



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
TUESDAY, SEPTEMBER 8, 2020 AT 7:00 P.M.

VIA ZOOM

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of Agenda

Documents:

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

3. Consent Agenda

3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA 2.PDF](#)

4. Meeting Minutes/Communications

4.A. Meeting Minutes And Communications

Documents:

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

5. Committee Business

5.A. Report From The Finance Committee

5.A.1. Report From The Finance Committee

Documents:

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

5.B. Report From Public Works And Grounds Committee

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

Documents:

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

5.C. Report From Public Safety Committee

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

Documents:

[5C - PUBLIC SAFETY AGENDA AND SUPPORTING DOCUMENTS 2.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. Ordinances

6.A. Ordinances

Documents:

[6 - ORDINANCES.PDF](#)

7. Inquiries

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**TUESDAY, SEPTEMBER 8, 2020 AT 7:00 P.M.**  
VIA ZOOM

Join Zoom Meeting

<https://zoom.us/j/92282624761?pwd=UEN2VFBtb0p6K2ZEbzNta0cvc1MrZz09>

Meeting ID: 922 8262 4761

Passcode: 947109

One tap mobile

+19292056099,,92282624761#,,,,,0#,,947109# US (New York)

+13017158592,,92282624761#,,,,,0#,,947109# 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: 922 8262 4761

Passcode: 947109

Find your local number: <https://zoom.us/u/acNbDHS9gx>

### **TENTATIVE AGENDA**

---

1) **Call to Order:**

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

3) **Consent Agenda:**

1. Previous minutes as drafted from the Monday, August 17, 2020 Regular Session.
2. Previous minutes as drafted from the Monday, August 24, 2020 Special Session.
3. Previous minutes as drafted from the Wednesday, August 26, 2020 Special Session.
4. Approve city claims and payroll claims from August 4, 2020 through and including September 8, 2020 in the amount of \$1,542,073.38.
5. Accept Resignation of Volunteer Fire Fighter Ben Barr.
6. Approve Kelly Fosse as a new member of Grinnell Volunteer Fire Department.
7. Approve Liquor License renewals:
  1. Trustees of Grinnell College, 1115 8<sup>th</sup> Ave.
  2. Peace Tree Brewing Company, 923 Main St.
  3. Rabbitt's Tavern, 721 4<sup>th</sup> Ave.
  4. Lucky Cat coffee and daiquiri bar, 619 5<sup>th</sup> Ave.
  5. Hotel Grinnell (ownership change), 925 Park St.

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: August 17, 2020.
- b) Public Works & Grounds Committee minutes: August 17, 2020.
- c) Civil Service minutes: August 6, 2020.
- d) Library Board minutes: July 22, 2020.
- e) Parks & Recreation Board minutes: August 24, 2020.

5) **Committee Business:**

**A. Report from the Finance Committee**

- 1. Consider approval of resolution Ratifying the Acceptance of a Proposal to Purchase \$3,190,000 (Dollar Amount Subject to Change) General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-145).
- 2. Consider approval of resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement for \$5,000,000 General Obligation Capital Loan Notes, Series 2020A (See Resolution No. 2020-146).
- 3. Consider approval of resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for \$5,000,000 General Obligation Capital Loan Notes, Series 2020A (See Resolution No. 2020-147).
- 4. Consider approval of resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement for \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-148).
- 5. Consider approval of resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-149).
- 6. Consider approval of resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund in the amount of \$184,984.32 (See Resolution No. 2020-150).
- 7. Update on 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.
- 8. Update on Strategic Plan Initiative #3 and Action Plan: Update job descriptions, compensation study, and success planning.
- 9. Update on Strategic Plan Initiative #12: Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell.
- 10. Update on Strategic Plan Initiative #15: Financial software that allows real time access to budget information and payroll data entry.
- 11. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-151).

12. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-152).

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

1. Consider resolution authorizing payment of contractor's pay request No. 8 in the amount of \$355,651.13 to Manatts, Inc. of Brooklyn, Iowa for the Runway Rehabilitation Project (See Resolution No. 2020-153).
2. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$136,916.17 to Peterson Contractors, Inc. of Reinbeck, Iowa for the 16<sup>th</sup> Avenue Culvert Project (See Resolution No. 2020-154).
3. Consider request from Joshua Burnham asking to not connect to City water and sewer at 199 – 380<sup>th</sup> Ave.
4. Review South Water Tower Site Geotechnical Investigation Findings and consider moving forward with the project.
5. Consider Windstream ROW request, Industrial Ave.
6. Consider Alliant ROW request, Penrose St. to Oak St. on Hwy 6.
7. Update on Strategic Plan Initiative #6 and Action Plan: Greatly improved sidewalks in a public / private partnership. Analyzing approach to replacement.
8. Update on Strategic Plan Initiative #13: Develop policy to code enforcement and contractor responsibility, especially right-of-way permits.
9. Update on Strategic Plan Initiative #17: Develop pilot program to disconnect footing drains.
10. Discuss work related to 2020 Derecho.
11. Discuss process and identify partners to develop a tree replanting plan.
12. Consider a moratorium on new tree plantings in the public rights-of-way until January 1, 2021.

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

1. Update on 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.
2. Update on 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.

**D. Report from the Planning Committee**

1. Update on Strategic Plan Initiative #2 and Action Plan: Strong support for initiatives that expand housing options (type, cost, location, etc.).
2. Update on Strategic Plan Initiative #7 and #9 (items were combined): Work with Chamber to develop multimedia promotional items and appoint a communications director/social media coordinator.
3. Update on Strategic Plan Initiative #11: Update Land Use Plan and Zoning Ordinances.

**6) Ordinances (third reading)**

- a) Ordinance No. 1485 - An ordinance amending the provisions pertaining to animal regulations – tampering with rabies tag (legislative update).
- b) Ordinance No. 1486 - An ordinance amending the provision pertaining to simple misdemeanor fine (legislative update).
- c) Ordinance No. 1487 - An ordinance amending the provisions pertaining to tobacco regulations

(legislative update).

7) **Inquiries:**

8) **Adjourn**



GRINNELL CITY COUNCIL REGULAR SESSION MEETING  
**MONDAY, AUGUST 17, 2020 AT 7:00 P.M.**  
IN THE COUNCIL CHAMBERS AND VIA ZOOM

<https://zoom.us/j/94534329917?pwd=aGN3SmQvU2RXbloxL1I3VTNhOWU4Zz09>

## ***MINUTES***

---

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

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

Mayor Agnew and the Council recognized Jill Crotts for her work in Central Park cleaning out flower beds and planting flowers.

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

- a) Previous minutes as drafted from the Monday, August 3, 2020 Regular Session.
- b) Accept resignation of Matthew McClenathan, Wastewater Apprentice, effective August 7, 2020.
- c) Accept resignation of Bryce Doane, Patrol Officer, effective September 4, 2020.
- d) Review Campbell Fund requests.

AYES: 6-0. Motion carried.

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

- a) Special Council minutes (no quorum): August 5, 2020.
- b) Finance Committee minutes: August 3, 2020.
- c) Public Works & Grounds Committee minutes: August 3, 2020.
- d) Public Safety Committee minutes: August 3, 2020.
- e) Planning Committee minutes: August 3, 2020.
- f) July 2020 Treasurer's Report.
- g) July 2020 Monthly Police Report.
- h) July 2020 Monthly Building Permit Report.
- i) July 2020 Central Park Campaign Report.
- j) July 2020 Skatepark Campaign Report.
- k) July 2020 Veterans Memorial Building Campaign Report.

## **FINANCE COMMITTEE**

Wray made the motion, second by White to approve Resolution No. 2020-133 – A resolution

approving and authorizing execution of a consent to change in member ownership of Grinnell Center, LLC. AYES: 6-0. Motion carried.

Wray made the motion, second by Bly to approve Resolution No. 2020-134 - A resolution approving Tax Abatement application for Amendment No. 3 for Roy Huddleston, 1015 Chatterton Street. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2020-135 - A resolution for June monthly internal transfers of funds. AYES: 6-0. Motion carried.

Wray made the motion, second by Bly to approve Resolution No. 2020-136 – A resolution for monthly internal transfers of funds. AYES: 6-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2020-137 - A resolution for monthly transfers of funds for trust and agency. AYES: 6-0. Motion carried.

## **PUBLIC WORKS AND GROUNDS COMMITTEE**

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2020-138 – a resolution approving Change Order No. 2 for the 16th Avenue Culvert Replacement Project. AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by Wray to approve Resolution No. 2020-128 – A resolution approving an agreement with Republic Services of Iowa for the hauling away of recyclable materials. AYES: 6-0. Motion carried.

City Manager, Russ Behrens, provided an update on storm cleanup.

## **PUBLIC SAFETY COMMITTEE**

No meeting was held.

## **PLANNING COMMITTEE**

No meeting was held.

## **ORDINANCES**

White made the motion, second by Hueftle-Worley to approve the second reading of Ordinance No. 1485 - An ordinance amending the provisions pertaining to animal regulations – tampering with rabies tag (legislative update). AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by White to approve the second reading of Ordinance No. 1486 - An ordinance amending the provision pertaining to simple misdemeanor fine (legislative update). AYES: 6-0. Motion carried.

Hueftle-Worley made the motion, second by White to approve the second reading of Ordinance No. 1487 - An ordinance amending the provisions pertaining to tobacco regulations (legislative update). AYES: 6-0. Motion carried.

## **INQUIRIES**

Mayor Agnew stated that in his June 13, 2020, reading of an Equity in Service Delivery Statement he had hoped to have a taskforce of stakeholders together to start discussing these items. He asked that the Council and community provide him with names of individuals that they feel would be good to have on this taskforce. Once the taskforce of a dozen individuals is set, he will bring the list back to the Council.

## **ADJOURNMENT**

The Mayor declared the meeting adjourned at 7:30 p.m.

