



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JANUARY 20, 2020 AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF
THE CITY HALL**

TENTATIVE AGENDA

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

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider resolution approving EMS agreement with Midwest Ambulance of Iowa, Inc. (See Resolution No. 2020-7).
2. Consider 28E agreement with Poweshiek County for 11th Avenue Extension (See Resolution No. 2020-8).
3. Consider Tom Lacina's request for sidewalk structure on Broad Street.
4. Consider resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Thomas & Lois Sonnichsen, 1009 Elm Street (See Resolution No. 2020-9).
5. Consider resolution approving Tax Abatement application for 2013 Central Urban Revitalization for Jason & Kristina Carberry, 1204 Reed Street (See Resolution No. 2020-10).
6. Consider resolution approving Tax Abatement application for Amendment No. 3 for Scott & Julia Doyle, 12 Garden Cottage Lane (See Resolution No. 2020-11).
7. Consider resolution approving Tax Abatement application for Amendment No. 3 for Richard & Dorthea McLaughlin, 1310 Elm Street (See Resolution No. 2020-12).

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2020-7

A RESOLUTION APPROVING THE AGREEMENT BY AND BETWEEN THE CITY OF GRINNELL AND MIDWEST AMBULANCE OF IOWA, INC. FOR AMBULANCE SERVICE.

WHEREAS, the City of Grinnell has determined that it is in the city's best interest to employ Midwest Ambulance of Iowa, Inc. as an independent contractor to provide ambulance services; and

WHEREAS, the terms and conditions of said service have been agreed upon and accepted by all parties involved; and

WHEREAS, the City, acting pursuant to Chapter 364 of the 2013 Code of Iowa (as amended) desires to attain reliable ambulance services for its citizens; and,

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the city of Grinnell that authorization is given to allow Mayor Agnew to sign said Ambulance Agreement.

PASSED AND APPROVED THIS 20th day of January 2020.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK

**Agreement for the Provision of Emergency Medical Services between
the City of Grinnell, Iowa and Midwest Ambulance of Iowa, Inc.**

This Agreement is entered into by and between the city of Grinnell, here in after referred to as the City and Midwest Ambulance Service of Iowa, Inc. here in after referred to as Midwest.

WHEREAS, the City, acting pursuant to Chapter 364 of the 2019 Code of Iowa desires to attain competent and reliable emergency medical services (EMS) for its citizens and the citizens of the service territory detailed in this Agreement.

WHEREAS, Midwest desires and has the ability to provide competent and reliable EMS to the service territory.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and Midwest as follows:

1. DEFINITIONS.

BASIC – SERVICE AMBULANCE shall mean ambulances equipped to provide ‘basic emergency medical care’ as defined in Iowa Administrative Code 641—Chapter 132 (2019)

FIRST OUT OR FIRST AMBULANCE shall mean an ambulance staffed and equipped to respond first and immediately to an emergency call.

CUSTOMERS shall mean those people or legal entities financially responsible for particular EMS calls or services.

EMERGENCY SERVICE CALLS shall not include non-emergency transfers to out of area hospitals.

2. TERMS OF RELATIONSHIP

It is fully and completely understood by and between the parties that Midwest is an independent contractor and the City, by entering into this agreement and subsidizing Midwest operations in the service territory has an ongoing responsibility to monitor the work of Midwest as outlined in this agreement. City agrees that by subsidizing Midwest, it has neither directly nor indirectly, any control of Midwest and that any actions on the part of Midwest are solely the actions of the Ambulance Service and City shall not in any way enter into the operations of, or services rendered by, Midwest.

The City shall solely establish the Service Territory of this Agreement (Attachment A – Map of Service Territory) and minimum level of service provided within the service territory. All communications regarding the service territory and services provided shall be solely between the City and Midwest. Midwest shall honor the Service Territory and may only provide service outside the territory with staff and equipment assigned to this Agreement with prior written approval of the City, except as permitted in the agreement for mutual aid. If for any reason the Service Territory is altered either party can request renegotiating the terms of the entire Agreement.

3. EQUIPMENT

Midwest shall provide a minimum of two (2) ambulances stationed in the corporate limits of Grinnell. The ambulances shall be equipped and meet the minimum level of service as specified in Article 4 of this Agreement.

Midwest shall properly maintain these ambulance units in accordance with applicable federal, and state laws. The City agrees that a vehicle may be out of service for repairs for as long as 4 (four) days but at no time may Midwest have less than 1 (one) vehicle in service. Once 4 (four) days is exceeded a replacement vehicle must be provided within 24 hours of a unit going out of service.

Said ambulances shall be stored in the Grinnell Public Safety Building and maintained at the expense of Midwest. Midwest shall be responsible for maintaining the cleanliness and good mechanical condition of the ambulances at all times. The City agrees to provide 2 parking spots inside the Grinnell Public Safety Building for ambulances.

The City may inspect ambulances, equipment, and facilities with a reasonable notice, for the purposes of determining that they are in good mechanical condition and resources are appropriate for servicing the agreement. Reasonable notice shall be 4 (four) hours during the hours of 8:00 a.m. to 5:00 p.m. and 12 (twelve) hours if an inspection is to occur outside those hours. These inspections shall be initiated by the Grinnell City Manager but may be completed by either the City Manager or an appropriate designee.

4. PERSONNEL

Midwest shall render prompt ambulance service during the period covered by this Agreement and shall staff the ambulance with an adequate number of personnel qualified as Emergency Medical Technicians and under the following conditions:

- a) Midwest shall staff the 'First Out' ambulance at a minimum classification of Basic Level Care, 24 hours a day, 7 days a week.
- b) The Midwest personnel who staff the 'First Out' ambulance shall be stationed with the ambulance on duty.
- c) In the event the 'First Out' ambulance is on a medical call and another emergency call for service is requested, Midwest shall attempt to call-in additional staff to respond to the call. In the event that Midwest is unable to have a crew available in a reasonable amount of time, Midwest will then immediately notify dispatch.
- d) The 'First Out' ambulance nor its staff shall be used for non-emergency transports that do not end or originate in the service territory. The 'First Out' ambulance shall not be used for calls originating from Grinnell Regional Medical Center.
- e) Only one of the ambulances assigned to the Service Territory may be out of the Service Territory for non-emergency transports at any time unless the City is first notified. Midwest shall notify an on duty fire fighter.

- f) Midwest agrees to use the resources that are a part of this Agreement to provide EMS to the Service Territory unless service is provided outside the Service Territory as part of a written mutual aid agreement or a tier agreement approved in writing by the City.
- g) Midwest shall not perform transports with equipment or personnel assigned to this contract, that do not originate in the Service Territory without approval from the City. This does not include work done as part of a written mutual aid.

