



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JULY 20, 2026, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/93312063042?PWD=AQ6GCL8GIHIOHQIUNBVAH2WREM5E5A.1](https://zoom.us/j/93312063042?pwd=AQ6GCL8GIHIOHQIUNBVAH2WREM5E5A.1)

MEETING ID: 933 1206 3042
PASSCODE: 532518

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:

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.

A. Minutes: July 6, 2026.

B. Liquor License:

1. Triple K Sips LLC. Lucky Wife Wine Slushies, 925 3rd Avenue.

2. Fraternal Order of Eagles, 616 4th Avenue

C. Mayor Appointments:

1. Cheryl Neubert, Historic Preservation, term expiring 6/30/2029.

2. Russ Motta, Planning and Zoning, term expiring 6/30/2031.

D. Review Campbell Fund requests.

4. Meeting Minutes and Communications:

A. Finance Committee Minutes: July 6, 2026.

B. Public Works & Grounds Committee Minutes: July 6, 2026.

C. Public Safety Committee Minutes: July 6, 2026.

D. Planning Committee Minutes: July 6, 2026.

E. Police Monthly Report: June 2026.

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

F. Parks and Recreation Minutes: July 13, 2026.

5. Public Hearings:

- A. On the proposal to convey an Electric Line Easement to Interstate Power and Light Company.

6. Committee Business:

A. Report from the Finance Committee

1. Discuss request for financial assistance for 821 Commercial Street.
2. Consider approval of a recreational lease agreement for the Bear Recreation and Athletic Center at Grinnell College (See Resolution No. 2026-106)
3. Consider approval of a resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 4th Avenue LLC and Prairie Hospitality Group LLC. (See Resolution No. 2026-107)
4. Consider approval of a resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Karma Hospitality, LLC. (See Resolution No. 2026-108)
5. Consider approval of an Audit Agreement with SpyGlass to review and audit recurring fees on monthly payables.
6. Review the June 2026 Investment and Treasurers Reports.

B. Report from the Public Works and Grounds Committee

1. Consider approval of a resolution approving and authorizing conveyance of an Electric Line Easement to Interstate Power and Light Company. (See Resolution No. 2026-109)
2. Consider approval of an amendment to an agreement with Ritland+Kuiper for architect services at the Veterans Monument for a net increase of \$4,750.00.
3. Consider approval of a driveway approach request at 2009 Spaulding lane.
4. Consider approval of the All-Church Picnic event on Sunday, September 27, 2026.
5. Consider approval of the Air Force Brass Band concert on Thursday, August 20, 2026.
6. Consider approval of a right-of-way request from Aureon for fiber near the hospital.

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7. Consider approval of a right-of-way agreement with Windstream for an area on West Street between 11th and 16th Avenue.
8. Consider approval of a right-of-way agreement with Windstream for an area between Spencer Street and West Street and between 12th and 16th Avenue.

C. Report from the Public Safety Committee

1. Consider approval of a request from Greiner Construction on behalf of Grinnell College to City Council to close the sidewalk and some of the parking spaces in front of 1013 Broad St during construction in July of 2026.
2. Consider approval of the first reading of Ordinance No. 1574, an ordinance amending Section 69.07 pertaining to provisions of persons with disabilities parking. (See Ordinance No. 1574)

7. Inquiries: Public Comment

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

8. Adjourn:

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, JULY 6, 2026, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Mayor Pro-Tem Smith called the meeting to order at 7:00 p.m. with all council members present.

Hueftle-Worley made the motion, seconded by Wray, to approve the agenda as presented. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Hart, to approve the consent agenda:

- A. Minutes: June 15, 2026.
- B. Approve city claims and payroll claims from June 2, 2026, through and including July 6, 2026, in the amount of \$3,045,022.86.
- C. Approve FY 2026 tobacco permit for: Mahadeua Inc.
- D. Liquor License:
 - 1. State Street Lanes, 915 State Street.
 - 2. B.P.O Elks Lodge, 720 3rd Avenue.
 - 3. Triple K Sips LLC. Lucky Wife Wine Slushies, 925 3rd Avenue.
- E. Mayor Appointments:
 - 1. Pete Lahn, Airport Board of Adjustments, term expiring 12/31/2030.
- F. Review Campbell Fund requests.

AYES: 5-0. Motion carried.

The Council acknowledged receipt of the following meeting minutes and communications:

- A. Finance Committee Minutes: June 15, 2026.
- B. Public Works & Grounds Committee Minutes: June 15, 2026.
- C. Public Safety Committee Minutes: June 15, 2026.
- D. Planning Committee Minutes: June 15, 2026.
- E. Library Board Minutes: May 27, 2026.
- F. Library Board Minutes: June 9, 2026.

Wray made the motion, seconded by Smith, to approve a notice of intent to fill a City Council vacancy by appointment and authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Smith, to approve the Fiscal Year 2025 Audit.

AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2026-92. A resolution for monthly transfer of funds for trust and agency in the amount of \$11,651.25. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Smith, to approve Resolution No. 2026-93. A resolution for monthly internal transfer of funds in the amount of \$53,908.64. AYES: 5-0. Motion carried.

The Council discussed a possible Development Agreement with Hotel Grinnell. No action was taken.

The Council discussed the new property tax legislation. No action was taken.

Hueftle-Worley made the motion, seconded by Cox, to approve an expanded driveway approach at 1818 5th Avenue. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to direct staff to prepare a written service agreement to be presented at a future meeting with Poweshiek Water to serve property near corporate limits. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve the hiring Damian Imhoff at \$20.00 per hour as a Seasonal Parks Laborer. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve a street closure for a portion of the 1000 block of Main Street beginning July 7, 2026 for approximately 3 weeks to install water, storm and sanitary lines. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve a street closure of Broad Street between 2nd and 3rd Avenue the week of July 6, 2026, for approximately 1 week to perform street patching. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-94. A resolution authorizing payment of contractor's Pay Request No. 14, in the amount of \$178,410.95 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-95. A resolution authorizing payment of contractor's Pay Request No. 15, in the amount of \$78,757.56 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-96.

A resolution authorizing payment of contractor's Pay Request No. 16, in the amount of \$980,015.08 to WRH, Inc. for the Water Plant Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-97. A resolution authorizing payment of contractor's Pay Request No. 2, in the amount of \$4,850.00 to Manatt's, Inc. for the Bliss Street/8th Avenue Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-98. A resolution accepting work for the Bliss Street/8th Avenue Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-99. A resolution accepting work for the Broad Street Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-100. A resolution accepting the work for the Scout Subdivision Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to approve Resolution No. 2026-101. A resolution fixing date for a public hearing on the proposal to grant an Electric Line Easement to Interstate Power and Light Company, and providing for publication of notice thereof. AYES: 5-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-102. A resolution approving the amended Employee Safety Manual. AYES: 5-0. Motion carried.

Cox made the motion, seconded by Smith, to approve a Clinical Training Agreement with Iowa Valley Community College for Emergency Medical Services students. AYES: 5-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve a request for parking on the westbound side of Lang Creek to accommodate the construction workers to park while the parking lot is being constructed for United Mutual. AYES: 5-0. Motion carried.

Hart made the motion, seconded by Wray, to approve Resolution No. 2026-103. A resolution approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Grinnell Urban Renewal Area (Lots 25-26, Scout Subdivision); directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Innovative Construction, Inc. in the event that no qualified competing proposals are

submitted. AYES: 5-0. Motion carried.

Hart made the motion, seconded by Wray, to approve Resolution No. 2026-104. A resolution to approve improvement projects as submitted and request tax exemption for said improvements according to the Grinnell Urban Revitalization Plan. AYES: 5-0. Motion carried.

Hart made the motion, seconded by Wray, to approve Resolution No. 2026-105. A resolution designating the official physical posting location for public meeting notices and agendas. AYES: 5-0. Motion carried.

Hart made the motion, seconded by Wray, to accept the proposal from Re/Max Partners Realty for real estate marketing and listing services. AYES: 5-0. Motion carried.

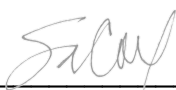
The Council will tour the Public Services facilities on July 13, 2026 at 5:00 P.M.

The Council discussed dead and dying trees. No action was taken.

The Council discussed strategic planning. No action was taken.

There was one inquiry regarding temporary employees wages.

The meeting was adjourned at 7:50 P.M.



SAM COX, MAYOR

ATTEST:



ALYSSA DEVIG, CITY CLERK

SPECIAL CLASS "C" RETAIL ALCOHOL LICENSE APPLICATION

Business Information

Name of Legal Entity: TRIPLE K SIPS LLC

FEIN: XX-XXX3170

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 0857819

Premises Information

Premises DBA: LUCKY WIFE WINE SLUSHIES

Premises Address: 925 3RD AVE GRINNELL IA 50112

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 01-Sep-2026

Length of License Requested: 5DAY

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Back to School Bash for Grinnell College in Central Park. Trailer will be in designated area to sell wine slushies pulled up in the parking lot area off of the street.

Endorsements

Local Authority: City of Grinnell

Dramshop Company: FOUNDERS INSURANCE COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	KEMPER, AMELIA	SSN	***-**-9745	24-Oct-1993	6417505990	1869 295TH ST TOLEDO IA 52342-9502	33.33
Individual	PANSEGRAU, NIKKI	SSN	***-**-6106	31-May-1984	6416911060	303 N EAST ST TOLEDO IA 52342-1707	33.33
Individual	KUSSEROW, SHANNON	SSN	***-**-5711	17-May-1985	6414857813	405 E MADISON ST TOLEDO IA 52342-1715	33.33

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: SHANNON KUSSEROW

Phone Number: 6414857813

Email Address: luckywifewineslushies8@gmail.com

Address: 1869 295TH ST TOLEDO IA 52342-9502

Attestation Information

Attestation Name: SHANNON KUSSEROW

Attestation Date: 02-Jul-2026

CLASS "C" RETAIL ALCOHOL LICENSE RENEWAL

Business Information

Name of Legal Entity: FRATERNAL ORDER OF EAGLES

FEIN: XX-XXX4910

Business Type: Corporation

This business is registered with the Secretary of State.

Business Number of Secretary of State: 74737

Premises Information

Premises DBA: GRINNELL AERIE NO 2545 FRATERNAL ORDER OF EAGLES

Premises Address: 616 4TH AVE GRINNELL IA 50112-1919

Premises Type: Private Club

Number of Floors: 1

Control of Premises: Own

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

Has the number of floors of the premises changed?

No

Have there been any changes to the premises in the last 12 months? This includes any changes that affect where alcohol is manufactured, stored, sold or consumed, such as adding, deleting, or changing permanent outdoor service areas.

No

Has there been a change in the control of property over the last 12 months? This includes a renewed/updated lease agreement, or changing from a deed to a lease, or a lease to a deed.

No

License Information

Effective Date: 16-Jul-2026

Length of License Requested: 12MONTH

Privilege(s) Requested

Catering - Allows catering of alcoholic liquor, wine, beer, and wine coolers. Alcohol must be catered with food. Food and alcohol must be served without cost to the guests. No sales on- or off-premises sales. Only available for 12 month terms.

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

beergarden

Endorsements

Local Authority: City of Grinnell

Dramshop Company: ILLINOIS CASUALTY CO

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	MOULDS, RONALD	SSN	***-**-4881	18-Jul-1953		605 CENTER STREET GRINNELL IA 50112	0.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

Yes

Criminal Violations

Legal Name	DOB	Violation Date	Charge	City	State	Citizenship Lost?
MOULDS, RONALD	18-Jul-1953	06-Oct-2025	OWI	GRINNE LL	IOWA	No

Contact Information

Contact Name: JIM STEVENSON

Phone Number: (641) 236-4787

Email Address: jimpack1@gmail.com

Address: 616 4TH AVE GRINNELL IA 50112-1919

Attestation Information

Attestation Name: RONALD MOULDS

Attestation Date: 24-Jun-2026



GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, JULY 6, 2026, AT 8:00 AM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Wray (Chair), Hart, and Smith. Also present were Angela Harrington, Russ Behrens and Alyssa Devig.

Smith made the motion, seconded by Hart, to approve a notice of intent to fill a City Council vacancy by appointment and authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Smith, to approve the Fiscal Year 2025 Audit. AYES: 3-0. Motion carried.

Smith made the motion, seconded by Hart, to approve Resolution No. 2026-92. A resolution for monthly transfer of funds for trust and agency in the amount of \$11,651.25. AYES: 3-0. Motion carried.

Hart made the motion, seconded by Smith, to approve Resolution No. 2026-93. A resolution for monthly internal transfer of funds in the amount of \$53,908.64. AYES: 3-0. Motion carried.

The Committee heard from Hotel Grinnell Management regarding a Development Agreement. No action was taken.

The Committee discussed property tax legislation. No action was taken.

There were no inquiries.

The meeting was adjourned at 9:47 A.M.

JO WRAY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR SESSION
MEETING
MONDAY, JULY 6, 2026, AT 4:45 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

MINUTES

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Cox, and Hueftle-Worley. Also present were Russ Behrens, Alyssa Devig, and Jo Wray.

Cox made the motion, seconded by Hueftle-Worley, to approve of an expanded driveway approach at 1818 5th Avenue. AYES: 2-0. Motion carried.

Hueftle-Worley made the motion, seconded by Cox, to direct staff to prepare a written service agreement to be presented at a future meeting with Poweshiek Water to serve property near corporate limits. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve hiring Damian Imhoff at \$20.00 per hour as a Seasonal Parks Laborer. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve a street closure for a portion of the 1000 block of Main Street beginning July 7, 2026 for approximately 3 weeks to install water, storm and sanitary lines. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve a street closure for of Broad Street between 2nd and 3rd Avenue the week of July 6, 2026 for approximately 1 week to perform street patching. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-94. A resolution authorizing payment of contractor's Pay Request No. 14, in the amount of \$178,410.95 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-95. A resolution authorizing payment of contractor's Pay Request No. 15, in the amount of \$78,757.56 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-96. A resolution authorizing payment of contractor's Pay Request No. 16, in the amount of \$980,015.08 to WRH, Inc. for the Water Plant Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-97. A resolution authorizing payment of contractor's Pay Request No. 2, in the amount of \$4,850.00 to Manatt's, Inc. for the Bliss Street/8th Avenue Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-98. A resolution accepting work for the Bliss Street/8th Avenue Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-99. A resolution accepting work for the Broad Street Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-100. A resolution accepting the work for the Scout Subdivision Project. AYES: 2-0. Motion carried.

Cox made the motion, seconded by Hueftle-Worley, to approve Resolution No. 2026-101. A resolution fixing date for a public hearing on the proposal to grant an Electric Line Easement to Interstate Power and Light Company, and providing for publication of notice thereof. AYES: 2-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 4:55 P.M.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK



GRINNELL PUBLIC SAFETY COMMITTEE REGULAR SESSION MEETING
MONDAY, JULY 6, 2026, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Cox, Hueftle-Worley and Smith. Also present were Alyssa Devig, Russ Behrens, and Jo Wray.

Hueftle-Worley made the motion, seconded by Smith, to approve Resolution No. 2026-102. A resolution approving the amended Employee Safety Manual. AYES: 3-0. Motion carried.

Smith made the motion, seconded by Hueftle-Worley, to approve a Clinical Training Agreement with Iowa Valley Community College for Emergency Medical Services students. AYES: 3-0. Motion carried.

Hueftle-Worley made the motion, seconded by Smith, to approve a request for parking on the westbound side of Lang Creek to accommodate the construction workers to park while the parking lot is being constructed for United Mutual. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 5:31 P.M.

JOHN COX, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK



GRINNELL PLANNING COMMITTEE REGULAR SESSION MEETING
MONDAY, JULY 6, 2026, AT 6:15 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

MINUTES

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Hart and Wray. Also present were, Russ Behrens, Sarah Smith, and Alyssa Devig.