---

DAN F. AGNEW, MAYOR

ATTEST:

---

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL CITY COUNCIL SPECIAL SESSION MEETING  
MONDAY, AUGUST 24, 2020 at 11:00 A.M.  
IN THE COUNCIL CHAMBERS AND VIA ZOOM**

<https://zoom.us/j/93492108692?pwd=YjV6QjJuSVZ4akJyQmRzaUJuMGN3dz09>

**MINUTES**

---

Mayor Agnew (via Zoom) called the meeting to order at 11:00 a.m. with the following council members in attendance: White, Davis (via Zoom), Wray, Gaard. Absent: Bly, Hueftle-Worley.

White made the motion, second by Gaard to approve the agenda. AYES: 4-0. Motion carried.

Wray made the motion, second by White, to approve Resolution No. 2020-139 – A resolution directing the acceptance of a proposal to purchase \$4,765,000 (dollar amount subject to change) GO Capital Loan Notes. AYES: 4-0. Motion carried.

Wray made the motion, second by White, to approve Resolution No. 2020-140 - A resolution directing the acceptance of a proposal to purchase \$3,190,000 (dollar amount subject to change) GO Refunding Capital Loan Notes. AYES: 4-0. Motion carried.

Wray made the motion, second by Davis, to approve Resolution No. 2020-141 – A resolution authorizing the redemption of outstanding GO Capital Loan Notes, Series 2009, and directing notice be given. AYES: 4-0. Motion carried.

Wray made the motion, second by White to approve Resolution No. 2020-142 – A resolution authorizing the redemption of outstanding GO Capital Loan Notes, Series 2013B, and directing notice be given. AYES: 4-0. Motion carried.

White made the motion, second by Wray to approve Resolution No. 2020-143 – A resolution to pay out 5 weeks of vacation for City Manager, Russ Behrens. AYES: 4-0. Motion carried.

White made the motion, second by Davis to approve allowing employees to carry over vacation due to Derecho cleanup, COVID-19, staffing shortages, and injuries. AYES: 4-0. Motion carried.

There were no inquiries.

The Mayor declared the meeting adjourned at 11:25 a.m.

---

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL CITY COUNCIL SPECIAL SESSION MEETING  
WEDNESDAY, AUGUST 26, 2020 at 1:00 P.M.  
VIA ZOOM**

<https://zoom.us/j/94105060080?pwd=Nm9qWGZkOVpXU1JFamw2M0M2Wndzdz09>

**MINUTES**

---

Mayor Agnew called the meeting to order at 1:00 p.m. with the following council members in attendance: White, Bly, Wray, Gaard. Absent: Davis, Hueftle-Worley.

White made the motion, second by Gaard to approve the agenda. AYES: 4-0. Motion carried.

Wray made the motion, second by White, to approve Resolution No. 2020-144 – A resolution ratifying the acceptance of a proposal to purchase \$4,765,000 (dollar amount subject to change) General Obligation Capital Loan Notes, Series 2020A. AYES: 4-0. Motion carried.

Wray made the motion, second by White, to approve Resolution No. 2020-145 – A resolution ratifying the acceptance of a proposal to purchase \$4,765,000 (dollar amount subject to change) General Obligation Capital Loan Notes, Series 2020A. AYES: 4-0. Motion carried.

There were no inquiries.

The Mayor declared the meeting adjourned at 1:04 p.m.

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

ATTEST:

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









VENDOR SET: 01 City of Grinnell, IA

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

BANK: ALL

REPORTING: PAID, UNPAID

P U B L I C A T I O N

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/04/2020 THRU 9/08/2020	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	399,904.73	399,904.73CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	1,142,735.65	0.00	1,142,735.65
VOID ITEMS	567.00CR	567.00	0.00
<b>** TOTALS **</b>	<b>1,542,073.38</b>	<b>399,337.73CR</b>	<b>1,142,735.65</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	1,142,741.06
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	5.41CR
<b>** UNPAID TOTALS **</b>	<b>1,142,735.65</b>

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	8/04/2020 THRU 9/08/2020	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	209,335.94
002	VETERANS MEM - GEN	4,155.27
003	LIBRARY - GENERAL FUND	25,502.50
009	SPORTS AUTHORITY - GEN	300.00
010	BUILDING & PLANNING - GEN	12,940.32
110	ROAD USE FUND - SPEC REV	304,007.26
112	T&A EMP BEN- SPEC REV	99,036.24
121	LOCAL OPTION SALES TAX	7,500.00
131	CDBG COVID GRANT - GEN	16,382.76
138	MED INS RESERVE - SPEC RV	8,842.43
140	MFPRSI MED ONLY - SPEC RV	2,610.39
145	HOTEL/MOTEL TAX - SPC REV	4,246.31
167	LIBRARY GIFTS - SPEC REV	361.11
200	DEBT SERV -	16,500.00
305	HWY 6 WA MAIN RELOCATE	117.00
315	CLNS FY 19-20	9,644.32
318	REED STREET (1ST TO 6TH)	4,194.84
319	PARK STREET PROJECTS	15,685.65
320	SE SEWER LINING & MANHOLE	1,624.50
350	AIRPORT DEV - CAP PROJ	382,344.21
361	STORM WA QUALITY PROJECTS	3,323.86
367	CLNS FY 20-21 - CAP PROJ	1,593.66
371	WATER TOWER PROJECT	724.00
373	8TH AVENUE STR CONST PROJ	9,225.34
377	16TH AVE BOX CULVERT	138,142.42
494	SAN EQMT REP FUND-SP RV	2,637.32
610	WATER FUND	109,245.60
620	SEWER OPERATION AND MAINT	53,722.05
630	STORM SEWER FUND	36,969.08
670	SOLID WASTE	61,159.00

GRAND TOTAL 1,542,073.38

**Applicant License Application ( LC0033426 )**

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

**Contact Person**

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

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

**Term:**12 months

**Effective Date:** 10/01/2019

**Expiration Date:** 09/30/2020

**Privileges:**

Catering Privilege

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

**James Mulholland**

**First Name:** James

**Last Name:** Mulholland

**City:** Grinnell

**State:** Iowa

**Zip:** 50112

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** No

**Insurance Company Information**

<b>Insurance Company:</b>	<u>Scottsdale Insurance Company</u>		
<b>Policy Effective Date:</b>	<u>10/01/2019</u>	<b>Policy Expiration</b>	<u>10/01/2020</u>
<b>Bond Effective</b>		<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>		<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective Date</b>		<b>Temp Transfer Expiration Date:</b>	



**Applicant License Application ( LC0043846 )**

<b>Name of Applicant:</b> <u>Peace Tree Brewing Company</u>		
<b>Name of Business (DBA):</b> <u>Peace Tree Brewing Company</u>		
<b>Address of Premises:</b> <u>923 Main Street</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Iowa</u>	<b>Zip:</b> <u>50112</u>
<b>Business</b>	<u>(641) 260-8067</u>	
<b>Mailing</b>	<u>107 W Main Street</u>	
<b>City</b> <u>Knoxville</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50138</u>

**Contact Person**

<b>Name</b> <u>Megan McKay</u>	
<b>Phone:</b> <u>(641) 230-0468</u>	<b>Email</b> <u>megan@peacetreebrewing.com</u>

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

**Term:**12 months

**Effective Date:** 09/19/2019

**Expiration Date:** 09/18/2020

**Privileges:**

Brew Pub

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

**Megan McKay**

**First Name:** Megan

**Last Name:** McKay

**City:** Knoxville

**State:** Iowa

**Zip:** 50138

**Position:** President

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Nationwide Mutual Insurance Co.</u>	
<b>Policy Effective Date:</b> <u>09/19/2019</u>	<b>Policy Expiration</b> <u>09/19/2020</u>
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective Date</b>	<b>Temp Transfer Expiration Date:</b>



**Applicant License Application ( LC0026706 )**

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

**Contact Person**

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

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

**Term:**12 months

**Effective Date:** 10/01/2019

**Expiration Date:** 09/30/2020

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Outdoor Service

Sunday Sales

**Status of Business**

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

**Ownership**

**Ron Crawford**

**First Name:** Ron                      **Last Name:** Crawford  
**City:** Grinnell                      **State:** Iowa                      **Zip:** 50112  
**Position:** Owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Debra Yaklin**

**First Name:** Debra                      **Last Name:** Yaklin  
**City:** Grinnell                      **State:** Iowa                      **Zip:** 50112  
**Position:** Owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Founders Insurance Company

**Policy Effective Date:** 10/01/2019

**Policy Expiration** 10/01/2020

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective Date:**

**Temp Transfer Expiration Date:**

**Applicant License Application ( )**

<b>Name of Applicant:</b> <u>Lucky Cat LLC</u>		
<b>Name of Business (DBA):</b> <u>Lucky Cat coffee and daiquiri bar</u>		
<b>Address of Premises:</b> <u>619 5th ave</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Iowa</u>	<b>Zip:</b> <u>50112</u>
<b>Business</b>	<u>(641) 373-1567</u>	
<b>Mailing</b>	<u>619 5th ave</u>	
<b>City</b> <u>Grinnell</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50112</u>

**Contact Person**

<b>Name</b> <u>Sam Cox</u>	
<b>Phone:</b> <u>(641) 373-1567</u>	<b>Email</b> <u>saintsrest123@gmail.com</u>

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

**Term:**12 months

**Effective Date:** 09/22/2020

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

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

**Ownership**

**Sandra Cox**

**First Name:** Sandra                      **Last Name:** Cox  
**City:** grinnell                              **State:** Iowa                              **Zip:** 50112  
**Position:** owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Shawn Cox**

**First Name:** Shawn                      **Last Name:** Cox  
**City:** grinnell                              **State:** Iowa                              **Zip:** 50112  
**Position:** owner  
**% of Ownership:** 50.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Casualty Co</u>
-------------------------------------------------------

**Policy Effective Date:** 09/22/2020

**Policy Expiration** 09/21/2021

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

**Applicant License Application ( LB0002133 )**

<b>Name of Applicant:</b> <u>Grinnell Center LLC</u>		
<b>Name of Business (DBA):</b> <u>Hotel Grinnell</u>		
<b>Address of Premises:</b> <u>925 Park St</u>		
<b>City</b> <u>Grinnell</u>	<b>County:</b> <u>Poweshiek</u>	<b>Zip:</b> <u>50112</u>
<b>Business</b> <u>(641) 236-9250</u>		
<b>Mailing</b> <u>925 Park St</u>		
<b>City</b> <u>Grinnell</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50112</u>