5. SUBSIDY AND PAYMENTS

Midwest agrees to fulfill the terms of this Agreement from February 1, 2020 to January 31, 2025 and shall be paid by the City as follows:

February 1, 2020 to January 31, 2021. (270,000.00). Payments shall be made monthly in twelve equal installments of (22,500.00).

February 1, 2021 to January 31, 2022. (284,750.00). Payments shall be made monthly in twelve equal installments of (23,729.17).

February 1, 2022 to January 31, 2023. (300,237.50). Payments shall be made monthly in twelve equal installments of (25,019.79).

February 1, 2023 to January 31, 2024. (316,499.00) Payments shall be made monthly in twelve equal installments of (26,374.92).

February 1, 2024 to January 31, 2025. (333,574.34). Payments shall be made monthly in twelve equal installments of (27,797.86).

Payments are due the by the 10th of each month with the first payment for this contract due February 10, 2020.

The foregoing payments shall constitute a subsidy to Midwest by the City as assistance to Midwest to perform the services set forth in this Agreement, and that said subsidy has been established as an effort to make this operation profitable for Midwest allowing them to offset the cost of personnel and equipment needed to staff, maintain, and operate an ambulance service in the Grinnell area.

6. CHARGES

Midwest shall charge Customers based on a schedule of fees, including charges for supplies and drugs, which have been established by Midwest and which must be provided to the Grinnell City Manager annually no later than January 31st and are automatically made part of this Agreement once received by the City. It is understood that charges for drugs and supplies may change through the course of the year.

It is understood and agreed by the parties that said charges, (the rates are set forth in the current schedule of fees – Attachment B to this Agreement) shall be billed, collected, and retained by Midwest as substantial compensation for its cost of operation. The City is not responsible for charges or collections. City agrees to allow Midwest to re-negotiate the subsidy above in the event the actions taken by the federal, state, or local government, or their respective agencies, would substantially reduce the amount of monies which could reasonably be expected to be collected from Customers of Midwest, or would cause sufficient increases in operational expenses so as to adversely affect profitability for Midwest. The City also has the right to negotiate if their revenues or expenditures are substantially impacted by actions taken by the federal, or state government, or their respective agencies.

Midwest agrees to provide ambulance service to all city employees that may require assistance while on duty at no charge. This includes all volunteer fire fighters, police reserves, or other persons receiving hourly or salary compensation for their work. This does not include any employees working solely on a contractual basis.

7. RECORDS

Midwest shall insure that a record is kept of the following: the time a call is received, the time Midwest arrives at the scene, the time on scene/the time the ambulance leaves the scene for the hospital, the time of arrival at the hospital, and the time the ambulance is back in service.

As a part of this Agreement, Midwest agrees to have all emergency response dispatched via the Poweshiek County Dispatch Center. Both parties agree to coordinate this with the Poweshiek County Sheriff's Office as they are charged with the management and oversight of the dispatch operations. Ultimately, Midwest is responsible for the maintenance of the equipment necessary for their staff to communicate effectively with the Poweshiek County Dispatch Center.

Subject to the limitations of HIPAA and other federal and state privacy laws, Midwest agrees to provide the City the following reports on an annual basis: Statistical Data. Data including, the average response time from time of dispatch until the ambulance arrives on-scene, the average response time from the time of the dispatch until the ambulance is en-route, and the average time the ambulance is on-scene until the ambulance is departing the scene. All information provided to the City is subject to HIPAA and other federal and state privacy laws.

Information maintained in Midwest's records pertaining to the identity, condition, or treatment of patients is confidential and not subject to inspection by non-Midwest personnel.

8. RENT AND TERMS OF OCCUPANCY

Both the City and Ambulance Service agree to work in good faith to locate Ambulance Service in the Grinnell Public Safety Building. Midwest will pay the City \$1 annually for rent and utilities. A building

site plan showing the areas of joint occupancy and sole occupancy by Ambulance Service is made part of this Agreement as Attachment C.

All employees or representatives of Midwest must submit to a fingerprint background check conducted by the Grinnell Police Department. These background checks will be reviewed by the Grinnell Chief of Police. The City shall solely determine, based on the findings of the check, whether or not a particular Midwest employee shall be allowed to work in the Grinnell Public Safety Building. It is understood and agreed that Midwest shall be allowed to have employees work within the Grinnell Public Safety Building temporarily until a determination is made on the findings of the background check. A guidance policy regarding this matter is included as Attachment D for reference.

Midwest shall be responsible to keep all areas it occupies solely in a clean and orderly manner consistent with the standard of care established throughout the Grinnell Public Safety Building. The care and cleaning of the following joint occupancy areas shall be the responsibility of Midwest:

- Female locker rooms.
- All hallways on the fire department side of the building.
- Exercise room, cleaned daily, in exchange for Midwest employee only access.

The City shall provide all necessary cleaning supplies and equipment.

As allowed by City Code, Midwest may install up to one sign on the property with their company designation. This sign size, design, location, and style must be approved in advance by the City Manager.

All conflicts related to co-location of Midwest in the Grinnell Public Safety Building should first be discussed between the City Manager and the Midwest Chief Operating Officer or Chief Executive Officer. The City Manager shall review the matter and order action appropriate to resolve the matter. No employee of the City or Midwest shall talk negatively about any others' performance unless a complaint has been submitted in writing to the City Manager and Midwest Chief Operating Officer. This would not pertain to discussions taking place as part of official city meetings.

Midwest will have the right to install security monitoring systems in all locations in which Midwest has rented space. It is understood that Midwest has leased the areas defined in this contract and that such monitoring, reports, supplies, equipment, and all other property of Midwest is owned solely by Midwest and is not subject to public record requests, or other inspections not permitted under the law. All installations must be pre-approved by the Police Chief or Fire Chief to ensure that there is no harm to the City's security system or the integrity of the building.

Midwest employees are expected to be in uniform while on duty or responding to calls for service. Midwest employees shall also be expected to be in uniform while using joint occupancy or common areas of the Public Safety Building at all times with the exception of the exercise room, visits to the restrooms and other trips of short duration. Even these exceptions require good judgment.

9. RENEGOTITION

In order to enable Midwest and the City to make arrangements for the continuation of EMS, it is agreed that the parties will renegotiate and execute any new Agreement no less than six (6) months in advance of the expiration of this Agreement, unless both the City and Midwest mutually agree to other timelines.

Midwest and the City agree that this Agreement may be extended, modified, or renegotiated at any time subject to mutual agreement of the parties. The City shall have unilateral authority to cancel this Agreement under the provisions set forth in Paragraph 11 below.

If no action is taken by either party to this Agreement to cancel, extend, modify or renegotiate this Agreement as described in this Agreement, this Agreement shall terminate January 31, 2025.

