEPARTMENT USE ONLY

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

APPLICANT (INDIVIDUAL OR COMPANY)

First Name	Middle Initial	Last Name	Phone Number	Ext.
Company Name Windstream Iowa Communications, LLC			Phone Number 501-748-9471	Ext.
Street Address 4001 N. Rodney Parham Road, B3F3 #3310B		City/Town Little Rock	State AR	ZIP Code 72212
e-Mail Address deanna.phillips@windstream.com		Secondary e-Mail Address jason.hedlund@windstream.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:
Propose to place 256' of New BFO 48 fiber Cable on proposed new conduit 1.25" from PED to PED. Also Propose to place 201' of new BFO 48 fiber cable on proposed new conduit 1.25" From PED to PED.

OSP-18700 / JobTrac #71339242000000

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 S21 , Twp. T80N , Range R16W on Highway No. 146 generally located 1.85 (miles) SOUTH (direction) from US-6 & IA-146 intersection (city, county line, or other landmark). Work proposed is more specifically located as being from 20.12 (Milepost #) and 766+60 (Highway Station) to 20.48 (Milepost #) and 786+00 (Highway Station) on the East side of highway.

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

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

A. General

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

B. Construction and Maintenance

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

C. Liability

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

D. Notification

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

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

Permit Number: _____

FOR DEPARTMENT USE ONLY

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

Applicant Signature and Agreement

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

Name of Agent (<i>Print or Type</i>) Deanna L. Phillips	Agent/Owner (<i>Signature</i>) <i>Deanna L. Phillips</i>	Title Analyst I - Engineering Support
Name of Owner (<i>Print or Type</i>) Windstream Iowa Communications, LLC		Date 03/31/2020
e-Mail Address deanna.phillips@windstream.com		

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

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

Recommend Approval Do Not Recommend Approval None Required

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

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

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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

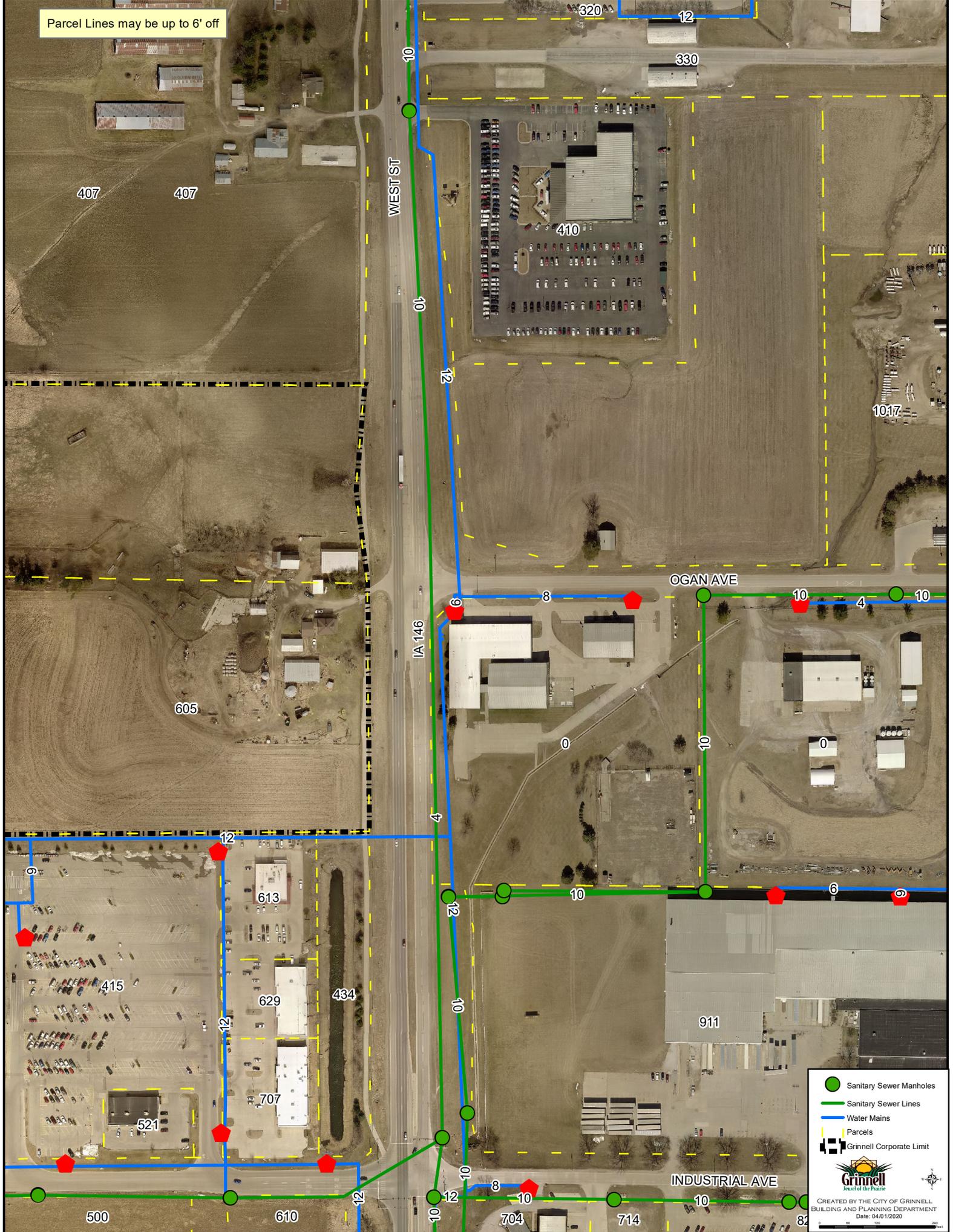
- Plans showing IADOT Highway Centerline, Highway Number, DOT Stationing and Milepost are required.
- Visible orientation (North Arrow) and identifying landmarks are required.
- Clearly identify Right Of Way (ROW) line with horizontal distance from highway centerline shown, including all breakpoints 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>
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- 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.
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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
- 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

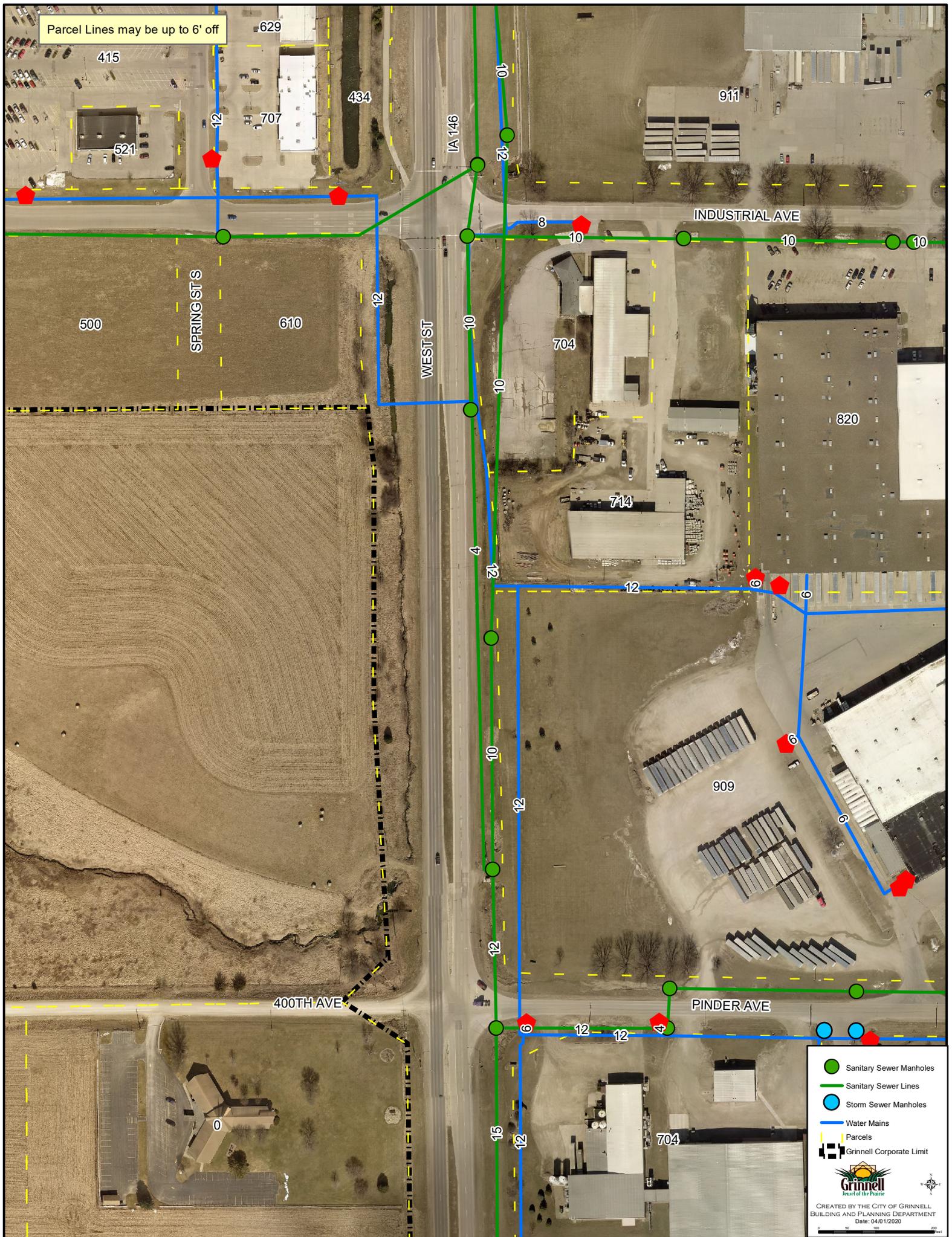
Parcel Lines may be up to 6' off



- Sanitary Sewer Manholes
- Sanitary Sewer Lines
- Water Mains
- Parcels
- Grinnell Corporate Limit

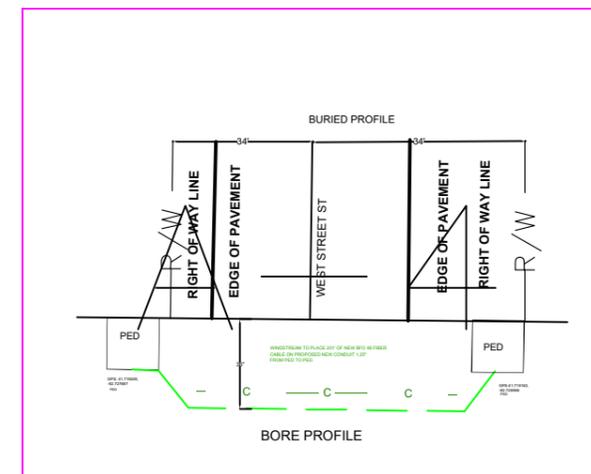
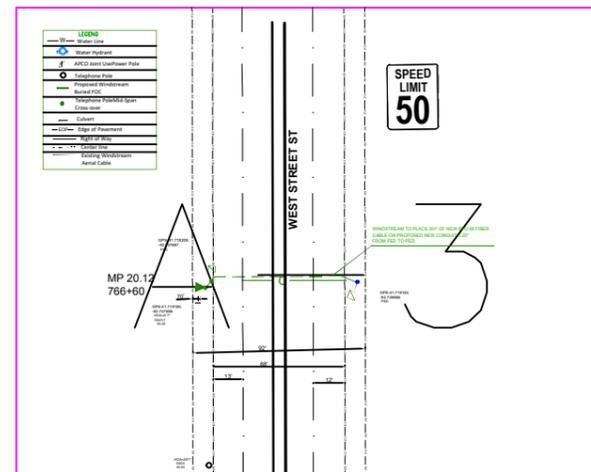
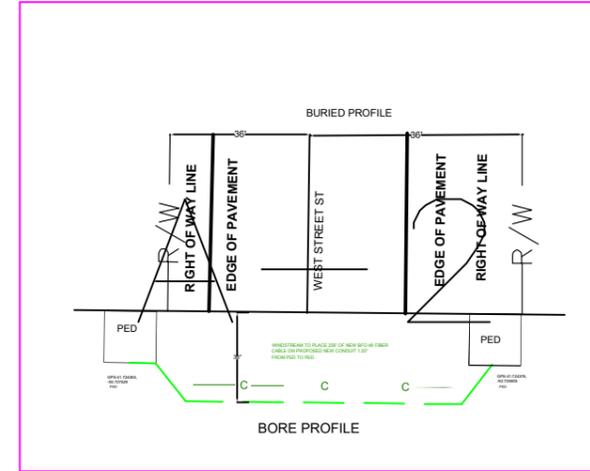
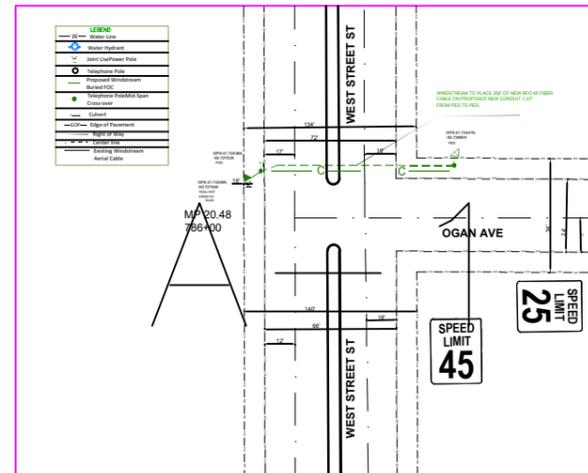
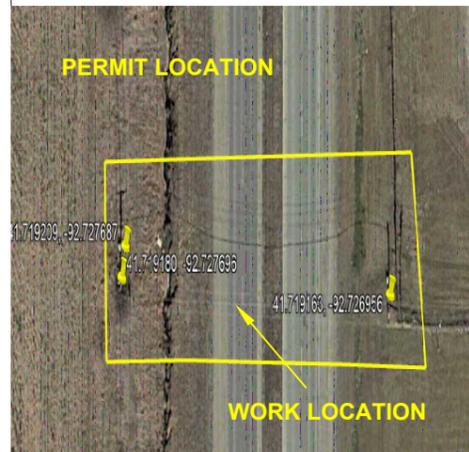
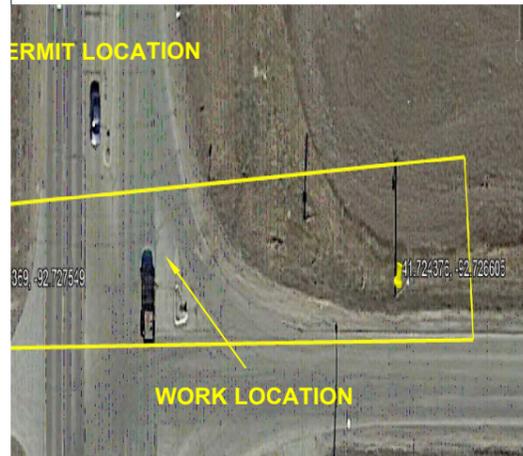
CREATED BY THE CITY OF GRINNELL
BUILDING AND PLANNING DEPARTMENT
Date: 04/01/2020

Parcel Lines may be up to 6' off



- Sanitary Sewer Manholes
- Sanitary Sewer Lines
- Storm Sewer Manholes
- Water Mains
- ▭ Parcels
- ▭ Grinnell Corporate Limit

CREATED BY THE CITY OF GRINNELL
BUILDING AND PLANNING DEPARTMENT
Date: 04/01/2020



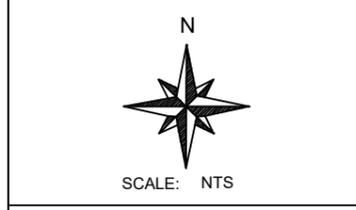
LEGEND

- # MDU MULTI DWELLING UNIT
- # BUSINESS
- EXISTING POLES
- EXISTING COPPER
- CABLE EXISTING TERMINAL
- SPLICE CASE W/ SPLITTER
- FOSC
- SPLICE ARROW
- FDC FIBER DISTRIBUTION CABINET
- PROPOSED AERIAL FIBER
- PROPOSED BURIED FIBER
- EXISTING AERIAL FIBER
- EXISTING BURIED FIBER
- CONDUIT
- AERIAL TERMINAL
- BURIED TERMINAL
- NEW DROP
- PROPOSED AERIAL MST FIBER
- PROPOSED BURIED MST FIBER

DATE CREATED: 3/13/2020

DATE REVISED:

DRAWN BY: CAMERON BALDWIN



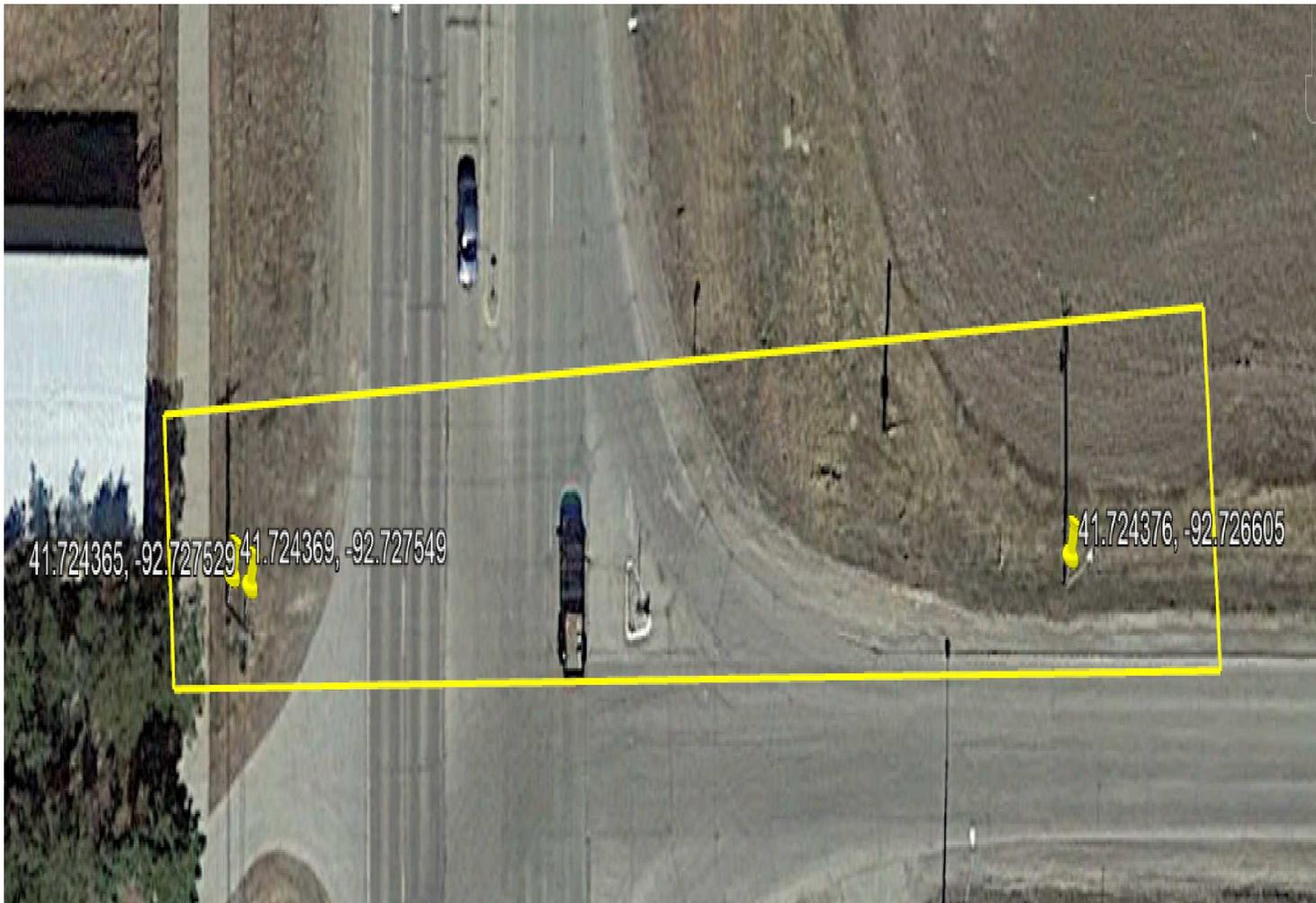
COMPANY: WINDSTREAM

SYSTEM: GRINNEL, IA

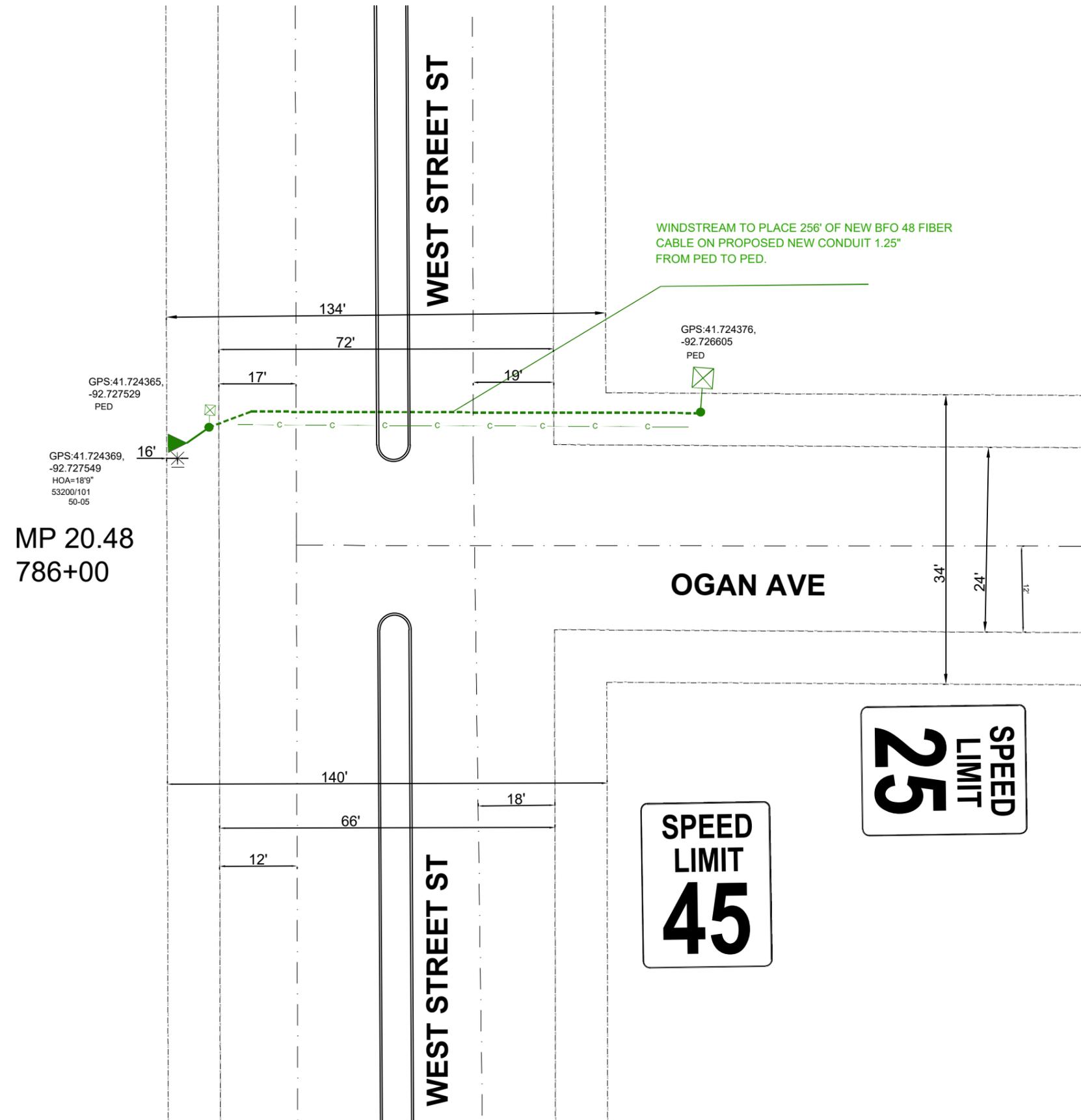
PROJECT NUMBER: 713392420

DESCRIPTION:
VERTEX_6147_DOT_PERMIT

MAP:
MAP
CYIENT INC



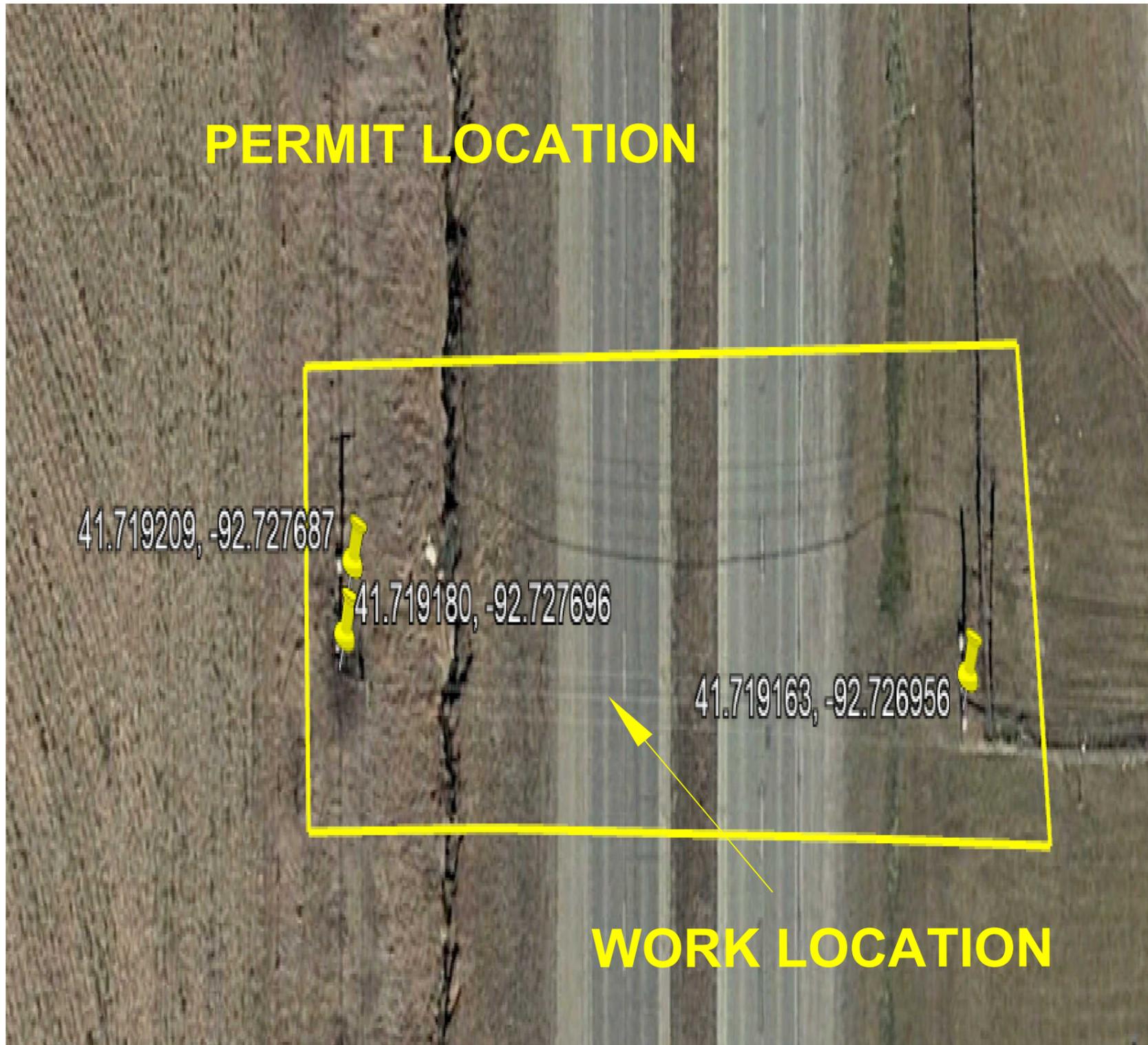
LEGEND	
— W —	Water Line
	Water Hydrant
	Joint Use Power Pole
	Telephone Pole
	Proposed Windstream Buried FOC
	Telephone Pole Mid-Span Cross-over
	Culvert
— EOP —	Edge of Pavement
- - - - -	Right of Way
- · - · - · -	Center line
	Existing Windstream Aerial Cable



