



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JANUARY 20, 2025, at 7:00 P.M.
IN THE COUNCIL CHAMBERS AND VIA ZOOM

1. Roll Call

2. Perfecting And Approval Of Agenda

2.A. Perfecting And Approval Of Agenda

Documents:

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

3. Consent Agenda

3.A. Consent Agenda

Documents:

[3 - CONSENT AGENDA.PDF](#)

4. Meeting Minutes/Communications

4.A. Meeting Minutes And Communications

Documents:

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

5. Committee Business

5.A. Report From The Finance Committee

5.A.1. Report From The Finance Committee

Documents:

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

5.B. Report From Public Works And Grounds Committee

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

Documents:

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

5.C. Report From Public Safety Committee

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

Documents:

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

5.D. Report From Planning Committee

5.D.1. Report From The Planning Committee

Documents:

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

6. Ordinances

6.A. Ordinances

Documents:

[6 - ORDINANCES.PDF](#)

7. Inquiries

8. Adjournment



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JANUARY 20, 2025, AT 7:00 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND
VIA ZOOM

Join Zoom Meeting

<https://zoom.us/j/98076078650?pwd=Pqwy8Caawbi5jLc02kD7iJQZLIwCqW.1>

Meeting ID: 980 7607 8650

Passcode: 498425

One tap mobile

+16469313860,,98076078650#,,,,*498425# US

Dial by your location

• +1 312 626 6799 US (Chicago)

Find your local number: <https://zoom.us/u/ac5E0JuuxA>

TENTATIVE AGENDA

1. Call to Order:

2. Perfecting and Approval of Agenda *(the City Council may act on any item listed on the agenda):*

3. Consent Agenda:

- a) Previous minutes as drafted from the Monday, January 6, 2025, Regular Session.
- b) Approve Mayor and Council Appointments:
 1. Building Code Board of Appeals, 5 year term.
 - a. Rob Vest.
- c) Approve liquor license renewals:
 1. Dollar General, 114 West Street S.
 2. Dollar General Amendment, 114 West Street S.
 3. Royal Liquor & Smoke, 229 West Street.
 4. Solera, 829 Broad Street.
- d) 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: January 6, 2025.
- b) Public Works & Grounds Committee minutes: January 6, 2025.
- c) Public Safety Committee minutes: January 6, 2025.
- d) Planning Committee minutes: January 6, 2025.
- e) Parks & Recreation Board minutes: January 13, 2025.
- f) December Monthly Police Report.

5. Committee Business:

A. Report from the Finance Committee

1. Update from Dan Nieland, POW I80 Director.

2. Update from Adrienne Hardin, Communications and Community Development Specialist.
3. Consider approval of a resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the defense of claims asserted by Midwest Ambulance Service of Iowa, Inc. (See Resolution No.2025-13).

B. Report from the Public Works and Grounds Committee

1. Consider approval of a resolution approving an Iowa Department of Transportation Federal-Aid Agreement for a Transportation Alternatives Program (TAP) Programming Project (See Resolution 2025-14).

C. Report from the Public Safety Committee

1. Discuss possible next steps for animal control.

D. Report from the Planning Committee

1. Discuss offer from Lonie and Debra Shearer to purchase a portion of the property at 313 East Street.

6. Ordinances (third and final reading):

- a) Ordinance No. 1560 - An ordinance amending parking on Park Street between 5th Avenue and 6th Avenue.
- b) Ordinance No. 1561 - An ordinance amending the Code of Ordinances of the city of Grinnell, Iowa by amending provisions pertaining to water rates.

7. Inquiries:

8. Adjourn



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JANUARY 6, 2025, AT 7:00 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND
VIA ZOOM

<https://zoom.us/j/93563625925?pwd=xApirmaXWR6tQgTf8a6adm6jWBI3j.1>

MINUTES

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

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

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

- a) Previous minutes as drafted from the Monday, December 16, 2024, Regular Session.
- b) Approve new liquor license:
 1. El Cascabel, 1014 3rd Avenue.
 2. Pizza Hut, 1019 West Street.
 3. Topsy's Bar & Grill, 2110 West Street S.
- c) Accept the retirement of David Byers, Fire Volunteer.
- d) Approve new EMS Volunteer, Klaire Thompson.
- e) Approve city claims and payroll claims from December 3, 2024, through and including January 6, 2025, in the amount of \$2,462,825.74.
- a) Review Campbell Fund requests. requests.

AYES: 5-0. Motion carried.

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

- a) Finance Committee minutes: December 16, 2024.
- b) Public Works & Grounds Committee minutes: December 16, 2024.
- c) Public Safety Committee minutes; December 16, 2024.
- d) Planning Committee minutes: December 16, 2024.
- e) Library Board minutes: November 20, 2024.

PUBLIC HEARINGS

The Mayor announced that this was the time and place for a public hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$18,000,000 to evidence the obligation of the City thereunder.