**Contact Person**

<b>Name</b> <u>Angela Harrington</u>		
<b>Phone:</b> <u>(641) 990-8222</u>	<b>Email</b> <u>amelia@hotelgrinnell.com</u>	

**Classification** Class B Liquor License (LB) (Hotel/Motel)

**Term:** 12 months

**Effective Date:** 08/28/2021

**Expiration Date:**

**Privileges:**

Class B Liquor License (LB) (Hotel/Motel)

**Status of Business**

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

**Ownership**

**Angela Harrington**

**First Name:** Angela                      **Last Name:** Harrington  
**City:** Grinnell                      **State:** Iowa                      **Zip:** 50112  
**Position:** Owner/Operator  
**% of Ownership:** 100.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Illinois Casualty Co</u>		
<b>Policy Effective Date:</b> <u>08/28/2020</u>	<b>Policy Expiration</b> <u>08/28/2021</u>	
<b>Bond Effective</b>	<b>Dram Cancel Date:</b>	
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>	
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>	



**Grinnell FINANCE COMMITTEE Meeting**  
**MONDAY, AUGUST 17, 2020 AT 8:00 A.M.**  
**IN LARGE CONFERENCE ROOM**  
**2ND FLOOR OF CITY HALL**

**MINUTES**

---

**ROLL CALL:** Wray (Chair), White, Bly. Also present: Mayor Agnew, Angela Harrington, Russ Behrens, and Ann Wingerter.

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

**COMMITTEE BUSINESS:**

**A. Report from the Finance Committee**

1. White made the motion, second by Bly to approve Resolution No. 2020-133 - A resolution approving and authorizing execution of a consent to change in member ownership of Grinnell Center, LLC. AYES: 3-0. Motion carried.
2. Bly made the motion, second by White to approve Resolution No. 2020-134 – A resolution approving Tax Abatement application for Amendment No. 3 for Roy Huddleston, 1015 Chatterton Street. AYES: 3-0. Motion carried.
3. White made the motion, second by Bly to approve Resolution No. 2020-135 resolution for June monthly internal transfers of funds. AYES: 3-0. Motion carried.
4. Bly made the motion, second by White to approve Resolution No. 2020-136 – A resolution for monthly internal transfers of funds. AYES: 3-0. Motion carried.
5. White made the motion, second by Bly to approve Resolution No. 2020-137 – A resolution for monthly transfers of funds for trust and agency. AYES: 3-0. Motion carried.

**INQUIRIES:** None.

The meeting was adjourned.

---

JO WRAY, CHAIR

ATTEST:

---

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**Grinnell PUBLIC WORKS AND GROUNDS Meeting**  
**MONDAY, JULY 20, 2020 AT 6:15 P.M.**  
**IN THE COUNCIL CHAMBERS AND VIA ZOOM**

<https://zoom.us/j/91417800263?pwd=TkZ4LzEvMzU1d3g5bTZmUTVBa0xXZz09>

***MINUTES***

---

**ROLL CALL:** Hueftle-Worley (Chair), Wray. Absent: Gaard. Also present were: Mayor Agnew, Jim White, Rachel Bly, Russ Behrens, and Ann Wingerter

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

**COMMITTEE BUSINESS:**

1. Wray made the motion, second by Hueftle-Worley to approve Resolution No. 2020-138 – A resolution approving Change Order No. 2 for the 16th Avenue Culvert Replacement Project. AYES: 2-0. Motion carried.
2. Wray made the motion, second by Hueftle-Worley to approve Resolution No. 2020-128 - A resolution approving an agreement with Republic Services of Iowa for the hauling away of recyclable materials. AYES: 2-0. Motion carried.
3. Russ Behrens provided an update on storm cleanup.

**INQUIRIES:** None.

The meeting was adjourned.

---

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

---

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



Grinnell CIVIL SERVICE COMMISSION Meeting  
August 6, 2020 at 9:00 A.M.  
CITY HALL - ATRIUM  
520 4<sup>TH</sup> AVENUE

## *MINUTES*

---

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

Meeting called to order at 9 a.m.

**PERFECTING AND APPROVAL OF AGENDA:** Motion by Bernemann to approve agenda, second by Thompson. Motion carried.

### **NEW BUSINESS:**

1. Consider approval of the Chief of Police recruitment and hiring process – Advertisement with Sept. 18, 2020 deadline, screening, testing for Iowa Certification tentatively set for Oct. 23/24, 2020, conditional offer with Nov. 2, 2020 city council approval. Motion to approve process by Carberry, second by Appleton, motion carried.

### **OLD BUSINESS:**

**INQUIRIES:** none

**ADJOURNMENT:** Meeting adjourned at 10:15 a.m., motion by Carberry, second by Bernemann

**MINUTES of the DRAKE COMMUNITY LIBRARY BOARD OF TRUSTEES**

**July 22, 2020, 5:15 p.m**

**Electronic Meeting**

**made available via Zoom from the online City Agenda Center**

**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 5:18 p.m.

**APPROVAL OF AGENDA:** McFee moved and Elfenbein 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    \_n/a\_Hammond    \_Aye\_McFee    \_Aye\_Pagliai  
                  \_Aye\_Rudolph    \_n/a\_Swick

**APPROVAL OF MINUTES:** Hardin moved and Rudolph seconded approval of the June 24, 2020 Regular Board Meeting minutes.

Roll call vote: \_Aye\_Elfenbein    \_Aye\_Hardin    \_n/a\_Hammond    \_Aye\_McFee    \_Aye\_Pagliai  
                  \_Aye\_Rudolph    \_n/a\_Swick

**COMMUNICATIONS:**

1. No report from Greater Poweshiek Community Foundation due to year-end auditing practices.

**REPORT OF DIRECTOR:**

1. Statistical reports for June were reviewed. The library was closed to foot traffic and began providing curbside delivery and access to two Internet work stations to the public June 3<sup>rd</sup>. A total of 2,962 physical items were checked out in June. This represents 34% of normal circulation when compared to 8,570 items checked out in June, 2019. Use of eResources remained strong showing 1,913 downloads in June 2020 compared to 1,368 downloads in June 2019 for a 28% increase. 227 Internet sessions took place in June.

2. Public Services installed the flagpole at the Park Street entrance to the library parking lot on July 17. Library staff receive flag notifications from Governor Reynold's office and will respond accordingly.

3. Geothermal pumps #1 and #2 were replaced by S&S Plumbing on July 16.

4. The library will resume delivery of books to homebound individuals in August. Kennett will create a temporary policy to allow for limited use of the community room on Thursday evenings under social distancing conditions beginning in September. Library hours of operation would be extended to include Thursday evenings. Temporary policy will be considered by trustees at regular meeting August 26.

**COMMITTEE REPORTS:**

*Building & Grounds* – Hardin submitted press release regarding the flag installation for Kennett to distribute to local media.

*Finance, Salary, & Personnel* – none

Long Range Planning – none

Policy – none

**TRUSTEE REPORTS:** None.

**FINANCIAL REPORT AND APPROVAL OF BILLS:** Financials were reviewed. Rudolph moved and Elfenbein seconded the approval of bills payable in August.

Roll call vote: \_Aye\_ Elfenbein \_Aye\_ Hardin \_n/a\_ Hammond \_Aye\_ McFee \_Aye\_ Pagliai  
\_Aye\_ Rudolph \_n/a\_ Swick

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Job descriptions for all library positions were reviewed. Restructuring of positions, within budgetary constraints, has resulted in the creation of Assistant Director, Adult Services Coordinator, and Youth Services Coordinator positions. The Assistant Director serves a dual role encompassing the responsibilities of Youth Services Director. Hardin moved and McFee seconded approval of all job descriptions.

Roll call vote: \_Aye\_ Elfenbein \_Aye\_ Hardin \_n/a\_ Hammond \_Aye\_ McFee \_Aye\_ Pagliai  
\_Aye\_ Rudolph \_n/a\_ Swick

**TRUSTEE CONTINUING EDUCATION:** Trustees are taking part in the “Board Room 2020” series provided by the State Library of Iowa.

Hardin moved and Rudolph seconded adjournment.

Meeting adjourned at 6:15 p.m.

Next meeting: August 26, 2020 at 5:15 p.m.

Theresa Pagliai  
Library Board President

Marilyn Kennett, Director  
Recording Secretary





Grinnell PARKS AND RECREATIONS BOARD meeting  
MONDAY, AUGUST 24<sup>TH</sup>, 2020 AT 7:00 P.M.  
Via Zoom

Tentative agenda

---

ROLL CALL: Lisa Lindley, Ralph Eyberg, Whitney Jensen, Allison Haack and Jordan Allsup.  
Absent: Russ Crawford, Ray Spriggs, Sabrina Edsen

APPROVE AGENDA: At 7:08pm Lindley made the motion to approve agenda, second by Eyberg to approve the agenda. AYES: All. Motion carried.

APPROVE MEETING MINUTES: Eyberg made the motion, second by Jensen to approve July 13<sup>th</sup>, 2020 meeting minutes. AYES: All. Motion carried.

OLD BUSINESS:

1. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2020-2021 fiscal year
  - **Parks and Cemetery Vegetation – Eyberg-** Numerous trees are now damaged or down because of the storm on August 10<sup>th</sup> in all City Parks. An estimated number of 150 trees were lost or have severe canopy loss in the parks. Clean up continues in the parks with first pass of clean up to bigger debris being completed soon. No action necessary.
  - **Bailey Park– Allsup-** Seeking an estimate on the Bailey Park shelter from another contractor to gauge a budget for the project. No action necessary.
  - **Parks to do list- Allsup/Neff-** No update at this time. No action necessary.
2. Recreation- Recreation Soccer League and Flag Football league are in organizations with skill assessments happening this past week. Fall/Winter Activity Guide is in preparation stage and should be released digitally to the public in the coming weeks. No action necessary.
3. Aquatics- Due to the Storm on August 10<sup>th</sup> the Grinnell Mutual Family Aquatic Center was in a forced shut down for a week. With the Grinnell-Newburg School District having to push back the start date it allowed for additional staffing to have the Aquatic Center open until September 4<sup>th</sup>. No action necessary.