MP 20.48
786+00

DATE CREATED:	3/13/2020
DATE REVISED:	
DRAWN BY:	CAMERON BALDWIN
COMPANY:	WINDSTREAM
SYSTEM:	GRINNEL, IA
PROJECT NUMBER:	713392420
DESCRIPTION:	VERTEX_6147_DOT_PERMIT
MAP:	A-1
CYIENT INC	

PERMIT LOCATION



WORK LOCATION

DATE CREATED: 3/13/2020

DATE REVISED:

DRAWN BY: CAMERON BALDWIN



COMPANY: WINDSTREAM

SYSTEM: GRINNEL, IA

PROJECT NUMBER: 713392420

DESCRIPTION:
VERTEX_6147_DOT_PERMIT

MAP: MAP2

CYIENT INC

LEGEND	
— W —	Water Line
	Water Hydrant
	APCO Joint Use Power Pole
	Telephone Pole
	Proposed Windstream Buried FOC
	Telephone Pole Mid-Span Cross-over
	Culvert
— EOP —	Edge of Pavement
- - - - -	Right of Way
- · - · - · -	Center line
	Existing Windstream Aerial Cable

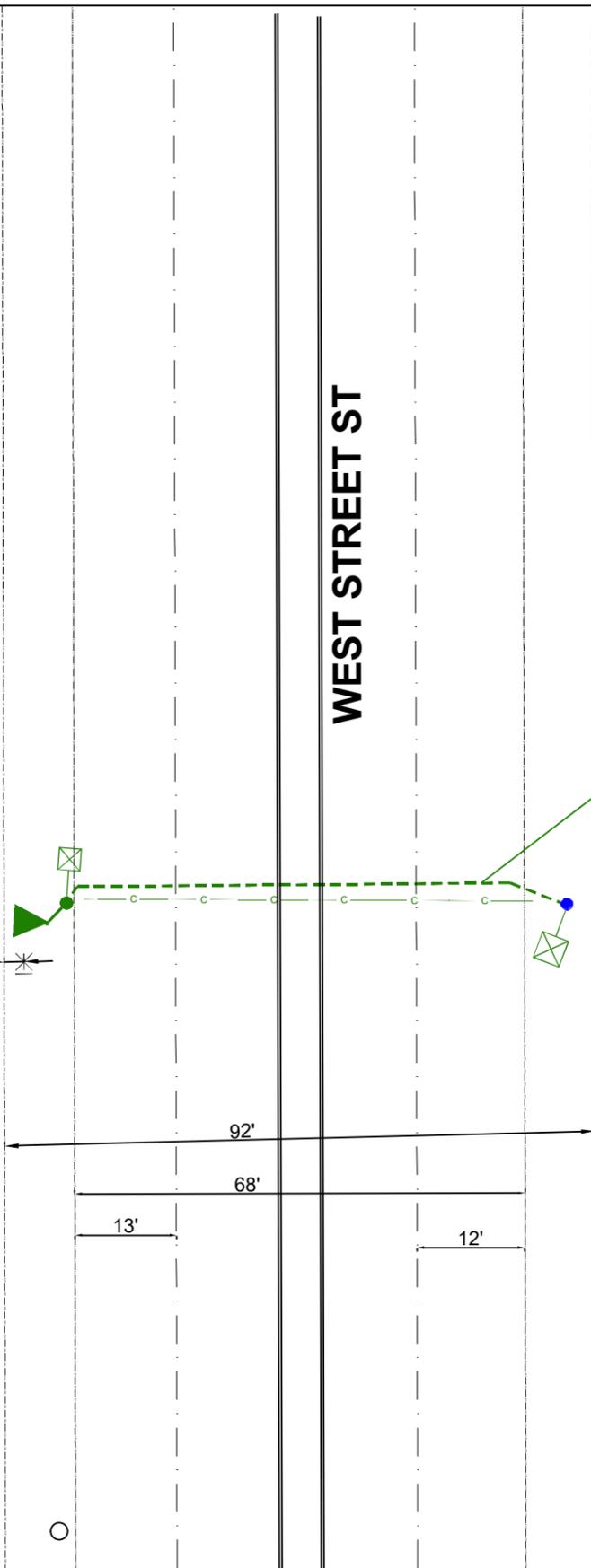
MP 20.12
766+60

GPS: 41.719209,
-92.727687
PED

GPS: 41.719180,
-92.727696
HOA=21'7"
500/3.7
50-05

70'

HOA=26'11"
500/4
40-04



WINDSTREAM TO PLACE 201' OF NEW BFO 48 FIBER CABLE ON PROPOSED NEW CONDUIT 1.25" FROM PED TO PED.

GPS: 41.719163,
-92.726956
PED

92'

68'

13'

12'

DATE CREATED: 3/13/2020

DATE REVISED:

DRAWN BY: CAMERON BALDWIN



COMPANY: WINDSTREAM

SYSTEM: GRINNEL, IA

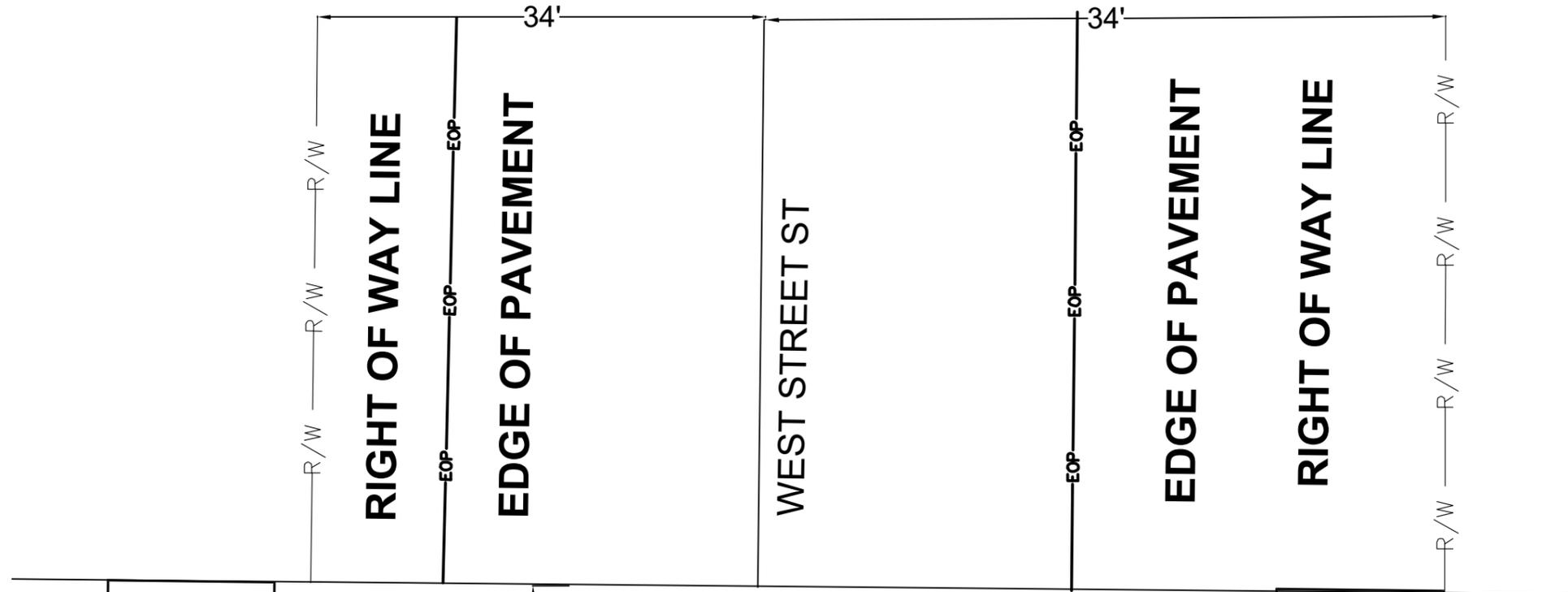
PROJECT NUMBER: 713392420

DESCRIPTION:
VERTEX_6147_DOT_PERMIT

MAP: B-1

CYIENT INC

BURIED PROFILE



BORE PROFILE

WINDSTREAM TO PLACE 201' OF NEW BFO 48 FIBER CABLE ON PROPOSED NEW CONDUIT 1.25" FROM PED TO PED.

DATE CREATED: 3/13/2020

DATE REVISED:

DRAWN BY: CAMERON BALDWIN



COMPANY: WINDSTREAM

SYSTEM: GRINNEL, IA

PROJECT NUMBER: 713392420

DESCRIPTION:
VERTEX_6147_DOT_PERMIT

MAP: PROFILE

CYIENT INC

City of Grinnell

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

OSP-18701 / JobTrac #71339242000000

1. Applicant: Windstream Iowa Communications, LLC 4001 N. Rodney Parham Road, B3F3 #3310B
Name Address
Little Rock, AR 72212 501-748-9471
City, State Zip Telephone
2. Contact Person: Deanna Phillips 4001 N. Rodney Parham Road, B3F3 #3310B
Name Address
Little Rock, AR 72212 501-748-9471
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.

Office Use Only

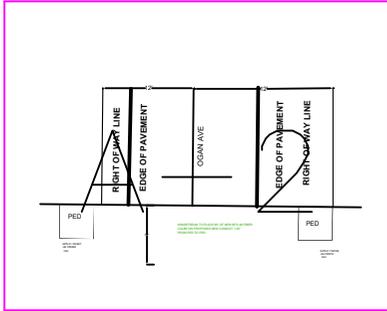
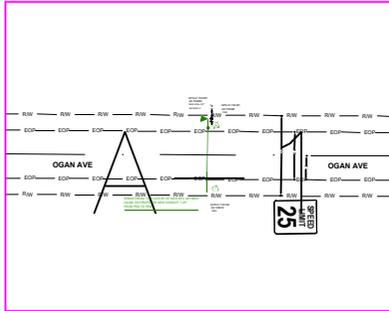
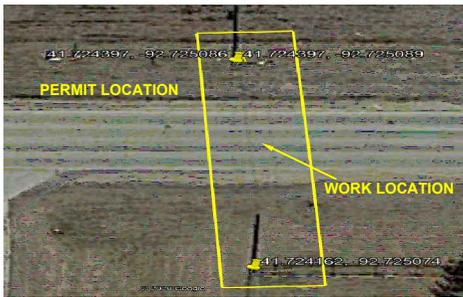
Fees:	Administrative Fee:		<u>\$50.00</u>
	Use Fee:		
	(No Additional Customers) Greater of \$100.00 or:		
	Linear Feet Within C-2: _____	x \$1.00	_____
	Linear Feet Outside C-2: <u>85</u>	x \$0.50	<u>42.50</u>
		Total:	<u>\$ 92.50</u>

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

Date of Acceptance 4/1/2020

Date of Approval _____

Staff TA



DATE CREATED: 3/13/2020
 DATE REVISED:
 DRAWN BY: CAMERON BALDWIN



COMPANY: WINDSTREAM
 SYSTEM: GRINNEL,IA
 PROJECT NUMBER: 713392420
 DESCRIPTION:
 VERTEX_6147_CITY_PERMIT

MAP: PERMIT KEYMAP

CYIENT INC



OGAN AVE

OGAN AVE

GPS:41.724397,
-92.725089
NEW HOA=18'1"
45010/621-1

GPS:41.724397,
-92.725086
PED

14'

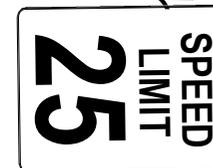
34'

24'

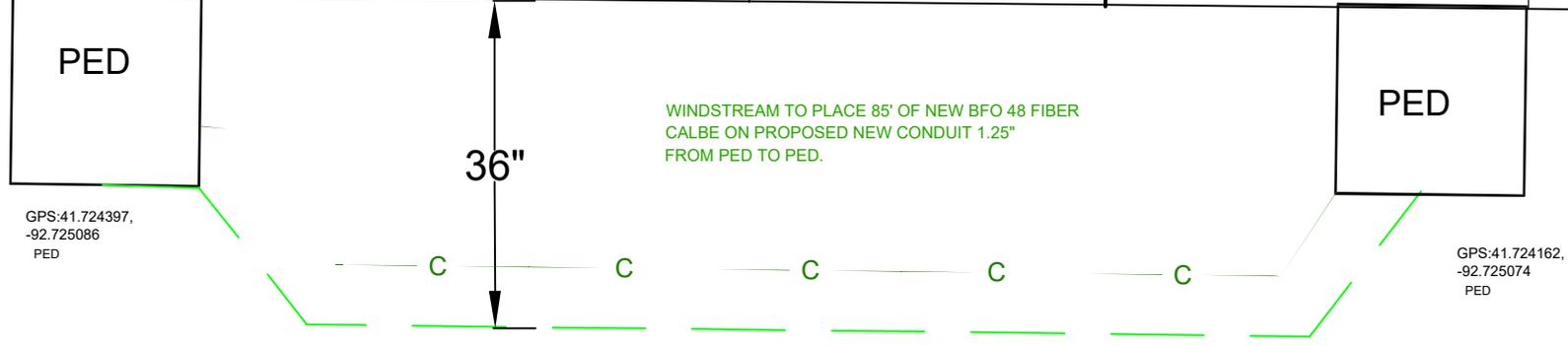
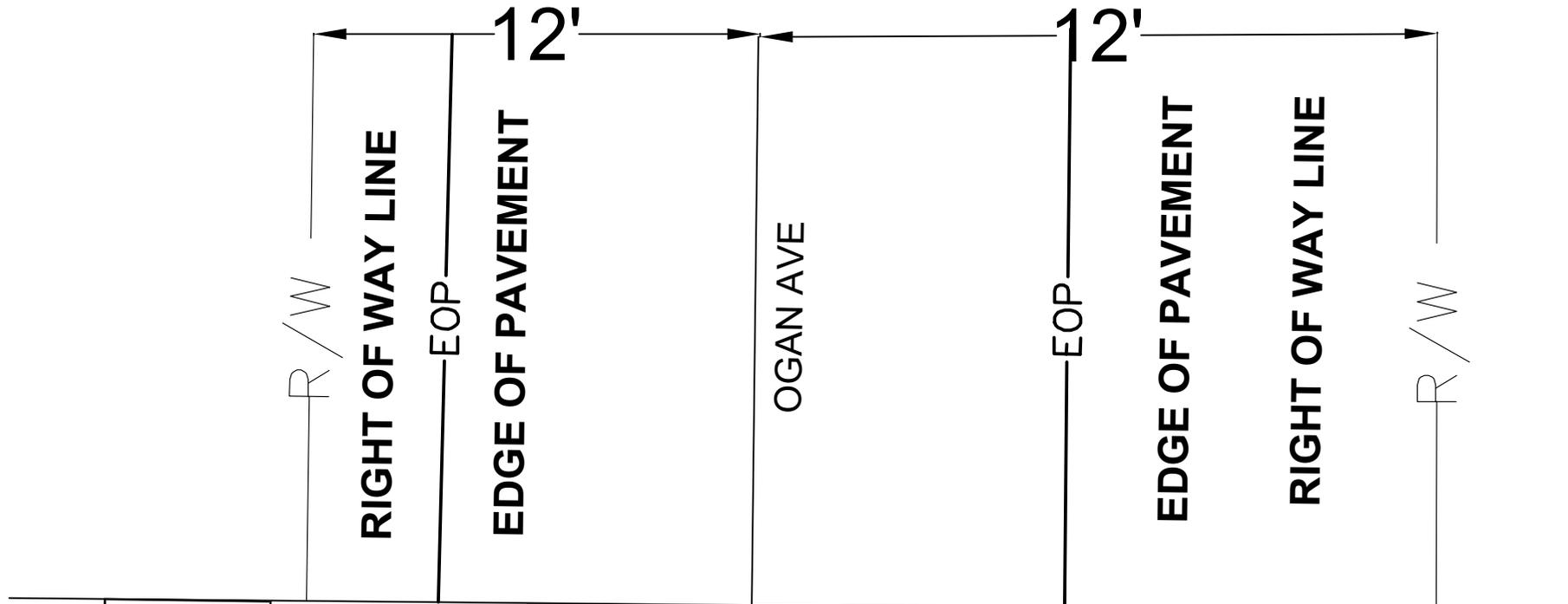
12'

WINDSTREAM TO PLACE 85' OF NEW BFO 48 FIBER
CALBE ON PROPOSED NEW CONDUIT 1.25"
FROM PED TO PED.

GPS:41.724162,
-92.725074
PED



BURIED PROFILE



BORE PROFILE

Parcel Lines may be up to 6' off

LA 146

410

1017

OGAN AVE

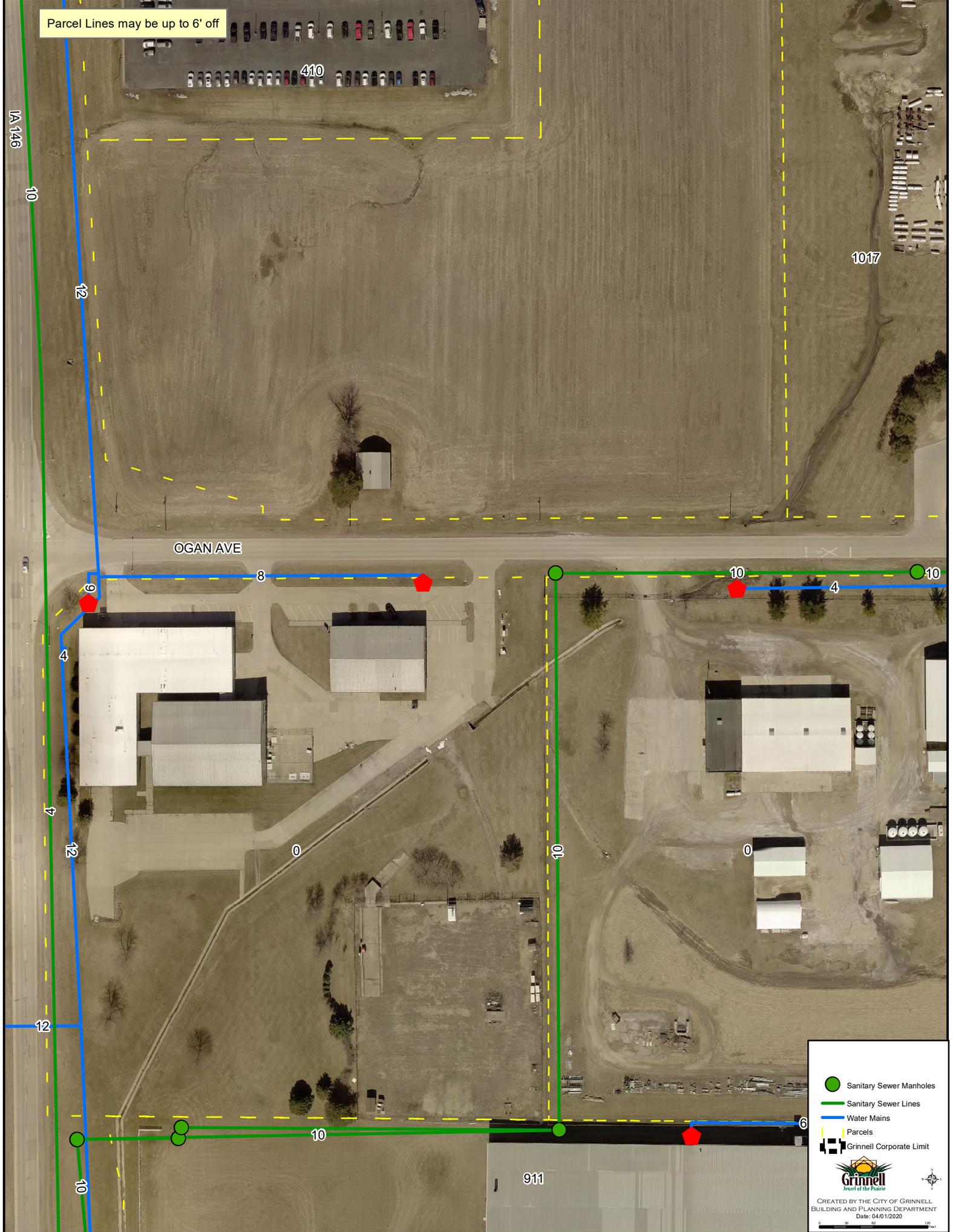
911

-  Sanitary Sewer Manholes
-  Sanitary Sewer Lines
-  Water Mains
-  Parcels
-  Grinnell Corporate Limit



CREATED BY THE CITY OF GRINNELL
BUILDING AND PLANNING DEPARTMENT
Date: 04/01/2020







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

FOR DEPARTMENT USE ONLY

Permit Number 79U-2020-009	Highway Number Hwy 146	County Poweshiek
DOT Project Number F-146-2(6)-20-79	Expiration/Completion Date 3/31/21	

APPLICANT (INDIVIDUAL OR COMPANY)

First Name Richard	Middle B	Last Name Humphrey	Phone Number 641 990-4880	Ext.
Company Name Grinnell Friends Church			Phone Number	Ext.
Street Address 1115 West St South		City/Town Grinnell	State Ia	ZIP Code 50112

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:
Crossing will be south 80' south of the intersection

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.)

WORK SITE LOCATION

The proposed work as described above is located in Section 28, 29, Twp. 80N, Range 16W on Highway No. 146 generally located _____ (miles) (direction) from in the City of Grinnell (city, county line, or other land line). Work proposed is more specifically located as being from 19.6 (Milepost #) and 3061+80 (Highway Station) to _____ (Milepost #) and _____ (Highway Station) on the both side of highway.

Applicant Signature and Agreement

I have read this Agreement, understand its provisions, and agree to abide by it and the utility accommodation policy of the Iowa Department of Transportation

Name of Agent (Print or Type) Richard Humphrey	Agent/Owner (Signature) <i>Richard Humphrey</i>	Title Trustee
Name of Owner (Print or Type) Grinnell Friends Church	Date 3-30-2020	

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	

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	

(DOT/FHWA Signatures and Agreements on next page)

FOR DEPARTMENT USE ONLY

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

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: **79U-2020-009**

Authorized Highway District Representative Deanna Smyth-Peters	Signature <i>Deanna Smyth-Peters</i>	Date 3/31/20
---	---	-----------------

Notice of intention to start construction or maintenance activities on the highway right-of-way shall be made to:

Local DOT Contact Person (Type or Print Name) Mohamed Mohamed	Phone Number (641) 236-3014
Street Address 902 Ogan	City/Town Grinnell
State IA	ZIP Code 50112

AGREEMENTS

The utility company, corporation, applicant, permit holder or licensee, (hereinafter referred to as the Permit Holder) agrees with the Iowa Department (hereafter referred to as Department) that the following stipulations and those special requirements as listed on this page shall govern under this permit.

A. General

1. The installation shall meet the requirements of local municipal, county, state, and federal Iowa franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission; the 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. Non-compliance with any of the terms of the Department's policy, permit or agreement, may be considered cause for shut-down of utility construction operations or withholding of relocation reimbursement until compliance is assured, or revocation of the permit. The cost of any work caused to be performed by the State in removal of non-complying construction will be assessed against the Permit Holder.
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.

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.
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 officials.
4. All traffic control including sign placement and flagging are the responsibility of the Permit Holder. The original placement of signs and their removal upon completion of the work shall be accomplished by the Permit Holder.
5. Operations in the construction and maintenance of said utility installation shall be carried on in such a manner as to cause minimum interference to or distraction of traffic on said highway.
6. After November 24, 2008, 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.

C. Liability

1. 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.
2. 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 Permit Holder has been notified in accordance with stipulation number D.3. or if the facilities are not located in accordance with this permit.
3. 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 any 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 hours 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 contact person whose name is shown on this page.
3. The Department shall give the Permit Holder at least forty-eight hours notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way when the proposed work will be ten feet of a utility location as previously approved by the Department by permit or written agreement. The Permit Holder shall be responsible within this time frame to arrange to protect its facilities.

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 information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

March 31, 2020

Grinnell Friends Church
Attn: Richard Humphrey
1115 West St South
Grinnell, IA 50112

Dear Mr. Humphrey:

Enclosed is a copy of an approved permit #79U-2020-009, Application and Agreement for Use of Highway Right of Way for Utilities Accommodation, for water on Hwy 146 at Sta. 2061+80

Please note the stipulations or changes that we may have made since the permit was submitted.

A copy of this permit must be available at the work site at all times while work is in progress.

We require a **48-hour notice** of your intention to start construction on the highway right of way, see **Item E**, page 3 of the permit. Please contact the supervisor with your 48-hour notice.

If you have any questions, please feel free to call.

Sincerely,



Deanna Smyth-Peters
Access/Utilities Specialist

Attachment

DJSP/djsp

CC:

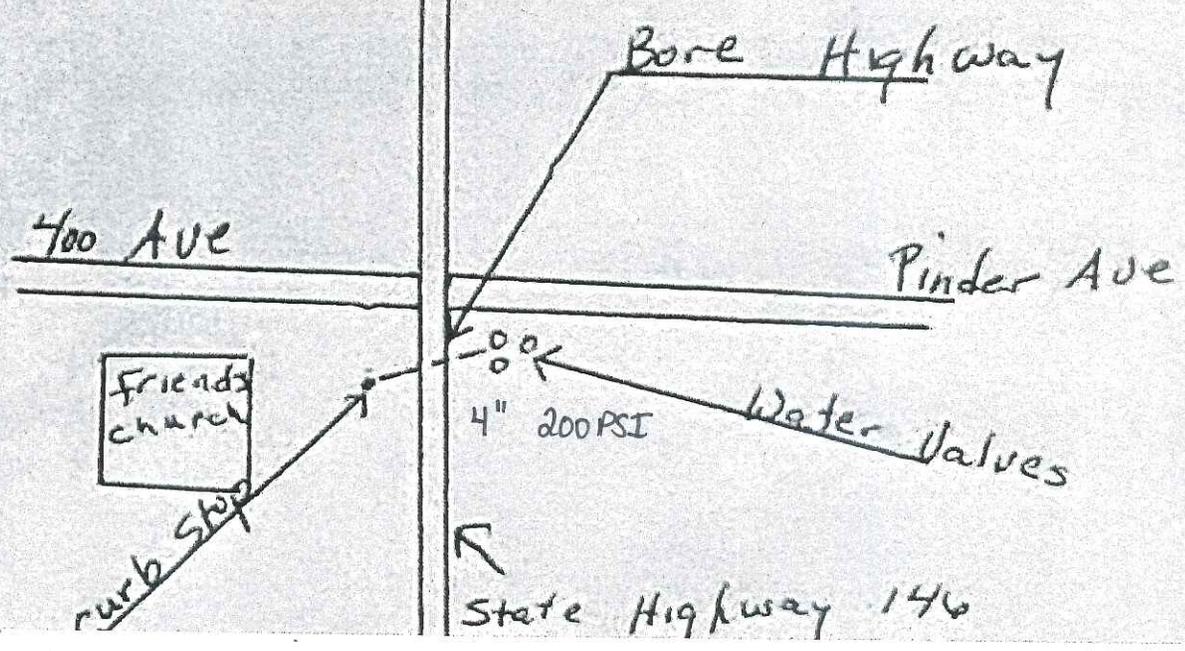
Jeff McCollough- Access & Utility Policy Specialist

Mohamed Mohamed-Malcom Maintenance Garage

Lyle Brehm- Poweshiek County

File

...d further described as follows:



Special Requirements

All Material or equipment shall be kept 10 feet off of the Right of Way during work hours.

Right of Way shall be restored at the end of each working day.

No open holes or dirt piles shall be left on Right of Way during non –working hours.

No parking on the shoulders.

No digging into the side slopes of any road or highway shall be allowed.