The Mayor then asked the Clerk whether any written or oral objections had been filed by any city resident or property owner regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$18,000,000 to

evidence the obligation of the City thereunder.

The City Clerk advised the Mayor and the City Council that no written or oral objections had been filed regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$18,000,000 to evidence the obligation of the City thereunder.

Hueftle-Worley made the motion, second by Davis, to close the public hearing regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$18,000,000 to evidence the obligation of the City thereunder. AYES: 5-0. Motion carried.

The Mayor announced that this was the time and place for the public hearing regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$6,000,000 to evidence the obligation of the City thereunder.

The Mayor then asked the Clerk whether any written or oral objections had been filed by any city resident or property owner regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$6,000,000 to evidence the obligation of the City thereunder.

The City Clerk advised the Mayor and the City Council that no written or oral objections had been filed regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$6,000,000 to evidence the obligation of the City thereunder.

Hueftle-Worley made the motion, second by Davis, to close the public hearing regarding the authorization of a Loan and Disbursement Agreement and the issuance of Notes not to exceed \$6,000,000 to evidence the obligation of the City thereunder. AYES: 5-0. Motion carried.

FINANCE COMMITTEE

An update was provided on Grin City Bakery. No action was taken.

Wray made the motion, second by Davis, to approve Resolution No. 2025-1 – A resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$18,000,000 Water Revenue Capital Loan Notes. AYES: 5-0. Motion carried.

Wray made the motion, second by Davis, to approve Resolution No. 2025-2 – A resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$6,000,000 General Obligation Capital Loan Notes. AYES: 5-0. Motion carried.

Wray made the motion, second by Davis, to approve Resolution No. 2025-3 – A resolution for monthly transfers of funds for trust and agency. AYES: 5-0. Motion carried.

Wray made the motion, second by Davis, to approve Resolution No. 2025-4 – A resolution for monthly internal transfer of funds. AYES: 5-0. Motion carried.

The Hailstorm insurance closeout was reviewed. No action was taken.

The November Investment and Treasurers Reports were reviewed. No action was taken.

An update on the Budget Schedule was provided. No action was taken.

PUBLIC WORKS AND GROUNDS COMMITTEE

Hueftle-Worley made the motion, second by Karjalahti, to approve Resolution No. 2025-5 – A resolution approving Change Order No. 1 for a net increase of \$7,344.31 in the Garfield Water Main Replacement Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly, to approve Resolution No. 2025-6 – A resolution approving Pay Request No. 5 in the amount of \$202,117.35 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Karjalahti, to approve Resolution No. 2025-7 – A resolution approving Pay Request No. 4 in the amount of \$230,704.31 to Con-Struct Inc. for the Park Street Reconstruction Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly, to approve Resolution No. 2025-8 – A resolution approving Pay Request No. 2 in the amount of \$273,908.71 to Con-Struct Inc. for the Raw Water Main Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Karjalahti, to approve Resolution No. 2025-9 – A resolution approving Pay Request No. 3 in the amount of \$125,882.27 to Con-Struct Inc. for the Raw Water Main Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly, to approve Resolution No. 2025-10 – A resolution authorizing payment to contractors Pay Request No. 1 in the amount of \$92,663.34 to Busy Bee Construction of Lewistown, MO for the Garfield Water Replacement Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Karjalahti, to approve the mowing and spraying bids. AYES: 5-0. Motion carried.

PUBLIC SAFETY COMMITTEE

Davis made the motion, second by Hueftle-Worley to approve Resolution No. 2025-11 - A resolution approving an agreement between the city and Kevin Rusler for a law enforcement training reimbursement contract. AYES: 5-0. Motion carried.

Staff was directed to review the current ordinance and to look at placing signs at 7th

Avenue and Park Street to restrict parking a few feet from the corners. No action was taken.

An EMS update was provided. No action was taken.

There was an inquiry regarding ambulance transport service. No action was taken.

PLANNING COMMITTEE

Bly made the motion, second by Karjalahti, to approve Resolution No. 2025-12 – A resolution approving an agreement with Caldwell & Brierly, PLLC for legal services on code enforcement and abandoned property. AYES: 5-0. Motion carried.

The strategic planning document from the last meeting was reviewed. No action was taken.