NEW BUSINESS:

1. Stencil at Bailey Park- Jensen made the motion not to allow permanent stenciling of Tiger Paws on the Bailey Park sidewalk. Second by Eyberg. AYES: All. Motion carried.
2. Van Horn Basketball Court- Lindley made the motion to place the resurfacing of the Van Horn basketball court as a future project at a later date. Second by Eyberg. AYES: All. Motion carried.

NOTES:

INQUIRES:

ADJOURN: Eyberg made the motion at 7:36pm to adjourn the meeting, second by Lindley. AYES: All. Motion carried.

---

Parks and Recreation Director  
Jordan Allsup



**Grinnell FINANCE COMMITTEE Meeting**  
**TUESDAY, SEPTEMBER 8, 2020 AT 8:00 A.M.**  
**VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/91573360381?pwd=KzMwdy90VzJ1QVQwYkJKVjVsc0lrQT09>

Meeting ID: 915 7336 0381

Passcode: 936249

One tap mobile

+19292056099,,91573360381#,,,,,0#,,936249# US (New York)

+13017158592,,91573360381#,,,,,0#,,936249# 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: 915 7336 0381

Passcode: 936249

Find your local number: <https://zoom.us/u/abUmiFV10y>

## ***TENTATIVE AGENDA***

---

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

## **PERFECTING AND APPROVAL OF AGENDA:**

### **COMMITTEE BUSINESS:**

1. Consider approval of resolution Ratifying the Acceptance of a Proposal to Purchase \$3,190,000 (Dollar Amount Subject to Change) General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-145).
2. Consider approval of resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement for \$5,000,000 General Obligation Capital Loan Notes, Series 2020A (See Resolution No. 2020-146).
3. Consider approval of resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for \$5,000,000 General Obligation Capital Loan Notes, Series 2020A (See Resolution No. 2020-147).
4. Consider approval of resolution Appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and

Authorizing the Execution of the Agreement for \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-148).

5. Consider approval of resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate for \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B (See Resolution No. 2020-149).
6. Consider approval of resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund in the amount of \$184,984.32 (See Resolution No. 2020-150).
7. Update on 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.
8. Update on Strategic Plan Initiative #3 and Action Plan: Update job descriptions, compensation study, and success planning.
9. Update on Strategic Plan Initiative #12: Consider ways to utilize Campbell Fund to address root problems of poverty in Grinnell.
10. Update on Strategic Plan Initiative #15: Financial software that allows real time access to budget information and payroll data entry.
11. Consider resolution for monthly internal transfers of funds (See Resolution No. 2020-151).
12. Consider resolution for monthly transfers of funds for trust and agency (See Resolution No. 2020-152).

**INQUIRIES:**

**ADJOURN:**

**RESOLUTION NO. 2020-145**

**RESOLUTION RATIFYING THE ACCEPTANCE OF A  
PROPOSAL TO PURCHASE \$3,190,000 (DOLLAR  
AMOUNT SUBJECT TO CHANGE) GENERAL  
OBLIGATION REFUNDING CAPITAL LOAN NOTES,  
SERIES 2020B**

WHEREAS, the City of Grinnell, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, by Resolution No. 2020-140, adopted August 24, 2020, this Council directed the acceptance of a proposal to purchase \$3,190,000 (Dollar Amount Subject to Change) General Obligation Refunding Capital Loan Notes, Series 2020B; and

WHEREAS, said resolution provides that the Mayor and City Clerk are authorized and directed to negotiate the final terms; and

WHEREAS, the Mayor and City Clerk have now completed such negotiations and the Council desires to ratify such actions of the Mayor and City Clerk and confirm acceptance of the proposal; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$3,125,000 as authorized by Sections 384.24A and 384.25, Code of Iowa as amended; and

WHEREAS, a proposal has been received from D.A. Davidson & Co. of Des Moines, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated August 24, 2020.

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

Section 1. That this City Council does hereby ratify all actions of the Mayor and City Clerk and hereby confirms acceptance of the proposal as set forth in Resolution No.2020-140, adopted August 24, 2020.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 26th day of August, 2020.

---

Mayor

ATTEST:

---

City Clerk

CERTIFICATE

STATE OF IOWA

COUNTY OF POWESHIEK

)

) SS

)

I, the undersigned City Clerk of the City of Grinnell, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 26th day of August, 2020.

(SEAL)

---

City Clerk, City of Grinnell, State of Iowa

RESOLUTION NO. 2020-146

RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN,  
NEBRASKA, TO SERVE AS PAYING AGENT, NOTE  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE  
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER  
AGENT AGREEMENT AND AUTHORIZING THE  
EXECUTION OF THE AGREEMENT

WHEREAS, \$5,000,000 General Obligation Capital Loan Notes, Series 2020A, dated September 24, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by BOKF, N.A. of Lincoln, Nebraska, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and BOKF, N.A.

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

1. That BOKF, N.A. of Lincoln, Nebraska, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$5,000,000 General Obligation Capital Loan Notes, Series 2020A, dated September 24, 2020.

2. That the Agreement with BOKF, N.A. of Lincoln, Nebraska, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 8th day of September, 2020.

---

Mayor

ATTEST:

---

City Clerk

RESOLUTION NO. 2020-147

RESOLUTION APPROVING AND AUTHORIZING A FORM OF  
LOAN AGREEMENT AND AUTHORIZING AND PROVIDING  
FOR THE ISSUANCE OF \$5,000,000 GENERAL OBLIGATION  
CAPITAL LOAN NOTES, SERIES 2020A, AND LEVYING A TAX  
TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION  
CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$5,000,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally

executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Grinnell, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$5,000,000 General Obligation Capital Loan Notes, Series 2020A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
  - "Paying Agent" shall mean BOKF, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
  - "Project" shall mean the aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403.
  - "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
  - "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
  - "Registrar" shall mean BOKF, N.A. of Lincoln, Nebraska, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Clerk/Finance Officer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Grinnell, State of Iowa, to-wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION</u>
\$ 68,611.11*	2020/2021
\$ 100,000*	2021/2022
\$ 175,000	2022/2023
\$ 173,500	2023/2024
\$ 842,000	2024/2025
\$ 842,100	2025/2026
\$ 841,900	2026/2027
\$1,281,400	2027/2028
\$1,366,800	2028/2029

\*Payable from the Capitalized Interest Fund.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Poweshiek County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest and capitalized interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Capitalized Interest Fund. There is hereby created a special capitalized interest fund known as the "CAPITALIZED INTEREST FUND – 2020A" into which fund there shall be deposited \$168,611.11 of Bond proceeds, which fund is hereby pledged to pay interest payments on the 2020A Notes coming due on June 1, 2021 and June 1, 2022. Lender shall be authorized to draw upon said Capitalized Interest Fund for the purpose of making payment of the amount of interest falling due on the 2020A General Obligation Capital Loan Notes.

Section 6. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$5,000,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2020A", be dated September 24, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$ 75,000	2.000%	2023
\$ 75,000	2.000%	2024
\$ 745,000	2.000%	2025
\$ 760,000	2.000%	2026
\$ 775,000	2.000%	2027
\$1,230,000	2.000%	2028
\$1,340,000	2.000%	2029

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

c) Urban Renewal Purposes.

The Notes are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Notes shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any note issued hereunder or the security therefor, such Note shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 8. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the BOKF, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its

nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 9. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. BOKF, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be

satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer,

whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 10. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 11. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 12. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 13. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 14. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF  
POWESHIEK" "CITY  
OF GRINNELL"  
"GENERAL OBLIGATION CAPITAL LOAN  
NOTE" "SERIES 2020A"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: September 24, 2020  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Grinnell, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of BOKF, N.A., Lincoln, Nebraska, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30- day months.

This Note is issued pursuant to the provisions of Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed

and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by BOKF, N.A., Lincoln, Nebraska, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any note issued hereunder or the security therefor, such Note shall be conclusively deemed to have been issued for such purpose and such

project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, BOKF, N.A., Lincoln, Nebraska.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by BOKF, N.A.

BOKF, N.A., Registrar  
Lincoln, Nebraska  
68508

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

Authorized Signature

Registrar and Transfer Agent: BOKF, N.A.

Paying Agent: BOKF, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF GRINNELL, STATE OF IOWA

By: (manual or facsimile signature)

Mayor

ATTEST:

By: (manual or facsimile signature)

City Clerk

(Information Required for Registration)

### ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto  
\_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_)  
the within Note and does hereby irrevocably constitute and appoint attorney in fact to  
transfer the said Note on the books kept for registration of the within Note, with full power  
of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Person(s) executing this Assignment sign(s) here)

SIGNATURE )

GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification \_\_\_\_\_

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE  
ABOVE LIST

(End of form of Note)

Section 15. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by

the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 16. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 17. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 18. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Finance Officer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 19. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 20. Additional Covenants, Representations and Warranties of the Issuer.

The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 21. Amendment of Resolution to Maintain Tax Exemption. This

Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 22. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax- exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 23. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 24. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 8th day of September, 2020.

---

Mayor

ATTEST:

---

City Clerk

RESOLUTION NO. 2020-148

RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN,  
NEBRASKA, TO SERVE AS PAYING AGENT, NOTE  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE  
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER  
AGENT AGREEMENT AND AUTHORIZING THE  
EXECUTION OF THE AGREEMENT

WHEREAS, \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B, dated September 24, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by BOKF, N.A. of Lincoln, Nebraska, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and BOKF, N.A.

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

1. That BOKF, N.A. of Lincoln, Nebraska, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B, dated September 24, 2020.

2. That the Agreement with BOKF, N.A. of Lincoln, Nebraska, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 8th day of September, 2020.