Midwest designates their company President as their representative on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement and the City designates the Grinnell City Manager as their designee on whom notice shall be served and who shall be notified of any breaches or deficiencies in this Agreement. City shall be notified at the City Offices of Grinnell, Iowa attention City Manager, 520 4th Avenue, Grinnell, Iowa 50112. Midwest shall be notified at 1229 Ohio St, Des Moines, Iowa 50314.

10. INSURANCE AND INDEMNIFICATION

Midwest agrees to maintain proper worker's compensation insurance as to any employed personnel. Midwest further agrees to maintain automobile liability and property damage insurance on all of its ambulances or any back-up units used by Midwest in the amount of not less than one million dollars (\$1,000,000.00) per combined single occurrence (each accident). Midwest agrees to maintain general liability insurance and professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) per occurrence covering the operation of the EMS and its personnel.

Midwest does hereby agree to indemnify and hold harmless the City, its Mayor and City Council members, officers, and employees, from any and all claims and liabilities of any type or nature whatsoever, for damages to, loss of, or the destruction of any property or person or persons, which may now or hereafter arise out of, or result from the operations of Midwest and the providing of service incident to or pursuant to this Agreement.

Likewise, the City shall be solely liable for its own negligence and/or negligence of its employees, agents and/or designees. The City agrees to indemnify and hold harmless Midwest, its officers, employees from any and all claims, demands, actions, or causes of action occasioned by the negligence or fault of the City, its contractors, agents, officers, or employees in rendering services under this agreement; provided however this provision does not abrogate any immunity granted to the City by law.

11. PROOF OF INSURANCE

Midwest shall provide the City a Certificate of Insurance as evidence that the insurance described in Paragraph 10 above is in force and effect upon the City's request. The failure of Midwest to supply the

Certificate of Insurance in a timely fashion or failure by Midwest to have the insurance in force and affect at any time during this Agreement for whatever reasons that may have occurred, shall constitute sufficient grounds upon which the City may unilaterally and independently cancel this Agreement by serving written notice of cancellation on Midwest at their business office.

12. DISCRIMINATION

Midwest shall not discriminate their provision of service because of race, creed, color, religion, national origin, sex, age, financial status, gender, gender identity, marital status, sexual orientation, military status or physical or mental disabilities in any of its Grinnell activities or operations.

13. MUTUAL AID

Midwest may enter into mutual aid agreements or contracts with other EMS providers and shall attempt to initiate said agreements. Any mutual aid or tiering agreements shall be in writing and executed by both parties. Copies of these executed agreements shall be provided to the City.

14. DISPATCHING

Midwest agrees that emergency dispatching shall be done via the Poweshiek County Dispatch Center. Midwest shall install and pay for its own phones, communication systems, and have a business number(s) and accept calls at these numbers. City requires that Midwest advertise, encourage, and promote the use of 911 as the proper number of emergency EMS calls. Midwest agrees to provide the training necessary for their employees to work effectively within the Poweshiek County dispatch system.

15. TERMINATION

If either party materially breaches this Contract, the other party may terminate the Contract provided that it notifies the breaching party by certified mail of the specific breach(s) and allows the breaching party the opportunity to cure the breach(s) within sixty (60) days of the receipt of notice. If the breach(s) has/have not been cured within (60) days of receipt of notice, the Contract may be terminated without further notice.

Notwithstanding the foregoing, the Contract may be terminated without prior notice if Midwest is unable to provide the level of service required in Section 4 above. Nothing contained herein shall authorize the City to terminate this Contract for any reason other than uncured breach of contractor or as stated elsewhere in this Agreement as specified in section 11.

In the event of a termination of this Agreement due to a breach by the City, the City agrees to pay, as liquidated damages and not as a penalty the following:

If the breach occurs during the first year of the agreement – 100% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

If the breach occurs during the second year of the agreement – 90% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the third year of the agreement – 80% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fourth year of the agreement – 75% of all monthly subsidies remaining on the agreement to Midwest.

If the breach occurs during the fifth year of the agreement – 70% of all monthly subsidies from the time of the breach through the remainder of the agreement to Midwest.

In the event of a dispute between the parties in connection with or relating to this Agreement, such dispute shall be resolved as follows:

- A. The parties shall first meet and attempt in good faith to resolve the dispute within ten (10) days after written notice to each party.
- B. If such meeting is unsuccessful, the parties shall meet in mediation and attempt in good faith to resolve the dispute within ten (10) days after the meeting described above. Each party shall select one mediator and both mediators will select a third mediator. If both parties cannot agree to the selection of the three mediators the matter may be referred to the courts. Unsuccessful mediation may also be referred to the courts.
- C. The substantially prevailing party in any court action shall be entitled to reimbursement by the opposing part of its costs and expenses of court action including, but not limited to, reasonable attorney's fees, court fees, and expert witness fees incurred as a result of such proceeding, action.

Midwest shall have the right to terminate this Contract upon sixty (60) days written notice due to rate changes by, but not limited to, Wellmark, Medicaid, Medicare or other insurers causing Midwest to operate at a loss for three (3) consecutive months. Midwest shall provide accounting to the City in advance of, and prior to, the sixty (60) days' notice to confirm such losses.

16. DISCLOSURE - As required by Public Law 960499 (Omnibus Reconciliation Act of 1980):

A. Until the expiration of four (4) years after the furnishing of such services pursuant to such Contract, Midwest shall make available, upon written request of the Secretary, or on request of the Comptroller General, any records of Midwest related to Midwest's operations in the city of Grinnell, Iowa, that are necessary to certify the nature and extent of such costs, and

B. If Midwest carries out any of the duties of the Contract through a subcontract, with a value of cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Contract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such a Subcontract, the related organization shall make available, upon the request of the Comptroller General, or any of their duly authorized representatives, the Subcontract, books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

17. LAWS

This agreement shall be construed in accordance with the laws of the State of Iowa.

18. AUTHORIZATION

The signers of this document warrant they are acting officially and properly on behalf of their respective institutions and have been duly authorized and empowered to execute this agreement in accordance with all state laws and requirements. The City shall be responsible for all filing requirements of this agreement with the Secretary of State and any other agency(s) as required by law.

19. ENTIRE AGREEMENT

This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

20. AMENDMENTES

No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

21. ASSIGNMENT

This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

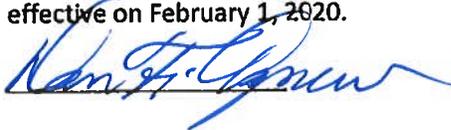
22. CONSTRUCTION AND COMPLIANCE

a. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. Compliance. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. Notification of Actual or Potential Violation of Law. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

THIS EMS AGREEMENT, entered into this 7th day of January 2020, by the City and Midwest shall become effective on February 1, 2020.