ORDINANCES

Hueftle-Worley made the motion, second by Karjalahti, to approve the third and final reading of Ordinance No. 1559 – An ordinance designating the consolidated Grinnell Urban Revitalization Area for the City of Grinnell, Iowa. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Karjalahti, to approve the second reading of Ordinance No. 1560 - An ordinance amending parking on Park Street between 5th Avenue and 6th Avenue. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Bly, to approve the second reading of Ordinance No. 1561 - An ordinance amending the Code of Ordinances of the city of Grinnell, Iowa by amending provisions pertaining to water rates. AYES: 5-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 7:20 p.m.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOLGENCORP, LLC	Dollar General #7109	(615) 855-4000		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
114 West Street South		Grinnell	Poweshiek	50112
MAILING ADDRESS	CITY	STATE	ZIP	
100 Mission Ridge	Goodlettsville	Tennessee	37072	

Contact Person

NAME	PHONE	EMAIL
Tax Dept	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000169	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2025	Feb 28, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Christina Walden						
Steven Sunderland	Goodlettsville	Tennessee	37072	CEO	0.00	Yes

• Companies

COMPANY NAME	FEDERAL ID	CITY	STATE	ZIP	% OF OWNERSHIP
Dolgencorp LLC	61-0852764	Goodlettsville	Tennessee	37072	100.00

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOLGENCORP, LLC	Dollar General #7109	(615) 855-4000		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
114 West Street South		Grinnell	Poweshiek	50112
MAILING ADDRESS	CITY	STATE	ZIP	
100 Mission Ridge	Goodlettsville	Tennessee	37072	

Contact Person

NAME	PHONE	EMAIL
Tax Dept	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000169	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2025	Feb 28, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Zachary Brining	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes
Emily Taylor	Goodlettsville	Tennessee	37072	LLC Manager	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DEV MART INC	Royal Liquor & Smoke	(641) 236-5223		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
229 West Street		Grinnell	Poweshiek	50112
MAILING ADDRESS	CITY	STATE	ZIP	
229 West Street	Grinnell	Iowa	50112	

Contact Person

NAME	PHONE	EMAIL
Rakeshkumar Chaudhari	(630) 991-0796	royalliquor24@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0004211	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Mar 1, 2025	Feb 28, 2026	

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Rakesh Chaudhari	Muscatine	Iowa	52761	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Solera,LLC	Solera	(641) 990-5565		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
829 Broad Street		Grinnell	Poweshiek	50112
MAILING ADDRESS	CITY	STATE	ZIP	
1130 Sumer St.	Grinnell	Iowa	50112	

Contact Person

NAME	PHONE	EMAIL
Colleen Klainert	(641) 990-5565	vendetrice@iowatelecom.net

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0094369	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Jan 15, 2025	Jan 14, 2026		
SUB-PERMITS			
Special Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Colleen Klainert	Grinnell	Iowa	50112	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Jan 15, 2025

POLICY EXPIRATION DATE

Jan 14, 2026

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



**GRINNELL FINANCE COMMITTEE MEETING
MONDAY, JANUARY 6, 2025, AT 8:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF CITY HALL AND VIA ZOOM**

<https://zoom.us/j/99103439845?pwd=kCm5U5pHvGhfURZ4Oa2hLaxy9qNA7Q.1>

MINUTES

ROLL CALL: Wray (Chair), White, Davis. Also present were Mayor Agnew, Bill Molison, Andy Molison, Jordan Allsup, Russ Behrens, Alyssa Devig, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Andy and Bill Molison provided an update on Grin City Bakery. No action was taken.
2. White made the motion, second by Davis, to recommend approval of Resolution No. 2025-1 – A resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$18,000,000 Water Revenue Capital Loan Notes. AYES: 3-0. Motion carried.
3. Davis made the motion, second by White, to recommend approval of Resolution No. 2025-2 - A resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed \$6,000,000 General Obligation Capital Loan Notes. AYES: 3-0. Motion carried.
4. White made the motion, second by Davis, to recommend approval of Resolution No. 2025-3 – A resolution for monthly transfers of funds for trust and agency. AYES: 3-0. Motion carried.
5. Davis made the motion, second by White, to recommend approval of Resolution No. 2025-4 – A resolution for monthly internal transfer of funds. AYES: 3-0. Motion carried.
6. The Hailstorm insurance closeout was reviewed. No action was taken.
7. The November Investment and Treasurers Reports were reviewed. No action was taken.
8. An update was provided on the Budget Schedule. No action was taken.

There were no inquiries.

The meeting was adjourned at 9:32 a.m.

JO WRAY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC WORKS & GROUNDS COMMITTEE MEETING
MONDAY, JANUARY 6, 2025, AT 4:45 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

