



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, MAY 4, 2020 AT 7:00 PM
VIA ZOOM

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of Agenda

Documents:

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

3. Consent Agenda

3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA.PDF](#)

4. Meeting Minutes/Communications

4.A. Meeting Minutes And Communications

Documents:

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

5. Committee Business

5.A. Report From The Finance Committee

5.A.1. Report From The Finance Committe

Documents:

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

5.B. Report From Public Works And Grounds Committee

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

Documents:

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

5.C. Report From Public Safety Committee

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

Documents:

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

5.D. Report From Planning Committee

5.D.1. Report From The Planning Committee

Documents:

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

6. Closed Session

Documents:

[10 - CHAPTER 21.5 -.PDF](#)

7. Inquiries

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, MAY 4, 2020 AT 7:00 P.M.
VIA ZOOM

Join Zoom Meeting

<https://zoom.us/j/94252427196?pwd=ZVRhbzZmdk9uNVp5THNTTUlscGk0Zz09>

Meeting ID: 942 5242 7196

Password: 011358

One tap mobile

+13017158592,,94252427196#,1#,011358# US (Germantown)

+13126266799,,94252427196#,1#,011358# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 942 5242 7196

Password: 011358

Find your local number: <https://zoom.us/u/aekz4TciHS>

TENTATIVE AGENDA

1) **Call to Order:**

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

3) **Consent Agenda:**

1. Previous minutes as drafted from the Monday, April 20, 2020 Regular Session.
2. Previous minutes as drafted from the Thursday, April 30, 2020 Special Session.
3. Approve Liquor License renewals:
 1. Suzi's Boutique, LLC, 823 4th Ave.
4. Approve ROW work for Grinnell College for Park St, 6th Ave to 9th Ave and Broad St, 7th Ave to 8th Ave.
5. Approve ROW work for Mediacom for I-80.
6. Approve ROW work for Windstream for I-80 Ramp.
7. Approve city claims and payroll claims from April 7, 2020 through and including May 4, 2020 in the amount of \$652,639.56.
8. Review Campbell Fund requests.

**All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.*

4) **Meeting Minutes and Communications:**

- a) Finance Committee minutes: April 20, 2020.
- b) Public Works & Grounds Committee minutes: April 20, 2020.
- c) Public Safety Committee minutes: April 20, 2020.
- d) Planning Committee minutes: April 20, 2020.
- e) Library Board minutes: March 25, 2020.
- f) March 2020 Central Park Campaign Report.
- g) March 2020 Skatepark Campaign Report.
- h) March 2020 Veterans Memorial Building Campaign Report.

5) **Committee Business:**

A. Report from the Finance Committee

- 1. Update and status of the Grinnell Iowa Reinvestment Act award.
- 2. Discuss Strategic Plan Initiative #1 and Action Plan: More targeted and aggressive public/city investment to accomplish economic development priorities – partner with others to expand resource options.
- 3. Discuss Strategic Plan Initiative #3 and Action Plan: Update job descriptions, compensation study, and success planning.
- 4. Discuss Strategic Plan Initiative #12: Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes. Finance Committee, Russ Behrens, and Sharon Mealy.
- 5. Discuss Strategic Plan Initiative #15: Financial software that allows real time access to budget information and payroll data entry. 2 votes. Finance Committee, Ann Wingerter, and Kim Kolars.
- 6. Discuss Strategic Plan Initiative #18: Consider fire service fees for certain commercial and industrial properties. 0 votes. Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew.
- 7. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-68).
- 8. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-69).

B. Report from the Public Works and Grounds Committee

- 1. Consider setting public hearing and directing clerk to publish notice for FY 2021 Seal Coat Project (bids to be received and opened on May 13th at 1:30 pm with bid award on May 18th).
- 2. Consider resolution authorizing payment of contractor's pay request No. 27 in the amount of \$117,774.50 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-70).
- 3. Review and consider quotes received for sanitary sewer cleaning and televising in southeast Grinnell related to the Community Development Block Grant application (See Resolution No. 2020-71).
- 4. Consider Change Order No. 1 for the 16th Avenue Culvert Replacement Project (See Resolution No. 2020-72).
- 5. Consider approval of a commissioning flight inspection of the Grinnell Regional Airport in the amount of \$12,007.80 (See Resolution No. 2020-73).

6. Discuss Iowa Highway 146 Resurfacing Project.
7. Discuss Strategic Plan Initiative #6 and Action Plan: Greatly improved sidewalks in a public / private partnership. Analyzing approach to replacement.
8. Discuss Strategic Plan Initiative #8: Study solid waste/recycling solutions, etc. 5 votes. PW & G Committee, Duane Neff and Barb Flander.
9. Discuss Strategic Plan Initiative #13: Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes. PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
10. Discuss Strategic Plan Initiative #14: Develop another deep drinking well. 2 votes. PW & G Committee, Jan Anderson, and Jim Brown.
11. Discuss Strategic Plan Initiative #17: Develop pilot program to disconnect footing drains. 0 votes. PW & G Committee, Jan Anderson, and Daniel Ramos

C. Report from the Public Safety Committee

1. Receive information from Andrew Stith regarding radon testing for rental properties.
2. Consider request from Grinnell College to remove or replace municipal pole light at 8th Ave and Park Street.
3. Discuss guidelines for the safe and responsible reopening of City Hall and other city facilities.
4. Consider resolution approving amended agreement with Midwest Ambulance. (See Resolution No. 2020-74).
5. Discuss Strategic Plan Initiative #4 and Action Plan: Consider hiring a third-party consultant to analyze current EMS Operations and create a long-term strategic plan.
6. Discuss Strategic Plan Initiative #5 and Action Plan: County-wide 700-800 MHz digital radio system. County wide and interoperable communications in equal partnership with EMS agencies, fire departments, other cities, and the County. Development and implementation of new public safety communication system.
7. Discuss Strategic Plan Initiative #10: Support community mental health solutions. 5 votes. Public Safety Committee, Dennis Reilly, and Mayor Agnew.
8. Consider agreement with CentralSquare Technologies, LLC for an evaluation period of online citizens reporting software (See Resolution No. 2020-75).

D. Report from the Planning Committee

1. Consider resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Spencer Street Apartments, 1129/1131 Spencer Street (See Resolution No. 2020-76).
2. Review nuisance property priority list and action plan.
3. Discuss Strategic Plan Initiative #2 and Action Plan: Strong support for initiatives that expand housing options (type, cost, location, etc.).
4. Discuss Strategic Plan Initiative #7: Work with Chamber to develop multimedia promotional items. 5 votes. Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy.
5. Discuss Strategic Plan Initiative #9: Appoint a communications director/social media coordinator. 5 votes. Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter.
6. Discuss Strategic Plan Initiative #11: Update Land Use Plan and Zoning Ordinances. 4 votes. Planning Committee, Russ Behrens, and Tyler Avis.

7. Discuss Strategic Plan Initiative #16: Review community daycare needs. 1 vote. Planning Committee, Jordan Allsup, and Marilyn Kennett.
8. Discuss Strategic Plan Initiative #19: Host open houses at city facilities. 0 votes. Planning Committee and Sharon Mealy.

6) **Closed Session**

According to Chapter 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

7) **Inquiries:**

8) **Adjourn**



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, APRIL 20, 2020 AT 7:00 P.M.

VIA ZOOM

<https://zoom.us/j/95070521787?pwd=Sk0zTHozdTbvSctYdlFpZnJMdUVxQT09>

MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with all the council members in attendance. Gaard joined the meeting at 7:02 p.m.

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, April 6, 2020 Regular Session.
2. Previous minutes as drafted from the Thursday, April 16, 2020 Special Session.
3. Accept Retirement of Brenda McDonald, Library Assistant, effective April 26, 2020.
4. Approve ROW work for Windstream for Penrose St
5. Review Campbell Fund requests.

AYES: 6-0. Motion carried.

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

- a) Finance Committee minutes: April 6, 2020.
- b) Public Works & Grounds Committee minutes: April 6, 2020.
- c) Public Safety Committee minutes: April 6, 2020.
- d) Planning Committee minutes: April 6, 2020.
- e) Parks & Recreation Board minutes: April 13, 2020.
- f) Veterans Memorial Commission minutes: March 9, 2020.
- g) March 2020 Treasurer's Report
- h) March 2020 Monthly Building Permit Report.

FINANCE COMMITTEE

Wray made the motion, second by White to approve Resolution No. 2020-65 – A resolution approving lease with the Grinnell Housing Authority. AYES: 6-0. Motion carried.

Wray made the motion, second by Bly to approve Resolution No. 2020-66 - A resolution amending the city of Grinnell Personnel Policy Manual. AYES: 6-0. Motion carried.

Wray stated that the committee reviewed the delinquent city utility account list. No action was taken.

The CDBG COVID-19 grant proposal was approved at the April 6, 2020 meeting and the committee recommended no changes. No action was taken.

Wray made the motion, second by White to approve special Campbell Fund request from the Grinnell Optimist Club to assist in funding the annual “Backpack for Kids” program the second Saturday in August. AYES: 6-0. Motion carried.

Wray made the motion, second by Bly to approve a \$5,000 allocation from the Campbell Fund for Grinnell Food Coalition with the provision of a spreadsheet of recipients every two weeks and changing the income guidelines for Campbell Fund to 200% of the poverty level for six months. AYES: 6-0. Motion carried.

PUBLIC WORKS AND GROUNDS COMMITTEE

Greg Roth, Veenstra & Kimm, provided the committee with an update on the Iowa Department of Natural Resources State Revolving Fund grant storm water quality projects. Hueftle-Worley shared that update. No action was taken.

Hueftle-Worley provided an update the committee received from the Building and Planning Department regarding cemetery electronic records and work done in recent months. No action was taken to.

PUBLIC SAFETY COMMITTEE

White made the motion, second by Hueftle-Worley to approve upgrading Grinnell Fire Department to EMT level ambulance with transport. AYES: 6-0. Motion carried.

White stated that the committee reviewed the amended Emergency Medical Services agreement with Midwest Ambulance to provide for second out ambulance. No action was taken.

PLANNING COMMITTEE

The committee reviewed draft of 2020 City Council Strategic Planning Work Session – Executive Summary along with Action Plans for the top six items. No action was taken.

Bly stated that Tyler Avis discussed the nuisance property priority list and action plan with the committee. No action was taken.

Bly shared that Avis also discussed maintenance and ongoing nuisance abatement of 11 11th Avenue with the committee. No action was taken.

INQUIRIES

There were no inquiries.

ADJOURNMENT

The Mayor declared the meeting adjourned at 7:17 p.m.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR
1)



GRINNELL CITY COUNCIL SPECIAL SESSION MEETING
THURSDAY, APRIL 30, 2020 at 1:00 P.M.

VIA ZOOM

<https://zoom.us/j/99060243116?pwd=cXNxWlJBdzVQdGtuc3lkejZueTVaQT09>

MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with all the council members in attendance.

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

The Mayor announced it was the time and place for the public hearing regarding Adopting the FY 2021 Budget. He asked for any comments written or verbal, for or against the Proposed Property Tax Levy. There were none.

Hueftle-Worley made the motion, second by Gaard to close the public hearing. AYES: 6-0. Motion carried.

White made the motion, second by Davis to approve Resolution No. 2020-67 - A resolution adopting FY 2021 budget. AYES: 6-0. Motion carried.

No action was taken on the amended agreement with Midwest Ambulance.

Wray asked what time would work for the Finance Committee meeting on Monday, May 4, 2020.

The meeting was adjourned at 1:05 p.m.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

Applicant License Application (WBN001148)

Name of Applicant: <u>Suzi's Boutique, LLC</u>		
Name of Business (DBA): <u>Suzi's Boutique</u>		
Address of Premises: <u>823 4th Avenue</u>		
City <u>Grinnell</u>	County: <u>Poweshiek</u>	Zip: <u>50112</u>
Business <u>(641) 236-0058</u>		
Mailing <u>823 4th Avenue</u>		
City <u>Grinnell</u>	State <u>IA</u>	Zip: <u>50112</u>

Contact Person

Name <u>Susan Schmidt</u>	
Phone: <u>(641) 990-3548</u>	Email <u>suzis_boutique@yahoo.com</u>

Classification Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 05/23/2019

Expiration Date: 05/22/2020

Privileges:

Class B Native Wine Permit (WBN)

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Susan Schmidt

First Name: Susan **Last Name:** Schmidt
City: Grinnell **State:** Iowa **Zip:** 50112
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

City of Grinnell

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

1. Applicant: Grinnell College 1119 6th Avenue
Name Address
Grinnell Iowa 50112 641-269-4901
City, State Zip Telephone
2. Contact Person: Dave Dale 1119 6th Avenue
Name Address
Grinnell Iowa 50112 641-990-3143
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".
- N/A A drawing and explanation of concrete or asphalt restoration.
- N/A Information regarding sod work and tree replacement.
- Location of other existing utilities within the work area. one call
- N/A Typical detail sections where special attention is required for some restoration work.
- N/A 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: <u>0</u>	x \$1.00	<u>0</u>
	Linear Feet Outside C-2: <u>80</u>	x \$0.50	<u>40</u>
		Total:	\$ <u>90.00</u>

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

Date of Acceptance 4-23-2020

Date of Approval _____

Staff TA

Public right of way communication license application

Grinnell College proposes to install conduit in City of Grinnell right of way for our communications system. This conduit install will included (2) conduits, each conduit being 4 inches in diameter. The attached plan shows handholds on Grinnell College property adjacent to the city road right of way.

There are four right of way crossings in this plan. Located on attached map.

New or replaced handholds on Grinnell College property.

Proposed construction work method is direct bore.

Conduit depth proposed would be 30-36 inches under the pavement, subject to approval and adjustment by city infrastructure manager.

Pavement width is 80 feet including sidewalks.

Final details determined by contractor (S&F) and City of Grinnell personnel.

Work to begin once application is approved, estimated start time in 30 days.

The mailing address is Grinnell College 1119 Sixth Avenue, Grinnell Iowa 50112

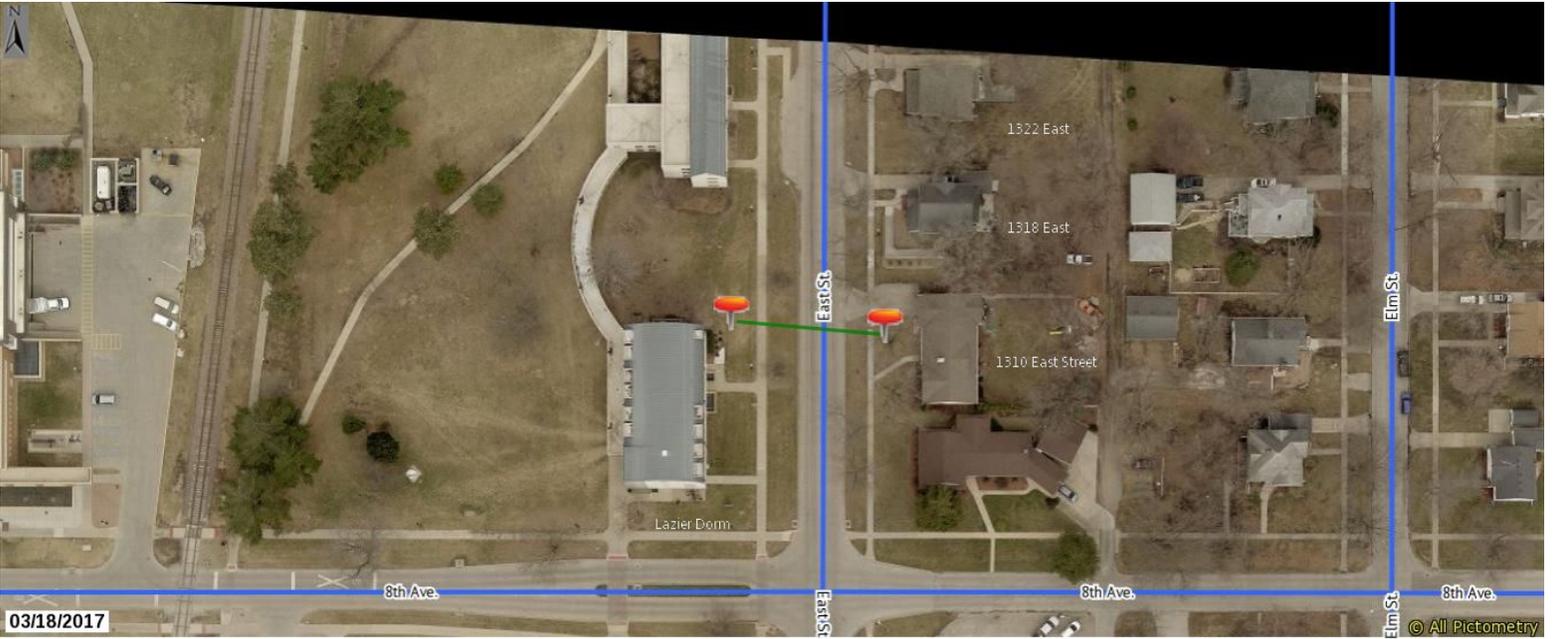
The first proposed crossing is North of 8th Avenue, under park Street, between 8th and 9th Avenue. The legal description for the first crossing is commencing at the East boundary of lot 9, block 9 in North Grinnell, Iowa, due East to the West boundary line of lot 2, block 10. The proposed easement is 20 feet by 80 feet beginning at the SE corner of lot 9, block 9, due East to the SW corner of lot 2, block 10, due north 20 feet, due West 80 feet and due South 20 feet to the beginning point in lot 9, block 9.

The second proposed crossing is West of Park street, under 8th Avenue, between Park Street and Broad Street. The legal description for the second crossing is commencing at the South boundary of lot 9, block 9 in North Grinnell, Iowa, due South to the North boundary line of lot 7, block 8. The proposed easement is 20 feet by 80 feet beginning at the SE corner of lot 9, block 9, due South 80 feet to the NE corner of lot 7, block 8, due West 20 feet, due North 80 feet and due East 20 feet to the beginning point in lot 9, block 9.

The third proposed crossing is West of Park street, under 7th Avenue, between Park Street and Broad Street. The legal description for the second crossing is commencing at the South boundary of lot 12, block 8 in North Grinnell, Iowa, due South to the North boundary line of lot 7, block 7. . The proposed easement is 20 feet by 80 feet beginning at the SE corner of lot 7, block 7, due South 80 feet to the NE corner of lot 7, block 7, due West 20 feet, due North 80 feet and due East 20 feet to the beginning point in lot 12, block 8.

The fourth proposed crossing is North of 6th Avenue, under park Street, between 6th and 7th Avenue. The legal description for the fourth crossing is commencing at the East boundary of lot 12, block 7 in

North Grinnell, Iowa, due East to the West boundary line of lot 1, block 12. The proposed easement is 20 feet by 80 feet beginning at the SE corner of lot 12, block 7, due East to the SW corner of lot 1, block 12, due north 20 feet, due West 80 feet and due South 20 feet to the beginning point in lot 12, block 7.



Letter of Transmittal

To: **Jamison Brus**
City of Grinnell
520 4th Ave
Grinnell, IA 50112

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

Date: 04-21-2020	
File Classification: Permit	Phase/Task: /
RE: Mediacom Utility Permit – 2048 West St Hwy 146	

We are sending you:

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

COPIES	DATE	NO.	DESCRIPTION
1	4/21/2020	1	Grinnell Right-of-Way License Application
3	4/21/2020	2	Site Plan Drawing
1	4/21/2020	3	Check No. 69622 – City of Grinnell Permit Fee of \$50.00
1	4/21/2020	4	Iowa DOT Accommodation Permit (Signature Requested)
1	4/21/2020	5	Return Envelope

These are transmitted as checked below:

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

Remarks:

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

Copy to: File

Office Location: Grimes

Signed: 
 Print name: Jeffrey L Bartscher

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

City of Grinnell

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

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

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

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

4. List any other items of concern particular to this project:
5. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt)
Receipt No. 00402520
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

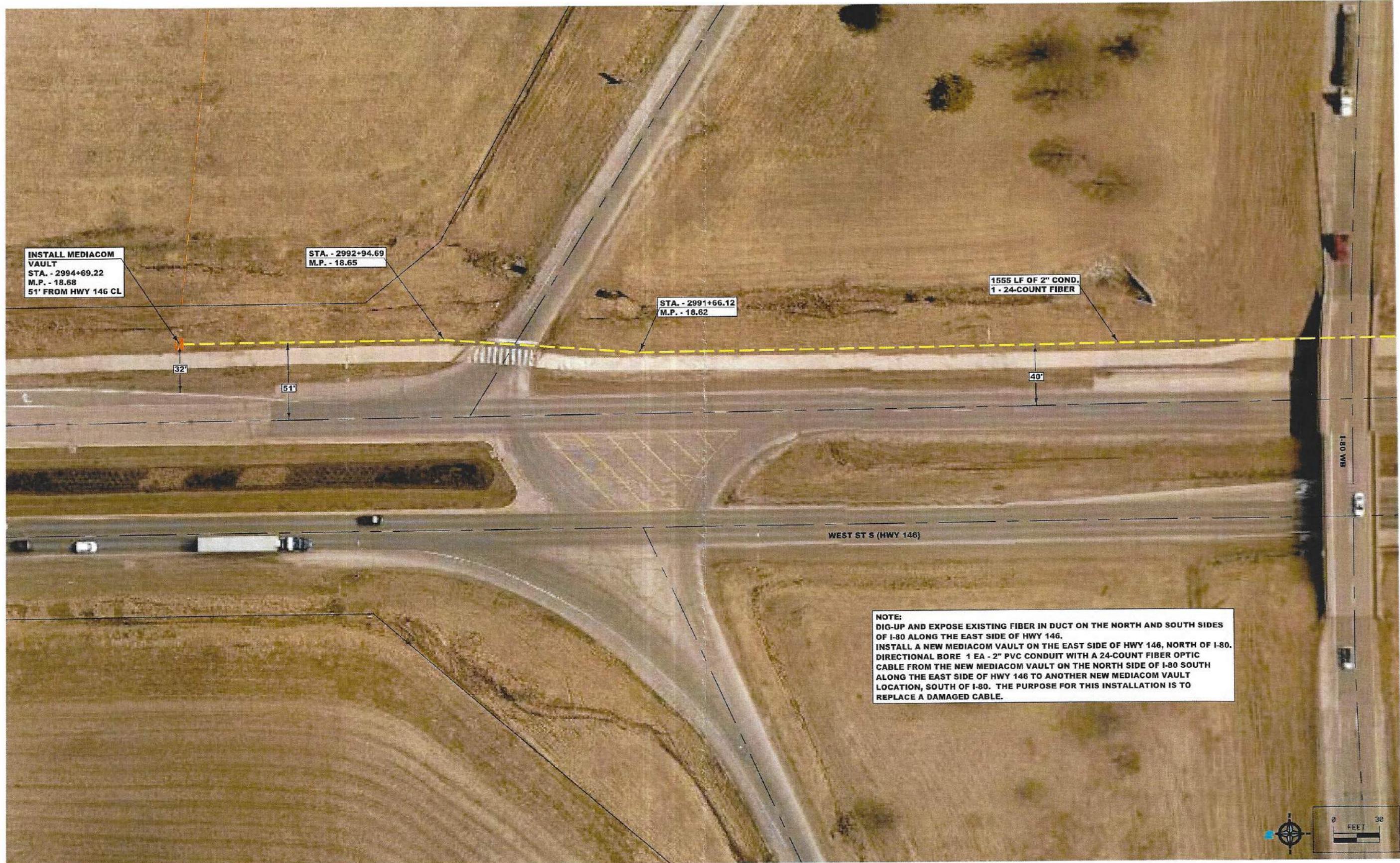
Fees:	Administrative Fee:		<u>\$50.00</u>
	Use Fee:		
	(No Additional Customers) Greater of \$100.00 or:		
	Linear Feet Within C-2: _____	x \$1.00	_____
	Linear Feet Outside C-2: _____	x \$0.50	_____
		Total:	\$ <u>50.00</u>

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

Date of Acceptance 4-27-2020

Date of Approval _____

Staff TA



NOTE:
 DIG-UP AND EXPOSE EXISTING FIBER IN DUCT ON THE NORTH AND SOUTH SIDES OF I-80 ALONG THE EAST SIDE OF HWY 146.
 INSTALL A NEW MEDIACOM VAULT ON THE EAST SIDE OF HWY 146, NORTH OF I-80. DIRECTIONAL BORE 1 EA - 2" PVC CONDUIT WITH A 24-COUNT FIBER OPTIC CABLE FROM THE NEW MEDIACOM VAULT ON THE NORTH SIDE OF I-80 SOUTH ALONG THE EAST SIDE OF HWY 146 TO ANOTHER NEW MEDIACOM VAULT LOCATION, SOUTH OF I-80. THE PURPOSE FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.



PROJECT NO: 117634-PCN
 PROJECT NAME: I-80 INTERCHANGE
 PROJECT DATE: MAY 2020
 CAD DATE: 04/20/2020

DESIGNED BY: J.BARTSCHER
 CHECKED BY: R.ADAMS
 DRAWN BY: J.BARTSCHER

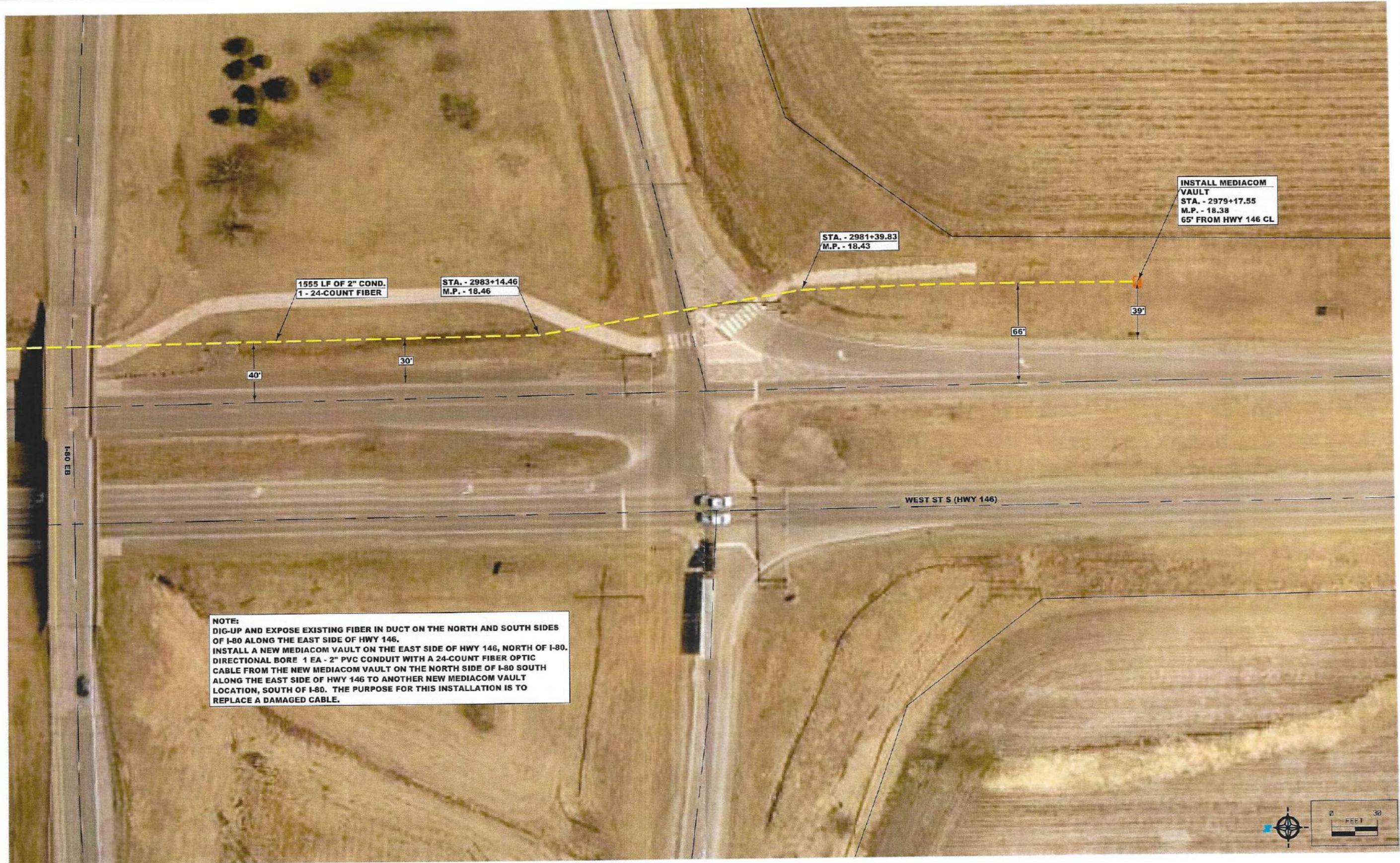
NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT
 IOWA DOT - DISTRICT 1
 GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
 UTILITY PERMIT APPLICATION

SHEET NO.
 1/2



INSTALL MEDIACOM
VAULT
STA. - 2979+17.55
M.P. - 18.38
65' FROM HWY 146 CL

STA. - 2981+39.83
M.P. - 18.43

1555 LF OF 2" COND.
1 - 24-COUNT FIBER

STA. - 2983+14.46
M.P. - 18.46

40'

30'

66'

39'

NOTE:
DIG-UP AND EXPOSE EXISTING FIBER IN DUCT ON THE NORTH AND SOUTH SIDES OF I-80 ALONG THE EAST SIDE OF HWY 146.
INSTALL A NEW MEDIACOM VAULT ON THE EAST SIDE OF HWY 146, NORTH OF I-80.
DIRECTIONAL BORE 1 EA - 2" PVC CONDUIT WITH A 24-COUNT FIBER OPTIC CABLE FROM THE NEW MEDIACOM VAULT ON THE NORTH SIDE OF I-80 SOUTH ALONG THE EAST SIDE OF HWY 146 TO ANOTHER NEW MEDIACOM VAULT LOCATION, SOUTH OF I-80. THE PURPOSE FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.



PROJECT NO: 117834-PCN
DESIGNED BY: J.BARTSCHER
PROJECT NAME: I-80 INTERCHANGE
CHECKED BY: R.ADAMS
PROJECT DATE: MAY 2020
DRAWN BY: J.BARTSCHER
CAD DATE: 04/20/2020

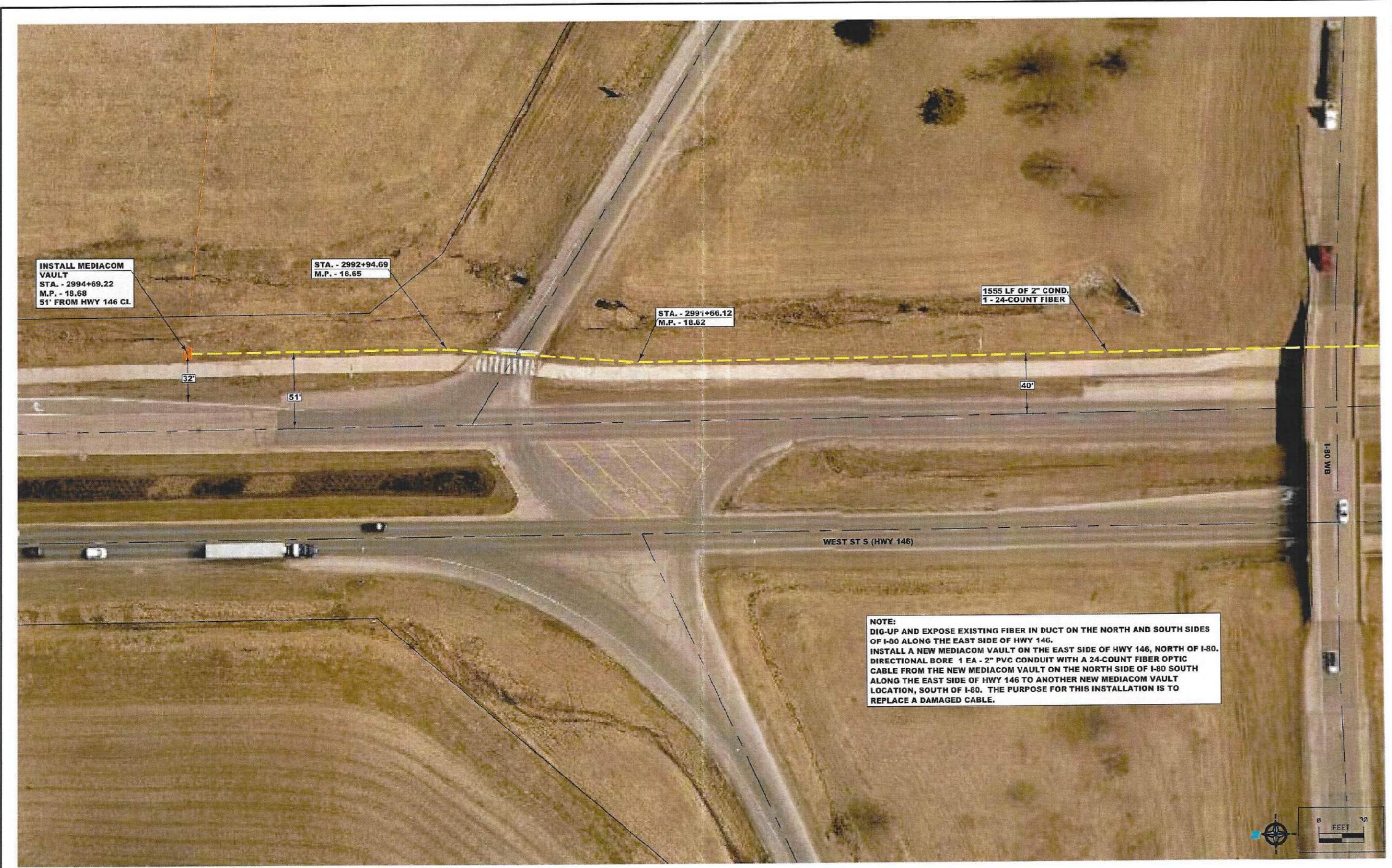
NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
UTILITIES CONSTRUCTION CONTRACTOR

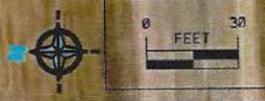
MEDIACOM UTILITY PERMIT
IOWA DOT - DISTRICT 1
GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
UTILITY PERMIT APPLICATION

SHEET NO.
2/2



NOTE:
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PROJECT NO: 117834-PCN
 PROJECT NAME: I-80 INTERCHANGE
 PROJECT DATE: MAY 2020
 CAD DATE: 04/20/2020

DESIGNED BY: J.BARTSCHER
 CHECKED BY: R.ADAMS
 DRAWN BY: J.BARTSCHER

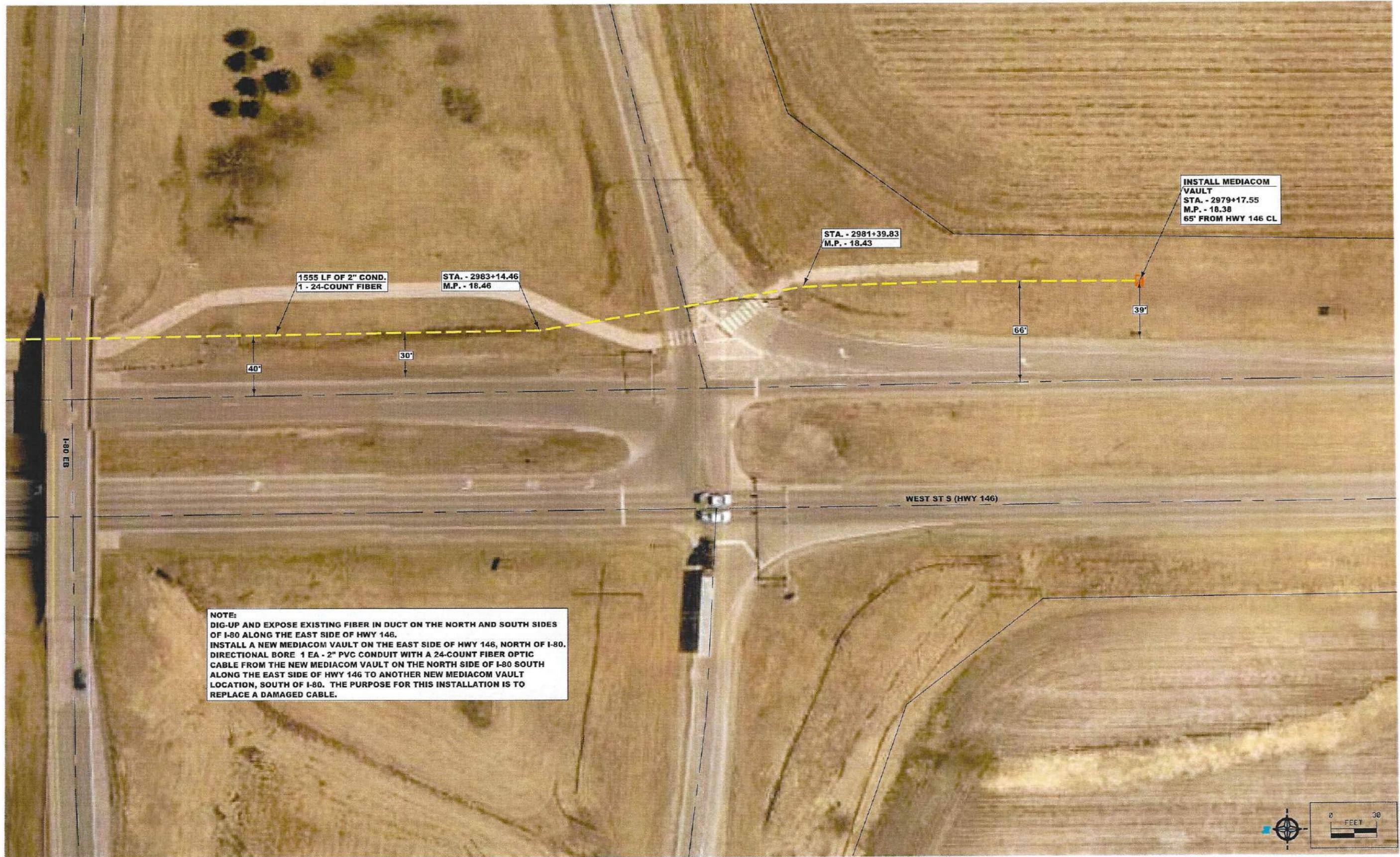
NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT
 IOWA DOT - DISTRICT 1
 GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
 UTILITY PERMIT APPLICATION

SHEET NO.
 1/2



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PROJECT NO: 117834-PCN
 PROJECT NAME: I-80 INTERCHANGE
 PROJECT DATE: MAY 2020
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DESIGNED BY: J.BARTSCHER
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 DRAWN BY: J.BARTSCHER

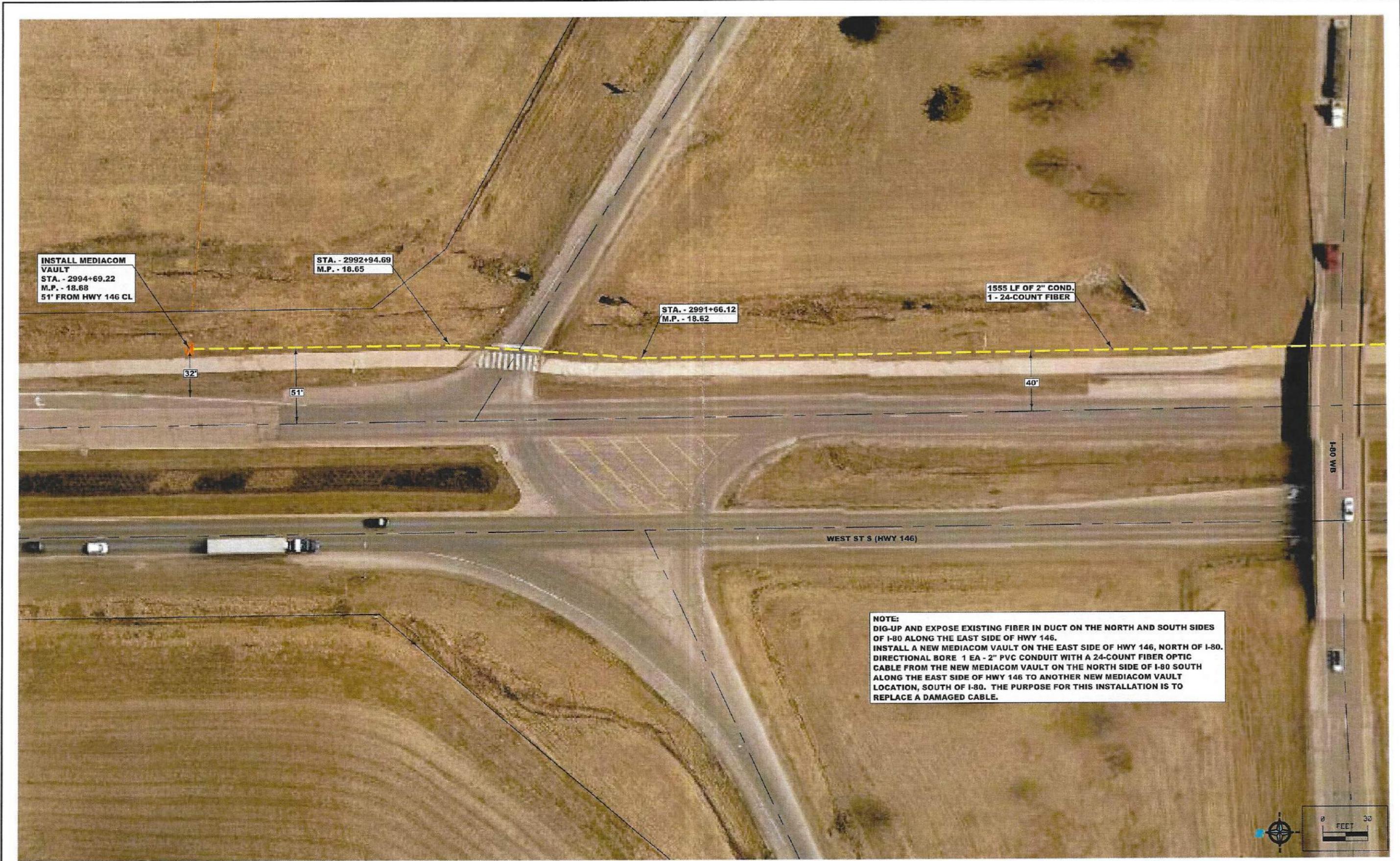
NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT
 IOWA DOT - DISTRICT 1
 GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
 UTILITY PERMIT APPLICATION

SHEET NO.
 2/2



NOTE:
 DIG-UP AND EXPOSE EXISTING FIBER IN DUCT ON THE NORTH AND SOUTH SIDES OF I-80 ALONG THE EAST SIDE OF HWY 146.
 INSTALL A NEW MEDIACOM VAULT ON THE EAST SIDE OF HWY 146, NORTH OF I-80. DIRECTIONAL BORE 1 EA - 2" PVC CONDUIT WITH A 24-COUNT FIBER OPTIC CABLE FROM THE NEW MEDIACOM VAULT ON THE NORTH SIDE OF I-80 SOUTH ALONG THE EAST SIDE OF HWY 146 TO ANOTHER NEW MEDIACOM VAULT LOCATION, SOUTH OF I-80. THE PURPOSE FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.