Hart made the motion, seconded by Wray, to approve Resolution No. 2026-103. A resolution approving reasonable competitive bidding procedures for and setting the date for a public hearing on the proposal to convey interests in real property located within the Grinnell Urban Renewal Area (Lots 25-26, Scout Subdivision); directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Innovative Construction, Inc. in the event that no qualified competing proposals are submitted. AYES: 2-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2026-104. A resolution to approve improvement projects as submitted and request tax exemption for said improvements according to the Grinnell Urban Revitalization Plan. AYES: 2-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2026-105. A resolution designating the official physical posting location for public meeting notices and agendas. AYES: 2-0. Motion carried.

Wray made the motion, seconded by Hart, to accept the proposal from Re/Max Partners Realty for real estate marketing and listing services. AYES: 2-0. Motion carried.

The committee acknowledged the tour of the Public Services department for July 13, 2026 at 5:00 P.M. No action was taken.

The Committee discussed dead and dying trees. No action was taken.

The committee discussed strategic planning. No action was taken.

There were no inquiries.

The meeting was adjourned at 6:30 P.M.

RACHEL BLY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK



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 Sam Cox, Mayor
Honorable City Council Persons
Mr. Russ Behrens, City Manager
Mrs. Alyssa Devig, City Clerk

DATE: 8 JULY 2026

SUBJECT: MONTHLY REPORT FOR JUNE 2026

MONTHLY STATS	CURRENT MO.	LAST MO.	PREVIOUS YEAR
		MAY 2026	JUNE 2025
ARRESTS	15	32	36
CITATIONS	28	40	26
WARNINGS	36	32	43
PD Collisions	7	9	8
PI Collisions	1	6	3
HIT & RUN	1	1	3
Parking Citations	63	94	26
Calls for Service	813	805	640

BIAS-BASED POLICING REPORT (JUN 2026)

	ETHNICITY	GENDER (M/F)	RACE
ARRESTS	0 (Hispanic or Latino) 15 (Not Hispanic or Latino)	11/4	0 (American Indian or Alaska Native) 0 (Asian) 1 (Black) 14 (White)
CITATIONS	0 (Hispanic or Latino) 28 (Not Hispanic or Latino)	21/7	28 (White) 0 (Asian) 0 (Black) 0 (American Indian or Alaska Native)
WARNINGS	3 (Hispanic or Latino) 33 (Not Hispanic or Latino)	21/15	36 (White) 0 (Asian) 0 (Black) 0 (American Indian or Alaska Native)



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

MENTAL HEALTH CRISIS CFS FOR JUN 2026 (Faith Repp)

Mental Health Crisis Calls for Service (CFS) - Total	90
Poweshiek County Sheriff's Office- CFS Referred	0
Grinnell Fire Department – CFS Referred	2
Grinnell Police Department- CFS Referred	48
% Referred for additional resources/ assistance	53%

CODE ENFORCEMENT CFS FOR JUN 2026 (Daniel Gilliam)

Animal Complaints	3
Debris	1
City Code Violations/ Warnings	67
Public Assist	3
Total:	74



GRINNELL PARKS AND RECREATION BOARD REGULAR
SESSION MEETING
MONDAY, JULY 13, 2026, AT 5:15 PM
IN THE GRINNELL ATHLETIC AND RECREATION CENTER

MINUTES

1. Roll Call:

Russ Crawford, Whitney Jensen, Ralph Eyberg, Lee Staroska, Lisa Lindley, Matt Moyer, Lauren Gant, Jack Eckstaine and Jordan Allsup.

2. Approve Agenda:

At 5:16pm Staroska made the motion to approve the agenda, second by Lindley to approve the agenda. AYES: All. Motion carried.

3. Approval of Minutes:

A. June 8, 2026- Lindley made the motion, second by Jensen, to approve June 8, 2026, meeting minutes. AYES: All. Motion carried.

4. Committee Business:

A. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2026-2027 fiscal year

- Parks and Cemetery Vegetation-Pollinator Garden at Merrill Park is coming in nicely. Central Park vegetation is coming along around Vets Monument. No action necessary.
- Arbor Lake/Lake Nyanza-Allsup reported that the project is nearing 60% design and should be at that review point by the end of the month.
- Recreation Facilities Feasibility Study-Steering committee has been set up with all identified individuals agreeing to serve on the committee. City staff will look to set the first meeting in early August. No action necessary.
- Merrill Park Green Space project Allsup presented two options from different contractors converting existing ball diamond at Merrill Park into a multi-use green space as recommended by the 2025 Master Parks & Recreation Plan. Lindley motioned to pursue the lower estimate to convert Merrill Park ball diamond into a green space. Second by Jensen. AYES: 5 (Lindley, Jensen, Gant, Moyer, Staroska) Abstained: Crawford and Eyberg. Motion carried.

B. Recreation — Allsup reported that Movie Night in the Park has been a great success in its first year with nearly 100 people in attendance for the second showing of Zootopia 2. Adult softball league is a go for the first time since 2022 and Allsup stated that with team athletic programs nationwide in a decline it was nice to see this program going again. No action necessary.

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or adevig@grinnelliowa.gov, no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.

- C. Aquatics — Eckstaine reported that admission numbers are slightly down from 2025 at the Aquatic Center contributed mostly from a cooler June. The Capes, Crowns, & Waves event at the Aquatic Center was a great success even with sub-par weather the date of the event, and staff look forward to hosting again next year.
- D. Special Event Request — Staroska motioned to approve the rental of the Central Park stage on Thursday, August 20th for the “Air Force Brass Band” concert. Second by Moyer. AYES: all. Motion carried.
- E. Special Event Request — Moyer motioned to approve the rental of the Central Park Shelter for the “All Church Picnic” event on Sunday, September 27th. Second by Jensen. AYES: all. Motion carried.
- F. Elect board chairperson and Vice chairperson. - Lindley motioned to re-elect Russ Crawford as board chairperson and Whitney Jensen as board vice chairperson. Second by Staroska. AYES: all. Motion carried.

5. Notes:

6. Inquiries:

- 7. Adjourn:** Jensen made the motion at 6:18pm to adjourn the meeting, second by Lindley. AYES: All. Motion carried.

Parks and Recreation Director
Jordan Allsup



CITY OF GRINNELL
520 4th Avenue
Grinnell, IA 50112-1947
Phone: 641-236-2600
Fax: 641-236-2626

The Parks and Recreation board would like the City Council to act on the recommendation to approve the Air Force Brass Band concert on Thursday, August 20, 2026.

The Parks and Recreation board would like the City Council to act on the recommendation to approve the All-Church Picnic event on Sunday, September 27, 2026.

Respectfully Submitted,

Jordan Allsup
Parks & Recreation Director

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF GRINNELL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO GRANT AN ELECTRIC
LINE EASEMENT TO INTERSTATE POWER AND LIGHT
COMPANY

PUBLIC NOTICE is hereby given that the Council of the City of Grinnell in the State of Iowa, will hold a public hearing on July 20, 2026, at 7:00 P.M. in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at which meeting the Council proposes to take action on the proposal to grant an Electric Line Easement to Interstate Power and Light Company. The real property is described as follows:

An Easement Area ten feet (10') in width, being five feet (5') on each side of the described centerline, as constructed, across the following described parcel:

Part of Lot 7, part of Lot 8 and part of Lot 9, all in Block 3, lying North of the railroad right-of-way, City of Grinnell, more specifically described in that certain Warranty Deed recorded on July 17, 1975, in Book 330 Page 451, as Document No. 1464, and in that certain Warranty Deed recorded on January 5, 1967, in Book 273 Page 55, as Document No. 30, and in that certain Court Officer Deed recorded on September 9, 1964, in Book 244 Page 262, as Document No. 3381, in the office of the Recorder of Deeds, Poweshiek County, Iowa.

A copy of the proposed Easement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Grinnell, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposed granting of the Easement. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal.

This notice is given by order of the City Council of the City of Grinnell in the State of Iowa, as provided by Section 364.7, Code of Iowa.

Dated this 6th day of July, 2026.

City Clerk, City of Grinnell in the State of Iowa

(End of Notice)

Downtown Grinnell Historic Restoration and Renovation Proposal 821 Commercial Street

Submitted to City of Grinnell July 13, 2026

Owners Robert and Nancy Clower (the “Owners”) propose restoration and renovation of an historic building in downtown Grinnell, locally known as 821 Commercial Street (parcel ID 180-0516900) (the “Property”), and are requesting assistance with the project from the City of Grinnell (the “City”).

Background

The historic Cass and Works building was constructed on the northwest corner of Broad and Commercial Streets in 1889. The Property, purchased by the Owners in 2023, constitutes the westernmost portion of the entire south (Commercial Street) portion of the Cass and Works building. The rest of the south portion, locally known as 819 Broad Street (parcel ID 180-0500900) (the “Corner Portion”), was purchased by the Owners in 2006, and comprises a corner commercial space (currently Jays Deli), a street level apartment, and two second-floor apartments. The northern (Broad Street) portion of the Cass and Works building is owned by Carabelli LLP (Family Dentistry with residential units above).

In 2016, the Owners participated in a major facade restoration project that embraced numerous properties in downtown Grinnell. This project resulted in substantial though not complete restoration of the Corner Portion facade, which included brick and stone replacement and repair, restoration of full-height street-level windows, new historically appropriate doors and windows, and interior ceiling reconfiguration to accommodate restored window height. Restoration of full-height second-floor windows was not included in this earlier project.

Work Proposed

The proposed project will result in nearly complete historically appropriate façade restoration on the entire north side of Commercial Street from Broad to Main, the only exceptions being 819 Commercial Street (one-story building between the Property and the Seaman’s building), and the second-floor windows of the Corner Portion. As suggested by the City, the work covered in this proposal includes not only façade restoration, but also transition and interior work necessary for and ancillary to that restoration (including brick and stone replacement and repair, and ceiling reconfiguration for full-height windows), as well historically appropriate interior restoration (including 14-foot ceilings where appropriate, and refinished

original fir and oak floors) and renovation (new wiring, plumbing, HVAC components, windows, kitchens, baths, drywall and paint).

When completed, the Property will comprise the following three units:

- 1) A street-level apartment (1460 square feet) with an eight-section, 160 square foot full glass street front approximating the original façade design, large open-plan living area, two bedrooms, two bathrooms, laundry room, and pantry. The large bedroom will include a lofted sitting area and clerestory admitting light from the front living area. Wiring and plumbing will be updated, including rerouting of upstairs services previously hidden by drop ceilings. Walls and ceilings common with adjoining or service spaces will be double sheet-rocked for fire safety, and the plan will preserve the emergency exit opening to the alley.

At the time of purchase, this space long had shifted between residential and commercial use, and was in poor to very poor condition. Suspended drop ceilings, carpet on floors and walls, and poorly-conceived partitioning concealed the space's original scale and character.

- 2) An upstairs front apartment (510 square feet) with south and west facing windows, one bedroom, and one bathroom. All kitchen counters and appliances will be replaced, and a dishwasher added. Wiring and plumbing will be updated, including rewiring and replacement of baseboard heaters. In association with façade restoration, the main south windows in this unit will be restored to their full height, and the existing framed ceiling will be reconfigured to accommodate this change.

At the time of purchase, this unit was in very poor to uninhabitable condition.

- 3) An upstairs back apartment (680 square feet) with west and north facing windows, one bedroom, and one bathroom. (*Work on this unit is not contemplated in this proposal.*)

At the time of purchase, this unit was in fair condition, and now is in good to very good condition following window replacement, carpet replacement, and repainting throughout, all in 2022. This unit has been occupied since the completion of these improvements.

Budget and Assistance Requested

In the budget for the proposed project, costs are divided into two parts. Part 1 comprises materials and labor costs for historical façade restoration, and also transition and interior work

directly necessary for and ancillary to that restoration. Given the direct contribution of such improvements to the coherent historic appearance strongly favored in downtown Grinnell, the Owners request City assistance of thirty-five percent (35%) of Part 1 total costs.

Part 2 comprises all other materials and labor costs for restoration and renovation of the Property. Such work is not as directly related to restoring the historical character of the Property viewed from the street, but does comport with the goal of achieving historical appropriateness throughout the interior as well. Accordingly, the Owners request City assistance of twenty-five percent (25%) of Part 2 total costs.

Work on the project began last summer and is approximately 45% complete, both in terms of expenditures and physical progress. It is the Owners' understanding that, especially given how recently work commenced, the City will "look back" and include past expenditures in calculating its contribution.

Of the enumerated line-item project costs below, some already have been incurred in full or in part, and others still are anticipated in full or in part. Most are included in the attached estimates for each space provided by Bri-Bre Construction LLC ("Bri-Bre") of Kellogg. Remaining line-item project costs are shown as allowances based on costs already incurred and still anticipated.

Local services and materials providers have been and will continue to be used extensively.

Part 1 – Historical façade restoration and ancillary work (35% assistance requested)

Street level apartment

Framing, drywall, mud, paint, trim (50% Bri-Bre estimate)	45,930
Front (street) wall windows (Pella Glass)	9435

Second floor apartment

Brickwork, framing, drywall, mud, paint, windows, trim (50% Bri-Bre estimate)	33,373
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TOTAL	88,738
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Assistance requested	31,058
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Part 2 – Historically appropriate interior renovation (25% assistance requested)

Street level apartment

Framing, drywall, mud, paint, floors, doors, trim (50% Bri-Bre estimate)	45,930
Plumbing allowance (German)	5000
Electrical rewiring and reconfiguration (S&S)	15,430
Heating and cooling (Jensen)	2000
Appliances, bathroom fixtures, kitchen counter and cabinets	4000
Loft compact stairs and railing	3500
Lighting and front wall window blinds	2500

Second floor apartment

Framing, drywall, paint, floors, doors, trim (50% Bri-Bre estimate)	33,373
Electrical allowance	3000
HVAC (mini-split) allowance	5500
Appliances	3000

TOTAL	123,233
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Assistance requested	30,808
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Street level estimate

Bri-Bre Construction LLC

9112 Imperial Ave
Kellogg, IA 50135 US
brenda.scaletta@yahoo.com

Estimate

ADDRESS
Rob Clower
821 Commercial Stret
Street Level
Grinnell, IA 50111

ESTIMATE 1012
DATE 05/14/2025

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Framing Transom/Loft Bedroom	1	5,300.00	5,300.00
	Services	2nd Bedroom/Hall, Framing Ceilings	1	3,200.00	3,200.00
	Services	Laundry Room, 2 new doors & Framing	1	4,550.00	4,550.00
	Services	Kitchen, setting cabinets, upper shelving,	1	10,450.00	10,450.00
	Services	Flooring, front room, repairs & sand - seal	1	17,350.00	17,350.00
	Services	Tile/baths/laundry	1	7,780.00	7,780.00
	Services	Framing St. Side Transom	1	13,180.00	13,180.00
	Services	Frame bulk heads, case in front room	1	2,100.00	2,100.00
	Services	Drywall and mud throughout property	1	14,700.00	14,700.00
	Services	Re-install existing doors and casings	1	2,800.00	2,800.00
	Services	New doors & trim front room, windows/doors	1	2,800.00	2,800.00
	Services	Painting allowance	1	7,650.00	7,650.00

This is an Estimate only. Final costs may vary. See more detailed descriptions on detailed estimate cost breakdown sheet	SUBTOTAL	91,860.00
	TAX	0.00
	TOTAL	\$91,860.00

Second floor estimate

Rob Clower - 821 Commercial Street Grinnell, IA

Up Stairs Remodel

Brick repair on street side	12000.00
Replace 2 windows on street side	7000.00
Replace windows in bedroom & bathroom	4870.00
Raise Ceiling to 12: - 11' x 14' area	
Hang, mud & tape 5/8" dry wall	18200.00
Refinish upstairs floor, 438 sq. ft.	3066.00
Closet - remove carpet and skim coat walls	
Replace paneling with finish grade plywood	2570.00
New countertops - granite	3200.00
Paint allowance	8200.00
Remove & replace 4 doors	2400.00
Install new trim on entry door	90.00
Lighting allowance	1800.00
Baseboard heat allowance	1200.00
Baseboard materials & labor	450.00
Plumbing allowance - to include...	
Tub, shower and sink	
Remove tile, back splash & install new dry wall and new sink	1700.00
Electrical allowance - TBD	
Install mini split - TBD	
TOTAL	66746.00

RESOLUTION NO. 2026-106

A RESOLUTION APPROVING THE RECREATIONAL LEASE AGREEMENT FOR THE CHARLES BENSON BEAR '39 RECREATION AND ATHLETIC CENTER BETWEEN THE CITY AND GRINNELL COLLEGE

WHEREAS, the City Council has determined that it is in the best interest of the city to sign an agreement with Grinnell college for the Charles Benson Bear '39 Recreation and Athletic Center; and

WHEREAS, it is the desire of the city to provide its citizens with substantial year-around recreation and it is the desire of the College to aid the City in providing such recreation

WHEREAS, the college agrees to grant to the City for a nominal cost, as license to occupy and use specific recreational facilities of the College located on the premises known as the "Charles Benson Bear '39 Recreation and Athletic Center," and located at 1201 10th Avenue, Grinnell, Iowa; and

WHEREAS, the terms of the lease are July 1, 2026, through June 30, 2027, which includes use of the Community locker rooms, swimming pool and wet classroom for payment of \$6,600; and

WHEREAS, the City Council has reviewed and does hereby agree to the mutual promises contained in said agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRINNELL that the Mayor and City Clerk are hereby authorized to sign the license agreement on behalf of the city.