<https://zoom.us/j/99411342887?pwd=Xrc6rl7mEkoAdvf6FxtfZWwLWLAB4j.1>

MINUTES

ROLL CALL: Hueftle-Worley (Chair), Bly, Karjalahti. Also present were Mayor Agnew, Jo Wray, Greg Roth, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Bly made the motion, second by Karjalahti, to recommend approval of Resolution No. 2025-5 – A resolution approving Change Order No. 1 for a net increase of \$7,344.31 in the Garfield Water Main Replacement Project. AYES: 3-0. Motion carried.
2. Karjalahti made the motion, second by Bly, to recommend approval of Resolution No. 2025-6 – A resolution approving Pay Request No. 5 in the amount of \$202,117.35 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 3-0. Motion carried.
3. Bly made the motion, second by Karjalahti, to recommend approval of Resolution No. 2025-7 – A resolution approving Pay Request No. 4 in the amount of \$230,704.31 to Con-Struct Inc. for the Park Street Reconstruction Project. AYES: 3-0. Motion carried.
4. Karjalahti made the motion, second by Bly, to recommend approval of Resolution No. 2025-8 – A resolution approving Pay Request No. 2 in the amount of \$273,908.71 to Con-Struct Inc. for the Raw Water Main Project. AYES: 3-0. Motion carried.
5. Bly made the motion, second by Karjalahti, to recommend approval of Resolution No. 2025-9 – A resolution approving Pay Request No. 3 in the amount of \$125,882.27 to Con-Struct Inc. for the Raw Water Main Project. AYES: 3-0. Motion carried.
6. Karjalahti made the motion, second by Bly, to recommend approval of Resolution No. 2025-10 – A resolution authorizing payment to contractors Pay Request No. 1 in the amount of \$92,663.34 to Busy Bee Construction of Lewistown, MO for the Garfield Water Replacement Project. AYES: 3-0. Motion carried.
7. Bly made the motion, second by Karjalahti, to recommend approval of the mowing and spraying bids. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned 4:51 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, JANUARY 6, 2025, AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

<https://zoom.us/j/98947650730?pwd=Y5Rxqu7T6P1g8gkN3j0iMiw7K9Ajrm.1>

MINUTES

ROLL CALL: Davis (Acting Chair), Hueftle-Worley. Absent: White. Also present were Mayor Agnew, Jo Wray, Rachel Bly, Matt Karjalahti, Hospital President David-Paul Cavazos, Ron Lowry, Chief Sicard, Patrick Duffey,

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Hueftle-Worley made the motion, second by Davis, recommend approval of Resolution No. 2025-11 – A resolution approving an agreement between the city and Kevin Rusler for a law enforcement training reimbursement contract. AYES: 3-0. Motion carried.
2. The committee directed staff to investigate placing signs at 7th Avenue and Park Street to restrict parking a few feet from the corners. The current ordinance restricts parking within ten feet from the corner.
3. Patrick Duffey provided an EMS Update. No action was taken.

INQUIRIES:

Ron Lowry asked why the hospital was using other entities to transport patients to other hospitals instead of Grinnell Fire and Rescue. Hospital President, David-Paul Cavazos, responded to questions about transports.

The meeting was adjourned at 5:52 p.m.

JULIE DAVIS, ACTING CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JANUARY 6, 2025, AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM**

<https://zoom.us/j/91492650427?pwd=ESdzwzuxaQutc6lMxalTOleUz1ed79.1>

MINUTES

ROLL CALL: Bly (Chair), Wray, Karjalahti. Also present were Mayor Agnew, Russ Behrens, and Ann Wingerter.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Wray made the motion, second by Karjalahti, to recommend approval of Resolution No. 2025-12 - A resolution approving an agreement with Caldwell & Brierly, PLLC for legal services on code enforcement and abandoned property. AYES: 3-0. Motion carried.
2. Wray made the motion, second by Karjalahti, to recommend approval of the strategic planning document from the last meeting. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 6:18 p.m.

RACHEL BLY, CHAIR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR



Grinnell PARKS AND RECREATION BOARD meeting
JANUARY 13TH, 2025, AT 5:15 P.M.
Drake Community Library- Large Group Room

Minutes

ROLL CALL: Russ Crawford, Whitney Jensen, Lisa Lindley, Lauren Gant, Ralph Eyberg, and Jordan Allsup
Absent: Matt Moyer and Ben Coopridner
Guests: Jordan Schiebel, Tom Lacina, Randy Hotchkin, Teresa Coon, Ben Latimer

APPROVE AGENDA: At 5:22pm Lindley made the motion to approve agenda, second by Gant to approve the agenda. AYES: All. Motion carried.

APPROVE MEETING MINUTES:

1. December 9th meeting minutes. - Gant made the motion, second by Lindley, to approve the December 9th, 2024, meeting minutes. AYES: All. Motion carried.

OLD BUSINESS:

1. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2024-2025 fiscal year
 - Parks and Cemetery Vegetation – Eyberg- No update. No action necessary.
 - Bailey Park– Crawford/Jensen- The shelter kit has been ordered from Scenic Shelters, and once the engineered drawings are approved the department will solicit quotes for construction.
 - Arbor Lake/Lake Nyanza- Allsup- No update. No action necessary.
 - Playgrounds- Lindley – Department is still awaiting additional details of when the benches will be shipped to complete the Central Park Inclusive Playground project. No action necessary.
2. Recreation- Allsup reported that the Youth Rec Basketball season will begin on Saturday, January 11th with approximately 140 participants. No action necessary.
3. Aquatics- Allsup reported that the department is still awaiting the approval of the permit application for the High Dive repair. No action necessary.