PROJECT NO: 137834-PCN
 PROJECT NAME: I-80 INTERCHANGE
 PROJECT DATE: MAY 2020
 CAD DATE: 04/20/2020

DESIGNED BY: J.BARTSCHER
 CHECKED BY: R.ADAMS
 DRAWN BY: J.BARTSCHER

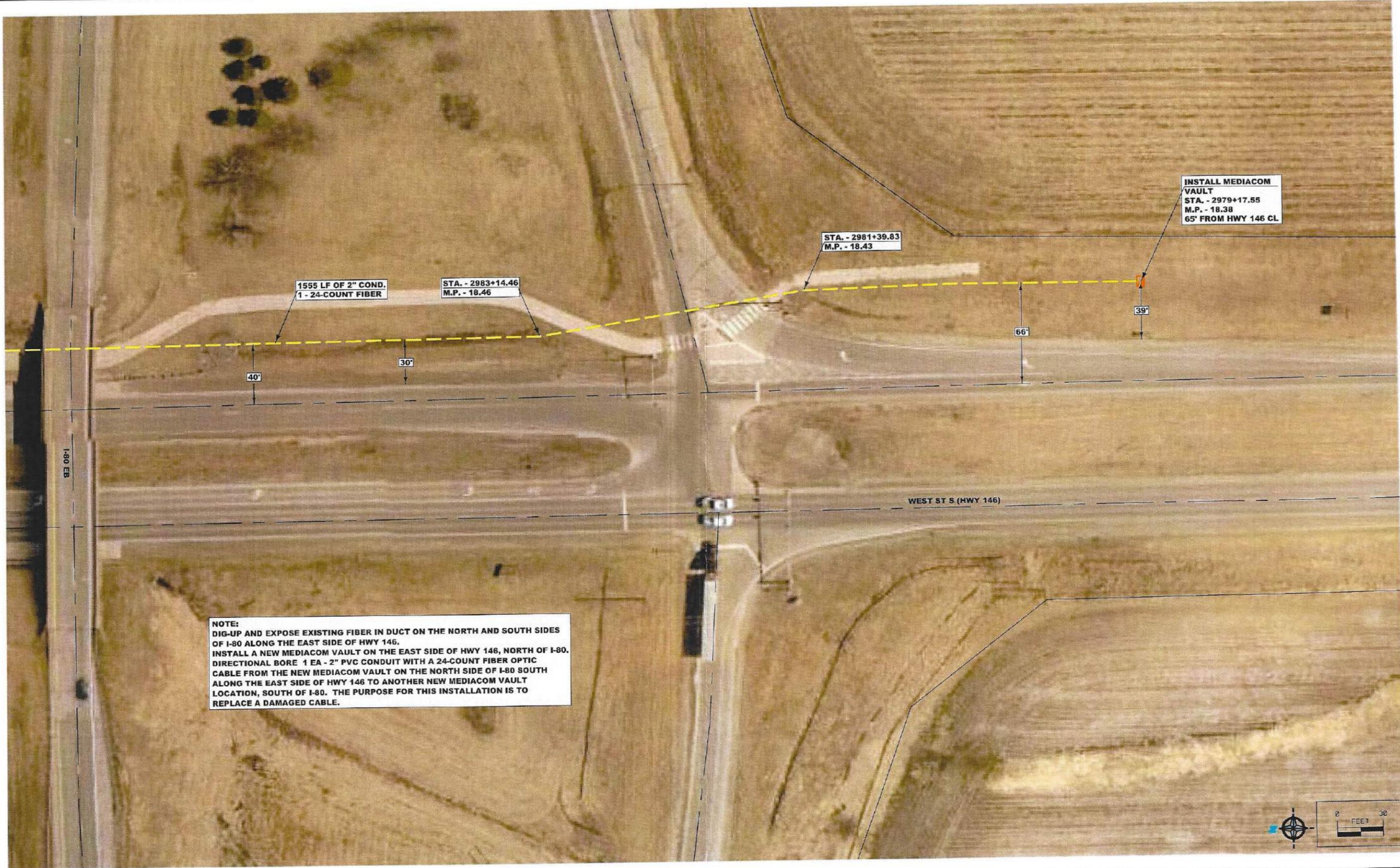
NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT
 IOWA DOT - DISTRICT 1
 GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
 UTILITY PERMIT APPLICATION

SHEET NO.
 1/2



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VAULT
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PROJECT NO: 117834-PCN
DESIGNED BY: J.BARTSCHER
PROJECT NAME: I-80 INTERCHANGE
CHECKED BY: R.ADAMS
PROJECT DATE: MAY 2020
DRAWN BY: J.BARTSCHER
CAD DATE: 04/28/2020

NO	DATE	BY	REVISION DESCRIPTION

COMMUNICATION DATA LINK
UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT
IOWA DOT - DISTRICT 1
GRINNELL, IOWA - POWESHIEK COUNTY

LOCATION PLAN
UTILITY PERMIT APPLICATION

SHEET NO.
2/2

FOR DEPARTMENT USE ONLY

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

APPLICANT (INDIVIDUAL OR COMPANY)

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

INSTALLATION TO BE ACCOMMODATED

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

The installation shall consist of:
Install new Mediacom vaults on the east side of Hwy 146, on the north and south sides of I-80.
Directional bore 1 EA - 2" PVC conduit with a 24-count fiber optic cable between the two new Mediacom vaults. The purpose for this installation is to replace a damaged cable.

New Mediacom vault (north side): Sta. - 2994+69.22, M.P. - 18.68, 51' from Hwy 146 CL
New Mediacom vault (south side): Sta. - 2979+17.55, M.P. - 18.38, 65' from Hwy 146 CL

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

WORK SITE LOCATION

The proposed work as described above is located in Section 33, Twp. 80N, Range 16W on Highway No. 146 generally located 0.00 (miles) at (direction) from I-80 WB CL (city, county line, or other landmark). Work proposed is more specifically located as being from 18.68 (Milepost #) and 2994+69.22 (Highway Station) to 18.38 (Milepost #) and 2979+17.55 (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>

E. Buy America

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

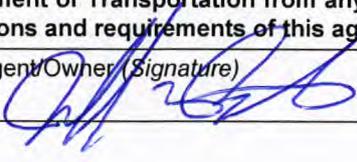
Permit Number: _____

FOR DEPARTMENT USE ONLY

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

Applicant Signature and Agreement

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

Name of Agent (Print or Type) Jeffrey L Bartscher	Agent/Owner (Signature) 	Title Permitting Tech
Name of Owner (Print or Type) MCC Iowa, LLC	Date 4/20/2020	
e-Mail Address jlbartscher@commdatalink.com		

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

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

Recommend Approval Do Not Recommend Approval None Required

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

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

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

Recommend Approval Do Not Recommend Approval None Required

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

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

Recommend Approval Do Not Recommend Approval None Required

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

DEPARTMENT OF TRANSPORTATION FINAL ACTION

Application Approved Application Denied Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

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

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

Permit Number: _____

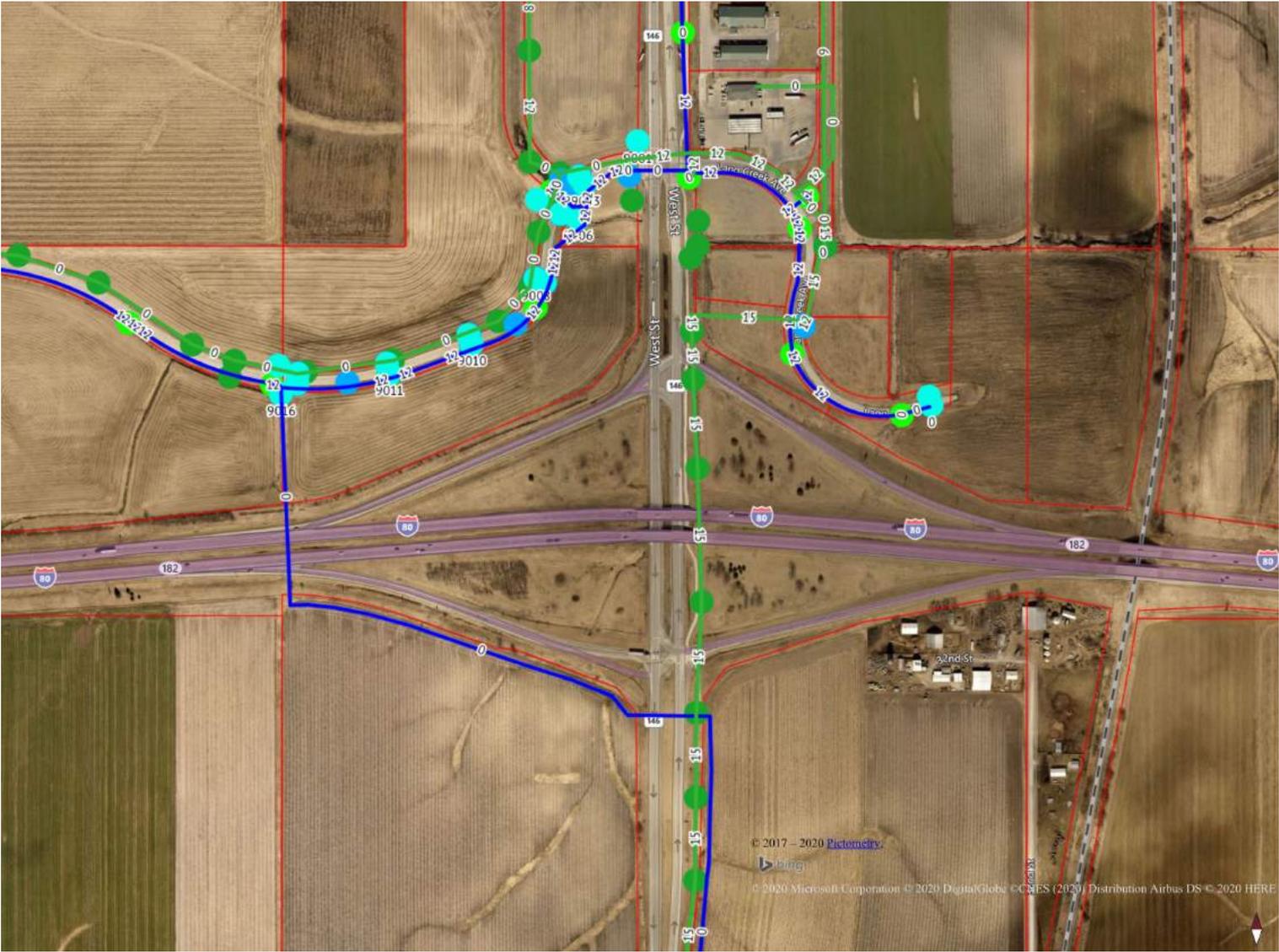
Site Plan & Attachments Checklist for IDOT Utilities Accommodation Permit

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

Attachments

- Proper Traffic Control Standards (IADOT TCxxx Series Standard plans preferred)
Available at - http://www.iowadot.gov/design/stdplne_tc.htm
- 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



City of Grinnell

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

1. Applicant: Windstream Communications, LLC 4001 N. Rodney Parham Rd
Name Address
Little Rock, AR 72212 501-748-5487
City, State Zip Telephone

2. Contact Person: Stephen Adney 4001 N. Rodney Parham Rd
Name Address
Little Rock, AR 72212 501-748-5487
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: <u>0</u>	x \$1.00	<u>0</u>
	Linear Feet Outside C-2: <u>0</u>	x \$0.50	<u>0</u>
		Total:	<u>\$50.00</u>

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

Date of Acceptance 4-22-2020

Date of Approval _____

Staff TA



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: 01/24/20



713392376

Grinnell, IA
Road Move
FE: Junior Grotrian

PED 1565/3

PED 5400/3

Move PED 1565/3 and
PED 5400/3 to the back
of the slope of the
drainage ditch/ROW

Locate and Pothole for Depth

Existing Copper

Existing Fiber

Existing duct @ 20' deep

Contractor needs to verify the Depth of the existing cable Prior to going under the existing Ramps.

If the existing cable is not 20' then Contact Pearce Services and advise us of the Depth.

All Windstream networks to be abandon on east side of IA-146

PED 500/18

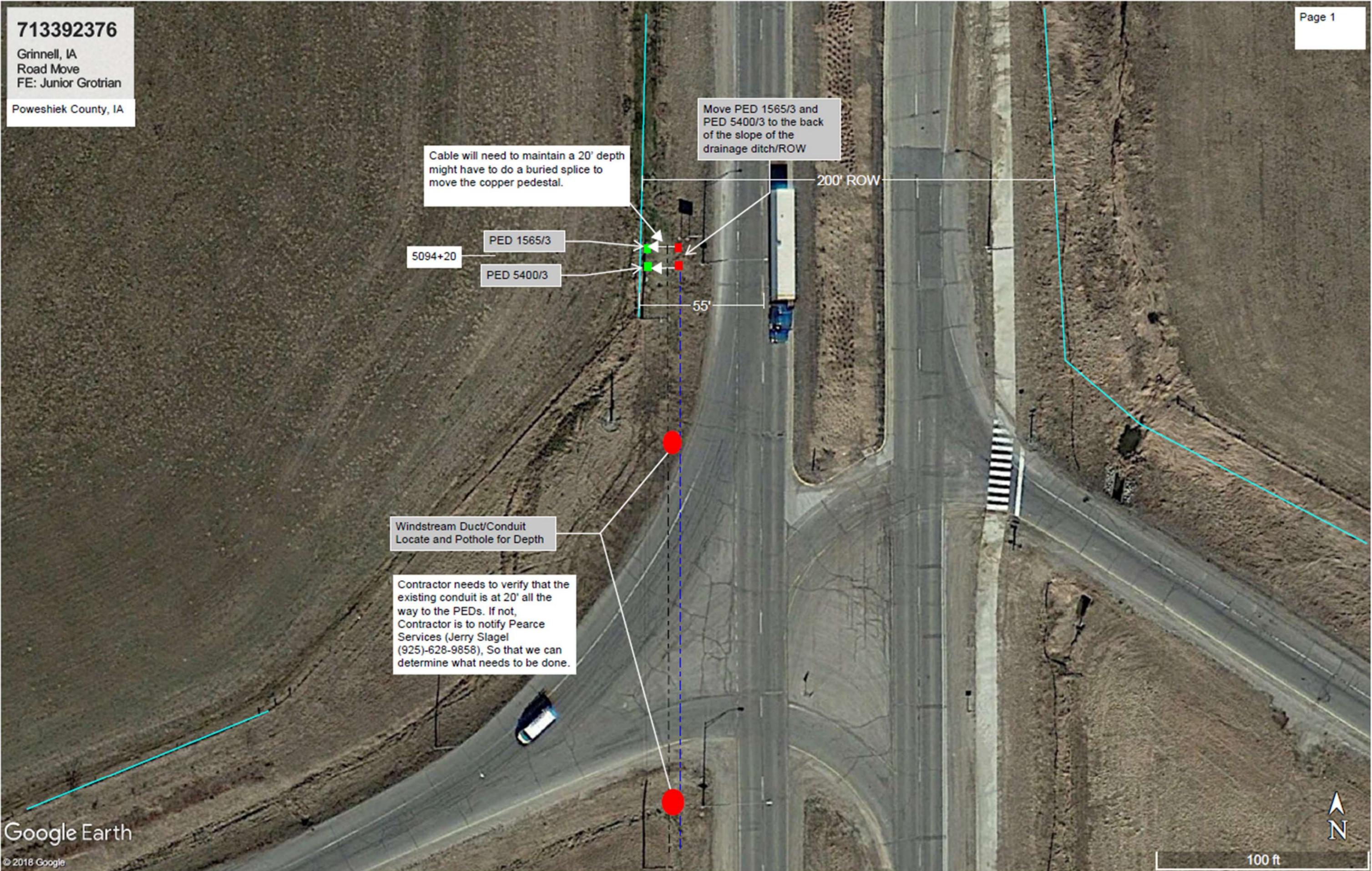
PED 5400/2



713392376

Grinnell, IA
Road Move
FE: Junior Grotrian

Poweshiek County, IA



Cable will need to maintain a 20' depth might have to do a buried splice to move the copper pedestal.

Move PED 1565/3 and PED 5400/3 to the back of the slope of the drainage ditch/ROW

200' ROW

5094+20

PED 1565/3

PED 5400/3

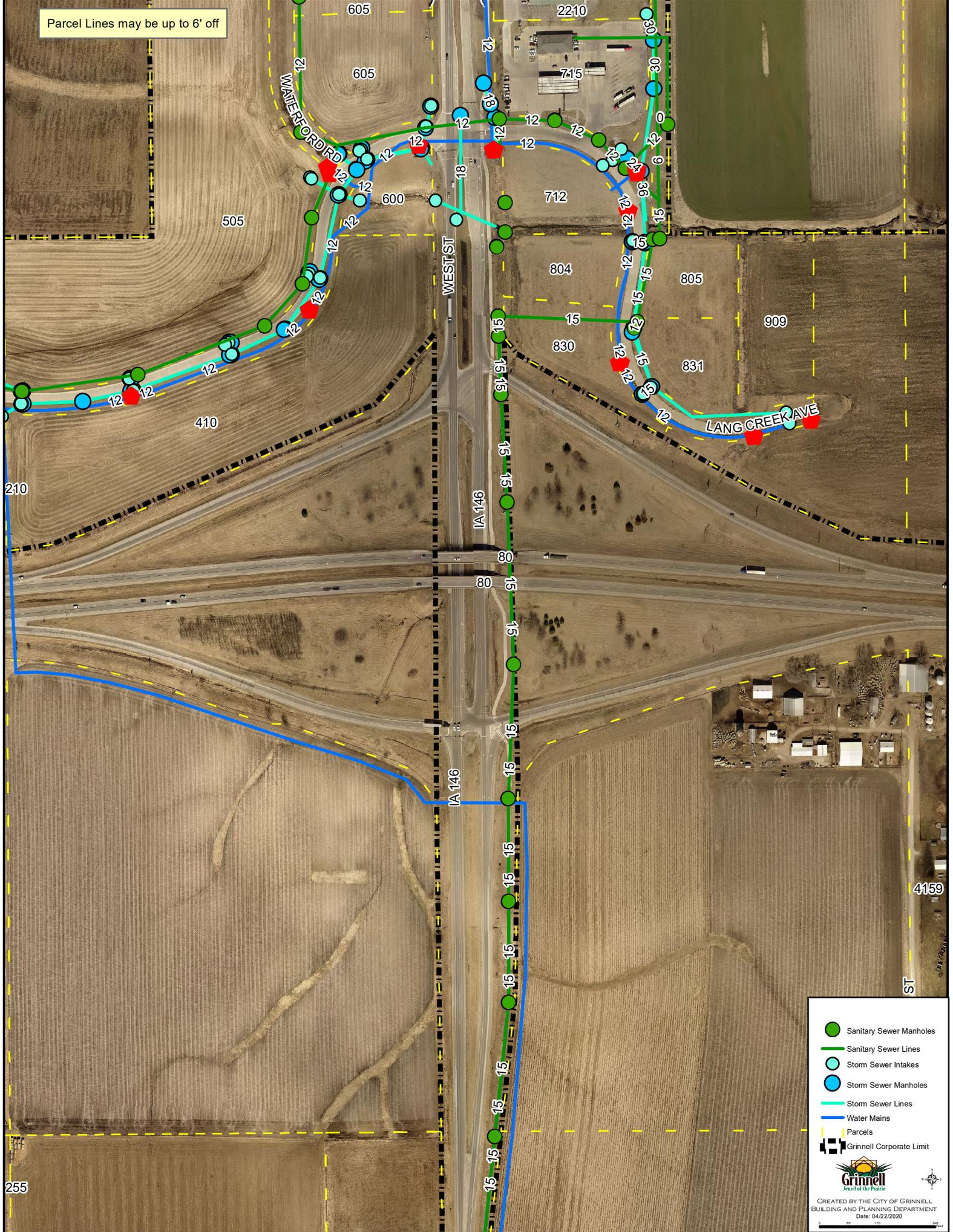
55'

Windstream Duct/Conduit
Locate and Pothole for Depth

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.



Parcel Lines may be up to 6' off



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

CREATED BY THE CITY OF GRINNELL
BUILDING AND PLANNING DEPARTMENT
Date: 04/22/2020

255

4159

ST

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

FOR DEPARTMENT USE ONLY		
Permit Number	Highway Number I-80	County Poweshiek
DOT Project Number		Expiration/Completion Date

APPLICANT (INDIVIDUAL OR COMPANY)				
First Name Stephen	Middle Initial B	Last Name Adney	Phone Number 501-748-5487	Ext.
Company Name Windstream Iowa Communications			Phone Number	Ext.
Street Address 4001 N. Rodney Parham Rd.		City/Town Little Rock	State AR	ZIP Code 72212
e-Mail Address stephen.adney@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:
Windstream has copper ped 1565/3 and fiber 5400/3 are located in the middle of the new drainage culvert on the west side of IA 146 just north of the West Bound On ramp for I 80 in the City of Grinnell, IA. Windstream will be relocating both Peds due west of there existing locations and placing them at the back slope of the new drainage ditch

OSP-18560 / 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 33 , Twp. 80N , Range 16W on Highway No. I-80 generally located .3 (miles) S (direction) from Stagecoach Rd and West Street S (city, county line, or other landmark). Work proposed is more specifically located as being from 182 (Milepost #) and _____ (Highway Station) to 182 (Milepost #) and _____ (Highway Station) on the N/S side of highway.

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

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

A. General

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

B. Construction and Maintenance

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

C. Liability

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

D. Notification

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

E. Buy America

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

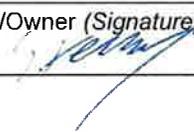
Permit Number: _____

FOR DEPARTMENT USE ONLY

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

Applicant Signature and Agreement

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

Name of Agent (Print or Type) Stephen Adney	Agent/Owner (Signature) 	Title Analyst I - Engineering
Name of Owner (Print or Type) Windstream Iowa Communications, LLC	Date 03/30/2020	
e-Mail Address stephen.adney@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".

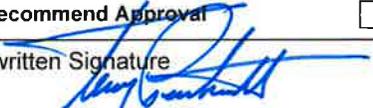
Recommend Approval Do Not Recommend Approval None Required

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 ASSISTANT TO ENGINEER	Date 3/31/2020
Type or Print Name TERRY PICKETT	Authorized Official for the County of POWESHIEK	
e-Mail Address TPICKETT@POWESHIEKCOUNTY.ORG		

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

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

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

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

PAID ITEMS DATES : 4/07/2020 THRU 5/04/2020 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

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

VENDOR NAME	DESCRIPTION	GROSS AMOUNT
REGION SIX PLANNING COMM	ANNUAL DUES	4,148.10
RELYANT	WATER COOLER	31.50
REPUBLIC SERVICES OF IOWA	RECYCLING FEES (MARCH 20)	1,767.55
ROOP, NAKOTA SHYANN	RTN SEIZED SECURITIES	1,234.00
SCHENDEL PEST CONTROL CO	PEST CONTROL-APRIL	45.00
SECRETARY OF STATE	NOTARY APPL (KK)	60.00
SENTRY SECURITY FASTENERS,	SUPPLIES	55.20
SHARP EDGE TRIMMING LLC	MOWING	4,890.00
SHRED-IT USA	SHREDDING	62.94
SHUTTS, BRAD	MOWING	438.00
SHUTTS, DENNIS MICHAEL	MOWING	1,830.00
SISCO	HEALTH INSURANCE	10,577.33
STAR EQUIPMENT LTD	REP	640.91
STATE HYGIENIC LABORATORY	WET TESTING	479.00
STEVE LINK FORD	SVC	376.16
STOREY KENWORTHY	SUPPLIES	223.68
SUPERIOR WELDING SUPPLY	ARGON	65.76
SYSTEMS TECHNOLOGY GROUP,	READ SQUARED	395.00
TASC	FLEX PLAN CONTRIBUTIONS	5,091.47
TEMP ASSOCIATES	TEMP HIRES	4,047.96
THE STANDARD	LIFE INSURANCE	433.86
TOTAL CHOICE SHIPPING & PR	PRINTING (SPRING GUIDE)	390.21
TREASURER STATE OF IOWA	STATE WITHHOLDING	11,179.00
TRIPLETT COMPANIES	SUPPLIES	42.12
TRUCK EQUIPMENT INC	PARTS	173.59
UNIVERSITY ENTERPRISES, IN	TUITION	200.00
US BANK EQUIPMENT FINANCE	COPIER LEASES	1,548.61
USA BLUE BOOK	SUPPLIES	222.46
VEENSTRA & KIMM	16TH AVE ENG SVC	32,226.67
VERIZON WIRELESS	WIRELESS SVC	933.21
VERIZON WIRELESS - VSAT	SVC	150.00
VOYA (ING)	EMPLOYEE VOLTRY CONTR.	4,934.40
WALMART	SUPPLIES	140.57
WATTS TECHNOLOGICS, INC	HD	225.00
WES FINCH AUTO PLAZA	REP/SVC	486.82
WINDSTREAM	TELEPHONE	2,751.05
WINDSTREAM COMMUNICATIONS,	PC SVC-MARCH 2020	520.00
WINGERTER, ANN	REIMB MLGE	24.38
WOODMAN CONTROLS COMPANY	TECH SUPPORT/SVC CALL	6,271.00
WOODRIVER ENERGY LLC	GAS	691.42
WRH, INC	PAY REQ #27	117,774.50

** TOTAL ** -City of Grinnell 652,639.56 266,600.28- 386,039.28

VENDOR SET: 01 City of Grinnell, IA

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

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

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

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

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

PAID ITEMS DATES : 4/07/2020 THRU 5/04/2020

0/00/0000 THRU 99/99/9999

0/00/0000 THRU 99/99/9999

UNPAID ITEMS DATES :

0/00/0000 THRU 99/99/9999

0/00/0000 THRU 99/99/9999

VENDOR NAME

DESCRIPTION

GROSS AMOUNT

VENDOR SET: 01 City of Grinnell, IA

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

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/07/2020 THRU 5/04/2020	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES :		0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	266,600.28	266,600.28CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	386,039.28	0.00	386,039.28
VOID ITEMS	0.00	0.00	0.00
** TOTALS **	652,639.56	266,600.28CR	386,039.28

U N P A I D R E C A P

UNPAID INVOICE TOTALS	388,657.63
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	2,618.35CR
** UNPAID TOTALS **	386,039.28

VENDOR SET: 01 City of Grinnell, IA

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

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	4/07/2020 THRU 5/04/2020	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999
UNPAID ITEMS DATES :		0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

FUND TOTALS

001	GENERAL FUND	154,263.77
002	VETERANS MEM - GEN	232.62
003	LIBRARY - GENERAL FUND	16,412.55
004	CITY HALL RES - GENERAL	154.38
010	BUILDING & PLANNING - GEN	6,208.08
110	ROAD USE FUND - SPEC REV	31,764.92
112	T&A EMP BEN- SPEC REV	54,493.55
138	MED INS RESERVE - SPEC RV	3,393.80
140	MFPSI MED ONLY - SPEC RV	134.08
145	HOTEL/MOTEL TAX - SPC REV	415.92
167	LIBRARY GIFTS - SPEC REV	395.00
177	POLICE FORFEITURE FUND	1,234.00
309	GMRC RISE PROJECT	3,898.50
315	CLNS FY 19-20	19,374.54
317	WATER MAIN PROJECT	2,972.00
318	REED STREET (1ST TO 6TH)	1,514.98
319	PARK STREET PROJECTS	2,344.65
320	SE SEWER LING AND MANHOLE	10,119.65
350	AIRPORT DEV - CAP PROJ	15,564.42
372	BIKE TRAIL PROJECT	2,218.83
373	8TH AVENUE STR CONST PROJ	2,969.08
377	16TH AVE BOX CULVERT	6,188.98
378	WW TRMT PLANT PROJECT	117,774.50
610	WATER FUND	82,377.36
620	SEWER OPERATION AND MAINT	63,665.42
630	STORM SEWER FUND	211.66
670	SOLID WASTE	52,342.32

GRAND TOTAL 652,639.56



Grinnell FINANCE COMMITTEE Meeting
MONDAY, APRIL 20, 2020 AT 7:30 A.M.
VIA ZOOM

<https://zoom.us/j/95187582932?pwd=MzRta0JRd3ZwVEVrREZNc09qbG1Zdz09>

MINUTES

ROLL CALL: Wray (Chair), White, Bly. Also present: Mayor Agnew, Delphina Baumann, Joe Bagnoli, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. White made the motion, second by Bly to approve Resolution No. 2020-65 – A resolution approving lease with the Grinnell Housing Authority. AYES: 3-0. Motion carried.
2. Bly made the motion, second by White to approve Resolution No. 2020-66 – A resolution amending the city of Grinnell Personnel Policy Manual. AYES: 3-0. Motion carried.
3. The committee reviewed delinquent city utility account list. No action was taken.
4. The committee reviewed CDBG COVID-19 grant proposal. No action was taken.
5. White made the motion, second by Bly to approve special Campbell Fund request from the Grinnell Optimist Club for \$2,000 to assist in funding the annual “Backpack for Kids” program the second Saturday in August. AYES: 3-0. Motion carried.
6. White made the motion, second by Bly to approve funding of \$5,000 toward special request to the Campbell Fund for Grinnell Food Coalition. A report will be sent every two weeks listing recipients and the Campbell Fund income guidelines will be changed to 200% of the poverty level for six months. AYES: 3-0. Motion carried.

INQUIRIES:

Two scholarships that were a part of the regular Campbell Fund requests were discussed.

The meeting was adjourned at 8:10 a.m.

JO WRAY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**Grinnell PUBLIC WORKS AND GROUNDS Meeting
MONDAY, APRIL 20, 2020 AT 4:45 P.M.
VIA ZOOM**

<https://zoom.us/j/93440851640?pwd=MkVLCWY1QWxhT3ZLRkd4KzJrQ0xZUT09>

MINUTES

ROLL CALL: Hueftle-Worley (Chair), Wray, Gaard. Also present: Mayor Agnew, Greg Roth, Tyler Avis, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Greg Roth, Veenstra & Kimm, provided an update on the Iowa Department of Natural Resources State Revolving Fund grant storm water quality projects. No action was taken.
2. Tyler Avis provided an update from Building regarding cemetery electronic records and work done in recent months. No action was taken.

INQUIRIES:

Hueftle-Worley commented that he will be speaking to Ralph Bohstedt about purchasing the land for the water tower.

The meeting was adjourned at 5:01 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, APRIL 20, 2020 AT 5:30 P.M.
VIA ZOOM**

<https://zoom.us/j/96062440077?pwd=UTJKaEMxeXd4UkQyTmp1c05pMjdoUT09>

MINUTES

ROLL CALL: White (Chair), Hueftle-Worley, Davis. Also present: Mayor Agnew, Jo Wray, Rachel Bly, Dennis Reilly, Dan Sicard, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Hueftle-Worley made the motion, second by Davis to approve upgrading Grinnell Fire Department to EMT level ambulance with transport. AYES: 3-0. Motion carried.
2. The committee reviewed the amended Emergency Medical Services agreement with Midwest Ambulance to provide for second out ambulance. Davis had some suggestions on changes in wording. No formal action was taken.

INQUIRIES: None.

The meeting was adjourned.

JIM WHITE, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, APRIL 20, 2020 AT 6:15 P.M.
VIA ZOOM**

<https://zoom.us/j/97662518721?pwd=cZlZZUZ1VFVJSU5YMWUrN1R0V1RSUT09>

MINUTES

ROLL CALL: Bly (Chair), Davis, Gaard. Also present: Mayor Agnew, Jo Wray, Tyler Avis, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. The committee reviewed the draft of 2020 City Council Strategic Planning Work Session – Executive Summary and Action Plans for the first six items. No action was taken.
2. Tyler Avis provided a review of the nuisance property priority list and action plan. No action was taken.
3. Tyler Avis gave input and the committee discussed maintenance and ongoing nuisance abatement of 11 11th Avenue. No action was taken.

INQUIRIES: None.

The meeting was adjourned at 6:43 p.m.

RACHEL BLY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

MINUTES of the DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES

March 25, 2020, 5:15 p.m

Electronic Meeting

made available via Zoom from the online City Agenda Center

<https://us04web.zoom.us/j/826201150>

**allowed as per Governor Reynold's State Public Health Emergency Declaration, March 20, 2020
due to potential for spread of COVID-19**

ROLL CALL: _X_Elfenbein _X_Hardin _Hammond _X_McFee
 _X_Pagliai _X_Rudolph _Swick Others present: _X_Kennett

President Pagliai called the meeting to order at 5:16 p.m.

APPROVAL OF AGENDA: Elfenbein moved and Rudolph seconded approval of the agenda, noting the need to meet electronically due to COVID-19 social distancing practices.

Roll call vote: _Aye_Elfenbein _Aye_Hardin _Aye_McFee _Aye_Pagliai _Aye_Rudolph

APPROVAL OF MINUTES: Rudolph moved and Elfenbein seconded approval of the February 26, 2020 Regular Board Meeting minutes.

Roll call vote: _Aye_Elfenbein _Aye_Hardin _Aye_McFee _Abstain_Pagliai _Aye_Rudolph

COMMUNICATIONS:

1. Endowment report for February was received from the Greater Poweshiek Community Foundation. Fund balance, as of 2/29/2020, is \$121,590.55.

REPORT OF DIRECTOR:

1. Statistical reports were not available at this time.

2. Kennett reported on the library's service response due to Coronavirus (COVID-19) conditions

3/13/20 All non-essential meetings to be held at DCL were cancelled from 3/13/20 through April

3/16/20 G-N Schools announced school closures. DCL restricted public access to the lobby with signage regarding COVID-19 social distancing and public health hygiene guidelines. A one-person internet station was provided in the book store with disinfecting occurring after each use. One online catalog station was accessible in lobby with tables for library users to fill out book request forms. Hand washing available and hand sanitizer available for use by the public. Online methods were created to facilitate material requests. Staff instituted social distancing protocols amongst staff members.

3/17/20 DCL reduced hours for public services to "Summer Hours". Protocols for social distancing amongst staff members continued to be improved on a daily basis as staff became familiarized.

3/18/20 DCL further limited public access to the library facility by providing only curbside pickup of physical materials. Library staff took out materials to vehicles parked at north library entrance. Public internet station discontinued. Moved wireless access points closer to the building's exterior to strengthen outdoor signal for improved wireless connectivity for the public.

3/25/20 DCL further reduced hours for public services to 10 am – 5 pm, Monday – Friday.
Kennett is working with City Administration to ensure policies and applicable laws are adhered to.

COMMITTEE REPORTS:

Building & Grounds – none

Finance, Salary, & Personnel - none

Long Range Planning – none

Policy – none

TRUSTEE REPORTS: *None.*

FINANCIAL REPORT AND APPROVAL OF BILLS: Reports unavailable.

OLD BUSINESS: *None.*

NEW BUSINESS:

1. McFee moved and Hardin seconded the waiver of current balances on library cardholder accounts and halting future accumulation of overdue charges on cardholder accounts until the Library resumes normal operations.
Roll call vote: *_Aye_Elfenbein _Aye__Hardin _Aye_McFee _Aye_Pagliai _Aye__Rudolph*
2. Hardin moved and McFee seconded approval for a temporary closure of DCL as Library Director and City Manager deem necessary.
Roll call vote: *_Aye_Elfenbein _Aye__Hardin _Aye_McFee _Aye_Pagliai _Aye__Rudolph*

TRUSTEE CONTINUING EDUCATION: *None.*

Elfenbein moved and Hardin seconded adjournment.

Meeting adjourned at 5:35 p.m.

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

Theresa Pagliai
Library Board President


Marilyn Kennett, Director
Recording Secretary

Fund Balance as of March 31st, 2020
Central Park Campaign - 0121

	Current Period	YTD
Gifts	0.00	5,000.00
Investment Income (Loss)	8.50	11.05
	-----	-----
Total Revenues	8.50	5,011.05
Distributions	0.00	95,554.09
Administrative Cost Share	0.00	250.00
Printing & Reproduction	0.00	2.16
	-----	-----
Total Expenses	0.00	95,806.25
	-----	-----
Net Income (Loss)	8.50	(90,795.20)
	=====	=====
Beginning Fund Balance		101,891.09
Net Income (Loss)		(90,795.20)
Ending Fund Balance		11,095.89
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 March 31st, 2020
 Grinnell Skatepark Campaign - 0053

	Current Period	YTD
Gifts	0.00	290.00
Investment Income (Loss)	(64.73)	(64.23)
	-----	-----
Total Revenues	(64.73)	225.77
Distributions	0.00	162,744.21
Administrative Cost Share	0.00	14.50
Printing & Reproduction	0.00	0.15
	-----	-----
Total Expenses	0.00	162,758.86
	-----	-----
Net Income (Loss)	(64.73)	(162,533.09)
	=====	=====
Beginning Fund Balance		162,437.90
Net Income (Loss)		(162,533.09)
Ending Fund Balance		(95.19)

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 March 31st, 2020
 Grinnell Veterans Memorial Commission Building Campaign - 0136

	Current Period	YTD
Gifts	11,747.00	37,457.00
Pledge Income	0.00	118,020.00
Investment Income (Loss)	0.00	55.05

Total Revenues	11,747.00	155,532.05
Administrative Cost Share	587.35	6,775.10
Bank Charges/Online Donation Fees	0.00	2.69
Office Supplies	0.00	48.45
On-Site Meeting Expenses	0.00	282.86
Postage	0.00	53.49
Printing & Reproduction	126.99	894.90

Total Expenses	714.34	8,057.49

Net Income (Loss)	11,032.66	147,474.56
=====		
Beginning Fund Balance		80,149.90
Net Income (Loss)		147,474.56
Ending Fund Balance		227,624.46
Net Pledges Receivable		122,062.67

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
Gift	Janis Peak	03/10/2020	11,747.00
** Total Gifts			37,457.00
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, MAY 4, 2020 AT 7:00 A.M.
VIA ZOOM

Join Zoom Meeting

<https://zoom.us/j/95372819982?pwd=VDIKZUw3VVdtVjByeHpmd2NpL2ovUT09>

Meeting ID: 953 7281 9982

Password: 006993

One tap mobile

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+13126266799,,95372819982#,1#,006993# US (Chicago)

Dial by your location

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 953 7281 9982

Password: 006993

Find your local number: <https://zoom.us/u/aeGVTEexbH>

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Update and status of the Grinnell Iowa Reinvestment Act award.
2. Discuss Strategic Plan Initiative #1 and Action Plan: More targeted and aggressive public/city investment to accomplish economic development priorities – partner with others to expand resource options.
3. Discuss Strategic Plan Initiative #3 and Action Plan: Update job descriptions, compensation study, and success planning.
4. Discuss Strategic Plan Initiative #12: Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes. Finance Committee, Russ Behrens, and Sharon Mealy.
5. Discuss Strategic Plan Initiative #15: Financial software that allows real time access to budget information and payroll data entry. 2 votes. Finance Committee, Ann Wingerter, and Kim Kolars.
6. Discuss Strategic Plan Initiative #18: Consider fire service fees for certain commercial and industrial properties. 0 votes. Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew.
7. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-68).
8. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-69).