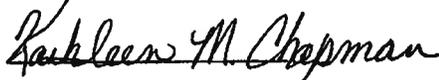
Mayor



President - Midwest

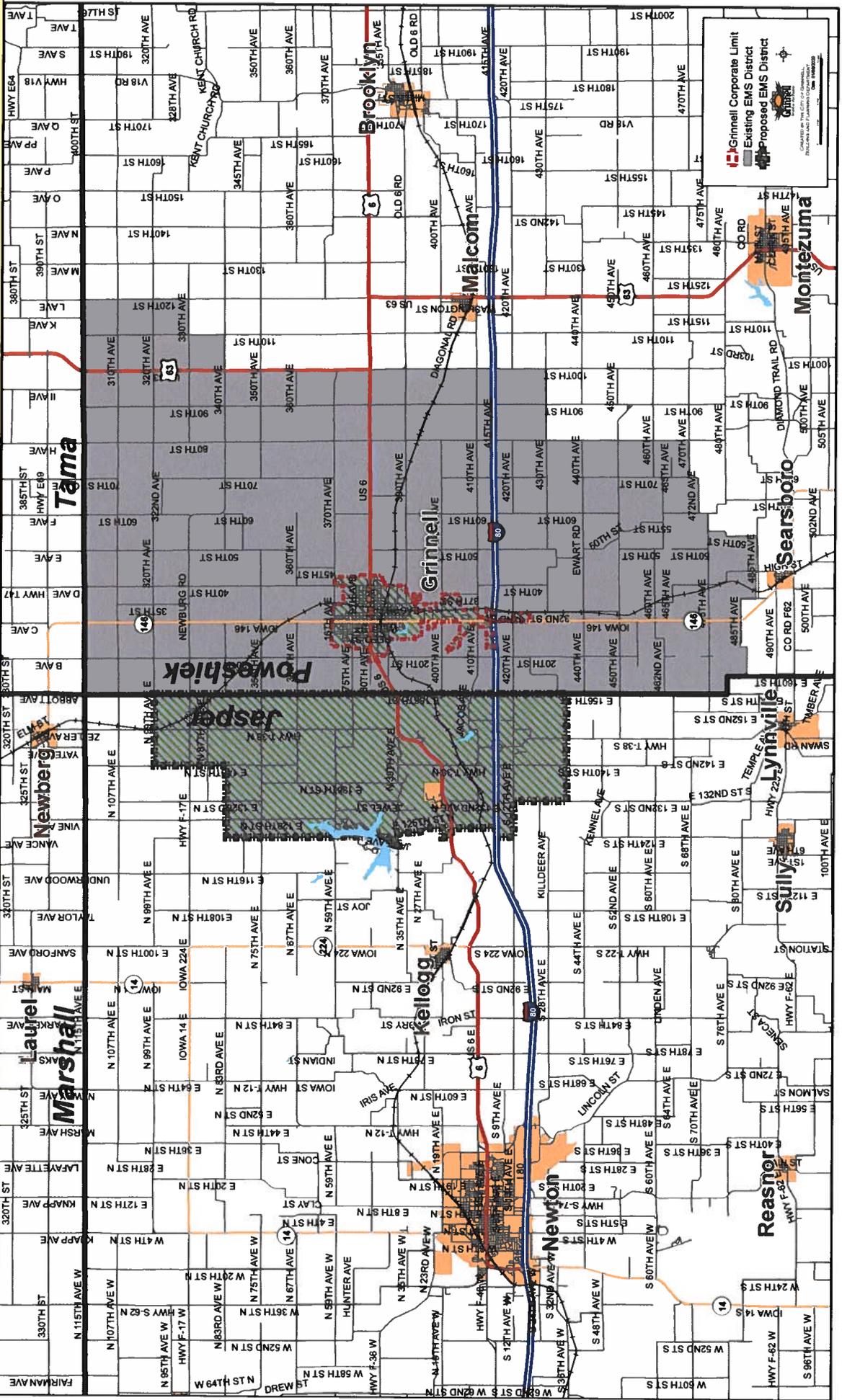


City Clerk



Secretary - Midwest

City of Grinnell Ambulance District



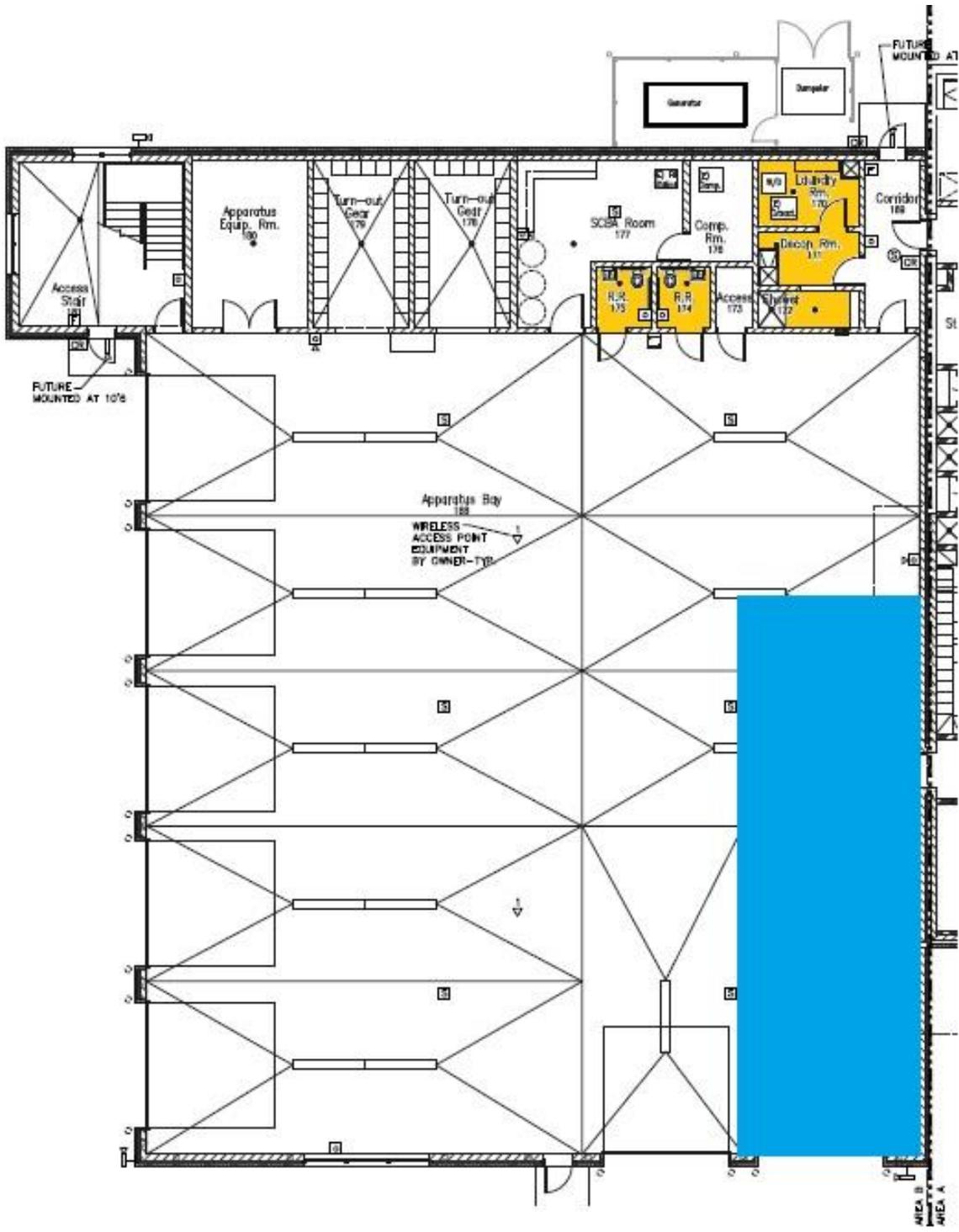
Attachment B

Schedule of Fees 2020

Midwest Ambulance will charge their customary rates for usage of supplies, drugs, and equipment.

<u>Loaded Mileage Charge</u>	<u>\$27.00</u>
<u>Critical Care (CCP)</u>	<u>\$2262.00</u>
<u>Specialty Care Transport (SCT)</u>	<u>\$2262.00</u>
<u>ALS II</u>	<u>\$2017.00</u>
<u>ALS Emergent</u>	<u>\$1350.00</u>
<u>ALS Non-Emergent</u>	<u>\$1210.00</u>
<u>BLS Emergent</u>	<u>\$1185.00</u>
<u>BLS Non-Emergent</u>	<u>\$1065.00</u>
<u>Medical Refusal</u>	<u>\$250.00</u>

APPENDIX C Ambulance Service Joint & Sole Occupancy



Ambulance Service Only

Shared Areas

ATTACHMENT D
BACKGROUND CHECK POLICY

Attachment D
Background Check Guidance

1. A person shall be disqualified from serving as an employee or volunteer, assigned to the Grinnell Public Safety Building, if that person's criminal history record check reveals a record of conviction for any of the following crimes or offenses:
 - A. In Iowa, any:
 - 1) Felony
 - 2) Aggravated Misdemeanor
 - B. In any other state or jurisdiction, conduct which, if committed in Iowa, would constitute a felony or aggravated misdemeanor offense.

2. A person may be disqualified from serving as an employee or volunteer, assigned to the Grinnell Public Safety Building, if that person's criminal history record check reveals a record of conviction for any of the following crimes or offenses:
 - A. In Iowa, any:
 - 1) Serious Misdemeanor involving:
 - a. Chapter 708 (Assault)
 - b. Chapter 709 (Sexual Abuse)
 - c. Chapter 712 (Arson)
 - d. Chapter 713 (Burglary)
 - e. Chapter 714 (Theft)
 - f. Chapter 715A (Forgery & Fraudulent Acts)
 - g. Chapter 718 (Offenses Against the Government)
 - h. Chapter 719 (Obstructing Justice)
 - i. Chapter 720 (Interference with Judicial Process)
 - j. Chapter 721 (Official Misconduct)
 - k. Chapter 723 (Public Disorder)
 - l. Chapter 724 (Weapons)
 - m. Chapter 725 (Vice)
 - n. Chapter 726 (Protection of Family & Dependent Person)
 - o. Chapter 124 (Uniform Controlled Substances)
 - 2) Simple Misdemeanor involving:
 - a. Chapter 712 (Domestic Abuse Assault)
 - b. Chapter 714 (Theft)
 - c. Chapter 726 (Protection of Family & Dependent Persons)
 - B. In any other state or jurisdiction, conduct which, if committed in Iowa, would constitute one of the misdemeanor offenses described in Section 2.

C. A Panel, designated by the City Manager, shall review cases falling within the parameters of Section 2 to determine the viability of the applicant occupying the Public Safety Building. The panel may consider factors to include, but not be limited to, the following in reaching a conclusion:

- 1) Period of time elapsed since offense
- 2) Steps applicant has taken to remove themselves from the situation/environment that led to the charges
- 3) Recommendations submitted on applicants' behalf
- 4) History of conduct since offense

3. For purposes of interpreting the information recorded in a criminal history record to determine the qualifications of the employee or volunteer, the City shall presume that the employee or volunteer is innocent of any charges or arrests for which there are no final dispositions on the record.
4. The City of Grinnell reserves the right to be the final decision maker on matters in question.

RESOLUTION NO. 2020-8

RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITY OF GRINNELL, IOWA AND POWESHIEK COUNTY, IOWA PERTAINING TO THE F27 (11TH AVENUE) HMA RESURFACING PROJECT.

WHEREAS, The City of Grinnell desires to enter into this 28E Agreement (“Agreement”), the purpose of which is to work cooperatively to jointly complete the resurfacing F27 (11th Avenue).

THEREFORE, BE IT RESOLVED that the 28E Agreement between the City of Grinnell, Iowa and Poweshiek County, Iowa, pertaining to the F27 (11th Avenue) HMA Resurfacing Project is hereby approved and adopted.

PASSED AND APPROVED this 20th day of January 2020.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK/FINANCE DIRECTOR

A 28E AGREEMENT BETWEEN THE CITY OF GRINNELL, IOWA AND POWESHIEK COUNTY, IOWA PERTAINING TO THE F27 (11TH AVENUE) HMA RESURFACING PROJECT.

WHEREAS, the City of Grinnell, Iowa (“City”) is a municipal corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, Poweshiek County (“County”) is a county corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, County Route F27, a Farm-to-Market Route, extends into the City of Grinnell; the route is named 11th Avenue within the City’s corporate limits; and

WHEREAS, the City has jurisdiction of the roadway lying completely within the corporate limits and the County has jurisdiction of the roadway lying completely outside of the City’s corporate limits; and

WHEREAS, the road continues to deteriorate and is in need of repair beyond the scope of basic maintenance and its present condition has justified the designation of funding; the resurfacing of the road benefits the City and County and their residents; and

WHEREAS, the City and County (collectively referred to as “parties”) desire to work cooperatively to jointly complete the resurfacing in light of the funding available to each party pursuant to the terms set forth herein; and

WHEREAS, the County has developed plans for a resurfacing project on F27/11th Avenue, project #FM-C079(58)--55-79, a portion of which is located in and under the jurisdiction of the City of Grinnell, Iowa.