Proper traffic control must be used at all times.

761—115.16 (306A) Longitudinal installations on freeways.

115.16(1) Type of installation permitted.

a. The department may permit the installation of an underground utility facility if, in addition to complying with other provisions of this chapter, the facility specifically complies with this rule.

b. Except as provided in this rule, no aboveground installations other than those needed to serve highway facilities are allowed.

115.16(2) Prohibitions on longitudinal occupancy.

a. A utility facility shall not be used for transmitting gases or liquids or for transmitting products that are flammable, corrosive, expansive, highly energized or unstable.

b. A utility facility shall not present a hazard to life, health or property if it fails to function properly, is severed or is otherwise damaged.

c. No direct service connection to adjacent properties is allowed.

d. No utility facility is allowed in or on a structure carrying a freeway roadway or ramp, except for freeway border bridges, as provided in subrule 115.12(5).

115.16(3) Minimal maintenance. Once installed, the utility facility shall require minimal maintenance.

115.16(4) Location and depth. The utility facility shall be located on uniform alignment, preferably within eight feet of the freeway right-of-way line, and at a location approved by the department.

a. See subrule 115.13(1) for minimum depth requirements.

b. Except for multiduct systems, borings and isolated locations as determined by the department, cable shall be installed by the plowing method.

c. Utility accesses and splice boxes may be placed below the existing ground line. The location and number of installations are subject to department approval.

115.16(5) Identification signs, pedestals and repeater stations.

a. The utility owner shall place identification signs within 12 inches of the right-of-way fence, at the line of sight, along the entire occupancy route. These signs shall identify the owner/operator's name, telephone number to contact in case of an emergency, and the type of buried utility.

(1) The signs shall be composed of an ultraviolet-resistant material.

(2) Each sign shall be no larger than 200 square inches.

(3) The interval between signs shall not exceed one-quarter mile in rural areas and 500 feet in urban areas, or as designated by the department.

(4) Additional signs shall be placed on each side of a public highway, road or street intersecting or crossing the freeway at points where the freeway right-of-way line intersects the public highway, road or street right-of-way line.

(5) The utility owner is responsible for installing and maintaining these identification signs.

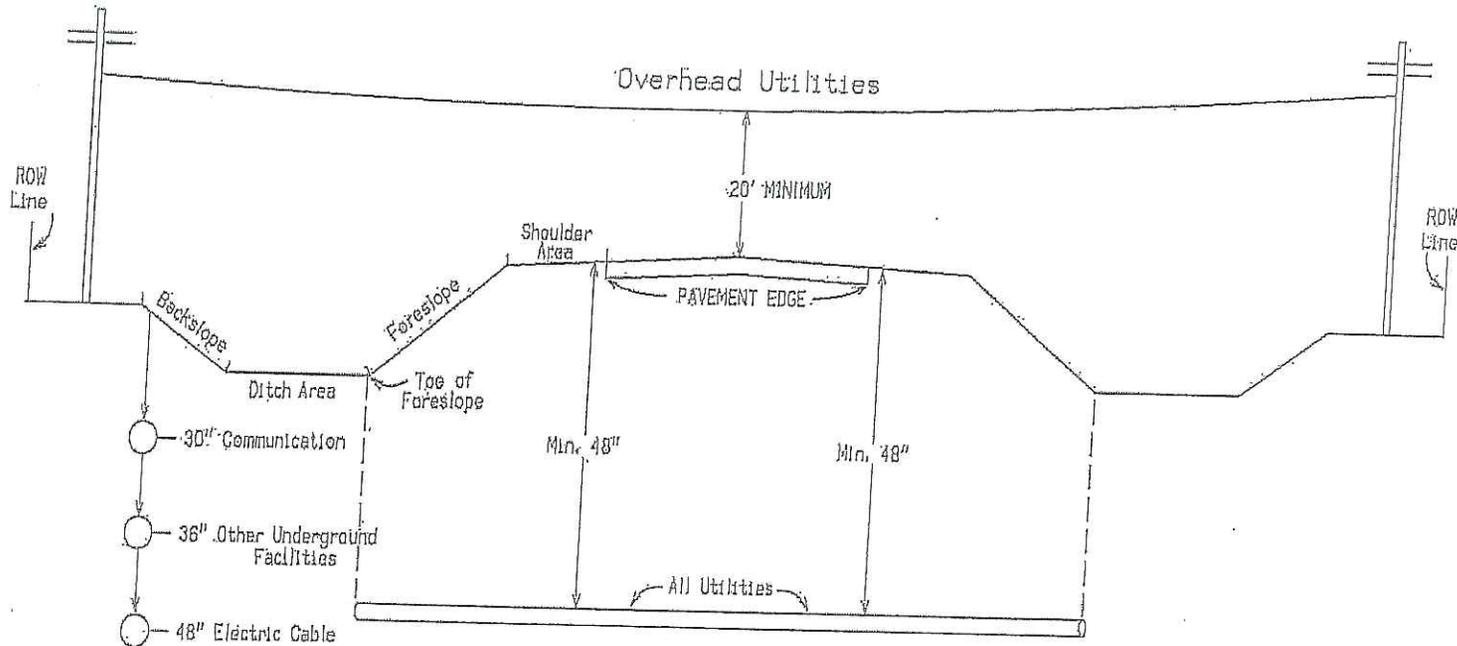
b. Aboveground pedestals are permissible. Pedestals should be placed one foot from the right-of-way fence. The number of installations is subject to department approval.

c. Repeater stations are not allowed in the right-of-way.

115.16(6) Metallic warning tape. Metallic warning tape shall be installed a minimum of 12 inches below the existing grade and above the utility installation to facilitate locating the installation in the future.

115.16(7) Engineering. The utility owner shall retain the services of a licensed, professional engineer.

Minimum Policy Requirements Rural Section Non-Freeway Highway



Notes:
 Utilities shall be located between the toe of foreslope and the highway row line.
 Utilities should be located as near to the highway row line as practical.
 See Utility Policy, Section 115.13 for further details.

E-8

01/2012

Acceptable Clear Zone Distances (feet)
(Based on AASHTO Roadside Design Guide, 4th edition)

design speed	design ADT	FORESLOPES			BACKSLOPES		
		6:1 or flatter	Steeper than 6:1, up to and including 4:1	Steeper than 4:1	Steeper than 4:1*	4:1 or flatter, up to 6:1	6:1 or flatter
40 mph or less	ADT < 750	7	7	**	7	7	7
	750 ≤ ADT < 1500	10	12	**	10	10	10
	1500 ≤ ADT < 6000	12	14	**	12	12	12
	ADT ≥ 6000	14	16	**	14	14	14
45 – 50 mph	ADT < 750	10	12	**	8	8	10
	750 ≤ ADT < 1500	14	16	**	10	12	14
	1500 ≤ ADT < 6000	16	20	**	12	14	16
	ADT ≥ 6000	20	24	**	14	18	20
55 mph	ADT < 750	12	14	**	8	10	10
	750 ≤ ADT < 1500	16	20	**	10	14	16
	1500 ≤ ADT < 6000	20	24	**	14	16	20
	ADT ≥ 6000	22	26	**	16	20	22
60 mph	ADT < 750	16	20	**	10	12	14
	750 ≤ ADT < 1500	20	26	**	12	16	20
	1500 ≤ ADT < 6000	26	30	**	14	18	24
	ADT ≥ 6000	30	30	**	20	24	26
65 – 70 mph	ADT < 750	18	20	**	10	14	14
	750 ≤ ADT < 1500	24	28	**	12	18	20
	1500 ≤ ADT < 6000	28	30	**	16	22	26
	ADT ≥ 6000	30	30	**	22	26	28

* Backslopes as steep as 2.5:1 can be considered as part of the clear zone, as long as they are relatively smooth and do not contain any fixed objects. Refer to Section 8A-4 of the Design Manual for information regarding backslopes steeper than 2.5:1.

** Since a vehicle traveling on a slope steeper than 4:1 is likely to be diverted to the bottom of the slope, the width of any slope steeper than 4:1 cannot be counted in the clear zone determination. Refer to Section 8A-2 of the Design Manual for information on providing clear recovery areas at the base of steep slopes.

511 Information Required

Before setting up a lane closure or a vertical/horizontal restriction of any kind on a primary highway extension, call your local Iowa DOT maintenance garage to discuss timing and date of the closure/restriction. Once the maintenance garage concurs with the timing and date, call the Iowa DOT Traffic Management Center (TMC) at 515-237-3300. The TMC will put the information in the 511 system, which generates an automatic message to Iowa DOT Motor Carrier Services (MCS) and the District office.

The following information is required to enter a maintenance/construction event into the Iowa DOT 511 system.

Requestor: _____ Contact number: _____

Route(s) affected:

Project description:

Project begin location (detailed description including cross streets and mile markers):

Project end location (detailed description including cross streets and mile markers):

County/Countries:

24 hour project contact:

Name _____ Phone _____

Describe the impact on traffic:

- | | |
|--|--|
| <input type="checkbox"/> Closed | <input type="checkbox"/> Right lane closed |
| <input type="checkbox"/> Closed intermittently | <input type="checkbox"/> Left lane closed |
| <input type="checkbox"/> Intermittent lane closure | <input type="checkbox"/> Center lane closed |
| <input type="checkbox"/> Alternating lane closures | <input type="checkbox"/> Right shoulder closed |
| <input type="checkbox"/> Reduced to one lane | <input type="checkbox"/> Left Shoulder closed |
| <input type="checkbox"/> Reduced to two lanes | <input type="checkbox"/> Exit ramp closed |
| <input type="checkbox"/> Reduced to three lanes | <input type="checkbox"/> Entrance ramp closed |

- Two center lanes are closed
- Left exit ramp closed
- Shoulder closed
- Bridge closed
- Intersecting road closed
- Local road closures in area
- Left lane of exit ramp closed

- Road construction
- Work in the median
- Opposing traffic
- Single lane traffic alternating directions

Additional project information (pilot car, flagger, etc.):

Will there be temporary overhead signals? (15' standard height restriction)

- Yes No

If yes, please provide the location of the temporary overhead signals in the space provided.

Are there any other width or height restrictions:

- Yes No

If yes, please describe:

Additional public website comments:

Project beginning date and time:

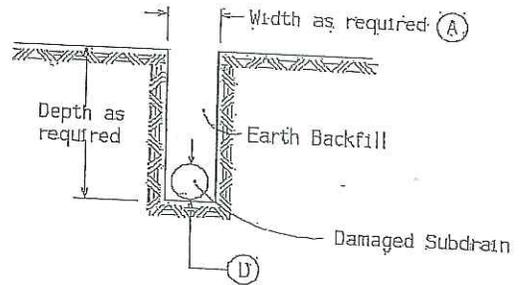
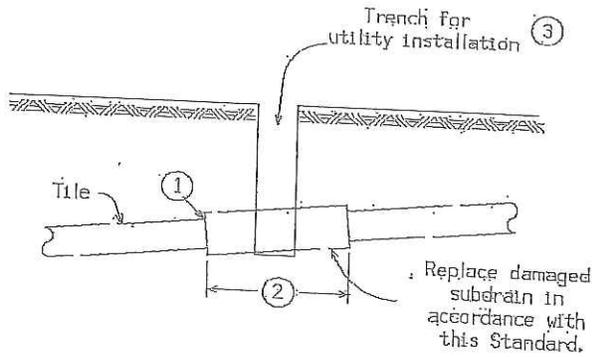
Project ending date and time:

Times of closure

- Continuous Weekdays (Monday – Friday) Nights

Times of closure:

Tile Line Repair Guideline



Note:

Replacement of drainage tile shall be accomplished so as to cause the minimum of disturbance to existing field tile. The repaired drainage tile shall be left in a functional condition with special emphasis placed on maintaining existing flow line elevations.

(A) = A minimum of 24" shall be excavated outside the normal utility trench wall or such greater width as may be required to expose a minimum of 12" of undamaged drain tile.

REPLACEMENT SCHEDULE - CASE 'A'										
Existing Tile (D)	4	6	8	10	12	15	18	21	24	>24
Proposed Subdrain Size										
Concrete Pipe			12	15	15	18	21	24	30	D+6"
Coated C.M.P.	10	12	15	18	21	24	30	36	36	*

* Replacement sizes provide equivalent capacity based on 6" settlement assuming a 0.20% slope with $n = 0.013$ for concrete pipe and $n = 0.025$ for corrugated pipe (Manning Formula)

NOTES:

Tile lines disturbed within the right-of-way (outside the Roadway Embankment Area *) limits shall be repaired as follows:

May be repaired with schedule 40 PVC pipe of compatible size or in accordance with the replacement schedule-case 'A' as listed above. Replacement with schedule 40 PVC pipe shall require using a connecting device of a Femco plain and plain flexible pipe coupling or equal.

Tile lines disturbed within the "Roadway Embankment Area" shall be replaced in accordance with the replacement schedule - case 'A' stated above and as follows:

① Concrete collar to be placed around joint where existing tile line and corrugated aluminum metal pipe connect.

② Minimum length of corrugated metal pipe shall be 4 feet. Minimum length of 2 feet on each side of the tile line break location.

③ Trench shall be backfilled with 8 inches loose material, compacted to 6 inches with a minimum of 95% compaction of natural density.

A. Backfill and compact area around drain tile to be completed by hand until new tile is completely covered. Remainder of the trench shall be backfilled by acceptable methods.

B. Area shall require inspection by the Iowa Department of Transportation inspectors or their designated personnel prior to backfilling of trench.

* "Roadway Embankment Area" is defined as the area lying between the foreslopes of a two-lane roadway and from near foreslope to far foreslope of a four lane roadway.

RURAL SEEDING

All areas disturbed by the applicant shall be reseeded using the seed mixture found in the current *Standard Specifications for Highway and Bridge Construction*. Changes to the seed mixture are subject to the approval of the district office.

Table 2601.03-1: Rural Stabilizing Crop Seeding Rates and Schedule

March 1 through October 31	
Oat	50 lbs. per acre
Grain rye	50 lbs. per acre
Canada wildrye (<i>Elymus canadensis</i>)	5 lbs PLS. per acre
November 1 through February 28 (or 29)	
Oat	62 lbs. per acre
Grain rye	62 lbs. per acre
Canada wildrye (<i>Elymus canadensis</i>)	7 lbs. PLS. per acre
For stabilizing crop only, Canada wildrye (<i>Elymus canadensis</i>) seed will not be required to be certified as Source Identified Class (Yellow Tag) Source G0-Iowa.	
Canada wildrye (<i>Elymus canadensis</i>) seed shall be debearded or equal to facilitate application of seed.	

Table 2601.03-3: Permanent Seed Rates, Rural Areas

Fescue, Tall (Fawn)	100 lbs. per acre
Ryegrass, Perennial (Linn)	75 lbs. per acre
Bluegrass, Kentucky	20 lbs. per acre

Erosion Control Detail

Table 2601.03.1 Rural Stabilizing Crop Seeding Rates and Schedule

March 1 through October 31

Oat	60 lbs. per acre (56 kg/ha)
Grain Rye	60 lbs. per acre (56 kg/ha)
Canada wild rye (<i>Elymus Canadensis</i>)	7 lbs. PLS per acre (8 kg/ha)

November 1 through February 28 (29)

Oat	62 lbs. per acre (69 kg/ha)
Grain Rye	62 lbs. per acre (69 kg/ha)
Canada Wild rye (<i>Elymus Canadensis</i>)	7 lbs. PLS per acre (8 kg/ha)

For stabilizing crop only, Canada wild rye (*Elymus Canadensis*) seed will not be required to be certified as Source Identified Class (Yellow Tag) Source G0-Iowa.

Canada wild rye (*Elymus Canadensis*) seed shall be debarbed or equal to facilitate application of seed.

Table 2601.03-2: Urban Stabilizing Crop Seeding Rates

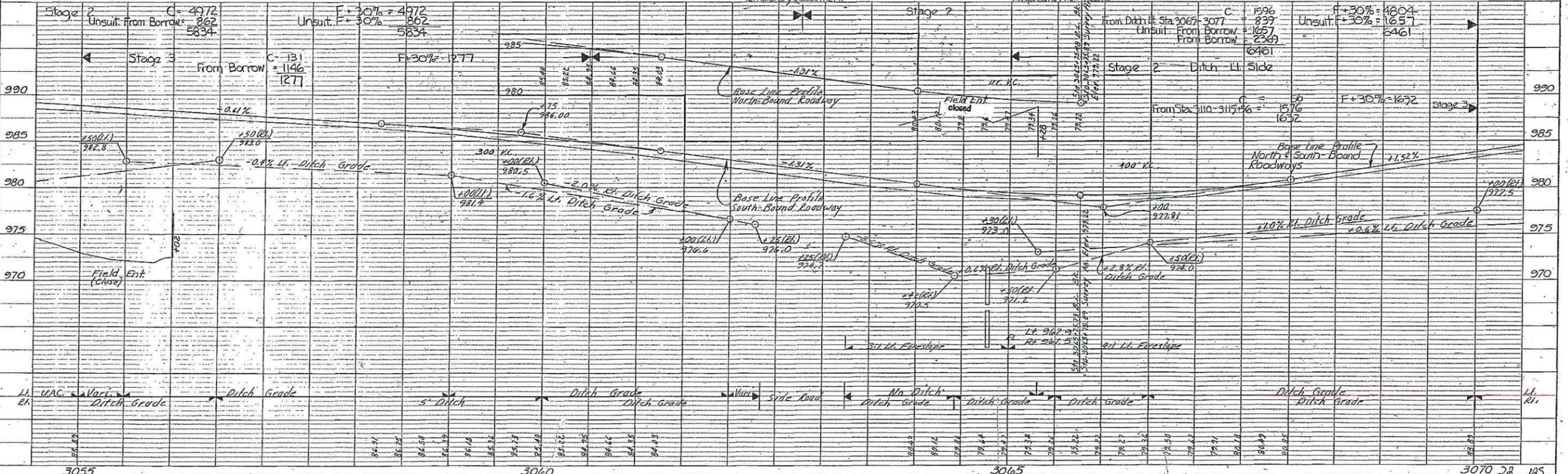
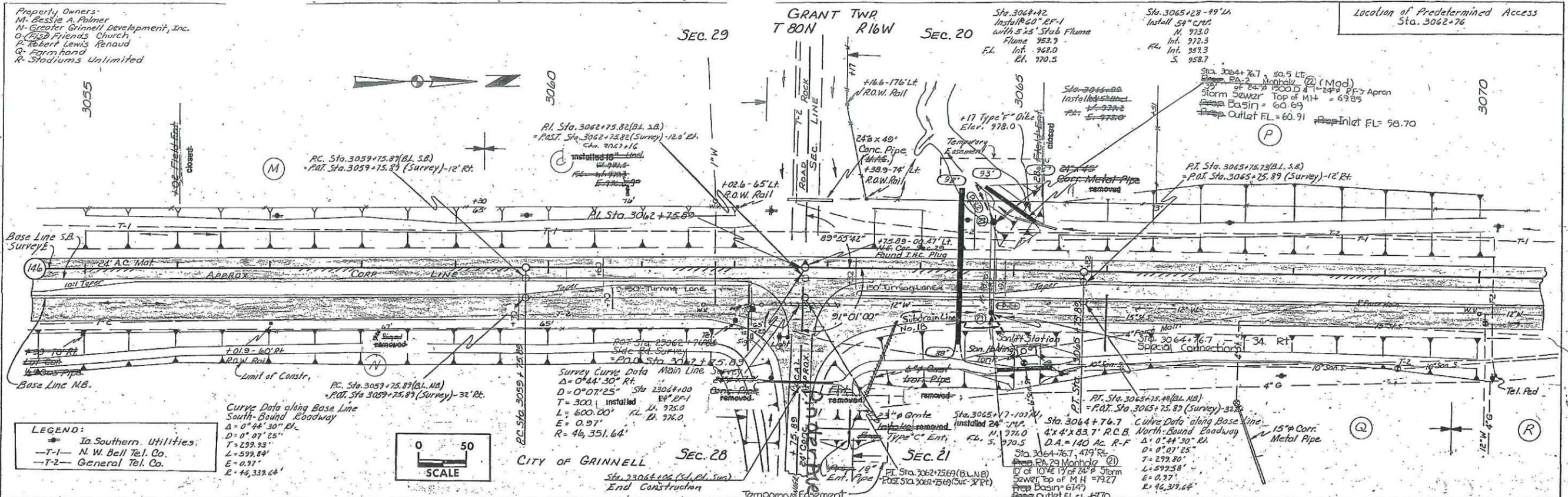
Bluegrass, Kentucky	122 lbs. per acre (187 kg/ha)
Ryegrass, Perennial (Fine leaf Variety)	35 lbs. per acre (39 kg/ha)
Fescue Creeping Red	18 lbs. per acre (20 kg/ha)

Table 2601.03-8 Permanent Seed Rates, Rural Areas

Fescue Tall (Fawn)	100 lbs. per acre (112 kg/ha)
Ryegrass, Perennial (Linn)	75 lbs. per acre (84 kg/ha)
Bluegrass, Kentucky	20 lbs. per acre (22 kg/ha)

Permanent Seed Rates, Urban Area

Bluegrass, Kentucky	122 lbs. per acre (187 kg/ha)
Ryegrass, perennial (Fine leaf)	35 lbs. per acre (39 kg/ha)
Fescue, Creeping Red	18 lbs. per acre (20 kg/ha)





**Grinnell FINANCE COMMITTEE Meeting
MONDAY, MARCH 16, 2020 AT 7:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF THE CITY HALL**

MINUTES

ROLL CALL: White (Acting Chair), Bly. Absent: Wray. Also present: Mayor Agnew and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Bly made the motion, second by White to recommend approval of Resolution No. 2020-33 – A resolution adopting FY 2021 budget. AYES: 2-0. Motion carried.
2. Bly made the motion, second by White to recommend approval of recommendation from the Grinnell Historic Preservation Commission regarding 915 Main Street. AYES: 2-0. Motion carried.
3. Bly made the motion, second by White to recommend approval of supporting an application to the Iowa Economic Development Authority Community Catalyst grant program on behalf of 915 Main Street. AYES: 2-0. Motion carried.

INQUIRIES: None.

The meeting was adjourned at 7:18 a.m.

JIM WHITE, ACTING CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, MARCH 16, 2020 AT 5:30 P.M.
IN THE 2ND FLOOR COUNCIL CHAMBERS OF
THE CITY HALL

MINUTES

ROLL CALL: Hueftle-Worley (Chair), Gaard. Absent: Wray. Also present: Mayor Agnew, Rachel Bly, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Gaard made the motion, second by Hueftle-Worley to recommend approval of Resolution No. 2020-34 - a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the construction of the 16th Avenue Culvert Replacement Project. AYES: 2-0. Motion carried.

INQUIRIES:

Mayor Agnew stated that the Chamber of Commerce is setting up a fund to assist businesses in town affected by COVID-19.

The meeting was adjourned at 5:47 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, MARCH 16, 2020 AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF
THE CITY HALL**

MINUTES

ROLL CALL: Bly (Chair), Davis, Gaard. Also present: Mayor Agnew, Jim White, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Cheryl Neubert, Historic Preservation Committee, presented the Certified Local Government Annual Report. No action was necessary.

INQUIRIES: None.

The meeting was adjourned at 6:36 p.m.

RACHEL BLY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

MINUTES of the DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES
February 26, 2020, 5:15 p.m., Caulkins Community Room

ROLL CALL: _X_Elfenbein ___Hardin _X_Hammond ___McFee
 ___Pagliai _X_Rudolph _X_Swick Others present: _X_Kennett

Vice-President Swick called the meeting to order at 5:20 p.m.

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

APPROVAL OF MINUTES: Rudolph moved and Hammond seconded approval of the January 29, 2019 Regular Board Meeting minutes. Motion passed unanimously.

COMMUNICATIONS:

1. Endowment report for January was received from the Greater Poweshiek Community Foundation. Fund balance, as of 1/31/2020, is \$127,299.39.
2. Email from Greater Poweshiek Community Foundation stating option for reinvestment or receipt of the 2020 disbursement from the endowment.
3. A letter of resignation was received from Diana Romero effective 21 February.
4. Final budget papers were received from City administration.

REPORT OF DIRECTOR:

1. January statistical report was reviewed.
2. Friends of DCL held their annual meeting Feb 25, with speaker Candida Pagan, Univ. of Iowa Libraries, presenting "Preserving Your Family Treasures". 42 community members attended the event.
3. Opening reception for "Grinnell Works", a crowd-sourced exhibition created by the Grinnell Community, Drake Community Library, and Grinnell College in collaboration with the Smithsonian's Museum on Main Street program, is scheduled for 5 p.m. on March 5th. Library Systems Administrator Monique Shore has been instrumental in the success of this exhibit throughout its planning and development stages.

Building & Grounds – It was suggested that a mini-campaign to solicit donations for purchase and installation of the exterior flag pole begin this Spring.

Finance, Salary, & Personnel - The FY21 budget was reviewed. Capital Loan allocations include funds to repair the basement door framework, clean the building exterior, upgrade for parts of the geothermal system, scheduled computer upgrades, and adult book purchases. General budget was limited to standard increase for wage/salary allocation with all other line items remaining static.

Long Range Planning – none

Policy – none

TRUSTEE REPORTS: None.

FINANCIAL REPORT AND APPROVAL OF BILLS: Financials were reviewed. It was noted that the Alliant bill was especially high this month in comparison to same time period last year. Kennett to research cause of increased usage. Elfenbein moved and Hammond seconded the approval of bills payable in March. Motion passed unanimously.

OLD BUSINESS: None.

NEW BUSINESS:

1. Elfenbein moved and Hammond seconded approval for reinvestment of the 2020 DCL endowment distribution in the amount of \$4,503. Motion passed unanimously.
2. Hammond moved and Rudolph seconded the review process for the following three policies without revisions:
 - Non-resident Request for Research
 - Personal Purchase of Materials
 - Bulletin BoardMotion passed unanimously.

TRUSTEE CONTINUING EDUCATION: None.

Hammond moved adjournment.

Meeting adjourned at 6:00 p.m.



Theresa Pagliai
Library Board President

Next meeting: March 25, 2020 at 5:15 p.m.



Marilyn Kennett, Director
Recording Secretary



Grinnell CIVIL SERVICE COMMISSION Meeting

Wednesday, April 1, 2020 AT 1:00 P.M.

[Via ZOOM Meeting](#)

MINUTES

ROLL CALL: Carberry(Chair) X , Bernemann X , Appleton
Thompson X .

Meeting called to order by Carberry at 1:00 P.M.

PERFECTING AND APPROVAL OF AGENDA: Motion by Appleton to approve agenda. Second by Bernemann. Motion carried.

NEW BUSINESS:

1. Set testing dates for Police Officer list.

Chief Reilly informed the Commission that the current Civil Service list of seven (7), which was established in January, was down to one candidate with no hires having taken place. There remains two (2) staffing openings in the department. Based on discussion, and some further process details being worked out for Chief Reilly, the commission took no action on setting a date, but instead agreed to set a date in the near future for either the beginning, to middle, of May or sometime in June.

Motion by Bernemann to set a testing date of January 11, 2020. Second by Carberry. Motion carried.

OLD BUSINESS: NONE

INQUIRIES: NONE

ADJOURN: Motion by Bernemann at 1:11 PM. Second by Appleton. Motion Carried.

Attest:

Handwritten signature of Kristina Carberry in black ink, followed by the date "4/2/2020".

Kristina Carberry, Chair
Grinnell Civil Service Commission

ZOOM MEETING:

<https://zoom.us/j/6773300362>

Phone: 1-312-626-6799

(Meeting ID 677 330 0362)

GRINNELL POLICE DEPARTMENT

CITY OF GRINNELL, IOWA
INTER-OFFICE MEMORANDUM

FROM: Dennis Reilly
Chief of Police

DATE: April 2, 2020

TO: Honorable Dan Agnew
Honorable Council Persons
Mr. Russell Behrens, City Manager
Mrs. Ann Wingerter, City Clerk

SUBJECT: Monthly Report for **March**

Areas of Interest/Accomplishments:

- Collected 0 pounds of prescription drugs from the prescription drug box located in the Public Safety Building lobby.
- Matt Moore was promoted to the position of Sergeant.
- Conducted interviews for 2 open officer positions.
- Operational adjustments made due to COVID-19
- I attended the following: Council and Public Safety meetings; Department Head meetings; meeting with G-N District CSA; Command meeting; a significant number of COVID-19 related webinars.