INQUIRIES:

ADJOURN:

REINVESTMENT DISTRICT CONTRACT

CITY: Grinnell

CONTRACT NUMBER: 17-RD-001

AWARD DATE: June 17, 2016

MAXIMUM AWARD AMOUNT: \$6,850,000

COMMENCEMENT DATE: January 1, 2020

TERMINATION DATE: January 1, 2040

This **REINVESTMENT DISTRICT CONTRACT** is made by and between the **Iowa Economic Development Authority ("IEDA" or "Authority")**, 200 East Grand Avenue, Des Moines, IA 50309 and the **City of Grinnell ("City")**, 927 4th Avenue, Grinnell, IA 50112.

The City hereby acknowledges that, on the Award Date, the Iowa Economic Development Board ("Board") approved the City's application to establish a reinvestment district ("the District") pursuant to *Iowa Code* Chapter 15J, the "Iowa Reinvestment Act." The City's Reinvestment District Final Application ("Final Application"), including the detailed district plan describing the Projects to be completed ("District Plan"), as approved by the Board, is incorporated herein by reference as Exhibit A. Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at Iowa Economic Development Authority ("IEDA"). Exhibit B, District Description and Allocation of Funds, and Exhibit C, City's Estimated Tax Revenue Projections, are attached hereto and incorporated herein by reference.

The City and IEDA agree to the following terms:

1. Definitions of words and phrases used herein, including but not limited to "Project", "State Hotel and Motel Tax", "State Sales Tax", "New Lessor", and "New Retail Establishment" and other applicable terms mean the same as in 261 IAC 200.
2. The date upon which the calculation of new State Sales Tax and new State Hotel and Motel Tax revenue shall begin ("Commencement Date") is January 1, 2020.
3. The Board's approval of the City's application is contingent upon the following:
 - a. The receipt by IEDA of documentation that construction financing has closed and a development agreement has been fully executed for the Downtown Boutique Hotel and Events Center by December 31, 2016
 - b. The receipt by IEDA of documentation that a construction contract has been executed by Grinnell College for the campus improvement project by September 30, 2017, and that a certificate of occupancy has been issued by April 30, 2020 for the proposed buildings
 - c. Removal of the new Campus Store as an eligible project within the district, and identification of a new anchor tenant for the Zone of Confluence
 - d. The receipt by IEDA of documentation that Grinnell College has spent at least \$3,000,000 of the amount proposed for the Zone of Confluence on retail development in the IRA District by the commencement date. Retail development may include incentives to businesses, building construction, land development and acquisition, business acquisition, and related expenses.

This contract may be terminated if the contingencies described are not met by the established deadlines.

4. The City may adopt an ordinance establishing the District and shall notify the Director of the Iowa Department of Revenue ("IDR") of the Commencement Date no later than 30 days after the adoption of the ordinance. The ordinance shall include the information set out at *Iowa Code* section 15J.4(4).

5. The City shall not modify any Project described in the District Plan or add any Project to the District Plan without prior Board approval. If a requested plan amendment would reduce capital investment in the District or remove one or more of the projects originally approved for the District, the Board in its discretion may reduce, rescind, or otherwise modify the maximum benefit amount accordingly. In determining whether to approve a plan amendment that includes a modification to an existing Project or the addition of a new Project, the Board shall consider the scoring criteria in 261 IAC 200.6 as well as the amount of indebtedness incurred by the City in furtherance of the Project and the potential impact on covenants or other financial commitments made in reliance on the projected receipt of State Sales Tax revenues or State Hotel and Motel Tax revenues by the City. If modification to or addition of a Project is approved, and the modification or addition changes financial information set out in the District Plan and any ordinance the City adopted to establish the District, the City shall amend the ordinance to reflect any changes to financial information.

6. The City shall assist the IDR in identifying New Retail Establishments in the District that are collecting State Sales Tax and new lessors in the District that are collecting State Hotel and Motel Tax. This process shall be ongoing until the City ceases to utilize State Sales Tax revenue or State Hotel and motel Tax revenue under Chapter 15J, or until the District is dissolved.

7. The maximum amount of State Sales Tax revenues and State Hotel and Motel Tax revenues that may be remitted to the City's reinvestment project fund created pursuant to *Iowa Code* section 15J.7 ("City's Fund") is \$6,850,000. A copy of the City's estimated new State Sales Tax revenues and estimated new State Hotel and Motel Tax revenues for the District is included as Exhibit C. Exhibit C is included for reference only. The amount of funds remitted to the City will be based on actual tax revenues within the District.

8. Following establishment of the District, the City may use moneys deposited in the City's Fund to fund the development of Projects included within the District Plan. The City shall use funds received in accordance with the District Plan, as summarized in Exhibit B, District Description and Allocation of Funds.

9. Following establishment of the District, the City shall, on or before October 1 of each year, submit a report to the Board detailing all of the following:

- a. The status of each Project undertaken within the District in the previous twelve months.
- b. An itemized list of expenditures from the City's Fund in the previous twelve months that have been made related to each Project undertaken within the District.
- c. The amount of the total cost remaining for each Project undertaken within the District as of the date the report is submitted.
- d. The amounts, types, and sources of funding used for each Project undertaken within the District in the previous twelve months.

e. The amount of bonds issued or other indebtedness incurred for each Project undertaken within the District in the previous twelve months, including information related to the rate of interest, length of term, costs of issuance, and net proceeds.

f. The amounts of types of moneys to be used for payment of bonds or indebtedness.

10. The City is bound by all statutes and rules that pertain to reinvestment districts.

11. The City acknowledges that failure to comply with any provision of this agreement, or with any of the statutory or administrative code provisions governing administration of the program, may constitute an event of default. Whether an act or omission constitutes an event of default and whether such an event of default has been or can be cured shall be determined by the IEDA in its sole discretion. An event of default may result in the modification, cessation, deferral, or termination of the benefits of the Reinvestment District Program. IEDA may provide notice of a material, uncured event of default to the Iowa Department of Revenue.

FOR IEDA:

BY: 

Deborah V. Durham, Director

5/6/17
Date

FOR CITY:

BY: 

Signature
GORDON R. CANFIELD, MAYOR

Typed Name and Title

11/21/2016
Date

Exhibit A

City's Reinvestment District Final Application (on file with IEDA)

EXHIBIT B
District Description and Allocation of Funds

Recipient: City of Grinnell
Contract Number: 17-RD-001
Award Date: September 16, 2016

Commencement Date: January 1, 2020
Termination Date: January 1, 2040

District Description: The Grinnell Historic Downtown and Campus Confluence Reinvestment District includes redevelopment of the Grinnell Community Center as a boutique hotel and event center, downtown public investment projects, development of a mixed use area at the confluence of Grinnell's historic downtown and the Grinnell College campus, and Grinnell College campus improvements.

Project	Project Description	Reinvestment Project Fund Allocation
Downtown Boutique Hotel and Event Center	See Exhibit A	\$2,580,000 (38%)
Downtown Public Investment Projects	See Exhibit A	\$1,525,000 (22%)
Zone of Confluence	See Exhibit A	\$2,135,000 (31%)
Grinnell College Campus Improvements	See Exhibit A	\$610,000 (9%)
TOTAL ALL PROJECTS		\$6,850,000

Note:

The Reinvestment Project Fund Allocation amounts are estimates based on the maximum award amount. Fund allocations shall be made in proportion to the allocation described in the District Plan approved by the Board and noted as percentages above.

Exhibit C
City's Estimated Tax Revenue Projections

City of Grinnell

Iowa Reinvestment Act

Revised IRA Fund Deposit Projections

Original Projections:

- The first deposit for the IRA funds would start in 2019. Since we have removed the campus store anchor, we would realize half of the 8,000 square foot space as phase 1 Market Destination Retail/Food and the remaining would be added to phase two in Market Destination Retail/Food. This change causes some of the tax dollars to not be realized until later years and also starts some of the retail tax later than originally planned.
- This delay will give us a longer opportunity to find someone to fill the space.

Revised Projections:

- Total projected funds available for deposit into the fund is reduced from \$7,791,855 to \$7,193,653 (blue highlight) because the overall sales tax collected is lower. This is because of the delay in the schedule mentioned above.
- In the initial application, the catalyst project (aka campus store) was entirely included in phase 1 of the zone.
- The initial 8,000 sq ft campus store has been removed. In its place there are two independent generators that are each 4,000 sq ft. The first 4,000 sq ft will remain in phase 1 and contain market destination food/retail. The second 4,000 sq ft will move in to phase 2 and include market destination food/retail.

Iowa Reinvestment Act – Projected Fund Deposits - Original

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Deposits												
Total Retail Sales	\$ 1,169,392	\$ 2,840,071	\$ 3,939,569	\$ 4,548,065	\$ 4,959,286	\$ 5,375,702	\$ 5,802,289	\$ 6,243,744	\$ 7,102,270	\$ 7,255,296	\$ 7,397,156	\$ 7,545,099
IA Sales Tax	\$ 70,164	\$ 170,404	\$ 236,374	\$ 272,884	\$ 297,557	\$ 322,542	\$ 348,137	\$ 374,625	\$ 426,136	\$ 435,318	\$ 443,829	\$ 452,706
IRA Retail Sales Tax Deposits	\$ -	\$ -	\$ 157,583	\$ 181,923	\$ 198,371	\$ 215,028	\$ 232,092	\$ 249,750	\$ 284,091	\$ 290,212	\$ 295,886	\$ 301,804
Hotel/Motel Tax												
Total Hotel/Motel Sales (Base)	\$ 270,864	\$ 1,120,474	\$ 1,200,028	\$ 1,282,315	\$ 1,367,414	\$ 1,455,405	\$ 1,505,131	\$ 1,535,234	\$ 1,565,938	\$ 1,619,137	\$ 1,673,838	\$ 1,707,315
Grinnell Hotel/Motel Tax	\$ 18,960	\$ 78,433	\$ 84,002	\$ 89,762	\$ 95,719	\$ 101,878	\$ 105,359	\$ 107,466	\$ 109,616	\$ 113,340	\$ 117,169	\$ 119,512
IRA Hotel/Motel Tax Deposits	\$ -	\$ -	\$ 60,001	\$ 64,116	\$ 68,371	\$ 72,770	\$ 75,257	\$ 76,762	\$ 78,297	\$ 80,957	\$ 83,692	\$ 85,366
Total Reinvestment District Deposits	\$ -	\$ -	\$ 217,584	\$ 246,038	\$ 266,742	\$ 287,798	\$ 307,348	\$ 326,511	\$ 362,388	\$ 371,169	\$ 379,578	\$ 387,170
Boutique Hotel/Events Center	\$ -	\$ -	\$ 174,067	\$ 370,898	\$ 584,292	\$ 814,530	\$ 1,060,409	\$ 1,321,618	\$ 1,611,528	\$ 1,908,463	\$ 2,212,126	\$ 2,521,861
Central Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Infrastructure/Streetscapes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zone of Confluence	\$ -	\$ -	\$ 43,517	\$ 92,725	\$ 146,073	\$ 203,633	\$ 265,102	\$ 330,404	\$ 402,882	\$ 477,116	\$ 553,031	\$ 630,465
Grinnell College Additions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Public Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	Total	IRA Period
Deposits												
Total Retail Sales	\$ 7,696,001	\$ 8,658,102	\$ 8,831,264	\$ 9,007,889	\$ 9,188,047	\$ 9,371,808	\$ 9,559,244	\$ 9,750,429	\$ 9,945,437	\$ 10,144,346	\$ 156,330,506	\$ 152,321,043
IA Sales Tax	\$ 461,760	\$ 519,486	\$ 529,876	\$ 540,473	\$ 551,283	\$ 562,308	\$ 573,555	\$ 585,026	\$ 596,726	\$ 608,661	\$ 9,379,830	\$ 9,139,263
IRA Retail Sales Tax Deposits	\$ 307,840	\$ 346,324	\$ 353,251	\$ 360,316	\$ 367,522	\$ 374,872	\$ 382,370	\$ 390,017	\$ 397,817	\$ 405,774	\$ 6,092,842	\$ 6,092,842
Hotel/Motel Tax												
Total Hotel/Motel Sales (Base)	\$ 1,741,461	\$ 1,776,290	\$ 1,811,816	\$ 1,848,052	\$ 1,885,013	\$ 1,922,713	\$ 1,961,168	\$ 2,000,391	\$ 2,040,399	\$ 2,081,207	\$ 35,371,603	\$ 33,980,265
Grinnell Hotel/Motel Tax	\$ 121,902	\$ 124,340	\$ 126,827	\$ 129,364	\$ 131,951	\$ 134,590	\$ 137,282	\$ 140,027	\$ 142,828	\$ 145,684	\$ 2,476,012	\$ 2,378,619
IRA Hotel/Motel Tax Deposits	\$ 87,073	\$ 88,815	\$ 90,591	\$ 92,403	\$ 94,251	\$ 96,136	\$ 98,058	\$ 100,020	\$ 102,020	\$ 104,060	\$ 1,699,013	\$ 7,702,853
Total Reinvestment District Deposits	\$ 394,913	\$ 435,139	\$ 443,841	\$ 452,718	\$ 461,773	\$ 471,008	\$ 480,428	\$ 490,037	\$ 500,000	\$ 510,000	\$ 6,092,842	\$ 6,092,842
Boutique Hotel/Events Center	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000
Central Park	\$ -	\$ 108,785	\$ 219,745	\$ 332,925	\$ 448,368	\$ 566,120	\$ 686,227	\$ 762,500	\$ 762,500	\$ 762,500	\$ 762,500	\$ 762,500
Infrastructure/Streetscapes	\$ -	\$ 108,785	\$ 219,745	\$ 332,925	\$ 448,368	\$ 566,120	\$ 686,227	\$ 762,500	\$ 762,500	\$ 762,500	\$ 762,500	\$ 762,500
Zone of Confluence	\$ 967,240	\$ 1,184,809	\$ 1,406,730	\$ 1,633,089	\$ 1,863,975	\$ 2,099,479	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000
Grinnell College Additions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 204,693	\$ 542,183	\$ 610,000	\$ 610,000	\$ 610,000	\$ 610,000
Downtown Public Investments	\$ -	\$ 217,569	\$ 439,490	\$ 665,849	\$ 896,735	\$ 1,132,239	\$ 1,372,453	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000	\$ -	\$ -

Iowa Reinvestment Act – Projected Fund Deposits – Revised 11 November, 2016

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Deposits												
Total Retail Sales	\$ 972,389	\$ 2,438,185	\$ 3,324,068	\$ 3,920,254	\$ 4,318,919	\$ 4,722,527	\$ 5,136,051	\$ 5,564,181	\$ 6,409,117	\$ 6,548,279	\$ 6,675,999	\$ 6,809,519
IA Sales Tax	\$ 58,343	\$ 146,291	\$ 199,444	\$ 235,215	\$ 259,135	\$ 283,352	\$ 308,163	\$ 333,851	\$ 384,547	\$ 392,897	\$ 400,560	\$ 408,571
IRA Retail Sales Tax Deposits	\$ -	\$ -	\$ 132,963	\$ 156,810	\$ 172,757	\$ 188,901	\$ 205,442	\$ 222,567	\$ 256,365	\$ 261,931	\$ 267,040	\$ 272,381
Hotel/Motel Tax												
Total Hotel/Motel Sales (Base)	\$ 270,864	\$ 1,120,474	\$ 1,200,028	\$ 1,282,315	\$ 1,367,414	\$ 1,455,405	\$ 1,505,131	\$ 1,535,234	\$ 1,565,938	\$ 1,619,137	\$ 1,673,838	\$ 1,707,315
Grinnell Hotel/Motel Tax	\$ 18,960	\$ 78,433	\$ 84,002	\$ 89,762	\$ 95,719	\$ 101,878	\$ 105,359	\$ 107,466	\$ 109,616	\$ 113,340	\$ 117,169	\$ 119,512
IRA Hotel/Motel Tax Deposits	\$ -	\$ -	\$ 60,001	\$ 64,116	\$ 68,371	\$ 72,770	\$ 75,257	\$ 76,762	\$ 78,297	\$ 80,957	\$ 83,692	\$ 85,366
Total Reinvestment District Deposits	\$ -	\$ -	\$ 192,964	\$ 220,926	\$ 241,128	\$ 261,671	\$ 280,699	\$ 299,329	\$ 334,662	\$ 342,888	\$ 350,732	\$ 357,746
Boutique Hotel/Events Center	\$ -	\$ -	\$ 154,371	\$ 331,112	\$ 524,014	\$ 733,351	\$ 957,910	\$ 1,197,373	\$ 1,465,102	\$ 1,739,413	\$ 2,019,998	\$ 2,306,195
Central Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Infrastructure/Streetscapes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zone of Confluence	\$ -	\$ -	\$ 38,593	\$ 82,778	\$ 131,004	\$ 183,338	\$ 239,477	\$ 299,343	\$ 366,276	\$ 434,853	\$ 505,000	\$ 576,549
Grinnell College Additions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Public Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2029												
Deposits												
Total Retail Sales	\$ 6,945,709	\$ 7,892,804	\$ 8,050,660	\$ 8,211,673	\$ 8,375,907	\$ 8,543,425	\$ 8,714,294	\$ 8,888,579	\$ 9,066,351	\$ 9,247,678	\$ 140,776,571	\$ 137,365,996
IA Sales Tax	\$ 416,743	\$ 473,568	\$ 483,040	\$ 492,700	\$ 502,554	\$ 512,606	\$ 522,858	\$ 533,315	\$ 543,981	\$ 554,861	\$ 8,446,594	\$ 8,241,960
IRA Retail Sales Tax Deposits	\$ 277,828	\$ 315,712	\$ 322,026	\$ 328,467	\$ 335,036	\$ 341,737	\$ 348,572	\$ 355,543	\$ 362,654	\$ 369,907	\$ 5,494,640	\$ 5,494,640
Hotel/Motel Tax												
Total Hotel/Motel Sales (Base)	\$ 1,741,461	\$ 1,776,290	\$ 1,811,816	\$ 1,848,052	\$ 1,885,013	\$ 1,922,713	\$ 1,961,168	\$ 2,000,391	\$ 2,040,399	\$ 2,081,207	\$ 35,371,603	\$ 33,980,265
Grinnell Hotel/Motel Tax	\$ 121,902	\$ 124,340	\$ 126,827	\$ 129,364	\$ 131,951	\$ 134,590	\$ 137,282	\$ 140,027	\$ 142,828	\$ 145,684	\$ 2,476,012	\$ 2,378,619
IRA Hotel/Motel Tax Deposits	\$ 87,073	\$ 88,815	\$ 90,591	\$ 92,403	\$ 94,251	\$ 96,136	\$ 98,058	\$ 100,020	\$ 102,020	\$ 104,060	\$ 1,699,013	\$ 7,193,651
Total Reinvestment District Deposits	\$ 364,901	\$ 404,527	\$ 412,617	\$ 420,870	\$ 429,287	\$ 437,873	\$ 446,630	\$ 455,563	\$ 464,674	\$ 474,000	\$ 130,314	\$ -
Boutique Hotel/Events Center	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000	\$ 2,580,000
Central Park	\$ -	\$ 101,132	\$ 204,286	\$ 309,503	\$ 416,825	\$ 526,293	\$ 637,951	\$ 751,841	\$ 869,500	\$ 996,500	\$ 1,134,500	\$ 1,283,500
Infrastructure/Streetscapes	\$ -	\$ 101,132	\$ 204,286	\$ 309,503	\$ 416,825	\$ 526,293	\$ 637,951	\$ 751,841	\$ 869,500	\$ 996,500	\$ 1,134,500	\$ 1,283,500
Zone of Confluence	\$ 667,646	\$ 869,909	\$ 1,076,218	\$ 1,286,652	\$ 1,501,296	\$ 1,720,232	\$ 1,943,547	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000	\$ 2,135,000
Grinnell College Additions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 610,000	\$ 610,000
Downtown Public Investments	\$ -	\$ 202,263	\$ 408,572	\$ 619,007	\$ 833,650	\$ 1,052,587	\$ 1,275,902	\$ 1,503,683	\$ 1,525,000	\$ 1,525,000	\$ -	\$ -

TARGETED AND EFFECTIVE PUBLIC/PRIVATE INVESTMENT TO ACCOMPLISH ECONOMIC DEVELOPMENT PRIORITIES

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 1ST highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jo Wray and Mayor Dan Agnew
 Staff Coordinator(s): City Manager Russ Behrens, City Clerk/Finance Officer Ann Wingerter, and Building/Planning Director Tyler Avis

Activity	Completion Date
City Council confirmation of priority projects: Beyer Building, Masonic Temple, 11 11 th Avenue, 1021 Main Street, 1020 Main Street, properties on west side of 1000 block of Broad Street, and partnering with the Grinnell School District to consider options for redevelopment of 400 6 th Avenue West.	June 1, 2020
Finance Committee will create standing agenda item 'Review economic development projects progress' as a recurring agenda item for the second meeting of each month.	June 15, 2020
Conduct a series of work sessions with city representatives, property owners, private developers, and community development partners to review projects' status, history, potential and needs.	August 1, 2020
In consultation with community development partners, create assessments and development proposals for the properties or projects. Proposals will examine funding layers, potential private development partners, review of existing plans/designs/proformas/etc. Proposals will identify barriers to successful development. Development partners include Grinnell College, Iowa Economic Development Authority, POW I80, the Grinnell Chamber of Commerce, and private development partners with records of success.	September 1, 2020
Development proposals will be presented to the City Council and partner organizations as appropriate. Feedback provided to staff and adjustments made.	October 1, 2020
City Manager will host monthly community development work sessions to exchange information, monitor progress, engage private developers, discuss progress, address impediments, and as needed apply pressure.	November 2020 then recurring

UPDATE JOB DESCRIPTIONS AND COMPENSATION STUDY WITH CONSIDERATION OF SUCCESSION PLANNING

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 3RD highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jo Wray and Mayor Dan Agnew
Staff Coordinator(s): City Manager Russ Behrens and City Clerk/Finance
 Officer Ann Wingerter

Activity	Completion Date
Consider strengths and weaknesses of the wage and compensation study that was done in 2010. Consider requesting a proposal from the same firm or employees for an update of that plan. Consider an employee committee to provide feedback to the City Council and management staff during the process.	June 1, 2020
Review and consider agreement with consultant to update job descriptions and perform a compensation study and pay plan.	July 6, 2020
Assemble all job descriptions and review them with staff, management, and consultant. Provide drafts of all updated job descriptions for the City Council to consider approval.	September 2020
Begin wage and compensation work.	October 1, 2020
First draft of wage and compensation study available for City Council and staff to review. Comments assembled and amendments incorporated as approved by the City Council.	March 2021
Final draft of the wage and compensation study adopted by the City Council. Implementation to begin with FY 21-22 budget.	June 2021

Ann Wingerter

From: Russ Behrens
Sent: Friday, April 24, 2020 11:30 AM
To: Dennis Reilly; Dan Agnew; Marilyn Kennett; Jordan Allsup; Jan Anderson; Duane Neff; Daniel Ramos; Ann Wingerter
Subject: 7-19 Priorities Strategic Plan

7. Work with Chamber to develop multimedia promotional items. 5 votes
Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy
8. Study solid waste/recycling solutions, etc. 5 votes.
PW & G Committee, Duane Neff and Barb Flander
9. Appoint a communications director/social media coordinator. 5 votes.
Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter
10. Support community mental health solutions. 5 votes.
Public Safety Committee, Dennis Reilly, and Mayor Agnew.
11. Update Land Use Plan and Zoning Ordinances. 4 votes.
Planning Committee, Russ Behrens, and Tyler Avis.
12. Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes.
Finance Committee, Russ Behrens, and Sharon Mealy.
13. Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes.
PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
14. Develop another deep drinking well. 2 votes.
PW & G Committee, Jan Anderson, and Jim Brown.
15. Financial software that allows real time access to budget information and payroll data entry. 2 votes.
Finance Committee, Ann Wingerter, and Kim Kolars
16. Review community daycare needs. 1 vote.
Planning Committee, Jordan Allsup, and Marilyn Kennett.
17. Develop pilot program to disconnect footing drains. 0 votes.
PW & G Committee, Jan Anderson, and Daniel Ramos
18. Consider fire service fees for certain commercial and industrial properties. 0 votes.
Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew
19. Host open houses at city facilities. 0 votes.
Planning Committee and Sharon Mealy.

Russell L. Behrens
520 4th Avenue
Grinnell, Iowa 50112
rbehrens@grinnelliowa.gov
Office: 641-236-2600
Cell: 641-990-6372
www.grinnelliowa.gov

RESOLUTION NO. 2020-68

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 - \$ 21,650.91

TO FUND:

003-3.410.3.4790 GENERAL LIBRARY - \$ 21,650.91

PURPOSE OF TRANSFERS

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

PASSED AND APPROVED this 4th day of May 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-69

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	\$ 14,144.79
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
		\$ 17,894.57

TO:

138 MEDICAL INSURANCE RESERVE	\$17,713.45
140 HEALTH INSURANCE ESCROW	181.12
	\$17,894.57

PURPOSE OF TRANSFERS

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

PASSED AND APPROVED this 4th day of May 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director



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

Join Zoom Meeting

<https://zoom.us/j/91913907500?pwd=Sm51bFNMN2ZGMdG0V2taMklva2ZYdz09>

Meeting ID: 919 1390 7500

Password: 003946

One tap mobile

+13126266799,,91913907500#,1#,003946# US (Chicago)

+19292056099,,91913907500#,1#,003946# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 919 1390 7500

Password: 003946

Find your local number: <https://zoom.us/u/anZ99KU4U>

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider setting public hearing and directing clerk to publish notice for FY 2021 Seal Coat Project (bids to be received and opened on May 13th at 1:30 pm with bid award on May 18th).
2. Consider resolution authorizing payment of contractor's pay request No. 27 in the amount of \$117,774.50 to WRH, Inc. of Amana, Iowa for the Wastewater Treatment Facility Improvements (See Resolution No. 2020-70).
3. Review and consider quotes received for sanitary sewer cleaning and televising in southeast Grinnell related to the Community Development Block Grant application (See Resolution No. 2020-71).
4. Consider Change Order No. 1 for the 16th Avenue Culvert Replacement Project (See Resolution No. 2020-72).
5. Consider approval of a commissioning flight inspection of the Grinnell Regional Airport in the amount of \$12,007.80 (See Resolution No. 2020-73).
6. Discuss Iowa Highway 146 Resurfacing Project.
7. Discuss Strategic Plan Initiative #6 and Action Plan: Greatly improved sidewalks in a public / private partnership. Analyzing approach to replacement.

CITY OF GRINNELL

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

2021 (FISCAL YEAR) SEAL COAT PROJECT

Prepared By:

City of Grinnell, Iowa

April 21, 2020

Copy Number

DIVISION A

GENERAL DOCUMENTS

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DIVISION A - GENERAL DOCUMENTS

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END OF SECTION A-002

SECTION A-003 – NOTICE OF HEARING AND LETTING**PUBLIC HEARING****NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE 2021 (Fiscal Year) SEAL COAT PROJECT IN THE CITY OF GRINNELL, IOWA, AND NOTICE TO BIDDERS FOR THE TAKING OF BIDS FOR SAID IMPROVEMENTS.**

Notice is hereby given that a public hearing will be held by the City Council of Grinnell, Iowa on May 18, 2020 at 7:00 P.M., in the Council Chambers on the second floor of the City Hall, 520 4th Avenue, Grinnell, Iowa 50112, on the plans, specifications, and proposed form of contract for street improvements and work incidental thereto as described in the plans and specifications therefore now on file in the office of the City Clerk. At said hearing, any interested person may appear and file objections thereto or to the cost of said construction.

Sealed proposals will be received at City Hall of the City of Grinnell, Iowa 520 4th Avenue, Grinnell, Iowa 50112, until 1:30 P.M., on May 13 for the 2021 (Fiscal Year) Seal Coat Project as described in plans and specifications therefore now on file at the City Hall. Said proposals will be opened at a public meeting, to be held at 1:30 P.M., on May 13, 2020 in the council chambers on the 2nd floor of City Hall, 520 4th Avenue. Said proposals will be acted upon by the City Council at the hearing, which is to be held at 7:00 P.M., on May 18, 2020, or at such later time and place as may then be fixed.

The extent of the work involved is the furnishing of the supervision, equipment, labor, necessary services and material for the street improvements and related work located on the streets located in the City of Grinnell as shown on the 2020 Seal Coat Project map.

Each proposal shall be submitted on a blank proposal form as provided by the City and must be accompanied in a separate sealed envelope by a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the Laws of the United States of America, or a certified share draft drawn on a Credit Union in Iowa or chartered under the Laws of the United States of America, or a bid bond, in an amount equal to five percent (5%) of the proposal. The bid security shall be made payable to the Treasurer of the City of Grinnell, Iowa. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract or to post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said work. Bid security of the lowest two or more bidders may be retained until a contract is awarded or rejection is made. Other bid security will be returned after the canvas and tabulation of bids is completed and reported to the City Council.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa and preference will be given to Iowa domestic labor in the said construction.

The successful bidder will be required to furnish a bond in the amount equal to one-hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract in the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the Contractor, and shall guarantee the maintenance of the construction for a period of ONE (1) year from and after its completion and acceptance by the City.

All work under the proposed contract shall not be started before June 1, 2020 and shall be completed no later than August 31, 2020.

The plans, specifications, and proposed contract documents may be examined at the office of the City Clerk. Copies of said plans and specifications and Form of Proposal blanks may be secured at the office of the City Clerk, Grinnell, Iowa.

The City reserves the right to reject any and all proposals, waive technicalities and irregularities and to accept any proposal, which, in the opinion of the City Council, is deemed to be in the best interest of the City.

END OF SECTION A-003

SECTION A-004 – INFORMATION FOR BIDDERS

1. CONTRACT DOCUMENTS.

The Contract Documents are those listed as such in Article Six (6) of the Agreement, included herewith. Bidders must examine each of the Contract Documents, must visit the location of the work, and inform themselves of the conditions and make their own estimates of the facilities and difficulties attending the execution of the work.

2. DATE AND PLACE FOR OPENING PROPOSALS.

Pursuant to the “Advertisement,” proposals for performing the work shall be enclosed in a sealed envelope addressed to: City Clerk, City of Grinnell, Iowa, and endorsed:

PROPOSAL
2021 (Fiscal Year) SEAL COAT PROJECT

and delivered to the City Offices, Grinnell, Iowa, until 1:30 P.M., May 13, 2020 at which time and place such proposals will be opened, read, and tabulated for presentation to the City Council as stated in the “Advertisement.” The City Council will act on the proposals as stated in the “Advertisement” or at such later time as may be fixed.

3. PREPARATION OF PROPOSAL.

The proposal shall be legibly prepared with ink or typed on the blank Form of Proposal furnished by the City. THE FORM OF PROPOSAL BOUND IN THESE SPECIFICATIONS SHALL NOT BE USED FOR BIDDING. The bidder shall properly fill in all blank spaces provided in the proposal form, except for alternate items, on which the bidder is not required to bid. The unit price or lump sum bid shall be once stated in both words and figures, unless official proposal form does not provide for a place to write out price in words. The bidder shall specify a unit price for each of the separate items listed, except where a lump sum bid is called for. The bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose and the sum for which the proposed work will be done. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered, it shall be crossed out in ink, the new unit price or lump sum bid entered above or below it and initialed in ink by the bidder. If there is a discrepancy between the amount written in words and amount in figures, the amount written in words shall control. The bidder, or a legally authorized agent, with the bidder’s full name and business address shall sign the Proposal. No bidder shall submit a proposal under an assumed title.

The bidder shall review the drawings and specifications of the project, and all other Contract Documents of same, and shall make a site inspection and be familiar with site conditions such

as accessibility, slopes, utilities, and any other conditions relevant to the construction of the project, prior to submitting a proposal. If any discrepancies between the drawings, specifications, other Contract Documents, and the site arise, the bidder shall ask for written clarification from the City before submitting a proposal. If the bidder feels there has been an omission in the drawings, specifications, or other Contract Documents, it shall be the bidder's responsibility to raise such opinions to the City Engineer, and the City shall reply to it before the bidder submits any proposal. The bidder shall be responsible for any damage or complications resulting from any neglect or failure to comply with this section. If the Bidder is awarded the contract, the Bidder (now the Contractor) shall be responsible for any damage or complications resulting from any neglect or failure to comply with this section throughout the construction process.

4. **DESIGNATED SALES TAX EXEMPT ENTITY.**

The City of Grinnell is a designed exempt entity. Designated exempt entities awarding construction contracts on or after January 1, 2003, may issue special exemption certificates to contractors and subcontractors allowing them to purchase or to withdraw from inventory construction materials for the contract free from sales tax.

The City of Grinnell is hereby notifying all potential bidders to submit their bids WITHOUT sales tax included. This policy will lower the dollar amount of the bid and the Contractor will not be required to provide Contractor Statements after the project is completed. The following steps will be used to complete this process:

- A. Designated exempt entities will register contracts, including information on contractors and subcontractors, through an online application developed by the Iowa Department of Revenue.
- B. Designated exempt entities will provide each contractor/subcontractor with an exemption certificate/authorization letter developed exclusively for this purpose. These will be printed directly from the online application. The letter/certificate can be obtained only through this application.
- C. Contractors and subcontractors will give a copy of the certificate to each of their material suppliers. This allows them to purchase building materials for the contract free from sales tax.
- D. Suppliers should retain this certificate in their records for at least three years.

5. **OMMISSIONS AND DISCREPANCIES.**

Should a bidder find discrepancies in, or omissions from, the drawings or Contract Documents, or should be in doubt as to their meaning, the bidder shall at once notify the City, who may send a written instruction to all bidders.

6. **ACCEPTANCE OR REJECTION OF PROPOSALS.**

The City of Grinnell reserves the right to reject any or all bids, waive informalities, or accept any bid it may deem best.

7. **CERTIFIED CHECK.**

A certified check or bid bond acceptable must accompany each bid to the City of Grinnell, in an amount of five percent (5%) of the bid amount. Checks shall be made payable to the order of the City Treasurer, such check to be returned to the bidder unless forfeited under the conditions herein stipulated. All such deposits, including that of the successful bidder, shall be returned to the bidders after execution of the project, or in case all bids are rejected, after such rejection.

8. **ACCEPTANCE OF PROPOSALS AND ITS EFFECTS.**

The City Council will act upon the proposals within ten (10) days after the bid opening date. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the City of Grinnell, and no other act shall constitute the acceptance of a Proposal. Such acceptance shall bind the successful bidder to execute the Contract and to be responsible for liquidated damages for failure to execute, as provided in Paragraph Eight (8) below. The rights and obligations provided for the Contract shall become effective and binding upon the parties only with its formal execution.

9. **SUBSTITUTIONS.**

All items of material or equipment proposed by the Contractor as equal substitutions for items of material or equipment, which is specified, shall be equal in every respect to the quality, quantity, performance, color, finish, gauge, and size of that item which has been used as a basis of quality. When certain manufacturer's equipment is given as a standard of quality, than all accessories that are standard on that item of equipment must be furnished even though the accessories may not be standard on some substituted equipment of another manufacturer.

The Engineer shall be the sole and final judge as to the suitability of substituted items. The Contractor shall furnish and install the specified items when proposed substitutions are not accepted. The entire cost of all changes, of any type, necessitated by substitutions of specified material or equipment shall be borne by the Contractor making the substitution. The successful Bidder shall, within fourteen (14) days after receiving the Notice to Proceed, submit to the Engineer a complete list of items and material and equipment the Bidder is proposing to use on this Contract. The list shall be complete with manufacturer's names, size, and types. Equipment orders shall not be placed until shop drawings have been reviewed. Four (4) copies of the list shall be furnished; one of which will be returned with the Engineer's comments. Where materials in the submittal differ from those specified, complete data shall be furnished to the Engineer as listed below. Requests will be considered only if they comply

with all of the following requirements. Complete technical data, including lab reports, if applicable, must be submitted. The differences, including operation, physical dimensions, etc., between proposed products and specified products shall be fully explained. Complete information shall be submitted in regard to any changes required on the drawings or specifications for related work. Any difficulties, delays, or additional expenses, which arise from changes due to substitutions, shall be the responsibility of the Contractor. Items furnished under any "OR Equal" clause will be considered substitutions and, to the extent required by the Engineer, must comply with this article.

10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE.

Any bidder whose proposal shall be accepted will appear at the office of the City Clerk of the City of Grinnell, Iowa, in person, or, if a firm or corporation, a duly authorized representative shall so appear, to present the required bonds, and proof of insurance, and to execute the contract within ten (10) days after notice that the contract has been awarded. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

11. TIME FOR COMPLETION OF WORK.

The contractor shall complete the work by the date stated in the "Advertisement." Attention is respectfully called to the provisions for liquidated damages and other actual damages as set out in Article Two (2) of the Agreement. Completion time is subject to extensions as provided in the "General Conditions."

12. INTERPRETATIONS AND ADDENDA.

No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing and addressed and forwarded to the City Engineer.

13. POSTPONEMENT OF BID OPENING.

The City Council reserves the right to postpone the date for presentation and opening of proposals and will give registered mail, facsimile transmittal, or telegraphic notice of any such postponement to each prospective bidder.

END OF SECTION A-004

A-005 FORM OF PROPOSAL

DO NOT REMOVE FROM THIS BOOK

PROPOSAL OF: _____

TO: _____

City Council:

The undersigned bidder has carefully examined an official copy of the Contract Documents prepared for the above noted project, which documents are referred to in the “Information to Bidders,” and has also examined the site of the work, and this proposal is submitted in accordance with the acceptance of such conditions and requirements and with applicable laws and ordinances.

The undersigned bidder will provide all the necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work, and furnish all the materials called for in the contract documents, in the manner prescribed therein, and in accordance with the requirements of the City for a total consideration based on the lump sum figures and/or unit prices stated in the bid schedule below.

The undersigned bidder also agrees as follows if the City as a basis accepts this Proposal for a Contract:

- (1) To do any extra work, not covered by the schedule of prices offered herein, which may be ordered by the City, and to accept as full compensation therefore such prices as may be agreed in writing by the City and the undersigned in accordance with the “General Conditions.”
- (2) To sign the prescribed Form of Contract and furnish the required Owner’s Performance Bond and file evidence of compliance with insurance requirements

within ten (10) days after acceptance of this Proposal or forfeit the proposal guarantee submitted herewith. To finish and complete work on or before the date specified in the “Notice of Hearing and Letting.”

- (3) To pay the City as fixed and liquidated damages \$100.00 for each and every calendar day elapsing after the specified completion date and before actual completion of the work to a degree acceptable to the City.
- (4) To reimburse the City, by a reduction of the final payment due the Contractor, an amount equal to the charges made for engineering services incurred because of continuance of the work beyond the specified completion date.
- (5) To accept as full payment for the completed work an amount based on prices offered herein and on the actual measured work completed and subject to prescribed adjustments due to changes officially ordered during the progress of the work.

The undersigned bidder understands that the City Council may reject any or all proposals, waive irregularities, or accept any bid, which in the opinion of the City Council is deemed to be in the best interest of the City.

The undersigned bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease, at the unit prices stated in the following schedule.

The receipt of addendum number ____, ____, ____, and ____ are hereby acknowledged.

BID SCHEDULE - STREETS

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	BINDER BITUMEN ASPHALT MC3000 SINGLE COAT	47447	SQ YDS		
2.	BINDER BITUMEN ASPHALT MC3000 DOUBLE COAT	2712	SQ YDS		
3.	TEAR UP & RELAY	2712	SQ YDS		
	TOTAL AMOUNT				

A certified check or bid bond in the sum of five percent (5%) of the total price accompanies this proposal under separate cover and it its hereby agreed that in case of failure on the part of the undersigned to execute the contract and give satisfactory surety bond within ten (10) days after the acceptance of this proposal, said certified check or bid bond shall be forfeited to the City as liquidated damages for such failure, otherwise the certified check or bid bond shall be returned to the undersigned.

Signed and sealed this _____ day of _____, 2020.
(If the bidder is an individual, partnership, or non-incorporated organization, sign and complete the following:)

Signature of Bidder _____

By _____

Address _____

Names and Addresses of members of the Firm: _____

(If the bidder is a corporation, sign and complete the following:)

Signature of Bidder _____

By _____

Business Address _____

Incorporated under the laws of the State of _____

Name of Officers: President _____

Secretary _____

Treasurer _____

END OF SECTION A-005

SECTION A-006 - NOTICE OF AWARD

To: _____

The City Council of the City of Grinnell, Iowa has considered the proposal submitted by you on _____ in the City of Grinnell, Iowa.

It appears that it is to the best interest of the City of Grinnell to accept your proposal in the amount of: _____ (\$ _____), you are hereby notified that your proposal has been accepted for the 2021 (Fiscal Year) Seal Coat Project subject to completion of financing and approval of the contract. You are required by the "Notice of Hearing and Letting" to execute the formal contract with the City of Grinnell and to furnish the required Contractor's performance and payment bond within the terms specified in the "Notice of Hearing and Letting."