Passed and approved this 20th day of July 2026.

SAM COX, MAYOR

ATTEST:

ERIEENNE DOLL, DEPUTY CITY CLERK

LEASE AGREEMENT
(CHARLES BENSON BEAR '39 RECREATION AND ATHLETIC
CENTER)

This Lease Agreement ("Agreement") is made effective the date set forth in Exhibit A attached hereto by and between The Trustees of Grinnell College, hereinafter referred to as the "College" and the City of Grinnell, Iowa, hereinafter referred to as the "Licensee".

RECITALS

- A. It is the desire of the College to promote the cultural, recreational and civic activities of the citizens of Grinnell, Iowa, by allowing the limited use of its facilities by the citizens of Grinnell, Iowa.

In consideration of the mutual promises herein contained, the parties agree as follows:

SECTION ONE
GRANT OF LICENSE

The College hereby grants to the Licensee a license to occupy and use, subject to all the terms and conditions hereof, the facilities set forth in Exhibit A attached hereto ("Facilities") as well as any services described in Exhibit A ("Services").

It is agreed that use by the Licensee will not interfere with the use by the College, its students, employees or guests. The College shall determine when use by the Licensee interferes with the use by the College and the Licensee shall abide by such determination.

Any maintenance, custodial, or security costs required during an event will be an additional, separately charged fee in addition to the fee within this Agreement.

SECTION TWO
DESCRIBED PURPOSES AND LIMITATIONS

The Licensee may occupy and use the listed Facilities solely for nonprofit, recreational purposes consistent with the nature of the specific spaces and for incidental related purposes, provided the Licensee's use of the specific Facilities does not interfere with the use by the College, its students, employees or guests.

The swimming pool hours are determined by the Natatorium Coordinator. Any pool use will be in accordance with the schedule set forth in Exhibit A. Any additional times shall result in an additional charges per this Agreement.

SECTION THREE
USE OF THE PIONEER-ONE CARD

All Charles Benson Bear '39 Recreation and Athletic Center users are required to present a Grinnell College Pioneer-One Card (P-Card) at the Welcome Desk each time before using the facility. Seventy-two (72) hours will be needed between signing up for a P-Card and having the P-Card issued.

SECTION FOUR
INDEMNIFICATION AND INSURANCE

Licensee agrees to indemnify and hold harmless the College from any claim, loss or liability or expense, including, without limitation, reasonable attorney fees, relating to the Licensee's use of the Facilities. The purpose of this provision is to allow the College to make the Facilities available to the Licensee at a nominal cost. This provision for the indemnification shall not apply to any claim, loss, or liability arising directly from the use of the Facilities by any College student, College employee, or guest of the College.

Licensee shall at all times maintain general liability insurance in the amount of no less than one million dollars (\$1,000,000) per occurrence, for claims made at any time (whether during or after the term of this Agreement) on account of an incident, act or omission occurring during the term of this Agreement. Licensee will provide evidence of insurance coverage and premium payment to the College at the time of execution of this Agreement and from time to time as requested by the College.

SECTION FIVE
EQUIPMENT

The College shall not provide any equipment for use by the Licensee except that equipment that may be an integral part of the recreational spaces listed above. The Colorado Time system shall be operated only by the Natatorium Coordinator, or by the Natatorium Coordinator's trained appointee(s), either of whom shall be compensated by the Licensee at the applicable hourly rate for that individual, for all hours needed to set-up prior to a competition, operate the timing system during the competition, and tear down following the City competition.

Those persons trained to run the timing system and to do pool set-up and tear down in the short course formation, twenty-five (25) yards are as follows:

Jack Eckstaine, Brad Lindberg, Steve Gant, Travis Smith, Heather Cox, John Cox, Whitney Jensen and Jamie Leonard.

The above named individuals are not trained to move the bulkheads.

SECTION SIX
SAFETY AND SUPERVISION

The Licensee and those persons using the Facilities by permission of the Licensee shall abide by all general rules of conduct of the College relating to the health and safety of those persons using the Facilities. The Licensee shall provide adequate supervision for the use by the Licensee and those persons using the Facilities by permission of the Licensee. In addition, the Licensee shall be

responsible for ensuring that all students and their parents and guardians and other users of the Facilities fully understand and agree to the risks associated with the use of the Facilities.

SECTION SEVEN **CARE OF THE FACILITIES**

The Licensee shall not permit or allow the Facilities to be damaged by any act of negligence of the Licensee or of any person on the Facilities by permission of the Licensee. The Licensee and those persons using the Facilities by permission of the Licensee shall abide by all rules of conduct of the College relating to the care of the Facilities.

SECTION EIGHT **ILLEGAL USE AND NONDISCRIMINATION**

The Licensee, and all persons using the Facilities by permission of the Licensee, shall obey all laws, statutes, regulations and ordinances. The Licensee shall not discriminate against any person because of race, color, ethnicity, national origin, age, sex, gender, sexual orientation, gender identity or expression, marital status, veteran status, pregnancy, childbirth, religion, disability, creed or any other protected class, nor shall it permit the Facilities to be so used.

SECTION NINE **LICENSEE PAYMENT**

The Licensee shall pay to the College the amount set forth in Exhibit A as reimbursement for the College's cost in providing and maintaining the Facilities for the Licensee's use. Payment in full is required within thirty (30) days of the date of the invoice.

SECTION TEN **INDEPENDENT CONTRACTORS**

The parties understand and agree that in the performance of this Agreement, the College is at all times acting and performing as an independent contractor with respect to Licensee and not as an employee, agent, partner, or joint venturer of Licensee. Except as otherwise provided in this Agreement, neither party shall have authority to bind the other party or to transact any business in the name of the other or on its behalf, or to make any promises or representations on behalf of the other party.

SECTION ELEVEN **TERM AND TERMINATION**

The term of this Agreement shall be as set forth in Exhibit A, which may be replaced upon written agreement of the parties.

This Agreement may be terminated by either Agreement with or without cause upon thirty (30) days advance written notice to the other party.

This Agreement also may be terminated by either party due to a breach of this Agreement by the other party if such breach remains uncured for a period of ten (10) days following receipt by the breaching party of written notice given by the non-breaching party specifying the breach; provided, that, if such breach is not

reasonably capable of cure within such ten (10)-day period the non-breaching party may terminate this Agreement immediately upon notice to the breaching party.

In the event this Agreement is terminated by the College without cause prior to the end of the swimming season, the College will refund a pro rata amount of the Lease Payment for the period of time between the termination of this Agreement and the end of the applicable term.

SECTION TWELVE

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

a. If to College, to:

Grinnell College
Old Glove Factory
733 Broad Street
Grinnell, IA 50112-1670
Attn: Procurement Manager

b. If to Licensee, to:

City of Grinnell, Iowa
520 4th Ave.
Grinnell, IA 50112
Attn: City Clerk/Finance Director

or to such other address or person as any party hereto may designate by notice given in accordance herewith.

SECTION THIRTEEN

MISCELLANEOUS

The rights and obligations of the parties to this Agreement may not be assigned or subcontracted unless such assignment or subcontract is in writing and consented to by the parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and has been entered into in Grinnell, Poweshiek County, Iowa. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto

each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of the terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. Sections Four, Six, Nine, Eleven, Twelve, and Thirteen shall survive any termination of this Agreement. **THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

Dated: _____

THE TRUSTEES OF GRINNELL COLLEGE

CITY OF GRINNELL, IOWA

By: _____
Germaine Gross
Vice President for Finance and
Treasurer of the College

By: _____
Sam Cox
Mayor

By: _____
Alyssa Devig
City Clerk/Finance Director

Exhibit A

Term: July 1, 2026 through June 30, 2027

Facilities and Services:

- ☒ The indoor swimming and locker facilities located in the Charles Benson Bear '39 Recreation and Athletic Center. The swimming pool hours will be published within three weeks of the beginning of each semester. Swimming pool hours may vary during the College's Fall, Winter, and Spring Breaks

College provided lifeguards during the published pool hours.

Licensee has up to five lanes available during their practice times, including the diving well (if available based on usage and lifeguards).

The College reserves the right to change the pool hours during this contract, with a five (5) day notice to the Licensee.

The Licensee may host up to four (4) swim meets per agreement year without prior approval from the College. Any additional swim meets beyond four (4) must receive prior written approval from the College, which the College may withhold or condition on additional fees or terms in its sole discretion.

The City Recreation Department may conduct lifeguard training classes in the pool and wet classroom during one, three-day session per agreement year. Additional classes may be offered based on availability, provided that 30% of any and all class spots shall be reserved for Grinnell College students or prospective BEAR facility lifeguards until the class registration deadline. The Licensee will provide and pay for lifeguards as necessary for the class sessions based on the number of participants in the training classes. The person conducting the training classes will not be allowed to serve as a lifeguard during the training sessions.

There is a required 24-hour notice from the Licensee to the College for any new lifeguard orientation needs.

If the College can function in the regular hours while hosting your event (practice, meet, lifeguard training, etc.) then the College would have guards on site, paid for and scheduled by the College. If the event prevents the College from operating in regular hours (i.e., Meets that close the pool for open swim hours) then Licensee will be responsible for paying and scheduling the guards.

Licensee Payment: \$6,600

The amount shall be paid \$3,300 on January 5, 2027, and \$3,300 on June 8, 2027

Other Requirements:

Going forward please note the Licensee Payments for the coming years:

- Fiscal Year 2028: 6,900

After this we anticipate a possible 3-5% increase year-over-year.

ITEM TO INCLUDE ON AGENDA

CITY OF GRINNELL, IOWA

July 20, 2026

7:00 P.M.

Grinnell Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with 4th Avenue LLC and Prairie Hospitality Group LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

July 20, 2026

The City Council of the City of Grinnell in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at 7:00 P.M., on the above date. There were present Mayor Cox, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 4TH AVENUE LLC AND PRAIRIE HOSPITALITY GROUP LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2026-107

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH 4TH AVENUE LLC AND PRAIRIE
HOSPITALITY GROUP LLC, AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 1687, adopted March 21, 1994, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Grinnell Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Grinnell Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended nine times, most recently by Amendment No. 10 approved by Resolution No. 2025-184 adopted on October 20, 2025, and which Plan, as amended, is on file in the office of the Recorder of Poweshiek County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from 4th Avenue LLC (the "Property Owner") and Prairie Hospitality Group LLC (the "Tenant"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, the Property Owner, and the Tenant, pursuant to which, among other things, the Property Owner would agree to construct certain Property Owner Minimum Improvements and the Tenant would agree to construct certain Tenant Minimum Improvements (as those terms are defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement proposes that the City will make a one-time grant payment to the Property Owner in an amount equal to the lesser of (i) \$28,823, or (ii) twenty percent (20%) of the actual cost of construction of the Property Owner Minimum Improvements ("Property Owner Grant"), under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make a one-time grant payment to the Tenant in an amount equal to the lesser of (i) \$17,000, or (ii) twenty percent (20%) of the actual cost of construction of the Tenant Minimum Improvements ("Tenant Grant"), under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Tenant relates to employment retention and/or creation; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said blight remediation and economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at 7:00 P.M. on August 3, 2026, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with 4th Avenue LLC and Prairie Hospitality Group LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF GRINNELL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH 4TH AVENUE LLC
AND PRAIRIE HOSPITALITY GROUP LLC, AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Grinnell in the State of Iowa, will hold a public hearing on August 3, 2026, at 7:00 P.M. in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with 4th Avenue LLC (the "Property Owner") and Prairie Hospitality Group LLC (the "Tenant").

The Agreement would obligate the Property Owner to construct certain Property Owner Minimum Improvements and the Tenant would be obligated to construct certain Tenant Minimum Improvements (as those terms are defined in the Agreement) on certain real property located within the Grinnell Urban Renewal Area as defined and legally described in the Agreement, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Tenant relates to employment retention and/or creation.

The Agreement proposes that the City will make a one-time grant payment to the Property Owner in an amount equal to the lesser of (i) \$28,823, or (ii) twenty percent (20%) of the actual cost of construction of the Property Owner Minimum Improvements ("Property Owner Grant"), under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement further proposes that the City will make a one-time grant payment to the Tenant in an amount equal to the lesser of (i) \$17,000, or (ii) twenty percent (20%) of the actual cost of construction of the Tenant Minimum Improvements ("Tenant Grant"), under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Grinnell, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Property Owner and Tenant. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Grinnell in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2026.

City Clerk, City of Grinnell in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of July, 2026.

Mayor

ATTEST:

City Clerk

)

) SS

)

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of _____, 2026 by and between the CITY OF GRINNELL, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 (“Urban Renewal Act”) of the Code of Iowa, 2025, as amended; 4TH AVENUE LLC, an Iowa limited liability company having offices for the transaction of business at 1022 Broad Street, Grinnell, Iowa (“Property Owner”); and PRAIRIE HOSPITALITY GROUP LLC, having offices for the transaction of business at 924 Main St., Grinnell, Iowa (“Tenant”). The City, Property Owner, and Tenant are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Grinnell Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area by Resolution No. 1687 on March 21, 1994 and which has been amended several times, lastly by Amendment No. 8 as approved by resolution on August 3, 2020 (the “Urban Renewal Plan”); and

WHEREAS, Property Owner owns certain real property within the Urban Renewal Area, legally described as follows:

Unit A in 924 Main Street Condominiums located in the City of Grinnell, Poweshiek County, Iowa, as recorded in the Declaration of Condominium filed July 30, 2010, in Book 0875, Page 0154 in the office of the Poweshiek County Recorder.

Known Locally as: 924 Main St., Grinnell, Iowa.