THEREFORE, BE IT RESOLVED in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Purpose.** The purpose of this agreement is to set forth obligations and responsibilities of the parties in connection with the F27/11th Avenue resurfacing. The Project shall include full-depth reclamation of the existing roadway and placement of new HMA as well as items of work necessary to adjust adjacent features to match the resurfaced roadway.

2. Responsibilities.

- a. **Poweshiek County Responsibilities.** Poweshiek County shall be the lead Local Public Agency for carrying out the provisions of the Agreement and shall be the contracting authority. The County will be responsible for the development of engineering plans, designs, and specifications for the project. The County will perform construction engineering and inspection. The County will ensure that all plans, designs, and construction are in accordance with the requirements of the applicable State/Federal funding and assist with the completion of any and all grant/funding requirements. The County shall make payments to the contractor from the County's Farm-to-Market fund for portions of the project both under the City's and the County's jurisdiction.
 - b. **City of Grinnell Responsibilities.** The City will cooperate with the County in development of engineering plans, designs, and specifications. The City and the County will review all submitted bids and both parties must agree to award the contract to the low bidder prior to the contract being signed. Additionally, all change orders during construction for that portion of the roadway within the City's jurisdiction that are requested by the requisite contractor that differ from the original agreed upon contract price and/or scope have to be approved by the City before said change orders are signed and officially approved by the County. The City will also cooperate with the County in resolving any issues that arise during construction for that portion of the roadway within its jurisdiction.
3. **Request for Reimbursements.** Request for reimbursement from the City to the County will include those construction costs within its jurisdiction. Upon receiving a request for reimbursement from the County for those agreed to costs, the City will pay those costs that the City is responsible for within a reasonable time. If the City feels that there are any concerns or discrepancies with the requested amount, they will notify the county within twenty (20) days of receiving the request.
 4. **Point of Contacts.** The County Engineer shall be the primary point of contact for the County, and the Public Works Director shall be the primary point of contact for the City.
 5. **Effective Date.** This Agreement shall become effective upon the signatures being affixed to this document and shall continue until the project is completed and has gained Federal Highway Administration final acceptance and until final payment has been made of all costs and reimbursements. In the event that the construction contract is not approved by the Board of Supervisors of Poweshiek County, Iowa and Board decides not to re-let the project, this Agreement shall automatically terminate.

6. **Disposition of Real and Personal Property.** Any real or personal property purchased that becomes part of the road improvement shall remain a part of the improvement and shall belong to the City and County to the extent they lie within their jurisdictions, subject to any maintenance or other agreements that exist now or in the future. Each party shall be responsible for its own internal employees and equipment operations utilized pursuant to this Agreement.

7. **Notices.** All notices which the parties are authorized or required to provide one another shall be in writing and delivered to the following addresses:
 - a. City: City of Grinnell, Public Works Director, 1411 1st Avenue, Grinnell, IA 50112

 - b. County: Poweshiek County Engineer, 102 S 3rd Street, PO Box 306, Montezuma, IA 50117

8. **Severability.** If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole, nor shall such finding be held to affect any other section, provision, or part thereof which is not found to be invalid or unconstitutional.

9. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

10. **Entire Agreement.** This Agreement contains the complete Agreement between the parties and shall, as of the effective date of this Agreement, supersede all other Agreements between the parties. The parties stipulate that neither has made any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement, and each of the parties acknowledges he/it has relied on its own judgment in entering into this Agreement. The parties further acknowledge that any representations that may have been made by either to the other prior to the date of executing this Agreement are of no effect and that neither has relied on such representation in connection with his or its dealing with the other.

11. **Governing Law.** This Agreement and rights and duties hereunder shall be construed in accordance with the laws of the State of Iowa.

12. **No Waiver.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13. **Section Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aide in the interpretation of the provisions of this Agreement.

WITNESS THEREOF, the parties hereto have set their hands for the purpose herein expressed.

Poweshiek County

City of Grinnell

Date

Date

Jason Roudabush, Chair

Dan Agnew, Mayor

Attest: _____
Missy Eilander, Auditor

Attest: _____
Ann Wingerter, City Clerk

RESOLUTION NO. 2020-9

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (Thomas & Lois Sonnichsen, 1009 Elm St).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: (Thomas & Lois Sonnichsen, 1009 Elm St)

All qualified real estate assessed as residential. 100% abatement for 10 years.
Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 20th day of January, 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
2013 CENTRAL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA

Prior Approval for Intended Improvements Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE 2013 CENTRAL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The 2013 Central Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the 2013 Central Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: 1009 ELM ST., GRINNELL, IA 50112

Legal Description: _____

Title Holder or Contract Buyer: THOMAS A. & LOIS C. SONNICHSEN

Address of Owner (if different than above): 1309 MAIN ST., GRINNELL, IA 50112

Phone Number (to be reached during the day): 641-275-2150

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No

Existing Property Use: ___ Residential ___ Commercial ___ Industrial Vacant

Proposed Property Use: BUILDING A SINGLE STORY RESIDENCE

Nature of Improvements: New Construction ___ Addition ___ General Improvements

Specify: BUILDING A SINGLE STORY RESIDENCE WITH ATTACHED GARAGE

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: 1/06/2020

Permit(s) Valuation: 240,000.00 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: JULY 2020

Estimated or Actual Cost of Improvements: \$ 250,000.00

Signature: Thomas A. Sonnichsen
Lois C. Sonnichsen

Name (Printed) THOMAS A. SONNICHSEN
LOIS C. SONNICHSEN

Title: _____

Company: _____

Date: 1/6/2020

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved _____
	Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.



CITY OF GRINNELL

520 4th Avenue
Grinnell, IA 50112-2043
641-236-2600 FAX 641-236-2626

NEW RESIDENTIAL BUILDING PERMIT

PERMIT #:	20200248	DATE ISSUED:	1/06/2020
JOB ADDRESS:	1009 ELM ST	LOT #:	N 65' LOT 11
PARCEL ID:	180-0676300	BLK #:	4
ADDITION:	EAST GRINNELL	ZONING:	R-2
TOWNSHIP:	80	RANGE:	16
SECTION:	16		
ISSUED TO:	TOM SONNICHSEN	CONTRACTOR:	MK CONSTRUCTION
ADDRESS:	1309 MAIN ST	ADDRESS:	604 CLAY ST
CITY, STATE ZIP:	GRINNELL IA 50112-0054	CITY, STATE ZIP:	BROOKLYN IA 52211
PHONE:		PHONE:	319-721-1600
PROP. USE:	SINGLE-FAMILY RESIDENCE	OCCP TYPE:	R-3 ONE/TWO FAMILY
VALUATION:	\$ 240,000.00	CNST TYPE:	VB
SQ FT:	2,300.00		
SCOPE OF WORK: CONSTRUCT 3,232 SQ FT RANCH HOME ON SLAB			

FEE CODE	DESCRIPTION	AMOUNT
BLD01	BUILDING PERMIT	\$2,273.78
TOTAL		\$ 2,273.78

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S AUTHORIZED AGENT TO CAUSE ANY WORK TO REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES. INSPECTIONS MUST BE REQUESTED BY THE HOLDER OF THE PERMIT OR THEIR DULY AUTHORIZED AGENT, AND WORK MUST BE APPROVED BY THE BUILDING OFFICIAL BEFORE SUCCESSIVE CONSTRUCTION OCCURS. NO BUILDING OR STRUCTURE SHALL BE OCCUPIED WITHOUT FIRST BEING GRANTED A CERTIFICATE OF OCCUPANCY ISSUED BY THE BUILDING OFFICIAL.