If you fail to execute said contract and to furnish said bonds within ten (10) days from the date of delivery of this "Notice of Award," the City of Grinnell will be entitled to consider all your rights arising out of the City of Grinnell's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work, or as the City Council deems to be in the best interest of the City of Grinnell.

Dated this _____ day of _____, 2020.

City of Grinnell, Iowa:

By: _____
Dan Agnew, City Mayor

Acceptance of Notice: Receipt of Above
"Notice of Award" is hereby acknowledged this _____ day of _____, 2020.

Contractor:

By: _____

Title: _____

END OF SECTION A-006

SECTION A-007 – AGREEMENT

This Agreement made the _____ day of _____ in the year Two Thousand and _____, hereinafter called the Contractor, and the City of Grinnell, Iowa hereinafter called the City.

WITNESSETH, that the Contractor and City for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK.

The Contractor shall furnish all material, superintendence, labor and equipment unless otherwise specified and shall defray such other costs as are necessary to complete in a proficient manner to the satisfaction and acceptance of the City Engineer, of Grinnell, the work required by the Contract Documents, as listed in Article Six (6) of this Agreement, the General Conditions of the Contract, the Specifications, and the Drawings.

ARTICLE 2. TIME OF COMPLETION.

The work to be performed under this contract shall be carried on regularly and uninterruptedly (unless the said Engineer or City shall otherwise, in writing, especially direct) with such force as to insure the full completion within the time specified with the Advertisement. If the Contractor shall fail to complete the work in the time above-specified, or within such further time as, in accordance with the provisions of these Contract Documents, shall be fixed or allowed for such completion, the sum of \$100.00 per day shall be deducted from the sum due to the Contractor under this Contract as liquidated damages. In view of the difficulty of estimating such damages, the sum of \$100.00 per day is hereby agreed upon, fixed, and determined by reason of default, and not by way of penalty. Such Liquidated Damages are intended as compensation for delay only and the retention or recovery of such damages by the City shall not prevent the recovery of other actual damage sustained by the City, constitute a defense to any action brought by the City based on alleged breach of contract, or to compel specific performance of the contract, or in any way affect the terms, conditions or liability of the performance bonds to be furnished by the contractor.

ARTICLE 3. THE CONTRACT SUM.

In consideration of the work described herein and the fulfillment of all stipulations of this Contract, subject to additions and deductions provided therein, the City shall pay to the Contractor the amount due to the Contractor, based on prices contained hereinbefore in Section A-005, entitled FORM OF PROPOSAL.

ARTICLE 4. PROGRESS PAYMENTS.

The City shall make partial payments to the Contractor on the basis of a duly certified approved estimate of value, by the Engineer, based on the Contract prices, of labor and materials incorporated in the work, and of timely materials suitably stored at the site thereof up to the twentieth (20) day of that month, less the aggregate of previous payments. The City will retain five percent (5%) as may be deemed advisable by the Engineer, until final completion and acceptance of all work covered by the contract.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT.

The work called for under this contract shall be subject to review and final inspection. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer shall promptly issue a final certificate, over the Engineer's own signature, stating that the work provided for this Contract has been completed and is acceptable under the terms and conditions thereof, and the entire balance found to be due to the Contractor, including the retained percentage, shall be paid to the Contractor not sooner than thirty (30) days after the date of acceptance of the work by the City Council of the City of Grinnell. At the time the Contractor requests a final certificate, the Contractor shall submit an affidavit to the Engineer that all payrolls, material bill, and other indebtedness connected with the work have been paid.

ARTICLE 6. THE CONTRACT DOCUMENTS.

Each of the documents listed below and all modifications thereof incorporated in the documents before their execution shall form the Contract, as if hereto attached or herein repeated.

2021 (Fiscal Year) SEAL COAT PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS, published by the City of Grinnell, April 22, 2020, and all those documents therein listed, INCLUDING:

DIVISION A – GENERAL DOCUMENTS

DIVISION B – GENERAL CONDITIONS OF THE CONTRACT

DIVISION C – TECHNICAL PROVISIONS

This agreement shall be binding upon the legal representative and successors of the parties respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Name of Individual or Partnership

By: _____

Signed in the Presence of: _____

Name of Corporation

By: _____ as its _____

By: _____ as its _____

Signed in the Presence of: _____

City of Grinnell
Name of City

By: _____, Dan Agnew, Mayor

By: _____ Ann Wingerter, City Clerk

END OF SECTION A-007

SECTION A-008 – FORM OF BID BOND

KNOW ALL PEOPLE BY THESE PRESENT that we _____
_____ as Principal, and _____
_____ as Surety, are held and firmly bound unto the City
of Grinnell, Iowa. Hereinafter called the “Owner” in the penal sum of _____
_____ Dollars,
(\$ _____) lawful money of the United States of America for the payment
of which sum will and truly be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these present. The
condition of this obligation is such that whereas the Principal has submitted the
accompanying bid, dated _____, 2020, for the 2021 (Fiscal Year) Seal
Coat Project.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specification or by law.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or

affected by any extension of the time within which the Owner may accept such bid or execute such contract; and said surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the principal and the surety hereto set their hands and seals, and such of them as corporations, have cause their corporate seals to be hereto affixed and these present to be signed by their proper officers this _____ day of _____, 2020, A.D.

Witness

Principal

By: _____ (Title)

Surety (Seal)

By: _____
(Attorney-in-fact)
Attach Power of Attorney

END OF SECTION A-008

**SECTION A-009 – FORM OF PERFORMANCE, PAYMENT AND
MAINTENANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENT, that we, _____,
_____, (hereinafter called the Principal) and
_____, (hereinafter
called the Surety), are held and firmly bound unto the City of Grinnell, Iowa,
(hereinafter called the Owner), in the penal sum of _____
_____ Dollars (\$ _____) lawful
money of the United States of America to the payment of which sum will and truly be
made, the Principal herein firmly binds him/her/themselves, their heirs, executors, and
administrators, and the Surety bind themselves, their successors, assigns, executors,
and administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above
bonded Principal, did on the _____ day of _____, 2020,
enter into a written contract with the City of Grinnell to do the 2021 Seal Coat Project
as specified in the Contract Documents,

NOW, THEREFORE, if said Principal shall faithfully perform said contract, and if the
said Principal shall warrant all workmanship and materials for a period of one (1) year
from the final inspection and acceptance date, then this obligation shall be void;
otherwise, it shall remain in full force and effect. Copy of which contract, together with
all of its terms, covenants, conditions, and stipulations is incorporated herein and made
a part hereof as fully and completely as if said contract were received at length herein
and,

WHEREAS, the Principal and Sureties on this bond hereby agree to pay all persons,
firms, or corporations having contracts directly with the Principal or with
subcontractors, all just claims due them for labor performed or materials furnished in
the performance of the contract on account of which this bond is given, when the same
are not satisfied out of the portion of the contract price which the Owner is required to
retain until completion of the improvements, but the principal and sureties shall not be
liable to said persons, firms, or corporations unless the claims of said claimants against
said portion of the contract price shall have been established as provided by law.

Now if the Principal shall in all respects fulfill the said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so and shall full reimburse and repay the Owner all outlays and expenses which it may incur in making good and such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice,

1. To any extension of time to the contractor in which to perform to the contract.
2. To any change in the plans, specifications, or contract, when such changes does not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
3. That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work is accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2020.

Principal

By: _____

Surety

By: _____
Attorney-in-fact Iowa Resident Agent

END OF SECTION A-009

SECTION A-010 – NOTICE TO PROCEED

Date: _____

Contractor: _____

Attention: _____

Subject: Notice to Proceed with the Construction of the 2021 (Fiscal Year) Seal Coat Project.

Dear _____:

You are hereby directed to proceed with the construction of the above-mentioned project in accordance with the terms of the Contract Documents, plans, and specifications entered into by:

_____, and the City of Grinnell.
Contractor

The signed contract is dated _____, 2020. The stipulated time for commencing work on the project is June 1, 20 and the completion is in accordance with the contract terms.

Sincerely yours,

City of Grinnell

By: _____

Title: _____

END OF SECTION A-010

SECTION A-011 – PAYMENT REQUEST FORM

The Contractor shall submit this form to the City of Grinnell by the 20th day of each month. Work done up to and on that day may be included in that months pay request.

Copies of this form shall be made by the Contractor, and filled out and submitted by the 20th of each month. The City shall then process the request, and submit this request to the City Council at their first meeting of the following month.

I/We, the undersigned, as Contractor for the 2021 Seal Coat Project, hereby submit and request payment for the work done to date, and for materials on hand, as listed below.

_____ Date

_____ Name of Individual or partnership

By: _____

_____ Name of Corporation

By: _____ as its _____

Quantities and amounts approved / as corrected / as submitted / as changed by:

_____ Date

City of Grinnell
_____ Name of City

By: _____, Russ Behrens, City Manager

Approved for payment as submitted / as changed by:

_____ Date

City of Grinnell
_____ Name of City

By: _____, Dan Agnew, Mayor

By: _____, Ann Wingerter, City Clerk

DIVISION B

GENERAL CONDITIONS OF THE CONTRACT

DIVISION B – GENERAL CONDITIONS OF THE CONTRACT

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SECTION B-001 – DEFINITIONS

Contract Documents are those listed as such in Article Six (6) of the Agreement, included herewith.

Plans and Drawings refer to the plans as specified in Article Six (6) of the Agreement, included herewith.

Specifications shall mean the same as if the term Contract Documents had been used in its place.

Contract is the agreement covering the performance of the work described in the Contract Documents, including all supplemental agreements thereto, and all general and specific provisions pertaining to the work or materials therefore.

The City and **The Contractor** are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number.

Wherever the word **Engineer** is used in the Contract, it shall be understood as referring to the City Engineer of the City of Grinnell, acting personally or through an assistant duly authorized for such act by the Engineer or by the City Manager.

Surety is the person, firm, or corporation who executed the Performance Bond.

The term **Subcontractor**, as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

Written Notice shall be deemed to have been duly served if delivered in person to the individual, a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last known business address for whom it is intended by the sender of the notice.

The term "**Work**" of the Contractor or Subcontractor includes labor, materials, equipment, transportation, or other facilities and activities necessary to complete the Contract, either individually or in any combination thereof.

END OF SECTION B-001

SECTION B-002 -- INTERPRETATIONS

2.1 INTENT OF THE CONTRACT DOCUMENTS.

The intent of the Contract Documents is to provide for the construction and completion of every detail of the improvements included in the Contract. What is called for by any one shall be as binding as if called for by all. It is understood that the Contractor, for the Contract Price, will furnish all labor, materials, tools, transportation, and supplies, and will execute the Contract in a satisfactory and worker like manner, and in accordance with the plans, specifications, and terms of the Contract.

2.2 CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by the Contractor's own careful and active examination, been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered above and below ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this Contract. No verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.3 DRAWINGS AND INSTRUCTIONS.

The Engineer will furnish to the Contractor, free of charge, up to ten (10) copies of drawings and specifications necessary for the execution of the work. Additional sets desired by the Contractor will be available for the cost of materials and labor to provide such copies. The Engineer shall also furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true development thereof, and reasonably inferable therefrom.

2.4 CONFLICT.

If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract, or any additions thereof, and the Detailed Specifications, the Detailed Specifications shall control. Terms of any Special Conditions included in this specification as a result of Federal or State funding of the project shall take precedence over these General Conditions.

2.5 DIMENSIONS.

Figured dimensions or datum deviations on the Plans shall be used in lieu of scaling the Drawings. Where the work of the Contractor is affected by finished dimensions, these shall be determined by the Contractor at the site, and the Contractor shall assume the responsibility therefore.

2.6 DRAWINGS AND SPECIFICATIONS AT JOB SITE.

One complete set of all Drawings and Specifications shall be maintained at the job site by the Contractor, and shall be available to the Engineer at all times.

2.7 SURVEYS, PERMITS, AND REGULATIONS.

The City shall furnish all surveys unless otherwise specified. Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits and easements for permanent structures or permanent changes in existing facilities shall be secured by the City, unless otherwise specified.

2.8 ROYALTIES AND PATENTS.

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the Engineer.

2.9 CHANGES IN THE WORK.

The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claims for extension of time caused thereby shall be adjusted at the time of ordering such change. No allowance shall be made for anticipated profit on work not performed.

In giving oral instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract or subsequently agreed upon.
- (c) By cost and percentage.
- (d) By cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, having received an order as described above, shall proceed with the work. In such case and also under cases (c) and (d), the Contractor shall keep and present in such form as the Engineer may direct, a correct account of the net cost involved in the change, together with vouchers. The net cost shall include labor, materials, equipment, and insurance, to the exclusion of other items, which shall be classed as overhead. In any case, the Engineer shall certify to the amount due to the Contractor, including reasonable allowance, not to exceed fifteen percent (15%) of the net cost, for overhead and profit. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

END OF SECTION B-002

SECTION B-003 -- CONTROLS OF MATERIALS AND WORK

3.1 ENGINEER'S STATUS.

The Engineer has the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the Contract. The Engineer shall also have authority to reject all work and materials, which do not conform to the Contract.

3.2 INSPECTION OF WORK.

The Engineer and the Engineer's representatives, and representatives from the Iowa Department of Natural Resources and the Environmental Protection Agency, shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that the defect in the work was caused by another Contractor, who is not a subcontractor of the Contractor, and in that event, the City shall pay such cost.

3.3 AUTHORITY AND DUTIES OF INSPECTOR.

Inspectors may be stationed on the work to report to the Engineer as to the progress of the work, manner in which the work is being performed, also to report whenever it appears that materials furnished and worked performed by the Contractor fails to fulfill the requirements of the specifications and contract, and to direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall in no case act as supervisor or perform other duties for the Contractor, or interfere with the Management of the work by the Contractor. The responsibility for omissions and defective materials or workmanship lies with the Contractor, and the presence of the Engineer or Inspector during construction does not alter the Contractor's responsibility.

3.4 SUPERINTENDENCE AND SUPERVISION.

The Contractor shall keep on the work site, during the work's progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in the Contractor's absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request by the Contractor. The Contractor shall give efficient supervision to the work, using the best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

Should any change result in increased cost to the Contractor, the value of any such change shall be determined as provided for in Section B-002 under "Changes in the Work."

3.5 SUBCONTRACTS.

The Contractor shall, as soon as practicable after execution of the Contract, but prior to the beginning work, notify the Engineer in writing of the names of subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees to be fully responsible to the City for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

3.6 SEPARATE CONTRACTS.

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work by both the Contractor and other contractors.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor's responsibility shall be to follow the provisions of Section B-003, under "Conformity with Existing Structures."

3.7 CONFORMITY WITH EXISTING STRUCTURES.

If any part of the Contractor's work depends, for proper execution or results, upon existing work or structures, or upon the work of another contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the existing work or structure as fit and proper for the reception of the Contractor's work, except as to defects that may develop in the existing work or structure after the execution of the Contractor's work.

To insure the proper execution of subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

3.8 MATERIALS AND EQUIPMENT.

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor may be required to furnish a statement of the origin, composition, and manufacturer of any or all material proposed for use in the performance of the Contract, together with samples of such materials. The Contractor shall furnish to the Engineer for approval the name of the manufacturer of machinery, mechanical, and other equipment, which the Contractor contemplates installing, together with their performance capacities and other pertinent information.

3.9 STORAGE OF MATERIALS.

Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms, or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

3.10 MANUFACTURER'S DIRECTIONS.

Manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer unless herein specified to the contrary. The Contractor shall, at no cost to the City, arrange for the services of a qualified representative of the equipment manufacturer to inspect the equipment after installation, and to supervise the initial operation for the period of time necessary to insure proper installation and operation.

3.11 SHOP DRAWINGS.

The Contractor shall submit to the Engineer shop drawings for all materials and equipment to be supplied for this project whether stated in the specific sections of the Contract Documents or not. The Contractor shall make any corrections in the drawings required by the Engineer and resubmit same without delay. The Contractor agrees that Shop Drawing submittals processed by the Engineer are not change orders; that the purpose of Shop Drawing submittals by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that the Contractor demonstrates this understanding by indicating which equipment and materials are intended to be furnished and installed, and by detailing the fabrication and installation methods intended for use.

The Contractor further agrees that if deviations, discrepancies, or conflicts between Shop Drawing submittals and the Contract Documents in the form of design Drawings and Specifications are discovered either prior to or after Shop Drawing submittals are processed by the Engineer, the design Drawings and Specifications shall control and shall be followed. Shop Drawings shall be submitted as follows:

- (1) Three (3) copies plus any number desired returned by the Contractor (so at least four (4)) shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- (2) The Engineer shall, within fourteen (14) days of the submittal of any Shop Drawing, return at least one copy to the Contractor marked with all comments.
- (3) The Contractor shall then correct or revise the Shop Drawings as required to conform to the Contract Documents.
- (4) Following correction or revision, the Contractor shall furnish the Engineer at least four (4) copies of the Shop Drawings conforming to the required corrections and changes.

- (5) The Engineer reserves the right to review corrected or revised Shop Drawings for general compliance with the Contract Documents and to require further corrections or revisions as may be necessary for compliance.

3.12 ORDER OF CONSTRUCTION.

The Engineer shall have control of the order in which various parts of the improvements are to be performed. The Contractor shall submit, at such time as may be requested by the Engineer, schedules which will show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The order of construction as determined by the Contractor will be followed except where the Engineer determines that such order would not be to the best interests of the City or of the general public.

3.13 PROGRESS.

The Contractor shall at all times maintain a substantial working force to insure completion of the work within the time specified in the Contract. The consistent failure of the Contractor to do so after due warning shall be cause for the City to do the work or to terminate the Contract. See section B-004, under "City's Right To Do Work," and "City's Right To Terminate Contract."

3.14 SUSPENSION OF WORK.

The Engineer shall have authority to suspend the work wholly or in part for such a period or periods of time as may be deemed necessary by the Engineer due to unsuitable weather, unfavorable conditions, or the failure of the Contractor to carry out orders given, or to perform any or all of the provisions of the Contract. The City shall not be liable for expenses incurred by the Contractor during such period of suspension.

3.15 CONSTRUCTION REPORTS.

The Contractor shall submit to the City schedules of costs and quantities of materials, and of other items, which schedules shall be in such form and shall be supported as to the correctness as the City may require for preparing monthly estimates. The Contractor shall also submit to the City the following records: (a) Detailed Estimate, and (b) Periodical Estimates for Partial Payment. These estimates shall be subject to review and correction by the Engineer.

3.16 HOURS OF WORK.

Except for such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays, nor after six o'clock (6:00) P.M., without specific permission of the Engineer.

3.17 WEATHER.

During freezing or inclement weather, all work shall be suspended except such as can be done in an acceptable manner. The Engineer may permit work to be carried on at such times provided the Engineer approves of the special protection or construction methods proposed. Permission so granted shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work.

3.18 WORKERS AND EQUIPMENT.

The Contractor shall employ competent and efficient workers for every kind of work. Any person employed on the job who shall refuse or neglect to obey the directions of the Engineer or Inspector as relayed through the proper superintendent, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be reemployed unless express permission be given by the Engineer.

3.19 REMOVAL OF UNAUTHORIZED OR DEFECTIVE WORK.

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute said work in accordance with the Contract, without expense to the City, and the Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Work done without lines and grades being given, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority will be considered as unauthorized, at the expense of the Contractor, and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at an auction or at a private sale and shall account for the net proceed thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

3.20 CORRECTION OF WORK AFTER FINAL PAYMENT.

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law, and upon written notice the Contractor shall remove any defects due thereto, and pay for damage done to other work resulting therefrom, which shall appear within one (1) year(s) after the date of completion and acceptance.

3.21 CLEANING UP.

The Contractor shall at all times keep the premises free from undue accumulations of waste materials or rubbish caused by any work, and shall, as soon after construction as reasonably possible, replace or restore fences, sidewalks, or other property damaged or disturbed by any work. At the completion of the work, the Contractor shall remove all rubbish and waste materials, and all tools, equipment, scaffolding, and surplus materials, and shall leave the premises clean and ready for use, substantially in the same condition as when construction was begun.

Prior to making an application for final payment, the Contractor shall furnish to the Engineer "clean-slips" or affidavits, signed by each property owner abutting the construction site, as determined by the Engineer. This affidavit shall, in each case, attest to the fact that the property has been restored to its original condition, or that the property owner has agreed with the Contractor upon the amount of damages sustained. In the case of a dispute between the property owner and the Contractor, the question shall be referred in writing to the Engineer, who will immediately make an investigation and issue a finding of fact. If the question is not then resolved and the required affidavit obtained from the property owner, the Engineer, upon written application from the Contractor, shall issue a release to the Contractor from the obligation to furnish said affidavit. This dispute may then be settled by other means available to the parties.

In the event that the property owner cannot be located, or does not reply within a reasonable time, then upon receipt of proof that an attempt was made by registered mail to contact said property owner, the Engineer shall issue a release to the Contractor from the obligation to furnish said affidavit.

END OF SECTION B-003

**SECTION B-004 -- LEGAL RELATIONS AND RESPONSIBILITIES
TO THE PUBLIC**

4.1 CONTRACT SECURITY.

The Contractor shall furnish a surety bond (form attached) in an amount of at least one hundred percent (100%) of the contract price as security for the faithful performance of this contract, and as security for the payment of all persons performing labor and furnishing materials in connection with this contract.

4.2 INSURANCE.

The Contractor shall furnish the City Clerk with proper affidavit or affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, as required below, effective during the life of the contract or for a period of at least ten (10) days following the filling of written notice of cancellation. The work shall not commence under this contract until the Contractor has obtained all insurance required, and such insurance has been approved by the City; nor shall the Contractor allow any Sub-contractor to commence any work until all similar insurance required for the Sub-contractor has been so obtained and approved.

A. COMPENSATION INSURANCE.

The Contractor shall make out and maintain, during the life of this contract, Worker's Compensation Insurance for all employees of the Contractor employed at the site of the work, and in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in Hazardous Work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each Sub-Contractor to provide, adequate insurance for the protection of all employees not otherwise protected.

B. CONTRACTOR'S LIABILITY INSURANCE.

The Contractor shall maintain Insurance as shall protect the City and the City's employees or agents, the Contractor, and the Sub-contractor performing the work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by the Contractor, any Sub-Contractor, or by anyone directly or indirectly employed by either of them.

The minimum protection shall be as follows:

1. Public Liability, Bodily Injury, and Property Damage:
 - a. Injury or death of one person \$1,000,000.00
 - b. Injury to more than one person in a single accident \$1,000,000.00
 - c. Property damage \$100,000.00

2. Automobile and Truck Public Liability, Bodily Injury, Property Damage:
 - a. Injury or death of one person \$1,000,000.00
 - b. Injury to more than one person in a single accident \$1,000,000.00
 - c. Property damage \$100,000.00

3. Excess Liability, Umbrella Form \$3,000,000.00

NOTE: When excavation, trenching, or tunneling is involved, the Property Damage Liability Coverage under the Comprehensive General Liability Policy shall specifically provide coverage for damage to underground property.

All responsibility for maintenance of property and insurance on the work (including but not limited to Builders Risk and Installation Floater) remains solely with the Contractor who may at the Contractor's option insure against any or all perils, and such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the Owner. It is a condition of the Contract that the Owner and Engineer and all Contractors, Subcontractors, and Sub-subcontractors waive all rights of recovery against each other for damages caused by fire or other perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph.

C. INDEMNITY.

The Contractor shall indemnify and save harmless the City and the City's employees or agents from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it, by reason of any act or omission of the said Contractor, the Contractor's agents, or employees, in the execution of the work, or in the guarding of it.

4.3 LAWS RELATING TO WORK.

The Contractor is presumed to be familiar with all laws, ordinances, codes, and regulations which may in any manner affect those engaged or employed upon the work, or in the

materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, codes, and regulations.

4.4 PROTECTION OF WORK AND PROPERTY.

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. The Contractor shall provide for referencing and resetting, or for re-establishing, any and all property lines or monuments that are disturbed in the course of the work.

The Contractor shall be held responsible for the care of materials and for partially completed work until final acceptance of same by the City. The Contractor shall correct or make good, at no cost to the City, all damages to adjacent property due to the acts or negligence of any person employed by the Contractor or the prosecution of any work and shall save the City harmless therefrom.

In an emergency affecting the safety of life, the work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act in good faith to prevent such threatened loss or injury, and shall do so without appeal if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined as provided in Section B-002 of these Contract Documents, entitled "Changes in the Work."

4.5 ACCIDENT PREVENTION AND RESPONSIBILITY FOR ACCIDENT.

Precaution shall be observed by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall observe the safety provisions of applicable laws, and building and construction codes. Machinery, equipment, and all hazards shall be guarded by the Contractor, or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America to the extent that such provision are not in contravention of applicable laws or these Contract Documents. The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of work, and until final acceptance thereof or until released by the Engineer in writing.

4.6 MAINTENANCE OF BARRICADES AND LIGHTS.

The Contractor shall, at no cost to the City and without further or other order from the City, provide, erect, and maintain at all times during the progress or suspension of the work, and until the completion and final acceptance thereof, suitable and requisite barriers, signs, or other adequate protection as required by the Manual on Uniform Traffic Control Devices,

US DOT, Federal Highway Administration, most current edition, or as may be ordered by the Engineer to insure the safety of the public. All barricades and obstructions shall be protected at night by signal lights which lights shall be kept burning from sunset to sunrise.

4.7 LANDS FOR WORK.

The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same. The Contractor shall confine all equipment, apparatus, the storage of materials, and operations of the workers to limits indicated by laws, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with materials.

4.8 SANITARY CONVENIENCES.

The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the site, and these shall be maintained in a manner that will be inoffensive to the public.

4.9 LIENS.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. If required, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed. If any Sub-contractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Engineer, to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

4.10 ASSIGNMENT.

The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to them hereunder, without the previous written consent of the Engineer.

4.11 CLAIMS AGAINST CONTRACTOR.

The Contractor shall be held for the payment of all just claims against the Contractor arising out of the prosecution of this Contract, and the Contractor's bonds will not be released until such claims are paid or dismissed.

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probable filing of claims.
- C. Failure of the Contractor to make payments properly to Sub-contractors or for material or labor.
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.

When the above grounds are removed, payments shall be made for amounts withheld because of them.

4.12 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted thereby, there shall be no liability upon the Engineer or any authorized assistants either personally or as an official of the City, it being understood that in such matters said person acts as the agent and representative of the City.

4.13 NO WAIVER OF LEGAL RIGHTS.

The City shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payments therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's Surety, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the City of any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

4.14 USE OF COMPLETED PORTIONS.

The City shall have the right to take possession of and use any completed or partially completed portion or portions of the work, but such taking possession and use shall not be

deemed an acceptance of neither the work so used nor any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

4.15 MATERIALS FOUND ON THE WORK.

Full right shall vest in the City to any surplus excavated material, unsuitable backfill material, or to any item of value found on the work or in the process of the work. The City reserves the right to order it disposed of at the expense of the Contractor, or removed and stored for the disposition by the City. This provision shall in no way relieve the Contractor of the responsibility of restoration, or of any other provision of these specifications, but is intended, rather, to establish ownership of items and material found on the work.

4.16 CITY'S RIGHT TO DO WORK.

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

4.17 CITY'S RIGHT TO CORRECT DEFICIENCIES.

Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy, correct such deficiencies.

4.18 CITY'S RIGHT TO TERMINATE CONTRACT.

The City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method it may deem expedient. Action may be taken for any of the following reasons:

- If the Contractor should be judged as bankrupted.
- If the Contractor should make a general assignment for the benefit of any creditors.
- If a receiver should be appointed on account of the Contractor's insolvency.
- If the Contractor should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.

- If the Contractor should fail to make prompt payment to Sub-contractors, or for material or labor, or persistently disregard laws, ordinances codes, or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the City. The Expense incurred by the City as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

4.19 CONTRACTOR'S RIGHT TO SUSPEND WORK.

The Contractor may suspend work or terminate the Contract upon seven- (7) days written notice to the City and the Engineer, for any of the following reasons:

- If an order of any court, or other public authority, caused the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or the Contractor's employees.
- If the Engineer should fail to act upon any Request for Payment within ten (10) days after its presentation in accordance with the General Conditions of this Contract.
- If the City should fail to act upon any Request for Payment within thirty (30) days after its approval by the Engineer.
- If the City should fail to pay the Contractor any sum within thirty (30) days after its award by arbitrators.

4.20 REMOVAL OF EQUIPMENT.

In the case of annulment of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part of any equipment and supplies owned by the Contractor from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

4.21 ENGINEER'S DECISIONS.

The Engineer shall, within a reasonable time after their presentation, make decision in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

All such decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, in which latter case, the decision of the Engineer shall be final and binding on the City and the Contractor unless written objections thereto are delivered to the Engineer by the claimant within twenty (20) days after written notice of such decisions.

END OF SECTION B-004

SECTION B-005 - MEASUREMENT AND PAYMENT

5.1 STANDARDS OF MEASUREMENT.

The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer or any assistants according to the United States Standard Measurements and Weights. A Minimum of two working days notice shall be given to the owner so that the owner can mark limits of material for the contractor to follow.

5.2 USE OF CITY WATER.

The Contractor will be allowed to use City water, but before any water is used, the Contractor shall make an application to the Engineer who will provide and install suitable meters and supply the Contract representative with suitable hydrant wrenches when the use of hydrants is necessary. The Contractor shall designate one employee who shall be responsible for operating the hydrants used by the Contractor. The employee so designated shall be under the direct supervision of the Engineer and no other employee may operate any hydrant or valve without the written permission of the Engineer. The meters shall not be moved by the Contractor, but will be moved by City Employees as directed by the Contractor. The water used will be charged to the Contractor at the rate of zero dollars (\$ 0.00) per 1,000 gallons.

5.3 CLAIMS FOR EXTRA COST.

If the contractor claims that any new instructions by drawings or otherwise, after the Contract has been signed, involve extra cost under this Contract, the Contractor shall give the Engineer written notice thereof within seven (7) calendar days after receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedure shall then be as provided for in Section B-002 of the Contract Documents under "Changes in the Work."

5.4 BASIS FOR PAYMENT.

Progress payment and final payment shall be made in conformity with the Proposal, which is attached hereto and made a part of the Contract. Limits of measurement for each item shall be outlined in the applicable section of the Specifications.

5.5 DEDUCTIONS FOR UNCORRECTED WORK.

If the Engineer deems it inexpedient to correct work injured or done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

5.6 TAXES.

A. SALES TAX.

The City of Grinnell is a designed exempt entity. Designated exempt entities awarding construction contracts on or after January 1, 2003, may issue special exemption certificates to contractors and subcontractors allowing them to purchase or to withdraw from inventory construction materials for the contract free from sales tax.

The City of Grinnell is hereby notifying all potential bidders to submit their bids WITHOUT sales tax included. This policy will lower the dollar amount of the bid and the Contractor will not be required to provide Contractor Statements after the project is completed. The following steps will be used to complete this process:

1. Designated exempt entities will register contracts, including information on contractors and subcontractors, through an online application developed by the Iowa Department of Revenue.
2. Designated exempt entities will provide each contractor/subcontractor with an exemption certificate/authorization letter developed exclusively for this purpose. These will be printed directly from the online application. The letter/certificate can be obtained only through this application.
3. Contractors and subcontractors will give a copy of the certificate to each of their material suppliers. This allows them to purchase building materials for the contract free from sales tax.
4. Suppliers should retain this certificate in their records for at least three years.

B. OTHER TAXES.

The Contractor shall pay all taxes involved in the completion of the work under the Contract except the sales tax on the construction materials mentioned above, shall pay all Social Security and unemployment taxes, and is responsible for withholding taxes and any other state or federal requirements in this regard.

C. OUT-OF-STATE CONTRACTORS.

All out-of-state contractors shall meet all Iowa laws and regulations relating to out-of-state contractors.

END OF SECTION B-005

SECTION B-006 -- TIME OF COMPLETION

6.1 EXTENSIONS OF TIME.

All time limits stated in the Contract Documents are of the essence of the Contract. Upon receipt of written notice from the Contractor of the existence of causes over which said Contractor has no control and which must delay the completion of the work, the Engineer may, at the Engineer's discretion, extend the date specified for the completion of the work. No allowance will be made to the Contractor for stoppage or suspension of the work by the Engineer, unless stoppage or suspension is due to the fault of the City, then extension of time corresponding to the duration of stoppage or suspension will be allowed for the completion of the work.

END OF SECTION B-006

DIVISION C

TECHNICAL PROVISIONS

SUBDIVISION C.1

BITUMINOUS SEAL COAT

SECTION C.1-001 – GENERAL SPECIFICATIONS

1. SCOPE OF WORK.

The work contemplated herein involves the preparation of roadbed to receive the placement of seal coat, and the laying of seal coat on the streets.

2. CITY SUPPLIED MATERIALS.

The City will not supply any material nor perform any of the work contemplated under this contract.

3. PROTECTION OF LAWNS AND TREES.

The contractor shall make special efforts to reduce damage to lawns and trees, and where damage is accidentally caused, shall restore/replace the lawns and/or trees in an acceptable manner. Where the use of private property is convenient to the Contractor, the Contractor shall make any necessary arrangements with such private owners.

4. WORK WITHIN STATE HIGHWAY AND RAIROAD RIGHTS-OF-WAY.

All work performed by and all operations of the Contractor, including all employees and Subcontractors under the Contractor, within the limits of highway and railroad rights-of-way shall be in conformity with the requirements of, and be under control of (through the City), the highway or railroad authority owning, or having jurisdiction over and control of, such right-of-way in each case.

END OF SECTION C.1-001

SECTION C.1-002 – TECHNICAL SPECIFICATIONS

1. PREPERATION FOR AND APPLICATION OF BITUMINOUS SEAL COAT.

The contractor shall prepare the streets and place the bituminous seal coat as per the requirements and specifications in Section 2307 “Standard Specifications for Highway and Bridge Construction”, Iowa Department of Transportation, Series 2001.

2. RECORDS.

The Contractor shall keep a record in a field book or on a separate record set of plans indicating by station the actual location each load of aggregate and bituminous materials is laid. Such field notes shall be available to the City for the preparation of as-built plans.

3. CLEAN-UP.

Areas disturbed shall be restored to those conditions, which existed prior to construction, unless otherwise noted on the plans or instructed, by the Engineer.

Roadways shall be prepared, seeded or sodded, and fertilized in compliance with the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation.

Shrubbery, trees, or flowers, which have been damaged by the construction, shall be replaced with new plantings of equal type and quality to that which was damaged.

At all times, the site shall be kept free from accumulations of waste materials and rubbish caused by the work, and upon completion of the work, all rubbish, tools, scaffolding, forms, and surplus materials shall be removed.

The Contractor shall be responsible, financially and otherwise, for the refilling and repair of all settlement and the repair or replacement to the original or better condition of all pavement, top surfaces, driveways, areaways, curbs, gutters, walks, surface structures, utilities, drainage facilities, sod, and shrubbery which have been damaged as a result of said replacement operations. The Contractor shall make, or cause to make, all necessary replacements, and repairs or replacements appurtenant thereto, within thirty (30) days from and after due notification by the Engineer or City of settlement and resulting damage at any designated location or locations.

4. BASIS OF PAYMENT.

The Contractor will be paid the square yard contract price which shall include all materials and labor necessary to meet the contract specifications. Payment will be based on actual quantities after work has been completed and accepted.

5. PROTECTION OF WORK.

The Contractor is responsible for protecting all work during construction, and shall employ all means to protect the public from harm.

6. Warranty Period

The contractor will be responsible for correcting any areas where bleeding of the asphalt binder appears.

7. Application of Bituminous

The contractor shall not be allowed to apply bituminous material to any areas within two days of a rain event without approval from the City of Grinnell representative.

8. Parking on Work Areas

The contractor shall be responsible for posting no parking notifications not less than twenty four (24) hours in advance for areas where parking is normally permitted.

END OF SECTION C.1-002

SECTION C.1-003 – MATERIAL SPECIFICATIONS

1. AGGRGATE.

The aggregate used for this project shall be 3/8”, washed and free from objectionable clay coatings. The aggregate shall be dry at the time of application. The gradation shall be as follows:

	SIEVE SIZE					
	1/2	3/8	4	8	30	200
% Passing	100	90-100	10-55	0-20	0-7	0-1.5

Aggregate shall be spread at a rate of twenty to twenty-five (25) pounds per square yard. The rate of application shall be inspected and modified if necessary by a representative of the City of Grinnell during the time of application.

2. BITUMINOUS MATERIAL.

The Bituminous material shall be MC 3000, and meet the requirements in Sections 2307 and 4140.01, “Standard Specifications for Highway and Bridge Construction”, Iowa Department of Transportation, Series 2001.

The MC3000 shall be applied at a rate of 0.32 gallons per square yard for single coat chip seal. The MC3000 shall be applied at a rate of 0.25 gallons per square yard the first pass and 0.30 gallons per square yard for the second pass on double chip seal streets.

3. ROLLING OF AGGREGATE.

Immediately after the aggregate has been placed a team of rubber tired rollers shall roll the aggregate. A total of eight-roller coverage at a speed of no more than five (5) miles per hour shall occur over the entire street surface in order to firmly embed the aggregate in the binder. Care shall be taken to not have the rubber-tired rollers start and stop suddenly. Any scuffs in the seal coat shall be promptly repaired prior to moving to the next street section.

END OF SECTION C.1-003

8. Discuss Strategic Plan Initiative #8: Study solid waste/recycling solutions, etc. 5 votes. PW & G Committee, Duane Neff and Barb Flander.
9. Discuss Strategic Plan Initiative #13: Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes. PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
10. Discuss Strategic Plan Initiative #14: Develop another deep drinking well. 2 votes. PW & G Committee, Jan Anderson, and Jim Brown.
11. Discuss Strategic Plan Initiative #17: Develop pilot program to disconnect footing drains. 0 votes. PW & G Committee, Jan Anderson, and Daniel Ramos

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-70

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 27 IN THE AMOUNT OF \$117,774.50 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. 27 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. 27; 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 \$117,774.50 to WRH, Inc. of Amana, Iowa.

Passed and adopted this 4th day of May 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)

April 22, 2020

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

GRINNELL, IOWA
WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT
PARTIAL PAYMENT NO. 27

Enclosed is an electronic copy of Partial Payment No. 27 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 \$117,774.50.

Partial Payment No. 27 is primarily for work on the Administration Building, including painting, flooring, and ceramic tiling.

Please execute all copies of Partial Payment No. 27 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 "Forrest Aldrich". The signature is written in a cursive, flowing style.

Forrest Aldrich

FSA: 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. 27

Date: **April 22, 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	3/24/2020 - 4/22/2020

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	96%	\$192,000.00
1.3	General Conditions	LS	xxxxx	xxxxx	\$ 665,000.00	99%	\$658,000.00
2.1	Demolition of Existing Plant	LS	xxxxx	xxxxx	\$ 100,000.00	92%	\$92,000.00
2.2	Earthwork	LS	xxxxx	xxxxx	\$ 1,216,000.00	98%	\$1,197,000.00
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	99.9%	\$1,199,091.81
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%	\$892,000.00
3.2	Concrete -#10 Headworks Bldg.	LS	xxxxx	xxxxx	\$ 210,000.00	100%	\$210,000.00
3.3	Concrete -#20 Process Tanks	LS	xxxxx	xxxxx	\$ 1,407,000.00	100%	\$1,407,000.00
3.4	Concrete -#25 Final Clarifier Splitter Box	LS	xxxxx	xxxxx	\$ 40,000.00	100%	\$40,000.00
3.5	Concrete -#30 Final Clarifier No. 3	LS	xxxxx	xxxxx	\$ 231,000.00	100%	\$231,000.00
3.6	Concrete -#40 UV Disinfection Bldg.	LS	xxxxx	xxxxx	\$ 64,000.00	100%	\$64,000.00
3.7	Concrete -#50 Effluent Flume	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00
3.8	Concrete -#55 Sludge Pump Station	LS	xxxxx	xxxxx	\$ 71,000.00	96%	\$68,000.00
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	96%	\$12,500.00
8.1	Doors & Hardware (HM & FRP)	LS	xxxxx	xxxxx	\$ 43,000.00	100%	\$43,000.00
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	78%	\$140,000.00
9.2	Flooring	LS	xxxxx	xxxxx	\$ 57,000.00	70%	\$40,000.00
9.3	Drywall	LS	xxxxx	xxxxx	\$ 13,000.00	100%	\$13,000.00
9.4	Ceilings	LS	xxxxx	xxxxx	\$ 15,000.00	40%	\$6,000.00
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	17%	\$12,513.00
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%	\$350,000.00
15.2	Valves	LS	xxxxx	xxxxx	\$ 150,000.00	99%	\$149,000.00
15.3	Mech.- Plumbing/HVAC - General Condi	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	98%	\$64,000.00
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	100%	\$116,000.00
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	100%	\$49,000.00
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	98%	\$54,000.00
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		\$12,824,102.81

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	\$12,824,102.81
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	\$78,588.43
	No. 5		
	No. 6		
Revised Contract Price		\$13,722,449.42	\$12,972,553.73
		Materials Stored	\$165,664.00
		Value of Completed Work and Materials Stored	\$13,138,217.73
		Less Retained Percentage (5%)	\$656,910.89
		Net Amount Due This Estimate	\$12,481,306.84

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. 25	\$174,266.87	
	No. 26	\$119,613.99	
Total Previously Approved			\$12,363,532.34
Percent Complete	96%	Amount Due This Estimate	\$117,774.50

The amount \$117,774.50 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	Date 4/23/2020	Date

RESOLUTION NO. 2020-71

RESOLUTION ACCEPTING QUOTES AND AUTHORIZING THE AWARD OF PROJECT FOR THE SE SEWER REHAB PROJECT FOR THE CITY OF GRINNELL, IOWA

WHEREAS notice to companies quoting on the project has been duly given as required by law for the SE Sewer Rehab Project for the City of Grinnell, as described in the plans and specifications; and

WHEREAS the quote from Hydro Clean of Des Moines, Iowa is determined to be the lowest responsive and responsible quote for the designated public improvement; and

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

Section 1. That the quote from Hydro Clean of Des Moines, Iowa is hereby accepted for the SE Sewer Rehab Project as described in the plans and specifications, and that the contract is now awarded to said contractor in the amount of forty-three thousand two hundred seventy-two and 68/100 dollars (\$43,272.68).