(which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Tenant leases the Development Property and owns and operates a restaurant business located within the Development Property (“Prairie Canary”); and

WHEREAS, the restaurant and building systems on the Development Property are showing the effects of substantial demands on kitchen equipment, exhaust and ventilation systems, refrigeration, plumbing, electrical systems, flooring, walls, ceilings, and related infrastructure; and

WHEREAS, to preserve Prairie Canary's long-term viability and maintain its role as a downtown destination, the Property Owner and Tenant are willing to cause certain Minimum Improvements on the Development Property (the “Project”); and

WHEREAS, Chapter 15A of the Code of Iowa provides that cities may provide forgivable loans and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, to ensure the Prairie Canary remains a viable downtown destination, to prevent the emergence of blighted conditions, to ensure that assessed valuations do not decline, to ensure job opportunities remain available, and in consideration of the Property Owner and Tenant's obligations under this Agreement, the City is willing to provide grants under the terms and conditions of Article II of this Agreement (the "Development Incentives"); and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

REPRESENTATIONS AND COVENANTS OF PROPERTY OWNER AND TENANT

Section 1.1. Representations and Covenants of the Property Owner. Property Owner makes the following representations and covenants:

- a. Minimum Improvements. Property Owner shall cause the Minimum Improvements described as "Property Owner Improvements" in Exhibit A-1 (the "Property Owner Minimum Improvements") to be constructed in accordance with the terms of this Agreement and with all local, State, and federal laws and regulations. The Property Owner Minimum Improvements shall be and remain on the Development Property for the duration of this Agreement.
- b. No Violations or Claims. To its knowledge and with respect to the Project, the Property Owner is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Property Owner with respect to such laws.
- c. Total Investment. Property Owner represents that its total investment in the Development Property for the Project will be not less than \$131,115 (including contingency), and that without the Development Incentives contemplated herein, Property Owner would not undertake the Project.
- d. Completion of Improvements. Property Owner expects that the Property Owner Minimum Improvements will be completed by December 31, 2027., barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than the City)
- e. Insurance. Property Owner agrees during construction of the Property Owner Minimum Improvements and thereafter until the Termination Date, as that term is

- defined in Section 6.10, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Property Owner Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.
- f. Cooperation. Property Owner will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Property Owner Minimum Improvements.
 - g. Compliance with Laws. Property Owner will comply with all state, federal, and local laws, rules, and regulations relating to the Development Property, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, sexual orientation, marital status, sex, physical disability, or familial status.
 - h. Available Information. Upon request, Property Owner shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.
 - i. Inspection. Property Owner agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Property Owner Minimum Improvements to inspect such construction and the progress thereof.
 - j. Real Property Taxes and Assessments. Property Owner agrees that prior to the Termination Date of this Agreement, Property Owner shall pay all property taxes on the Development Property when due, and Property Owner:
 - i. will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or Property Owner, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;
 - ii. will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any state, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date; and
 - iii. will not seek to change the current land assessment or zoning classification of the Development Property or the Minimum Improvements.
 - k. Tenant Lease. Property Owner shall allow Tenant to lease the Development Property pursuant to a written lease agreement ("Lease") until at least the Termination Date of this Agreement. If the Lease terminates and/or the Tenant ceases its operations on the

Development Property prior to the Termination Date, such event shall constitute an Event of Default under this Agreement

Section 1.2. Representations and Covenants of Tenant. Tenant makes the following representations and covenants:

- a. Minimum Improvements. Tenant shall cause the improvements described as “Tenant Improvements” in Exhibit A-2 to this Agreement (the “Tenant Minimum Improvements”) to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations. The Tenant Minimum Improvements shall remain on the property for the duration of this Agreement.
- b. Employment. The Tenant shall maintain at least five (5) Full-Time Equivalent Employees at the Development Property through the Termination Date of this Agreement, as that term is defined in Section 6.10. For purposes of this Agreement, “Full Time Equivalent Employees” shall mean either (i) a “full time” employee who works at least 40 hours per week or 2,000 hours per year or (ii) any combination of “part time” employees, who, in the aggregate, work at least 2,000 hours per year.
- c. No Violations or Claims. To its knowledge and with respect to the Project, the Tenant is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Tenant with respect to such laws.
- d. Cooperation. Tenant will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.
- e. Total Investment. Tenant represents that its total investment in the Development Property for the Project will be not less than \$85,000, and that without the Development Incentives contemplated herein, Tenant would not undertake the Project.
- f. Completion of Improvements. Tenant expects that the Tenant Minimum Improvements will be completed by December 31, 2027, barring delays resulting from acts or occurrences outside its reasonable control, including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, state, or local governmental unit (other than the City).
- g. Insurance. Property Owner agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder’s risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

- h. Operation of Minimum Improvements. Tenant will occupy the Development Property until at least the Termination Date.
- i. Compliance with Laws. Tenant will comply with all state, federal, and local laws, rules, and regulations relating to the Minimum Improvements, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, gender identity, national origin, race, religion, sexual orientation, marital status, sex, physical disability, or familial status.
- j. Available Information. Upon request, Tenant shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.
- k. Inspection. Tenant agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

ARTICLE II

DEVELOPMENT INCENTIVES

Section 2.1. Payment of Development Incentives to Property Owner

a. For and in consideration of the obligations of the Property Owner as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees to provide Property Owner with a one-time grant (“Property Owner Grant”) to be paid on June 1, 2028, subject to the Property Owner’s satisfaction of the following conditions precedent:

- i. The completion of all of the Property Owner Minimum Improvements, consistent with the terms and conditions of this Agreement; and
- ii. Property Owner has submitted a certification to the City, in substantially the form of Exhibit B-1 attached hereto, certifying the amount of costs and expenses incurred by Property Owner and related to the design and construction of the Property Owner Minimum Improvements.

b. The amount of the Property Owner Grant shall be equal to the lesser of (i) \$23,823, or (ii) twenty percent (20%) of the actual cost of construction of the Property Owner Minimum Improvements that are reasonably verified by the City.

c. Notwithstanding the provisions of Section 2.1 above, the obligation of the City to make the Property Owner Grant payment shall be subject to and conditioned upon (i) the Property Owner and Tenant being in compliance with the terms of this Agreement at the time of payment and (ii) the City having sufficient un-allocated funds to make the payment from either the City’s General Fund or Grinnell Urban Renewal Area TIF Fund (but only if the City has previously certified the Property Owner Grant payment as a financial obligation eligible for payment from the Grinnell Urban Renewal Area TIF Fund, consistent with Iowa Code Section 403.19).

d. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Property Owner Grant, then the City shall have no obligation to make the Property Owner Grant payment, in addition to having the remedies set forth in Section 5.2.

Section 2.2. Payment of Development Incentives to Tenant

a. For and in consideration of the obligations of the Tenant as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees to provide Tenant with a one-time grant (“Tenant Grant”) to be paid on June 1, 2028, subject to the Tenant’s satisfaction of the following conditions precedent:

- i. The completion of all of the Tenant Minimum Improvements, consistent with the terms and conditions of this Agreement; and
- ii. Tenant has submitted a certification to the City, in substantially the form of Exhibit B-2 attached hereto, certifying the amount of costs and expenses incurred by Tenant and related to the design and construction of the Tenant Minimum Improvements.

b. The amount of the Tenant Grant shall be equal to the lesser of (i) 17,000, or (ii) twenty percent (20%) of the actual cost of construction of the Tenant Minimum Improvements that are reasonably verified by the City.

c. Notwithstanding the provisions of Section 2.1 above, the obligation of the City to make the Tenant Grant payment shall be subject to and conditioned upon (i) the Property Owner and Tenant being in compliance with the terms of this Agreement at the time of payment and (ii) the City having sufficient un-allocated funds to make the payment from either the City’s General Fund or Grinnell Urban Renewal Area TIF Fund (but only if the City has previously certified the Tenant Grant payment as a financial obligation eligible for payment from the Grinnell Urban Renewal Area TIF Fund, consistent with Iowa Code Section 403.19).

d. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Tenant Grant, then the City shall have no obligation to make the Tenant Grant payment, in addition to having the remedies set forth in Section 5.2.

Section 2.3. Limitations on Payment.

a. The Property Owner Grant and Tenant Grant (collectively referred to as the “Development Incentives”) shall be payable solely and only from funds in the City’s General Fund not previously allocated for another purpose or from funds in the Grinnell Urban Renewal Area TIF Fund (but only if the City has previously certified the Development Incentive payments as a financial obligation eligible for payment from the Grinnell Urban Renewal Area TIF Fund, consistent with Iowa Code Section 403.19). The City intends to advance the payment of the Development Incentives from the City’s General Fund as an advancement for an urban renewal project cost, and subsequently certify the advancement for reimbursement pursuant to Iowa Code Section 403.19, unless the City has certified the Development Incentive payments as a financial obligation eligible for payment from the Grinnell Urban Renewal Area TIF Fund, consistent with Iowa Code Section 403.19, prior to payment.

b. The Development Incentive payments are subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future payment of the Development Incentives shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Sections 2.1 and 2.2 hereof, the City shall have no obligation to pay the Development Incentives if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of City funds to pay the Development Incentives, as contemplated under said Section 2.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under applicable provisions of the Iowa Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Property Owner and Tenant, and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Property Owner and Tenant.

2.4. Reimbursement of City Costs. Property Owner and Tenant shall each pay to the City an amount equal to fifty percent (50%) the actual costs incurred by the City in connection with the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Such payment will be made by the Property Owner and Tenant to the City within 30 days of the date on which the City presents a statement to the Property Owner and Tenant demonstrating such costs, or if not previously paid, the costs shall be deducted proportionally from the first Development Incentive paid to each.

ARTICLE III **INDEMNIFICATION**

Section 3.1. Release and Indemnification. Property Owner and Tenant each release the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Property Owner and Tenant each agree to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Property Owner or Tenant against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, Property Ownership, and operation of the Minimum Improvements or Development Property; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Property Owner or Tenant, or their respective officers, agents, servants, or employees, or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants, or employees.

The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 4.1. Status of Property Owner and Tenant; Transfer of Substantially All Assets; Assignment. As security for the obligations of Property Owner and Tenant under this Agreement, Property Owner and Tenant each represent and agree that, prior to the Termination Date, Property Owner and Tenant each will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Property Owner and Tenant under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 4.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Property Owner and Tenant, and each of their successors and assigns, agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability, excepting any transfer of a portion of the Development Property to the City to be owned as public property. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Property Owner or Tenant to cause the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;
- b. The Development Property is put up for tax sale by the County;
- c. Failure by Property Owner or Tenant to substantially observe or perform any covenant, condition, or obligation under this Agreement;
- d. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- e. Property Owner or Tenant shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Property Owner or Tenant as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Property Owner or Tenant or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Property Owner and Tenant and shall not be discharged within ninety (90) days after such appointment, or if Property Owner or Tenant shall consent to or acquiesce in such appointment; or
- f. Any representation or warranty made by Property Owner or Tenant in this Agreement or in any written statement or certificate furnished by Property Owner and Tenant pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default. If an Event of Default occurs, and Property Owner or Tenant fails to cure said Event of Default within thirty (30) days after written notice from the City to the Property Owner and Tenant, the City shall be entitled to do any one or more of the following: (i) suspend its performance under this Agreement; (ii) terminate this Agreement upon written notice to the Property Owner and Tenant; (iii) suspend payment of the Development Incentives; (iv) demand repayment of the Development Incentives; and/or (v) take any other legal or equitable action deemed appropriate to enforce the Property Owner and/or Tenant’s obligations under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Property Owner or Tenant herein contained, Property Owner and Tenant agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Conflict of Interest. Property Owner and Tenant each represent and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Property Owner, to 4th Avenue L.L.C., 1022 Broad St., P.O. Box 655, Grinnell, IA 50112, Attn: Thomas Lacina;
- b. In the case of the Tenant, to Prairie Hospitality Group LLC, 833 Broad St., Grinnell, IA 50112, Attn: Patrick J. Mahaffey;
- c. In the case of the City, is addressed to or delivered personally to the City of Grinnell at City Hall, 520 4th Avenue, Grinnell, Iowa 50112, Attn: City Clerk;

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

Section 6.3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa.

Section 6.4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City and the Property Owner and Tenant and supersedes all other written and oral agreements, discussions, and negotiations.

Section 6.5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

Section 6.6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Section 6.7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 6.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 6.10. Termination. This Agreement shall terminate and be of no further force or effect on and after December 31, 2028 (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Property Owner and Tenant have each caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF GRINNELL, IOWA

By: _____
Sam Cox, Mayor

ATTEST:

By: _____
Alyssa Devig, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Sam Cox and Alyssa Devig, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – City of Grinnell]

4TH AVENUE LLC,
an Iowa limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2026,
by _____ as the _____ of _____.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement – Property Owner]

PRAIRIE HOSPITALITY GROUP LLC
an Iowa limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS

This record was acknowledged before me on this _____ day of _____, 2026,
by _____ as the _____ of _____.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement – Tenant]

EXHIBIT A
MINIMUM IMPROVEMENTS

Minimum Improvements includes modernization of kitchen equipment, ventilation and make-up air systems, refrigeration, lighting, sound reduction, and related building infrastructure. Improvements also include energy efficiency measures recommended by Property Owner and Tenant's consultants.

EXHIBIT A-1
PROPERTY OWNER MINIMUM IMPROVEMENTS

Energy Saving Scope Items					
Facade work					
Replace folding doors with windows					\$6,300
Frame, insulate and Sheetrock above outdoor seating					\$4,300
Kitchen					
Flooring	Protect-All Vinyl				\$17,600
Plumbing					
Overhead Kitchen Copper Pipe needs replacement estimate for total					\$4,000
Drains for kitchen floor					\$2,400
Drain for serving station condensate pump					\$1,000
Ceiling	Kitchen ceiling R and R				\$2,500
Exhaust					
	Repair and rehab				\$5,000
	Make up Air furnace rehab				\$3,000
HVAC					
Basement A/C Return air needs clean and rehalRepair and rehab					\$200
Back door Weatherstripping RR					\$1,000
Dining Room					
Flooring	Sand and refinish	1860 Sq Ft.			\$14,378
Walls	Patch				\$1,420
	Paint				\$4,300
Sound	10 Acoustic Panels (1"Class-A 0.85-NRC Fabric Wrapped Fiberglass; RT60<2 S				\$10,000
Move out	All furniture Cand K transfer				\$2,500
2 Large Capacity Water Heaters (Replaces Outdated, Inefficient 80 Gal					\$15,000
Back Stairs					
Tread replacement	Luther Quote				\$4,897
Basement					
New light and switch at base of stairs					\$400
LED high efficiency lighting in the kitchen					\$3,500
Roof Drain Back South Corner: Fix Flooding					\$2,500
Roof Access Door					\$1,000
Contingency		11.0%			\$12,000
					\$119,195
GC Fee		10%			\$11,920
Total					
					\$131,115

EXHIBIT A-2
TENANT MINIMUM IMPROVEMENTS

Kitchen Equipment	
1. 48" Sandwich Prep Cooler – True TSSU-48 / Delfield	\$6,000
2. 70" Sandwich Prep Cooler – Refrigerated rail + under storage; True TSSU-72 / Delfield	\$8,500
3. 36" Flat Top Grill / Griddle – Vulcan / Garland / Wolf	\$5,500
4. Double Well Fryer – 50 lb Capacity – Henny Penny / Vulcan	\$9,000
5. 8-Burner Range w/ Raised Back Burners & Refrigerated Base – Garland / Jade / Montague	\$14,000
6. 36" Salamander Broiler – Vulcan / Garland	\$5,000
7. Upright Combo Freezer/Cooler Reach-In – Traulsen / True	\$10,000
8. Dual-temp Combo Units – 36" Chef Base; True / Delfield / Randell	\$7,000
9. Heavy-duty Refrigerated Drawers + Double Stack Convection Oven – Blodgett / Vulcan / Garland	\$20,000
TOTAL	\$85,000

EXHIBIT B-1
CERTIFICATION OF PROPERTY OWNER COSTS OF MINIMUM IMPROVEMENTS

4TH AVENUE LLC (the “Property Owner”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Property Owner for the Property Owner Minimum Improvements that are the subject of a Development Agreement entered into as of _____, 2026 between the City of Grinnell, Iowa and the Property Owner and Prairie Hospitality, LLC(the “Agreement”).

Invoice Description	Description of Relevant Portion of Minimum Improvements	Cost
	Total Cost:	

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

4TH AVENUE LLC

By: _____

Print Name: _____

STATE OF _____, COUNTY OF _____) ss

This record was acknowledged before me on this _____ day of _____, 2026, by _____ as _____ of _____.

Notary Public in and for said state

My commission expires: _____

EXHIBIT B-2
CERTIFICATION OF TENANT COSTS OF MINIMUM IMPROVEMENTS

PRAIRIE HOSPITALITY, LLC (the “Tenant”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Tenant for the Tenant Minimum Improvements that are the subject of a Development Agreement entered into as of _____, 2026 between the City of Grinnell, Iowa and the Tenant and 4th Avenue, LLC (the “Agreement”).

Invoice Description	Description of Relevant Portion of Minimum Improvements	Cost
	Total Cost:	

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

PRAIRIE HOSPITALITY, LLC

By: _____

Print Name: _____

STATE OF _____, COUNTY OF _____) ss

This record was acknowledged before me on this _____ day of _____, 2026, by _____ as _____ of _____.