---

Mayor

ATTEST:

---

City Clerk

RESOLUTION NO. 2020-149

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$3,125,000 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2020B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of (a) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Capital Loan Notes, Series 2009, dated October 1, 2009; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Urban Renewal Bonds, Series 2013B, dated December 19, 2013, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$3,190,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of \$3,125,000 General Obligation Refunding Capital Loan Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of

such Note by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Current Refunded Portion" shall mean \$3,225,000 of the Notes to refund the Refunded Bonds.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Grinnell, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$3,125,000 General Obligation Refunding Capital Loan Notes, Series 2020B, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean BOKF, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean (a) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Capital Loan Notes, Series 2009, dated October 1, 2009; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Urban Renewal Bonds, Series 2013B, dated December 19, 2013.

- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Refunded Bonds" \$695,000 of the \$1,900,000 General Obligation Capital Loan Notes, Series 2009 dated October 1, 2009 and \$2,530,000 of the \$3,720,000 General Obligation Urban Renewal Bonds, Series 2013B, dated December 19, 2013.

- "Registrar" shall mean BOKF, N.A. of Lincoln, Nebraska, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the City Clerk/Finance Officer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Grinnell, State of Iowa, to-wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30)</u> <u>YEAR OF COLLECTION</u>
\$741,579*	2020/2021

\$ 703,602**	2021/2022
\$ 734,700	2022/2023
\$ 734,150	2023/2024
\$ 83,000	2024/2025
\$ 86,500	2025/2026
\$ 84,900	2026/2027
\$ 88,300	2027/2028
\$ 81,600	2028/2029

\*A levy has been included in budgets previously certified and will be used to pay the principal and interest of the Note coming due in fiscal year 2020/2021.

\*\*Excess 2020/2021 levy of \$20,748 has been deducted from 2021/2022 levy.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Poweshiek County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020B GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND

NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the

date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loan Notes of the City in the amount of \$3,125,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2020B", be dated September 24, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$680,000	3.000%	2021
\$655,000	3.000%	2022
\$685,000	3.000%	2023
\$705,000	3.000%	2024
\$155,000	2.000%	2026*
\$245,000	2.000%	2029*

\*Term Notes

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note # 1		
<u>Principal</u>	<u>Interest</u>	<u>Maturity</u>
<u>Amount</u>	<u>Rate</u>	<u>June 1st</u>
\$75,000	2.000%	2025
\$80,000	2.000%	2026*

\*Final Maturity

Term Note # 2

<u>Principal</u>	<u>Interest</u>	<u>Maturity</u>
<u>Amount</u>	<u>Rate</u>	<u>June 1st</u>
\$80,000	2.000%	2027
\$85,000	2.000%	2028
\$80,000	2.000%	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the

BOKF, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to

owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to

holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. BOKF, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such

Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar

shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF  
POWESHIEK" "CITY  
OF GRINNELL"  
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN  
NOTE" "SERIES 2020B"  
ESSENTIAL CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Note Date: September 24, 2020  
CUSIP No.: \_\_\_\_\_  
"Registered"  
Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Grinnell, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of BOKF, N.A., Lincoln, Nebraska, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30- day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of (a) the settlement, adjustment,

renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Capital Loan Notes, Series 2009, dated October 1, 2009; and (b) the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of the City including refunding of the City's General Obligation Urban Renewal Bonds, Series 2013B, dated December 19, 2013, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on June 1, 2026 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Maturity June 1st
\$75,000	2025
\$80,000	2026*

\*Final Maturity

The Notes maturing on June 1, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #2

Principal Amount	Maturity June 1st
\$80,000	2027
\$85,000	2028
\$80,000	2029*

\*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by BOKF, N.A., Lincoln, Nebraska, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be

negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, BOKF, N.A., Lincoln, Nebraska.

Date of authentication: \_\_\_\_\_

This is one of the Notes described in the within mentioned Resolution, as registered by BOKF, N.A.

BOKF, N.A., Registrar  
Lincoln, Nebraska  
68508

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

Authorized Signature

Registrar and Transfer Agent: BOKF, N.A.

Paying Agent: BOKF, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF GRINNELL, STATE OF IOWA

By: (manual or facsimile signature)

Mayor

ATTEST:

By: (manual or facsimile signature)  
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Note and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF  
TRANSFER

Name of Transferee(s) \_\_\_\_\_

Address of Transferee(s) \_\_\_\_\_

Social Security or Tax Identification

Number of Transferee(s) \_\_\_\_\_

Transferee is a(n):

Individual\* \_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Trust \_\_\_\_\_

\*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Finance Officer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the

Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$3,225,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 8th day of September, 2020.

---

Mayor

ATTEST:

---

City Clerk

RESOLUTION NO. 2020-150

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19  
GOVERNMENT RELIEF FUND**

A resolution by the City of Grinnell to request reimbursement for eligible costs related to the COVID-19 public health emergency from the Iowa COVID-19 Government Relief Fund.

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic.

WHEREAS, Governor Kim Reynolds allocated \$100 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency.

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW, THEREFORE BE IT RESOLVED, the City of Grinnell requests reimbursement of \$184,984.32 in eligible expenditures in response to the COVID-19 public health emergency.

Hereby RESOLVED but the city council of the city of on this 8th day of September, 2020.

---

Mayor

Attest:

---

City Clerk

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

### GOAL SETTING SESSION CITY OF GRINNELL- ACTION PLAN

This was identified as the 1<sup>ST</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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 3<sup>RD</sup> 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 4<sup>th</sup> Avenue  
Grinnell, Iowa 50112  
[rbehrens@grinnelliowa.gov](mailto:rbehrens@grinnelliowa.gov)  
Office: 641-236-2600  
Cell: 641-990-6372  
[www.grinnelliowa.gov](http://www.grinnelliowa.gov)

RESOLUTION NO. 2020-151

**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 - \$43,602.17

**TO FUND:**

003-3.410.3.4790 GENERAL LIBRARY - \$43,602.17

**PURPOSE OF TRANSFERS**

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

PASSED AND APPROVED this 8th day of September 2020.

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

Attest:

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

RESOLUTION NO. 2020-152

**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	\$ 21,569.36
610 WATER	Monthly Transfer	1,286.32
620 SEWER	Monthly Transfer	1,244.72
630 STORM WATER	Monthly Transfer	179.29
670 SOLID WASTE	Monthly Transfer	1,050.72
		\$ 25,330.41

**TO:**

138 MEDICAL INSURANCE RESERVE	\$ 16,458.81
140 HEALTH INSURANCE ESCROW	8,871.60
	\$ 25,330.41

**PURPOSE OF TRANSFERS**

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

PASSED AND APPROVED this 8th day of September 2020.

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

Attest:

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



**Grinnell PUBLIC WORKS AND GROUNDS Meeting  
TUESDAY, SEPTEMBER 8, 2020 AT 4:45 P.M.  
VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/98813273122?pwd=SXhYc0hrenNSV2pvVTlyODEyd0trZz09>

Meeting ID: 988 1327 3122

Passcode: 591308

One tap mobile

+19292056099,,98813273122#,,,,,0#,,591308# US (New York)

+13017158592,,98813273122#,,,,,0#,,591308# 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: 988 1327 3122

Passcode: 591308

Find your local number: <https://zoom.us/j/98813273122?pwd=SXhYc0hrenNSV2pvVTlyODEyd0trZz09>

## ***TENTATIVE AGENDA***

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

## **PERFECTING AND APPROVAL OF AGENDA:**

### **COMMITTEE BUSINESS:**

1. Consider resolution authorizing payment of contractor's pay request No. 8 in the amount of \$355,651.13 to Manatts, Inc. of Brooklyn, Iowa for the Runway Rehabilitation Project (See Resolution No. 2020-153).
2. Consider resolution authorizing payment of contractor's pay request No. 1 in the amount of \$136,916.17 to Peterson Contractors, Inc. of Reinbeck, Iowa for the 16<sup>th</sup> Avenue Culvert Project (See Resolution No. 2020-154).
3. Consider request from Joshua Burnham asking to not connect to City water and sewer at 199 – 380<sup>th</sup> Ave.
4. Review South Water Tower Site Geotechnical Investigation Findings and consider moving forward with the project.
5. Consider Windstream ROW request, Industrial Ave.

6. Consider Alliant ROW request, Penrose St. to Oak St. on Hwy 6.
7. Update on Strategic Plan Initiative #6 and Action Plan: Greatly improved sidewalks in a public / private partnership. Analyzing approach to replacement.
8. Update on Strategic Plan Initiative #13: Develop policy to code enforcement and contractor responsibility, especially right-of-way permits.
9. Update on Strategic Plan Initiative #17: Develop pilot program to disconnect footing drains.
10. Discuss work related to 2020 Derecho.
11. Discuss process and identify partners to develop a tree replanting plan.
12. Consider a moratorium on new tree plantings in the public rights-of-way until January 1, 2021.

**INQUIRIES:**

**ADJOURNMENT:**

RESOLUTION NO. 2020-153

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 8 IN THE AMOUNT OF \$355,651.13 TO MANATTS, INC OF BROOKLYN, IA FOR WORK COMPLETED ON THE RUNWAY REHABILITATION PROJECT

WHEREAS, the City of Grinnell did enter into a contract with Manatts, Inc. of Brooklyn, IA on September 6, 2018 and

WHEREAS, Pay Request No. 8 has been initiated by the City of Grinnell and Manatts Inc. of Brooklyn, IA; 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. 8; 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 \$355,651.13 to Manatts, Inc. of Brooklyn, IA.

Passed and adopted this 8th day of September 2020.

---

Dan F. Agnew, Mayor

Attest:

---

Annmarie Wingerter, City Clerk/Finance Director

RESOLUTION NO. 2020-154

A RESOLUTION AUTHORIZING PAYMENT OF CONTRACTOR'S PAY REQUEST NO. 1 IN THE AMOUNT OF \$136,916.17 TO PETERSON CONTRACTORS, INC OF REINBECK, IA FOR WORK COMPLETED ON THE 16TH AVENUE CULVERT PROJECT

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

WHEREAS, Pay Request No. 1 has been initiated by the City of Grinnell and Peterson Contractors, Inc. of Reinbeck, IA; 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. 1; and

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

Section 1. That said improvements are hereby accepted as having been substantially completed in accordance with the said plans, specifications and contract. The City Clerk is hereby authorized and directed to make payment in the amount of \$136,916.17 to Peterson Contractors, Inc. of Reinbeck, IA.