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 4th day of April, 2020, and signed this 46th day of May, 2020.

By: _____
Mayor

Attest: _____
City Clerk



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855-845-5326

Des Moines, IA

Mankato, MN

Rogers, MN

Sioux Falls, SD

Watertown, SD

Bovey, MN

Kansas City, KS

Wausau, WI

PROPOSAL

Bill To:

Veenstra & Kimm
 3000 Westown Parkway

West Des Moines, IA 50266

Ship To:

Veenstra & Kimm
 See Maps

Grinnell, IA 50112

Date	Expires
4/28/2020	6/16/2020
Hydro-Klean Quote Number	Delivery / Availability
QTE045889	As Schedule Permits
Prepared By	
Jake Nanti	
Freight On Board	
Terms	
Net 60	

Quantity	Units	Description	Price	Amount
----------	-------	-------------	-------	--------

Per unit and time and materials cost (if applicable) to conduct the Pipeline Inspection and Proactive Evaluation program as described to the customer. Pricing is conditional to the acceptance and execution of the Pipeline Inspection and Proactive Evaluation Service Agreement. Grinnell, IA. Clean & TV 30,692 LF of 8"-36" sanitary pipe w/ mainline TV truck and combination jet vac. Customer to provide an adequate water source such as a fire-hydrant at no additional cost to HK. All debris and waste collected to be disposed on site at customer designated location. If required, reverse set-ups for televising will be \$75/ea. Truck access to exposed manholes, is required. Standard traffic control (i.e. cones) is included. Non-standard traffic control or easement work will be additional. Scheduling will be at the discretion of the contractor. Cleaning to consist of 3 passes or less. Any cleaning requested beyond 3 passes will be charged at HK's standard hourly rate of \$335/hour standard time or \$375/ hour overtime. Prices below are based on a minimum of 30,000 LF.

Deliverables include:

Standard PACP export or GraniteNet export with database, videos and photos.

Printed, bound reports of Main Inspection and Pipe Run and Defects by Inspection.

No charge recommendations for rehabilitation throughout the project area. 3D Digital manhole inspections @ \$125/per manhole.

Review of all pipeline & manhole video including evaluation and recommendations for rehabilitation.

Discounts for all manhole and pipeline rehabilitation performed throughout the P.I.P.E. service agreement.

Discounts on product purchases throughout the P.I.P.E. service agreement

55.00 Miles	Mobilization of Cleaning Crew (\$10/ mile - one way)	\$10.00	\$550.00
55.00 Miles	Mobilization of Televising Crew (\$10/mile - one way)	\$10.00	\$550.00
29692.00 Foot	Cleaning 8" thru 36" Sanitary Sewer (3 or less passes)	\$0.75	\$22,269.00
1000.00 Foot	Easement Cleaning of 8" thru 36" Sanitary Sewer (3 or less passes)	\$2.25	\$2,250.00
29692.00 Foot	Televising 8" thru 36" Sanitary Sewer	\$0.54	\$16,033.68



Experience the difference.
One call. One service provider. One experience.

855-845-5326

Des Moines, IA	Mankato, MN	Rogers, MN	Sioux Falls, SD	Watertown, SD
	Bovey, MN	Kansas City, KS	Wausau, WI	
1000.00 Foot	Easement Televising 8" thru 36" Sanitary Sewer		\$1.62	\$1,620.00

*NOTE: Proposal does not include any applicable taxes

Prepared By: Jake Nanti Title: Estimator
 Approved By: Wade Anderson Title: President
 Accepted By: _____ Date: _____
 Title: _____ PO#: _____

*Total
\$43,272.68

ACCUJET LLC
 12155 J AVE
 PERRY, IA 50220
 (515)360-8582
 mindy@accujetiowa.com
 http://www.accujetiowa.com



Estimate

ESTIMATE # 1883
DATE 04/22/2020

ADDRESS

City of Grinnell
 927 4th Ave
 Grinnell, IA 50112

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	bid Grinnell Iowa Sanitary sewer televising and cleaning project 2020 Per plans and specs. Bid as layed out on plans	0	0.00	0.00
	Clean and Televis Clean and Televis 8"	18,768	1.48	27,776.64
	Clean and Televis Clean and Televis 12"	2,970	1.48	4,395.60
	Clean and Televis Clean and Televis 15"	2,152	1.68	3,615.36
	Clean and Televis Clean and Televis 18"	1,252	1.68	2,103.36
	Clean and Televis Clean and Televis 24"	3,045	1.77	5,389.65
	Clean and Televis Clean and Televis 30"	892	2.06	1,837.52
	Clean and Televis Clean and Televis 36"	1,613	2.06	3,322.78
	Jet/vac per hour Heavy cleaning and light root cutting per hour	0	300.12	0.00
	Robotic cutter Robotic cutting as needed per hour	0	327.81	0.00

TOTAL **\$48,440.91**

Accepted By

Accepted Date



Grinnell, IA
Sanitary Sewer Televising and Cleaning Project

The City of Grinnell
will hereafter be referred to as "Customer"
CIT Sewer Solutions will hereafter be referred to as "CIT"

DESCRIPTION OF WORK: The work to be done under this contract includes all labor, materials and equipment for cleaning and televising 30,692' of sanitary sewer unless specified otherwise in this proposal.

Pricing:

Description	Quantity	Rate	Total
Mobilization	1	\$960	\$960.00
Clean and Televis Sanitary Sewer (up to 3 passes with jetter) (MH Inspections, Rehab Recommendations and NASSCO reports included)	30,692	\$1.55	\$47,572.60
Hourly Heavy Cleaning (more than 3 passes with jetter)		\$300	
			<u>\$48,532.60</u>

Idle Time: \$300/hour - Time exceeding 30 min for water fill, debris disposal, customer representative authorizations or other factors not related to CIT's responsibilities while performing agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

Investigative work: \$300/truck/hour - prorated for actual time worked in 15 min increments.

Buried Manholes: CIT will expose a manhole up to 6" deep under dirt or gravel at a flat cost of \$75 - If a cover is over 8" deep, the owner is responsible to contact Iowa One Call for locate if they desire CIT to expose, will be charged at a rate of \$300/hour.

CHANGE ORDER: Request for any additional work not included in the provisions of these specifications will be negotiated between Customer and CIT via change order. Must be signed and dated by all parties before additional work can begin.

PAYMENT: Payment will be made at the unit prices listed above. Customer will pay CIT in full for all completed work within 30 days of invoice date. 25% surcharge fee on legal and/or collection fee to collect delinquent invoices.

If payment is received within 10 days of invoice date, Customer will receive a 5% discount.

PLANS: Customer will provide maps or prints of sewer lines to be cleaned and inspected. The lines that are scheduled for inclusion in the project will be clearly marked/highlighted. Customer will provide reference numbers for all manholes. CIT will use the cities reference numbers on the written and video reports.

SCHEDULING AND EXECUTION OF WORK: Customer will give CIT a notice to proceed after all contracts have been executed and all necessary forms or insurance certificates have been collected by either CIT or the customer. Customer and CIT will establish a schedule that identifies a project itinerary that is mutually beneficial to both parties within the performance period.

CIT will work in a continuous fashion once the project is started. Reasonable allowances, as mutually agreed upon by both the Customer and CIT for weather and other occurrences outside either party's control will be reason to deviate from schedule and/or extend the performance period.

WORK AND MATERIAL PROVIDED BY CUSTOMER:

Customer will provide the following at no cost to CIT:

- 1) Community awareness that sewer maintenance is scheduled with CIT
- 2) Legal and physical access to manholes on portion of sewer included in the project
- 3) Exposure of buried manholes and seized manhole lids loosened prior to CIT mobilization
(there will be a \$50 charge for each manhole that CIT has to expose or loosen)
- 4) Any excavation, opening, back filling and/or repair of sewers and/or streets required to remove CIT's equipment caught in the sewer pipe due to sewer defects
- 5) Water for cleaning sewer and access to nearest fire hydrants
- 6) A secure storage area to accommodate CIT equipment, vehicles and materials
- 7) A location near work site where debris removed from sewer cleaning can be deposited
- 8) Traffic control in addition to CIT's truck warning lights and traffic cones
(as needed or required)
- 9) Sewer flow by pass pumping should sewer flows not allow proper televising or cleaning

WORK AND MATERIALS PROVIDED BY CIT:

Sewer Cleaning:

- 1) Sewers will be cleaned by removing grit, loose solids and grease.
- 2) In the event sewer backups occur for residential, commercial, or industrial customers, CIT will provide professional cleaning service at no cost.
- 3) There will be no more than 5% of the pipe diameter of these types of debris left in the lines prior to televising. This does not include the removal of hard deposits.
- 4) The cleaning equipment will be truck mounted combination water jet/vacuum unit.
Prior to the sewer cleaning operation, Customer and CIT will agree upon a sewer cleaning sequence. In general, the sewer cleaning process will proceed from the upper ends of each sewer basin to the lower ends.

- 5) Typical cleaning with the water jet will be made to flush the debris to the manhole where the jet/vac unit is located
- 6) Debris will be removed by vacuum to prevent workers from entering manholes. CIT will collect and transport all debris removed during the sewer cleaning operation to the facility of Customer choice.

Sewer Inspection:

- 1) CIT will provide Pre and Post Video for CIPP repair work
- 2) Video inspections will be performed by a NASSCO certified PACP operator
- 3) CIT will perform closed circuit video inspections of the sewer using current state of the art technology and trained employees
- 4) CCTV camera will be high-resolution color with adjustable iris focus
- 5) CCTV camera will have pan and tilt capabilities that allow up close and right angled inspections of defects and other significant observations
- 6) Video camera will be equipped with 1,000' of video cable
- 7) Video camera, television monitor and other components of the video system will produce a high-quality video image
- 8) Footage distance measured by the video system will be accurate within 1% and will be used to determine footages for reporting and billing purposes. The center line between manholes will be the reference points used to determine footage measurements

Sewer inspection reporting:

- 1) Video inspection and reporting software will be NASSCO approved software
- 2) All observations will be chosen from a standard table of descriptions incorporated in the video reporting software
- 3) CIT will make a color recording on CD/DVD rom or portable hard drive of all sewers inspected and will provide a corresponding paper report generated by the video inspection software. The video recording will include on-screen observation identifications that label continues footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. Video inspections recorded on a flash drive allow indexing of video files for faster viewing by Customer.

INSURANCE:

CIT will maintain General Liability and Auto Liability Insurance throughout the duration of the contract with limits not less than \$1,000,000 General Liability, \$1,000,000 Auto and \$500,000 Workers Compensation Employers Liability. Proof of Insurance in the form of an insurance certificate will be issued to the Customer prior to the start of the project.

ADDITIONAL COMMENTS/RQUESTS/ADDENDUMS BETWEEN CUSTOMER AND CIT:

Customer Scheduling Coordinator

Phone Number

Name and address of the person reports should be sent to:

Name and address or email invoices should go to:

Preferred Invoice Method: Emailed Mailed

Agreement dated this the _____ day of _____, 20____

Customer Authorized Signature

Shane Jacobson
CIT Signature

Contract must be executed by the Customer prior to the start of any work. CIT will execute and return a copy of the complete contract immediately after it is received.

Executed contracts may be sent with the CIT Project Manager, emailed or mailed to:

office@citsewer.com

CIT Sewer Solutions

PO Box 203

McCallsburg, IA 50154



Proposal

To: Andy Willcuts
Veenstra & Kimm, Inc.
3000 Westown Parkway
West Des Moines, IA 50266-1320
(515) 225-8000

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 4/27/2020

Project: Vactor Sewer Cleaning & CCTV Inspection

Visu-Sewer is pleased to offer the following service:

Jet cleaning, vacuum extraction of debris, and CCTV inspection of approximately 30,692 linear feet of 8" to 36' sanitary sewer, in the City of Grinnell for Veenstra & Kimm. Project shall consist of high-pressure jetting up to three (3) passes of each pipe section, extracting captured debris using a high-volume vacuum system, DVD's, inspection reports with PACP codes, and defect still photos.

Price - \$1.92 per linear foot
(minimum of 30,692 linear feet)

Note: If needed, more than three (3) cleaning passes, removal of protruding taps, roots, reaming of deposits, easement lines will be quoted separate.

The City of Grinnell / Veenstra & Kimm, will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

www.visu-sewer.com

WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI



" We Protect the Environment "

515 5TH STREET ~ PO BOX 398
 HUDSON, IOWA 50643
 Phone: 319-988-4205
 Fax: 319-988-3506

Quotation

Quote Number:
4887

Quote Date:
Apr 27, 2020

Page:
1

Quoted to:

VEENSTRA & KIMM INC
 860 22ND AVE
 SUITE 4
 CORALVILLE, IA 52241-1565

Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
V&K	5/27/20	Net 15 Days	

Quantity	Description	Unit Price	Extension
1.00	Mobilization - Lump sum	2,750.00	2,750.00
23,890.00	Jet/Vaccum cleaning of 8"-15" sanitary sewers per linear foot - up to 3 passes	0.70	16,723.00
6,802.00	Jet/Vaccum cleaning of 18"-36" sanitary sewers per linear foot - up to 3 passes	0.80	5,441.60
30,692.00	Television inspection of sanitary sewers per linear foot	1.15	35,295.80
1.00	Rootsawing of sanitary sewers per foot (if req'd)	1.50	1.50
1.00	Heavy cleaning (more than 3 passes) - per hour	375.00	375.00
	Access, water, MH locating & exposing and debris location provided by city. If bond is needed add 2% to prices above.		
	MPT will provide traffic cones and road work ahead signs only.		
	MPT to dig up buried manholes is \$375/hr. TV Resets due to obstacles		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal Continues
Sales Tax Continues
Freight
Total Continues

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell _____



" We Protect the Environment "

515 5TH STREET ~ PO BOX 398
 HUDSON, IOWA 50643
 Phone: 319-988-4205
 Fax: 319-988-3506

Quotation

Quote Number:
4887

Quote Date:
Apr 27, 2020

Page:
2

Quoted to:

VEENSTRA & KIMM INC
 860 22ND AVE
 SUITE 4
 CORALVILLE, IA 52241-1565

Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
V&K	5/27/20	Net 15 Days	

Quantity	Description	Unit Price	Extension
	will be \$250/each.		

If our equipment become lodged during attempts to perform duties specified by customer, all costs for removal and replacement of equipment will be the customers.

Quantities shown are estimated and not guaranteed; they are solely for establishing the initial unit price for the services listed above. Final charges will be based on actual quantities.

Subtotal 60,586.90
 Sales Tax
 Freight
Total 60,586.90

ACCEPTED BY: Signature _____ Title _____ Date _____

Scheduling Contact Person: _____ Phone #: _____ Cell _____



Midwest Vac Professionals
 222 SE 12th Street
 Panora, Iowa 50216
 Office (641) 755 6987 Fax (641) 755 4361
 E-Mail: midwestvacpros@gmail.com

Quote

Company: Veenstra & Kimm, Inc **Email:** awillcuts@v-k.net
Attn: Andy Willcuts **Cell :**
Address: 3000 Westown Parkway **Office:** 515-225-8000
 West Des Moines, Iowa 50226-1320 **Fax:**

Date: April 27, 2020

Re: Cleaning and Televising Sanitary Sewer - City of Grinnell

Item	Description	Approx. Qty	Unit	Unit Price	Total
1	Cleaning and Televising-(8"- 12")	21,738.00	LF	\$1.85	\$40,215.30
2	Cleaning and Televising-(15"- 18")	3,404.00	LF	\$2.00	\$6,808.00
3	Cleaning and Televising-(24")	3,045.00	LF	\$2.05	\$6,242.25
4	Cleaning and Televising-(30")	892.00	LF	\$3.00	\$2,676.00
5	Cleaning and Televising-(36")	1,613.00	LF	\$3.50	\$5,645.50
6	Mobilization/ Travel Cost-(16 days)		LS	\$10,000.00	\$10,000.00
7	Heavy Cleaning Rate- (3 or more passes)		HR	\$330.00	
Bid Grand Total					\$71,587.05

Client Will Provide:

Access Within 5' of Structure / Any and All Traffic Control / Any and All Dewatering and By-Pass Pumping / Source of Water - Water Meter / Dump Site and Fees / Signed Quote and Attached Project Information Sheet

Scope:

- * CCTV inspection, cleaning, and / or testing will follow NASSCO and SUDAS guidelines and PACP coding.
- * Heavy Cleaning Hourly Rate will be charged if more then 3 passes are issued
- * Upon completion of all work we will furnish both the original & one copy of all videos and run sheets. Any additional copies of Run Sheets and Flash Drive will be \$50.00 each.

Terms:

- * Invoices will be billed on actual field measurements.
- * Payment will be made **Net 30** days from date of invoice.
- * This quote is good for 90 days from the above date.

* If this quote is acceptable please sign and date below, then return to Midwest Vac Professionals. 222 SE 12th Street. Panora, Iowa 50216 E-Mail: midwestvacpros@gmail.com, or Fax: (641) 755 4361

Signature : _____ Date: _____

Respectfully,
 Bud Durnan
 Cell: 515-729-6987
 Email: midwestvacpros@gmail.com

RESOLUTION NO. 2020-72

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 1 IN THE AMOUNT OF \$131,740.00 FOR AN INCREASE TO THE CONTRACT WITH PETERSON CONSTRUCTION INC, OF REINBECK, IOWA FOR THE 16TH AVENUE BOX CULVERT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with Peterson Contractors Inc. of Reinbeck, Iowa on April 6, 2020; and

WHEREAS, Peterson Contractors Inc. of Reinbeck, Iowa, has submitted Contract Change Order No. 1 for a net increase of \$131,740.00 and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 1; and

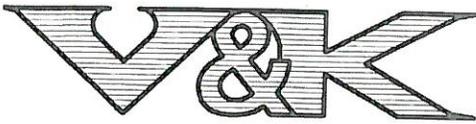
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 4th day of May 2020 that the contract amount has decreased by \$131,740.00 in accordance with Contract Change Order No. 1 is hereby approved as executed.

Passed and adopted this 4th day of May 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

Date APRIL 29,2020

CHANGE ORDER NO. 1

CITY OF GRINNELL, IOWA
16th AVENUE BOX CULVERT REPLACEMENT

Change Order No. 1 is associated with the additional paving of 16th Avenue west of the project to the existing PCC 31 foot back to back urban section street. This paving will be 8-inch PCC plain concrete with transfer baskets. This paving will be 24 feet wide with earth shoulders and expandable to the 31-foot section with the addition of 3.5 foot curb and gutter sections if added in the future. The attached shows the additional quantities and new unit cost for the non-reinforced paving section. A one week extension will be added to the contractual deadline.

Change Order No. 1 increases the contract by \$131,740.00

The new contract amount for the project is \$389,915.25

Peterson Contractors, Inc.

By Jordan Krull
Digitally signed by Jordan Krull
DN: C=US, E=jordan@pccius.com, O=Peterson
Contractors, Inc., CN=Jordan Krull
Date: 2020.04.28 16:16:42-0500'

Title Estimator/Project Manager

Date 4/28/2020

VEENSTRA & KIMM, INC.

By *Greg Roth*

Title *P.M.*

Date *4/29/2020*

CITY OF GRINNELL

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Greg Roth

From: Greg Roth
Sent: Monday, April 13, 2020 3:22 PM
To: Jordan Krull
Subject: RE: Grinnell

I will propose the pricing as shown below with one week added to the deadlines and see if the City has an issue. Will let you know.

From: Jordan Krull <jordank@pcius.com>
Sent: Monday, April 13, 2020 1:32 PM
To: Greg Roth <groth@v-k.net>
Subject: Re: Grinnell

If we could add one week it would be helpful, but if that is going to be a deal breaker, we can move in a little earlier and leave the completion date as is. Let me know.

Thanks,

Get [Outlook for iOS](#)

From: Greg Roth <groth@v-k.net>
Sent: Monday, April 13, 2020 1:29:31 PM
To: Jordan Krull <jordank@pcius.com>
Subject: RE: Grinnell

What of the timetable?

From: Jordan Krull <jordank@pcius.com>
Sent: Monday, April 13, 2020 1:19 PM
To: Greg Roth <groth@v-k.net>
Subject: Re: Grinnell

Yes, we would be fine with any unit prices that are already in the contract.

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From: Greg Roth <groth@v-k.net>
Sent: Monday, April 13, 2020 1:16:48 PM
To: Jordan Krull <jordank@pcius.com>
Subject: RE: Grinnell

Jordan

How much time would be expected for an extension? Is it possible to have PCI move earlier? We really don't want to get much past Labor Day if possible.

On a related note, I started looking at costs and what would better serve the City.

If we change the added paving to be extended from the existing PCC to the west to the west end of our pavement in the contract, I come up with:

- 1110 sy of removal at 15.50/sy
- Grading 775 cy added at 11/sy
- M&D 370 cy at 23.50/cy
- Spec backfill 370 cy at 53/cy
- Added paving 1110 sy at 70/sy

This totals to \$131,740.

Would you and your sub be willing to provide this extra work at these prices, most of which are bid unit prices.
Thanks

Greg

Greg Roth
VEENSTRA & KIMM, INC
3000 Westown Pkwy
West Des Moines Iowa 50266
office 515 225 8000
cell 515 669 0720

From: Jordan Krull <jordank@pcius.com>
Sent: Friday, April 10, 2020 10:50 AM
To: Greg Roth <groth@v-k.net>
Subject: Grinnell

Will the completion date be extended if the additional paving is added to the project?

RESOLUTION NO. 2020-73

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE FAA AND THE CITY OF GRINNELL.

WHEREAS, the FAA and the city of Grinnell wish to enter into this agreement for the purpose of provide a commissioning flight inspection of the PAPIs/REILs/MIRLs on Rwy 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA; and

WHEREAS, this agreement is designed to authorize the FAA to provide a commissioning flight inspection of the PAPIs/REILs/MIRLs on Rwy 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA; and

WHEREAS, the FAA and the city of Grinnell agree to said 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 agreement with the FAA.

PASSED AND APPROVED THIS 4th day of May 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

From: [Russ Behrens](#)
To: [Ann Wingerter](#)
Subject: FW: REVISED ESTIMATE: Grinnell, IA (KGGI) - PAPIs Rwy 13/31 flight check (PN 4448)
Date: Friday, April 24, 2020 12:02:00 PM
Attachments: [image002.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

From: Joe Roenfeldt <jroenfeldt@cgaconsultants.com>
Sent: Friday, April 24, 2020 11:56 AM
To: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>
Cc: Langley, Joseph (FAA) <joseph.langley@faa.gov>; Sinning, David A (FAA) <david.a.sinning@faa.gov>; Justin Strom <jstrom@cgaconsultants.com>; Russ Behrens <RBehrens@grinnelliowa.gov>
Subject: RE: REVISED ESTIMATE: Grinnell, IA (KGGI) - PAPIs Rwy 13/31 flight check (PN 4448)

Shelley,

The City of Grinnell has a council meeting May 4, 2020. Would it be possible to get this agreement by the middle of next week, by April 29, so that this reimbursable agreement can get put on the council meeting agenda for approval?

Joseph P. Roenfeldt, P.E.
Project Manager

-
Clapsaddle-Garber Associates, Inc. (CGA)

Office: 641-752-6701, ext 44

Fax: 641-752-2849

Mobile: 641-750-4256

jroenfeldt@cgaconsultants.com

www.cgaconsultants.com

Ackley | Ames | Cedar Falls | Marshalltown | Webster City

[CLICK HERE to sign up for CGA news and updates!](#)



From: Ochs, Shelley D (FAA) [<mailto:Shelley.D.Ochs@faa.gov>]
Sent: Thursday, April 23, 2020 10:35 AM
To: Justin Strom <jstrom@cgaconsultants.com>
Cc: Joe Roenfeldt <jroenfeldt@cgaconsultants.com>; Langley, Joseph (FAA) <joseph.langley@faa.gov>; Sinning, David A (FAA) <david.a.sinning@faa.gov>
Subject: REVISED ESTIMATE: Grinnell, IA (KGGI) - PAPIs Rwy 13/31 flight check (PN 4448)

Justin,

Thank you for clarification; below is the revised estimate for equipment requiring inspection by Flight Program Operations.

We estimate 5 hrs in a Beech for a total estimate of \$12,997.80 to provide a commissioning flight inspection of the PAPIs/REILs/MIRLs on Rwy 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA.

Once I know the revised estimate is acceptable, I will prepare the draft for review, thank you.

Shelley Ochs
Program Support Group, AJF-4100
Flight Program Operations
(405) 954-5757

From: Justin Strom <jstrom@cgaconsultants.com>
Sent: Thursday, April 23, 2020 9:36 AM
To: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>
Cc: Joe Roenfeldt <jroenfeldt@cgaconsultants.com>
Subject: RE: Addl Equip: Grinnell, IA (KGGI) - PAPIs Rwy 13/31 flight check (PN 4448)

Shelley,

I sincerely apologize for the confusion. I meant to type REILs. There are no VASIs at the airport. Project improvements include

- PAPIs
- REILs
- Runway Edge Lighting (MIRLs)
- Rotating Beacon
- Primary and Supplemental Windcones
- L-858R Guidance Signs?

Of the items listed, we would like all items that require commissioning to be added to the agreement.

Justin F. Strom, P.E.
Project Engineer

Clapsaddle-Garber Associates, Inc.

Marshalltown, Iowa
Office: 641-752-6701, ext 50
Mobile: 319-330-0303
jstrom@cgaconsultants.com

From: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Sent: Thursday, April 23, 2020 9:19 AM

To: Justin Strom <jstrom@cgaconsultants.com>

Cc: Joe Roenfeldt <jroenfeldt@cgaconsultants.com>

Subject: Addl Equip: Grinnell, IA (KGGI) - PAPIs Rwys 13/31 flight check (PN 4448)

Justin,

Originally, you requested inspection of the new PAPIs on Rwys 13/31 at KGGI, so where are the "VASIs" located? Our records reflect PAPIs (PAPI-2L) on Rwys 13/31 - Are PAPIs located on one Rwy end and VASIs on the other?

I will be happy to update the estimate to include MIRLs on 13/31 and any other equipment involved, just let me know, thank you.

Shelley Ochs
Program Support Group, AJF-4100
Flight Program Operations
(405) 954-5757

From: Justin Strom <jstrom@cgaconsultants.com>

Sent: Tuesday, April 21, 2020 4:42 PM

To: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Cc: Joe Roenfeldt <jroenfeldt@cgaconsultants.com>

Subject: RE: ESTIMATE: Grinnell, IA (KGGI) - PAPIs Rwys 13/31 flight check (PN 4448)

Shelley,

I have provided the information you requested in red. Please see potential additional commissioning items highlighted as well. Construction of the project will be completed in about 2 months and we would like to perform the flight check as soon after construction is completed as possible. I realize this time frame is quicker than the recommended 3-4 months mentioned. Please do whatever you are able to move the process along and we will continue to do our best to get you responses or information that you need in a timely manner. Please let me know if you have any questions.

- **Sponsor (who's paying):** **City of Grinnell, Iowa**
- **Requirement:** provide a commissioning flight inspection of the PAPIs on Rwys 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA. (or correct me)
Navigation Aid improvements of this project involves new PAPIs, new VASIs, new Runway Edge Lighting, new Rotating Beacon, new Primary and Supplemental Windcones, and three new L-858R Guidance Signs? Of the items listed, we would like all items that require commissioning to be added to the agreement.
- **Sponsor/Agreement POC** name, full mailing address, phone & e-mail. This is the person most knowledgeable about the requirement:
Russell Behrens, City Manager
520 4th Avenue, Grinnell, Iowa, 50112-1947
641-236-2600
rbehrens@grinnelliowa.gov
- **Invoice POC** name, full mailing address, phone & e-mail (if different). This is the person(s) we

will send the Explanation of Charges (EOC) after the work is complete. I will also work with them on the payment and any refund due:

Russell Behrens, City Manager

520 4th Avenue, Grinnell, Iowa, 50112-1947

641-236-2600

rbehrens@grinnelliowa.gov

- **Agreement signature authority** name & title: Dan Agnew, Mayor
- **Sponsor Tax ID Number** (please ensure this number is accurate. If not, any refund due may be delayed): 42-6004734
- **Sponsor DUNS Number** (if available): 0565336980000
- **Date mo/yr inspection anticipated:** June, 2020
- **AIP GRANT:** Is this agreement in whole or in part funded with funding from an FAA Airport Improvement Project (AIP) grant? If so, the **FAA AIP grant date** is August 14, 2018 and the **grant number** is 3-19-0039-015-2018 (No need to report if state or other local grant was received.)

Note: POC for the actual inspection can be provided to our scheduler after the agreement and funding is complete when you/they place a call to request the inspection.

- **We also require an e-mail from the airport manager authorizing us to work with you to provide the inspection at their facility before we actually sign the agreement. We'll work on helping meet this requirement as soon as possible.**

Justin F. Strom, P.E.

Project Engineer

Clapsaddle-Garber Associates, Inc.

Marshalltown, Iowa

Office: 641-752-6701, ext 50

Mobile: 319-330-0303

jstrom@cgaconsultants.com

From: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Sent: Tuesday, April 21, 2020 11:14 AM

To: Justin Strom <jstrom@cgaconsultants.com>

Subject: ESTIMATE: Grinnell, IA (KGGI) - PAPIs Rwys 13/31 flight check (PN 4448)

Good morning,

We estimate 3.5 hrs in a Beech for a total estimate of \$9,098.46 to provide a commissioning flight inspection of the PAPIs on Rwys 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA. *(If you have items like runway lights that need to be commissioned or checked, now is a good time to add them to the agreement).*

If the airport would like to proceed with the inspection, we request the following information in order to draft an agreement for review:

- **Sponsor (who's paying):**
- **Requirement:** provide a commissioning flight inspection of the PAPIs on Rwy 13/31 at Grinnell Regional Airport (KGGI) Grinnell, IA. (or correct me)
- **Sponsor/Agreement POC** name, full mailing address, phone & e-mail. This is the person most knowledgeable about the requirement:
- **Invoice POC** name, full mailing address, phone & e-mail (if different). This is the person(s) we will send the Explanation of Charges (EOC) after the work is complete. I will also work with them on the payment and any refund due:
- **Agreement signature authority** name & title:
- **Sponsor Tax ID Number** (please ensure this number is accurate. If not, any refund due may be delayed):
- **Sponsor DUNS Number** (if available):
- **Date mo/yr inspection anticipated:**
- **AIP GRANT:** Is this agreement in whole or in part funded with funding from an FAA Airport Improvement Project (AIP) grant? If so, the **FAA AIP grant date** is _____ and the **grant number** is _____ (No need to report if state or other local grant was received.)
 Note: POC for the actual inspection can be provided to our scheduler after the agreement and funding is complete when you/they place a call to request the inspection.
- **We also require an e-mail from the airport manager authorizing us to work with you to provide the inspection at their facility before we actually sign the agreement.**

Once the draft is reviewed and agreeable by the sponsor, let us know, we will formally coordinate within the FAA for approval THEN return a black and white version for the sponsor's signature and request repayment at that time. Once the agreement is fully executed/funded, additional information will be provided for the sponsor to call the scheduler and request the inspection when ready. After we fly, we will review actual time used, provide an Explanation of Charges (EOC) for money spent, and initiate refund of any unused balance.

It is best to start the agreement process 3-4 months prior to when the sponsor anticipates requiring the inspection to ensure the agreement and payment are in place by the time the inspection is requested. If we are already within that window, I will do my best to move it along in the process, however, please realize the agreement must be fully approved, signed, and prepayment received by the FAA prior to scheduling the inspection.

One last thing - we recommend a technician be onsite during the inspection to make any adjustments necessary to help ensure a successful inspection. You will be contacted for scheduling the inspection so you can make any necessary arrangements. Be advised that if the inspection is not successful due to unresolvable problems with the equipment or at the site, we will review the time/funds spent to determine if additional funds are necessary before making a return trip. If additional funds are necessary, we will amend the agreement to add time/funds before you can request a return trip - which is an extra delay and expense we would all like to avoid.

IN ADDITION -- Non-Fed RA Process:

1. Customer requests a quote for FI.

2. Quote with required RA draft information sent to Customer.
3. Customer provides information for draft RA.
4. Draft RA is created and sent back to Customer.
5. Customer requests update or approves coordination to proceed.
6. Internal FAA coordination is worked through the RA Tool (approx. 3 weeks)
7. Black & White version of Agreement is sent to Customer for signature along with the prepayment letter.
8. Customer provides signature (usually electronic).
9. Signed Agreement is sent to CO for signature (approx. 1 week)
10. Signed RA is sent back to customer.
11. Once funds are received, Customer is notified that the FI can be scheduled. (Funding takes approx. 2 weeks to log into the system & show available once received here at MMAC.)
12. Customer calls the scheduler and sets up the FI. (Usually a minimum of 2 weeks out)
13. FI is conducted.
14. Explanation of Charges (EOC) is created (usually within a month of FI)
15. EOC is sent to the customer either as a final or as a status showing how much remains for a refund or how much may be owed to complete inspection or to amend the agreement.
16. ACH form is requested if a refund is due.
17. Overrun payment is requested if FI took longer than estimated.
18. RA is closed once funds have been zeroed out.

Let me know of any questions, thank you!

Shelley Ochs
Program Support Group, AJF-4100
Flight Program Operations
(405) 954-5757

From: Justin Strom <jstrom@cgaconsultants.com>
Sent: Friday, April 17, 2020 8:30 AM
To: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>
Subject: RE: Grinnell, IA (KGGI) - PAPI flight check (PN 4448)

Shelley,

As part of the project, the existing PAPI equipment was removed and disposed of. Brand new PAPIs are being installed. The new PAPIs vary in location from the previous PAPIs by 90' at Runway end 13 and 150' at Runway end 31.

So there is definitely a change to equipment and location. The new locations were calculated to provide the standard 3 degree angle to produce a threshold crossing height of 40'.

I have attached completed VGSI forms for the PAPI information for your reference. These forms were emailed to 9-AMC-AVN-AVN210-DATA@FAA.GOV yesterday.

Justin F. Strom, P.E.

Project Engineer

Clapsaddle-Garber Associates, Inc.

Marshalltown, Iowa

Office: 641-752-6701, ext 50

Mobile: 319-330-0303

jstrom@cgaconsultants.com

From: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Sent: Friday, April 17, 2020 7:28 AM

To: Justin Strom <jstrom@cgaconsultants.com>

Subject: RE: Grinnell, IA (KGGI) - PAPI flight check (PN 4448)

Justin,

Instructions will be included with the estimate and yes, we require an executed agreement and prepayment prior to scheduling.

On the PAPIs, will there be any change in equipment, location, angle, etc?

Shelley Ochs
Program Support Group, AJF-4100
Flight Program Operations
(405) 954-5757

From: Justin Strom <jstrom@cgaconsultants.com>

Sent: Thursday, April 16, 2020 11:52 AM

To: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Subject: RE: Grinnell, IA (KGGI) - PAPI flight check (PN 4448)

Shelley,

Once you have completed your estimate, what additional information do you need from us in order to draft an agreement for flight services to be executed by the City of Grinnell? Similar to past projects, do we need to wait until there is a signed agreement and payment received prior to coordinating with a flight services scheduler?

Justin F. Strom, P.E.

Project Engineer

Clapsaddle-Garber Associates, Inc.

Marshalltown, Iowa

Office: 641-752-6701, ext 50

Mobile: 319-330-0303

jstrom@cgaconsultants.com

From: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>

Sent: Thursday, April 16, 2020 11:07 AM
To: Justin Strom <jstrom@cgaconsultants.com>
Cc: Tompkins, Brian M (FAA) <Brian.M.Tompkins@faa.gov>; Barrett, Kadi D (FAA) <kadi.d.barrett@faa.gov>
Subject: RA: Grinnell, IA (KGGI) - PAPI flight check (PN 4448)

Justin,

I am your POC and will provide an estimate in the next day or so.

Shelley Ochs
Program Support Group, AJF-4100
Flight Program Operations
(405) 954-5757

From: Barrett, Kadi D (FAA) <kadi.d.barrett@faa.gov>
Sent: Thursday, April 16, 2020 10:01 AM
To: Justin Strom <jstrom@cgaconsultants.com>
Cc: Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>; Tompkins, Brian M (FAA) <Brian.M.Tompkins@faa.gov>
Subject: RE: GGI - PAPI flight check (PN 4448)

Justin,

There is a typo in the phone # below for me, but since this appears to be a one-time FI, please contact Shelley Ochs at 405-954-5757. Shelley works the one time FI RAs & I work the private RAs & F&E PR funded RAs.

Thanks,
Kadi

Kadi Barrett
Program Support Group AJF-4100
FAA, Flight Program Operations, ARB, Rm 201
(405) 954-7568

From: Tompkins, Brian M (FAA) <Brian.M.Tompkins@faa.gov>
Sent: Thursday, April 16, 2020 9:55 AM
To: Justin Strom <jstrom@cgaconsultants.com>
Cc: Barrett, Kadi D (FAA) <kadi.d.barrett@faa.gov>; Ochs, Shelley D (FAA) <Shelley.D.Ochs@faa.gov>
Subject: RE: GGI - PAPI flight check (PN 4448)

Justin,

Please reach out to Kadi Barrett to set up a reimbursable agreement for the PAPI flight check. I have copied her and Shelley Ochs on this email. You can also contact Kadi at 405-950-7568.

Brian

Brian M. Tompkins, P.E., C.M.
State Airport Engineer – Iowa

FAA Central Region Airports Division
901 Locust St., Room 364
Kansas City, MO 64106-2325
(816) 329-2647 Desk
(816) 329-2610 Fax
www.faa.gov/airports/central

From: Justin Strom <jstrom@cgaconsultants.com>
Sent: Thursday, April 16, 2020 9:23 AM
To: Tompkins, Brian M (FAA) <Brian.M.Tompkins@faa.gov>
Subject: GGI - PAPI flight check (PN 4448)

Brian,

We are working on scheduling a flight check for the PAPIs as part of finishing the Runway 13-31 Rehabilitation Improvements project at the Grinnell Regional Airport (AIP 3-19-0039-015-2018). Can you help us identify who our point of contact should be to get the flight check scheduled.

Justin F. Strom, P.E.
Project Engineer



-
Clapsaddle-Garber Associates, Inc.

PO Box 754
16 East Main Street
Marshalltown, Iowa 50158

Office: 641-752-6701, ext 50
Toll Free: 800-542-7981
Fax: 641-752-2849
Mobile: 319-330-0303
jstrom@cgaconsultants.com
www.cgaconsultants.com

Ackley | Ames | Cedar Falls | Marshalltown | Webster City

[CLICK HERE to sign up for CGA news and updates!](#)



From: [Russ Behrens](#)
To: [Ann Wingerter](#)
Subject: FW: Highway 146 North of Grinnell
Date: Wednesday, April 29, 2020 6:27:44 PM

Under PW & G also add: Discuss Iowa Highway 146 Resurfacing Project.

From: Jan Anderson <JAnderson@grinnelliowa.gov>
Sent: Wednesday, April 29, 2020 11:36 AM
To: Russ Behrens <RBehrens@grinnelliowa.gov>
Cc: Dan Agnew <citycouncil75@gmail.com>
Subject: Fwd: Highway 146 North of Grinnell

Russ:

This is the information on Highway 146 north of 11th Avenue that I received from the IDOT.
Jan

Sent from my iPad

Begin forwarded message:

From: "Skogerboe, Dustin" <Dustin.Skogerboe@iowadot.us>
Date: April 24, 2020 at 11:09:42 AM CDT
To: Jan Anderson <JAnderson@grinnelliowa.gov>
Cc: "Lavine, Jerry" <Jerry.Lavine@iowadot.us>, "Gustafson, Tony" <Tony.Gustafson@iowadot.us>, "Wells, David" <David.Wells@iowadot.us>
Subject: RE: Highway 146 North of Grinnell

Jan,

Here's is some information about the IA 146 DOT project.