Notary Public in and for said state

My commission expires: _____

4911-9878-4701-1\10542-187

ITEM TO INCLUDE ON AGENDA

CITY OF GRINNELL, IOWA

July 20, 2026

7:00 P.M.

Grinnell Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Karma Hospitality, LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

July 20, 2026

The City Council of the City of Grinnell in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at 7:00 P.M., on the above date. There were present Mayor Cox, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH KARMA HOSPITALITY, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2026-108

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH KARMA HOSPITALITY, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 1687, adopted March 21, 1994, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Grinnell Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Grinnell Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended nine times, most recently by Amendment No. 10 approved by Resolution No. 2025-184 adopted on October 20, 2025, and which Plan, as amended, is on file in the office of the Recorder of Poweshiek County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Karma Hospitality, LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement proposes that the City will make up to three (3) consecutive annual payments of Economic Development Grants to the Developer in an amount equal to the lesser of (i) \$400,000, or (ii) twenty percent (20%) of the total verified cost of construction of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said blight remediation and economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at 7:00 P.M. on August 3, 2026, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Karma Hospitality, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF GRINNELL IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH KARMA
HOSPITALITY, LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Grinnell in the State of Iowa, will hold a public hearing on August 3, 2026, at 7:00 P.M. in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Karma Hospitality, LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Grinnell Urban Renewal Area as defined and legally described in the Agreement, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement proposes that the City will make up to three (3) consecutive annual payments of Economic Development Grants to the Developer in an amount equal to the lesser of (i) \$400,000, or (ii) twenty percent (20%) of the total verified cost of construction of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Grinnell, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Grinnell in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2026.

City Clerk, City of Grinnell in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of July, 2026.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

WITNESS my hand and the seal of the Council hereto affixed this 20th day of July, 2026.

(SEAL)

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of _____, 2026 by and between the CITY OF GRINNELL IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 (“Urban Renewal Act”) of the Code of Iowa, 2025, as amended, and KARMA HOSPITALITY, LLC, an Iowa limited liability company having offices for the transaction of business at 1307 Lindenbrook Ln, Marion, IA 52302 (“Developer”). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and is engaged in carrying out urban renewal project activities in an area known as the Grinnell Urban Renewal Area (the “Urban Renewal Area”), which is described in the Urban Renewal Plan approved for such area by Resolution No. 1687 on March 21, 1994 and which has been amended several times, lastly by Amendment No. 10 as approved by resolution on October 20, 2025 (the “Urban Renewal Plan”); and

WHEREAS, Developer owns certain real property within the Urban Renewal Area, legally described as follows:

Lot One in Grinnell Industrial Park – Plat 6, according to the Plat thereof appearing or record in Plat Book G at Page 59, Poweshiek County, Iowa

Known Locally as: 1630 West Street South, Grinnell, Iowa

(which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer has proposed to cause the construction of certain Minimum Improvements, as described on the attached Exhibit A, to undertake the redevelopment of an existing hotel on the Development Property, and thereafter Developer will operate its business at the Development Property and commit to hire and retain employees in the community (hereinafter the “Project”); and

WHEREAS, the redevelopment of the existing hotel on the Development Property would create an upper midscale hotel along I-80 between the cities of Iowa City and Des Moines, and is expected to generate an influx of overnight visitors to the City, which, in turn, would generate visitor spending at other commercial businesses located in the Urban Renewal Area and in the City; and

WHEREAS, in consideration of Developer’s obligations under this Agreement, the City is willing to provide grants to Developer under the terms and conditions of Article II of this Agreement (the “Economic Development Grants”); and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEVELOPER REPRESENTATIONS AND COVENANTS

Section 1.1. Completion of Minimum Improvements. Developer shall complete certain “Minimum Improvements,” as more particularly described in Exhibit A attached hereto and made a part hereof, on the Development Property on or before October 1, 2027. Developer shall have obtained or caused to be obtained, in a timely manner, all required permits, licenses, and approvals, if any, and shall have met, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully completed. Developer anticipates that the Minimum Improvements will require an investment of at least \$2,000,000.

Section 1.2. Operation of Development Property. Following completion of construction of the Minimum Improvements, Developer shall continually operate its business on the Development Property, maintaining at least 60 hotel rooms as part of the hotel operations. Until at least the Termination Date of this Agreement, Developer shall retain a total Monthly Average of at least 2 Jobs in its operations on the Development Property. The Annual Certifications submitted pursuant to Section 1.8 shall show a Monthly Average of at least 2 Jobs have been maintained in Developer’s operations on the Development Property.

For the purposes of this Agreement, a “Job” means the full-time employment of one natural person, and “Monthly Average” means the average number of Jobs employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certifications (submitted pursuant to Section 1.8).

Section 1.3. No Violations or Claims. To Developer’s knowledge and with respect to the Project, the Development Property and the Minimum Improvements, the Developer is not in material violation of any local, state, or federal environmental law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

Section 1.4. Insurance. The Developer agrees, until at least the Termination Date, to maintain builder’s risk, property damage, and liability insurance coverages with respect to the Development Property and all improvements thereon in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 1.5. Compliance with Laws. Developer shall comply with all state, federal, and local laws, rules, and regulations relating to the Project, including laws prohibiting discrimination against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 1.6. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with the Agreement.

Section 1.7. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. Developer and its permitted successors and assigns agree that, prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any state, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 1.8. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, duly authorized officer of Developer shall provide an Annual Certification to the City in the form of Exhibit C attached to this Agreement. As part of the Annual Certification, Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date the Minimum Improvements were first fully assessed and the current assessed value of the Development Property; (iii) a certification of the number of Jobs employed by Developer at the Development Property as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) a certification that the executing officer is familiar with the terms and provisions of this Agreement and that at the date of such certification, there is no Event of Default by Developer hereunder, or if the signer is aware of any such Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

The Annual Certification shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2031, both dates inclusive. Developer shall provide supporting information germane to the Annual Certification upon request of the City.

ARTICLE II

ECONOMIC DEVELOPMENT GRANTS

Section 2.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to three (3) consecutive annual payments of Economic Development Grants (or “Grants”) to Developer, subject to the satisfaction of the following conditions precedent:

- i. The completion of the Minimum Improvements, consistent with the terms and conditions of this Agreement; and
- ii. Developer has submitted a certification to the City, in substantially the form of Exhibit D attached hereto, certifying the amount of costs and expenses incurred by Developer and related to the design and construction of the Minimum Improvements.

The Economic Development Grants shall be paid using only incremental tax revenues, collected pursuant to Iowa Code Section 403.19, and deposited into Grinnell Urban Renewal Tax Increment Revenue Fund of the City (the “Tax Increments”).

a. Maximum Amount of Grants. Following completion of construction of the Minimum Improvements and the Developer’s submission of Exhibit D, the City shall reasonably verify the submitted costs as accurate and related to the Minimum Improvements. Following such review by the City, the City shall determine a total amount of the verified, certified costs for construction of the Minimum Improvements (the “Total Verified Costs”). The total amount payable as Economic Development Grants under this Agreement shall not exceed **the lesser of:** (i) 20% of the Total Verified Costs, or (ii) \$400,000 (the “Aggregate Maximum Amount”).

b. Calculation of Annual Grant Amount. Each annual payment shall be equal in amount to one-third (1/3) of the calculated Aggregate Maximum Amount, provided that there is sufficient available Tax Increments in the Grinnell Urban Renewal Tax Increment Revenue Fund to fund the payment amount, and subject to the limitations described in this Article. The City makes no guarantee that the Developer will receive the Aggregate Maximum Amount.

c. Schedule of Grants. Assuming the completion of the Minimum Improvements by October 1, 2027, and the Developer’s continued compliance with the terms of this Agreement, then the City shall include a request for Tax Increments for the Economic Development Grants under this Agreement on the City’s TIF debt certification by the City to the Auditor prior to December 1, 2027, the Economic Development Grants shall commence on June 1, 2029 and end on June 1, 2031, under the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2029	One-third (1/3) of the Aggregate Maximum Amount
June 1, 2030	One-third (1/3) of the Aggregate Maximum Amount

Section 2.2. Compliance with Agreement. Notwithstanding the provisions of Section 2.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the Developer being in compliance with the terms of this Agreement at the time of payment, including timely filing of the Annual Certifications required under Section 1.8 hereof. In the event that an Event of Default (as hereinafter defined) occurs or any Annual Certification (or other information) discloses the existence of an Event of Default that was not has occurred and has not been cured or cannot reasonably be cured within the applicable cure period, then the City shall have no obligation to make further Economic Development Grant payments, in addition to having the remedies set forth in Section 5.2.

Each Annual Certification filed by Developer under Section 1.8 hereof shall be considered separately in determining whether the City shall make an Economic Development Grant payment available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the Aggregate Maximum Amount set forth in Section 2.1(a).

Section 2.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by Tax Increments collected pursuant to Iowa Code Section 403.19 and deposited and held in the Grinnell Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to apply the appropriate portion of Tax Increments collected and allocated to pay the Economic Development Grants for such payment, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Iowa Code Chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Iowa Code Chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the

said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 2.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, the City's ability to collect Tax Increment from the Urban Renewal Area terminates under Iowa Code Chapter 403, as may be amended, or the City receives an opinion from its legal counsel to the effect that the use of Tax Increments to fund an Economic Development Grant to Developer, as contemplated under said Section 2.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion, non-appropriation, or termination of the ability to collect Tax Increment, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 2.1, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 2.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the amount to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants as provided in this Agreement, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 2.5. Reduction of First Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City in connection with the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Such payment will be made by the Developer to the City within 30 days of the date on which the City presents a statement to the Developer demonstrating such costs, or if not previously paid, the costs shall be deducted from the first Economic Development Grant.

ARTICLE III **INDEMNIFICATION**

Section 3.1. Release and Indemnification. Developer releases the City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Article III, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall

not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements or Development Property; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees, or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants, or employees.

The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 4.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company, or individual assumes in writing all of the then-outstanding obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

Section 4.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability, excepting any transfer of a portion of the Development Property to the City to be owned as public property. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter

437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;
- b. The Development Property is put up for tax sale by the County;
- c. Failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement;
- d. The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- e. Developer shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- f. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, and fails to cure said breach within thirty (30) days after written notice from the City to the Developer of the Event of Default, then the City may (i) suspend its performance under this Agreement; (ii) terminate this Agreement upon written notice to the Developer; (iii) suspend payment of the Economic Development Grants; (iv) demand repayment of the Economic Development Grants; and/or (v) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 6.2. Notices. Notices, demands, or other communications under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Karma Hospitality, LLC at 1307 Lindenbrook Ln, Marion, IA 52302, Attn: Vic Kalia; and
- b. In the case of the City, is addressed to or delivered personally to the City of Grinnell at City Hall, 520 4th Avenue, Grinnell, Iowa 50112, Attn: City Clerk;

or to such other designated individual or officer or to such other address as either party shall have furnished to the other in writing in accordance herewith.

Section 6.3. Iowa Law Controlling. This Agreement shall be governed and construed under the laws of the State of Iowa.

Section 6.4. Entire Agreement. This Agreement and the Exhibits here referenced shall constitute the entire agreement between the City and the Developer and supersedes all other written and oral agreements, discussions, and negotiations.

Section 6.5. Amendments. This Agreement may not be amended or assigned by either party without the express written permission of the other party.

Section 6.6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

Section 6.7. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 6.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 6.10. Termination. This Agreement shall terminate and be of no further force or effect on and after December 31, 2031 (the "Termination Date"), unless terminated earlier under the provisions of this Agreement.

Section 6.11. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk,

and the Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

(SEAL)

CITY OF GRINNELL, IOWA

By: _____
Sam Cox, Mayor

ATTEST:

By: _____
Alyssa Devig, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Sam Cox and Alyssa Devig, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – City of Grinnell]

DEVELOPER:
KARMA HOSPITALITY, LLC,
an Iowa limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2026,
by _____ as the _____ of Karma Hospitality, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement – Developer]

EXHIBIT A
MINIMUM IMPROVEMENTS

The Minimum Improvements include all construction work reasonably necessary to complete the redevelopment of an existing hotel and all related site improvements on the Development Property. As part of the redevelopment, the Developer shall secure a rebranding of the hotel as a “Holiday Inn Express” or equivalent tier hotel brand. The construction of the Minimum Improvements will be completed by October 1, 2027 and is expected to cost at least \$2,000,000.

Prepared by: Jenna H.B. Sabroske, Ahlers Cooney, 100 Court Ave, Ste 600, Des Moines, IA 50309 515-243-7611
Return to: City Clerk, City of Grinnell, 520 4th Avenue, Grinnell, IA 50112

EXHIBIT B
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Grinnell, Iowa (“City”) and Karma Hospitality, LLC, an Iowa limited liability company (“Developer”) did on or about _____, 2026, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop certain real property located within the City and within the Grinnell Urban Renewal Area, which real property is legally described as follows:

Lot One in Grinnell Industrial Park – Plat 6, according to the Plat thereof appearing or record in Plat Book G at Page 59, Poweshiek County, Iowa

Known Locally as: 1630 West Street South, Grinnell, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on or about the date first set forth above and terminates on December 31, 2031, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of

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Execution Version

Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Grinnell, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2026.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF GRINNELL, IOWA

By: _____
Sam Cox, Mayor

ATTEST:

By: _____
Alyssa Devig, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POWESHIEK)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, personally appeared Sam Cox and Alyssa Devig, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement – City of Grinnell]

DEVELOPER:
KARMA HOSPITALITY, LLC,
an Iowa limited liability company

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2026,
by _____ as the _____ of Karma Hospitality, LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Memorandum of Agreement – Developer]

EXHIBIT C
ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, each of them is and was in compliance with the Agreement as follows:

(i) Attached hereto is proof that all ad valorem taxes on the Minimum Improvements and Development Property have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, and the Development Property is currently assessed at \$_____;

(iii) The number of Jobs employed by Developer at the Development Property as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months are follows:

October 1, 20____:	April 1, 20____:
September 1, 20____:	March 1, 20____:
August 1, 20____:	February 1, 20____:
July 1, 20____:	January 1, 20____:
June 1, 20____:	December 1, 20____:
May 1, 20____:	November 1, 20____:

(iv) The undersigned officer of Developer is familiar with the terms and provisions of this Agreement and certify that Developer is not in default in the fulfillment of any of the terms and conditions of this Agreement, or if the signer is aware of any such Event of Default, said officer has disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

DEVELOPER: Karma Hospitality, LLC, an Iowa limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT D

DEVELOPER CERTIFICATION OF COSTS OF MINIMUM IMPROVEMENTS

Karma Hospitality, LLC (the “Developer”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Minimum Improvements that are the subject of a Development Agreement entered into as of _____, 2026 between the City of Grinnell, Iowa and the Developer (the “Agreement”).

Invoice Description	Description of Relevant Portion of Minimum Improvements	Cost
	Total Cost:	

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

KARMA HOSPITALITY, LLC

By: _____

Print Name: _____

STATE OF _____, COUNTY OF _____) ss

This record was acknowledged before me on this _____ day of _____, 2026, by _____ as the _____ of Karma Hospitality, LLC.