THE BELOW SIGNED ACKNOWLEDGES CITY COUNCIL APPROVAL IS NEEDED PRIOR TO CONSTRUCTION FOR ANY URBAN REVITALIZATION TAX EXEMPTION.

(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

1-6-20

DATE

(APPROVED BY)

01/06/2020

DATE

Rec# 00393735

RESOLUTION NO. 2020-10

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO 2013 CENTRAL URBAN REVITALIZATION PLAN (Jason & Kristina Carberry, 1204 Reed St).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: (Jason & Kristina Carberry, 1204 Reed St)

All qualified real estate assessed as residential. 100% abatement for 10 years.
Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 20th day of January 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
2013 CENTRAL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE 2013 CENTRAL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The 2013 Central Urban Revitalization Plan allows property tax exemptions as follows:

All qualified real estate assessed as multiresidential or commercial that consists of 3 or more separate living quarters with at least 75% of the space used for residential purposes. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as residential. 100% abatement for 10 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the 2013 Central Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: 1204 Reed St. Grinnell, IA 50112

Legal Description: Lot 1 Block 5 Bailey Addition

Title Holder or Contract Buyer: Jason and Kristina Carberry

Address of Owner (if different than above): N/A - same

Phone Number (to be reached during the day): 641-420-4755

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No

Existing Property Use: Residential ___ Commercial ___ Industrial ___ Vacant

Proposed Property Use: residential

Nature of Improvements: ___ New Construction ___ Addition General Improvements

Specify: add insulation, new windows, new doors, new siding

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: June 6 2019

Permit(s) Valuation: \$ 5800 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: Sept 2019

Estimated or Actual Cost of Improvements: \$ 17,800

Signature: [Handwritten Signature]

Name (Printed) Jessie Carberry

Title: Owner

Company: _____

Date: 1-15-2020

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved) _____
	Date _____ Resolution No. _____ Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the 2013 CENTRAL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

00959112-1\10542-100



CITY OF GRINNELL

520 4th Avenue
Grinnell, IA 50112-2043
641-236-2600 FAX 641-236-2626

RESIDENTIAL REMODEL PERMIT

PERMIT #:	20190414	DATE ISSUED:	6/06/2019
JOB ADDRESS:	1204 REED ST	LOT #:	1
PARCEL ID:	180-0585300	BLK #:	5
ADDITION:	BAILEYS	ZONING:	R-2
TOWNSHIP:	80	RANGE:	16
SECTION:	8		
ISSUED TO:	JASON CARBERRY	CONTRACTOR:	JASON CARBERRY
ADDRESS:	1204 REED ST	ADDRESS:	1204 REED ST
CITY, STATE ZIP:	GRINNELL IA 50112	CITY, STATE ZIP:	GRINNELL IA 50112
PHONE:		PHONE:	
PROP. USE:	SINGLE-FAMILY RESIDENCE	OCCP TYPE:	R-3 ONE/TWO FAMILY
VALUATION:	\$ 5,800.00	CNST TYPE:	VB
SQ FT:	1,052.00		
SCOPE OF WORK: REPLACE EXISTING SIDING AND INSTALL ADDITIONAL INSUALTION. ALSO REPLACING 9 WINDOWS AND 4 DOORS WITH SAME SIZE.			

FEE CODE	DESCRIPTION	AMOUNT
BLD01	BUILDING PERMIT	\$ 166.23
TOTAL		\$ 166.23

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S AUTHORIZED AGENT TO CAUSE ANY WORK TO REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES. INSPECTIONS MUST BE REQUESTED BY THE HOLDER OF THE PERMIT OR THEIR DULY AUTHORIZED AGENT, AND WORK MUST BE APPROVED BY THE BUILDING OFFICIAL BEFORE SUCCESSIVE CONSTRUCTION OCCURS. NO BUILDING OR STRUCTURE SHALL BE OCCUPIED WITHOUT FIRST BEING GRANTED A CERIFICATE OF OCCUPANCY ISSUED BY THE BUILDING OFFICIAL.

THE BELOW SIGNED ACKNOWLEDGES CITY COUNCIL APPROVAL IS NEEDED PRIOR TO CONSTRUCTION FOR ANY URBAN REVITALIZATION TAX EXEMPTION.



(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

6/6/19
DATE



(APPROVED BY)

01/15/2020
DATE

RESOLUTION NO. 2020-11

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO GRINNELL URBAN REVITALIZATION PLAN – AMENDMENT No. 3 (Scott & Julia Doyle, 12 Garden Cottage Lane).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: (Scott & Julia Doyle, 12 Garden Cottage Lane)

All qualified real estate assessed as residential. 100% abatement on the first \$75,000 for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 20th day of January 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
GRINNELL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA (as modified by Amendment No. 3 (2014))

Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE GRINNELL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The Grinnell Urban Revitalization Plan allows property tax exemptions as follows:

X All qualified real estate assessed as residential. 100% abatement on the first \$75,000 for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000. (Does not include commercial used as residential or multi-residential.)

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years or 100% abatement for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the Grinnell Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: 12 Garden Cottage Lane

Legal Description: Garden Cottages Lot 12

Title Holder or Contract Buyer: Scott & Julia Doyle

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 319-610-6874

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No

Existing Property Use: Residential ___ Commercial ___ Industrial ___ Vacant

Proposed Property Use: Single-Family Home

Nature of Improvements: New Construction ___ Addition ___ General Improvements

Specify: _____

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: 10/25/2017

Permit(s) Valuation: 175,000.00 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion: 2-20-2019

Estimated or Actual Cost of Improvements: \$ 240,000

Signature: Julia L. Doyle

Name (Printed) Julia L. Doyle

Title: _____

Company: _____

Date: 1/13/2020

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved Reason (if disapproved) _____
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the GRINNELL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

00960078-1\10542-099

RESOLUTION NO. 2020-12

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO GRINNELL URBAN REVITALIZATION PLAN – AMENDMENT No. 3 (Richard & Dorthea McLaughlin, 1310 Elm Street).