Listed below is a summary of activities for the police department during the reporting period.

	March 20	February 20	March 19
Incident Reports	59	94	100
Arrests	10	28	32
Citations	33	51	60
Warnings	120	157	143
PD Collisions	6	9	11
PI Collisions	0	1	0
Hit & Run	3	2	1
Parking Tickets	86	106	101
Calls for Service	1041	1134	1174

Respectfully Submitted,



Dennis Reilly
Chief of Police

ARBOR DAY
PROCLAMATION

WHEREAS: GRINNELL'S CITY FOREST ALONG OUR STREETS AND IN OUR PARKS IS AN INCREASINGLY VITAL RESOURCE THAT PURIFIES OUR AIR AND WATER, CONSERVES OUR SOIL AND ENERGY, PROVIDES WILDLIFE HABITAT, YIELDS BOUNTIFUL RECREATION OPPORTUNITIES AND GENERALLY IMPROVES THE QUALITY OF OUR LIFE; AND

WHEREAS: HUMAN ACTIVITIES SUCH AS CONSTRUCTION DAMAGE AND POLLUTION, AS WELL AS SEVERE WEATHER, INSECTS AND DISEASE THREATEN OUR TREES, CREATING THE NEED FOR CONCERTED ACTION TO ENSURE THE FUTURE OF OUR CITY FOREST; AND

WHEREAS: THE PEOPLE OF THIS COMMUNITY, NATION AND WORLD HAVE CELEBRATED ARBOR DAY THROUGH MANY WAYS INCLUDING THE PLANTING OF TREES; AND

WHEREAS: THIS YEAR, THE PEOPLE OF GRINNELL PAY SPECIAL ATTENTION TO THE WONDERFUL GIFT THAT TREES REPRESENT AND DEDICATE THEMSELVES TO THE CONTINUED HEALTH OF OUR CITY'S URBAN FOREST;

NOW, THEREFORE, I, DAN F. AGNEW, MAYOR OF THE CITY OF GRINNELL, IOWA, DO HEREBY PROCLAIM APRIL 20TH THROUGH APRIL 24TH ARBOR WEEK FOR 2020.

FURTHER, I URGE THE CITIZENS OF GRINNELL TO BECOME AWARE OF THE IMPORTANCE OF TREES TO OUR COMMUNITY'S WELL-BEING AND TO PARTICIPATE IN TREE PLANTING PROGRAMS, WHICH WILL ENSURE A GREEN GRINNELL IN THE DECADES TO COME.



DAN F. AGNEW, MAYOR

3/26/2020
DATE



Grinnell, IA

Kristin Benz



Log Out
(Logout.cfm)
timeout in 59:5

([https://chat.lqdt.com/chat?locale=en&group=3&name=Kristin Benz&info=Kristin Benz, Grinnell, IA \(4128\)\)](https://chat.lqdt.com/chat?locale=en&group=3&name=KristinBenz&info=Kristin%20Benz,%20Grinnell,%20IA%20(4128))))

Modify Asset ID #178

[Duplicate This Asset](#)

* **Short Description:** 6' Black Hills Spruce (<https://www.govdeals.com/index.cfm?fa=Main.Item&itemID=178&acctid=4128>)

* **Long Description:**

6' BNB Black Hills Spruce Tree. Trees were purchased for holiday planters downtown. All trees are in good condition.

***Status:** Sold On Auction

***Category:** Nursery/Horticulture/Landscaping

***Condition:** Used/See Description

***Is this a group of items?:** No

Inventory ID:

VIN/Serial #:

Make/Brand:

Model:

Model Year:

Meter: :

Title Restriction: Not Applicable

***Authorized Bidder:** General Public
(/Help/index.cfm?id=124)

Excess Reported Date:

***Address 1:** 1411 1st Ave

Address 2:

***City:** Grinnell

***Country:**

Asset Contact: Benz, Kristin

***State:** IA ***Zip Code:** 50112

Inspection Instructions:

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to any dates and times indicated in the item description. Inspections are by appointment only. To schedule an appointment and/or to ask any questions concerning the item, please contact the Asset Contact listed under the "Seller Information" section either by the phone number or clicking on the person's name to send an email.

Payment Instructions:

Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. See Terms and Conditions for additional payment instructions.

Removal Instructions:

All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. Winning bidder is responsible for all packing, shipping, loading, and removal of asset. Under no circumstances will the city of Grinnell, Iowa, assume any responsibility for removal of asset. A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate. PLEASE CALL 24-48 HOURS IN ADVANCE TO SCHEDULE A TIME FOR PICK-UP!

Special Instructions:

If you are the winning bidder and default by failing to adhere to this seller's terms and conditions, your account with GovDeals **WILL BE LOCKED!** **GUARANTY WAIVER:** All property is offered for sale "AS IS, WHERE IS." Seller makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential. **DESCRIPTION WARRANTY:** Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for mis-description must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Seller shall not exceed the actual purchase price of the property. *****Please note that upon removal of the property, all sales are final!**

Fund Balance as of February 29th, 2020
Central Park Campaign - 0121

	Current Period	YTD
Gifts	0.00	5,000.00
Investment Income (Loss)	3.99	2.55
	-----	-----
Total Revenues	3.99	5,002.55
Distributions	11,554.09	95,554.09
Administrative Cost Share	0.00	250.00
Printing & Reproduction	0.00	2.16
	-----	-----
Total Expenses	11,554.09	95,806.25
	-----	-----
Net Income (Loss)	(11,550.10)	(90,803.70)
	=====	=====
Beginning Fund Balance		101,891.09
Net Income (Loss)		(90,803.70)
Ending Fund Balance		11,087.39
Net Pledges Receivable		11,083.40

Central Park Campaign - 0121

Type	Name	Date	Amount
Gift	Jeff and Gina Finch	07/29/2019	1,000.00
Gift	Ramsey Weeks, Inc.	08/29/2019	4,000.00
** Total Gifts			5,000.00

Fund Balance as of February 29th, 2020
Grinnell Skatepark Campaign - 0053

	Current Period	YTD
Gifts	0.00	290.00
Investment Income (Loss)	(30.31)	0.50
	-----	-----
Total Revenues	(30.31)	290.50
Distributions	306.31	162,744.21
Administrative Cost Share	0.00	14.50
Printing & Reproduction	0.15	0.15
	-----	-----
Total Expenses	306.46	162,758.86
	-----	-----
Net Income (Loss)	(336.77)	(162,468.36)
	=====	=====
Beginning Fund Balance		162,437.90
Net Income (Loss)		(162,468.36)
Ending Fund Balance		(30.46)

Grinnell Skatepark Campaign - 0053

Type	Name	Date	Amount
Gift	Clem and Leona Bodensteiner	08/27/2019	50.00
Gift	Rachel Bly and Bob Hamilton	09/30/2019	60.00
Gift	Roger Hill and Vida Praitis	09/30/2019	60.00
Gift	Rachel Bly and Bob Hamilton	12/31/2019	60.00
Gift	Roger Hill and Vida Praitis	12/31/2019	60.00
** Total Gifts			290.00

Fund Balance as of February 29th, 2020
 Grinnell Veterans Memorial Commission Building Campaign - 0136

	Current Period	YTD
Gifts	25.00	25,710.00
Pledge Income	10,000.00	118,020.00
Investment Income (Loss)	(6.71)	55.05

Total Revenues	10,018.29	143,785.05
Administrative Cost Share	577.50	6,187.75
Bank Charges/Online Donation Fees	0.00	2.69
Office Supplies	0.00	48.45
On-Site Meeting Expenses	52.82	282.86
Postage	14.89	53.49
Printing & Reproduction	2.55	767.91

Total Expenses	647.76	7,343.15

Net Income (Loss)	9,370.53	136,441.90
=====		
Beginning Fund Balance		80,149.90
Net Income (Loss)		136,441.90
Ending Fund Balance		216,591.80
Net Pledges Receivable		122,216.67

Grinnell Veterans Memorial Commission Building Campaign - 0136

Type	Name	Date	Amount
Gift	Paul Levy	07/25/2019	1,000.00
Gift	Betty Hammond	08/07/2019	1,000.00
Gift	Clem and Leona Bodensteiner	08/27/2019	50.00
Gift	Dorothy W. Williams	09/26/2019	100.00
Gift	Rachel Bly and Bob Hamilton	09/30/2019	60.00
Gift	Michael Dalen	10/08/2019	100.00
Gift	Jo Ann Cogley-Hunter	10/08/2019	25.00
Gift	Eleanor Osland	10/10/2019	250.00
Gift	Nancy Hendrickson	10/15/2019	1,000.00
Gift	Darla Pearce	10/15/2019	10.00
Gift	Transfer from GPCF Spirit of Giving Event	10/31/2019	15.00
Gift	Larry and Peggy Black	11/07/2019	1,000.00
Gift	Larry and Peggy Black	11/07/2019	1,000.00
Gift	Dan and JoAnn Becker	11/25/2019	10,000.00
Gift	Miscellaneous Receipts	11/25/2019	15.00
Gift	Rachel Bly and Bob Hamilton	12/31/2019	60.00
Gift	The Merlin and Verna Manatt Family Foundation	12/31/2019	10,000.00
Gift	Albert Munitz and Elissa Lett	02/11/2020	25.00
** Total Gifts			25,710.00
Pledge	Sarah Joan Baker	09/12/2019	30,000.00
Pledge	Bill Lannom	09/24/2019	750.00
Pledge	George and Sue Drake	10/01/2019	5,000.00
Pledge	John and Alice DeRooi	10/08/2019	1,500.00
Pledge	Bill Menner and Barb Tish	10/08/2019	2,520.00
Pledge	American Legion #53	12/16/2019	37,000.00
Pledge	Kent and Katherine McClelland	12/31/2019	25,000.00
Pledge	Raffety/Veldboom Family	12/31/2019	5,500.00
Pledge	George and JoAnn Britton	01/14/2020	1,500.00
Pledge	GreenState Credit Union	02/04/2020	10,000.00
** Total Pledges			118,770.00



**Grinnell FINANCE COMMITTEE Meeting
MONDAY, APRIL 6, 2020 AT 8:00 A.M.
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/537858789>

Or iPhone one-tap :

US: +16468769923,,537858789# or +13126266799,,537858789#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 876 9923 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 301 715 8592 or +1 346 248 7799

Meeting ID: 537 858 789

International numbers available: <https://skccom.zoom.us/u/abwyWtdePA>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 537 858 789

SIP: 537858789@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70537 858 789

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/537858789>

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution proposing to lease real property and scheduling public hearing on said proposal (Grinnell Housing Authority – three-year lease) (See Resolution No. 2020-36).
2. Review recommendation from the Grinnell Historic Preservation Commission regarding 915 Main Street.
3. Consider resolution approving support of Community Catalyst Building Remediation Grant for 915 Main Street (See Resolution No. 2020-37).
4. Consider resolution authorizing payment in the amount of \$27,256.28 for improvements by Daralee, LLC to 629 West Street S in accordance with development agreement (Resolution No. 2020-38).
5. Consider resolution authorizing payment in the amount of \$3,719.35, for improvements by AJP Enterprises, LLC to 923 Main Street in accordance with development agreement (Resolution No. 2020-39).
6. Consider resolution authorizing payment in the amount of \$154,453.43 for improvements by Key Cooperative to 1128 Pinder Avenue in accordance with development agreement (Resolution No. 2020-40).
7. Consider resolution authorizing payment in the amount of \$136,200.92 for improvements by Grinnell Center LLC to 925 Park Street in accordance with development agreement (Resolution No. 2020-41).

8. Consider resolution authorizing payment in the amount of \$40,197.00 for improvements by Casey's Marketing Company to 635 Lang Creek Ave Street in accordance with development agreement (Resolution No. 2020-42).
9. Consider resolution authorizing the lump sum payment in the amount of \$30,000 for improvements made by SEAJAE Properties LLC a/k/a Hometown Heroes Sports Grill LLC in accordance with development agreement (Resolution No. 2020-43).
10. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-44).
11. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-45).
12. Consider resolution for transfers of funds per budget (See Resolution No. 2020-46).
13. Discuss dumpster charges for portions of a month.
14. Discuss city utility account payment policy during COVID-19 event.
15. Consider designating funds to assist small businesses with their city utility bills during COVID-19 event.
16. Discuss possible impacts of COVID-19 event on FY 19-20 and FY 20-21 budget.
17. Consider special Campbell Fund request from the Grinnell Food Coalition.

INQUIRIES:

ADJOURN:

PUBLIC NOTICE

You are hereby notified that the City Council of Grinnell, Iowa, will meet on the 20th day of April, 2020, at 7:00 o'clock p.m. via Zoom in Grinnell, Iowa, for the purpose of considering whether the following described real property, to-wit (Grinnell Housing Authority):

Approximately 130 square feet of office space located on the lower level of the Grinnell City Hall.

should be leased. The City Council has adopted a resolution proposing that such property be leased in accordance with the following terms and conditions:

The sum of Two Hundred sixty-one dollars and 96/100 per month (\$261.96) per month beginning on July 1, 2020; the sum of Two hundred sixty-nine dollars and 82/100 per month (\$269.82) beginning July 1, 2021; the sum of Two hundred seventy-seven and 91/100 per month (\$277.91) beginning on July 1, 2022. The first payment being due on July 1, 2020, and the last day of each and every month thereafter.

A copy of the resolution and any documents pertaining to such lease may be inspected at the City Clerk's office.

You are further notified that you may appear at the time and place specified above to make any objections you may have to the proposed leasing of such property.

Please govern yourselves accordingly.

ANNMARIE WINGERTER, CITY CLERK

PROPERTY LEASE

THIS LEASE AGREEMENT executed in duplicate, made and entered into this 20th day of April, 2020, by and between the City of Grinnell, Iowa, a municipal corporation (hereinafter called the "Landlord") and Grinnell Housing Authority (hereinafter called the "Tenant"), WITNESSETH THAT:

1. **Premises and Term.** The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from the Landlord, according to the terms and provisions herein, the 130 sq. ft. area, with the improvements thereon and all rights, easements and appurtenances thereto belonging, which, more particularly, includes the space and premises located on the lower level of the Grinnell City Hall, including the access to said premise by the common stairways and the right to use the elevator located in said premises for a term of three years, commencing on July 1, 2020 and ending at midnight on June 30, 2023. Landlord grants to Tenant an option to extend this lease for a period of one (1) year upon the same terms. Said option to be exercised by the Tenant giving to the Landlord notice by certified mail of its election of said option, said notice to be given at least ninety (90) days prior to the expiration of this lease agreement. Monthly rental rates are to be renegotiated on an annual basis with notice by either party ninety (90) days before expiration of the lease agreement. Tenant shall have the option to cancel this lease agreement upon notifying the Landlord in writing by certified mail, ninety (90) days prior to said termination; that after said termination this agreement shall become null and void.

2. **Rental.** Tenant agrees to pay Landlord monthly rental for said premises as follows: The sum of Two Hundred sixty-one dollars and 96/100 per month (\$261.96) per month beginning on July 1, 2020; the sum of Two hundred sixty-nine dollars and 82/100 per month (\$269.82) beginning July 1, 2021; the sum of Two hundred seventy-seven and 91/100 per month (\$277.91) beginning on July 1, 2022. The first payment being due on July 1, 2020, and the last day of each and every month thereafter.

Delinquent payments shall draw interest at 12% annum beginning ten (10) days after the due date, until paid.

3. **Possession.** Tenants shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date 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 for the purposes of Grinnell Housing Authority, or its successors or assigns.

5. **Quiet Enjoyment.** Landlord covenants that its estate in said premises is fee simple; and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever.

6. **Care and Maintenance of Premises.** (a) Landlord will keep the said premises in a good state of repair and shall at its own expense care and maintain said premises in a reasonably safe and serviceable condition. Tenant will not permit or allow said premises to be damaged or depreciated in value by any act of negligence by the Tenant, its agents or employees, except the effects of ordinary wear and tear. The Landlord will make all repairs to the interior and exterior of said building and in addition make repairs to the sewer, plumbing water pipes, and electrical wiring and maintain the entire building free of any expense to the Tenant.

7. Utilities and Services. Landlord shall furnish all utilities for said premises, which utilities shall include water, sewer, gas, heat, electricity, power, air conditioning, garbage and trash disposal.

Landlord shall furnish all air conditioning equipment and maintain the expense thereof.

8. Janitorial Service. Landlord shall furnish the janitorial service for the premises leased by Tenant from Landlord and the control of said janitorial service shall be under the control and supervision of the Landlord.

9. Parking Facilities. In addition to the above premises, Tenant shall have the right to use the parking facilities and Landlord reserves the right to control the designation of parking spaces allowed to the Tenant on the premises owned by the Landlord.

10. (a) Surrender of Premises at End of Term -- Removal of Fixtures. Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or negligence of Tenants.

(b) Tenants may, at the expiration of the term of this lease, or renewal or renewals thereof or at a reasonable time thereafter, if Tenant is not in default hereunder, move any fixtures or equipment which said Tenant has installed in the leased premises, provided said Tenant repairs any and all damages caused by removal.

(c) Holding Over. Continued possession, beyond the expiratory date of the term of this lease, by the Tenant, 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 this lease.

11. Assignment and Subletting. Tenant shall not have the right nor shall the Tenant assign to sublet any part of this lease agreement without the express permission of the Landlord.

12. Insurance. (a) Landlord and Tenant will each keep its respective property interest in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage; and Tenant will procure and deliver to the Landlord sufficient written evidence of self-insurance.

(b) Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates on force upon the real estate improvements on the premises or upon any personal property of the Tenant upon which the Landlord by law or by the term of this lease, has or shall have a lien.

(c) Subrogation rights are not to be waived unless a special provision is attached to this lease.

(d) Tenant further agrees to comply with recommendations of Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates in said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

(e) Insurance Proceeds. Landlord shall settle and adjust any claim against any insurance

company under its said policies of insurance for the premises, and said insurance monies shall be paid to and held by the Landlord to be used in payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

13. Indemnity and Liability Insurance. Except as to any negligence of the Landlord, arising out of roof and structural parts of the building, Tenant will protect, indemnify and save harmless the Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the State of Iowa as approved by the Landlord, or in lieu thereof, provide the Landlord sufficient evidence of self-insurance or of statutory authority for self-insurance, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. Certificates or copies of said policies, naming the Landlord and providing for fifteen (15) days' notice to the Landlord before cancellation shall be delivered to the Landlord within twenty (20) days from the date of the beginning of the term of this lease. As to insurance of the Landlord for roof and structural faults, see paragraph 12(a) above.

14. Fire and Casualty. Partial Destruction of Premises. (a) In the event of a partial destruction or damage of the lease premises, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this lease shall not terminate but the rent for the lease premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinance, labor, material or transportation shortage, or other causes beyond Landlord's reasonable control.

(b) Total Destruction of Business Use. In the event of a destruction or damage of the leased premises including parking area 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 one hundred twenty (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 thirty (30) days after such destruction. Tenant shall surrender possession within thirty (30) days after such notice issues, and each party shall be released from all future obligations hereunder, Tenant paying rental 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, according to its own wishes and needs.

15. Condemnation. (a) Disposition of Awards. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) Date of Lease Termination. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 14(a) above.

16. Termination of Lease and Defaults of Tenant. (a) Termination Upon Expiration or Upon Notice of Default. This Lease shall terminate upon expiration of the demised term; or of this lease expressly and in writing provided for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon by Tenant in accordance with the terms and provision of this lease, this lease may at the option of the Landlord be cancelled and forfeited, **PROVIDED, HOWEVER,** before any such cancellation and forfeited except as provided herein, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period. As an additional optional procedure or as an alternative to the foregoing (and neither exclusive of the other) Landlord may proceed as in paragraph 19, below, provided.

(b) In (a) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

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, covenants or conditions of this lease, and such defaults 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, covenant or condition, or make good such default any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

18. Sign. Landlord shall approve any signs to be placed on said premises.

19. Rights Cumulative. The various rights, power, 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, 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 remedied, unsatisfied or undischarged.

20. Changed to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

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

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

CITY OF GRINNELL, IOWA - Landlord

Date

Dan F. Agnew, Mayor

Date

Annmarie Wingerter, City Clerk

GRINNELL HOUSING AUTHORITY - Tenant

Date

Susan Hiner

RESOLUTION

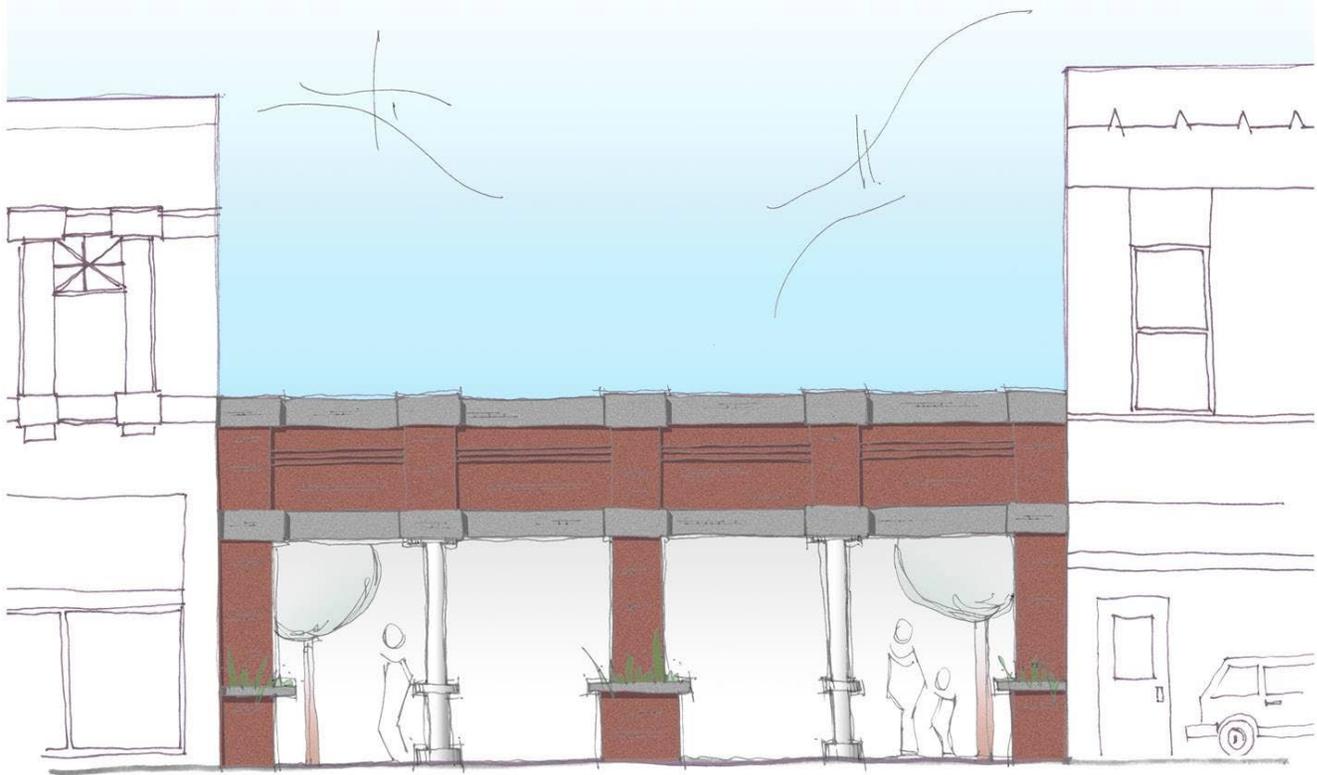
During that special called meeting of the Grinnell Historic Preservation Commission on April 2, 2020, it was duly resolved by unanimous vote of all members that:

1. The Grinnell Historic Preservation Commission approved the proposed design concept for 915 Main Street, presented by Karjalahti Enterprises.

Dated this 8th day of March, 2020 by;



Cheryl Neubert, Chairperson for the
Grinnell Historic Preservation Commission



915 Main Street
Grinnell, Iowa
Courtyard Infill

The Ingenuity Company
Design Sketch • Not to Scale
22 March 2020



RESOLUTION NO. 2020-37

A RESOLUTION TO APPROVE A COOPERATIVE AGREEMENT BETWEEN KARJALAHTI ENTERPRISES/571 POLSON DEVELOPMENTS, LLC AND THE CITY OF GRINNELL.

WHEREAS, the Karjalahti Enterprises and their consultant, 571 Polson Developments, LLC, wish to enter into this agreement for the purpose of the city of Grinnell to sponsor a Community Catalyst Building Remediation Grant application for 915 Main Street; and

WHEREAS, this agreement is designed to authorize Karjalahti Enterprises and their consultant, 571 Polson Developments, LLC, to prepare application materials for the project to be submitted with the city of Grinnell's permission at the appropriate time; and

WHEREAS, the Karjalahti Enterprises and their consultant, 571 Polson Developments, LLC, and the city of Grinnell agree to said cooperative agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the city of Grinnell, Iowa that authorization be given to Mayor Agnew to sign the Cooperative Agreement with Karjalahti Enterprises and their consultant, 571 Polson Developments, LLC.

PASSED AND APPROVED THIS 6th day of April 2020.

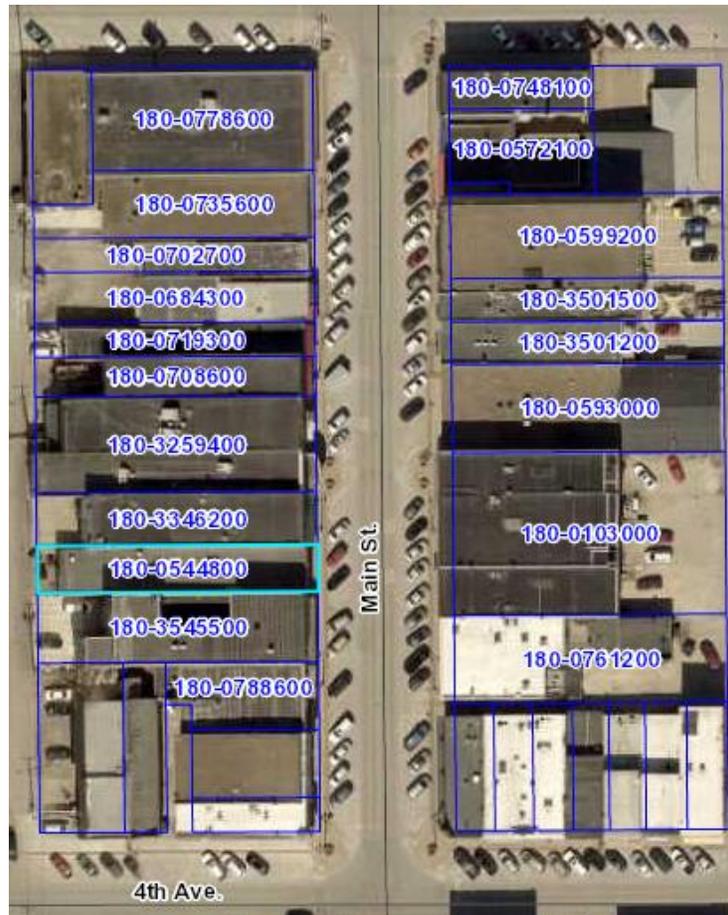
Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

915 Main Street – Proposed Restaurant and Urban Plaza

Request for Iowa Community Catalyst Endorsement



1. The Property

915 Main Street (outlined in light blue) is located in Grinnell's Downtown Historic District, mid-block between 4th and 5th Avenues. The site has a 28' street frontage, is 165' deep, and comprises 4,620 SF of space. It has access both to Main Street (to the East) and the Alley (to the West). Two-storey commercial buildings are located along its North and South flankages.