Notary Public in and for said state

My commission expires: _____

4938-3534-9686-2\10542-188

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Execution Version

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between City of Grinnell ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Iowa, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Grinnell

Signature: _____



Print Name: Dan F. Agnew

Date: 4/17/2023

AUDITOR

The SpyGlass Group, LLC

Signature: _____

Print Name: Edward M. DeAngelo

Date: _____

INVESTMENT	INTEREST RATE	MATURES	BEGINNING CASH BALANCE	INVESTMENT AMOUNT	INTEREST/ DIVIDENDS												ENDING CASH BALANCE
					JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	
GRINNELL STATE BANK MONEY MARKET*	3.70%		11,315,161.89		14,892.75	15,291.19	10,507.43	17,117.03	17,678.27	20,100.61	24,839.33	20,143.90	23,145.41	28,174.24	33,431.99	18,113.75	7,240,146.10
GRINNELL STATE BANK CD (PERPETUAL CARE)	3.90%	6/14/2028	500,000.00	500,000.00	0.00	0.00	4,916.12	0.00	0.00	4,862.17	0.00	0.00	4,808.74	0.00	0.00	4,916.10	500,000.00
GRINNELL STATE BANK CD	3.86%	12/3/2026	10,000,000.00	10,000,000.00	NA	NA	NA	NA	NA	0.00	0.00	0.00	95,178.08	0.00	0.00	97,303.22	10,000,000.00
GRINNELL STATE BANK CD (FORBES FUND)	3.90%	1/15/2027	10,000.00	10,000.00	97.23	0.00	0.00	98.30	0.00	0.00	98.86	0.00	0.00	91.23	0.00	0.00	10,000.00
IPAIT	3.58%		4,405,395.66	3,000,000.00	50,587.40	50,768.45	48,073.42	48,006.09	43,775.86	20,145.86	12,665.67	11,487.70	12,736.04	12,532.50	12,987.45	12,605.70	4,418,001.36
TOTAL INVESTMENTS			26,230,557.55		65,577.38	66,059.64	63,496.97	65,221.42	61,454.13	45,108.64	37,603.86	31,631.60	135,868.27	40,797.97	46,419.44	132,938.77	22,168,147.46

*Interest rate was 5.10% in Sept, 4.45% in Oct., 4.17% in Nov, 3.99% in Dec, 3.81% in Jan, and 3.70% in Feb.

IPAIT INTEREST DECREASED TO 3.98 9/1/25

IPAIT INTEREST DECREASED TO 3.73 11/1/25

IPAIT INTEREST DECREASED TO 3.58 12/1/25

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: JUNE 2026

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
GENERAL FUNDS				
001-GENERAL FUND	1,020,050.21	245,630.94	513,504.50	752,176.65
002-VETERANS MEM - GENERAL FUND	369,149.55	228,650.80	597,756.66	43.69
003-LIBRARY - GENERAL FUND	418.32	61,823.43	62,241.75	0.00
004-CITY HALL RES - GENERAL	477,123.94	1,249.95	0.00	478,373.89
010-BUILDING & PLANNING - GEN	453,647.69	6,929.76	19,362.57	441,214.88
011-UTILITY FRANCHISE - GEN	25,967.65	0.00	4,767.77	21,199.88
012-ALLIANT SOLAR LEASE - GEN	215,154.78	8,216.00	0.00	223,370.78
102-FORBES FUND - GENERAL*	12,625.71	0.00	0.00	12,625.71
103-LIBRARY FUND STATE - GENERAL	1,192.30	0.00	1,192.30	0.00
104-STAYING WELL - GENERAL	8,680.41	0.00	0.00	8,680.41
105-COMM DEV/COMMUNICAT - GENERAL	110,880.62	270.81	7,507.03	103,644.40
TOTAL GENERAL FUNDS	2,694,891.18	552,771.69	1,206,332.58	2,041,330.29
110-ROAD USE FUND - SPEC REV	1,224,934.39	142,671.52	76,841.31	1,290,764.60
112-T&A EMP BEN- SPEC REV	1,561,883.34	32,145.64	120,928.75	1,473,100.23
121-LOCAL OPTION SALES TAX	1,839,958.49	130,097.95	59,406.50	1,910,649.94
133-T-A RES UNEMP - SPEC REV	16,142.70	42.29	0.00	16,184.99
136-INSURANCE DED -SPEC REV	918,437.45	15,205.14	1,372.58	932,270.01
138-MED INS RESERVE - SPEC RV	937,573.51	18,514.62	4,784.99	951,303.14
140-HEALTH INS ESC-SPEC REV	1,193,165.14	11,643.13	1,381.27	1,203,427.00
145-HOTEL/MOTEL TAX - SPC REV	448,046.73	30,817.90	26,327.72	452,536.91
166-CAMPBELL FUND	58,351.46	0.00	14,856.83	43,494.63
167-LIBRARY GIFTS - SPEC REV	106,293.42	2,004.83	599.99	107,698.26
177-FORFEITURE FUND	32,682.85	86.76	0.00	32,769.61
490-FIRE EQMT REP FUND - SP R	33,290.13	87.21	0.00	33,377.34
491-GEN EQMT REP FUND- SP RV	87,618.20	229.54	0.00	87,847.74
492-WA EQMT REV FUND - SP RV	64,523.13	169.03	0.00	64,692.16
493-SEW EQMT REV FUND- SP RV	328,990.48	861.87	0.00	329,852.35
494-SANITATION EQMT REP FUND-SP RV	692,060.63	1,754.35	22,400.00	671,414.98
495-EMS EQMT REP FUND-SP RV	78,396.54	205.38	0.00	78,601.92
498-OFFICE EQMT REP FD - SR	7,717.52	0.00	0.00	7,717.52
499-REC EQMT REP FD- SP RV	3,002.49	1,411.53	0.00	4,414.02
TOTAL SPECIAL REVENUE FUNDS	9,633,068.60	387,948.69	328,899.94	9,692,117.35
TAX INCREMENT FINANCING FUNDS				
125-URBAN REN - TIF SPEC REV	761,646.02	138,537.86	14,098.80	886,085.08
TOTAL TIF FUNDS	761,646.02	138,537.86	14,098.80	886,085.08
DEBT SERVICE FUNDS				
200-DEBT SERV - SPEC REV	145,239.68	1,706.13	0.00	146,945.81
TOTAL DEBT SERVICE FUNDS	145,239.68	1,706.13	0.00	146,945.81
CAPITAL PROJECT FUNDS				
302 - WASHINGTON AVE - SRTS	57,079.98	0.00	0.00	57,079.98
307 - LEAD SERVICE LINES	21,497.67	0.00	3,889.03	17,608.64
310 - CENTRAL PARK PROJECT	10,511.13	0.00	0.00	10,511.13
322 - LAKES PROJECTS	238,961.60	106,523.81	111,443.23	234,042.18

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: JUNE 2026

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
350 - AIRPORT DEVELOPMENT	198,753.69	157,811.14	6,549.75	350,015.08
363 - 4TH AVE PROJECTS	535,761.07	0.00	1,733.75	534,027.32
368 - BROAD ST PROJECTS	5,426.30	0.00	875.00	4,551.30
369 - REINVESTMENT PROJECT	358,182.02	0.00	0.00	358,182.02
373 - 8TH AVE PROJECTS	56,936.26	0.00	0.00	56,936.26
377 - 16TH AVE PROJECTS	579,848.57	0.00	1,239.57	578,609.00
382 - 11 11TH AVE PROJECT	214,119.45	0.00	5,242.08	208,877.37
<i>CAPITAL PROJECT FUNDS</i>	<i>2,277,077.74</i>	<i>264,334.95</i>	<i>130,972.41</i>	<i>2,410,440.28</i>
PERMANENT FUNDS				
500 - PERP CARE FD - PERMANENT**	559,003.62	832.83	0.00	559,836.45
<i>TOTAL PERMANENT FUNDS</i>	<i>559,003.62</i>	<i>832.83</i>	<i>0.00</i>	<i>559,836.45</i>
PROPRIETARY FUNDS				
141 - WATER DEP FUND - PROP	83,510.34	4,200.00	5,250.00	82,460.34
610 - WATER FUND	1,653,617.26	263,379.56	143,116.77	1,773,880.05
371 - WATER TOWER PROJECT	107,658.04	0.00	225.00	107,433.04
372 - WATER PLANT STREETS	0.00	5,000.00	4,791.63	208.37
381 - WATER PLANT	1,271,677.51	1,739,976.09	1,837,875.76	1,173,777.84
385 - WELLS	8,861.54	3,353.75	5,916.25	6,299.04
620 - SEWER OPERATION AND MAINT	698,840.70	203,563.20	146,456.36	755,947.54
630 - STORM SEWER FUND	452,101.54	41,239.48	52,152.83	441,188.19
670 - SOLID WASTE	1,752,311.41	154,092.89	123,933.33	1,782,470.97
<i>TOTAL PROPRIETARY FUNDS</i>	<i>6,028,578.34</i>	<i>2,414,804.97</i>	<i>2,319,717.93</i>	<i>6,123,665.38</i>
TOTAL FUND BALANCES	22,099,505.18	3,760,937.12	4,000,021.66	21,860,420.64

ITEM TO INCLUDE ON AGENDA

CITY OF GRINNELL, IOWA

July 20, 2026

7:00 P.M.

- Public hearing on the proposal to convey an Electric Line Easement to Interstate Power and Light Company
- Resolution approving and authorizing conveyance of an Electric Line Easement to Interstate Power and Light Company

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.**

July 20, 2026

The City Council of the City of Grinnell in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 520 4th Avenue, Grinnell, Iowa, at 7:00 P.M., on the above date. There were present Mayor Cox, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of an easement interest in real property, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF AN ELECTRIC LINE EASEMENT TO INTERSTATE POWER AND LIGHT COMPANY", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2026, at this place.

Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 2026-109

RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF
AN ELECTRIC LINE EASEMENT TO INTERSTATE POWER AND LIGHT
COMPANY

WHEREAS, Interstate Power and Light Company has requested an Electric Line Easement across City property for the purpose of updating natural gas lines to provide service to businesses;

Commented [KS1]: Why is the easement needed?

WHEREAS, the proposed easement area is legally described as:

An Easement Area ten feet (10') in width, being five feet (5') on each side of the described centerline, as constructed, across the following described parcel:

Part of Lot 7, part of Lot 8 and part of Lot 9, all in Block 3, lying North of the railroad right-of-way, City of Grinnell, more specifically described in that certain Warranty Deed recorded on July 17, 1975, in Book 330 Page 451, as Document No. 1464, and in that certain Warranty Deed recorded on January 5, 1967, in Book 273 Page 55, as Document No. 30, and in that certain Court Officer Deed recorded on September 9, 1964, in Book 244 Page 262, as Document No. 3381, in the office of the Recorder of Deeds, Poweshiek County, Iowa.

WHEREAS, pursuant to notice published as required by law, the City Council has held a public hearing on the proposed conveyance, and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the Easement described herein shall be conveyed by the City to Interstate Power and Light Company.

Section 2. That the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution, including the execution of the necessary conveyance documents for the Easement.

PASSED AND APPROVED this 20th day of July, 2026.

Mayor

ATTEST:

City Clerk

) SS
)

COUNTY OF POWESHIEK

WITNESS my hand and the seal of the Council hereto affixed this 20th day of July, 2026.

(SEAL)

Page 103 of 163

AMENDMENT #2 TO AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

In accordance with the original agreement dated July 5, 2023, between the following parties:

CLIENT: City of Grinnell

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: **GRINNELL VETERANS MEMORIAL MONUMENT**

Authorization is requested to proceed with the following additional services:

Additional Design Services

We are proposing the following additional services as per the terms of our existing contract:

- 1. Meetings and design input in 2024 for demolition of the existing veterans building to effectively prepare the site for the Veterans Monument plaza work.
- 2. Design services for renovation of existing perennial beds within Central Park. This work was performed in July and August of 2024 and included inventory of existing plantings and plans for new plantings that would be more effective and easier to maintain.
- 3. Design services associated with multiple options to reduce the scale and scope of the plaza design to meet the project budget and keep lighting included in the work.

Based upon the above scope of additional services, RITLAND+KUIPER Landscape Architects (and their subconsultants) are requesting an additional **\$4,750**.

SUBMITTED BY:

AGREED TO:

LANDSCAPE ARCHITECT

CLIENT: CITY OF GRINNELL


Mark Kuiper, ASLA, LEED AP, Principal
Signature Dated: July 9, 2026
License/Certificate No. IOWA 00413
Renewal Date: June 30, 2027

Title _____
Dated _____



Driveway Approach Request

FROM: Tyler Avis
Director of Building and Planning

DATE: July 14, 2026

TO: Honorable Sam Cox
Honorable Council Persons
Mr. Russell Behrens, City Manager
Ms. Alyssa Devig, City Clerk

CITY OF GRINNELL
520 Fourth Avenue
Grinnell, Iowa
50112-1947
Phone: 641-236-2600
Fax: 641-236-2626

MAYOR

SAM COX
scox@grinnelliowa.gov

CITY COUNCIL

BYRON HUEFTLE-WORLEY
At-Large

SARAH SMITH
At-Large

JOHN D. COX
1st Ward

JO WRAY
2nd Ward

VACANT
3rd Ward

SHANE HART
4th Ward

ADMINISTRATION

RUSSELL L. BEHRENS
City Manager
rbehrens@grinnelliowa.gov

ALYSSA DEVIG
City Clerk/Finance Director
adevig@grinnelliowa.gov

KRISTINE STONE
City Attorney
kstone@ahlerslaw.com

Visit us at
www.grinnelliowa.gov

RE: 2009 Spaulding Ln

Hello,

Jason Dillon, with Grinnell Home Remodeling, on behalf of Mark and Chelsey Kolpin, request to alter their driveway approach at 2009 Spaulding Ln to allow them to have better access from the roadway onto the driveway in front of their third parking stall.

Per the Code of Ordinances 140.08.2: Driveways shall end at the curb line with a curb having a radius of at least five (5) feet, which shall be tangent to both the driveway and street curb at the point of joining. A flair may be substituted for the radius in which the flair must be a minimum of five feet on the equal sides of an equilateral triangle making up the flair. The flair must connect the tangent points of a five-foot radius.

The included drawing shows the Kolpin's propose to remove the 5-foot flare that exists on the north side of the driveway approach, so that they will be allowed better access to complete the turning movements desired.

Tyler Avis
Building and Planning Director





**City of Grinnell Parks and Recreation Department
Special Event Application**

Event Name: All Church Picnic

Event Date: 09 / 27 / 2026

Event Location: Central Park Shelter

Sponsor Organization: Grinnell Ministerial Association

Contact's Name & Title: Anthony Nieuwsma - GMA President

Address: (Street): 918 Reed St **City, State, Zip:** Grinnell, IA. 50112

Cell Phone: 641-990-6607

Day Phone: 641-236-6412

Email: pastor.anthony@grinnellfriends.org

Event Type: ☒ Walk/Run ☐ Athletic Event ☐ Fair/Festival ☐ Outdoor Concert ☐ Other: Picnic
Circle all that apply

Event Time: Setup Start: 4:00 PM Event Start: 5:00 PM Event End: 7:00 PM Teardown End: 8:00 PM

Event Description:

Attach additional pages if necessary.

We would like to host again this year a community picnic, with the target audience of
attenders from all the local churches. This is a free-will donation event. We have had live music in the past from the
Too Many Strings Band. Other years, we have simply had some light music being played via speaker in the background
while attenders fellowship.

Estimated Attendance: 120

Number of Pedestrians:

Number of Vehicles:

Admission/Registration Fees?	Y	☒ N	If yes, how much? _____
Product sales on site?	Y	☒ N	If yes, a peddler's permit will need to be obtained. You can apply at the City Clerk's office 30 days prior to the event.
Will beer be served or sold?	Y	☒ N	If yes, a license to sell alcohol is needed. A liquor license application Will need to be completed through the Iowa Alcoholic Beverage Division. Once completed it must be forwarded to the City of Grinnell and the City Council for approval 60 days prior to the event.
Will you use inflatables?	Y	☒ N	A Liability Insurance Policy (\$2 million coverage) that lists the City of Grinnell as an additional insured party must be provided.
Will you use amplified sound?	☒ Y	N	If yes, what type of sound? <u>1 SPEAKER</u>
Will you be having a band?	Y	N	If yes, please provide who they are and contact info. <u>UNSURE</u> <u>TOO MANY STRINGS BAND?</u>
Will you need access to electricity?	☒ Y	N	If yes, please explain specific equipment used and amperage needed. <u>FOR SOUND SYSTEM,</u> <u>POTENTIALLY FOR FOOD SERVICE</u>
Do you need anything for set up that you hope the City will provide?	Y	☒ N	If yes, please explain. _____
Will you install event signs off park premises?	Y	☒ N	If yes, please see City Code Chapter 157.
Will there need to be street closures?	Y	☒ N	If yes, this must be requested and approved by City Council at least 60 days prior to event.
Will you be providing port-a-potties?	Y	☒ N	There are 2 restrooms at Central Park, but for multi-hour events, one restroom/port-a-potty is recommended for every 50-75 people attending.
Will you need access to a water source?	Y	☒ N	If so, what is the water to be used for? _____

If any of the following questions were marked "Y" then the renter will need to provide copies of the correct documentation needed for the event to be approved. It should be fully understood that the Grinnell Parks and Recreation Department has the authority to grant or deny permission for this event. If approved, a Park Pavilion rental agreement must also be filled out, signed, and paid for.