Passed and adopted this 8th day of September 2020.

---

Dan F. Agnew, Mayor

Attest:

---

Annmarie Wingerter, City Clerk/Finance Director

Joshua Burnham  
1845 4<sup>th</sup> Ave  
Grinnell, IA 50112  
641-831-9562

Date: 8/19/20

City Council  
520 4<sup>th</sup> Ave  
Grinnell, IA 50112

Subject: Request for Septic within City Limits for 199 380TH AVE, Grinnell

We are exploring the opportunity to purchase (and build a house at) the property at 199 380<sup>th</sup> Ave (which is within City limits), currently this property has no city water or city sewer. We reached out to the city via the web portal and received a reply from Tyler Avis (copied below) that we can proceed with Rural Water, but need permission from the City Council to put in a septic system, and not be hooked up to sewer. I am writing seeking that permission. Please reach out to me at the cell number above if you have any questions.

Thank you,

Josh Burnham

-----Copy of Reply from City Web Portal-----

Josh,

If there is currently septic there then you can move forward with needing nothing from us; if the septic has been removed, then the formal process is to submit a letter to City Council requesting septic be installed and that you do not wish to connect to the sanitary sewer system.

If rural water is present then additionally nothing would need to be done, however, if rural water is not present, then Rural Water needs to formally petition to the City Council to take over water service provided to this site, which would then be granted by City Council. This is because this property is within Grinnell's service area.

Feel free to let me know of any other questions.

**Tyler Avis**  
Director of Building and Planning  
City of Grinnell  
520 4th Avenue  
Grinnell, IA 50112-2043  
Office: 641.236.2600



## VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)

August 31, 2020

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

*PW+G  
Agenda*

GRINNELL, IOWA  
SOUTH WATER TOWER SITE  
GEOTECHNICAL INVESTIGATION FINDINGS

Allender Butzke Engineers Inc. conducted a geotechnical investigation of the suitability of the soils for the proposed water tower located on the east side of East Street south of Ogan Avenue. Attached is a map showing the location of the proposed water tower.

The underlying deeper soils were found to be suitable for the support of the proposed water tower. However, the soils near the surface to a depth of approximately 17 feet were found to be not as suitable. The geotechnical report recommended the water tower be supported on a ground improvement system in this area such as on compacted aggregate piers or augered cast-in-place piles.

We contacted a ground improvement system company for budgetary pricing. The estimated cost for a compacted aggregate pier system is between \$60,000 and \$80,000. When this cost is evaluated taking into account the overall total cost of the project of \$2.4 million, the cost of the aggregate pier system is not that significant.

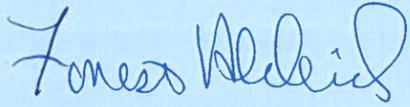
The available locations for a water tower on the south side of the City are limited because of the proximity of the airport. There is also no reason to believe the soils will be any more suitable at another site in the general vicinity of the proposed site.

We recommend the City proceed with the proposed site for the proposed water tower at the site shown on the attached map.

Russ Behrens  
August 31, 2020  
Page 2

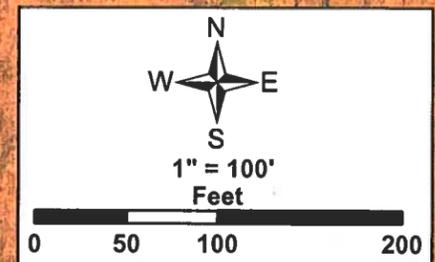
If you have any questions or comments concerning the project, please contact us at  
800-241-8000.

VEENSTRA & KIMM, INC.

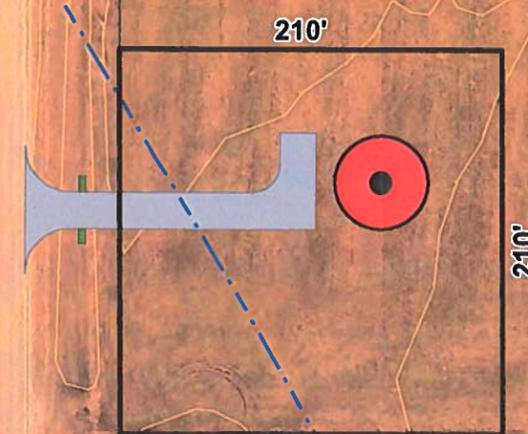


Forrest S. Aldrich

FSA:dml  
288154  
Attachment  
cc: Jan Anderson w/attachment



**Water Tower Location**  
Latitude = 41° 43' 16.1323" N  
Longitude = 92° 43' 0.8472" W  
Top of Tower Elevation = 1168.2'  
1.0 Acre



Approximate  
Airspace Perimeter

East St

**VEENSTRA & KIMM, INC.**  
PROJECT NO. 28867  
MAY 31, 2017

**PROPOSED  
WATER TOWER SITE PLAN  
GRINNELL, IOWA**

# City of Grinnell

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

OSP-21861 / WO# 71330200400000

1. Applicant: Windstream Iowa Communications, LLC 4001 N. Rodney Parham Rd  
Name Address  
Little Rock, AR 72212 501-748-7984  
City, State Zip Telephone
2. Contact Person: Kyle Petty *Kyle Petty* 4001 N. Rodney Parham Rd  
Name Address  
Little Rock, AR 72212 501-748-7984  
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**

<b>Fees:</b>	<b>Administrative Fee:</b>		<u><b>\$50.00</b></u>
	<b>Use Fee:</b>		
	<b>(No Additional Customers) Greater of \$100.00 or:</b>		
	<b>Linear Feet Within C-2:</b> _____	x \$1.00	_____
	<b>Linear Feet Outside C-2:</b> <u>580</u>	x \$0.50	<u>290</u>
		<b>Total:</b>	<u><b>\$ 340.00</b></u>