Construction will start just north of the intersection at IA 146/11th Ave and end at the Tama County line. We will be milling the existing roadway, placing a layer of cold-in-place recycling and then resurfacing the roadway with HMA. There will be drainage improvements by updating shoulder subdrains and roadway pipes. There will also be guardrail replacements at a couple locations. The contractor plans to begin milling IA 146 in mid-May and then start cold-in-place recycling once finished (planning on late May). Once the cold-in-place is completed, the contractor will begin paving intermediate and surface HMA lifts. There are 90 working days allowed with this contract. There are also HMA spot overlays on US 63 in Poweshiek included with this contract. Milling, CIPR and HMA resurfacing on IA 146 will utilize lane closures with pilot cars and flaggers. I anticipate this will last a majority of the summer.

Let me know if you need any additional details.

Thanks,

DUSTIN SKOGERBOE, P.E.
RESIDENT CONSTRUCTION ENGINEER
MARSHALLTOWN OFFICE – DISTRICT 1
iowadot.us Iowa Department of Transportation
Office: 641-752-4657 @iowadot @iowadot

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

From: Jan Anderson <JAnderson@grinnelliowa.gov>
Sent: Friday, April 24, 2020 9:57 AM
To: Skogerboe, Dustin <Dustin.Skogerboe@iowadot.us>
Cc: Lavine, Jerry <Jerry.Lavine@iowadot.us>; Gustafson, Tony
<Tony.Gustafson@iowadot.us>; Wells, David <David.Wells@iowadot.us>
Subject: Re: Highway 146 North of Grinnell

Dustin:

The first project is to begin mid May, a street reconstruction project on 11th Avenue west of Hwy 146 and the second project is a box culvert replacement and a short section of street replacement on 16th Avenue east of the highway. The second project is slated to begin mid July.

If you could please send me some specific information on the project I can get it in the local media as well as on the city web site.

Thanks for help.

Jan

Sent from my iPad

On Apr 24, 2020, at 9:49 AM, Skogerboe, Dustin
<Dustin.Skogerboe@iowadot.us> wrote:

Jan,

The contractor is planning to begin installing subdrain and milling IA 146 in early- to mid-May. They are scheduled to begin cold-in-place work at the end of May (once milling is complete). Our project starts at the 11th Ave intersection.

What type of projects do you have going on and when will they be working?

Thanks,

DUSTIN SKOGERBOE, P.E.

RESIDENT CONSTRUCTION ENGINEER

MARSHALLTOWN OFFICE - DISTRICT 1

iowadot.us

Iowa Department of Transportation

Office: 641-752-4657

@iowadot

@iowadot

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

From: Lavine, Jerry <Jerry.Lavine@iowadot.us>

Sent: Friday, April 24, 2020 9:40 AM

To: Gustafson, Tony <Tony.Gustafson@iowadot.us>; Skogerboe, Dustin <Dustin.Skoegerboe@iowadot.us>

Cc: Jan Anderson <JAnderson@grinnelliowa.gov>

Subject: FW: Highway 146 North of Grinnell

Tony/Dustin

See Jan's note below.

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

From: Jan Anderson <JAnderson@grinnelliowa.gov>

Sent: Friday, April 24, 2020 9:26 AM

To: Lavine, Jerry <Jerry.Lavine@iowadot.us>

Cc: GREG ROTH <GROTH@V-K.NET>

Subject: Highway 146 North of Grinnell

Jerry

I have a quick question. When is the IDOT work (overlay) on Highway 146 north out of Grinnell to begin? I had in my notes that it was a 2020 project.

The City has two project that will begin this summer in the north end of town and the Highway 146 project could impact them. If you could let me know I would appreciate it.

Thanks and have a great weekend.

Jan

Sent from my iPad

IMPROVE THE QUALITY AND AVAILABILITY OF SIDEWALKS ADJACENT TO BOTH PUBLIC AND PRIVATE PROPERTIES

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 6TH highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Byron Hueftle-Worley and Mayor Dan Agnew

Staff Coordinator(s): Tyler Avis, Building and Planning Director and Duane Neff, Public Service Director. Others assisting upon request City Engineer Greg Roth and City Manager Russ Behrens (trails)

Activity	Completion Date
Conduct a sidewalk inventory and set priority improvements. Develop a reasonable and attainable set of goals for the first year. Amend ordinance to require minimum 5' width for all new sidewalks. Partner with Imagine Grinnell or other appropriate groups. Periodic progress reports to the City Council starting June 2020 and quarterly thereafter.	May 15, 2020
Develop a detailed budget for the expenditure of the sidewalk funds included and remaining in the FY 19-20 and FY 20-21 budgets with map of proposed improvements. Present this to the City Council at the first regular City Council meeting in June.	June 1, 2020
Investigate options to improve existing sidewalks and expand sidewalks into all areas of Grinnell. Focus first on city properties, school properties, and other public and quasi-public properties – these should be addressed in the 2020 construction season. Expand recreational trail in city limits – Industrial Avenue to GMRC.	July 1, 2020
Present a plan to the City Council regarding repair of private sidewalks.	September 1, 2020
Present a plan to the City Council regarding installation of sidewalks where none exist today. Plan should include funding strategy and incentives to encourage voluntary compliance and sequencing. Consult the City Attorney about legal remedies such as assessments.	December 1, 2020

Ann Wingerter

From: Russ Behrens
Sent: Friday, April 24, 2020 11:30 AM
To: Dennis Reilly; Dan Agnew; Marilyn Kennett; Jordan Allsup; Jan Anderson; Duane Neff; Daniel Ramos; Ann Wingerter
Subject: 7-19 Priorities Strategic Plan

7. Work with Chamber to develop multimedia promotional items. 5 votes
Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy
8. Study solid waste/recycling solutions, etc. 5 votes.
PW & G Committee, Duane Neff and Barb Flander
9. Appoint a communications director/social media coordinator. 5 votes.
Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter
10. Support community mental health solutions. 5 votes.
Public Safety Committee, Dennis Reilly, and Mayor Agnew.
11. Update Land Use Plan and Zoning Ordinances. 4 votes.
Planning Committee, Russ Behrens, and Tyler Avis.
12. Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes.
Finance Committee, Russ Behrens, and Sharon Mealy.
13. Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes.
PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
14. Develop another deep drinking well. 2 votes.
PW & G Committee, Jan Anderson, and Jim Brown.
15. Financial software that allows real time access to budget information and payroll data entry. 2 votes.
Finance Committee, Ann Wingerter, and Kim Kolars
16. Review community daycare needs. 1 vote.
Planning Committee, Jordan Allsup, and Marilyn Kennett.
17. Develop pilot program to disconnect footing drains. 0 votes.
PW & G Committee, Jan Anderson, and Daniel Ramos
18. Consider fire service fees for certain commercial and industrial properties. 0 votes.
Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew
19. Host open houses at city facilities. 0 votes.
Planning Committee and Sharon Mealy.

Russell L. Behrens
520 4th Avenue
Grinnell, Iowa 50112
rbehrens@grinnelliowa.gov
Office: 641-236-2600
Cell: 641-990-6372
www.grinnelliowa.gov



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, MAY 4, 2020 AT 5:30 P.M.
VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/93190040226?pwd=c3pJRkgwTUNuYjIqY0dq3NlVlcyQT09>

Meeting ID: 931 9004 0226

Password: 001134

One tap mobile

+13017158592,,93190040226#,1#,001134# US (Germantown)

+13126266799,,93190040226#,1#,001134# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 931 9004 0226

Password: 001134

Find your local number: <https://zoom.us/u/awoVRIBtE>

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Receive information from Andrew Stith regarding radon testing for rental properties.
2. Consider request from Grinnell College to remove or replace municipal pole light at 8th Ave and Park Street.
3. Discuss guidelines for the safe and responsible reopening of City Hall and other city facilities.
4. Consider resolution approving amended agreement with Midwest Ambulance. (See Resolution No. 2020-74).
5. Discuss Strategic Plan Initiative #4 and Action Plan: Consider hiring a third-party consultant to analyze current EMS Operations and create a long-term strategic plan.
6. Discuss Strategic Plan Initiative #5 and Action Plan: County-wide 700-800 MHz digital radio system. County wide and interoperable communications in equal partnership with EMS agencies, fire departments, other cities, and the County. Development and implementation of new public safety communication system.
7. Discuss Strategic Plan Initiative #10: Support community mental health solutions. 5 votes. Public Safety Committee, Dennis Reilly, and Mayor Agnew.
8. Consider agreement with CentralSquare Technologies, LLC for an evaluation period of online citizens reporting software (See Resolution No. 2020-75).

INQUIRIES:

ADJOURNMENT

February 19, 2020

Dan Agnew
Mayor
City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Dear Mayor Agnew,

I, Andrew Stith, a resident of Grinnell would like express my interest in the improvement of radon awareness on our rental properties in the community.

My wife and I have been renting a home for three years and have recently become aware of the harm that elevated levels of radon can have on a person. Because of this, we decided to test our property for radon this winter. After completing two tests, on the home's first floor, we found there to be elevated levels of radon in which the Environmental Protection Agency recommends action be taken. Upon informing our landlord, no steps have been taken to remedy the situation.

Through research I found that Iowa City recently adopted an ordinance requiring all single family detached structures and duplex rentals to be tested prior to rental permit issuance. If radon exceeds certain levels, a radon mitigation system will be required. I would like to ask City Council to consider implementing radon testing for rental properties and taking action when radon levels exceed Environmental Protection Agency recommendations.

I brought my concerns to Russ Behrens, in which we discussed other potential ways the City might be able to help raise awareness while also potentially providing some assistance. An option we discussed might be a grant program to provide awareness and assistance for landlords helping them fund radon mitigation systems in their properties. Radon mitigation systems costs typically vary from \$800 to \$1500 with an average of \$1200. With a grant from the City, landlords may be incentivized to install these systems, furthering the safety for tenants.

Without responsibilities for landlords to even disclose tests for heightened radon levels, I find it difficult to ensure citizens have a safe place to live in Grinnell. Given that renters account for more than 30% of the Grinnell community, I consider this a public health issue for many residents.

I would be happy to speak with you more about this issue and look forward to hearing your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Stith". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andrew Stith

RADON 101

Iowa AIR Coalition



Mission Statement

The Iowa AIR Coalition educates and empowers all citizens in their desire to have a healthy and safe indoor environment by consistently providing prevention, promotion, and protection activities across Iowa.



What is radon?

- Radon is a radioactive gas that is colorless, odorless, and tasteless.

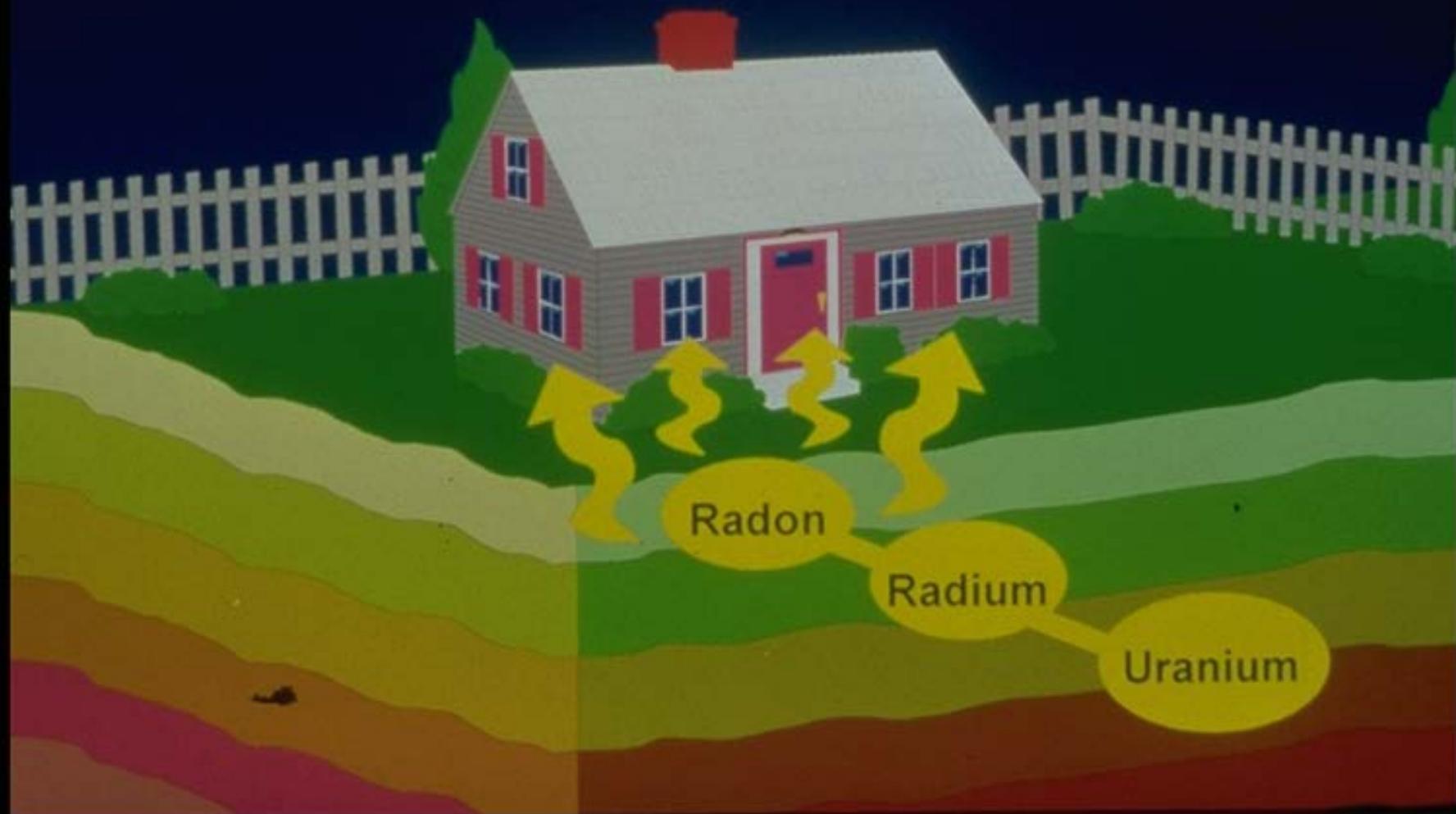


What is radon?

- Uranium, a radioactive metal, is naturally found in Iowa soils.
- When uranium decays, it turns into radium, a radioactive metal.
- When radium decays, it turns into radon, a radioactive gas.



Uranium Decay Chart



Why is radon important?

- Radon is the leading cause of lung cancer in non-smokers.
- Radon is responsible for ~21,000 deaths each year in the United States and ~400 deaths annually in Iowa.



Why is radon important?

- Iowa has the highest percentage of homes above EPA action level of 4 picocuries per liter (pCi/l).
- As many as 5 in 7 homes in Iowa have radon levels above EPA action level.



Why is radon important?

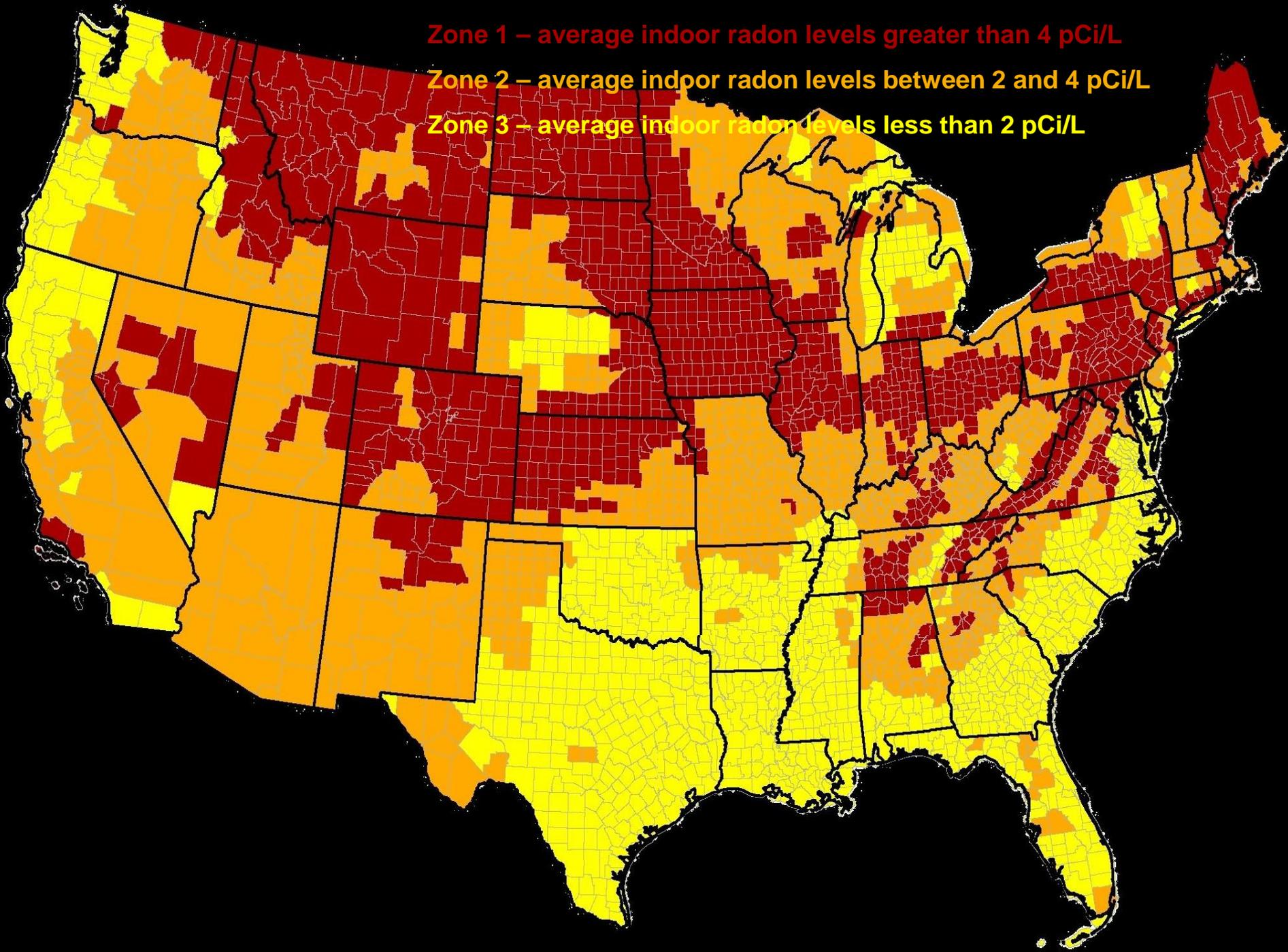
- Iowa's indoor radon average is 8 pCi/l according to the Iowa Department of Public Health.



Zone 1 – average indoor radon levels greater than 4 pCi/L

Zone 2 – average indoor radon levels between 2 and 4 pCi/L

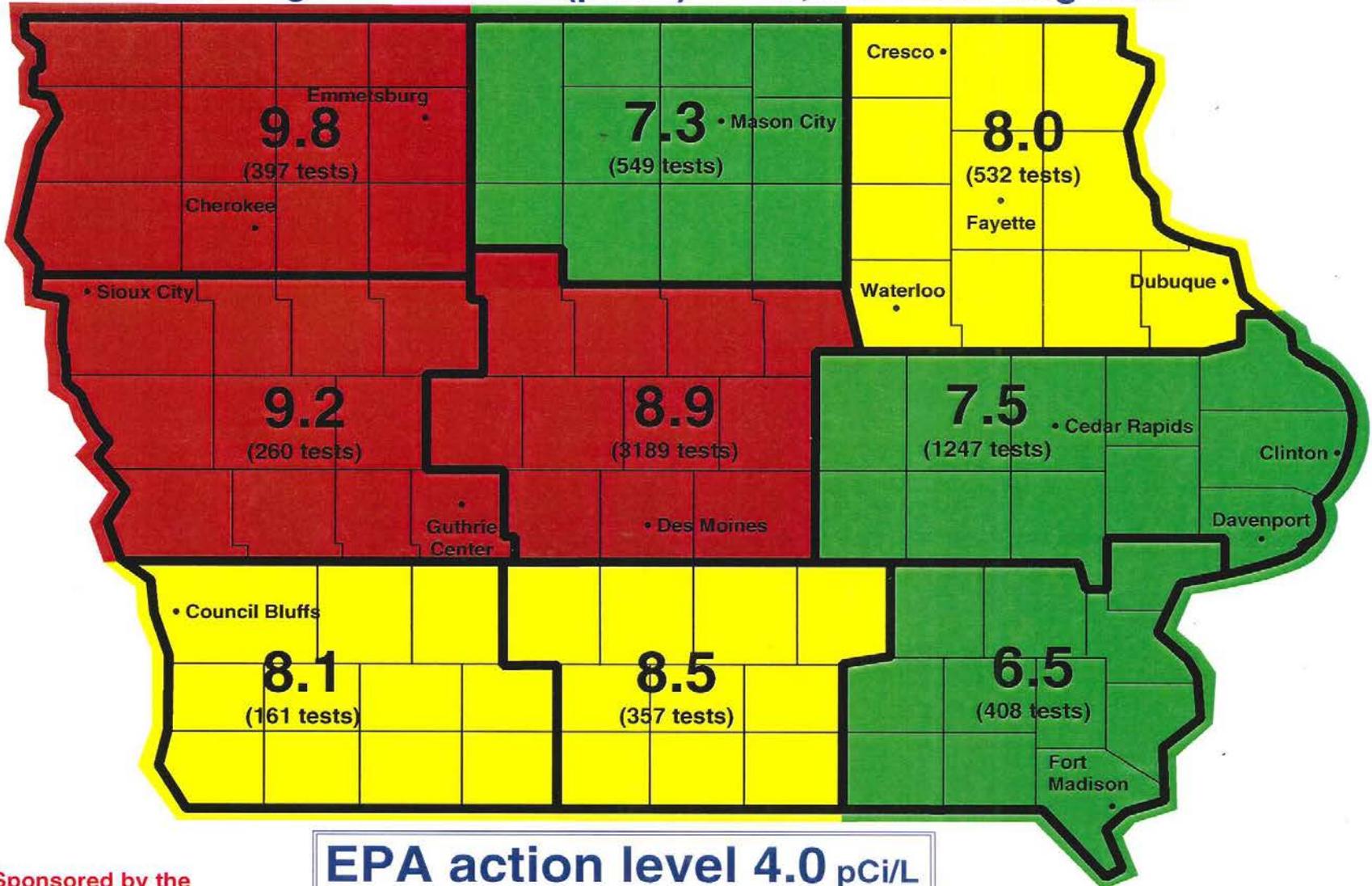
Zone 3 – average indoor radon levels less than 2 pCi/L



RADON IN IOWA

Average radon level (pCi/L)

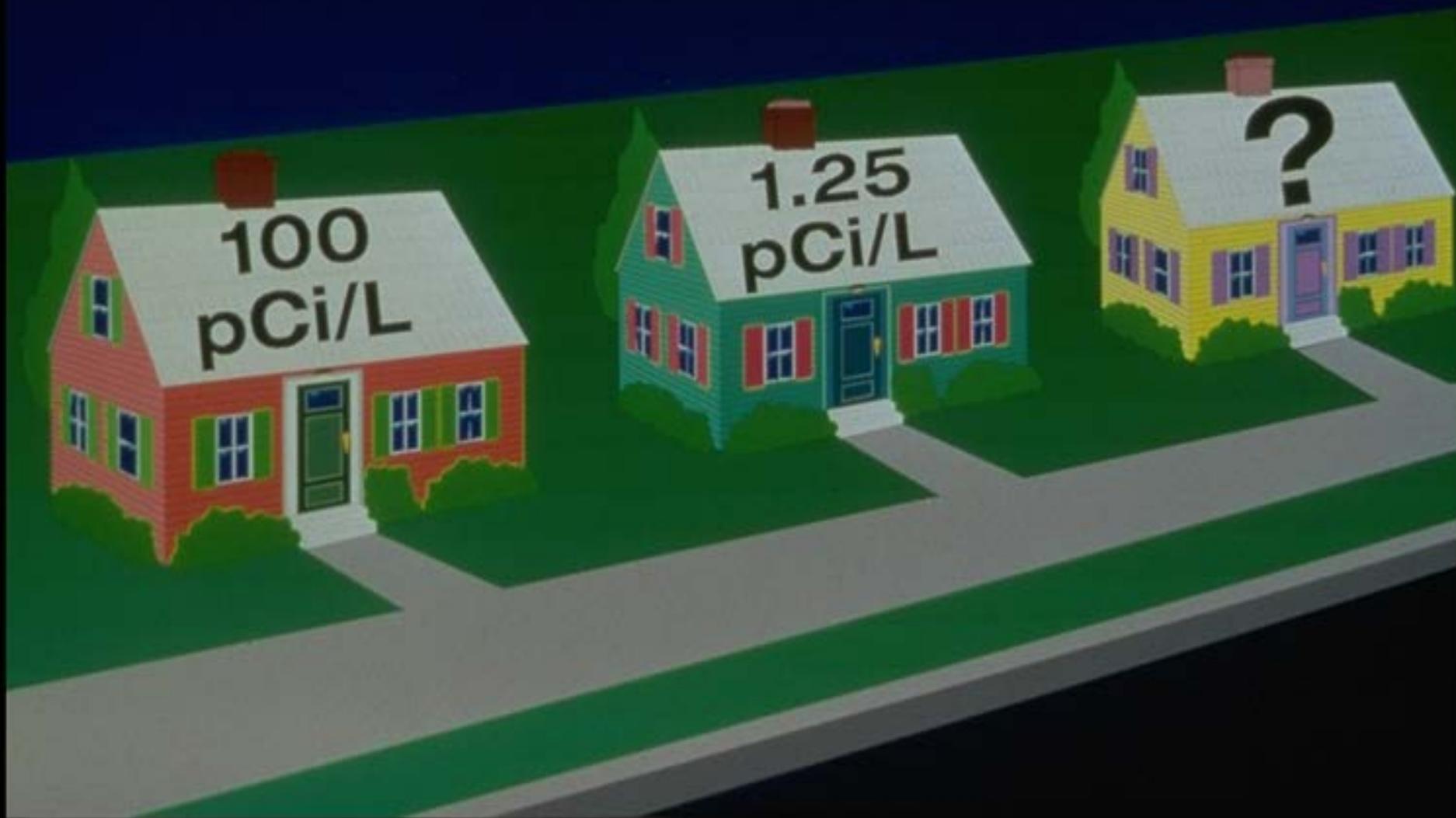
7,100 screening tests



EPA action level 4.0 pCi/L

Sponsored by the Iowa Radon Coalition

Testing is the only way to know if you
and your family are at risk

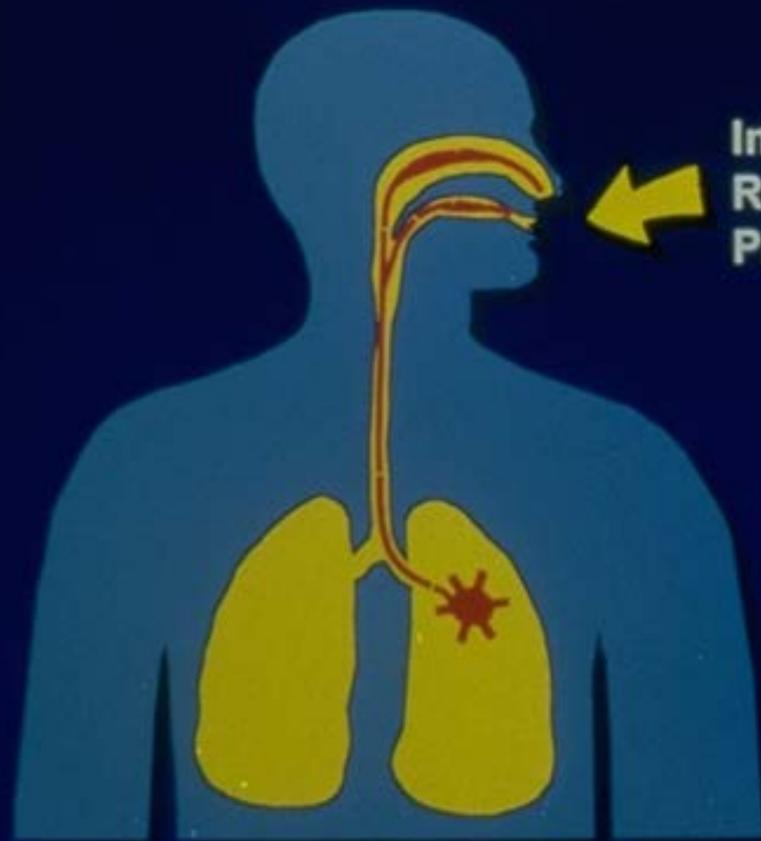


Health effects of radon

- Radiation emitted from radon enters lungs and causes cellular damage that can lead to cancer.



How Radon Causes Lung Cancer



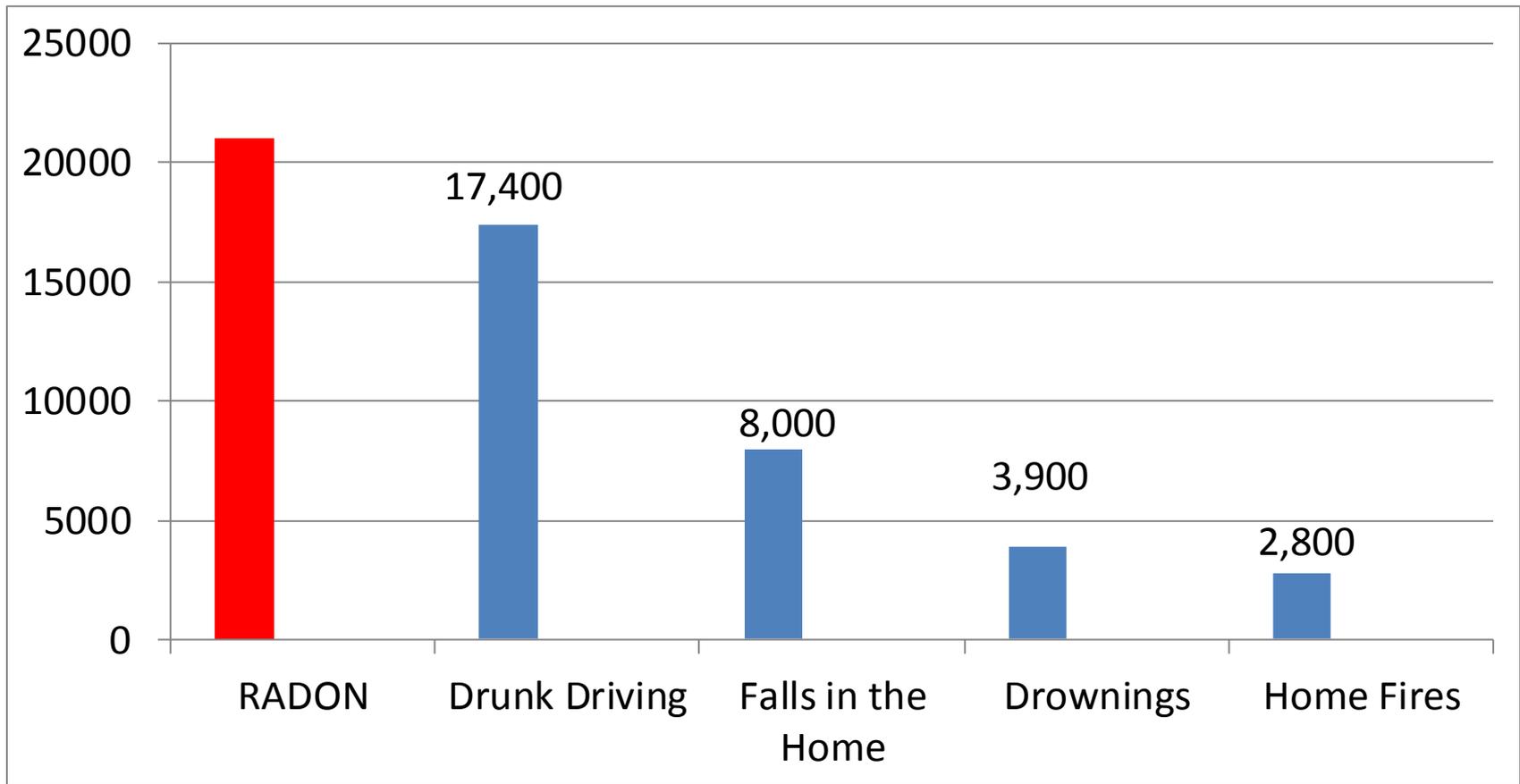
Inhalation of
Radon Decay
Products

Alpha
Particle



Radiation Damage
to DNA

of Deaths Per Year in U.S.



How does radon enter homes?

- Radon enters homes through cracks and openings in the foundation.
- Radon enters homes through unsealed sump pumps, and concrete cold joints.

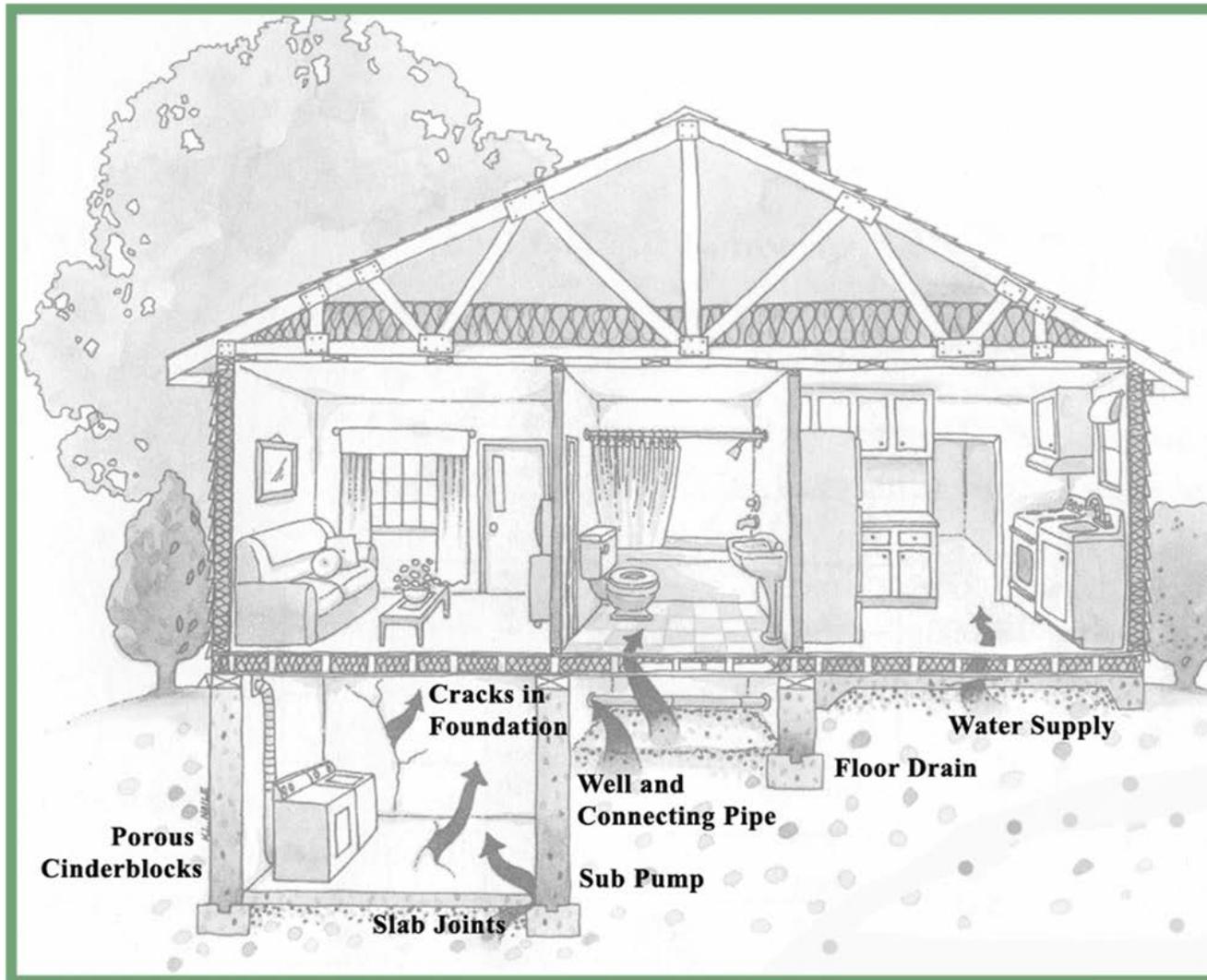


How does radon enter homes?

- Homes have lower air pressure than the surrounding soil. This creates a vacuum effect allowing radon to enter the home even through hairline cracks.

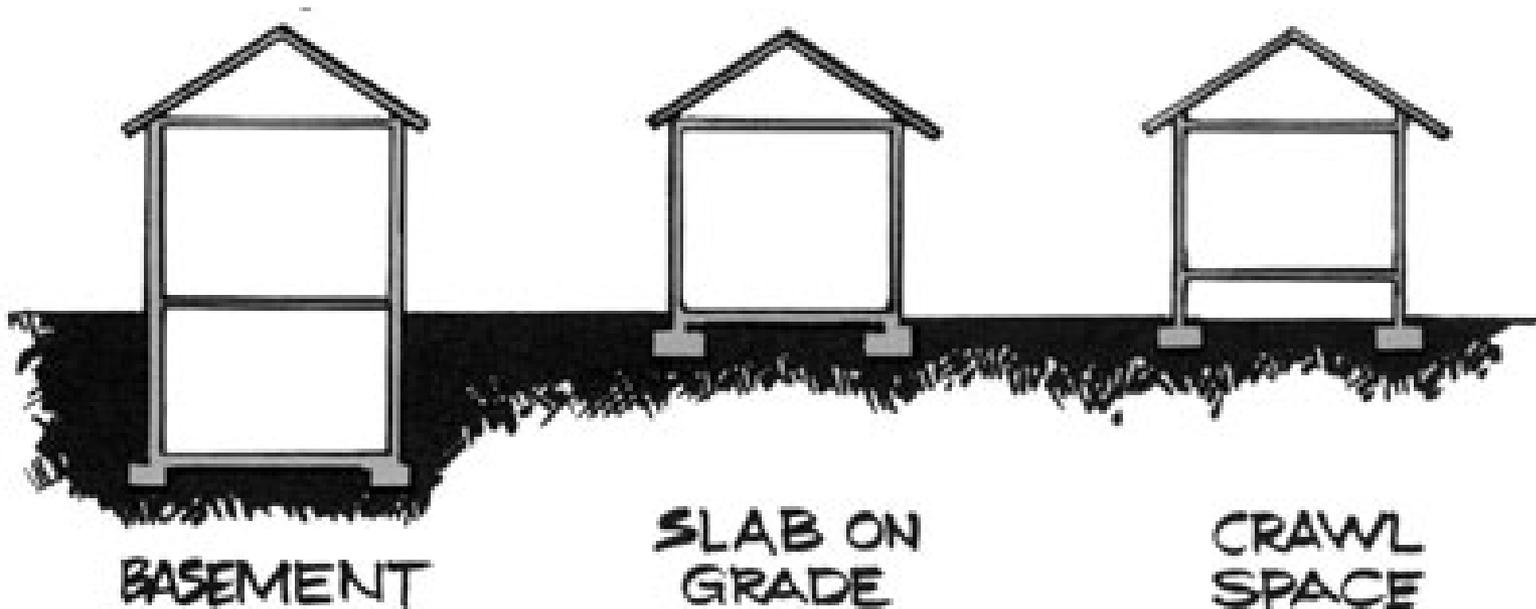


How Does Radon Enter My Home



But I Don't Have a Basement

- **ANY** building in **contact** with the ground can have elevated radon levels.



How does radon enter homes?

- Radon can also enter homes in groundwater.
- Public water supplies in Iowa have not been shown to have radon concentrations high enough to be of concern.



Testing for Radon

- Testing for radon can be done using do-it-yourself kits or by a certified radon measurement specialist.
- For real-estate transactions, testing should be completed by a certified radon measurement specialist.



Testing for Radon

- Short-term do-it yourself kits are available for less than 10 dollars. Contact your local AIR Coalition Member at:

- It takes only a few minutes to read instructions and place kit. Short-term tests are typically run for 2 to 7 days.



Testing for Radon

- Long-term test kits are available for less than 30 dollars.
- Long-term kits are typically placed in the home for three months to one year.



Testing for Radon

- Do-it-yourself test kits are easy and should only take a few minutes of your time.
- Read the instructions carefully prior to placing test kit.



Testing for Radon

- Place the test kit on the lowest part of your home where you regularly spend time. If you don't spend much time in the basement, consider testing the first floor of home.



Testing for Radon

- Family rooms, dens, and bedrooms are ideal test locations.
- Test kit should be hung from ceiling within the normal breathing zone (2 to 6 feet from floor.)



Testing for Radon

- Windows and doors should be shut during the time the short-term kit is placed except for normal entry/exit of the home.



Testing for Radon

- Do not place near a heat source.
- Do not test areas of high humidity such as bathrooms and kitchens.
- Do not place in a draft. Do not operate a fan in the room where a test kit is placed.



Testing for Radon

- For short-term tests, it is recommended that a second short-term test is run during a different season if results are below EPA action level 4.0 pCi/l.



Testing for Radon

- For long-term kits, conduct during part or all of winter months to determine highest concentrations of radon in home.



What do the results mean?

- If results are less than 1.9 pCi/l, no further action is recommended.