NEW BUSINESS:

1. Summer St. Park Native Plantings- Jordan Schiebel presented a plan for Native Plantings with the playscape at Summer St. Park. Eyberg motioned to relay the information of this request to the consultants of the 2025 Master Parks & Recreation Plan to align with the plan's vision before approval of planting native plants at Summer St. Park. Second by Lindley. AYES: all. Motion carried.
2. Donor Signage for Veterans Memorial- Tom Lacina, Teresa Coon, Randy Hotchkin and Ben Latimer presented the plans for Donor Signage and location of signage for the Veterans Memorial Project. It was requested to incorporate Veteran Memorial donors with the current Donor Signage on the Central Park Shelter. Gant made the motion to deny the request to incorporate Veteran Memorial project donors on the existing Central Park Donor signage as those donors should be recognized for that specific initiative at the corner of the park where the plaza and monument will be located. Second by Jensen. AYES: all. Motion carried.

NOTES:

INQUIRES:

ADJOURN: Eyberg made the motion at 6:42pm to adjourn the meeting, second by Jensen. AYES: All.
Motion carried.

Parks and Recreation Director
Jordan Allsup



City of Grinnell
...Jewel of the Prairie

Michael A. McClelland
 Chief of Police
 Police Department
 1020 Spring Street
 Grinnell, IA 50112

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

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

DATE: 8 January 2025

SUBJECT: MONTHLY REPORT FOR December 2024

MONTHLY STATS	CURRENT MO.	LAST MO.	PREVIOUS YEAR
	DEC 24	NOV 2024	DEC 2023
ARRESTS	25	23	17
CITATIONS	13	19	18
WARNINGS	57	24	39
PD Collisions	8	8	10
PI Collisions	3	2	1
HIT & RUN	2	4	2
Parking Citations	94	46	74
Calls for Service	755	626	614

BIAS-BASED POLICING REPORT (DEC 2024)

	ETHNICITY	GENDER (M/F)	RACE
ARRESTS	1 (Hispanic or Latino) 24 (Not Hispanic or Latino)	14/11	0 (American Indian or Alaska Native) 0 (Asian) 0 (Black) 25 (White)
CITATIONS	0 (Hispanic or Latino) 13 (Not Hispanic or Latino)	5/8	11 (White) 0 (Asian) 2 (Black) 0 (American Indian or Alaska Native)
WARNINGS	3 (Hispanic or Latino) 54 (Not Hispanic or Latino)	40/17	54 (White) 0 (Asian) 3 (Black) 0 (American Indian or Alaska Native)



City of Grinnell

...Jewel of the Prairie

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 Grinnell, IA 50112

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MENTAL HEALTH CRISIS CFS FOR DEC 2024

Mental Health Crisis Calls for Service (CFS) - Total	123
Poweshiek County Sheriff's Office- CFS Referred	6
Grinnell Fire Department – CFS Referred	1
Grinnell Police Department- CFS Referred	82
% Referred for additional resources/ assistance	67%



**GRINNELL FINANCE COMMITTEE MEETING
MONDAY, JANUARY 20, 2025, AT 8:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF CITY HALL AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/93041467429?pwd=PeFzJDKDagqaDNkXbRvBKa2zy9rPlt.1>

Meeting ID: 930 4146 7429

Passcode: 305120

One tap mobile

+19292056099,,93041467429#,,,,*305120# US (New York)

Dial by your location

• +1 312 626 6799 US (Chicago)

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

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Update from Dan Nieland, POW I80 Director.
2. Update from Adrienne Hardin, Communications and Community Development Specialist.
3. Consider approval of a resolution approving an Engagement Agreement with Ahlers & Cooney, P.C. for the defense of claims asserted by Midwest Ambulance Service of Iowa, Inc. (See Resolution No.2025-13).

INQUIRES:

ADJOURN:

RESOLUTION NO. 2025-13

RESOLUTION TO APPROVE AN ENGAGEMENT AGREEMENT WITH AHLERS AND COONEY, P.C. FOR LEGAL SERVICES

WHEREAS, the City Council has need of legal assistance and defense with regard to claims asserted by Midwest Ambulance Service of Iowa, Inc.; and

WHEREAS, the city desires to enter into an engagement agreement with Andrew Tice of Ahlers and Cooney, LLC as legal counsel for response to said claims; and

WHEREAS, the terms and conditions are outlined in the engagement agreement and the city has reviewed and agrees to the same; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign a city attorney services engagement agreement with Ahlers and Cooney for legal counsel.