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

Date of Acceptance 8/25/2020

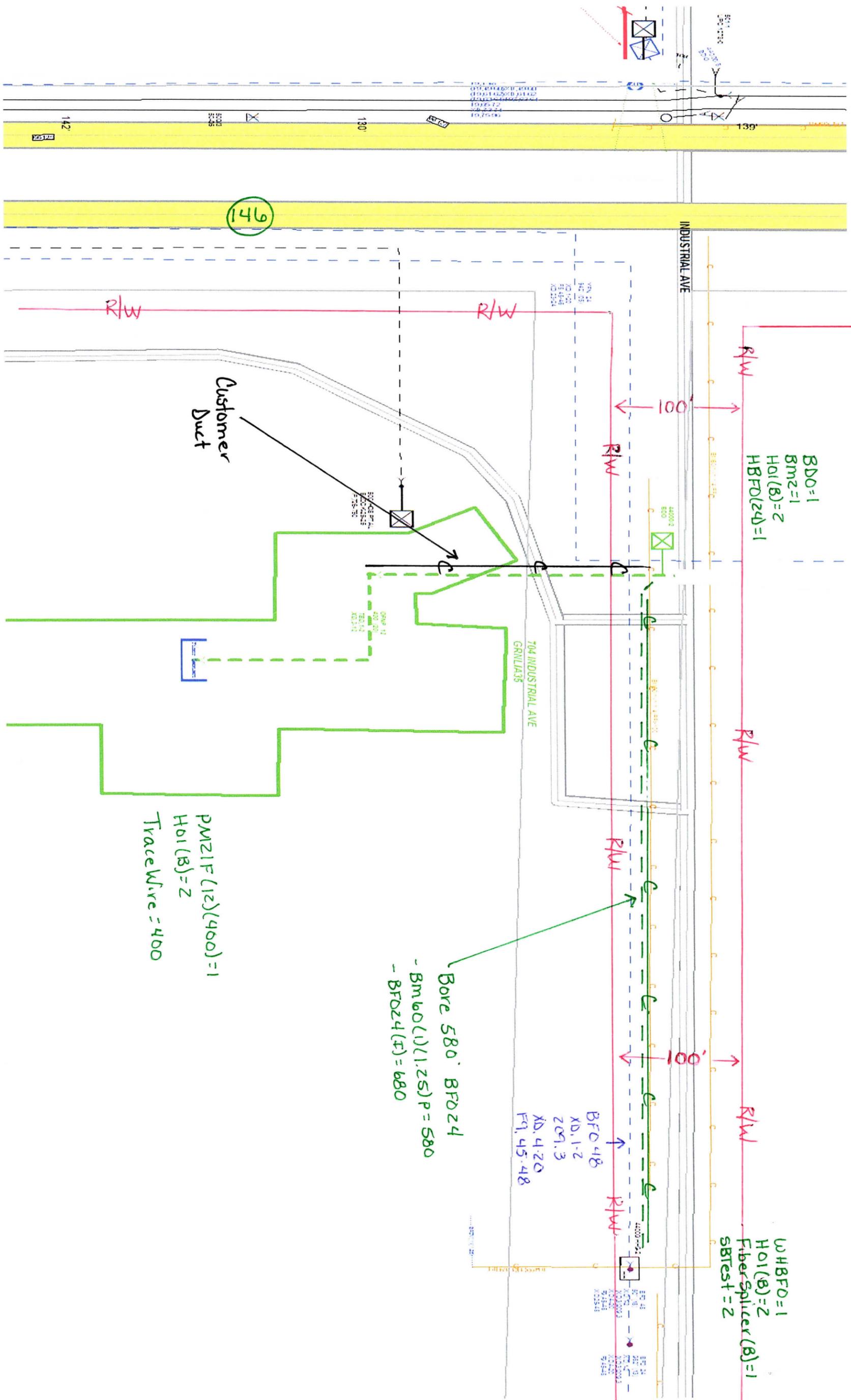
Date of Approval \_\_\_\_\_

Staff TA





CO ↑

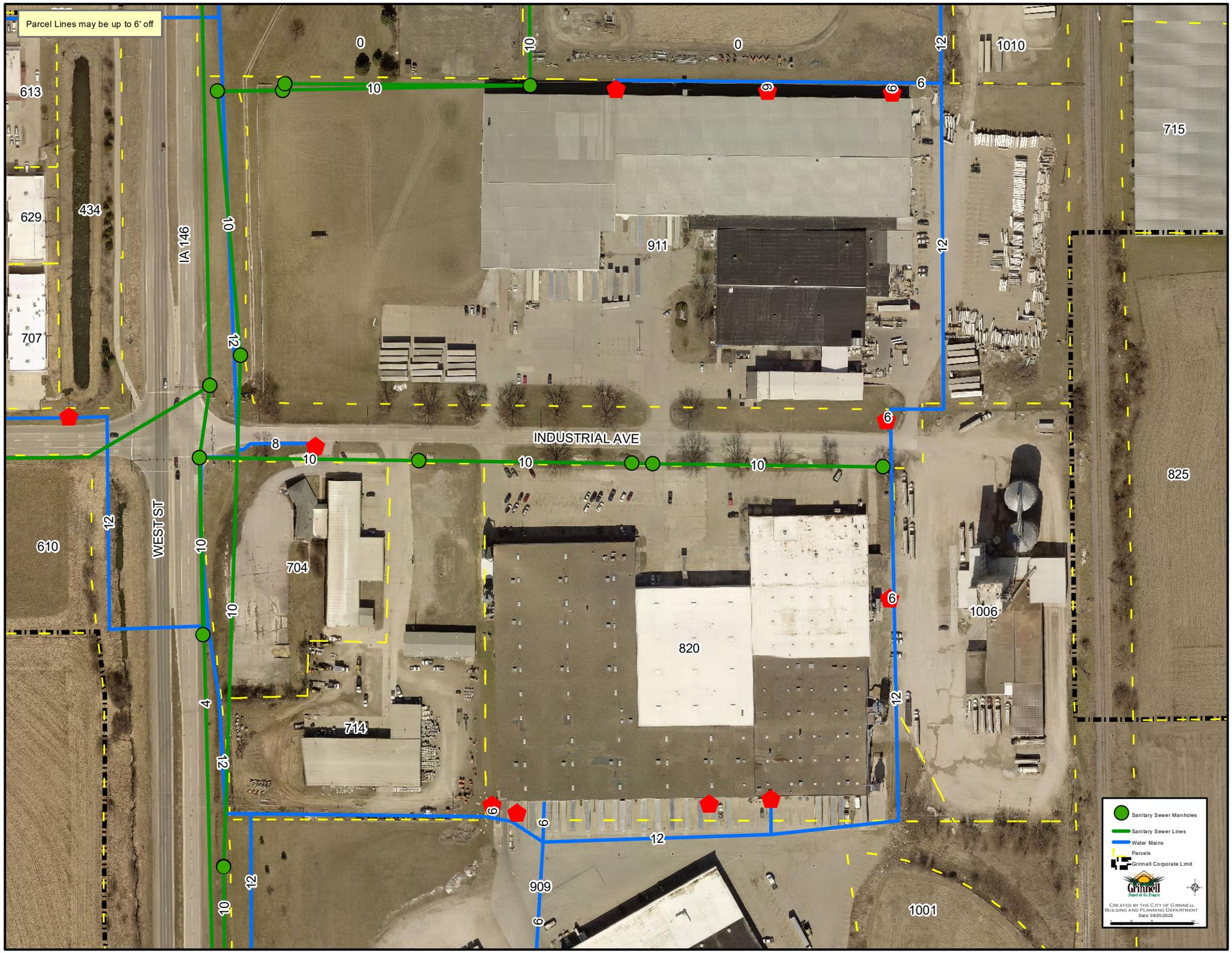


Sheet 1

713302604

Sheet Z of Z

Parcel Lines may be up to 6' off



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

CREATED BY THE CITY OF GRINNELL,  
BUILDING AND PLANNING DEPARTMENT  
Date: 08/25/2025

**APPLICATION AND AGREEMENT TO PERFORM WORK  
WITHIN STATE HIGHWAY RIGHT-OF-WAY**

**FOR DEPARTMENT USE ONLY**

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

**APPLICANT (INDIVIDUAL OR COMPANY) (ASSISTANCE FROM DEPARTMENT AVAILABLE UPON REQUEST)**

First Name Alan	Middle R	Last Name Klein	Phone Number 641-269-2903	Ext.
Company Name Alliant Energy (IPL)			Phone Number	Ext.
Street Address 1111 Pinder Ave		City/Town Grinnell	State IA	ZIP Code 50112
e-Mail Address alanklein@alliantenergy.com				

**WORK TO BE ACCOMPLISHED**  
Approval is hereby requested to enter within the state right-of-way and to complete the proposed work as detailed on the attachments and further described as follows:

STPN-006-5(24)--2J-79  
RELOCATE THE EXISTING OH POLES AND POWERLINE SOUTH APPROX 10 FEET FOR THE GRADING OF THE SOUTH ROW AND DITCH. FROM PENROSE ST TO OAK ST IN GRINNELL ON HWY 6.

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.) <http://www.iowadot.gov/traffic/pdfs/UtilityPolicy.pdf>

**WORK SITE LOCATION**

The proposed work as described above is located in Section 15, Twp. 80, Range 16 on Highway No. 6 generally located 0 (miles) EAST (direction) from PENROSE (city, county line, or other land line). Work proposed is more specifically located as being from MM187+.75 (Milepost #) and 185+40 (Highway Station) to MM188+0 (Milepost #) and 197+48 (Highway Station) on the SOUTH side of highway.

All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Iowa Department of Transportation for any materials removed from the highway right-of-way described as follows:

The following special requirements shall apply to this permit:

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

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

#### **A. General**

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

#### **B. Construction and Maintenance**

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

#### **C. Liability**

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

#### **D. Notification**

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

#### **E. Buy America**

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

**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 received 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.

Applicant Name (First, M.I., Last - Print or Type) KAY RYAN	Applicant Signature (Handwritten) 	Date 9/3/20
e-Mail Address kayryan@alliantenergy.com		

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

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

Recommend Approval     
  Do Not Recommend Approval     
  None Required

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

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

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

Recommend Approval     
  Do Not Recommend Approval     
  None Required

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

**FEDERAL HIGHWAY ADMINISTRATION ACTION  
(DEPARTMENT REPRESENTATIVE WILL REVIEW THE REQUEST AND OBTAIN FHWA ACTION, WHEN NECESSARY)**

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:

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

## 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 6<sup>TH</sup> 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 4<sup>th</sup> Avenue  
Grinnell, Iowa 50112  
[rbehrens@grinnelliowa.gov](mailto:rbehrens@grinnelliowa.gov)  
Office: 641-236-2600  
Cell: 641-990-6372  
[www.grinnelliowa.gov](http://www.grinnelliowa.gov)



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING  
TUESDAY, SEPTEMBER 8, 2020 AT 5:30 P.M.  
VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/98740950393?pwd=WS9TRVN0UHFLT3h4cEtsTVRjcFY5QT09>

Meeting ID: 987 4095 0393

Passcode: 936327

One tap mobile

+13017158592,,98740950393#,,,,,0#,,936327# US (Germantown)

+13126266799,,98740950393#,,,,,0#,,936327# 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: 987 4095 0393

Passcode: 936327

Find your local number: <https://zoom.us/u/admVhb6b1B>

***TENTATIVE AGENDA***

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

**PERFECTING AND APPROVAL OF AGENDA:**

**COMMITTEE BUSINESS:**

1. Update on 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.
2. Update on 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.

**INQUIRIES:**

**ADJOURNMENT**

**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 4<sup>th</sup> 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 5<sup>TH</sup> 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



**GRINNELL PLANNING COMMITTEE MEETING  
TUESDAY, SEPTEMBER 8, 2020 AT 6:15 P.M.  
VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/93953635532?pwd=VVdYOGFwOW5kbENiVkhPS3RNUXZJdz09>

Meeting ID: 939 5363 5532

Passcode: 100272

One tap mobile

+13126266799,,93953635532#,,,,,0#,,100272# US (Chicago)

+19292056099,,93953635532#,,,,,0#,,100272# 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: 939 5363 5532

Passcode: 100272

Find your local number: <https://zoom.us/u/ahI5hVziX>

## ***TENTATIVE AGENDA***

---

**ROLL CALL:** Bly (Chair), Davis, Gaard.

## **PERFECTING AND APPROVAL OF AGENDA**

### **COMMITTEE BUSINESS:**

1. Update on Strategic Plan Initiative #2 and Action Plan: Strong support for initiatives that expand housing options (type, cost, location, etc.).
2. Update on Strategic Plan Initiative #7 and #9 (items were combined): Work with Chamber to develop multimedia promotional items and appoint a communications director/social media coordinator.
3. Update on Strategic Plan Initiative #11: Update Land Use Plan and Zoning Ordinances.

### **INQUIRIES:**

### **ADJOURNMENT:**

**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 2<sup>ND</sup> 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

# City of Grinnell Community Development Needs Assessment

The City of Grinnell is applying for a 2020 Downtown Revitalization Phase II Facade Improvement Grant. The project target area has been identified by the city to contain a blighted economic area in accordance with Iowa Code Chapter 403. Below are community development needs for Grinnell as well as potential or planned activities to address those needs. The project in consideration for this DTR grant is included below, as well as other development needs.

## Grinnell Community Development and Housing Needs of LMI Persons

### *Housing*

- **More rental housing needed:** The 2017 Housing Study as well as the 2019 Cultural Connection Plan update found that even though more housing options are coming online in Grinnell, still more housing is needed for the student population as well as workforce.
- **Improve existing housing:** Continue improvement of housing stock.
- **Mobile home community:** There are 115 housing units at a mobile home community on the SE part of the city. The park is largely filled with varying levels of housing condition.