2. The Building



Until recently, the site was occupied by a one-storey, commercial building, built in 1934. A year ago, the building which housed *La Cabana Restaurant* was destroyed by fire. What remains is a 1950's Addition to the back of the original building. The Addition, approximately 1,600 SF in size, accommodated a commercial kitchen, storage areas, and the building's HVAC systems. The Addition survived the fire virtually intact. The original building has now been cleared, creating a vacant space at Street Front, which is 28' wide and 60' deep, or approximately 1,680 SF in size.

3. Ownership and Tenancy

The property is under a contract to purchase by Karjalahti Enterprises, who intend to bring a new restaurant to the property.

4. Proposed Renovation and Reuse of 915 Main Street

Karjalahti Enterprises intend to renovate the 1950's Addition, restoring the commercial kitchen and creating an indoor dining area that can accommodate approximately 30 customers.

An outdoor plaza will be developed in the now vacant space fronting Main Street. The Plaza could accommodate another 30 - 40 customers in table seating – and many more for special events.

The Plaza would be landscaped in a mixture of pavers and natural elements. An intimate performance stage would be provided along the north side of the plaza.

The Plaza itself will be framed by:

- The renovated 1950's Addition in back,
- The two existing two-storey commercial buildings on either side; and
- An architectural façade-like feature along the street.

The architectural feature, or Frame, will allow for both:

- The continuation of the traditional *building-scape* along the Street; as well as
- A strong sense of definition and entry to the plaza.

The Plaza will contain:

- Festive Lights for evening use;
- A small stage to accommodate live events; and
- Audio-visual equipment to show films.

5. Urban Precedents

Developments of this type are becoming more common in America's Downtown areas. The proposed project at 915 Main Street incorporates three ideas, namely:

- The creation of a small, intimate but active urban plaza that will be well served by its associated restaurant and events programming;
- The celebration of Downtown Grinnell's historic character and charm, by restoring the broken façade pattern along the street; and
- The ideas of *turning adversity into opportunity* and of *telling the story of the fire* through an imaginative reuse of a present-day eyesore.



Examples of urban precedents considered in the formulation of the proposed concept include:



Bacchanal in New Orleans

Bacchanal is a specialty wine store located in New Orleans' Ninth Ward, which offers backyard barbecues presented by celebrity chefs. Bacchanal was featured on the television series, *Treme*.



Silky O'Sullivans in Memphis

Silky O'Sullivans offers barbecues and the blues in a historic old blues bar on Beale Street in Memphis.



Revel Motor Show Plaza in Chicago

The Revel Motor Show is a historic rehabilitation of a former 1920's automobile dealership. It is now being used as a conference, banquet hall, and event center. The outdoor plaza is off the street, surrounded on three sides by historic buildings, and is used for weddings, social events, and small concerts. The compactness of the space provides much of its charm.



Bakalion in Detroit

Bakalion is the Dionisopoulos Family's newest concept on Monroe Street in Greektown. It combines their longstanding restaurant, *The Golden Fleece*, with a Greek bakery and grocery. The sidewalk café, only 20' wide, is its most prominent feature, dramatically activating the street when open for business.



Publico in Atlanta

Publico on Crescent Avenue in Midtown Atlanta is a fusion taqueria which designed their grassy patio with both people and their dogs in mind. Dogs can relax with plenty of water in the soft grass and casually indulge in treats freshly made for them!

Iowa Economic Development Examples

Iowa Economic Development, who administer the Community Catalyst program, have promoted these ideas in their Grant Workshops as a way of dealing with adversity in Iowa's smaller downtowns. The following photos are examples that they have shown on how cities can imaginatively respond to a break in their Downtown street pattern.



Small Urban Plaza on a Summer Evening



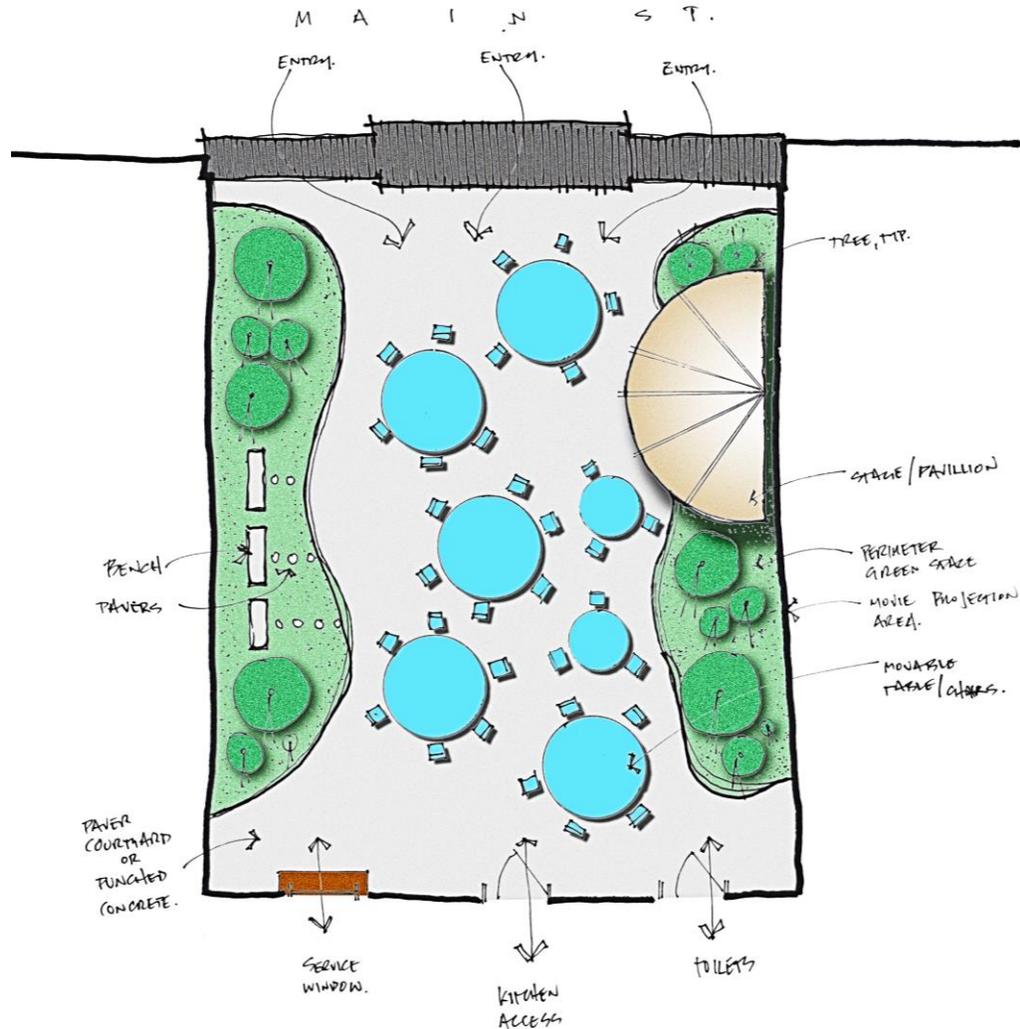
The same plaza in Winter



IEDA Example of Architectural Framing for a Public Walkway

6. Sketches of the Proposed Concept for 915 Main Street

The following sketches of the proposed project have been prepared by Joseph Benesh, Architect and Principal for the Ingenuity Company, a Des Moines-based consulting company.



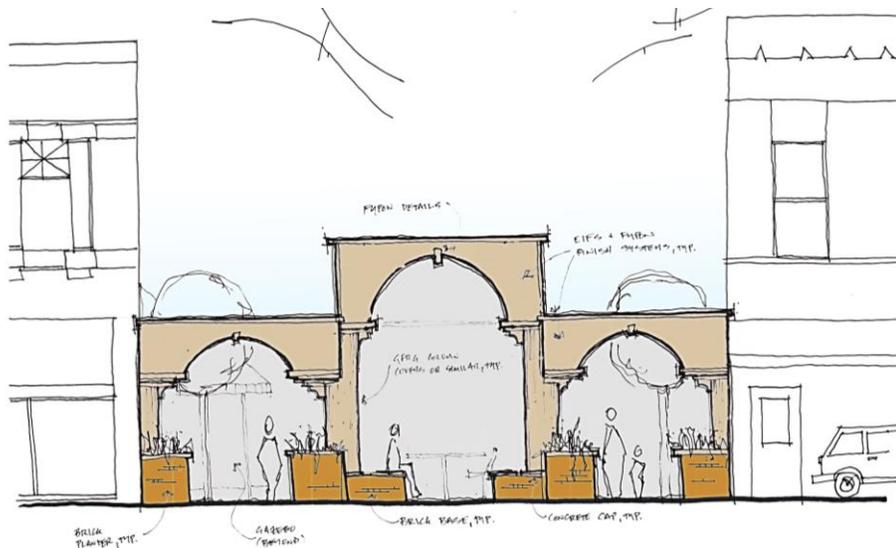
915 Main Street
Grinnell, Iowa
Courtyard Infill

The Ingenuity Company
Design Sketch • Not to Scale
07 February 2020



The site plan contains natural landscaping set against the adjacent buildings, a paved central area that will ordinarily contain tables and chairs, and a small gazebo-like stage on one side of the plaza. The planted area contains grass turf, shrubs, and small ornamental trees. Benches are provided on the grassed area.

The architectural feature (along the street) is shown at the top of the diagram. The commercial building with new entrances is shown at the bottom of the diagram.



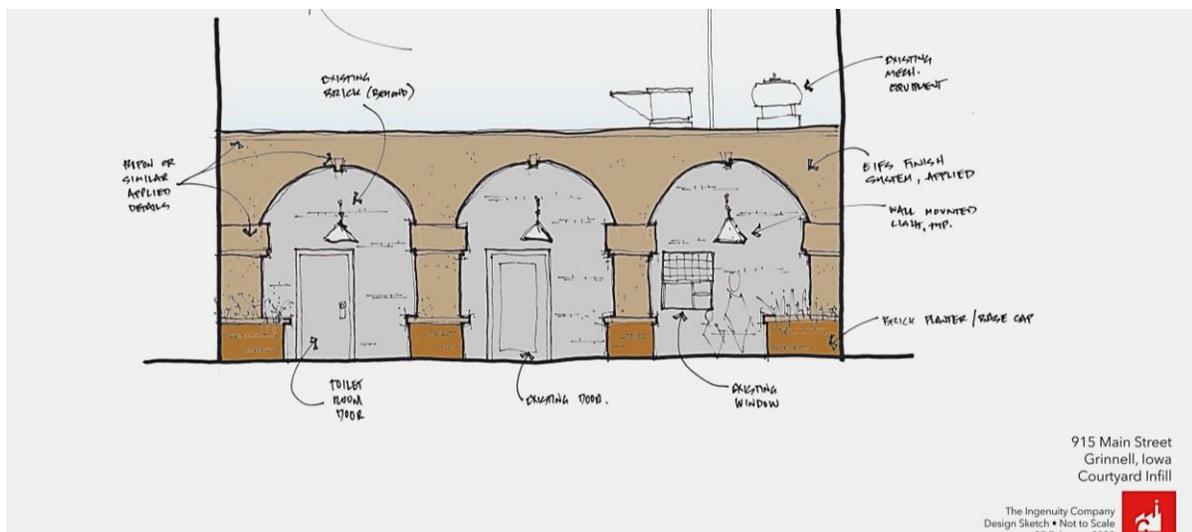
915 Main Street
Grinnell, Iowa
Courtyard Infill

The Ingenuity Company
Design Sketch • Not to Scale
07 February 2020



The Architectural Frame (shown above) implies the presence of a one-storey structure, with a raised entry in the center. The columns are wrapped in Gypsum Fiber Reinforced Concrete (GFRC); while the upper façade work is covered with EIFS.¹

The new commercial building façade (shown below) follows the theme of the Architectural Feature; again, the new materials are GFRC and EIFS. The existing red concrete block façade also shows through. A new exterior door for the washrooms has been added. The existing door and window have been rebuilt.



915 Main Street
Grinnell, Iowa
Courtyard Infill

The Ingenuity Company
Design Sketch • Not to Scale
07 February 2020



¹ Another option considered involves using metal for the Frame, with a much simpler design.

7. Iowa Community Catalyst Building Remediation Grant

A new round of applications for the Community Catalyst grant program is now underway. In November, City Council approved the sponsorship of a Catalyst Grant at 901 Main Street, which was prepared by the author of this report. IEDA rejected that preliminary application because cities may only make one application per year and IEDA had approved an emergency grant for 915 Main Street in Grinnell in response to a prior request submitted earlier in this fiscal year.

With the grant allocation of 915 Main Street already in place, the City of Grinnell need only sponsor a proposal for redevelopment of the property and submit it to IEDA for approval. The period of funding eligibility expires at the end of this fiscal year, i.e. June 30, 2020; so, time is of the essence in terms of seeking IEDA approval.

The \$100,000 grant is to be given to the private developer for the project as a flow-through from the State to the City of Grinnell. Some form of municipal financial sponsorship is also required by IEDA.

8. Proposed Budget

Karjalahti Enterprises, as a non-cash contribution, propose to act as a general contractor – a cash equivalent value for this work is included in the budget on the following page:

Estimated Costs

Land & Building Acquisition	\$ 60,000
Plaza Costs	
Demolition/Excavation/Fill, Strand Excavation	\$ 22,400
Storm Water, German/Strand	\$ 5,000
Utility Connections, German/Strand	\$ 5,000
Hard Landscaping @ \$12/SF, Vantomme Landscaping	\$ 12,000
Natural Landscaping, Vantomme Landscaping	\$ 3,500
Half Gazebo/Stage w/ Electric	\$ 7,500
Total Plaza Costs	\$ 55,400
Building Renovation Costs	
Roofing Repairs, J&M Roofing	\$ 5,000
HVAC, German Plumbing and Heating	\$ 8,500
Electrical, S&S Electric	\$ 2,000
Plumbing, German Plumbing and Heating	\$ 2,500
Exterior Renovations, Grinnell Remodeling	\$ 6,000
Interior Buildout, Grinnell Remodeling	\$ 18,000
Kitchen Renovations, Grinnell Remodeling	\$ 3,200
Design Fees & Permits	\$ 2,000
	\$ 47,200
Urban Frame	\$ 20,000
Subtotal - Hard Costs	\$ 122,600
Hard Cost Contingency @ 8%	\$ 9,808
General Contractor Costs @12%	\$ 15,889
Total Hard Costs	\$ 148,297
Total Costs	\$ 208,297

9. Proposed Funding Sources

Proposed funding sources are shown below:

Iowa Catalyst Grant	\$	100,000
City TIF Contribution	\$	20,000
Karjalahti Cash	\$	72,408
Total Cash Sources	\$	192,408
Karjalahti Non-Cash	\$	15,889
Total Sources	\$	208,297

10. IEDA Review & Request for Municipal Endorsement

The Community Catalyst Building Remediation Grant program is ordinarily competitive. In this case, the Grant is pre-approved but subject to IEDA review and acceptance. If this were a competitive application, the proposed project would score well because it:

- Is situated in a prominent Downtown location;
- Removes a visual eyesore from the street;
- Creates new employment and adds to the property assessment base;
- Replaces a 'lost' restaurant with a new one;
- Adds a uniquely new, urban space to Downtown which is capable of supporting smaller, more intimate, outdoor events; and
- Respects Historic Downtown Grinnell by providing an Architectural Frame along the street front.

As previously stated, some credible form of municipal contribution is required in the application. We are proposing that the same contribution that was approved in principle for 901 Main Street be approved for this development.

This would include the normal commercial property tax abatement offered in Downtown Grinnell and a second contribution, through the Tax Increment Financing Process, of \$20,000, which is roughly equivalent to the estimated costs of providing the Architectural Frame along Main Street.

It is, therefore, requested that the City of Grinnell:

1. Sponsor the proposed development at 915 Main Street as described in this report for application to the Iowa Community Catalyst Building Remediation grant program;
2. Authorize Karjalahti Enterprises and their consultant, 571 Polson Developments LLC, to prepare application materials for the project to be submitted with the City's permission as soon as possible;
3. Authorize Mayor Agnew to sign the Cooperative Agreement with Karjalahti Enterprises; and
4. Approve in principal the use of commercial property tax abatement and tax increment financing as described in this report in support of the project.

Respectfully Submitted



Glenn Lyons, MCIP
571 Polson Developments LLC

RESOLUTION NO. 2020-38

RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$27,256.28 FOR THE IMPROVEMENTS MADE BY DARALEE, LLC IN ACCORDANCE WITH DEVELOPMENT AGREEMENT

WHEREAS, the City of Grinnell is committed to the promotion of economic development opportunities; and

WHEREAS, Daralee, LLC has made enhancements to the property located at 635 Lang Creek Ave per the development agreement; and

WHEREAS, City Council did approve the development agreement with Blue Stone Properties, LLC on the 29th day of November 2012 by resolution which was transferred to Daralee, LLC; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

WHEREAS, the City of Grinnell will monitor the impacts of the COVID-19 event and establish a course of action for future payments. Daralee, LLC should not expect payment early in 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$27,256.28 for improvements made to Daralee, LLC.

Passed and adopted this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annamarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-39

**RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$3,719.35
FOR THE IMPROVEMENTS MADE BY AJP ENTERPRISES, LLC IN
ACCORDANCE WITH DEVELOPMENT AGREEMENT**

WHEREAS, the City of Grinnell is committed to the promotion of economic development opportunities; and

WHEREAS, AJP Enterprises, LLC has made enhancements to the property at 923 Main Street per the development agreement; and

WHEREAS, City Council did approve the development agreement with AJP Enterprises, LLC on the 30th day of January, 2018 by resolution; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

WHEREAS, the City of Grinnell will monitor the impacts of the COVID-19 event and establish a course of action for future payments. AJP Enterprises, LLC should not expect payment early in 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$3,719.35 for improvements made to AJP Enterprises, LLC.

Passed and adopted this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-40

**RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$154,453.43
FOR THE IMPROVEMENTS MADE BY KEY COOPERATIVE IN
ACCORDANCE WITH DEVELOPMENT AGREEMENT**

WHEREAS, the City of Grinnell is committed to the promotion of economic development opportunities; and

WHEREAS, Key Cooperative has made enhancements to the property located at 1128 Pinder Ave per the development agreement; and

WHEREAS, City Council did approve the development agreement with Key Cooperative on the 24th day of August 2014 by resolution; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

WHEREAS, the City of Grinnell will monitor the impacts of the COVID-19 event and establish a course of action for future payments. Key Cooperative should not expect payment early in 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$154,453.43 for improvements made to Key Cooperative.

Passed and adopted this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-41

RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$136,200.92 FOR THE IMPROVEMENTS MADE BY GRINNELL CENTER, LLC IN ACCORDANCE WITH DEVELOPMENT AGREEMENT

WHEREAS, the City of Grinnell is committed to the promotion of economic development opportunities; and

WHEREAS, Grinnell Center, LLC has made enhancements to the property known as Hotel Grinnell located at 925 Park Street per the development agreement; and

WHEREAS, City Council did approve the development agreement with Grinnell Center, LLC on the 6th day of September, 2016 by resolution; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

WHEREAS, the City of Grinnell understands that Grinnell Center, LLC may currently be in non-compliance with the provisions of the Development Agreement (Section 6.6 Employment, Section 6.8 Terms of Operation, Section 6.12 Minimum Revenue Generated by Meals, etc.); and

WHEREAS, the City of Grinnell will monitor the impacts of the COVID-19 event and establish a course of action for future payments. Grinnell Center, LLC should not expect payment early in 2021, nor should they expect leniency for any future events of default due to the City of Grinnell's actions now; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April, 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$136,200.92 for improvements made to Grinnell Center, LLC.

Passed and adopted this 6th day of April, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-42

RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$40,197.00 FOR THE IMPROVEMENTS MADE BY CASEY'S MARKETING COMPANY IN ACCORDANCE WITH DEVELOPMENT AGREEMENT

WHEREAS, the City of Grinnell is committed to the promotion of economic development opportunities; and

WHEREAS, Casey's Marketing Company has made enhancements to the property located at 635 Lang Creek Ave per the development agreement; and

WHEREAS, City Council did approve the development agreement with Casey's Marketing on the 6th day of March 2017 by resolution; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

WHEREAS, the City of Grinnell will monitor the impacts of the COVID-19 event and establish a course of action for future payments. Casey's Marketing Company should not expect payment early in 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$40,197.00 for improvements made to Casey's Marketing Company.

Passed and adopted this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-43

**RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$30,000.00
FOR THE IMPROVEMENTS MADE BY SEAJAE PROPERTIES, LLC IN
ACCORDANCE WITH FORGIVABLE LOAN AGREEMENT**

WHEREAS, the City of Grinnell is committed to the promotion of economic forgivable loan opportunities; and

WHEREAS, SEAJAE Properties LLC has made enhancements to the property known as Hometown Heroes Sports Grill LLC located at 908 Main Street per the forgivable loan agreement; and

WHEREAS, City Council did approve the forgivable loan agreement with SEAJAE Properties LLC on the 14th day of November, 2019 by resolution; and

WHEREAS, the City of Grinnell desires to attempt to help businesses during the tough conditions created by the COVID-19 event and the hardships they are experiencing as a result of actions taken by the United States and State of Iowa governments; and

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April, 2020, that the City Clerk is hereby authorized and directed to make the payment in the amount of \$30,000.00 for improvements made to SEAJAE Properties LLC.

Passed and adopted this 6th day of April, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-44

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 - \$ 51,039.12

TO FUND:

003-3.410.3.4790 GENERAL LIBRARY - \$ 51,039.12

PURPOSE OF TRANSFERS

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

PASSED AND APPROVED this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-45

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	\$ 10,613.60
610 WATER	Monthly Transfer	1,277.80
620 SEWER	Monthly Transfer	1,236.01
630 STORM WATER	Monthly Transfer	178.23
670 SOLID WASTE	Monthly Transfer	1,057.74
		\$ 14,363.38

TO:

138 MEDICAL INSURANCE RESERVE	\$14,229.42
140 HEALTH INSURANCE ESCROW	133.96
	\$14,363.38

PURPOSE OF TRANSFERS

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

PASSED AND APPROVED this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-46

RESOLUTION TO TRANSFER FUNDS PER BUDGET

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

The following monthly transfer is hereby authorized:

FROM:

010 BUILDING & PLANNING	Transfer Per Budget	\$ 63,000.00
011 UTILITY FRANCHISE	Transfer Per Budget	256,712.00
110 ROAD USE TAX	Transfer Per Budget	269,625.00
121 LOCAL OPTION SALES TAX	Transfer Per Budget	1,007,096.00
125 TIF	Transfer Per Budget	2,279,290.00
136 INSURANCE DEDUCTIBLE	Transfer Per Budget	2,000.00
145 HOTEL/MOTEL TAX	Transfer Per Budget	162,500.00
200 DEBT SERVICE	Transfer Per Budget	190,000.00
610 WATER	Transfer Per Budget	134,825.00
620 SEWER	Transfer Per Budget	66,000.00
630 STORM WATER	Transfer Per Budget	60,000.00
670 SOLID WASTE	Transfer Per Budget	159,000.00
		\$4,650,048.00

TO:

001 GENERAL	\$ 225,842.00
004 CITY HALL	39,000.00
009 SPORTS AUTHORITY	25,000.00
104 WELLNESS	2,000.00
121 LOCAL OPTION SALES TAX	75,140.00
200 DEBT SERVICE	2,535,336.00
302 EAST STREET PROJECT	430,000.00
307 10TH AVENUE PROJECT	38,217.00
309 GMRC RISE PROJECT	5,013.00
315 CAPITAL LOAN NOTES FY19-20	190,000.00
316 INDOOR ACTIVITY CENTER PROJECT	50,000.00
350 AIRPORT PROJECTS	522,500.00
372 BIKE TRAIL PROJECTS	50,000.00
376 CENTRAL BUSINESS DISTRICT PROJECTS	158,000.00
377 16TH AVE CULVERT PROJECT	55,000.00
491 STREET EQUIPMENT	90,000.00
494 SANITATION EQUIPMENT	159,000.00
	\$4,650,048.00

PURPOSE OF TRANSFERS

To transfer funds where needed, as budgeted for FY20.

PASSED AND APPROVED this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annamarie Wingerter, City Clerk/Finance Director



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, APRIL 6, 2020 AT 4:45 P.M.
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/189144915>

Or iPhone one-tap :

US: +16468769923,,189144915# or +13126266799,,189144915#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 876 9923 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Meeting ID: 189 144 915

International numbers available: <https://skccom.zoom.us/u/abwyWtdePA>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 189 144 915

SIP: 189144915@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70189 144 915

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/189144915>

TENTATIVE AGENDA

ROLL CALL: Hueftle-Worley (Chair), Wray, Gaard.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider resolution accepting bids and authorizing the award of contract for the 16th Avenue Culvert Replacement project (See Resolution No. 2020-47).
2. Consider resolution authorizing payment of contractor's pay request No. 25 in the amount of \$174,266.87 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-48).
3. Consider resolution authorizing payment of contractor's pay request No. 26 in the amount of \$119,613.99 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-49).
4. Consider resolution authorizing payment of contractor's pay request No. 14 in the amount of \$2,775.00 for the East Street Reconstruction Project (See Res No. 2020-50).
5. Consider resolution approving professional services agreement with Veenstra & Kimm for the Water Main Replacement Project (See Resolution No. 2020-51).
6. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8th Avenue Repair (Park Street to East Street) Project (See Resolution No. 2020-52).
7. Consider resolution approving professional services agreement with Veenstra & Kimm for the 8th Avenue Repair (West Street to Park Street) Project (See Resolution No. 2020-53).

8. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (6th Avenue to south of 9th Avenue) Overlay Project (See Resolution No. 2020-54).
9. Consider resolution approving professional services agreement with Veenstra & Kimm for the Park Street (1st Avenue to RR) Project (See Resolution No. 2020-55).
10. Consider resolution approving professional services agreement with Veenstra & Kimm for the Reed Street (1st Avenue to 6th Avenue) Project (See Resolution No. 2020-56).
11. Consider resolution approving professional services agreement with Veenstra & Kimm for the Sewer Lining and Manhole Rehabilitation Project (See Resolution No. 2020-57).
12. Consider resolution approving professional services agreement with Veenstra & Kimm for the Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) Project (See Resolution No. 2020-58).
13. Consider resolution accepting work on the CBD 2019 Maintenance Project for a total of \$192,340.00 and paying the retainage of \$9,617 (See Resolution No. 2020-59).
14. Discuss delaying park openings until at least May 1st.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-47

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 16TH AVENUE BOX CULVERT PROJECT FOR THE CITY OF GRINNELL, IOWA

WHEREAS notice to bidders has been duly given as required by law for the 16th Avenue Box Culvert Project for the City of Grinnell, as described in the plans and specifications; and

WHEREAS the bid from Peterson Contractors Inc. of Reinbeck, Iowa is determined to be the lowest responsive and responsible bid for the designated public improvement; and

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

Section 1. That the bid from Peterson Contractors Inc. of Reinbeck, Iowa is hereby accepted for the Precast Option for the 16th Avenue Box Culvert Project as described in the plans and specifications, as previously ordered by the Council, and that the contract for the construction is now awarded to said contractor in the amount of two hundred fifty-one thousand one hundred seventy-five and 25/100 dollars (\$251,175.25).

Section 2. The Mayor and City Clerk of the City of Grinnell, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred.

Passed this 6th day of April, 2020, and signed this 6th day of April, 2020.