Passed and approved this 20th day of January 2025.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law

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

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Andrew T. Tice

515.246.0317

atice@ahlerslaw.com

January 17, 2025

VIA EMAIL

Russ Behrens
City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Re: Midwest Ambulance Service of Iowa, Inc. v. City of Grinnell, Iowa

Dear Russ:

This letter will serve to confirm the retention of our law firm to provide legal assistance and defense with regard to claims asserted by Midwest Ambulance Service of Iowa, Inc. (“Midwest”) against the City of Grinnell before the Iowa District Court alleging a breach of contract. This letter defines the scope of work we are undertaking on the City’s behalf and sets out the usual policies and procedures of the firm. If you have any questions or concerns, please do not hesitate to contact me.

We understand that we are to assess the claims being made by Midwest and provide a defense for the City of Grinnell in resisting the pending lawsuit. I would be chiefly responsible for providing you with these legal services on behalf of the Firm. If necessary or appropriate, I may call upon other attorneys or legal assistants in the firm to assist.

Our work will be billed at our Firm’s hourly rates in effect at the time that the work is performed. My current hourly rate is \$350 per hour. Legal assistant time will be billed at \$165 per hour. Hourly rates are reviewed annually on a calendar year basis and are subject to increase where deemed necessary by the Firm. Monthly statements will be sent to your attention on a monthly basis. Absent objection and/or inquiry concerning a statement, each statement will need to be paid within 10 days after the statement has been provided to you. A failure to pay any monthly billing within forty-five (45) days after it is sent to you will entitle us to terminate our attorney/client relationship with you and withdraw from any and all legal representation. Either party has the right to terminate this arrangement at any time upon written notice.

Finally, all out-of-pocket expenses including, but not limited to, photocopies, long-distance charges, filing fees, mileage, etc. will also be separately itemized and billed on our monthly statements. The firm will advance usual and necessary expenses incurred in connection with the representation as long as the individual amounts do not exceed \$200.00. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment.

APPROVAL

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

We look forward to providing you with assistance and certainly appreciate the opportunity to work with you. Should you have any questions or concerns, please always feel free to write or call.

Very truly yours,

AHLERS & COONEY, P.C.

By

Andrew T. Tice

Andrew T. Tice

Accepted and approved on behalf of the City Council:

By: _____

Date

Title: _____



**GRINNELL PUBLIC WORKS & GROUNDS COMMITTEE MEETING
MONDAY, JANUARY 20, 2025, AT 4:45 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/93819499567?pwd=xPZ3orjLkjs8GBYnGeK023tVAArCkr.1>

Meeting ID: 938 1949 9567

Passcode: 248752

One tap mobile

+19292056099,,93819499567#,,,,*248752# US (New York)

Dial by your location

• +1 312 626 6799 US (Chicago)

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

TENTATIVE AGENDA

ROLL CALL: Hueftle-Worley (Chair), Bly, Karjalahti.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider approval of a resolution approving an Iowa Department of Transportation Federal-Aid Agreement for a Transportation Alternatives Program (TAP) Programming Project (See Resolution 2025-14).

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2025-14

RESOLUTION APPROVING A FEDERAL-AID AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF GRINNELL FOR THE WASHINGTON AVENUE SAFE ROUTES TO SCHOOL PROJECT.

WHEREAS, the City Council of the city of Grinnell has received federal funding through the Transportation Alternatives Program (TAP); and

WHEREAS, the City Council of the city of Grinnell will receive a maximum of either 80 percent of eligible costs (other than those reimbursed for the with other federal funds) or the amount listed (\$581,891) in the current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less; and

WHEREAS, the Federal Government requires that the Iowa Department of Transportation be the federal pass-through entity for these funds: and

WHEREAS, the Iowa's TAP Programming Agreement outlines the terms and conditions needed for said Washington Avenue Safe Routes to School Project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign the Federal-Aid Agreement for the Washington Avenue Safe Routes to School Project.

Passed and approved this 20th day of January 2025.

Dan F. Agnew, Mayor

ATTEST:

Annmarie Wingerter, City Clerk/Finance Director

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Transportation Alternatives Program (TAP) Project**

Subrecipient: **City of Grinnell**

Subrecipient Unique Entity Identifier: **CX34X6K2H9N5**

Project Number(s): **TAP-U-3127(631)--8I-79**

Iowa DOT Agreement Number: **25-TAP-116**

This agreement, made as of the date of the last party's signature below, is between the city of Grinnell (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Transportation Alternatives Program (TAP), which is funded by the Transportation Alternatives Set-aside of the Surface Transportation Block Grant Program (TA Set-aside), as codified in Section 133(h) of Title 23, United States Code (U.S.C.), which are hereinafter referred to as TA Set-aside funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Troy Schroeder, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1861. The Subrecipient's contact person shall be Russell Behrens, City Manager, 520 4th Avenue, Grinnell, Iowa 50112, 641-236-2600.
3. The Subrecipient shall be responsible for the development and completion of the following described project:

Washington Avenue Safe Routes to School
4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the TAP program from TA Set-aside funds. The portion of the project costs

reimbursed with TA Set-aside funds shall be limited to a maximum of either **80 percent** of eligible costs (other than those reimbursed with other federal funds) or the amount listed (**\$581,891**) in the current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2024. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
7. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.
8. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
9. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

10. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
11. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
12. This agreement is not assignable without the prior written consent of the Department.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Grinnell

By: _____ Date _____, _____

Title: _____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Grinnell, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____, _____

Debra Arp
Grant Team Leader
Local Systems Bureau

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://iowadot.gov/local_systems/im/lpa-ims. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. 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.
- e. As required by 2 CFR 200.501 "Audit Requirements," a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal

Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.
- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in [I.M. 3.330](#), Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in [I.M. 6.010](#), Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in [I.M. 3.310](#), Federal-aid Participation in Consultant Costs.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#), Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in [I.M. 4.170](#), Farmland Protection Policy Act.
- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in [I.M. 4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#), Iowa DNR Floodplain Permits and Regulations; [4.160](#), Asbestos Inspection, Removal and Notification Requirements; and [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports.
- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section

114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way, and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in [I.M. 3.650](#), Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in [I.M. 5.120](#), Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the

Department's Materials I.M.s applicable to the letting. Available on-line at:
<https://www.iowadot.gov/erl/index.html>.

- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.
- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total

funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Subrecipient of the record retention date.
- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, JANUARY 20, 2025, AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/95040353792?pwd=LIXqxesZ3qnrMVoHshp7jbRfHFsvuT.1>

Meeting ID: 950 4035 3792

Passcode: 207357

One tap mobile

+16469313860,,95040353792#,,,,*207357# US

Dial by your location

• +1 312 626 6799 US (Chicago)

Find your local number: <https://zoom.us/u/acnkAOZ7IO>

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Discuss possible next steps for animal control.

INQUIRIES:

ADJOURNMENT



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JANUARY 20, 2025, AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/98855282689?pwd=XFKGw4W0y5OoHVdTO3uJoykoKsjaXM.1>

Meeting ID: 988 5528 2689

Passcode: 563232

One tap mobile

+19292056099,,98855282689#,,,,*563232# US (New York)

Dial by your location

• +1 312 626 6799 US (Chicago)

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

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Discuss offer from Lonie and Debra Shearer to purchase a portion of the property at 313 East Street.

INQUIRIES:

ADJOURNMENT:

**To Our City Council:
1/8/2025**

We, Lonie & Debra Shearer, would like to purchase 10 feet of 313 East St. The 10 feet that runs against our property line of 309 East St.

The property of 313 East St. is a lot 95 x 175 deep. This will still allow the lot to have a nice wide lot of 85 feet wide.

We would like to offer \$3,000.00 for the 10 feet. Know that is somewhat negotiable.

We have our garages on the property line, and the previous owners hit our garage in the back, on the side of it. So we were hoping to have more distance in between.

Thank you,

A handwritten signature in black ink, appearing to read 'LJ Shearer', with a long, sweeping horizontal stroke extending to the right.

Lonie J. Shearer

A handwritten signature in black ink, appearing to read 'Debra L. Shearer', written in a cursive style.

Debra L. Shearer

ORDINANCE NO. 1560

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES.

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

SECTION 1. SECTION MODIFID. Section 69.08 of the Code of Ordinances of the City of Grinnell, Iowa is repealed, and the following is adopted in lieu thereof:

69.08 NO PARKING ZONES.

1. Beck Court, on both sides of the cul-de-sac, from Third Avenue to the point of termination.
2. First Avenue, on the north side, from Park Street to a point 83 feet west.
3. First Avenue, on the north side, from Park Street to a point 92 feet east.
4. Third Avenue, on the north side from Reed Street to the alley.
5. Eighth Avenue, on both sides, from Bliss Street to East Street except for the Persons with Disability parking beginning four hundred forty (440) feet east of the north right-of way line of Park Street, thence extending one hundred eighteen (118) feet east.
6. Tenth Avenue, on both sides, from Park Street to a point 75 feet west.
7. Eleventh Avenue, on both sides, west from Sunset Street to the City of Grinnell city limits.
8. East Street, on both sides, from Eighth Avenue to Tenth Avenue.
9. East Street, between Sixth Avenue and Eighth Avenue on the east side except for Sunday.
10. Industrial Avenue, on both sides, from Highway 146 to the east end of Industrial Avenue.
11. Reed Street, on the west side, from Third Avenue to a point 50 feet north.
12. Reed Street, on the west side, from Fourth Avenue to a point 190 feet south.
13. Reed Street, on the east side, from Third Avenue north to a point 85 feet south of Fourth Avenue.
14. Park Street, on the east side, from Sixth Avenue to Tenth Avenue.
15. Park Street on the west side from Eighth Avenue to Tenth Avenue.
16. Park Street, on both sides, from Tenth Avenue to a point 75 feet north.
17. Sunset Street, on both sides, from Eleventh Avenue to Eighth Avenue.
18. Sunset Street, on the east side, from Eleventh Avenue to a point 40 feet north.
19. Sunset Street, on the west side, from Eighth Avenue to Thirteenth Avenue.
20. Grinnell Mutual Family Aquatic Center. In the aquatic center parking lot located east of the bathhouse and all other parking that may be part of the aquatic center from 9:00 p.m. to 6:00 a.m. June 1 to September 1. There

shall be no parking outside these dates except as authorized in writing by the Chief of Police or his designee.