A Thome

Renter's Signature

6-8-26

Date

Correct Documentation Supplied: Y____ What's needed:_____
N_

Will the event need access to all Park facilities: Y_ N__

Will the event conflict with any existing events: Y__ N__

Event Approved____ Event Denied____

Reason for Denial:

If approved, begin process of renting pavilion.

Staff:_____

Date:_____



City of Grinnell Parks and Recreation Department
Special Event Application

Event Name: Air Force Brass Band

Event Date: 08/20/2026

Event Location: Central Park Stage

Sponsor Organization: Newburg American Legion

Contact's Name & Title: Randy Hotchkiss, Adjutant

Address: (Street): 11632 7th Ave City, State, Zip: Grinnell, IA 50112

Cell Phone: 210 213-3567 Day Phone: 641-260-8095 Email: SgtHotchkiss@gmail.com

Event Type: Walk/Run ☐ Athletic Event Fair/Festival ☐ Outdoor Concert ☒ Other: _____
Circle all that apply

Event Time: Setup Start: 5:00 Event Start: 7:00 PM Event End: 8:30 PM Teardown End: 10:00

Event Description:

Attach additional pages if necessary.

The Offutt Air Force Base Brass Band
will be performing for the community. Event is free. If
food or beverages are provided they will be free also.

Estimated Attendance: 200

Number of Pedestrians: 200

Number of Vehicles: 40

Admission/Registration Fees?	Y	☒ N	If yes, how much? _____
Product sales on site?	Y	☒ N	If yes, a peddler's permit will need to be obtained. You can apply at the City Clerk's office 30 days prior to the event.
Will beer be served or sold?	Y	☒ N	If yes, a license to sell alcohol is needed. A liquor license application Will need to be completed through the Iowa Alcoholic Beverage Division. Once completed it must be forwarded to the City of Grinnell and the City Council for approval 60 days prior to the event.
Will you use inflatables?	Y	☒ N	A Liability Insurance Policy (\$2 million coverage) that lists the City of Grinnell as an additional insured party must be provided.
Will you use amplified sound?	☒ Y	N	If yes, what type of sound? _____
Will you be having a band?	☒ Y	N	If yes, please provide who they are and contact info. <u>Offa + AFB</u> <u>Bress Band, SrA Kerlee Kammerga 606-788-1399</u>
Will you need access to electricity?	☒ Y	N	If yes, please explain specific equipment used and amperage needed. <u>Band Amps + microphones</u>
Do you need anything for set up that you hope the City will provide?	Y	☒ N	If yes, please explain. _____
Will you install event signs off park premises?	☒ Y	N	If yes, please see City Code Chapter 157.
Will there need to be street closures?	Y	☒ N	If yes, this must be requested and approved by City Council at least 60 days prior to event.
Will you be providing port-a-potties?	Y	☒ N	There are 2 restrooms at Central Park, but for multi-hour events, one restroom/port-a-potty is recommended for every 50-75 people attending.
Will you need access to a water source?	Y	☒ N	If so, what is the water to be used for? _____

If any of the following questions were marked "Y" then the renter will need to provide copies of the correct documentation needed for the event to be approved. It should be fully understood that the Grinnell Parks and Recreation Department has the authority to grant or deny permission for this event. If approved, a Park Pavilion rental agreement must also be filled out, signed, and paid for.

Randy L. L. L.
Renter's Signature

23 June 2026
Date

City of Grinnell

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

1. Applicant: Aureon (INS) 7760 Office Plaza Dr. South
Name Address
West Des Moines, IA 50266 515-830-0445
City, State Zip Telephone
2. Contact Person: Matt Weiser 7760 Office Plaza Dr. South
Name Address
West Des Moines, IA 50266 515-830-0497
City, State Zip Telephone
3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:
 - ☐ Plans drawn to scale.
 - ☐ Street names.
 - ☒ Right-of-way widths.
 - ☒ Pavement widths.
 - ☒ Sidewalk location and width including sidewalk ramps.
 - ☒ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures,
Water stop-boxes, ditches, and utility vaults.
 - ☒ Horizontal and vertical location and physical size of the proposed utility.
 - ☒ Proposed construction work method such as "open cut" or "bore".
 - ☒ A drawing and explanation of concrete or asphalt restoration.
 - ☒ Information regarding sod work and tree replacement.
 - ☒ Location of other existing utilities within the work area.
 - ☒ Typical detail sections where special attention is required for some restoration work.
 - ☒ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
 - ☒ Detailed time schedule.
 - ☒ Address of adjacent properties.
 - ☒ Legal description of communication system location.

4. List any other items of concern particular to this project:

5. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt)
Receipt No. __.

6. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

Fees:	Administrative Fee:		<u>\$50.00</u>
	Use Fee:		
	(No Additional Customers) Greater of \$100.00 or:		
	Linear Feet Within C-2: _____	x \$1.00	_____
	Linear Feet Outside C-2: <u>80</u>	x \$0.50	<u>40.00</u>
		Total:	<u>\$ 90.00</u>

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

Date of Acceptance 1/29/2026

Date of Approval 3-16-2026

Staff TA

AUREON NETWORK SERVICES
GRINNELL, IOWA



NOTES

1. ALL ROADS, PAVED DRIVEWAYS AND SIDEWALKS WILL BE BORED.
2. DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR WILL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR TO OBTAIN ALL APPLICABLE PERMITS INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS. ALL PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.
- 4.THERE ARE NO LANE CLOSURES OR TRAFFIC DISRUPTIONS ANTICIPATED WITH THIS PROJECT.
5. IOWA ONE CALL DESIGN TICKET 552000316 WAS SUBMITTED FOR UTILITY MAPS FOR THIS PROJECT.

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN. A REQUEST WAS MADE TO IOWA ONE CALL FOR THE UTILITIES PROVIDERS TO LOCATE THEIR UTILITIES IN THE FIELD.

PROPOSED:

- ***** 65'-2" HDPE ORANGE CONDUIT
W/96CT FIBER OPTIC
[H] 1= HAND-HOLE



LEGEND

TELEPHONE PEDESTAL	[Symbol]	SIGN	[Symbol]
WATER VALVE	[Symbol]	POWER POLE	[Symbol]
FIRE HYDRANT	[Symbol]	TELEVISION PEDESTAL	[Symbol]
TELEPHONE LINE	[Symbol]	SANITARY SEWER MANHOLE	[Symbol]
CABLE TELEVISION LINE	[Symbol]	STORM SEWER MANHOLE	[Symbol]
FIBER OPTICS LINE	[Symbol]	ROUND STORM SEWER INTAKE	[Symbol]
WATERMAIN	[Symbol]	STORM SEWER INTAKE	[Symbol]
STORM SEWER	[Symbol]	UNDERGROUND CONDUIT	[Symbol]
SANITARY SEWER	[Symbol]	HANDHOLE	[Symbol]
GAS LINE	[Symbol]	FIBER OPTIC VAULT	[Symbol]
ELECTRIC LINE	[Symbol]	FIBER OPTIC MANHOLE	[Symbol]
OVERHEAD ELECTRIC LINE	[Symbol]		

ESTIMATED PLOWING	ESTIMATED BORES	BACKHOE WORK	TRENCHING	MISC.	NOTES



PROJCT #2601.046

PROJECT NO. _____
GRINNELL, IOWA Sheet 1 of 2

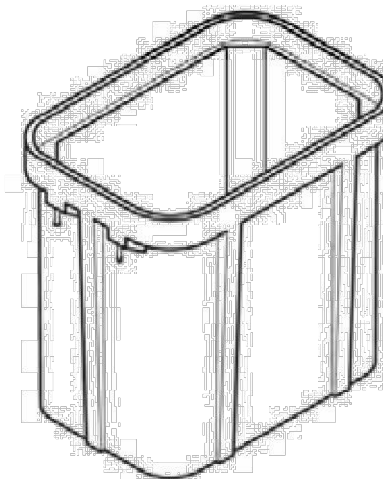
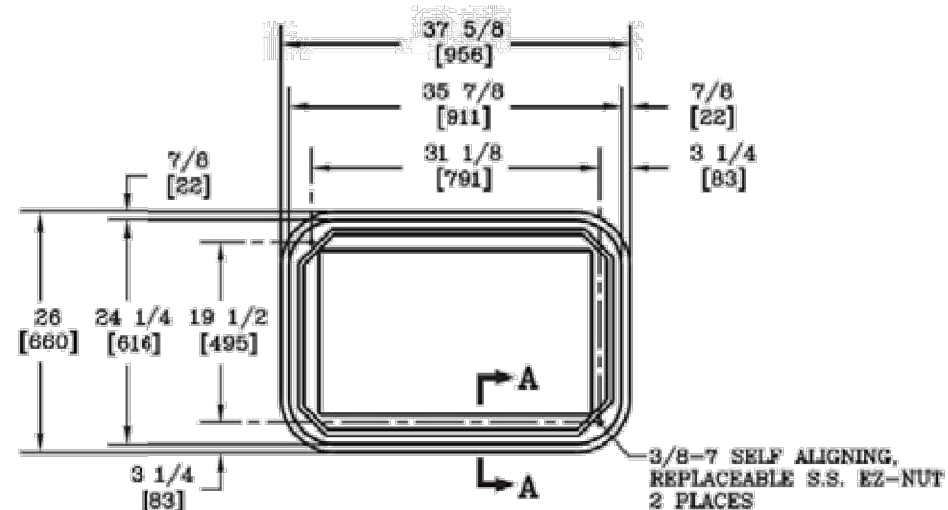
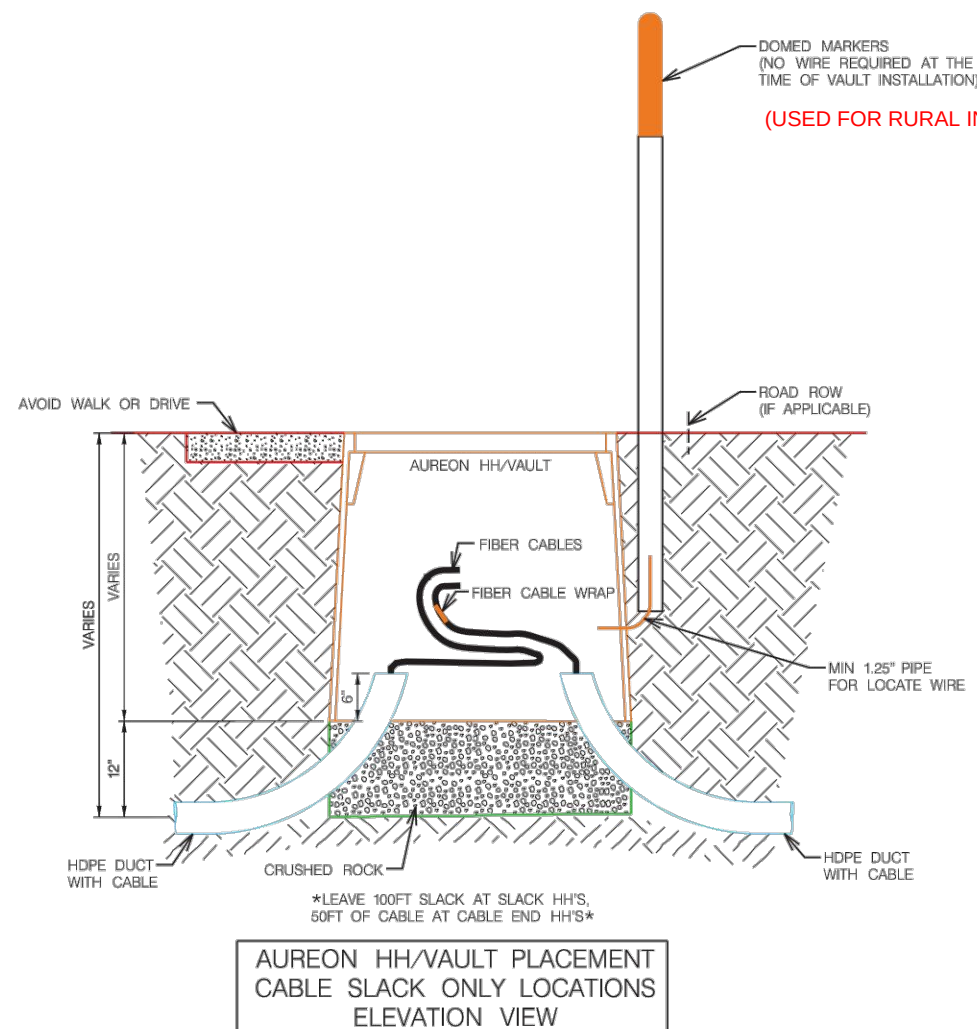
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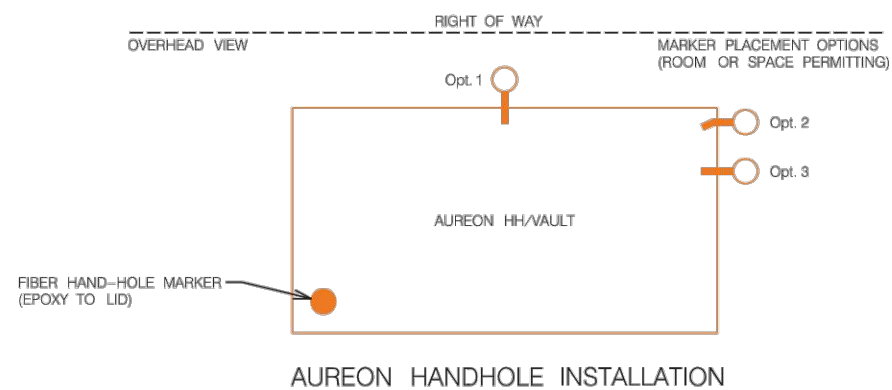
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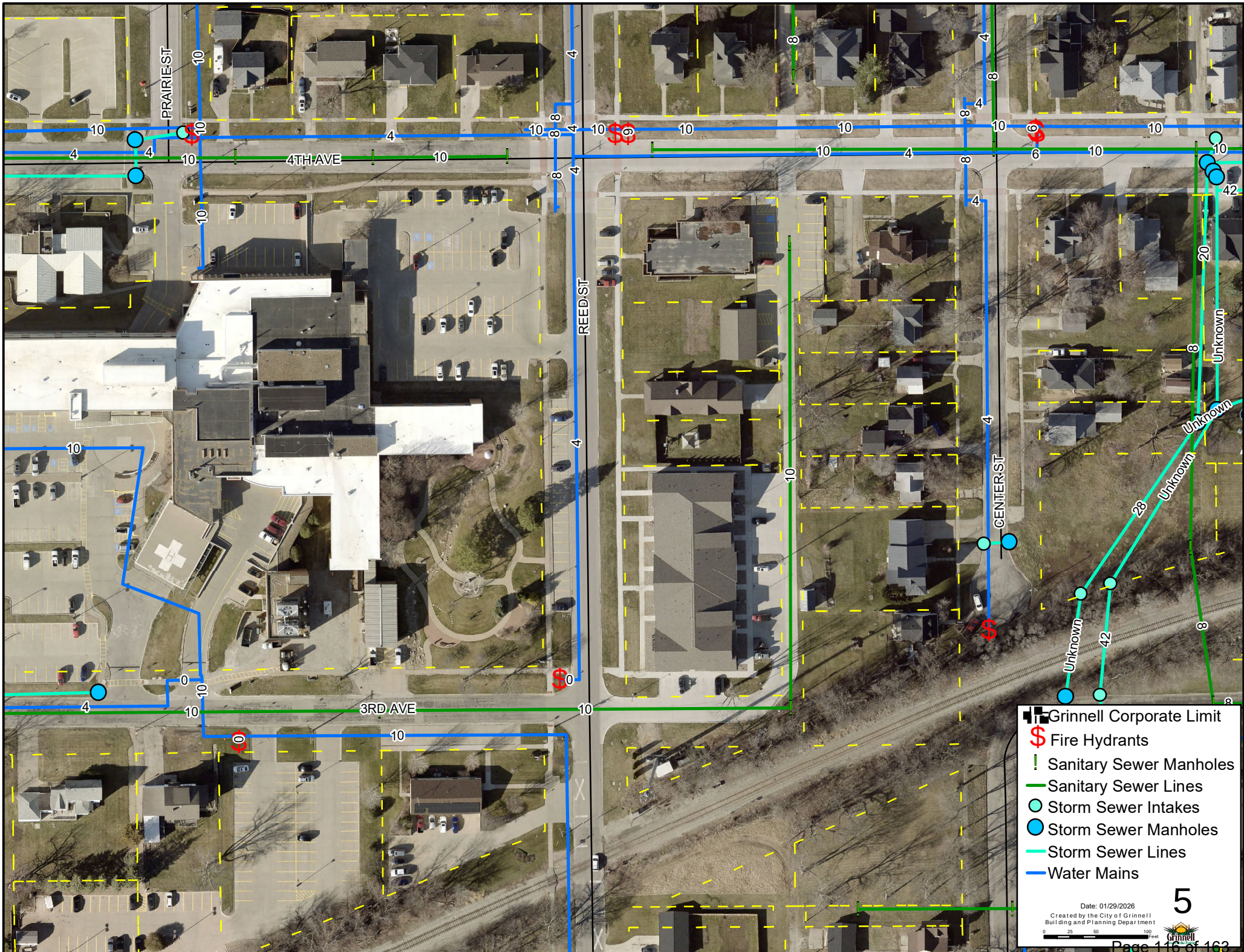
AUREON NETWORK SERVICES