BE IT RESOLVED by the Grinnell City Council that the improvement project as listed below meets the requirements to qualify for tax exemption as stated in Grinnell Urban Revitalization Plan, and

BE IT FURTHER RESOLVED that tax exemptions are subject to review by the Poweshiek County Assessor and that exemptions are not valid until improvements are completed.

NOW, THEREFORE, BE IT RESOLVED that the Application for Urban Revitalization tax exemption as submitted for the following property is approved by the Grinnell City Council:

Urban Revitalization: (Richard & Dorthea McLaughlin, 1310 Elm Street)

All qualified real estate assessed as residential. 100% abatement on the first \$75,000 for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

PASSED AND APPROVED THIS 20th day of January 2020.

Dan F. Agnew, Mayor

Attest:

Annmarie Wingerter, City Clerk/Finance Director

APPLICATION FOR TAX ABATEMENT UNDER THE
GRINNELL URBAN REVITALIZATION PLAN
FOR GRINNELL, IOWA (as modified by Amendment No. 3 (2014))

____ Prior Approval for Intended Improvements

Approval of Improvements Completed

FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE GRINNELL URBAN REVITALIZATION PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF GRINNELL, IOWA

The Grinnell Urban Revitalization Plan allows property tax exemptions as follows:

*All qualified real estate assessed as residential. 100% abatement on the first \$75,000 for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

All qualified real estate assessed as commercial. 100% abatement for 3 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000. (Does not include commercial used as residential or multi-residential.)

All qualified real estate assessed as abandoned. Declining sliding scale of abatement for 15 years or 100% abatement for 5 years. Improvements must increase the assessed value of the building by a minimum of 10% and be in an amount not less than \$10,000.

In order to be eligible, the property must be located in the Grinnell Urban Revitalization Area.

This application must be filed with the City by February 1 of the assessment year for which the exemption is first claimed, but not later than 2 years after the February 1st following the year that the improvements are first assessed for taxation.*

Address of Property: 1310 Elm Street

Legal Description: Parcel ID: 180-0563200 Township 80 Section 9

Title Holder or Contract Buyer: Richard M. & Dorothea D. McLaughlin

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 641-236-3781

Is there a Tenant on the Property that will be displaced by the Improvements who has occupied the same dwelling unit continuously for 1 year prior to _____ [insert date of adoption of the Plan]? Yes ___ No

Existing Property Use: Residential ___ Commercial ___ Industrial ___ Vacant

Proposed Property Use: Garage

Nature of Improvements: New Construction ___ Addition ___ General Improvements

Specify: 2 car garage

Permit Number(s) from the City of Grinnell Building Department

Date Permit(s) Issued: 10/31/2019

Permit(s) Valuation: \$29,000.00 [Attach approved Building Permit to this application]

Estimated or Actual Date of Completion:

State Electrical Inspection/Final - Passed 1/10/2020

Estimated or Actual Cost of Improvements:

\$29,000.00

Signature:

Richard M. McLaughlin

Name (Printed)

Richard M. McLaughlin

Title:

Company:

Date:

FOR CITY USE

CITY COUNCIL	Application Approved/Disapproved
	Reason (if disapproved)
	Date _____ Resolution No. _____
	Attested by the City Clerk _____
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or No eligible for Tax Abatement _____
	Assessor _____ Date _____

* Example: To receive a full exemption on Improvements that were first fully assessed on 1-1-2014, the property owner must file the application with the City no later than 2-1-2016.

This Application is a summary of some of the Plan terms; for complete information, read a copy of the GRINNELL URBAN REVITALIZATION PLAN, available at City Hall.

ATTACHMENTS: ATTACH YOUR APPROVED BUILDING PERMIT TO THIS APPLICATION

This Application is to be forwarded by the City to the County Assessor by March 1.

00960078-1\10542-099



CITY OF GRINNELL

520 4th Avenue
Grinnell, IA 50112-2043
641-236-2600 FAX 641-236-2626

RESIDENTIAL ACCESSORY BUILDING PERMIT

PERMIT #:	20200154	DATE ISSUED:	10/03/2019
JOB ADDRESS:	1310 ELM ST	LOT #:	2 & 1
PARCEL ID:	180-0563200	BLK #:	1
ADDITION:		ZONING:	R-2
TOWNSHIP:	80	RANGE:	16
SECTION:	9		
ISSUED TO:	MARK MCLAUGHLIN	CONTRACTOR:	VERNON MILLER LLC
ADDRESS:	1310 ELM ST	ADDRESS:	3394 HWY 546
CITY, STATE ZIP:	GRINNELL IA 50112	CITY, STATE ZIP:	SEYMOUR IA 52590
PHONE:		PHONE:	
PROP. USE:	SINGLE FAMILY RESIDENCE	OCCP TYPE:	R-3 ONE/TWO FAMILY
VALUATION:	\$ 29,000.00	CNST TYPE:	VB
SQ FT:	986.00		
SCOPE OF WORK: INSTALLING 29' X 34' GARAGE.			

FEE CODE	DESCRIPTION	AMOUNT
BLD01	BUILDING PERMIT	\$ 571.97
TOTAL		\$ 571.97

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 120 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

IT SHALL BE THE RESPONSIBILITY OF THE OWNER OR OWNER'S AUTHORIZED AGENT TO CAUSE ANY WORK TO REMAIN ACCESSIBLE AND EXPOSED FOR INSPECTION PURPOSES. INSPECTIONS MUST BE REQUESTED BY THE HOLDER OF THE PERMIT OR THEIR DULY AUTHORIZED AGENT, AND WORK MUST BE APPROVED BY THE BUILDING OFFICIAL BEFORE SUCCESSIVE CONSTRUCTION OCCURS. NO BUILDING OR STRUCTURE SHALL BE OCCUPIED WITHOUT FIRST BEING GRANTED A CERTIFICATE OF OCCUPANCY ISSUED BY THE BUILDING OFFICIAL.

THE BELOW SIGNED ACKNOWLEDGES CITY COUNCIL APPROVAL IS NEEDED PRIOR TO CONSTRUCTION FOR ANY URBAN REVITALIZATION TAX EXEMPTION.

(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

DATE

(APPROVED BY)

10/03/2019

DATE

Certificate of Occupancy

City of Grinnell

This project has been inspected for conformance with the applicable codes in force when this project was constructed and is hereby deemed to be in compliance therewith.

Use and Occupancy SINGLE- FAMILY HOME Certificate No. 20200154

Type of Construction: VB Zoning R-1

Name of Owner: RICHARD (MARK) & DOROTHEA MCLAUGHLIN Design Occupant Load: 0.00

Building Address 1310 ELM ST Sprinklers Required? NO

Special Stipulations: _____



Building Official, City of Grinnell

Date: 1-13-2020