21. Eighth Avenue, on both sides, from East Street to Elm Street except on Sunday parking is allowed on the south side of Eighth Avenue.
22. Eighth Avenue, on the south side, from East Street to a point 40 feet east.
23. Reed Street, on the east side, from Eighth Avenue to a point 100 feet south.
24. Reed Street, on the west side, from Eighth Avenue to a point 110 feet south.
25. Prairie Street, on the east side, from Eighth Avenue to a point 246 feet south.
26. Prairie Street, on the west side, from Eighth Avenue to a point 42 feet south.
27. Ninth Avenue, on the south side, from east curb line of Hobart Avenue to a point 175 feet east.
28. Tenth Avenue, on the south side, from East Street to Park Street.
29. Prince Street, on the west side, from the back of the south curb of Eighth Avenue to a point 219 feet south of Eighth Avenue.
30. Tenth Avenue, on the north side, from East Street to Park Street.
31. Seventh Avenue, on the south side, from Broad Street to Park Street.
32. Ninth Avenue, on the south side, from Broad Street to Park Street.
33. Blakely Circle, west side in its entirety.
34. Fourth Avenue, on the north side from Park Street to a point 186 feet west.
35. Fourth Avenue, on both sides, from Spring Street to Pearl Street.
36. Fourth Avenue, on the south side, from West Street to Spring Street.
37. Waterfront Road, on both sides, from Lang Creek Avenue to 410th Avenue.
38. Lang Creek Avenue, on both sides, east of West Street South (S.H. 146)
39. Lang Creek Avenue, on the north side, from West Street South (S.H. 146) to Brownell Parkway
40. Zimmerman Drive, west side in its entirety.
41. The parking lot east of the Fire Station to West Street (Highway 146) shall be designated as no parking and limited only to Fire Department personnel.
42. Bliss Street, on both sides, from Sixth Avenue to Eighth Avenue.
43. **Park Street, on the east side, from Fifth Avenue to Sixth Avenue, except for a maximum of 15 minute parking in the drop off zone of 1022 Park Street.**

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 _____, 2024, and approved this ___ day of _____, 2024.

Mayor

ATTEST:

City Clerk

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance No. 1558 on the ___ day of _____, 2024.

City Clerk

ORDINANCE NO. 1561

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA BY AMENDING PROVISIONS PERTAINING TO WATER RATES

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1. SECTION MODIFIED. Section 92.02 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following monthly rates within the City:

1. Metered Water. Metered water is furnished at the following monthly rates:

Water Usage in Cubic Feet	Effective Dates		
	July 1, 2025 To June 30, 2026	July 1, 2026 To June 30, 2027	July 1, 2027 To June 30, 2028
0 to 150 (Minimum Bill)	\$15.07	\$16.42	\$17.90
151 to 800	\$9.08 per 100 Cubic Feet	\$9.90 per 100 Cubic Feet	\$10.78 per 100 Cubic Feet
801 to 3,300	\$7.32 per 100 Cubic Feet	\$7.96 per 100 Cubic Feet	\$8.68 per 100 Cubic Feet
All Over 3,300	\$5.36 per 100 Cubic Feet	\$5.84 per 100 Cubic Feet	\$6.36 per 100 Cubic Feet

All meters will be converted to gallons and the following rate table will be used:

Water Usage in Gallons	Effective Dates		
	July 1, 2025 To June 30, 2026	July 1, 2026 To June 30, 2027	July 1, 2027 To June 30, 2028
0 to 1,125 (Minimum Bill)	\$15.07	\$16.42	\$17.90
1,126 to 6,000	\$9.08 per 750 Gallons	\$9.90 per 750 Gallons	\$10.78 per 750 Gallons
6,001 to 24,750	\$7.32 per 750 Gallons	\$7.96 per 750 Gallons	\$8.68 per 750 Gallons
All Over 24,750	\$5.36 per 750 Gallons	\$5.84 per 750 Gallons	\$6.36 per 750 Gallons

2. Bulk Water. Bulk water sold from the public meter is sold at the rate of fifty cents (\$.50) per forty (40) gallons.

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 January 2025, and approved this day of January 2025.

Mayor

ATTEST:

City Clerk

1st Reading – December 16, 2024

2nd Reading – January 6, 2025

3rd Reading –

I certify that the foregoing was published as Ordinance No. 1561 on the day of January 2025.

City Clerk