By: _____
Mayor

Attest: _____
City Clerk



April 1, 2020

Russ Behrens
City Manager
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
16th AVENUE BOX CULVERT
REVIEW OF BIDS
RECOMMENDATION TO AWARD CONTACT

The City of Grinnell received bids until 2:00 P.M. until March 31, 2020 for the 16th Avenue Box Culvert project. A total of four bids were received. The bids received as corrected for an arithmetic error is as follows:

<u>Contractor</u>	<u>Total Bid</u>
PCI, Precast option.	\$251,175.25
Shekar Engineering, Precast option	\$366,310.58
Mainline Construction, Precast option	\$485,761.85
Shekar Engineering, Cast in Place	\$377,760.88

The apparent low bid was submitted by PCI of Reinbeck, Iowa in the amount of \$251,175.25.

The engineer's estimate of cost for construction of the project was \$393,000. The low bid by PCI was 36% below the engineer's estimate of cost. The other bids were either just below or well above the estimate.

If the City of Grinnell wishes to move forward with the project, Veenstra & Kimm, Inc. would recommend the contract be awarded to PCI of Reinbeck.

Russ Behrens
April 1, 2020
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000, or at groth@v-k.net.

VEENSTRA & KIMM, INC.



Greg Roth

GJR:paj

288149

Enclosure

Cc: Ann Wingerter – w/enclosure
Jan Anderson – w/enclosure

**BID TABULATION
GRINNELL, IOWA
16TH AVENUE CULVERT REPLACEMENT PROJECT**

Shekar Engineering, P.L.C.
2600 MLK Jr. Parkway
Suite 200
Des Moines, Iowa 50310

1. Construct 16th Avenue Culvert Replacement for the following unit and lump sum prices

BASE BID: CAST-IN-PLACE

ITEM NO.	ITEM CODE	ITEM	UNIT	BASE BID QUANTITY	UNIT PRICE	EXTENDED PRICE			
1	2102-0425071	SPECIAL BACKFILL	CY	82.5	\$ 34.15	\$ 2,817.38			
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	185	\$ 15.00	\$ 2,775.00			
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	289	\$ 12.00	\$ 3,468.00			
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	236	\$ 80.00	\$ 18,880.00			
5	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	11	\$ 150.00	\$ 1,650.00			
6	2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	100	\$ 55.00	\$ 5,500.00			
7	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	30	\$ 39.15	\$ 1,174.50			
8	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	1.1	\$ 2,000.00	\$ 2,200.00			
9	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	146.7	\$ 138.00	\$ 20,244.60			
10	2402-0425040	FLOODED BACKFILL	CY	61	\$ 38.10	\$ 2,324.10			
11	2402-2720000	EXCAVATION, CLASS 20	CY	442	\$ 15.00	\$ 6,630.00			
12	2403-0100020	STRUCTURAL CONCRETE (RCB CULVERT)	CY	87	\$ 850.00	\$ 73,780.00			
13	2404-7775000	REINFORCING STEEL	LB	15,026	\$ 1.55	\$ 23,290.30			
14	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1	\$ 950.00	\$ 950.00			
15	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$ 4,500.00	\$ 4,500.00			
16	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	18	\$ 150.00	\$ 2,700.00			
17	2504-0116012	SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	LF	40	\$ 125.00	\$ 5,000.00			
18	2506-4984000	FLOWABLE MORTAR	CY	17.3	\$ 150.00	\$ 2,595.00			
19	2507-3250005	ENGINEERING FABRIC	SY	832	\$ 5.00	\$ 4,160.00			
20	2507-6800061	REVTMENT, CLASS E	TON	665	\$ 62.80	\$ 41,762.00			
21	2510-6745850	REMOVAL OF PAVEMENT	SY	134.5	\$ 20.00	\$ 2,690.00			
22	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	30.6	\$ 60.00	\$ 1,836.00			
23	2518-6910000	SAFETY CLOSURE	EACH	4	\$ 165.00	\$ 660.00			
24	2519-1002072	FENCE, CHAIN LINK, 72 IN. HEIGHT	LF	43	\$ 105.00	\$ 4,515.00			
25	2519-3300600	FENCE, SAFETY	LF	320	\$ 3.30	\$ 1,056.00			
26	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 8,525.00	\$ 8,525.00			
27	2533-4980005	MOBILIZATION	LS	1	\$80,000.00	\$ 80,000.00			
28	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	120	\$ 120.00	\$ 14,400.00			
29	2599-9999010	DAM BREACH AND RESTORATION	LS	1	\$15,000.00	\$ 15,000.00			
30	2599-9999010	RETAINING WALL REMOVALS	LS	1	\$15,000.00	\$ 15,000.00			
31	2601-2634100	MULCHING	ACRE	1.2	\$ 2,062.50	\$ 2,475.00			
32	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.2	\$ 2,062.50	\$ 2,475.00			
33	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	310	\$ 6.60	\$ 2,046.00			
34	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	310	\$ 2.20	\$ 682.00			
				TOTAL BASE BID					
				(Items 1-34)		\$377,760.88			

**BID TABULATION
GRINNELL, IOWA
16TH AVENUE CULVERT REPLACEMENT PROJECT**

1. Construct 16th Avenue Culvert Replacement for the following unit and lump sum prices

Peterson Contractors Inc.
104 Black Hawk Street
Reinbeck, Iowa 50669

Shekar Engineering, P.L.C.
2600 MLK Jr. Parkway
Suite 200
Des Moines, Iowa 50310

Mainline Construction, Inc.
902 Second Street NE
Bondurant, Iowa 50035

ALTERNATE BID: PRECAST

ITEM NO.	ITEM CODE	ITEM	UNIT	BASE BID QUANTITY	Peterson Contractors Inc.		Shekar Engineering, P.L.C.		Mainline Construction, Inc.	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2102-0425071	SPECIAL BACKFILL	CY	82.5	\$ 53.50	\$ 4,413.75	\$ 34.15	\$ 2,817.38	\$ 365.00	\$ 30,112.50
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	185	\$ 11.00	\$ 2,035.00	\$ 15.00	\$ 2,775.00	\$ 120.00	\$ 22,200.00
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	289	\$ 10.00	\$ 2,890.00	\$ 12.00	\$ 3,468.00	\$ 65.00	\$ 18,785.00
4	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	236	\$ 30.00	\$ 7,080.00	\$ 80.00	\$ 18,880.00	\$ 86.00	\$ 20,296.00
5	2107-0425020	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	11	\$ 57.00	\$ 627.00	\$ 150.00	\$ 1,650.00	\$ 58.00	\$ 638.00
6	2107-0875100	COMPACTION WITH MOISTURE CONTROL	CY	100	\$ 23.50	\$ 2,350.00	\$ 55.00	\$ 5,500.00	\$ 140.00	\$ 14,000.00
7	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	30	\$ 37.75	\$ 1,132.50	\$ 39.15	\$ 1,174.50	\$ 65.00	\$ 1,950.00
8	2123-7450000	SHOULDER CONSTRUCTION, EARTH	STA	1.1	\$ 600.00	\$ 660.00	\$ 2,000.00	\$ 2,200.00	\$12,400.00	\$ 13,640.00
9	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	146.7	\$ 125.00	\$ 18,337.50	\$ 138.00	\$ 20,244.60	\$ 168.00	\$ 24,645.60
10	2402-0425040	FLOODED BACKFILL	CY	61	\$ 53.75	\$ 3,278.75	\$ 38.10	\$ 2,324.10	\$ 155.00	\$ 9,455.00
11	2402-2720000	EXCAVATION, CLASS 20	CY	442	\$ 11.25	\$ 4,972.50	\$ 15.00	\$ 6,630.00	\$ 12.00	\$ 5,304.00
12	2415-2111005	PRECAST CONCRETE BOX CULVERT, 10 FT. X 5 FT.	LF	57	\$ 750.00	\$ 42,750.00	\$ 1,160.00	\$ 66,120.00	\$ 1,345.00	\$ 76,665.00
13	2415-2201005	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 5 FT.	EACH	2	\$12,000.00	\$ 24,000.00	\$ 9,750.00	\$ 19,500.00	\$12,000.00	\$ 24,000.00
14	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1	\$ 2,250.00	\$ 2,250.00	\$ 950.00	\$ 950.00	\$ 2,900.00	\$ 2,900.00
15	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	1	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,460.00	\$ 3,460.00
16	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	18	\$ 100.00	\$ 1,800.00	\$ 150.00	\$ 2,700.00	\$ 195.00	\$ 3,510.00
17	2504-0116012	SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DI P), 12 IN.	LF	40	\$ 250.00	\$ 10,000.00	\$ 125.00	\$ 5,000.00	\$ 388.00	\$ 15,520.00
18	2506-4984000	FLOWABLE MORTAR	CY	17.3	\$ 215.00	\$ 3,719.50	\$ 150.00	\$ 2,595.00	\$ 242.00	\$ 4,186.60
19	2507-3250005	ENGINEERING FABRIC	SY	832	\$ 3.75	\$ 3,120.00	\$ 5.00	\$ 4,160.00	\$ 10.00	\$ 8,320.00
20	2507-6800061	REVTMENT, CLASS E	TON	665	\$ 48.00	\$ 31,920.00	\$ 62.80	\$ 41,762.00	\$ 62.00	\$ 41,230.00
21	2510-6745850	REMOVAL OF PAVEMENT	SY	134.5	\$ 15.50	\$ 2,084.75	\$ 20.00	\$ 2,690.00	\$ 93.00	\$ 12,508.50
22	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	30.6	\$ 70.00	\$ 2,142.00	\$ 60.00	\$ 1,836.00	\$ 152.25	\$ 4,658.85
23	2518-6910000	SAFETY CLOSURE	EACH	4	\$ 100.00	\$ 400.00	\$ 165.00	\$ 660.00	\$ 157.50	\$ 630.00
24	2519-1002072	FENCE, CHAIN LINK, 72 IN. HEIGHT	LF	43	\$ 124.00	\$ 5,332.00	\$ 105.00	\$ 4,515.00	\$ 100.00	\$ 4,300.00
25	2519-3300600	FENCE, SAFETY	LF	320	\$ 5.00	\$ 1,600.00	\$ 3.30	\$ 1,056.00	\$ 3.15	\$ 1,008.00
26	2528-8445110	TRAFFIC CONTROL	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 8,525.00	\$ 8,525.00	\$ 8,137.50	\$ 8,137.50
27	2533-4980005	MOBILIZATION	LS	1	\$28,000.00	\$ 28,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00
28	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	120	\$ 115.00	\$ 13,800.00	\$ 120.00	\$ 14,400.00	\$ 180.00	\$ 21,600.00
29	2599-9999010	DAM BREACH AND RESTORATION	LS	1	\$12,000.00	\$ 12,000.00	\$15,000.00	\$ 15,000.00	\$ 3,900.00	\$ 3,900.00
30	2599-9999010	RETAINING WALL REMOVALS	LS	1	\$ 1,500.00	\$ 1,500.00	\$15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00
31	2601-2634100	MULCHING	ACRE	1.2	\$ 1,875.00	\$ 2,250.00	\$ 2,062.50	\$ 2,475.00	\$ 1,837.50	\$ 2,205.00
32	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.2	\$ 1,875.00	\$ 2,250.00	\$ 2,062.50	\$ 2,475.00	\$ 2,625.00	\$ 3,150.00
33	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	310	\$ 6.00	\$ 1,860.00	\$ 6.60	\$ 2,046.00	\$ 1.68	\$ 520.80
34	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	310	\$ 2.00	\$ 620.00	\$ 2.20	\$ 682.00	\$ 1.05	\$ 325.50

TOTAL BASE BID (Items 1-34)	\$251,175.25	\$366,310.58	\$486,261.85 \$485,761.85
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I hereby certify that this is a true tabulation of bids received on March 31, 2020 by the City of Grinnell, Iowa.

Gregory J. Roth
Gregory J. Roth, P.E.
Iowa License No. 11456
My license renewal date is December 31, 2020



RESOLUTION NO. 2020-48

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 25 IN THE AMOUNT OF \$174,266.87 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. 25 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. 25; 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 \$174,266.87 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 6th day of April 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)

February 21, 2020

Ann Wingerter
City of Grinnell
520 Fourth Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
PARTIAL PAYMENT NO. 25

Enclosed are three signed copies of Partial Payment No. 25 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 \$174,266.87.

Partial Payment No. 25 is primarily for earthwork and work on the Sludge Pump Station for the Final Clarifiers.

Please execute all copies of Partial Payment No. 25 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)



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. 25

Date: **February 21, 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	94%	\$187,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	98%	\$649,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	90%	\$90,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	96%	\$1,170,000.00
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%	\$1,198,091.81
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	99.9%	\$891,500.00
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	28%	\$20,000.00
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	97%	\$14,500.00
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	95%	\$18,000.00
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	96%	\$12,500.00
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	99%	\$59,500.00
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	75%	\$4,500.00
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	95%	\$62,000.00
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	80%	\$39,000.00
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	95%	\$52,000.00
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		\$12,609,589.81

Materials Stored Summary

	Number of Units	Unit Price	Extended Cost
11.07 Submersible Pumps			\$59,487.00
11.08 Sludge Mixing Equipment & FRP Building			\$95,957.00
9.2 Flooring & Ceramic Tile			\$10,220.00
Total			\$165,664.00

SUMMARY

		Contract Price	Value Completed
	Original Contract Price	\$13,574,000.00	\$12,609,589.81
Approved Change Order (list each)	No. 1	\$23,392.18	\$23,393.18
	No.2	\$26,210.56	\$26,210.56
	No. 3	\$20,258.25	\$20,258.75
	No. 4	\$78,588.43	\$43,218.81
	No. 5		
	No. 6		
	Revised Contract Price	\$13,722,449.42	\$12,722,671.11
		Materials Stored	\$165,664.00
		Value of Completed Work and Materials Stored	\$12,888,335.11
		Less Retained Percentage (5%)	\$644,416.76
		Net Amount Due This Estimate	\$12,243,918.35

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	
		No. 24	\$118,275.00	
			Total Previously Approved	\$12,069,651.49
Percent Complete	94%	Amount Due This Estimate		\$174,266.87

The amount \$174,266.87 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 3-3-2020	Date 3-3-2020	Date

V&K Job No. 288117

RESOLUTION NO. 2020-49

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 26 IN THE AMOUNT OF \$119,613.99 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. 26 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. 26; 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 \$119,613.99 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 6th day of April 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)

March 24, 2020

Ann Wingerter
City of Grinnell
520 Fourth Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
PARTIAL PAYMENT NO. 26

Enclosed is an electronic copy of Partial Payment No. 26 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 \$119,613.99.

Partial Payment No. 26 is primarily for earthwork and work on the Sludge Pump Station for the Final Clarifiers.

Please execute all copies of Partial Payment No. 26 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 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. 26

Date: **March 24, 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	2/21/2020 - 3/24/2020

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	95%	\$190,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	98%	\$655,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	90%	\$90,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	97%	\$1,182,000.00
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%	\$1,198,091.81
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	99.9%	\$891,500.00
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	85%	\$60,000.00
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	97%	\$14,500.00
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	95%	\$41,000.00
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	95%	\$18,000.00
9.1	Painting	LS	xxxxx	xxxxx	\$ 180,000.00	64%	\$115,000.00
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00	9%	\$5,000.00
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00	96%	\$12,500.00
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	100%	\$50,000.00
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	89%	\$40,000.00
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	99%	\$348,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	99%	\$148,000.00
15.3	Mech.- Plumbing/HVAC - General Condit	LS	xxxxx	xxxxx	\$ 60,000.00	99%	\$59,500.00
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	100%	\$1,500.00
15.6	Plumbing - #55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 6,000.00	75%	\$4,500.00
15.7	Plumbing - #65 Digester Bldg.	LS	xxxxx	xxxxx	\$ 5,000.00	100%	\$5,000.00
15.8	Plumbing - #90 Admin Bldg.	LS	xxxxx	xxxxx	\$ 65,000.00	96%	\$62,500.00
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	96%	\$47,000.00
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	95%	\$52,500.00
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		\$12,708,589.81

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	
		No. 24	\$118,275.00	
No. 24	\$174,266.87			
			Total Previously Approved	\$12,243,918.35
Percent Complete	95%	Amount Due This Estimate		\$119,613.99

The amount \$119,613.99 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 3-25-2020	Date 3/24/2020	Date

V&K Job No. 288117

RESOLUTION NO. 2020-50

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 14 IN THE AMOUNT OF \$2,775.00 FOR WORK COMPLETED ON THE EAST STREET RECONSTRUCTION PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Manatts, Inc of Brooklyn, Iowa on February 9, 2018 for the East Street Reconstruction Project; and

WHEREAS, Pay Estimate No. 14 has been initiated by the City of Grinnell and Manatts, Inc of Brooklyn, Iowa; and

WHEREAS, the Project Engineer has verified completion of the project in accordance with the terms of the contract and recommends approval of Pay Estimate No. 14; 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 to Manatts Inc of Brooklyn, Iowa in the amount of \$2,775.00 for the East Street Reconstruction Project.

Passed and adopted this 6th day of April 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:
Type of Work: **HMA Pavement - Replace**
Date of This Est.: 3/26/2020
Estimate No.: 14
Sheet No.: 5 Total

Payable To: Manatts Inc.
Address: Brooklyn, Iowa

Contract No.: **79-3127-629**
County: **Poweshiek**
Project No.: **STP-U-3127(629)--70-79**
Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
1	2101-0850002	CLEARING AND GRUBBING	UNIT	\$ 14.00	83.00	83.00	1,162.00	1,162.00	100.00%
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$ 11.85	2314.90	2377.43	27,431.57	28,172.55	102.70%
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	\$ 16.10	471.50	471.50	7,591.15	7,591.15	100.00%
4	2107-0875000	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	\$ 13.25	2314.90	2314.90	30,672.43	30,672.43	100.00%
5	2115-0100000	MODIFIED SUBBASE	CY	\$ 35.00	2314.90	2679.09	81,021.50	93,768.15	115.73%
6	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	\$ 2,500.00	0.20	0.20	500.00	500.00	100.00%
7	2212-5070310	PATCHES, FULL-DEPTH REPAIR	SY	\$ 80.00	364.50	58.40	29,160.00	4,672.00	16.02%
8	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	\$ 200.00	8.00	3.00	1,600.00	600.00	37.50%
9	2214-5145150	PAVEMENT SCARIFICATION	SY	\$ 4.75	3678.50	3678.50	17,472.88	17,472.88	100.00%
10	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8	SY	\$ 65.00	495.30	1749.61	32,194.50	113,724.65	353.24%
11	2301-1033100	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY,	SY	\$ 70.00	285.20	407.17	19,964.00	28,501.90	142.77%
12	2301-6911722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	\$ 750.00	1.00	1.00	750.00	750.00	100.00%
13	2303-1131500	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 1/2 IN. MIX	SY	\$ 21.00	13008.50	12640.47	273,178.50	265,449.87	97.17%
14	2303-1132500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE 1/2 IN. MIX	SY	\$ 18.85	13008.50	12640.47	245,210.23	238,272.86	97.17%
15	2303-1133500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION	SY	\$ 13.05	18555.20	18057.87	242,145.36	235,655.20	97.32%
16	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	TON		375.70				
17	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	LS	\$ 6,000.00	1.00	1.00	6,000.00	6,000.00	100.00%
18	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	\$ 23.80	45.00		1,071.00		
19	2401-6745910	REMOVAL OF SIGN	EACH	\$ 150.00	2.00	4.00	300.00	600.00	200.00%
20	2402-0425031	GRANULAR BACKFILL	TON	\$ 19.85	4400.00	5007.36	87,340.00	99,396.10	113.80%
21	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EACH	\$ 1,070.00	2.00	2.00	2,140.00	2,140.00	100.00%
22	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EACH	\$ 4,075.00	17.00	17.00	69,275.00	69,275.00	100.00%
23	2435-0140200	MANHOLE, STORM SEWER, SW-402	EACH	\$ 3,715.00	2.00	2.00	7,430.00	7,430.00	100.00%
24	2435-0250100	INTAKE, SW-501	EACH	\$ 2,440.00	1.00		2,440.00		
25	2435-0254100	INTAKE, SW-541	EACH	\$ 6,220.00	1.00	1.00	6,220.00	6,220.00	100.00%
26	2435-0254200	INTAKE EXTENSION UNIT, SW-542	EACH	\$ 3,390.00	1.00	1.00	3,390.00	3,390.00	100.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:
Type of Work: **HMA Pavement - Replace**
Date of This Est.: 3/26/2020
Estimate No.: 14
Sheet No.: 5 Total

Payable To: Manatts Inc.
Address: Brooklyn, Iowa

Contract No.: **79-3127-629**
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Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
27	2435-0400000	DROP CONNECTION, SW-307	EACH	\$ 3,985.00	3.00	4.00	11,955.00	15,940.00	133.33%
28	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	\$ 785.00	3.00	43.00	2,355.00	33,755.00	1433.33%
29	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	\$ 2,060.00	8.00	10.00	16,480.00	20,600.00	125.00%
30	2435-0700020	CONNECTION TO EXISTING INTAKE	EACH	\$ 2,075.00	1.00	1.00	2,075.00	2,075.00	100.00%
31	2502-8212204	SUBDRAIN, PERFORATED PLASTIC PIPE, 4 IN. DIA.	LF	\$ 9.70	8522.00	8522.00	82,663.40	82,663.40	100.00%
32	2502-8221303	SUBDRAIN OUTLET, DR-303	EACH	\$ 325.00	18.00	18.00	5,850.00	5,850.00	100.00%
33	2503-0114215	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	LF	\$ 37.00	24.00	30.00	888.00	1,110.00	125.00%
34	2503-0114218	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	\$ 41.50	77.00	85.00	3,195.50	3,527.50	110.39%
35	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	\$ 175.00	24.00	24.00	4,200.00	4,200.00	100.00%
36	2503-0200036	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	\$ 13.00	237.00	237.00	3,081.00	3,081.00	100.00%
37	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 68.50	223.20	248.00	15,289.20	16,988.00	111.11%
38	2504-0114021	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 21 IN.	LF	\$ 258.00	10.00	12.00	2,580.00	3,096.00	120.00%
39	2510-6745850	REMOVAL OF PAVEMENT	SY	\$ 7.15	13906.80	13971.51	99,433.62	99,896.30	100.47%
40	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	\$ 600.00	24.00	24.00	14,400.00	14,400.00	100.00%
41	2511-6745900	REMOVAL OF SIDEWALK	SY	\$ 5.50	773.60	773.60	4,254.80	4,254.80	100.00%
42	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	\$ 40.00	872.50	1167.12	34,900.00	46,684.80	133.77%
43	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	\$ 60.00	390.30	446.60	23,418.00	26,796.00	114.42%
44	2511-7528101	DETECTABLE WARNINGS	SF	\$ 35.00	686.00	660.00	24,010.00	23,100.00	96.21%
45	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	\$ 60.00	229.20	165.05	13,752.00	9,903.00	72.01%
46	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	\$ 5.50	238.40	273.43	1,311.20	1,503.87	114.69%
47	2518-6910000	SAFETY CLOSURE	EACH	\$ 200.00	29.00	25.00	5,800.00	5,000.00	86.21%
48	2519-3300600	FENCE, SAFETY	LF	\$ 6.50	850.00	540.00	5,525.00	3,510.00	63.53%
49	2526-8285000	CONSTRUCTION SURVEY	LS	\$ 13,600.00	1.00	1.00	13,600.00	13,600.00	100.00%
50	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	\$ 162.00	47.43	29.50	7,683.66	4,779.00	62.20%
51	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	\$ 1,000.00	2.00		2,000.00		
52	2528-8445110	TRAFFIC CONTROL	LS	\$ 26,000.00	1.00	1.00	26,000.00	26,000.00	100.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
 CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:
 Type of Work: **HMA Pavement - Replace**
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Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
53	2533-4980005	MOBILIZATION	LS	\$ 75,000.00	1.00	1.00	75,000.00	75,000.00	100.00%
54	2549-0006210	SPOT REPAIR BY PIPE REPLACEMENT, BY COUNT	EACH	\$ 965.00	3.00	4.00	2,895.00	3,860.00	133.33%
55	2549-0006220	SPOT REPAIR BY PIPE REPLACEMENT, BY LINEAR FOOT	LF	\$ 145.00	24.00	48.00	3,480.00	6,960.00	200.00%
56	2554-0114004	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 4 IN.	LF	\$ 66.50	60.00	109.00	3,990.00	7,248.50	181.67%
57	2554-0114006	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	LF	\$ 150.00	20.00	24.00	3,000.00	3,600.00	120.00%
58	2554-0114008	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 24.75	658.00	658.00	16,285.50	16,285.50	100.00%
59	2554-0114010	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 10 IN.	LF	\$ 156.25	20.00	20.00	3,125.00	3,125.00	100.00%
60	2554-0114012	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	\$ 73.00	109.00	65.50	7,957.00	4,781.50	60.09%
61	2554-0122008	WATER MAIN, TRENCHLESS, DUCTILE IRON PIPE (DIP), 8 IN.	LF	\$ 112.00	115.00	135.00	12,880.00	15,120.00	117.39%
62	2554-0124008	WATER MAIN, TRENCHLESS, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF	\$ 66.60	2282.00	2226.00	151,981.20	148,251.60	97.55%
63	2554-0142008	WATER MAIN WITH CASING PIPE, TRENCHLESS, DUCTILE IRON PIPE (DIP), 8 IN.	LF	\$ 185.00	130.00	145.00	24,050.00	26,825.00	111.54%
64	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 11.25 DEGREE BEND, 8 IN.	EACH	\$ 700.00	2.00	1.00	1,400.00	700.00	50.00%
65	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 4 IN.	EACH	\$ 380.00	1.00	10.00	380.00	3,800.00	1000.00%
66	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 8 IN.	EACH	\$ 655.00	4.00	18.00	2,620.00	11,790.00	450.00%
67	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 90 DEGREE BEND, 4 IN.	EACH	\$ 665.00	1.00	2.00	665.00	1,330.00	200.00%
68	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 90 DEGREE BEND, 8 IN.	EACH	\$ 1,005.00	3.00	1.00	3,015.00	1,005.00	33.33%
69	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CAP, 8 IN.	EACH	\$ 345.00	1.00	1.00	345.00	345.00	100.00%
70	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 10 IN X 8 IN	EACH	\$ 1,780.00	1.00	1.00	1,780.00	1,780.00	100.00%
71	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 12 IN X 8 IN	EACH	\$ 1,870.00	1.00	1.00	1,870.00	1,870.00	100.00%
72	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, CROSS, 8 IN X 6 IN	EACH	\$ 1,286.00	1.00	1.00	1,286.00	1,286.00	100.00%
73	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, PLUG, 12 IN.	EACH	\$ 565.00	1.00	1.00	565.00	565.00	100.00%
74	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 12 IN X 6 IN	EACH	\$ 3,415.00	2.00	1.00	6,830.00	3,415.00	50.00%
75	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 12 IN X 8 IN	EACH	\$ 1,780.00	1.00		1,780.00		
76	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN	EACH	\$ 1,125.00	3.00	2.00	3,375.00	2,250.00	66.67%
77	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN X 4 IN	EACH	\$ 1,035.00	3.00	3.00	3,105.00	3,105.00	100.00%
78	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, TEE, 8 IN X 6 IN	EACH	\$ 1,110.00	5.00	3.00	5,550.00	3,330.00	60.00%

ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE

Cost Center:
Type of Work: **HMA Pavement - Replace**
Date of This Est.: 3/26/2020
Estimate No.: 14
Sheet No.: 5 Total

Payable To: Manatts Inc.
Address: Brooklyn, Iowa

Contract No.: **79-3127-629**
County: **Poweshiek**
Project No.: **STP-U-3127(629)--70-79**
Accounting ID: **34907**