What do the results mean?

- If results are 2 to 3.9 pCi/l, levels are below EPA action level (4.0 pCi/l).
 - Continue to monitor by retesting every 2 years or if building conditions change.
 - Consider fixing your home at this level.



What do the results mean?

- If results are 4.0 to 9.9 pCi/l, conduct either a long-term test or a second short term test:
 - For a better understanding of your year-round average radon level, take a long-term test.
 - If you need results quickly, take a short-term test.



What do the results mean?

- If confirmation results are 4.0 pCi/l or greater to ~~9.9~~ and you followed up with a long-term test kit, fix your home
- If confirmation results are 4.0 pCi/l or greater to ~~9.9~~ and you followed up with a short-term test kit, fix your home if the average of your first and second test is 4 pCi/l or higher.



What do the results mean?

- If results are 8 pCi/l or above for a short-term test, immediately conduct another short-term test.
- If confirmation results are in this range, actions should be taken to reduce radon levels.



What do the results mean?

- If results are greater than 80 pCi/l, contact Iowa Department of Public Health or your local health department for assistance.



What do the results mean?

Assessment of Risk from		
	For every 1,000 people exposed to this radon level ¹ , about this many will die of lung cancer:	
	never-smokers	smokers
20 pCi/L	36	260
10 pCi/L	18	150
8 pCi/L	15	120
4 pCi/L ²	7.3	62
2 pCi/L	3.7	32
0.4 pCi/L ³	0.7	6.4
1.	Assumes lifelong exposure at this level	
2.	Recommended EPA action level.	
3.	Approximate average outdoor radon level.	

- Reducing radon from 20 pCi/L to 2 pCi/L reduces lung cancer death about 90% for both smokers and non-smokers.
- Put another way, it would reduce lung cancer deaths in nonsmokers from 1 in 28 to 1 in 270.
- It would reduce lung cancer deaths in smokers from 1 in 4 to 1 in 31.

*Mortality estimates in this presentation are from the EPA publication *Assessment of Risk from Radon in Homes* (2003)

Reducing radon levels

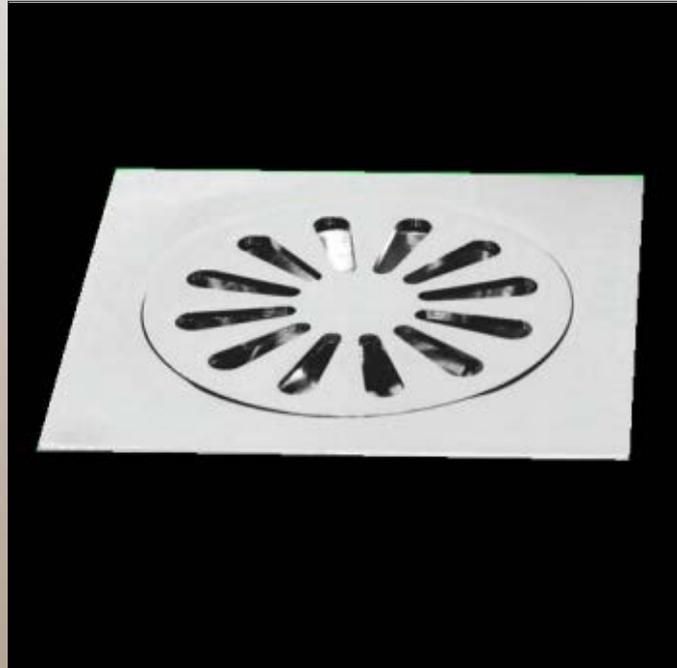
- Seal sump pumps.



Sealed sump pit lids are available in building supply stores. In many cases, installing a sealed sump lid is the most cost-effective radon control measure.

Reducing radon levels

- Ensure basement floor drains are working properly.



Reducing radon levels

- Seal cracks in basement walls, floor, masonry joints, and floor/wall joints.
- Seal crawl spaces.



Reducing radon levels

- Install an active mitigation system. Iowa allows homeowners to install, but it is recommended that it be completed by a credentialed radon mitigation specialist.



Radon mitigation system

- A typical radon mitigation system involves installing a suction pipe through basement floor or sump pump lid, gaining access to soil below.



Radon mitigation system

- A constantly running inline fan creates a low pressure zone under the floor drawing radon out and discharging it to the outside air above the eave of the house, where it dissipates harmlessly.

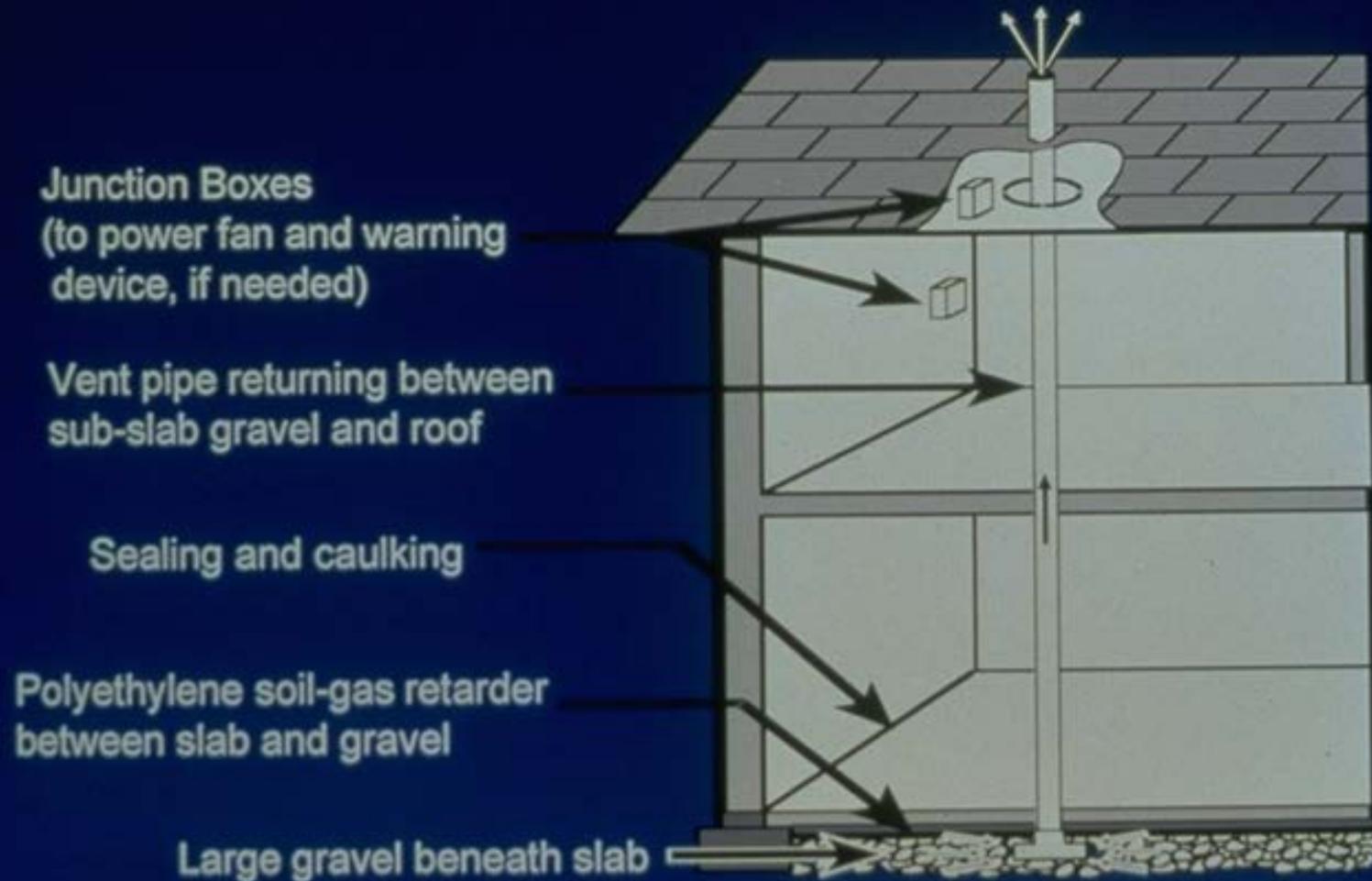


New construction

- Passive radon mitigation systems can be added to new homes for a cost of less than \$800. Guidelines can be found on IDPH or EPA websites.



Basic Components of Passive System



Radon laws in Iowa

- Anyone who is paid to do radon testing, analyzing, or install mitigation systems must be certified by Iowa Department of Public Health (Iowa Code Chapter 136B.)



Radon laws in Iowa

- Child care centers must be tested for radon within one year of initial licensing and every two years after initial testing.



Radon laws in Iowa

- Iowa has a disclosure law for the seller to indicate the known presence of radon.
- Iowa also has a new rule which requires realtors to give home buyers and seller a radon fact sheet to make them aware of the potential presence & danger of radon in the home they're considering purchasing.



Questions?

Mindy Uhle, MPH, HHS

Community Health Consultant | Bureau
of Environmental Health Services |
Division of Environmental Health | Iowa
Department of Public Health |
321 E. 12th St | Des Moines, IA 50319 |
Office: 515-242-6131 |

Melinda.Uhle@idph.iowa.gov



APPENDIX F

PASSIVE RADON GAS CONTROLS

(The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.)

SECTION AF101 SCOPE

AF101.1 General. This appendix contains requirements for new construction in *jurisdictions* where radon-resistant construction is required. These requirements are intended to provide a passive means of resisting radon gas entry and prepare the *dwelling* for post-construction radon mitigation, if necessary (see Figure AF102). Active construction techniques, rather than passive techniques, shall be permitted to be used where approved.

Inclusion of this appendix by *jurisdictions* shall be determined through the use of locally available data or determination of Zone 1 designation in Figure AF101 and Table AF101(1).

SECTION AF102 DEFINITIONS

AF102.1 General. For the purpose of these requirements, the terms used shall be defined as follows:

DRAIN TILE LOOP. A continuous length of drain tile or perforated pipe extending around all or part of the internal or external perimeter of a *basement* or crawl space footing.

ENCLOSED CRAWL SPACE. A crawl space that is enclosed with foundation walls inclusive of any windows, doors, access openings and required vents.

GAS-PERMEABLE LAYER. A gas-permeable layer shall consist of one of the following:

1. A uniform layer of clean aggregate that is not less than 4 inches (102 mm) thick. The aggregate shall consist of material that will pass through a 2-inch (51 mm) sieve and be retained by a $\frac{1}{4}$ -inch (6.4 mm) sieve.
2. A uniform layer of sand (native or fill) that is not less than 4 inches (102 mm) thick and that is overlain by a soil gas collection mat or soil gas matting installed in accordance with the manufacturer's instructions.

RADON GAS. A naturally occurring, chemically inert, radioactive gas.

SOIL-GAS-RETARDER. A continuous membrane of 6-mil (0.15 mm) polyethylene used to retard the flow of soil gases into a *dwelling*.

SUBMEMBRANE DEPRESSURIZATION SYSTEM. A system designed to achieve lower submembrane air pressure relative to basement or crawl space air pressure by use of a vent drawing air from beneath the soil-gas-retarder membrane.

SUBSLAB DEPRESSURIZATION SYSTEM (Passive). A system designed to achieve lower subslab air pressure rela-

tive to indoor air pressure by use of a vent pipe drawing air from beneath concrete floor slabs or other floor assemblies that are in contact with the ground.

VENT PIPE. Not less than a 3-inch-diameter (76 mm) ABS or PVC gas-tight pipe extending from the gas permeable layer through the roof.

SECTION AF103 PASSIVE RADON-RESISTANT SYSTEM REQUIREMENTS

AF103.1 General. The following components of a passive submembrane or subslab depressurization system shall be installed during construction.

AF103.2 Entry routes. Potential radon entry routes shall be closed in accordance with Sections AF103.2.1 through AF103.2.8.

AF103.2.1 Floor openings. Openings around bathtubs, showers, water closets, pipes, wires or other objects that penetrate concrete slabs, or other floor assemblies, shall be filled with a polyurethane caulk or expanding foam applied in accordance with the manufacturer's instructions.

AF103.2.2 Sumps. Sumps open to soil or serving as the termination point for subslab or exterior drain tile loops shall be covered with a gasketed or sealed lid. Sumps used as the suction point in a subslab depressurization system shall have a lid designed to accommodate the vent pipe. Sumps used as a floor drain shall have a lid equipped with a trapped inlet.

AF103.2.3 Foundation walls. Hollow block masonry foundation walls shall be constructed with a continuous course of *solid masonry*, one course of masonry grouted solid, or a solid concrete beam at or above *grade*. Where a brick veneer or other masonry ledge is installed, the course immediately below that ledge shall be *solid masonry*, one course of masonry grouted solid, or a solid concrete beam. Joints, cracks or other openings around penetrations of both exterior and interior surfaces of foundation walls below *grade* shall be filled with polyurethane caulk.

AF103.2.4 Dampproofing. The exterior surfaces of foundation walls below *grade* shall be dampproofed in accordance with Section R406.

AF103.2.5 Air-conditioning systems. Entry points, joints or other openings into air-conditioning systems in enclosed crawl spaces shall be sealed.

Exception: Systems with gasketed seams or that are otherwise sealed by the manufacturer.

AF103.2.6 Ducts. Ductwork passing through or beneath a slab within a *dwelling* shall be of seamless material unless the air-conditioning system is designed to maintain continuous positive pressure within such ducting. Joints in such ductwork shall be sealed.

Ductwork located in enclosed crawl spaces shall have seams and joints sealed by closure systems in accordance with Section M1601.4.1.

AF103.2.7 Crawl space access. Access doors and other openings or penetrations between *basements* and adjoining crawl spaces shall be closed, gasketed or sealed.

AF103.3 Basements or enclosed crawl spaces with soil floors. In *dwelling*s with *basements* or enclosed crawl spaces with soil floors, the following components of a passive sub-membrane depressurization system shall be installed during construction.

Exception: *Basements* or enclosed crawl spaces that are provided with a continuously operated mechanical exhaust system in accordance with Section R408.3.

AF103.3.1 Soil-gas-retarder. The soil in *basements* and enclosed crawl spaces shall be covered with a soil-gas-retarder. The soil-gas-retarder shall be lapped not less than 12 inches (305 mm) at joints and shall extend to foundation walls enclosing the *basement* or crawl space. The soil-gas-retarder shall fit closely around any pipe, wire or other penetrations of the material. Punctures or tears in the material shall be sealed or covered with additional sheeting.

AF103.3.2 “T” fitting and vent pipe. A 3- or 4-inch “T” fitting shall be inserted beneath the soil-gas-retarder and be connected to a vent pipe. The vent pipe shall extend through the *conditioned space* of the *dwelling* and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the *conditioned spaces* of the building that is less than 2 feet (610 mm) below the exhaust point.

AF103.4 Basements or enclosed crawl spaces with concrete floors or other floor systems and slab-on-grade dwellings. The following components of a passive subslab depressurization system shall be installed during construction in slab-on-grade *dwellings* or in *dwellings* with *basements* or crawl spaces with concrete or other floor systems.

AF103.4.1 Sub-slab preparation. A layer of gas-permeable material shall be placed under concrete slabs and other floor systems that directly contact the ground and are within the walls of the dwelling.

AF103.4.2 Soil-gas-retarder. A soil-gas-retarder shall be placed on top of the gas-permeable layer prior to casting

the slab or placing the floor assembly. The soil-gas-retarder shall cover the entire floor area with separate sections lapped not less than 12 inches (305 mm). The soil-gas-retarder shall fit closely around any pipe, wire, or other penetrations of the material. Punctures or tears in the material shall be sealed or covered.

AF103.4.3 “T” fitting and vent pipe. Before a slab is cast or other floor system is installed, a “T” fitting shall be inserted below the slab or other floor system and the soil-gas-retarder. The “T” fitting shall be connected to a vent pipe. The vent pipe shall extend through the *conditioned space* of the *dwelling* and terminate not less than 12 inches (305 mm) above the roof in a location not less than 10 feet (3048 mm) away from any window or other opening into the *conditioned spaces* of the building that is less than 2 feet (610 mm) below the exhaust point.

AF103.5 Drain tile and sump used for depressurization. As an alternative to inserting a vent pipe into a “T” fitting, a vent pipe shall be permitted to be inserted directly into an interior perimeter drain tile loop or through a sump cover where the drain tile or sump is exposed to the gas-permeable layer.

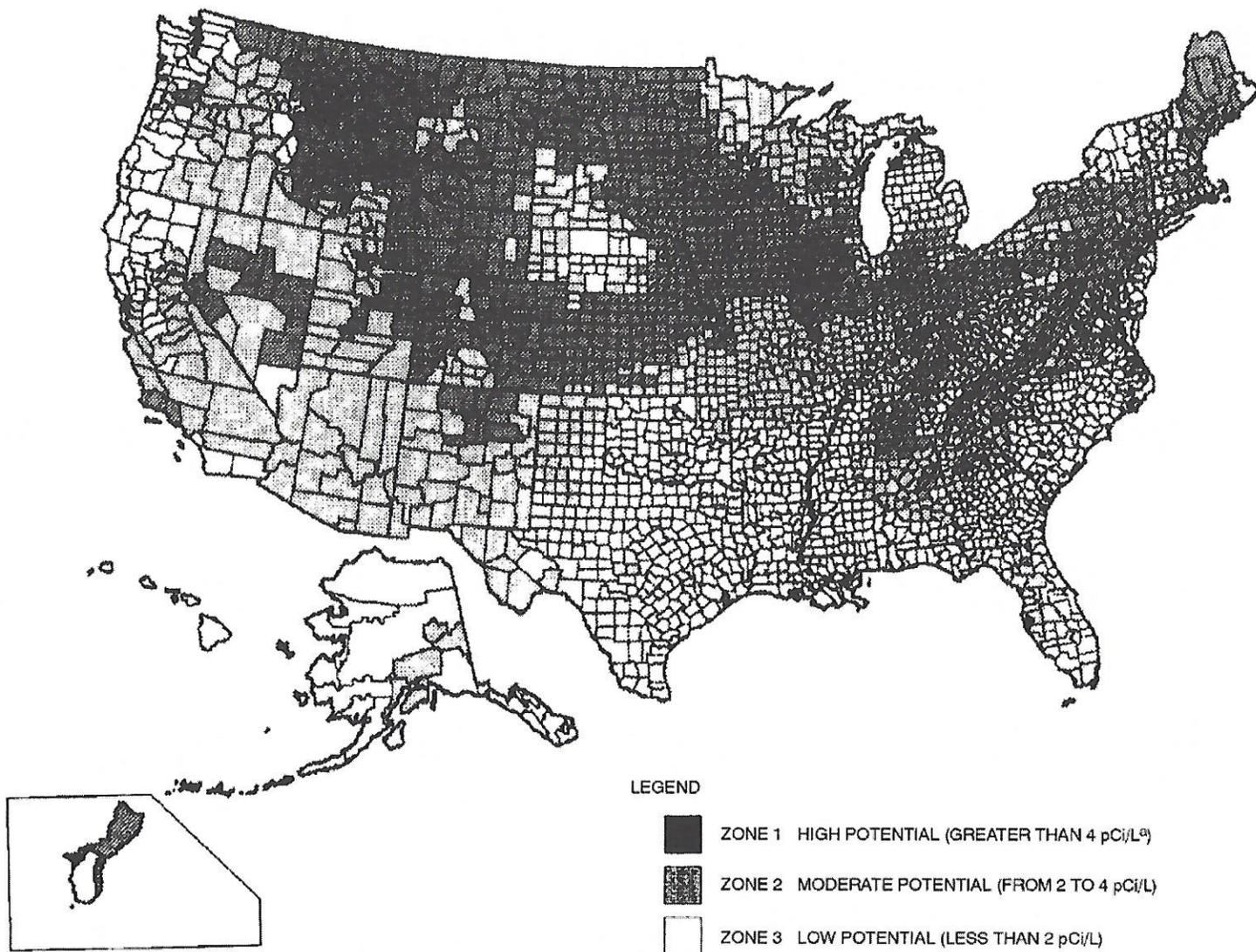
AF103.6 Multiple vent pipes. In *dwellings* where interior footings or other barriers separate the gas-permeable layer, each area shall be fitted with an individual vent pipe. Vent pipes shall connect to a single vent that terminates above the roof or each individual vent pipe shall terminate separately above the roof.

AF103.7 Combination foundations. Where *basement* or crawl space floors are on different levels, each level shall have a separate vent pipe. Multiple vent pipes shall be permitted to be connected to a single vent pipe that terminates above the roof.

AF103.8 Vent pipe drainage. Components of the radon vent pipe system shall be installed to provide positive drainage to the ground beneath the soil-gas-retarder.

AF103.9 Vent pipe identification. Exposed and visible interior vent pipes shall be identified with not less than one *label* on each floor and in accessible *attics*. The *label* shall read: “Radon Reduction System.”

AF103.10 Power source and access for future radon fan. To provide for future installation of a radon fan, an electrical circuit terminated in an *approved* box shall be installed during construction in the anticipated location of the radon fans. An accessible clear space 24 inches (610 mm) in diameter by 3 feet (914 mm) in height adjacent to the vent pipe shall be provided at the anticipated location of a future radon fan.



a. pCi/L standard for picocuries per liter of radon gas. The U.S. Environmental Protection Agency (EPA) recommends that homes that measure 4 pCi/L and greater be mitigated.

The EPA and the U.S. Geological Survey have evaluated the radon potential in the United States and have developed a map of radon zones designed to assist *building officials* in deciding whether radon-resistant features are applicable in new construction.

The map assigns each of the 3,141 counties in the United States to one of three zones based on radon potential. Each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon-control methods. The radon zone designation of highest priority is Zone 1. Table AF101 lists the Zone 1 counties illustrated on the map. More detailed information can be obtained from state-specific booklets (EPA-402-R-93-021 through 070) available through State Radon Offices or from EPA Regional Offices.

FIGURE AF101
EPA MAP OF RADON ZONES

TABLE AF101(1)
HIGH RADON-POTENTIAL (ZONE 1) COUNTIES*

ALABAMA	CONNECTICUT	Morgan	Wabash	Trego	Hillsdale	Watowan
Calhoun	Fairfield	Moultrie	Warren	Wallace	Jackson	Wilkin
Clay	Middlesex	Ogle	Washington	Washington	Kalamazoo	Winona
Cleburne	New Haven	Peoria	Wayne	Wichita	Lenawee	Wright
Colbert	New London	Piatt	Wells	Wyandotte	St. Joseph	Yellow Medicine
Coosa		Pike	White		Washtenaw	
Franklin	GEORGIA	Putnam	Whitley	KENTUCKY		MISSOURI
Jackson	Cobb	Rock Island		Adair	MINNESOTA	Andrew
Lauderdale	De Kalb	Sangamon	IOWA	Allen	Becker	Atchison
Lawrence	Fulton	Schuyler	All Counties	Barren	Big Stone	Buchanan
Limestone	Gwinnett	Scott		Bourbon	Blue Earth	Cass
Madison		Stark	KANSAS	Boyle	Brown	Clay
Morgan	IDAHO	Stephenson	Atchison	Bullitt	Carver	Clinton
Talladega	Benewah	Tazewell	Barton	Casey	Chippewa	Holt
	Blaine	Vermilion	Brown	Clark	Clay	Iron
CALIFORNIA	Boise	Warren	Cheyenne	Cumberland	Cottonwood	Jackson
Santa Barbara	Bonner	Whiteside	Clay	Fayette	Dakota	Nodaway
Ventura	Boundary	Winnebago	Cloud	Franklin	Dodge	Platte
	Butte	Woodford	Decatur	Green	Douglas	
COLORADO	Camas		Dickinson	Harrison	Faribault	MONTANA
Adams	Clark	INDIANA	Douglas	Hart	Fillmore	Beaverhead
Arapahoe	Clearwater	Adams	Ellis	Jefferson	Freeborn	Big Horn
Baca	Custer	Allen	Ellsworth	Jessamine	Goodhue	Blaine
Bent	Elmore	Bartholomew	Finney	Lincoln	Grant	Broadwater
Boulder	Fremont	Benton	Ford	Marion	Hennepin	Carbon
Chaffee	Gooding	Blackford	Geary	Mercer	Houston	Carter
Cheyenne	Idaho	Boone	Gove	Metcalfe	Hubbard	Cascade
Clear Creek	Kootenai	Carroll	Graham	Monroe	Jackson	Chouteau
Crowley	Latah	Cass	Grant	Nelson	Kanabec	Custer
Custer	Lemhi	Clark	Gray	Pendleton	Kandiyohi	Daniels
Delta	Shoshone	Clinton	Greeley	Pulaski	Kittson	Dawson
Denver	Valley	De Kalb	Hamilton	Robertson	Lac Qui Parle	Deer Lodge
Dolores		Decatur	Haskell	Russell	Le Sueur	Fallon
Douglas	ILLINOIS	Delaware	Hodgeman	Scott	Lincoln	Fergus
El Paso	Adams	Elkhart	Jackson	Taylor	Lyon	Flathead
Elbert	Boone	Fayette	Jewell	Warren	Mahnomen	Gallatin
Fremont	Brown	Fountain	Johnson	Woodford	Marshall	Garfield
Garfield	Bureau	Fulton	Kearny		Martin	Glacier
Gilpin	Calhoun	Grant	Kingman	MAINE	McLeod	Granite
Grand	Carroll	Hamilton	Kiowa	Androscoggin	Meeker	Hill
Gunnison	Cass	Hancock	Lane	Aroostook	Mower	Jefferson
Huerfano	Champaign	Harrison	Leavenworth	Cumberland	Murray	Judith Basin
Jackson	Coles	Hendricks	Lincoln	Franklin	Nicollet	Lake
Jefferson	De Kalb	Henry	Logan	Hancock	Nobles	Lewis and Clark
Kiowa	De Witt	Howard	Marion	Kennebec	Norman	Madison
Kit Carson	Douglas	Huntington	Marshall	Lincoln	Olmsted	McCone
Lake	Edgar	Jay	McPherson	Oxford	Otter Tail	Meagher
Larimer	Ford	Jennings	Meade	Penobscot	Pennington	Missoula
Las Animas	Fulton	Johnson	Mitchell	Piscataquis	Pipestone	Park
Lincoln	Greene	Kosciusko	Nemaha	Somerset	Polk	Phillips
Logan	Grundy	LaGrange	Ness	York	Pope	Pondera
Mesa	Hancock	Lawrence	Norton		Ramsey	Powder River
Moffat	Henderson	Madison	Osborne	MARYLAND	Red Lake	Powell
Montezuma	Henry	Marion	Ottawa	Baltimore	Redwood	Prairie
Montrose	Iroquois	Marshall	Pawnee	Calvert	Renville	Ravalli
Morgan	Jersey	Miami	Phillips	Carroll	Rice	Richland
Otero	Jo Daviess	Monroe	Pottawatomie	Frederick	Rock	Rosevelt
Ouray	Kane	Montgomery	Pratt	Harford	Roseau	Rosebud
Park	Kendall	Noble	Rawlins	Howard	Scott	Sanders
Phillips	Knox	Orange	Republic	Montgomery	Sherburne	Sheridan
Pitkin	La Salle	Putnam	Rice	Washington	Sibley	Silver Bow
Prowers	Lee	Randolph	Riley		Stearns	Stillwater
Pueblo	Livingston	Rush	Rooks	MASS.	Steele	Teton
Rio Blanco	Logan	Scott	Rush	Essex	Stevens	Toole
San Miguel	Macon	Shelby	Saline	Middlesex	Swift	Valley
Summit	Marshall	St. Joseph	Scott	Worcester	Todd	Wibaux
Teller	Mason	Steuben	Sheridan		Traverse	Yellowstone
Washington	McDonough	Tippecanoe	Sherman	MICHIGAN	Wabasha	
Weld	McLean	Tipton	Smith	Branch	Wadena	
Yuma	Menard	Union	Stanton	Calhoun	Waseca	
	Mercer	Vermillion	Thomas	Cass	Washington	

(continued)

TABLE AF101(1)—continued
HIGH RADON-POTENTIAL (ZONE 1) COUNTIES^a

NEBRASKA	Morris	Columbiana	Lehigh	Union	Fairfax	Crawford
Adams	Somerset	Coshocton	Luzerne	Yanworth	Falls Church	Dane
Boone	Sussex	Crawford	Lycoming	Yankton	Fluvanna	Dodge
Boyd	Warren	Darke	Mifflin		Frederick	Door
Burt		Delaware	Monroe	TENNESSEE	Fredericksburg	Fond du Lac
Butler	NEW MEXICO	Fairfield	Montgomery	Anderson	Giles	Grant
Cass	Bernalillo	Fayette	Montour	Bedford	Goochland	Green
Cedar	Colfax	Franklin	Northampton	Blount	Harrisonburg	Green Lake
Clay	Mora	Greene	Northumberland	Bradley	Henry	Iowa
Colfax	Rio Arriba	Guernsey		Claiborne	Highland	Jefferson
Cuming	San Miguel	Hamilton		Davidson	Lee	Lafayette
Dakota	Santa Fe	Hancock		Giles	Lexington	Langlade
Dixon	Taos	Hardin		Grainger	Louisa	Marathon
Dodge		Harrison		Greene	Martinsville	Menominee
Douglas	NEW YORK	Susquehanna		Hamblen	Montgomery	Pepin
Fillmore	Albany	Tioga	RHODE ISLAND	Hancock	Nottoway	Pierce
Franklin	Allegany	Union	Kent	Hawkins	Orange	Portage
Frontier	Broome	Venango	Washington	Hickman	Page	Richland
Furnas	Cattaraugus	Westmoreland		Humphreys	Patrick	Rock
Gage	Cayuga	Wyoming		Jackson	Pittsylvania	Shawano
Gosper	Chautauqua	York	S. CAROLINA	Jefferson	Powhatan	St. Croix
Greeley	Chemung		Greenville	Knox	Pulaski	Vernon
Hamilton	Chenango	S. DAKOTA		Lawrence	Radford	Walworth
Harlan	Columbia	Aurora		Lewis	Roanoke	Washington
Hayes	Cortland	Beadle		Lincoln	Rockbridge	Waukesha
Hitchcock	Delaware	Bon Homme		Loudon	Rockingham	Waupaca
Hurston	Dutchess	Brookings		Marshall	Russell	Wood
Jefferson	Erie	Brown		Maury	Salem	WYOMING
Johnson	Genesee	Brule		McMinn	Scott	Albany
Kearney	Greene	Buffalo		Meigs	Shenandoah	Big Horn
Knox	Livingston	Campbell		Monroe	Spotsylvania	Campbell
Lancaster	Madison	Charles Mix		Moore	Stafford	Carbon
Madison	Onondaga	Clark		Perry	Staunton	Converse
Nance	Ontario	Codington		Roane	Tazewell	Crook
Nemaha	Orange	Corson		Rutherford	Warren	Fremont
Nuckolls	Otsego	Davison		Smith	Washington	Goshen
Otoe	Putnam	Day		Sullivan	Waynesboro	Hot Springs
Pawnee	Rensselaer	Deuel		Trousdale	Winchester	Johnson
Phelps	Schoharie	Douglas		Union	Wythe	Laramie
Pierce	Schuyler	Edmunds		Washington		Lincoln
Platte	Seneca	Faulk		Wayne	WASHINGTON	Natrona
Polk	Steuben	Grant		Williamson	Clark	Niobrara
Red Willow	Sullivan	Hamlin		Wilson	Ferry	Park
Richardson	Tioga	Hand			Okanogan	Sheridan
Saline	Tompkins	Hanson		UTAH	Pend Oreille	Sublette
Sarpy	Ulster	Hughes		Carbon	Skamania	Sweetwater
Saunders	Washington	Hutchinson		Duchesne	Spokane	Teton
Seward	Wyoming	Hyde		Grand	Stevens	Uinta
Stanton	Yates	Jerauld		Piute		Washakie
Thayer		Kingsbury		Sanpete	W. VIRGINIA	
Washington	N. CAROLINA	Lake		Sevier	Berkeley	
Wayne	Alleghany	Lincoln		Uintah	Brooke	
Webster	Buncombe	Lyman			Grant	
York	Cherokee	Marshall		VIRGINIA	Greenbrier	
	Henderson	McCook		Alleghany	Hampshire	
	Mitchell	McPherson		Amelia	Hancock	
NEVADA	Rockingham	Miner		Appomattox	Hardy	
Carson City	Transylvania	Minnehaha		Augusta	Jefferson	
Douglas	Watauga	Moody		Bath	Marshall	
Eureka		Perkins		Bland	Mercer	
Lander	N. DAKOTA	Potter		Botetourt	Mineral	
Lincoln	All Counties	Roberts		Bristol	Monongalia	
Lyon		Sanborn		Brunswick	Monroe	
Mineral	OHIO	Spink		Buckingham	Morgan	
Pershing	Adams	Stanley		Buena Vista	Ohio	
White Pine	Allen	Sully		Campbell	Pendleton	
	Ashland	Turner		Chesterfield	Pocahontas	
NEW HAMPSHIRE	Auglaize			Clarke	Preston	
Carroll	Belmont			Clifton Forge	Summers	
	Butler			Covington	Wetzel	
NEW JERSEY	Carroll			Craig		
Hunterdon	Champaign			Cumberland	WISCONSIN	
Mercer	Clark			Danville	Buffalo	
Monmouth	Clinton			Dinwiddie		

a. The EPA recommends that this county listing be supplemented with other available State and local data to further understand the radon potential of a Zone 1 area.

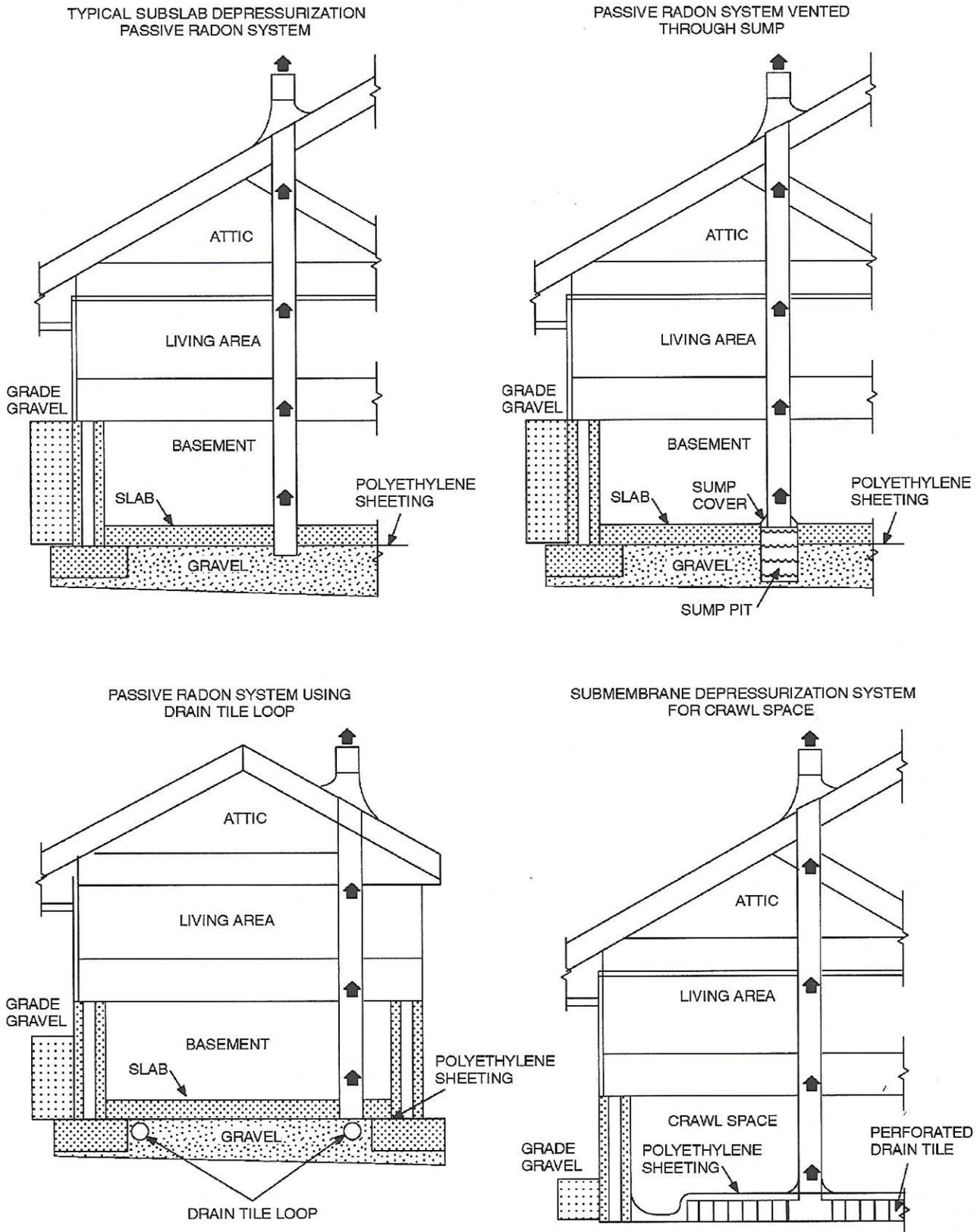


FIGURE AF102
RADON-RESISTANT CONSTRUCTION DETAILS FOR FOUR FOUNDATION TYPES

[Home](#) / [City Government](#) / [Departments and Divisions](#) / [Neighborhood and Development Services](#) / [Neighborhood Services](#) / [Housing Inspection Services](#)

Radon testing requirements

Starting July 1, 2020, The City of Iowa City will begin working with property owners and managers to verify all single family detached and duplex rental properties are tested for hazardous radon levels as a step towards improved public health.

Radon is the No. 1 cause of lung cancer among non-smokers. It is a naturally occurring radioactive gas produced from the decay of radium in the soil. It is odorless, tasteless, and typically moves through cracks and other openings in the foundation of a structure.

The average indoor radon concentration in Iowa is more than six times the national average. Blue Cross/Blue Shield estimates that 400 deaths per-year in Iowa are caused by radon-induced lung cancer, approximately the same number of Iowans who die in traffic accidents each year.

It will take two years to complete the inspection cycle for all single family detached and duplex rental properties in Iowa City. After July 1, 2020, all single family detached and duplex units that become rentals will need to come into compliance with the regulation, as part of the rental inspection process.

To ensure valid testing and confidence in the results, radon testing for these properties will be required to be done by a State licensed, third-party inspector.

Ann Wingerter

From: Whitney, Richard <WHITNEY@Grinnell.EDU>
Sent: Wednesday, April 29, 2020 12:20 PM
To: Ann Wingerter
Cc: Russ Behrens; Jan Anderson; Tyler Avis; Adam Ravestein; Matt Schroeder
Subject: Municipal pole light at 8th & Park St.
Attachments: Pole Light Conflict at 8th & Park Ped Xing 2020.pdf

Good morning, Ann. I would like to request that this topic “municipal pole light at 8th & Park” be added to an upcoming Public Safety Committee and City Council agenda at the next earliest possible date? The request would be to either 1. Ask that this pole and fixture be removed, based on justifying photometric data of the roadway intersection from campus pole lights in vicinity, or 2. Ask that the wood pole and cobra-head be upgraded to a better aesthetic solution, while maintaining adequate intersection illumination. Let me know if any questions and in advance, thanks much! Rick

Rick Whitney
Assistant Vice President for
Facilities Management
Grinnell College
p. (641) 269-3300
f. (641) 269-4997
whitney@grinnell.edu

“Maintenance should always be a critical part of the equation if the design is to prove successful and sustainable.” – Joseph B. Jackson

RESOLUTION NO. 2020-74

A RESOLUTION APPROVING THE REVISED AGREEMENT BY AND BETWEEN THE CITY OF GRINNELL AND MIDWEST AMBULANCE OF IOWA, INC. FOR AMBULANCE SERVICE.

WHEREAS, the City of Grinnell entered into an agreement with Midwest Ambulance of Iowa, Inc. as an independent contractor to provide ambulance services on January 20, 2020; and

WHEREAS, the City of Grinnell wishes to amend the agreement with Midwest Ambulance; and

WHEREAS, the terms and conditions of said service have been agreed upon and accepted by all parties involved; and

WHEREAS, the City, acting pursuant to Chapter 364 of the 2013 Code of Iowa (as amended) desires to attain reliable ambulance services for its citizens; and,

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the city of Grinnell that authorization is given to allow Mayor Agnew to sign said Ambulance Agreement.

PASSED AND APPROVED THIS 4th day of May 2020.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK

**Amended and Restated Agreement for the Provision of Emergency
Medical Services between the City of Grinnell, Iowa and Midwest
Ambulance of Iowa, Inc.**

This Amended and Restated Agreement for the Provision of Emergency Medical Services ("Agreement") is made this _____th day of _____, 2020, between the City of Grinnell, Iowa, ("City") and Midwest Ambulance of Iowa, Inc., ("Midwest").

RECITALS

WHEREAS, the City and Midwest previously entered into an Agreement for the Provision of Emergency Medical Services on DATE ("Original Agreement"); and

WHEREAS, the City and Midwest now desire to amend and restate the Original Agreement in its entirety in order to modify certain aspects of the Original Agreement.