### *Infrastructure*

- **I + I reduction:** Need to continue to reduce I + I into sewer system. One area of the system was lined in 2014 with great success in I + I reduction. An additional area is being investigated to determine the extent of the problem. I + I reduction is needed to keep sewer rates low and prevent the city from having to treat large amounts of water getting into through I + I with their new wastewater treatment plant.
- **Sidewalk study:** A sidewalk study is needed to determine where gaps and replacement is needed. The 2014 and 2019 Cultural Connections Plan identified sidewalk condition and overall walkability as issues for elderly and those with limited mobility.

### *Transportation*

- **More transit service:** A 2020 study conducted for the Long Range Transportation Plan update indicated that more transit service is desired, including trips with less than 24-hour notice trips outside of normal business hours (evenings, weekends). Transit needs may also involve local employers. This need was also identified in the 2019 Cultural Connections plan. Community members have recently formed a working group to work on transit needs in the community.
- **Ambulance service (operating)** needs improved in the area. Current private providers.

## Other Community Development and Housing Needs

### *Economic Development*

- **Poor condition of commercial downtown buildings and facades:** Previous investments in the downtown have been successful as a springboard for development and investment, but areas remain in the historic commercial downtown where buildings need significant repairs and restoration of historic elements. Several buildings must set rent prices low in order to be an attractive option for business tenants. Low rent does not generate enough income to support expensive repairs.

- **Better internet needed:** Iowa Telecom and Mediacom do not provide fast enough or reliable services. Better services are needed to meet current residential demand as well of possible future commercial demand. This issue was cited by city staff and several area economic development specialists.
- **More services needed that cater to students:** Students and other members of the community were surveyed in a 2014 Cultural Connection Plan and a 2019 plan update. The planning effort found that respondents desired more entertainment options and more businesses that were open later in the evening and were friendlier to student schedules.

### *Housing*

- **Upper story housing desired:** Respondents reported in the 2019 Cultural Connection Plan that they want to live downtown, experience walkable amenities, and soak up the positive and artistic student culture. The Beyer Building and several other prominent buildings are opportunities but will require significant renovation budgets.
- **Garden cottage, smaller square footage housing desired:** The 2017 Housing Study identified that demand exists for cottage style housing, perfect for empty nesters, retirees looking to downsize, smaller families or first-time home buyers.

### *Infrastructure*

- **Grinnell Area Recreation Trail and on-road cycling infrastructure:** Future extensions of Grinnell Area Recreation Trail are needed. These extension are desired along the south part of Highway 146. Resident also commented in a recent survey (2020 Long Range Transpiration Plan update) that they wanted more bike lanes and wider shoulders in town to accommodate on-road cycling.

### **Planned or Potential Activities to Address Housing and Community Needs**

- 2020 DTR Façade Grant application that addresses 9 downtown properties.
- Working with Mahaska Telecommunications group to install fiber optics and start a better broadband service in Grinnell.
- Currently investigating water collection system through televising and cleaning to determine issue areas for I/I. Developing a future IEDA sewer lining project to address I/I into the sewer system.
- New rental housing and student housing being constructed in old McNally's grocery store location.
- Garden Cottages being developed now on the south side of town
- Community meeting to discuss transit needs.

## 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 4<sup>th</sup> Avenue  
Grinnell, Iowa 50112  
[rbehrens@grinnelliowa.gov](mailto:rbehrens@grinnelliowa.gov)  
Office: 641-236-2600  
Cell: 641-990-6372  
[www.grinnelliowa.gov](http://www.grinnelliowa.gov)

## ORDINANCE NO. 1485

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO ANIMAL CONTROL

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

**SECTION 1. SECTION MODIFIED.** Section 55.01 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**55.01 DEFINITIONS.** The following terms are defined for use in this chapter.

1. “Advertise” means to present a commercial message in any medium, including (but not limited to) print, radio, television, sign, display, label, tag, or articulation.

*(Code of Iowa, Sec. 717E.1)*

2. “Animal” means a nonhuman vertebrate.

*(Code of Iowa, Sec. 717B.1)*

3. “Animal shelter” means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

*(Code of Iowa, Sec. 162.2)*

4. “At large” means off the premises of the owner and on other premises against the wishes of the person in possession of such other premises, or upon the public streets, alleys, public grounds, school grounds or parks within the City. An animal is not deemed to be at large if:

A. The animal is on the owner’s property or a neighbor’s property with that neighbor’s consent; or

B. The animal is confined in a cage or motor vehicle; or

C. The animal is restrained by a leash of sufficient strength to control its action; or

D. The animal is actively engaged in obedience training and under continual control of the owner or trainer, provided that the owner or trainer is conducting the training in an open area, is not endangering other users or animals in the area, has the animal within 30 yards and under continual voice control, and has in possession a leash appropriate to control the animal.

E. The animal is a draft animal engaged in drawing vehicles or conveyances.

5. “Business” means any enterprise relating to any of the following:

*(Code of Iowa, Sec. 717E.1)*

A. The sale or offer for sale of goods or services.

B. A recruitment for employment or membership in an organization.

C. A solicitation to make an investment.

D. An amusement or entertainment activity.

6. “Fair” means any of the following:  
(*Code of Iowa, Sec. 717E.1*)
  - A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.
  - B. An exhibition of agricultural or manufactured products.
  - C. An event for operation of amusement rides or devices or concession booths.
7. “Game” means a “game of chance” or “game of skill” as defined in Section 99B.1 of the *Code of Iowa*.  
(*Code of Iowa, Sec. 717E.1*)
8. “Livestock” means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas, and emus; farm deer (as defined in Section 170.1 of the *Code of Iowa*); or poultry.  
(*Code of Iowa, Sec. 717.1*)
9. “Owner” means any person owning, keeping, sheltering, or harboring an animal.
10. “Pet” means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.  
(*Code of Iowa, Sec. 717E.1*)
11. “Pound” means a facility for the prevention of cruelty to animals operated by the State, a municipal corporation, or other political subdivision of the State for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society.  
(*Code of Iowa, Sec. 162.2*)
12. “Veterinarian” means a veterinarian licensed pursuant to Chapter 169 of the *Code of Iowa* who practices veterinary medicine in the State.  
(*Code of Iowa, Sec. 717.B1*)

**SECTION 2. SECTION MODIFIED.** Section 55.03 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**55.03 ABANDONMENT OF CATS AND DOGS.** It is unlawful for a person who owns or has custody of a cat or dog to relinquish all rights in and duties to care for the cat or dog. This section does not apply to any of the following:

(*Code of Iowa, Sec. 717B.8*)

1. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.
2. The delivery of a cat or dog to an animal shelter or that has been issued or renewed a valid authorization by the Department of Agriculture and Land Stewardship under Chapter 162 of the *Code of Iowa*.
3. A person who relinquishes custody of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat’s sterilization by a veterinarian.

**SECTION 3. SECTION ADDED.** Chapter 55 of the Code of Ordinances of the City of Grinnell, Iowa, is amended by adding a new Section 55.14 which is hereby adopted to read as follows:

**55.14 TAMPERING WITH A RABIES VACCINATION TAG.** It is unlawful to tamper with a rabies vaccination tag.

*(Code of Iowa, Sec. 351.45)*

1. A person commits the offense of tampering with a rabies vaccination tag if all of the following apply:
  - A. The person knowingly removes, damages, or destroys a rabies vaccination tag as described in Section 351.35 of the *Code of Iowa*.
  - B. The rabies vaccination tag is attached to a collar worn by a dog, including as provided in Sections 351.25 and 351.26 of the *Code of Iowa*.
2. This section shall not apply to an act taken by any of the following:
  - A. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.
  - B. A peace officer.
  - C. A veterinarian.
  - D. An animal shelter or pound.

**SECTION 4. SECTION ADDED.** Chapter 55 of the Code of Ordinances of the City of Grinnell, Iowa, is amended by adding a new Section 55.15 which is hereby adopted to read as follows:

**55.15 TAMPERING WITH AN ELECTRONIC HANDLING DEVICE.** It is unlawful to tamper with an electronic handling device.

*(Code of Iowa, Sec. 351.46)*

1. A person commits the offense of tampering with an electronic handling device if all of the following apply:
  - A. The person knowingly removes, disables, or destroys an electronic device designed and used to maintain custody or control of the dog or modify the dog's behavior.
  - B. The electronic device is attached to or worn by the dog or attached to an item worn by the dog, including (but not limited to) a collar, harness, or vest.
2. This section shall not apply to an act taken by any of the following:
  - A. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.
  - B. A peace officer.
  - C. A veterinarian.
  - D. An animal shelter or pound.

**SECTION 5. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 6. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

**ORDINANCE NO. 1486**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO STANDARD PENALTY**

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

**SECTION 1. SECTION MODIFIED.** Section 1.14 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**1.14 STANDARD PENALTY.** Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section, or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least \$105.00 but not to exceed \$855.00.

*(Code of Iowa, Sec. 364.3[2] and 903.1[1a])*

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

## ORDINANCE NO. 1487

### AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO TOBACCO USE

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

**SECTION 1. SECTION MODIFIED.** Section 46.02 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**46.02 CIGARETTES AND TOBACCO.** It is unlawful for any person under 21 years of age to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by an individual under 21 years of age shall not constitute a violation of this section if the individual under 21 years of age possesses the tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as part of the person's employment and said person is employed by a person who holds a valid permit under Chapter 453A of the *Code of Iowa* or who lawfully offers for sale or sells cigarettes or tobacco products.

*(Code of Iowa, Sec. 453A.2)*

**SECTION 2. SECTION MODIFIED.** Section 121.07 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

**121.07 PERSONS UNDER LEGAL AGE.** A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age. The provision of this section includes prohibiting person under 21 years of age from purchasing tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of \$300.00. Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of 14 days.
2. For a second violation within a period of two years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 or the retailer's permit shall be suspended for a period of 30 days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 30 days.
4. For a fourth violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 60 days.
5. For a fifth violation within a period of four years, the retailer's permit shall be revoked.

The Clerk shall give 10 days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

*(Code of Iowa, Sec. 453A.2, 453A.22 and 453A.36[6])*

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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