Project Covered Under General Supplemental Specification **GS-15005**

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
79	2554-0207004	VALVE, GATE, DIP, 4 IN.	EACH	\$ 995.00	2.00	2.00	1,990.00	1,990.00	100.00%
80	2554-0207006	VALVE, GATE, DIP, 6 IN.	EACH	\$ 1,055.00	2.00	2.00	2,110.00	2,110.00	100.00%
81	2554-0207008	VALVE, GATE, DIP, 8 IN.	EACH	\$ 1,475.00	15.00	14.00	22,125.00	20,650.00	93.33%
82	2554-0207010	VALVE, GATE, DIP, 10 IN.	EACH	\$ 2,150.00	2.00	2.00	4,300.00	4,300.00	100.00%
83	2554-0207012	VALVE, GATE, DIP, 12 IN.	EACH	\$ 2,420.00	2.00	2.00	4,840.00	4,840.00	100.00%
84	2554-0210201	FIRE HYDRANT ASSEMBLY, WM-201	EACH	\$ 3,730.00	6.00	6.00	22,380.00	22,380.00	100.00%
85	2595-0005135	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR IOWA INTERSTATE RAILROAD LTD.	LS	\$ 5,000.00	1.00	1.00	5,000.00	5,000.00	100.00%
86	2599-9999005	REMOVE HYDRANT	EACH	\$ 1,015.00	6.00	6.00	6,090.00	6,090.00	100.00%
87	2599-9999005	SUBDRAIN CLEANOUT	EACH	\$ 440.00	16.00	16.00	7,040.00	7,040.00	100.00%
88	2599-9999005	WATER SERVICE REPLACEMENT, EAST SIDE, 1 IN	EACH	\$ 2,375.00	30.00	29.00	71,250.00	68,875.00	96.67%
89	2599-9999005	WATER SERVICE REPLACEMENT, WEST SIDE, 1 IN	EACH	\$ 950.00	24.00	25.00	22,800.00	23,750.00	104.17%
90	2599-9999005	WATER SERVICE REPLACEMENT, WEST SIDE, 2 IN	EACH	\$ 1,800.00	1.00		1,800.00		
91	2599-9999009	REMOVE AND REPLACE CURB AND GUTTER	LF	\$ 55.00	1983.00	2866.66	109,065.00	157,666.30	144.56%
92	2601-2639010	SODDING	SQ	\$ 60.00	300.00	640.00	18,000.00	38,400.00	213.33%
93	2601-2643110	WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION	MGAL	\$ 60.00	0.18	0.04	10.80	2.40	22.22%
94	2601-2643300	MOBILIZATION FOR WATERING	EACH	\$ 350.00	12.00	4.00	4,200.00	1,400.00	33.33%
95	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	\$ 2.10	2000.00	100.00	4,200.00	210.00	5.00%
96	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	\$ 0.25	2000.00	100.00	500.00	25.00	5.00%
97	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	\$ 500.00	4.00	2.00	2,000.00	1,000.00	50.00%
98	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	\$ 1,000.00	2.00		2,000.00		
8001		Remove & Replace Mailboxes (Extra Work)	EACH	\$ 250.00	13.00	13.00	3,250.00	3,250.00	100.00%
8002		Fire Hydrant on Exiting Water Main	EACH	\$ 9,295.00	1	1.000	9,295.00	9,295.00	100.00%
8003		Geogrid Stabilization	SY	\$ 6.82	1300.00	1,300.000	8,866.00	8,866.00	100.00%
8004		Add Tapping Valve	EACH	\$ 6,710.00	1	1.000	6,710.00	6,710.00	100.00%
8005		Sewer Service Abandonment, 5th Ave	EACH	\$ 3,520.00	1	1.000	3,520.00	3,520.00	100.00%

**ESTIMATE OF ROAD OR BRIDGE WORK ON NONSTATE ROADS/STREETS
CITY OF GRINNELL - EAST STREET HMA INLAY AND MILL/OVERLAY FROM 6TH AVE TO GARFIELD AVE**

Cost Center:
 Type of Work: HMA Pavement - Replace
 Date of This Est.: 3/26/2020
 Estimate No.: 14
 Sheet No.: 5 Total

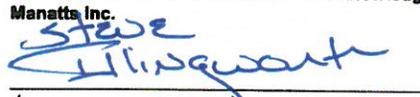
Contract No.: 79-3127-629
 County: Poweshiek
 Project No.: STP-U-3127(629)-70-79
 Accounting ID: 34907

Payable To: Manatts Inc.
 Address: Brooklyn, Iowa

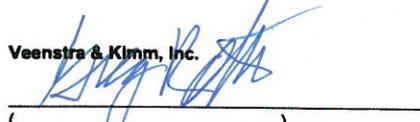
Project Covered Under General Supplemental Specification GS-15005

LINE NO.	Plan Quantity Item By Specification	ITEMS DESCRIPTION	UNIT OF MEASURE	RATES	QUANTITIES (EWO'S INCLUDED)		AMOUNTS (EWO'S INCLUDED)		% OF CONTRACT
					CONTRACT	ACTUAL	CONTRACT	ACTUAL	
8006		Water Service Abandonment, 5th Ave	EACH	\$ 880.00	1	1.000	880.00	880.00	100.00%
8007		SANITARY SEWER GRAVITY MAIN, TRENCHED, 10 IN.	LF	\$ 327.80	6	6.000	1,966.80	1,966.80	100.00%
8008		SANITARY SEWER GRAVITY MAIN, TRENCHED, 12 IN.	LF	\$ 176.00	5	5.000	880.00	880.00	100.00%
8009		SANITARY SEWER GRAVITY MAIN, TRENCHED, 16 IN.	LF	\$ 116.60	15	15.000	1,749.00	1,749.00	100.00%
8010		SW-301, 48" MANHOLE, BASE ONLY	EACH	\$ 1,595.00	1	1.000	1,595.00	1,595.00	100.00%
8011		FITTINGS BY COUNT, DUCTILE IRON, 45 DEGREE BEND, 12 IN.	EACH	\$ 1,760.00	4	4.000	7,040.00	7,040.00	100.00%
8012		CONNECTION TO EXIST MANHOLE	EACH	\$ 1,705.00	1	1.000	1,705.00	1,705.00	100.00%
8013		INTAKE, SW-512, 24"	EACH	\$ 1,650.00	1	1.000	1,650.00	1,650.00	100.00%
8014		STORM SEWER GRAVITY MAIN, TRENCHED, DIP, 12"	LF	\$ 75.35	36	36.000	2,712.60	2,712.60	100.00%
8015		PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT BASED	EACH	\$ 440.00	2.00	2.00	880.00	880.00	100.00%
8016		INTAKE/STORM OUTLET, 5TH AVE PARKING AREA	LS	4,565.000	1	1.000	4,565.00	4,565.00	100.00%

We, the undersigned certify that the items and amount listed hereon are true and correct to the best of our knowledge.

Manatts Inc.

 (641-521-8806)

3-30-20
 Date

Veenstra & Kimm, Inc.

 ()

3/30/2020
 Date

City of Grinnell
 ()
 Date

Original Contract Amount \$2,273,271.00
 Approved Contract Amount \$2,325,664.50 \$ 2,504,351.59 107.68%

Total Completed To Date = \$ 2,504,351.59
 Amount Retained @ 3% = \$ 30,000.00
 Eligible Amount = \$ 2,474,351.59
 Previously Reimbursed = \$ 2,471,576.59
 Amount Due & Payable = \$ 2,775.00

RESOLUTION NO. 2020-51

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE WATER MAIN REPLACEMENT PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to replace Water Mains in specific areas;

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 Main Replacement 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 Main Replacement project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director

AGREEMENT

CITY OF GRINNELL, IOWA WATER MAIN REPLACEMENT PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH: THAT WHEREAS, the Owner wishes to proceed with construction of **Water Main Replacement Project**, hereinafter referred to as the **Project**, and

WHEREAS, the Owner desires the Engineers to perform professional engineering services to prepare construction plans and specifications and provide other necessary engineering services in connection with the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Owner does retain the Engineers to act for and represent it in engineering matters, as set forth hereinafter, involved in the Project. Such contract of employment will be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed that the Project shall consist of replacing existing water mains with 8-inch and 12-inch diameter water mains along the following streets including all connections, valves, side street connections, water service connections, fire hydrants, and miscellaneous associated work for a complete project.
 - a. Spring Street from Washington Avenue to 2nd Avenue.
 - b. Garfield Avenue from railroad tracks to East Street.
 - c. South of Garfield Avenue and west of East Street.
 - d. Sumner Street south of 3rd Avenue.
 - e. 7th Avenue from Sumner Street to Ann Street.
 - f. 6th Avenue from Penrose Street to Oak Street.
 - g. Oak Street from 4th Avenue to 6th Avenue.

It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.

2. **DESIGN SURVEYS.** The Engineers shall complete all topographic surveys necessary for design of the Project and preparation of the plans and specifications.
3. **DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
4. **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.
5. **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.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

6. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
7. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
8. **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 **15. COMPENSATION.**
9. **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.

- 10. 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.
- 11. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including:
- a. Establishing a bench mark and/or base line to permit start of construction work.
 - b. Attend conferences, as necessary, with the Owner and contractor as requested by the Owner.
 - c. Assist in interpretation of plans and specifications.
 - d. Review shop drawings and manufacturers' data.
 - e. Settle disputes with the contractor regarding concurrence with the specifications and consult with Owner when the Engineers and contractor cannot resolve such dispute.
 - f. Prepare change orders to construction contract documents, as necessary, during construction. All change orders are subject to approval of Owner.
 - g. Process monthly partial payment estimates.
 - h. Provide as-constructed plans to the Owner.
- 12. RESIDENT REVIEW.** Resident review services are understood to include the detailed observation and review of the work of the contractors and materials to assure compliance with the plans and specifications. It is understood the City will perform resident review services for the Project.
- 13. CONSTRUCTION STAKING.** Construction staking is understood to mean the establishment of a centerline or offset line to permit the Contractor to properly locate the water main, crossings, tunnels, and all appurtenances thereto.

Construction staking is also understood to mean providing the City with as-constructed coordinates of the tops of manholes, intakes, valve boxes and hydrants.

- 14. FINAL REVIEW.** The Engineers shall make a final review after construction is complete to determine that the construction complies with the plans and specifications. The Engineers shall certify to the Owner that construction is substantially in compliance with the plans and specifications.
- 15. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:

 - a. The fee for engineering design services for the Project as set out in **1. SCOPE OF PROJECT** through **9. BID OPENING AND AWARD OF CONTRACT**, shall be a fee on the basis of the standard hourly fees with a maximum not-to-exceed fee of Ninety-eight Thousand Seven Hundred Dollars (\$98,700) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
 - b. The fee for engineering services during construction as set out in **10. PRECONSTRUCTION CONFERENCE**, **11. GENERAL SERVICES DURING CONSTRUCTION**, **13. CONSTRUCTION STAKING**, and **14. FINAL REVIEW**, shall be determined on the basis of the standard hourly fees plus expenses of the personnel of the Engineers actually engaged in the performance of the services. The fee shall not exceed the sum of Forty-nine Thousand Eight Hundred Dollars (\$49,800) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
- 16. PAYMENT.** The fee for work set out in **15. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services.
- 17. LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 18. SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:

 - a. Laboratory tests.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services relating to the acquisition of easements, permanent or construction. Legal surveys, property surveys and easement surveys are not included in this Project cost.

- d. Resident review and construction testing services.
- e. Soil borings, soil testing and contaminated soil investigations.
- f. Environmental and archaeological studies.
- g. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

19. 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.

20. 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.

21. 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.

22. 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.

- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. 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

28. 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.

29. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By Forest Aldrich
President

By Debra M. Luke

EXHIBIT A
VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2019)

Management I.....	\$175.00
Management II.....	172.00
Process Engineer.....	196.00
Engineer I-A.....	176.00
Engineer I-B.....	165.00
Engineer I-C.....	157.00
Engineer I-D.....	150.00
Engineer II-A.....	143.00
Engineer II-B.....	132.00
Engineer III-A.....	125.00
Engineer III-B.....	120.00
Engineer III-C.....	117.00
Engineer IV.....	113.00
Engineer V.....	105.00
Engineer VI.....	102.00
Engineer VII.....	94.00
Engineer VIII.....	90.00
Engineer IX.....	84.00
Engineer X.....	76.00
Engineer XI.....	69.00
Engineer XII.....	63.00
Design Technician I.....	100.00
Architect.....	100.00
Planner I.....	111.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	99.00
Drafter IB.....	92.00
Drafter II.....	86.00
Drafter III.....	81.00
Drafter IV.....	75.00
Drafter V.....	63.00
Drafter VI.....	60.00
Drafter VII.....	47.00
Clerical I.....	91.00
Clerical II.....	63.00
Clerical III.....	55.00
Clerical IV.....	48.00
Clerical V.....	38.00
Construction Manager.....	170.00
Surveyor I.....	120.00
Surveyor II.....	99.00
Technician I.....	88.00
Technician II.....	81.00
Technician III.....	74.00

Technician IV	72.00
Technician V	65.00
Technician VI	60.00
Technician VII	51.00
Technician VIII	45.00
Technician IX.....	37.00
Building Inspector I.....	167.00
Building Inspector I-A	111.00
Building Inspector II.....	86.00
Building Inspector III.....	63.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Hour
Mileage	\$.575¢/Mile

RESOLUTION NO. 2020-52

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR 8TH AVENUE REPAIR (Park Street to East Street) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make repairs to 8th Avenue (Park Street to East Street);

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 Eighth Avenue Repair (Park Street to East 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 Veenstra & Kimm, Inc. for the 8th Avenue Repair (Park Street to East Street) project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA 8th AVENUE REPAIRS, Park Street to East Street (GRINNELL COLLEGE STREETS) ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City is now contemplating improvements to the 8th Avenue Corridor following Grinnell College construction in the area involving the repairs of various areas along 8th Avenue from East Street to Park Street or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, utility rehabilitations and replacements if needed, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be on the basis of the Engineers standard hourly fees up to a maximum of Seven Thousand Dollars (\$7,000). The fee for the General Services during construction shall be on the basis of the Engineer's standard hourly fees up to a maximum of One Thousand Dollars (\$1,000).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a February 2019 targeted letting for the Project. Public meetings will not be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the construction services duration is for a time period of Two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.

- c. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - d. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - e. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - f. Services related to construction observation or daily visits (resident review) to observe the construction progress or operations of the contractor.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

14. TERMINATION. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

15. 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.

16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

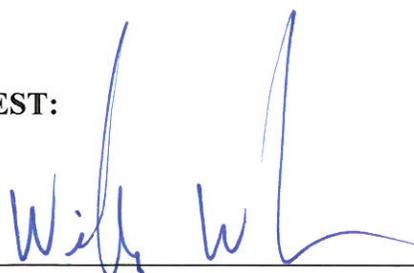
By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By  _____

RESOLUTION NO. 2020-53

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR 8TH AVENUE REPAIR (West Street to Park Street) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make repairs to 8th Avenue (West Street to Park Street);

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 Eighth Avenue Repair (West Street to Park 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 Veenstra & Kimm, Inc. for the 8th Avenue Repair (West Street to Park Street) project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA 8th AVENUE, West Street to Park Street (GRINNELL COLLEGE STREETS) ENGINEERING SERVICES

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 is now contemplating improvements to the 8th Avenue Corridor from West Street to Park Street or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Sixty-Nine Thousand Nine Hundred Dollars (\$69,900). The fee for the General Services during construction and project closeout shall be Eight Thousand Four Hundred dollars (\$8,400).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
 - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
 - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

14. TERMINATION. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

15. 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.

16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By  _____

RESOLUTION NO. 2020-54

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE PARK STREET (6th Avenue to south of 9th Avenue) OVERLAY PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Park Street between 6th Avenue and to south of 9th Avenue;

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 Park Street (6th Avenue to south of 9th Avenue) Overlay 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 Park Street (6th Avenue to south of 9th Avenue) Overlay project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

AGREEMENT

**GRINNELL, IOWA
PARK STREET, 6th Avenue to south of 9th Avenue
(GRINNELL COLLEGE STREETS)
ENGINEERING SERVICES**

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 is now contemplating improvements to the Park Street Corridor following Grinnell College construction in the area involving the milling and overlaying of Park Street from just north of 6th Avenue to just south of 9th Avenue or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Fourteen Thousand Six Hundred Dollars (\$14,600). The fee for the General Services during construction and project closeout shall be Two Thousand Four Hundred dollars (\$2,400).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of two (2) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
 - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
 - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

- 14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.
- 15. 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.
- 16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

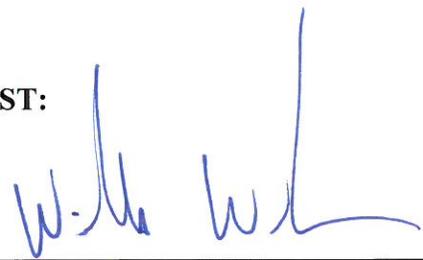
By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____


By _____

RESOLUTION NO. 2020-55

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE PARK STREET (1st Avenue to IIRR) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Park Street between 1st Avenue and 6th Avenue;

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 Park Street (1st Avenue to IIRR) 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 Park Street (1st Avenue to IIRR) project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA PARK STREET IMPROVEMENTS 1st AVENUE TO IIRR Crossing

ENGINEERING SERVICES

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 is now contemplating improvements to the Park Street corridor between 1st Avenue and the IIRR Crossing or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. It is anticipated this will be an inlay project preserving the curb and gutter section. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Forty-Seven Thousand Dollars (\$47,000). The fee for the General Services during construction shall be Two Thousand Eight Hundred dollars (\$2,800).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.

- c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
 - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
 - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

- 14. TERMINATION.** Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.
- 15. 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.
- 16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By  _____

RESOLUTION NO. 2020-56

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE REED STREET (1st Avenue to 6th Avenue) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to make improvements to Reed Street between 1st Avenue and 6th Avenue;

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 Reed Street (1st Avenue to 6th Avenue) 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 Reed Street (1st Avenue to 6th Avenue) project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA REED STREET IMPROVEMENTS 1st AVENUE TO 6th AVENUE ENGINEERING SERVICES

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 is now contemplating improvements to the Reed Street corridor between 1st Avenue and 6th Avenue or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell funding allocated for this project. This project will have a bid opening through the City of Grinnell.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be Ninety-Eight Thousand Five Hundred Dollars (\$98,500). The fee for the General Services during construction shall be Eleven Thousand Five Hundred dollars (\$11,500).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.
 - b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.

- d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
 - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
- 10. CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
- 11. 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.
- 12. 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.
- 13. 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

14. TERMINATION. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

15. 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.

16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

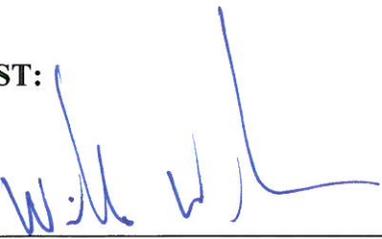
By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By  _____

RESOLUTION NO. 2020-57

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to undertake a project to line sewers and rehab manholes in southeast Grinnell;

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 Southeast Grinnell Sewer Lining and Manhole Rehabilitation 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 Southeast Grinnell Sewer Lining and Manhole Rehabilitation project.

Passed and approved this 6th day of April 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)

March 31, 2020

Russell Behrens
City Manager
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

GRINNELL, IOWA
SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Enclosed are two copies of the proposed engineering services agreement for the Southeast Grinnell Sewer Lining and Manhole Rehabilitation 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 1-800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Forrest S. Aldrich', is written over the company name.

Forrest S. Aldrich

FSA:dml
0-03
Enclosures

AGREEMENT

CITY OF GRINNELL, IOWA SOUTHEAST GRINNELL SEWER LINING AND MANHOLE REHABILITATION

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **CITY OF GRINNELL, IOWA**, hereinafter referred to as the **Owner**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH: THAT WHEREAS, the Owner is now contemplating the undertaking of a certain **Southeast Grinnell Sewer Lining and Manhole Rehabilitation** project, hereinafter referred to as the **Project**, and

WHEREAS, the Owner will complete the televising of all sanitary sewers located in the area shown on the attached map, and

WHEREAS, the Owner desires to retain the Engineers to provide planning and engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Owner does retain the Engineers to act for and represent it in engineering and planning matters, as set forth hereinafter, involved in the Project. Such contract of employment will be subject to the following terms, conditions and stipulations, to wit:

1. **SCOPE OF PROJECT.** The Scope of Services for the Project shall include the following:
 - a. Assist the Owner in the solicitation of quotes for approximately 30,000 LF of sanitary sewer cleaning and televising.
 - b. Analyze the televising and reports of the sanitary sewer collection system.
 - c. Inspect approximately 100 manholes. Owner to provide access to all manholes.
 - d. Prepare a report of the findings including recommended repairs and rehabilitation techniques, estimated costs, and location of recommended repairs.
 - e. Assistance in the preparation of a Community Development Block Grant (CDBG) application.

- f. Prepare plans, specifications and bidding documents for the rehabilitation of a portion of the public sanitary sewer system within the area shown on the attached map as defined in the report of the findings of the study.
- g. Provide general services during construction of the public sanitary sewer system rehabilitation.

It is further understood and agreed that the scope of the Project may be modified by mutual agreement of the parties hereto.

- 2. **DESIGN CONFERENCE.** The Engineers shall attend a conference with the Owner, if necessary, to make decisions as to the details of design of the Project.
- 3. **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.
- 4. **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.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

- 5. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
- 6. **ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to contractors and shall provide plans and specifications to prospective bidders. Publication costs shall be borne by the Owner.
- 7. **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 **11. COMPENSATION.**

- 8. 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.
- 9. 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.
- 10. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including:

 - a. Establishing a bench mark and/or base line to permit start of construction work.
 - b. Attend conferences, as necessary, with the Owner and contractor as requested by the Owner.
 - c. Assist in interpretation of plans and specifications.
 - d. Review shop drawings and manufacturers' data.
 - e. Settle disputes with the contractor regarding concurrence with the specifications and consult with Owner when the Engineers and contractor cannot resolve such dispute.
 - f. Prepare change orders to construction contract documents, as necessary, during construction. All change orders are subject to approval of Owner.
 - g. Process monthly partial payment estimates.
 - h. Provide as-constructed plans to the Owner.

- 11. COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
- a. The fee for engineering design services for the Project as set out in **1. SCOPE OF PROJECT** through **10. GENERAL SERVICES DURING CONSTRUCTION**, shall be a fee on the basis of the standard hourly fees with a maximum not-to-exceed fee of Seventy-eight Thousand Seven Hundred Dollars (\$78,700) without written authorization by the Owner. The standard hourly fees of the Engineers are shown in attached Exhibit A.
- 12. PAYMENT.** The fees shall be due and payable monthly based on that proportion of the fee which the Engineers have completed as of the time of the applicable billing.
- 13. LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 14. SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
- a. If, after the final study is completed and approved by the Owner, the Engineers are requested to assess and consider alternatives beyond the scope of this study 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. Environmental studies and archaeological studies including wetland delineations.
 - c. Land appraisals.
 - d. Soil borings, soil testing and contaminated soil investigations.
 - e. Services associated with easement acquisition, right-of-way acquisition, or condemnation proceedings.
 - f. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract or construction contracts awarded by the City of Grinnell for construction of the Project.
 - g. Construction staking.
 - h. Construction testing services.

- i. Services for televising the sanitary sewer mains. The Engineers shall review the televising work performed.
- j. Resident review services.

15. 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.

16. 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.

17. 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.

18. 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.

- 19. 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.
- 20. 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.
- 21. 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.
- 22. TIME OF COMPLETION.** The Owner desires to submit a CDBG application by October 1, 2020. The Engineers shall proceed with their work according to this schedule. The Engineers shall not be responsible for delays in approval or other actions by governmental agencies which may delay the completion date.
- 23. 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.

24. 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

25. 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.

26. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By *Fonessa Aldeed*
President

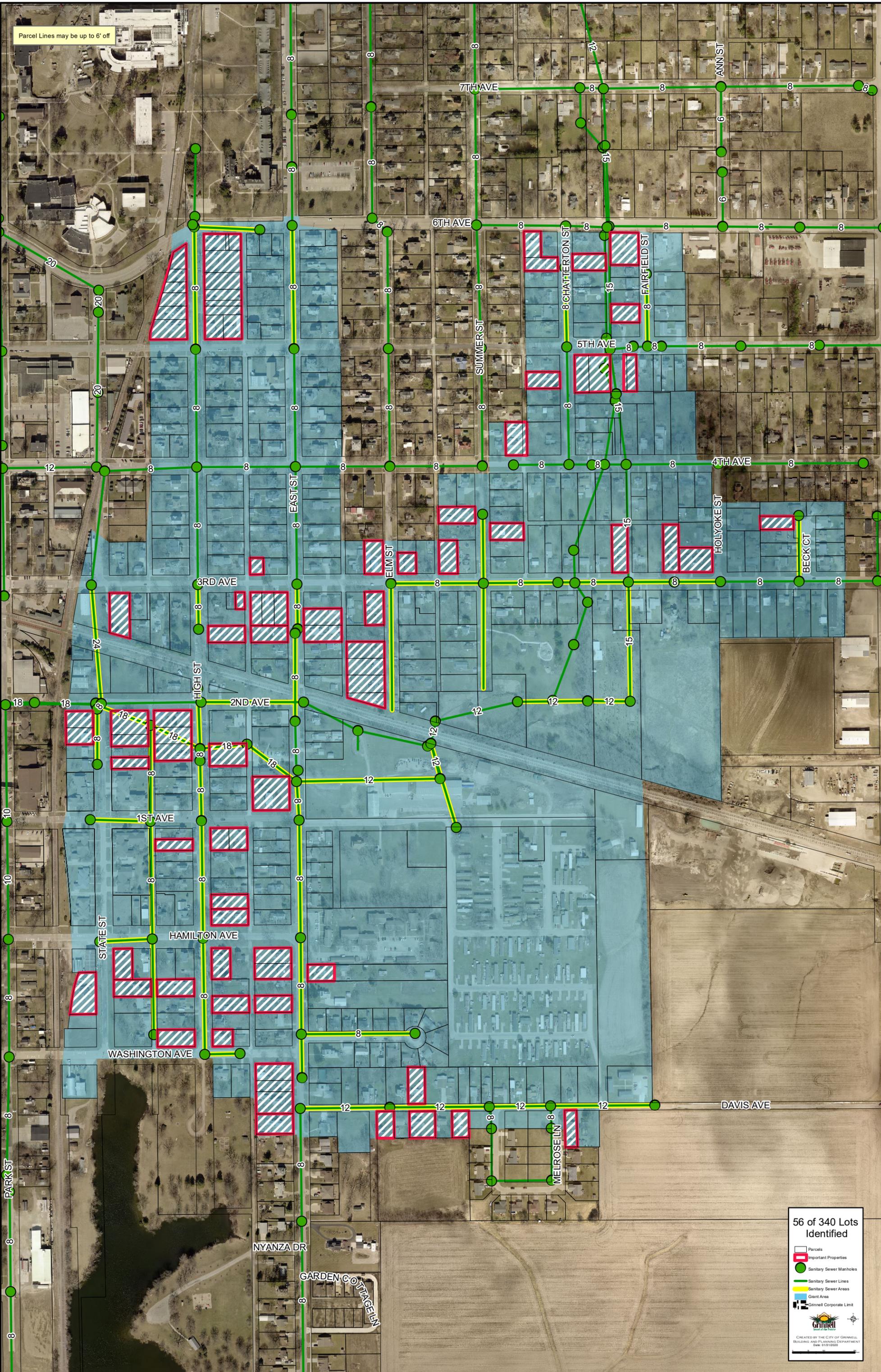
By *Deb Lukke*

EXHIBIT A
VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2019)

Management I	\$175.00
Management II	172.00
Process Engineer	196.00
Engineer I-A	176.00
Engineer I-B.....	165.00
Engineer I-C	157.00
Engineer I-D	150.00
Engineer II-A	143.00
Engineer II-B.....	132.00
Engineer III-A	125.00
Engineer III-B.....	120.00
Engineer III-C	117.00
Engineer IV	113.00
Engineer V	105.00
Engineer VI	102.00
Engineer VII	94.00
Engineer VIII	90.00
Engineer IX.....	84.00
Engineer X.....	76.00
Engineer XI.....	69.00
Engineer XII.....	63.00
Design Technician I.....	100.00
Architect	100.00
Planner I	111.00
Planner II	75.00
Planner III	69.00
Drafter IA	99.00
Drafter IB	92.00
Drafter II	86.00
Drafter III	81.00
Drafter IV	75.00
Drafter V	63.00
Drafter VI	60.00
Drafter VII	47.00
Clerical I	91.00
Clerical II	63.00
Clerical III	55.00
Clerical IV	48.00
Clerical V	38.00
Construction Manager	170.00
Surveyor I.....	120.00
Surveyor II.....	99.00
Technician I	88.00
Technician II	81.00
Technician III	74.00

Technician IV	72.00
Technician V	65.00
Technician VI.....	60.00
Technician VII.....	51.00
Technician VIII.....	45.00
Technician IX.....	37.00
Building Inspector I	167.00
Building Inspector I-A.....	111.00
Building Inspector II	86.00
Building Inspector III	63.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Hour
Mileage.....	\$.575¢/Mile

Parcel Lines may be up to 6' off



56 of 340 Lots Identified

- Parcels
- Important Properties
- Sanitary Sewer Manholes
- Sanitary Sewer Lines
- Sanitary Sewer Areas
- Grant Area
- Grinnell Corporate Limit

CREATED BY THE CITY OF GRINNELL,
BUILDING AND PLANNING DEPARTMENT
DATE: 01/31/2020

RESOLUTION NO. 2020-58

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA AND KIMM, INC. FOR THE GRINNELL AREA REGIONAL TRAIL (from Stagecoach Rd to Industrial Ave) PROJECT.