This Agreement is entered into by and between the city of Grinnell, here in after referred to as the City and Midwest Ambulance Service of Iowa, Inc. here in after referred to as Midwest.

WHEREAS, the City, acting pursuant to Chapter 364 of the 2019 Code of Iowa desires to attain competent and reliable emergency medical services (EMS) for its citizens and the citizens of the service territory detailed in this Agreement.

WHEREAS, Midwest desires and has the ability to provide competent and reliable EMS to the service territory;
NOW, ~~TEHRE~~THEREFORE, IT IS HEREBY AGREED by and between the City and Midwest as follows:

1. DEFINITIONS.

BASIC - SERVICE AMBULANCE shall mean ambulances equipped to provide 'basic emergency medical care' as defined in Iowa Administrative Code 641-Chapter 132 (2019)

FIRST OUT OR FIRST AMBULANCE shall mean an ambulance staffed and equipped to respond first and immediately to an emergency call.

SECOND OUT OR SECOND AMBULANCE shall mean an ambulance equipped to respond to an emergency call in the event the First Out Ambulance is unavailable.

CUSTOMERS shall mean those people or legal entities financially responsible for particular EMS calls or services.

EMERGENCY SERVICE CALLS shall not include non-emergency transfers to out of area hospitals.

2. TERMS OF RELATIONSHIP.

It is fully and completely understood by and between the parties that Midwest is an independent

contractor and the City, by entering into this agreement and subsidizing Midwest operations in the service territory has an ongoing responsibility to monitor the work of Midwest as outlined in this agreement. City agrees that by subsidizing Midwest, it has neither directly nor indirectly, any control of Midwest and that any actions on the part of Midwest are solely the actions of ~~the Ambulance Service~~ Midwest and City shall not in any way enter into the operations of, or services rendered by, Midwest.

The City shall solely establish the Service Territory of this Agreement (Attachment A - Map of Service Territory) and minimum level of service provided within the service territory. All communications regarding the service territory and services provided shall be solely between the City and Midwest. Midwest shall honor the Service Territory and may only provide service outside the territory with staff and equipment assigned to this Agreement with prior written approval of the City, except as permitted in the agreement for mutual aid. If for any reason the Service Territory is altered either party can request renegotiating the terms of the entire Agreement.

3. EQUIPMENT.

Midwest shall provide a minimum of two (2) ambulances stationed in the corporate limits of Grinnell. The ambulances shall be equipped and meet the minimum level of service as specified in Article 4 of this Agreement.

Midwest shall properly maintain these ambulance units in accordance with applicable federal, and state laws. The City agrees that a vehicle may be out of service for repairs for as long as ~~4~~ four (4) days but at no time may Midwest have less than ~~1~~ one (1) vehicle in service. ~~If a vehicle is out of service for more than four (4) days, Midwest shall provide a replacement vehicle within 24 hours of the end of the four (4) day period. Once 4 (four) days is exceeded a replacement vehicle must be provided within 24 hours of a unit going out of service.~~

Said ambulances shall be stored in the Grinnell Public Safety Building and maintained at the expense of Midwest. Midwest shall be responsible for maintaining the cleanliness and good mechanical condition of the ambulances at all times. The City agrees to provide ~~two~~ two (2) parking spots ~~inside~~ inside the Grinnell Public Safety Building for ~~Midwest's~~ ambulances.

The City may inspect ambulances, equipment, and facilities ~~with a reasonable notice at any time~~, for the purposes of determining that they are in good mechanical condition and resources are appropriate for servicing the agreement. ~~Midwest shall be responsible for stocking and replenishing all medical or other supplies in the ambulances for the provision of services included in this Agreement. Reasonable notice shall be 4 (four) hours during the hours of 8:00 a.m. to 5:00 p.m. and 12 (twelve) hours if an inspection is to occur outside those hours. These inspections shall be initiated by the Grinnell City Manager but may be completed by either the City Manager or an appropriate designee.~~

4. PERSONNEL.

Midwest shall render prompt ambulance service during the period covered by this Agreement and shall staff the ambulance with an adequate number of personnel qualified as Emergency Medical Technicians and under the following conditions:

'First Out' Ambulance Staffing

- a) Midwest shall staff the 'First Out' ambulance at a minimum classification of Basic Level Care, 24 hours a day, 7 days a week.
- b) The Midwest personnel who staff the 'First Out' ambulance shall be stationed with the ambulance on duty.
- ~~c) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall attempt to call in additional staff to respond to the call. In the event that Midwest is unable to have a crew available in a reasonable amount of time, Midwest will then immediately notify dispatch.~~
- c) The 'First Out' ambulance ~~nor its staff shall~~ and its staff shall not be used for non-emergency transports that do not end or originate in the service territory. The 'First Out' ambulance shall not be used for calls originating from Grinnell Regional Medical Center.

'Second Out' Ambulance Staffing

- ~~a) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall staff the 'Second Out' ambulance if it has a crew immediately available. If Midwest does not have a crew immediately available, Midwest shall notify the City's Fire Department. The City's Fire Department shall staff the 'Second Out' ambulance if they have the personnel available to do so. If the City's Fire Department does not have personnel available to staff the 'Second Out' ambulance, Midwest shall then immediately notify dispatch.~~
- b) It is understood and agreed that the City's Fire Department personnel who may provide EMS services in the 'Second Out' ambulance shall at all times remain the employees of the City and shall be subject to the Fire Department's command and operations structure. Fire Department Personnel shall follow the City's EMS protocols.
- ~~c) Midwest shall pay the City for the services performed by the City's Fire Department personnel at the rate of \$120 per call. Such payment shall be made within 30 days of receipt of invoice from the City.~~

General Staffing Requirements

- a) Only one of the ambulances assigned to the Service Territory may be out of the Service Territory for non-emergency transports at any time unless the City is first notified. Midwest shall notify an on duty fire fighter.
- b) Midwest agrees to use the resources that are a part of this Agreement to provide EMS to the Service Territory unless service is provided outside the Service Territory as part of a written mutual aid agreement or a tier agreement approved in writing by the City.
- c) Midwest shall not perform transports with equipment or personnel assigned to this ~~contract~~ Agreement, that do not originate in the Service Territory without approval from the City. This does not include work done as part of a written mutual aid agreement.

5. SUBSIDY AND PAYMENTS.

Midwest agrees to fulfill the terms of this Agreement from February 1, 2020 to January 31, 2025 and shall be paid by the City as follows:

February 1, 2020 to January 31, 2021. (270,000.00). Payments shall be made monthly in twelve equal installments of(22,500.00).

February 1, 2021 to January 31, 2022. (284,750.00). Payments shall be made monthly in twelve equal installments of(23,729.17).

February 1, 2022 to January 31, 2023. (300,237.50). Payments shall be made monthly in twelve equal installments of (25,019.79).

February 1, 2023 to January 31, 2024. ~~(316,499.00)~~ Payments shall be made monthly in twelve equal installments of (26,374.92).

February 1, 2024 to January 31, 2025. ~~(333,574.34)~~. Payments shall be made monthly in twelve equal installments of (27,797.86).

Payments are due ~~the~~ by the 10th of each month with the first payment for this ~~Agreement~~contract due February 10, 2020.

The foregoing payments shall constitute a subsidy to Midwest by the City as assistance to Midwest to perform the services set forth in this Agreement, and that said subsidy has been established as an effort to make this operation profitable for Midwest allowing them to offset the cost of personnel and equipment needed to staff, maintain, and operate an ambulance service in the Grinnell area.

6. CHARGES.

Midwest shall charge Customers based on a schedule of fees, including charges for supplies and drugs, which have been established by Midwest and which must be provided to the Grinnell City Manager annually no later than January 31st and are automatically made part of this Agreement once received by the City. It is understood that charges for drugs and supplies may change through the course of the year. These charges will apply even where the City's Fire Department personnel are staffing the 'Second Out' ambulance.

It is understood and agreed by the parties that said charges, (the rates are set forth in the current schedule of fees -Attachment B to this Agreement) shall be billed, collected, and retained by Midwest as substantial compensation for its cost of operation. The City is not responsible for charges or collections. City agrees to allow Midwest to re-negotiate the subsidy above in the event the actions taken by the federal, state, or local government, or their respective agencies, would substantially reduce the amount of monies which could reasonably be expected to be collected from Customers of Midwest, or would cause sufficient increases in operational expenses so as to adversely affect profitability for Midwest. The City also has the right to negotiate if their revenues or expenditures are substantially impacted by actions taken by the federal, or state government, or their respective agencies.

Midwest agrees to provide ambulance service to all city employees that may require assistance while on duty at no charge. This includes all volunteer fire fighters, police reserves, or other persons receiving hourly or salary compensation for their work. This does not include any employees working solely on a contractual basis.

7. RECORDS.

Midwest shall insure that a record is kept of the following: the time a call is received, the time Midwest arrives at the scene, the time on scene/the time the ambulance leaves the scene for the hospital, the time of arrival at the hospital, and the time the ambulance is back in service.

As a part of this Agreement, Midwest agrees to have all emergency response dispatched via the Poweshiek County Dispatch Center. Both parties agree to coordinate this with the Poweshiek County Sheriff's Office as they are charged with the management and oversight of the dispatch operations. Ultimately, Midwest is responsible for the maintenance of the equipment necessary for their staff to communicate effectively with the Poweshiek County Dispatch Center.

Subject to the limitations of HIPAA and other federal and state privacy laws, Midwest agrees to provide the City the following reports on an annual basis: Statistical Data. Data including, the average response time from time of dispatch until the ambulance arrives on-scene, the average response time from the time of the dispatch until the ambulance is en-route, and the average time the ambulance is on-scene until the ambulance is departing the scene. All information provided to the City is subject to HIPAA and other federal and state privacy laws.

Information maintained in Midwest's records pertaining to the identity, condition, or treatment of patients is confidential and not subject to inspection by non-Midwest personnel.

In providing EMS services under this Agreement, the City's Fire Department Personnel shall use their own reporting software but shall share such information as is necessary for Midwest to bill for the services provided.

8. RENT AND TERMS OF OCCUPANCY.

Both the City and ~~Ambulance-Service~~Midwest agree to work in good faith to locate ~~Ambulance Service~~Midwest in the Grinnell Public Safety Building. Midwest will pay the City \$1 annually for rent and utilities. A building site plan showing the areas of joint occupancy and sole occupancy by ~~Ambulance Service~~Midwest is made part of this Agreement as Attachment C.

All employees or representatives of Midwest must submit to a fingerprint background check conducted by the Grinnell Police Department. These background checks will be reviewed by the Grinnell Chief of Police. The City shall solely determine, based on the findings of the check, whether or not a particular Midwest employee shall be allowed to work in the Grinnell Public Safety Building. It is understood and agreed that Midwest shall be allowed to have employees work within the Grinnell Public Safety Building temporarily until a determination is made on the findings of the background check. A guidance policy regarding this matter is included as Attachment D for reference.

Midwest shall be responsible to keep all areas it occupies solely in a clean and orderly manner consistent with the standard of care established throughout the Grinnell Public Safety Building. The care and cleaning of the following joint occupancy areas shall be the responsibility of Midwest:

- Female locker rooms.
- All hallways on the fire department side of the building.
- Exercise room, cleaned daily, in exchange for Midwest employee ~~eruy~~access.

The City shall provide all necessary cleaning supplies and equipment.

As allowed by City Code, Midwest may install up to one sign on the property with their company designation. This sign size, design, location, and style must be approved in advance by the City Manager.

All conflicts related to co-location of Midwest in the Grinnell Public Safety Building should first be discussed between the City Manager and the Midwest Chief Operating Officer or Chief Executive Officer. The City Manager shall review the matter and order action appropriate to resolve the matter. No employee of the City or Midwest shall talk negatively about any others' performance unless a complaint has been submitted in writing to the City Manager and Midwest Chief Operating Officer. This would not pertain to discussions taking place as part of official city meetings.

Midwest will have the right to install security monitoring systems in all locations in which Midwest has rented space. It is understood that Midwest has leased the areas defined in this ~~Agreement~~ contract and that such monitoring, reports, supplies, equipment, and all other property of Midwest is owned solely by Midwest and is not subject to public record requests, or other inspections not permitted under the law. All installations must be pre-approved by the Police Chief or Fire Chief to ensure that there is no harm to the City's security system or the integrity of the building.

Midwest employees are expected to be in uniform while on duty or responding to calls for service. Midwest employees shall also be expected to be in uniform while using joint occupancy or common areas of the Public Safety Building at all times with the exception of the exercise room, visits to the restrooms and other trips of short duration. Even these exceptions require good judgment.

9. RENEGOTIATION.

In order to enable Midwest and the City to make arrangements for the continuation of EMS, it is agreed that the parties will renegotiate and execute any new Agreement no less than six (6) months in advance of the expiration of this Agreement, unless both the City and Midwest mutually agree to other timelines.

Midwest and the City agree that this Agreement may be extended, modified, or renegotiated at any time subject to mutual agreement of the parties. The City shall have unilateral authority to cancel this Agreement under the provisions set forth in Paragraph 11 below.

If no action is taken by either party to this Agreement to cancel, extend, modify or renegotiate this Agreement as described in this Agreement, this Agreement shall terminate January 31, 2025.

Midwest designates their company President as their representative on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement and the City designates the Grinnell City Manager as their designee on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement. City shall be notified at the City Offices of Grinnell, Iowa attention City Manager, 520 4th Avenue, Grinnell, Iowa 50112. Midwest shall be notified at 1229 Ohio St, Des Moines, Iowa 50314.

10. LIABILITY.

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting

under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This Section shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

11. ~~INSURANCE AND INDEMNIFICATION.~~

Midwest agrees to maintain proper worker's compensation insurance as to any employed personnel. Midwest further agrees to maintain automobile liability and property damage insurance on all of its ambulances or any back-up units used by Midwest in the amount of not less than one million dollars (\$1,000,000.00) per combined single occurrence (each accident). Midwest agrees to maintain general liability insurance and professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence covering the operation of the EMS and its personnel.

~~Midwest does hereby agree to indemnify and hold harmless the City, its Mayor and City Council members, officers, and employees, from any and all claims and liabilities of any type or nature whatsoever, for damages to, loss of, or the destruction of any property or person or persons, which may now or hereafter arise out of, or result from the operations of Midwest and the providing of service incident to or pursuant to this Agreement.~~

~~Likewise, the City shall be solely liable for its own negligence and/or negligence of its employees, agents~~

~~and/or designees. The City agrees to indemnify and hold harmless Midwest, its officers, employees from any and all claims, demands, actions, or causes of action occasioned by the negligence or fault of the City, its contractors, agents, officers, or employees in rendering services under this agreement; provided however this provision does not abrogate any immunity granted to the City by law.~~

12. PROOF OF INSURANCE.

Midwest shall provide the City a Certificate of Insurance as evidence that the insurance described in Paragraph 10 above is in force and effect upon the City's request. The failure of Midwest to supply the Certificate of Insurance in a timely fashion or failure by Midwest to have the insurance in force and affect at any time during this Agreement for whatever reasons that may have occurred, shall constitute sufficient grounds upon which the City may unilaterally and independently cancel this Agreement by serving written notice of cancellation on Midwest at their business office.

~~10-13.~~ DISCRIMINATION.

Midwest shall not discriminate their provision of service because of race, creed, color, religion, national origin, sex, age, financial status, gender, gender identity, marital status, sexual orientation, military status or physical or mental disabilities in any of its Grinnell activities or operations.

~~11-14.~~ MUTUAL AID.

Midwest may enter into mutual aid agreements or contracts with other EMS providers and shall attempt to initiate said agreements. Any mutual aid or tiering agreements shall be in writing and executed by both parties. Copies of these executed agreements shall be provided to the City.

~~12-15.~~ DISPATCHING.

Midwest agrees that emergency dispatching shall be done via the Poweshiek County Dispatch Center. Midwest shall Install and pay for its own phones, communication systems, and have a business number(s) and accept calls at these numbers. City requires that Midwest advertise, encourage, and promote the use of 911 as the proper number of emergency EMS calls. Midwest agrees to provide the training necessary for their employees to work effectively within the Poweshiek County dispatch system.

~~13-16.~~ TERMINATION.

If either party materially breaches this AgreementContract, the other party may terminate the AgreementContract provided that it notifies the breaching party by certified mail of the specific breach(s) and allows the breaching party the opportunity to cure the breach(s) within sixty (60) days of the receipt of notice. If the breach~~(s)~~ has/have not been cured within (60) days of receipt of notice, the AgreementContract may be terminated without further notice.

Notwithstanding the foregoing, the AgreementContract may be terminated without prior notice If Midwest is unable to provide the level of service required in Section 4 above. Nothing contained herein shall authorize the City to terminate this AgreementContract for any reason other than uncured breach of contractor-Midwest or as stated elsewhere in this Agreement as specified in section 11.

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In the event of a termination of this Agreement due to a breach by the City, the City agrees to pay, as liquidated damages and not as a penalty the following:

If the breach occurs during the first year of the agreement - 100% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

If the breach occurs during the second year of the agreement - 90% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the third year of the agreement - 80% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fourth year of the agreement - 75% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fifth year of the agreement - 70% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

In the event of a dispute between the parties in connection with or relating to this Agreement, such dispute shall be resolved as follows:

A. The parties shall first meet and attempt in good faith to resolve the dispute within ten (10) days after written notice to each party.

B. If such meeting is unsuccessful, the parties shall meet in mediation and attempt in good faith to resolve the dispute within ten (10) days after the meeting described above. Each party shall select one mediator and both mediators will select a third mediator. If both parties cannot agree to the selection of the three mediators the matter may be referred to the courts. Unsuccessful mediation may also be referred to the courts.

C. The substantially prevailing party in any court action shall be entitled to reimbursement by the opposing part of its costs and expenses of court action including, but not limited to, reasonable attorney's fees, court fees, and expert witness fees incurred as a result of such proceeding; or action.

Midwest shall have the right to terminate this Contract Agreement upon sixty (60) days written notice due to rate changes by, but not limited to, Wellmark, Medicaid, Medicare or other insurers causing Midwest to operate at a loss for three (3) consecutive months. Midwest shall provide accounting to the City in advance of, and prior to, the sixty (60) days' notice to confirm such losses.

13-17. DISCLOSURE - As required by Public Law 960499 (Omnibus Reconciliation Act of 1980):

A. Until the expiration of four (4) years after the furnishing of such services pursuant to such Agreement Contract, Midwest shall make available, upon written request of the Secretary, or on request of the Comptroller General, any records of Midwest related to Midwest's operations in the city

of Grinnell, Iowa, that are necessary to certify the nature and extent of such costs, and

B. If Midwest carries out any of the duties of the ~~Contract Agreement~~ through a subcontract, with a value of cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such ~~subc~~Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such a Subcontract, the related organization shall make available, upon the request of the Comptroller General, or any of their duly authorized representatives, the Subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

14-18. LAWS.

This agreement shall be construed in accordance with the laws of the State of Iowa.

15-19. AUTHORIZATION.

The signers of this document warrant they are acting officially and properly on behalf of their respective institutions and have been duly authorized and empowered to execute this agreement in accordance with all state laws and requirements. The City shall be responsible for all filing requirements of this agreement with the Secretary of State and any other agency(s) as required by law.

16-20. ENTIRE AGREEMENT.

This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

17-21. AMENDMENTES.

No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

18-22. ASSIGNMENT.

This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

19-23. CONSTRUCTION AND COMPLIANCE.

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such Invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

THIS EMS-AMENDED AND RESTATED AGREEMENT, entered into this _____ day of _____ 2020, by the City and Midwest shall become effective on _____.

Mayor

City Clerk

President – Midwest

Secretary – Midwest

**CONDUCT EMERGENCY MEDICAL SERVICE STUDY TO ANALYZE
CURRENT OPERATIONS AND CREATE A LONG-TERM PLAN TO IDENTIFY
METHODS TO IMPROVE SERVICE FOR THE GRINNELL AREA**

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 4th highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jim White and Mayor Dan Agnew
Staff Coordinator(s): City Manager Russ Behrens and Fire Chief Dan Sicard

Activity	Completion Date
Form Task Force to guide this process. Work with Task Force to establish scope of the project. For example, are we focusing efforts on the Grinnell EMS territory or larger geographic area? The membership of the Task Force may be influenced by the scope of the study and vice versa.	June 1, 2020
Develop a Request for Qualifications to solicit proposals regarding qualifications of consultants to perform this study. Identify at least three but no more than five consultants that we will invite to submit proposals.	August 1, 2020
Receive and review proposals. Task Force to make recommendation to the City Council ranking the consultants. City Council to consider proposals and presumably enter into a contract with the selected firm to perform the work.	October 1, 2020
Consultant to meet with Task Force to develop study guidelines, schedule, roles, expectations, strategies for public engagement, and expected outcomes. This will be done during the contract negotiation phase also.	November 1, 2020
Task Force and consultant work together to gather information, assemble alternatives, analyze options, garner feedback, and other necessary work to create analysis and draft a plan to build the optimal EMS system.	December 1, 2020 to August 1, 2021
Task Force to present final draft to Mayor and City Council	September 1, 2021
Phased implementation of the study recommendations.	January 2022 to January 2025
Study recommendations fully implemented.	February 2025

COUNTY-WIDE 700-800 MHz DIGITAL RADIO SYSTEM – COUNTY-WIDE INTEROPERABLE COMMUNICATIONS

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 5TH highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Jim White and Mayor Dan Agnew
 Staff Coordinator(s): Fire Chief Dan Sicard and Police Chief Dennis Reilly

Activity	Completion Date
Chief Reilly and Chief Sicard will prepare a thorough summary of the current communication system in the county and strengths/weaknesses of this system. Their summary will explain the current funding system for county communications. Information will also be provided regarding specifics about possible improvements along with a budget. The purpose of this summary will be to inform those not familiar with the proposed system why it should be considered and what work has been done on this to date.	June 1, 2020
Determine what role the city of Grinnell should play in this process through communications with other fire departments, EMS providers, law enforcement partners, other cities, and county representatives. If necessary, make appointments to represent the city’s interests.	July 1, 2020
Engage in the process presumably guided by the County which involves all stakeholders to develop a new county-wide digital radio system.	August 1, 2020
All stakeholders review recommendations to install this new system. This recommendation will provide detail regarding equipment details, maintenance, effectiveness, funding, expenditures, and life cycle expectations.	December 1, 2020
New system is implemented.	July-December 2021

Ann Wingerter

From: Russ Behrens
Sent: Friday, April 24, 2020 11:30 AM
To: Dennis Reilly; Dan Agnew; Marilyn Kennett; Jordan Allsup; Jan Anderson; Duane Neff; Daniel Ramos; Ann Wingerter
Subject: 7-19 Priorities Strategic Plan

7. Work with Chamber to develop multimedia promotional items. 5 votes
Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy
8. Study solid waste/recycling solutions, etc. 5 votes.
PW & G Committee, Duane Neff and Barb Flander
9. Appoint a communications director/social media coordinator. 5 votes.
Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter
10. Support community mental health solutions. 5 votes.
Public Safety Committee, Dennis Reilly, and Mayor Agnew.
11. Update Land Use Plan and Zoning Ordinances. 4 votes.
Planning Committee, Russ Behrens, and Tyler Avis.
12. Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes.
Finance Committee, Russ Behrens, and Sharon Mealy.
13. Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes.
PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
14. Develop another deep drinking well. 2 votes.
PW & G Committee, Jan Anderson, and Jim Brown.
15. Financial software that allows real time access to budget information and payroll data entry. 2 votes.
Finance Committee, Ann Wingerter, and Kim Kolars
16. Review community daycare needs. 1 vote.
Planning Committee, Jordan Allsup, and Marilyn Kennett.
17. Develop pilot program to disconnect footing drains. 0 votes.
PW & G Committee, Jan Anderson, and Daniel Ramos
18. Consider fire service fees for certain commercial and industrial properties. 0 votes.
Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew
19. Host open houses at city facilities. 0 votes.
Planning Committee and Sharon Mealy.

Russell L. Behrens
520 4th Avenue
Grinnell, Iowa 50112
rbehrens@grinnelliowa.gov
Office: 641-236-2600
Cell: 641-990-6372
www.grinnelliowa.gov

RESOLUTION NO. 2020-75

A RESOLUTION TO APPROVE AN AGREEMENT BETWEEN CENTRALSQUARE TECHNOLOGIES, LLC AND THE CITY OF GRINNELL.

WHEREAS, CentralSquare Technologies, LLC and the city of Grinnell wish to enter into this agreement, for an evaluation period, for the purpose of providing online citizens reporting; and

WHEREAS, this agreement is designed to authorize the Grinnell Police Department to obtain software from CentralSquare Technologies, LLC for an evaluation period; and

WHEREAS, the CentralSquare Technologies, LLC and the city of Grinnell agree to said 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 agreement with the CentralSquare Technologies, LLC.

PASSED AND APPROVED THIS 4th day of May 2020.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

Software Evaluation License Agreement

This Software Evaluation License Agreement (this "**Agreement**"), effective as of April 24, 2020 (the "**Effective Date**"), is by and between CentralSquare Technologies, LLC a Delaware Limited Liability Corporation with offices located at 1000 Business Center Drive, Lake Mary, Florida 32746 ("**CentralSquare**") and Grinnell Police, IA with offices located at ("**Customer**").

WHEREAS, CentralSquare desires to license to Customer, and Customer desires to obtain a license, the Software described in **Exhibit A** solely for Customer's evaluation purposes during the time period, and in the quantity set forth on **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License Grant. Subject to the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the time period, and in the quantity set forth in **Exhibit A** ("**Evaluation Period**") to: (a) use the products described in **Exhibit A** in object code format (the "**Software**") solely for Customer's evaluation purposes for use by employees of Customer who Customer permits to access and use the Software and/or Documentation as set forth in **Exhibit A** ("**Authorized Users**"); and (b) use CentralSquare's user manuals, handbooks, and installation guides relating to the Software provided by CentralSquare to Customer either electronically or in hard copy form relating to the Software (the "**Documentation**") solely for Customer's evaluation purposes in connection with Customer's use of the Software. Customer will not use the Software for any purpose other than evaluating and testing such Software in connection with assessing whether Customer desires to enter into a commercial license agreement with CentralSquare for the Software. This Agreement does not provide a commercial license and Customer's use of the Software after the Evaluation Period is subject to the parties' entering into and executing a separate commercial license agreement.

2. Professional Services. CentralSquare may provide professional services related to the Software which may include installation, implementation, training, and other professional services deemed necessary by CentralSquare, in its sole discretion.

3. Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4. Reservation of Rights. CentralSquare reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

5. Delivery. CentralSquare shall deliver the Software to Customer electronically, on tangible media, or by other means, in CentralSquare's sole discretion. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier.

6. Customer Responsibilities. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

7. Support. CentralSquare may provide support to the Software described in Exhibit A. However, CentralSquare has no obligation under this Agreement to provide support, maintenance, upgrades, modifications, or new releases of the Software or Documentation to Customer.

8. Evaluation Fee. The parties agree that no license fees or other fees will be payable under this Agreement in exchange for the licenses granted under this Agreement. Customer acknowledges and agrees that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

9. Confidential Information. From time to time during the Evaluation Period, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Intellectual Property Ownership; Feedback.

(a) Customer acknowledges that, as between Customer and CentralSquare, CentralSquare owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation.

(b) If Customer or any of its employees or contractors submits, orally or in writing, suggestions or recommended changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), CentralSquare is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to CentralSquare on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and CentralSquare is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although CentralSquare is not required to use any Feedback.

11. Disclaimer of Warranties. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" FOR INTERNAL EVALUATION ONLY. THE SOFTWARE LICENSES GRANTED HEREIN ARE NOT INTENDED FOR OPERATIONAL USE. CENTRALSQUARE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CENTRALSQUARE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CENTRALSQUARE MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification. Customer agrees to indemnify, defend, and hold harmless CentralSquare and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, or costs resulting from any claim, suit, action, or proceeding based on Customer's or Customer's Authorized Users' (a) negligence or willful misconduct or (b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement. In the event CentralSquare seeks indemnification or defense from Customer under this provision, CentralSquare shall promptly notify Customer in writing of the claim(s) brought against CentralSquare for which CentralSquare seeks indemnification or defense. CentralSquare reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of CentralSquare's choice. Customer may not enter into any third-party agreement, which would, in any manner whatsoever, affect CentralSquare's rights, constitute an admission of fault by CentralSquare or bind CentralSquare in any manner, without CentralSquare's prior written consent.

13. Limitations of Liability. IN NO EVENT WILL CENTRALSQUARE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION,

DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

14. Term and Termination. This Agreement is effective as of the Effective Date and, unless terminated earlier pursuant to this Section 14, will continue in effect until the expiration of the Evaluation Period. CentralSquare may terminate this Agreement on written notice to Customer if Customer materially breaches or fails to comply with any terms or conditions of this Agreement and does not cure such breach or failure within ten (10) days after receiving written notice thereof. CentralSquare may terminate this Agreement without cause by providing at least 30 days written notice to Customer. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate and Customer shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to CentralSquare that the Software and Documentation has been deleted or destroyed. This Section 14 and Sections 4, 6, 8, 9, 10, 11, 12, 13, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

(a) Entire Agreement. This Agreement, together with **Exhibit A**, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with United States federal law and the laws of the State of Delaware without giving effect to the conflict of law principles thereof.

Exclusive Dispute Resolution Mechanism. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section.

Good Faith Negotiations. The Parties agree to send written notice to the other party of any Dispute ("Dispute Notice"). After the other party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute at a mutually agreed to location. Each Party shall be responsible for its associated travel costs.

Escalation to Mediation. If the parties cannot resolve any Dispute during the good faith negotiations either party may initiate mediation.

Mediation. The parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

Confidential Mediation. The parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration, or other proceeding involving the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Arbitration as a Final Resort. If the parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either party may commence binding arbitration in accordance with the provisions regarding Arbitration.

Arbitration. In the event a dispute is escalated to arbitration such controversy or claim shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a sole arbitrator appointed in accordance with the said Rules. The arbitration shall be held in Seminole County, Florida, and shall be conducted in the English language. Notwithstanding anything above, such arbitration proceedings shall in no way impair or limit the right of either Party to seek injunctive relief without recourse to arbitration, or to otherwise pursue immediate relief needed to prevent the breach of this Agreement. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

(f) Assignment. Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will

relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

(h) Existing Agreement. To the extent Customer has a separately executed agreement with Grinnell Police, IA on a different subject matter, such agreement will continue unmodified under its own terms.

(i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CentralSquare Technologies, LLC

Grinnell Police, IA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. DESCRIPTION OF SOFTWARE:

Public Safety Citizen Reporting
Evaluation Services

2. EVALUATION PERIOD: April 24, 2020 expiring on December 1, 2020



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, MAY 4, 2020 AT 6:15 P.M.
VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/95707209073?pwd=VEIFUEpOdUxVaVIsRDFYcWo0ZXNPZz09>

Meeting ID: 957 0720 9073

Password: 023801

One tap mobile

+19292056099,,95707209073#,1#,023801# US (New York)

+13017158592,,95707209073#,1#,023801# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 957 0720 9073

Password: 023801

Find your local number: <https://zoom.us/u/adHqga9lCv>

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Davis, Gaard.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Spencer Street Apartments, 1129/1131 Spencer Street (See Resolution No. 2020-76).
2. Review nuisance property priority list and action plan.
3. Discuss Strategic Plan Initiative #2 and Action Plan: Strong support for initiatives that expand housing options (type, cost, location, etc.).
4. Discuss Strategic Plan Initiative #7: Work with Chamber to develop multimedia promotional items. 5 votes. Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy.
5. Discuss Strategic Plan Initiative #9: Appoint a communications director/social media coordinator. 5 votes. Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter.
6. Discuss Strategic Plan Initiative #11: Update Land Use Plan and Zoning Ordinances. 4 votes. Planning Committee, Russ Behrens, and Tyler Avis.
7. Discuss Strategic Plan Initiative #16: Review community daycare needs. 1 vote. Planning Committee, Jordan Allsup, and Marilyn Kennett.
8. Discuss Strategic Plan Initiative #19: Host open houses at city facilities. 0 votes. Planning Committee and Sharon Mealy.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-76

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (Spencer Street Apartments, 1129/1131 Spencer Street).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: (Spencer Street Apartments, 1129/1131 Spencer Street)

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 4th day of May, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
2013 CENTRAL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE 2013 CENTRAL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The 2013 Central Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the 2013 Central Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: 1129/1131 Spencer Street

Legal Description: Littles Lot 17 and N 28' Lot 18 and Lot 1 Lot A Lot 6 SE SE

Title Holder or Contract Buyer: Spencer Street Apartments

Address of Owner (if different than above): Bennett Wiltfang, 15426 Hwy 6 E, Grinnell, IA, 50112

Phone Number (to be reached during the day): (641) 990-3878

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to N/A [insert date of adoption of the Plan]? Yes No

Existing Property Use: Residential Commercial Industrial Vacant

Proposed Property Use: Multiresidential

Nature of Improvements: New Construction Addition General Improvements, (patches)

Specify: Full renovation of 4 apartments - dry wall, paint/texture, fixtures, appliances, flooring, windows, etc.

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

Date Permit(s) Issued: _____

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

Estimated or Actual Date of Completion: July 2019

Estimated or Actual Cost of Improvements: \$118,242.00

Signature: *Bennett Wiltfang*

Name (Printed) Bennett Wiltfang

Title: Owner/Manager

Company: Spencer Street Apartments

Date: 4/22/20

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

STRONG SUPPORT FOR INITIATIVES THAT EXPAND RESIDENTIAL HOUSING – COMPLETE UPDATE TO EXISTING HOUSING STUDY

GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 2ND highest priority by the Mayor and City Council.

Project leader(s): City Councilmember Rachel Bly and Mayor Dan Agnew
 Staff Coordinator(s): City Manager Russ Behrens and Building/Planning Director Tyler Avis

Activity	Completion Date
Form Task Force to guide this process. Work with Task Force to establish scope of the project. There are several housing projects that have been completed, several that are being developed, and a great deal of uncertainty due to the impacts of COVID-19 on the economy. Updating the housing study is a prudent step to better understand how to deploy resources.	June 1, 2020
Develop a Request for Qualifications to solicit proposals regarding qualifications of consultants to perform this study. Identify three consultants that we will invite to submit proposals.	July 1, 2020
Receive and review proposals. Task Force to make recommendation to the City Council ranking the consultants. City Council to consider proposals and presumably enter into a contract with the selected firm to perform the work.	August 1, 2020
Consultant to meet with Task Force to develop study guidelines, schedule, roles, expectations, strategies for public engagement, and expected outcomes. This will be done during the contract negotiation phase also.	September 1, 2020
Task Force and consultant work together to gather information.	October 1, 2020 to December 1, 2020
Task Force to present final draft to Mayor and City Council	December 2020
Implement housing projects that are supported by the information and recommendations included in the final study.	2021 and 2022

Ann Wingerter

From: Russ Behrens
Sent: Friday, April 24, 2020 11:30 AM
To: Dennis Reilly; Dan Agnew; Marilyn Kennett; Jordan Allsup; Jan Anderson; Duane Neff; Daniel Ramos; Ann Wingerter
Subject: 7-19 Priorities Strategic Plan

7. Work with Chamber to develop multimedia promotional items. 5 votes
Planning Committee Marilyn Kennett, Dennis Reilly, Jordan Allsup, and Sharon Mealy
8. Study solid waste/recycling solutions, etc. 5 votes.
PW & G Committee, Duane Neff and Barb Flander
9. Appoint a communications director/social media coordinator. 5 votes.
Planning Committee, Marilyn Kennett, Jordan Allsup, and Ann Wingerter
10. Support community mental health solutions. 5 votes.
Public Safety Committee, Dennis Reilly, and Mayor Agnew.
11. Update Land Use Plan and Zoning Ordinances. 4 votes.
Planning Committee, Russ Behrens, and Tyler Avis.
12. Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell. 4 votes.
Finance Committee, Russ Behrens, and Sharon Mealy.
13. Develop policy to code enforcement and contractor responsibility, especially right-of-way permits. 3 votes.
PW & G Committee, Jan Anderson, Duane Neff, Jim Brown, and Tyler Avis.
14. Develop another deep drinking well. 2 votes.
PW & G Committee, Jan Anderson, and Jim Brown.
15. Financial software that allows real time access to budget information and payroll data entry. 2 votes.
Finance Committee, Ann Wingerter, and Kim Kolars
16. Review community daycare needs. 1 vote.
Planning Committee, Jordan Allsup, and Marilyn Kennett.
17. Develop pilot program to disconnect footing drains. 0 votes.
PW & G Committee, Jan Anderson, and Daniel Ramos
18. Consider fire service fees for certain commercial and industrial properties. 0 votes.
Finance Committee, Jan Anderson, Dan Sicard, and Mayor Agnew
19. Host open houses at city facilities. 0 votes.
Planning Committee and Sharon Mealy.

Russell L. Behrens
520 4th Avenue
Grinnell, Iowa 50112
rbehrens@grinnelliowa.gov
Office: 641-236-2600
Cell: 641-990-6372
www.grinnelliowa.gov

Document 1 of 1**Source:**

Iowa Code/2013 IOWA CODE/2013 IOWA CODE/TITLE I STATE SOVEREIGNTY AND MANAGEMENT/SUBTITLE 9 RESTRAINTS ON GOVERNMENT/CHAPTER 21 OFFICIAL MEETINGS OPEN TO PUBLIC (OPEN MEETINGS)/21.5 Closed session.

21.5 Closed session.

1. A governmental body may hold a closed session only by affirmative public vote of either two-thirds of the members of the body or all of the members present at the meeting. A governmental body may hold a closed session only to the extent a closed session is necessary for any of the following reasons:

a. To review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body's possession or continued receipt of federal funds.

b. To discuss application for letters patent.

c. To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

d. To discuss the contents of a licensing examination or whether to initiate licensee disciplinary investigations or proceedings if the governmental body is a licensing or examining board.

e. To discuss whether to conduct a hearing or to conduct hearings to suspend or expel a student, unless an open session is requested by the student or a parent or guardian of the student if the student is a minor.

f. To discuss the decision to be rendered in a contested case conducted according to the provisions of [chapter 17A](#).

g. To avoid disclosure of specific law enforcement matters, such as current or proposed investigations, inspection or auditing techniques or schedules, which if disclosed would enable law violators to avoid detection.

h. To avoid disclosure of specific law enforcement matters, such as allowable tolerances or criteria for the selection, prosecution, or settlement of cases, which if disclosed would facilitate disregard of requirements imposed by law.

i. To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

j. To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

k. To discuss information contained in records in the custody of a governmental body that are confidential records pursuant to [section 22.7, subsection 50](#).

l. To discuss patient care quality and process improvement initiatives in a meeting of a public hospital or to discuss marketing and pricing strategies or similar proprietary information in a meeting of a public hospital, where public disclosure of such information would harm such a hospital's competitive position when no public purpose would be served by public disclosure. The minutes and the audio recording of a closed session under this paragraph shall be available for public inspection when the public disclosure

would no longer harm the hospital's competitive position. For purposes of this paragraph, "*public hospital*" means the same as defined in [section 249J.3](#). This paragraph does not apply to the information required to be disclosed pursuant to [section 347.13, subsection 11](#), or to any discussions relating to terms or conditions of employment, including but not limited to compensation of an officer or employee or group of officers or employees.

2. The vote of each member on the question of holding the closed session and the reason for holding the closed session by reference to a specific exemption under [this section](#) shall be announced publicly at the open session and entered in the minutes. A governmental body shall not discuss any business during a closed session which does not directly relate to the specific reason announced as justification for the closed session.

3. Final action by any governmental body on any matter shall be taken in an open session unless some other provision of the Code expressly permits such actions to be taken in closed session.

4. A governmental body shall keep detailed minutes of all discussion, persons present, and action occurring at a closed session, and shall also audio record all of the closed session. The detailed minutes and audio recording of a closed session shall be sealed and shall not be public records open to public inspection. However, upon order of the court in an action to enforce [this chapter](#), the detailed minutes and audio recording shall be unsealed and examined by the court in camera. The court shall then determine what part, if any, of the minutes should be disclosed to the party seeking enforcement of [this chapter](#) for use in that enforcement proceeding. In determining whether any portion of the minutes or recording shall be disclosed to such a party for this purpose, the court shall weigh the prejudicial effects to the public interest of the disclosure of any portion of the minutes or recording in question, against its probative value as evidence in an enforcement proceeding. After such a determination, the court may permit inspection and use of all or portions of the detailed minutes and audio recording by the party seeking enforcement of [this chapter](#). A governmental body shall keep the detailed minutes and audio recording of any closed session for a period of at least one year from the date of that meeting, except as otherwise required by law.

5. Nothing in [this section](#) requires a governmental body to hold a closed session to discuss or act upon any matter.

[C71, 73, 75, 77, §28A.3; C79, 81, §28A.5]

C85, §21.5

2002 Acts, ch [1076, §1](#); 2007 Acts, ch [63, §1, 2](#); 2008 Acts, ch [1191, §33, 99](#); 2009 Acts, ch [110, §1](#); 2011 Acts, ch [106, §5, 6, 17](#)

Referred to in [§21.3, 21.8, 22.7, 97B.8A, 203.11B, 203D.4, 279.24, 388.9, 411.5](#)

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