WHEREAS, the City Council of the city of Grinnell desires to expand the Grinnell Area Regional Trail;

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 Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) 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 Grinnell Area Regional Trail (from Stagecoach Rd to Industrial Ave) project.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

AGREEMENT

GRINNELL, IOWA
GRINNELL AREA REGIONAL TRAIL
from STAGECOACH ROAD to INDUSTRIAL AVENUE
& SOUTH OF I-80 to 420th AVENUE.
ENGINEERING SERVICES

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 is now contemplating improvements to the Grinnell Area Regional Trail System from Industrial Avenue to Stagecoach Road and preliminary design and right of way for the stretch south of I80 to 420th Avenue or the **Project**, and

WHEREAS, the City desires to retain the Engineers to perform engineering services on the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does hereby retain the Engineers to act for and represent it in engineering matters on the Project. Such contract shall be subject to the following terms, conditions and stipulations, to wit:

- 1. SCOPE OF PROJECT.** It is understood and agreed upon the Project will include project development, concept generations and cost estimating, design of and general construction services for the improvements to the Project area. The Engineer will work with City staff to help define the project details and materials, construction and permanent traffic control, staging, phasing requirements for construction, construction documents and cost estimates, scheduling, review of change orders and pay estimates, interpretation of plans, shop drawings review and attend meetings as necessary. This work will be consistent with City of Grinnell and Iowa Department of Transportation funding allocated for this project. This project will have a bid opening through the Iowa DOT.
- 2. SUBCONSULTANTS.** The Engineer shall coordinate the services of qualified professionals in the area of material testing or other services deemed necessary for approvals either through clearances, design or construction. These subconsultants and their fees have not been included in the services.
- 3. PERMITS AND LICENSES.** The Engineers shall provide copies of plans and specifications, explanatory letters of transmittal, completion of required application forms

and other information necessary to obtain permits, licenses or other documentation required for securing permits, licenses or permissions necessary from governmental agencies for construction.

The Owner shall pay for all licenses and other costs associated with permits and licenses and said costs shall not be charged against the Engineer's maximum fee set forth hereinafter.

4. **ESTIMATES OF COST.** The Engineers shall prepare an Engineers' Estimate of Cost for the improvements to be constructed under the Project. The Engineers' Estimate of Cost is intended for the use of the Owner in financing the Project. The Engineers shall not be responsible if the contract(s) awarded for construction of the Project vary from the Engineers' Estimate of Cost.
5. **COMPENSATION.** The Owner shall compensate the Engineers for their services by payment of the following fees:
 - a. The fee for the engineering services for the Project as set out in **1. SCOPE OF PROJECT, 2. SUBCONSULTANTS, 3. PERMITS AND LICENSES,** and **4. ESTIMATES OF COST** shall be for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500). The fee for the General Services during construction and project closeout shall be Sixteen Thousand Nine Hundred dollars (\$16,900).
6. **PAYMENT.** The fee for work set out in **5. COMPENSATION** shall be billed and payable monthly during the course of the rendering of the services. Monthly bills will be based on hours charged to this Project.
7. **TIME OF COMPLETION.** It is the Owner's intent to have the construction documents prepared and in place to facilitate a letting for the Project consistent with the City's current CIP. Public meetings will be as needed in design and construction phase services. For purposes of budgeting fees, it has been assumed that the general services duration is for a time period of four (4) months of construction. Variations in effort or duration may impact the fees associated with construction services. The engineer will not be held responsible for the contractor's ability to complete work in a timely manner.
8. **LEGAL SERVICES.** The Owner shall provide the services of the Owner's Attorney in matters pertaining to this Project. The Engineers shall cooperate with the Attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
9. **SERVICES NOT INCLUDED.** Services not included under this Agreement are as follows:
 - a. Determination and/or preparation of assessments and plats to property owners or related services of the Project.

- b. Services related to or regarding arbitration or litigation of the construction contract between the construction contractor and the Owner regarding any part of the Project.
 - c. Services related to or regarding arbitration or litigation of the ponding rights or flooding of one property onto another property.
 - d. Services relating to the acquisition of right-of-way and easements, permanent or temporary construction.
 - e. Legal surveys, property surveys and easement surveys are not included in this Project cost.
 - f. Services relating to the televising of underground utilities and/or their services to property owner or other means as to assess the conditions of the City's utilities in the Project area. The Engineer will review said tapes as part of his design services.
 - g. Services related to construction observation or daily visits to observe the construction progress or operations of the contractor.
 - h. Other services not included in the above scope of services or services as mentioned on areas not within the project.
10. **CHANGES.** If after approvals of the plans or portions thereof by the Owner, the Engineers are required to change the plan or said portions because of changes made by the Owner to limits or project intent, 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.
11. **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.
12. **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.
13. **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

14. TERMINATION. Should the Owner abandon the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed until the date of termination.

15. 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.

16. 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 hereto have subscribed their names on the date first written above.

CITY OF GRINNELL, IOWA

ATTEST:

By _____
Mayor

By _____

VEENSTRA & KIMM, INC.

ATTEST:

By  _____

By  _____

RESOLUTION NO. 2020-59

RESOLUTION ACCEPTING WORK FOR THE 2019 CBD MAINTENANCE PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Jasper Construction of Newton, Iowa on March 18, 2019 and

WHEREAS, said contractor has substantially completed the construction of said improvements, known as 2019 CBD Maintenance Project, in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The total contract cost of the improvements payable under said contract is hereby determined to be \$192,340.00

Section 2. The final retainage payment of \$9,617.00 will be paid on April 6, 2020.

Passed and approved on this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

CERTIFICATE OF COMPLETION

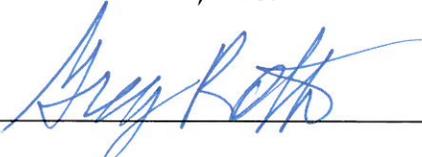
**Central Business District 2019 Maintenance Project
CITY OF GRINNELL IOWA**

We hereby certify that we have made an on-site review of the completed construction of the CBD 2019 Maintenance project as performed by Jasper Construction of Newton Iowa.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One hundred Ninety-Two Thousand Three Hundred Forty and 00/100 Dollars (\$192,340.00).

VEENSTRA & KIMM, INC.

Accepted: CITY OF GRINNELL

By 

By _____

Title Project Manager

Title _____

Date March 30, 2020

Date _____

Date: 3/30/2020

Pay App. Release of Retainage

Period: From: 6/24/19 To: 9/21/19

Contractor: Jasper Construction

Project: CBD 2019 Maintenance Project

Grinnell, Iowa

ITEM NO.	DESCRIPTION	UNIT	COMPLETED TO DATE	UNIT PRICE	EXTENDED PRICE
1.1	Curb Repair	EA	22.0	\$ 2,000.00	\$ 44,000.00
1.2	Epoxy Patch at Intake	EA	4.0	\$ 1,000.00	\$ 4,000.00
1.3	Beam Repair on Jewel	EA	7.0	\$ 750.00	\$ 5,250.00
1.4	Reset, Sand and Reseal Pavers (< 30 SF)	EA	22.0	\$ 1,000.00	\$ 22,000.00
1.5	Patch by Area (Walk or Street)	SY	114.1	\$ 200.00	\$ 22,820.00
1.6	Patch Count (Walk or Street)	EA	22.0	\$ 400.00	\$ 8,800.00
1.7	Curb/Paver Band/Walk Repair	LF	0.0	\$ 125.00	\$ -
1.8	Remove/Replace Light Pole	EA	3.0	\$ 11,000.00	\$ 33,000.00
1.9	Route and Reseal Crack	EA	10.0	\$ 150.00	\$ 1,500.00
1.10	Reset, Sand and Reseal Pavers (> 30 LF)	LF	499.5	\$ 60.00	\$ 29,970.00
1.11	Remove and Replace Manhole Boxout	EA	4.0	\$ 1,500.00	\$ 6,000.00
1.12	Remove and Replace Intake Lid and EA Boxout	EA	0.0	\$ 4,000.00	\$ -
1.13	Mobilization	LS	1.0	\$ 15,000.00	\$ 15,000.00

Total Contract Sum	\$192,340.00
Net Change Orders	
Contract Sum to Date	\$192,340.00
Total Completed To Date	\$192,340.00
5% Retainage	\$0.00
Total Earned Less Retainage	\$192,340.00
Less Previous Certificates for Payment	\$182,723.00
Current Payment Due	\$9,617.00
Balance To Finish, Including Retainage	\$0.00


3/30/2020

 Veenstra & Kimm, Inc. Date

 City of Grinnell, Iowa Date



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, MARCH 16, 2020 AT 5:30 P.M.
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/695974740>

Or iPhone one-tap :

US: +13126266799,,695974740# or +16468769923,,695974740#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 876 9923 or +1 253 215 8782 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833

Meeting ID: 695 974 740

International numbers available: <https://skccom.zoom.us/j/695974740>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 695 974 740

SIP: 695974740@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70695 974 740

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/695974740>

TENTATIVE AGENDA

ROLL CALL: White (Chair), Hueftle-Worley, Davis

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider request from Grinnell College/McGough Construction for closure of 8th Ave from June 1st thru June 16th and Park Street from June 16th thru July 7th for the last phase of landscape work.
2. Consider resolution approving engagement agreement with Ahlers & Cooney, P.C. for the amendment of the contract with Midwest Ambulance (See Resolution No. 2020-60).
3. Authorize staff to submit an application to the Iowa Economic Development Authority Community Development Block Grant to expand capacity to respond to COVID-19 and other emergencies.
4. Discuss on street parking in the downtown.
5. Discuss Emergency Medical Services (EMS) and consider resolution approving agreements with Poweshiek County Townships for EMS (See Resolution No. 2020-61).

INQUIRIES:

ADJOURNMENT



McGOUGH

DEVELOP | BUILD | OPERATE

1555 SE Delaware Ave, Suite E, Ankeny, IA 50021

t 515.639.3853 f 515.639.3854

BUILDING FOR THE NEXT GENERATION

www.mcgough.com

City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Attention: Ann Wingerter

Ms. Wingerter,

I'm writing to request, McGough Construction, be placed on the next city council meeting. We would like to discuss our request for street closures. The street closures would be for work related to, the last phase of the landscape work, at Grinnell College.

Please refer to the attached drawings for the locations and timeline for the requested street closures.

Sincerely,

Matthew Schroder
Senior Project Manager

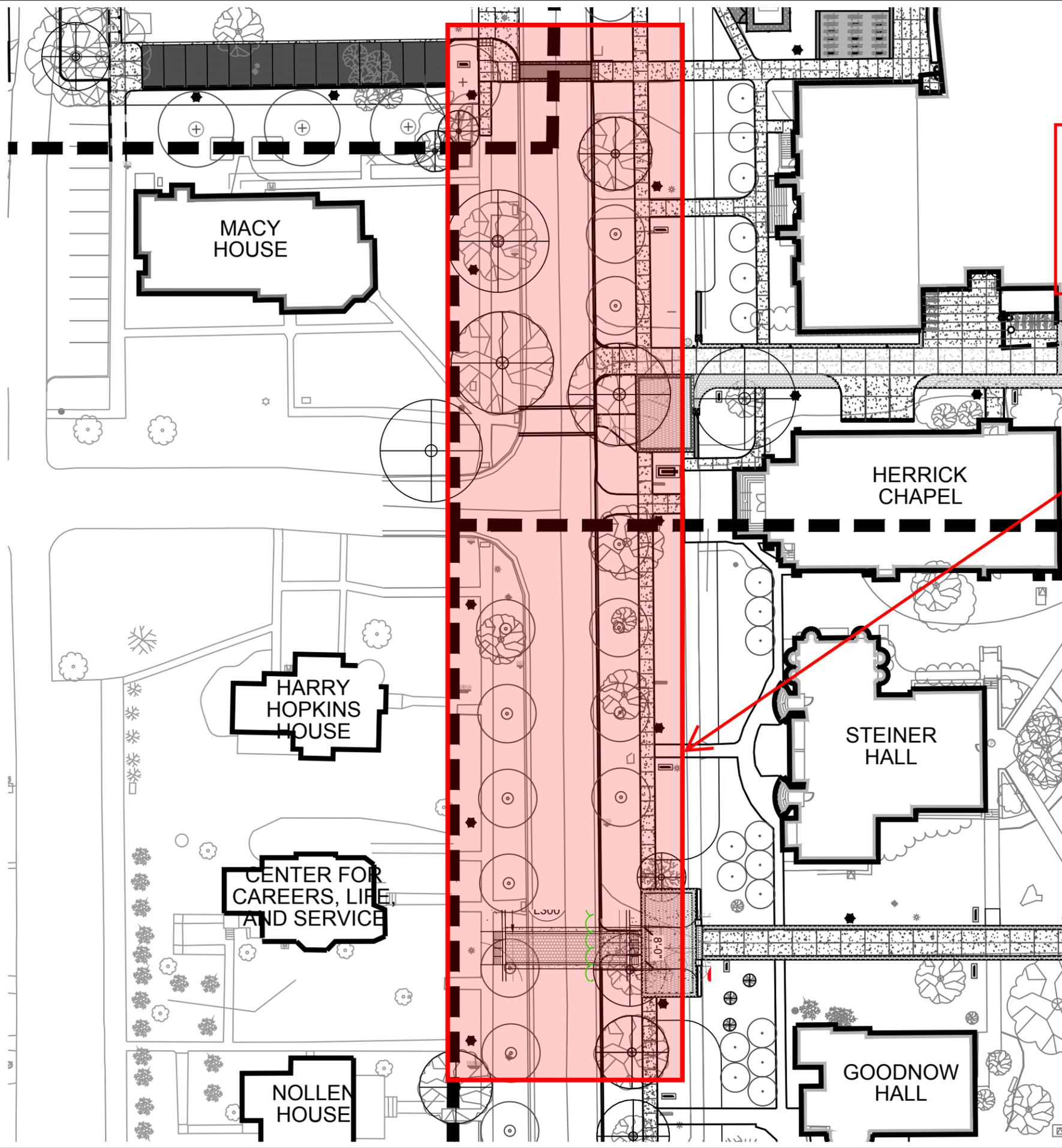
Date:
User:

Drawing For Coordination Only
N.T.S

Notes

Description

Title



Area of Park Street which will need to be shut down from June 16 through July 7th for crosswalk construction.

RESOLUTION NO. 2020-60

RESOLUTION APPROVING ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. TO AMEND THE CONTRACT WITH MIDWEST AMBULANCE, INC.

WHEREAS, the City Council of the city of Grinnell desires to make changes to contract with Midwest Ambulance, Inc.;

WHEREAS, the city desires Ahlers & Cooney, P.C. to proceed with the services necessary to complete this contract change;

WHEREAS, the engagement agreement outlines the terms and conditions needed for said Contract Amendment with Midwest Ambulance, Inc., and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign an engagement agreement with Ahlers & Cooney, P.C. for the amendment of the contract with Midwest Ambulance, Inc.

Passed and approved this 6th day of April 2020.

Dan F. Agnew, Mayor

ATTEST:

Annamarie Wingerter, City Clerk/Finance Director



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Kristine Stone

515.246.0314

kstone@ahlerslaw.com

March 26, 2020

Sent by email only: RBehrens@grinnelliowa.gov

Russ Behrens
City Manager
City of Grinnell
520 4th Ave.
Grinnell, IA 50112

RE: Engagement Agreement – Contract Amendment with Midwest Ambulance

Dear Russ:

The purpose of this engagement letter is to confirm the terms of our Firm's engagement and to explain our billing practices. Upon the City's acceptance, this letter will serve as a memorandum of the terms of the engagement of this Firm to serve as counsel for the City of Grinnell in the above referenced matter. The legal services to be provided include amending the contract with Midwest Ambulance Service of Iowa, Inc.

We are pleased to undertake this representation. The fees charged by the Firm for this representation will be based on the current hourly rate of the person performing the service at the time services are performed. The Firm's billing rates are reviewed, and sometimes revised, annually in January. I will be primarily responsible for this matter. If necessary, I may involve a legal assistant in the case. As always, we will work to prevent any duplication of efforts. Out-of-pocket expenses including, but not limited to, photocopying expenses, would be in addition to the hourly charges and will also be billed separately on our statements. We will forward itemized statements of services rendered for work on claims against the City on a monthly basis to your attention. If payment is not rendered in a timely fashion, the Firm reserves the right to immediately terminate its representation. As of the current time, the hourly rates below would be applicable to this representation.

Kristine Stone -	\$240
Legal Assistant -	\$130

The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$500.00. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to

withdraw from your representation if each monthly statement is not paid within 30 days of issuance.

Please indicate your approval and acceptance of the above referenced terms and conditions of our engagement by signing, dating, and returning a copy of this letter to me. Should you have any questions or concerns about our proposed terms and conditions, please do not hesitate to contact me. We look forward to working with you and your staff on this matter.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

Accepted and approved on behalf of the City Council*

By:  _____
Title: Mayor

Dated: _____

*Authorized by Resolution \ Motion _____ approved on _____, 2020.

RESOLUTION NO. 2020-61

A RESOLUTION APPROVING THE AGREEMENTS BETWEEN CHESTER, GRANT, MALCOM, PLEASANT, AND WASHINGTON TOWNSHIPS IN POWESHIEK COUNTY AND THE CITY OF GRINNELL FOR EMERGENCY MEDICAL SERVICES.

WHEREAS, the City of Grinnell is committed to providing emergency medical services for the city and rural areas; and

WHEREAS, agreements have been negotiated between the above mentioned townships in Poweshiek County and the City of Grinnell.

NOW, THEREFORE, BE IT RESOLVED by the Grinnell City Council meeting in regular session this 6th day of April, 2020, that the Mayor is hereby authorized and directed to sign the agreements between the townships in Poweshiek County and the City of Grinnell for emergency medical services as presented.

Passed and adopted this 6th day of April, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Chester Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Chester".

WHEREAS, Grinnell is willing to provided ambulance service to Chester through a private contractor; and

WHEREAS, Chester desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Chester has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Chester in the same manner as provided to residents of Grinnell.
2. The charge for the service to Chester will be \$.20 per \$1,000.00 of taxable valuation annually.
3. Chester, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Chester, Chester shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Chester of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

CHESTER TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Chester Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Chester Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Grant Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Grant".

WHEREAS, Grinnell is willing to provided ambulance service to Grant through a private contractor; and

WHEREAS, Grant desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Grant has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Grant in the same manner as provided to residents of Grinnell.
2. The charge for the service to Grant will be \$.20 per \$1,000.00 of taxable valuation annually.
3. Grant, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.
5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year

in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Grant, Grant shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Grant of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

GRANT TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

MIDWEST AMBULANCE OF
IOWA, INC.

By: _____
Kim E. Chapman, President

By: _____
Kathleen M. Chapman, Secretary

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dan F. Agnew and AnnMarie Wingerter, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2020; and that Dan F. Agnew and AnnMarie Wingerter acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POWESHIEK)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared

_____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Grant Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Grant Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Malcom Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Malcom".

WHEREAS, Grinnell is willing to provided ambulance service to Malcom through a private contractor; and

WHEREAS, Malcom desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Malcom has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Malcom in the same manner as provided to residents of Grinnell.

2. The charge for the service to Malcom Sections 5-7, 18, 19, and 30 will be \$.2025 per \$1,000.00 of taxable valuation annually and Malcom Sections 4, 8, 9, 16, 17, 20, 21, 28, 29, and 31-33 will be \$.1700 per \$1,000 of taxable valuation annually. These are the Malcom Township Sections covered by this Agreement.

3. Malcom, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.

4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Malcom, Malcom shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Malcom of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

MALCOM TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Malcom Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Malcom Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Pleasant Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Pleasant".

WHEREAS, Grinnell is willing to provided ambulance service to Pleasant through a private contractor; and

WHEREAS, Pleasant desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Pleasant has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Pleasant in the same manner as provided to residents of Grinnell.
2. The charge for the service to Pleasant Sections 5-6 will be \$.20 per \$1,000.00 of taxable valuation annually. These are the Pleasant Township Sections covered by this Agreement.
3. Pleasant, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Pleasant, Pleasant shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Pleasant of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

PLEASANT TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Pleasant Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Pleasant Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

SERVICE AGREEMENT

THIS AGREEMENT entered by the City of Grinnell, a municipal corporation, hereinafter referred to as "Grinnell" and Washington Township, a county township in Poweshiek County, Iowa hereinafter referred to as "Washington".

WHEREAS, Grinnell is willing to provided ambulance service to Washington through a private contractor; and

WHEREAS, Washington desires that Grinnell provide this service; and

WHEREAS, Midwest Ambulance of Iowa, Inc. has been employed by Grinnell as an independent contractor to provide ambulance services; and

WHEREAS, the parties agree that a fee for ambulance service is equitable and fair; and

WHEREAS, Washington has been previously served by Midwest Ambulance of Iowa, Inc. in the past and is familiar with the company, has determined that it is a competent company, and has reviewed the contract between Grinnell and Midwest Ambulance; and

WHEREAS, the parties wish to enter this relationship and, to that end, have negotiated a formula to assess the cost for ambulance service.

NOW, THEREFORE, the parties agree as follows:

1. Grinnell will provide ambulance service to Washington in the same manner as provided to residents of Grinnell.
2. The charge for the service to Washington Sections 1-24 will be \$.20 per \$1,000.00 of taxable valuation annually. These are the Washington Township Sections covered by this Agreement.
3. Washington, based on the above formula, agrees to pay Grinnell in two equal installments on October 1st and April 1st annually.
4. The ambulance service will continue to be operated by the city of Grinnell as it best sees fit.

5. This Agreement shall run from year to year with a new contribution level established by the parties each year by January 15 of the year in which this Agreement expires. If either party wishes to cancel this Agreement, they may do so upon giving the other party one hundred eighty days (180) days written notice of its intent to cancel this Service Agreement. In the absence of such notice from either party the terms will continue for one year automatically. The term of the agreement shall run annually from July 1st to June 30th. The first possible termination date for this Agreement is June 30, 2021 except as described in Section 7 below.

6. If for any reason, this Agreement is terminated between Grinnell and Washington, Washington shall, as soon as possible, notify Poweshiek County Auditor.

7. If the private contractor providing ambulance service to Grinnell terminates their contract, this Agreement will terminate on the last day of service and all payments will be made or refunded on a pro rata basis. Grinnell will notify Washington of the pending termination as soon as possible.

DATED this _____ day of _____, 2020.

CITY OF GRINNELL

WASHINGTON TOWNSHIP

By: _____
Dan F. Agnew, Mayor

By: _____

By: _____

By: _____

ATTEST:

ATTEST:

AnnMarie Wingerter, City Clerk

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Washington Township, Iowa, a county township; that the seal affixed to the foregoing instrument is the corporate seal of the township, and that the instrument was signed and sealed on behalf of the township by the authority of its Board of Trustees, as contained in Resolution No. _____ of Washington Township, Iowa on the ____ day of _____, 2020; and that _____ and _____ acknowledged the execution of the instrument to their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
_____ COUNTY)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kim E. Chapman and Kathleen M. Chapman, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that (no seal has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that the said Kim E. Chapman and Kathleen M. Chapman, as officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, APRIL 6, 2020 AT 6:15 P.M.
VIA ZOOM**

Join from PC, Mac, Linux, iOS or Android: <https://skccom.zoom.us/j/300432340>

Or iPhone one-tap :

US: +13126266799,,300432340# or +16468769923,,300432340#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 876 9923 or +1 253 215 8782 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833

Meeting ID: 300 432 340

International numbers available: <https://skccom.zoom.us/u/abwyWtdePA>

Or an H.323/SIP room system:

H.323:

162.255.37.11 (US West)

162.255.36.11 (US East)

Meeting ID: 300 432 340

SIP: 300432340@zoomcrc.com

OR Join from an internal SKC Video Conference Endpoint: 70300 432 340

Or Skype for Business (Lync):

<https://skccom.zoom.us/skype/300432340>

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Davis, Gaard.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider resolution accepting bids and authorizing the award of contract for the demolition of the structure at 1217 5th Avenue (See Resolution No. 2020-62).
2. Discuss amending/expanding the Central Urban Revitalization Area.

INQUIRIES:

ADJOURNMENT:

RESOLUTION 2020-62

RESOLUTION MAKING AWARD OF CONTRACT FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 1217 5TH AVENUE IN THE CITY OF GRINNELL, IOWA

WHEREAS, the following bid for the demolition of the structure located at 1217 5th Avenue, in the city of Grinnell, Iowa has hereby been accepted, the same being the lowest responsible bid for the said work, as follows:

CONTRACTOR: Absolute Infrastructure

AMOUNT OF BID: \$34,000.00

PORTION OF PROJECT: Entire.

WHEREAS, it has been approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to execute a contract with the Contractor for the demolition of the structure located at 1217 5th Avenue in the city of Grinnell, Iowa.

Where upon Mayor Canfield declared duly passed and approved this 6th day of April, 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk

BID TABULATION

On Tuesday March 30, 2020 at 4:00pm I opened three bids for the demolition of the structure located at 1217 5th Avenue. I had contacted four companies and gave a deadline of bids to be received by noon on 3/20/2020.

The following bids were opened:

Bidder	Iowa Demo		Howe Excavating		Absolute Infrastructure	
		Item Total		Item Total		Item Total
<i>Description</i>						
Demolition of 1217 5 th Ave		62,700.00		\$37,500.00		\$28,000.00
Notes		Remove debris, fill with dirt.		Remove debris, fill with dirt.		Demo, Disposal, & Backfill. Does not include tipping fee.
Tipping Estimate						
Tons					200	
Price Per Ton					\$30	
Total Tipping Fees						\$6,000.00
Total						
TOTAL		62,700.00		\$37,500.00		\$34,000.00

Respectfully submitted,

–Tyler Avis Director of Building and Planning

ORDINANCE NO. 1483

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO ANIMAL PROTECTION AND CONTROL.

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Grinnell, Iowa, is amended by adding a new Section 55.14, entitled ANIMAL WASTE, which is hereby adopted to read as follows:

55.14 ANIMAL WASTE. Any person who walks an animal on private or public grounds shall be responsible for the proper and immediate disposal of the solid waste excreted by that animal, except when the animal is on the owner's or keeper's property. This section shall not apply to animals under control of a handicapped person and specially trained for the purpose of assisting handicapped persons.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ___ day of _____, 2020, and approved this ___ day of _____, 2020.

Mayor

ATTEST:

City Clerk

I certify that the foregoing was published as Ordinance No. 1483 on the ___ day of _____, 2020.

City Clerk