HANDHOLE DETAIL



AUREON QUAZITE 24X36X36 DETAIL

[illegible]



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

Date: 01/29/2026
Created by the City of Grinnell
Building and Planning Department

0 25 50 100 Feet

5

CITY OF GRINNELL

New info and procedures are highlighted and effective as of 4/1/2022

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

**THIS APPLICATION WILL NOT BE FORMALLY REVIEWED FOR APPROVAL
UNTIL AFTER AN ON-SITE MEETING HAS
OCCURRED WITH THE INSTALLATION CREW**

1. Applicant: Windstream Iowa Communications, LLC 4005 N Rodney Parham Rd

Name

Little Rock, AR, 72212
City, State Zip

Address

706-279-7621
Telephone
2. **Contact Info for Installation Crew:** Shanda Bryson 4005 N Rodney Parham Rd

Name

Little Rock, AR, 72212
City, State Zip

Address

706-279-7621
Telephone
3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:
 - ☒ Plans drawn to scale.
 - ☒ Street names.
 - ☒ Right-of-way widths.
 - ☒ Pavement widths.
 - ☐ Sidewalk location and width including sidewalk ramps.
 - ☐ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures, Water stop-boxes, ditches, and utility vaults.
 - ☒ Horizontal and vertical location and physical size of the proposed utility.
 - ☒ Proposed construction work method such as "open cut" or "bore".
 - ☐ A drawing and explanation of concrete or asphalt restoration.
 - ☐ Information regarding sod work and tree replacement.
 - ☒ Location of other existing utilities within the work area.
 - ☐ Typical detail sections where special attention is required for some restoration work.
 - ☐ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
 - ☐ Detailed time schedule.
 - ☒ Address of adjacent properties.
 - ☐ Legal description of communication system location.
4. List any other items of concern particular to this project:

5. **Pre-Installation Meeting:** Before any work begins an on-site meeting with a City of Grinnell Representative must occur to go over the proposed project and verify any hazards or issues that must be taken note of. Work that begins without this meeting may result in Civil Citations being issued against the parties listed on this application. This project will not be reviewed for approval until the on-site meeting has occurred.
6. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. 00648961.
7. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

Fees: Administrative Fee:			<u>\$50.00</u>
Use Fee:			
(No Additional Customers) Greater of \$100.00 or:			
Linear Feet Within C-2:	<u> </u>	x \$1.00	<u> </u>
Linear Feet Outside C-2:	<u>2,940</u>	x \$0.50	<u>1,470.00</u>
Total:			<u>\$ 1,520.00</u>

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

Date of Acceptance 6/19/2026

Date of Approval

Staff TA

FOR DEPARTMENT USE ONLY

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

APPLICANT (INDIVIDUAL OR COMPANY)

First Name Christian	Middle Initial T	Last Name Churchwell	Phone Number 7064910444	Ext.
Company Name Windstream Kinetic Fiber, LLC			Phone Number	Ext.
Street Address 4005 N Rodney Parham Rd		City/Town Little Rock	State AR	ZIP Code 72212
e-Mail Address christian.churchwell@uniti.com		Secondary e-Mail Address jalen.sanders@uniti.com		

INSTALLATION TO BE ACCOMMODATED

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

The installation shall consist of:
KINETIC LOCATION MAP_HWY-146.
KINETIC PROPOSES TO PLACE 1,877' OF 48-CT, 969' OF 24-CT, 94' OF 12.7MM 2W MICRODUCT BORE OF BURIED CABLE WITHIN THE ROW.
DIRECT BORE METHOD=2,412, AND DIRECT BURIED METHOD=528'.
NUM OF 10' PED=1 & NUM OF 8' PED=7 & NUM OF FLOWER POTS=3 .
TOTAL LENGTH OF PROPOSED CABLE=2,940'.
[SEFH6573-56065]

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements, Section 115.7(3). <https://iowadot.gov/media/140/download?inline>)

WORK SITE LOCATION

The proposed work as described above is located in Section 8, 9, Twp. 80 N, Range 16 W on Highway No. IA-146 generally located 0.148 (miles) South (direction) from Grinnell City Limits (North) on IA-146 (city, county line, or other landmark). Work proposed is more specifically located as being from 22.46 (Milepost #) and 31+62 (Highway Station) to 22.96 (Milepost #) and 53+08 (Highway Station) on the Both side of highway.

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

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

A. General

1. The installation shall meet the requirements of local municipal, county, state, and federal franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission; the Iowa Department of Natural Resources, all rules and regulations of the Department and any other laws or regulations applicable. This permit grants installation within the highway right-of-way and does not authorize installation on private property or any other property such as railroad right-of-way.
2. The Permit Holder shall be fully responsible for any future adjustments of the facilities within the established highway right-of-way caused by highway construction or maintenance operations.
3. As per Section 115.7(8) of the Utility Accommodation Policy, As-Built plans are due within 90 days after completion of construction, the utility owner shall submit to the district representative an as-built plan in an electronic format in accordance with department specifications.
4. The work described in this permit shall be completed as proposed in compliance with the stipulations and special requirements within one year from the date Department approval is received for said request. Failure on the part of the Permit Holder to abide by the stipulations or in constructing the work described as stipulated and within the time frame stated shall render this agreement and request null and void. The Permit Holder also agrees to save the State of Iowa and the Department harmless of any damages or losses that may be sustained by any person, or persons, on account of the conditions and requirements of this agreement.
5. Non-compliance with any of the terms of the Department's policy, permit, or agreement, may be considered cause for shut-down of construction operations, revocation of the permit, or withholding of relocation reimbursement and/or withholding of future application approvals until compliance is confirmed. The cost of any work deemed necessary to be performed by the State in removal of non-complying construction will be assessed against the Permit Holder.

B. Construction and Maintenance

1. The location, construction and maintenance of the utility installation covered by this application shall be in accordance with the current Department's Utility Accommodation Policy. <https://iowadot.gov/media/140/download?inline>
2. Before beginning any work in the highway right-of-way, it is the responsibility of the Permit Holder to obtain an easement from the drainage district if necessary. The Department assumes no responsibility for advising the Permit Holder of each location of a drainage district crossing. It is the Permit Holder's responsibility to locate these crossings and obtain any necessary easements or permission from the drainage district. See Code of Iowa, Chapter 468 for additional information.
3. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
4. Operations in the construction and maintenance of this utility installation shall be carried on in such a manner as to cause minimum interference to or distraction of traffic on said highway.
5. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans.
https://documents.iowa.gov/#4206904_2=Transportation&4206904_19=Design&4206904_3=Standard Road Plans&4206904_11=TC - Traffic Control&search-logic=format&page_length_parm=100
6. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
7. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
8. As per Policy Section 115.3(9) parking or storage in the clear zone is prohibited. When not in actual use, vehicles, equipment and materials shall not be parked or stored within the clear zone or median.
9. Unless specifically noted in Special Requirements section, all work performed within the right-of-way shall be restricted to 30 minutes after sunrise to 30 minutes before sunset.
10. Pedestals shall be placed within 12 inches of the right-of-way line.
11. All above and below ground appurtenances (pedestals, hydrants, drains, accesses, etc.) shall be marked with high visibility posts and signs. The minimum height requirement for the signs shall be 5 foot. Urban Roadway Sections may be exempted with department approval.

C. Liability

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

D. Notification

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

E. Build America, Buy America (BABA)

- F. Build America, Buy America (BABA) applies to relocations of utility facilities that must move due to highway projects under certain specific conditions that include reimbursable locations and relocations due to interstate projects. Please contact the Department's District Engineering Operation Technician (EOT) for more information on BABA requirements or visit the following link: <https://ia.iowadot.gov/er/current/IM/content/107.htm>

Permit Number: _____

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

Applicant Signature and Agreement

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

Name of Agent (Print or Type) Christian Churchwell	Agent/Owner (Signature)  Digitally signed by Christian Churchwell Date: 2026.06.18 14:01:41 -04'00'	Title Analyst I - Eng. Support
Name of Owner (Print or Type) Windstream Kinetic Fiber, LLC	Date 06/18/2026	
e-Mail Address christian.churchwell@uniti.com		SEFH6573-56065

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

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

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

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

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

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

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

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

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

☐ Recommend Approval ☐ Do Not Recommend Approval ☐ None Required

Authorized FHWA Representative Signature	Date
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DEPARTMENT OF TRANSPORTATION FINAL ACTION

☐ Application Approved ☐ Application Denied Permit Number:

Authorized Highway District Representative	Signature	Date
e-Mail Address		

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

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

Site Plan & Attachments Checklist for Utilities Accommodation Permit

Last updated 12-18-2025

- ☐ Plans showing highway centerline, route number, stationing and milepost.
- ☐ Visible orientation (north arrow) and identifying landmarks.
- ☐ Clearly identify right-of-way (ROW) lines and include with horizontal distance from highway centerline shown, including all breakpoints and changes in the ROW distances.
- ☐ Provide Iowa One Call design request information (minimally the list of utility owners).
- ☐ List all the existing utilities in the installation area. Describe how your installation will address existing utilities that are in conflict, and show all observable existing features, such as power poles, pedestals, markers, handholes, trees, etc.
- ☐ Show all construction features/bore pits with the running line and horizontal distance from roadway edge or centerline (showing clear zone compliance). <https://iowadot.gov/rightofway/pdfs/UtilityPolicy.pdf>
- ☐ Show the start/stop stationing and depths or elevations for all bores, longitudinal and transverse.
- ☐ Show the start/stop stationing and depths or elevations for all plowing locations.
- ☐ Show casing start/stop locations, lengths, diameter, and material if casings are used.
- ☐ Show all facilities that are to be installed on the site plan including but not limited to pedestals, wire conduit, poles, guy anchors, junction boxes, handholes and manholes. ALL MUST BE REFERENCED BY highway stationing and distance from centerline.
- ☐ Show where installation starts and stops, leave the ROW, stops at existing pedestal, pole, etc. Use highway stationing and distance from centerline of the start and stops.
- ☐ Identify any physical focal points, posts, pedestals, shutoffs, overflow valves, hydrants, etc.
- ☐ Describe any other work to accomplish installation before, during or after installation, including but not limited to removal of brush/trees, removal of underbuild, construction of access, fence removal, fence replacement, etc.
- ☐ Identify unusual issues to be pointed out on the site plan. CLARITY IS THE KEY. *It will not be assumed to be included in the permit or that the permit holder will perform certain work if it is not included in the plan.*

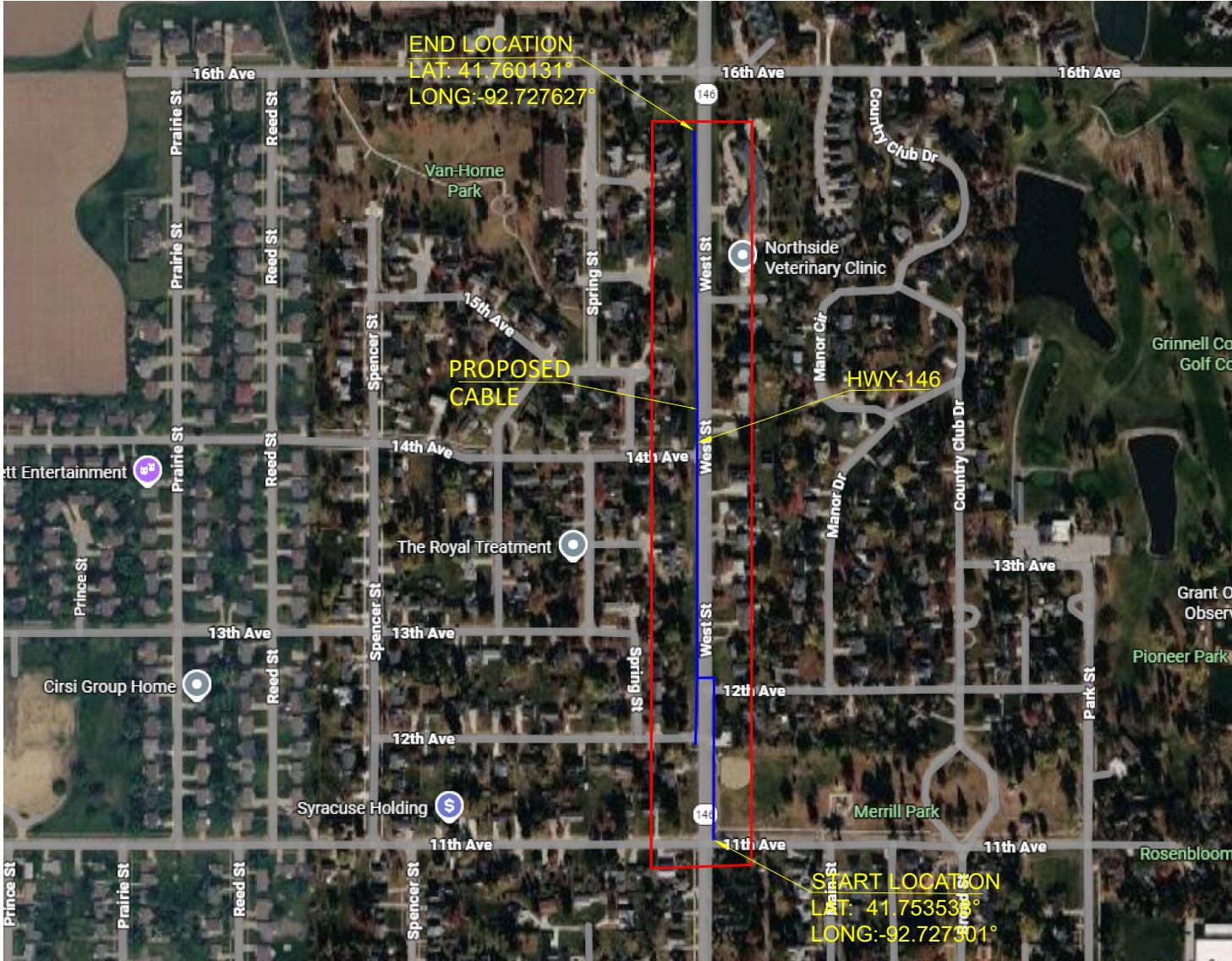
ATTACHMENTS

- ☐ Proper Traffic Control Standards (Iowa DOT TCxxx Series Standard plans preferred)
Available at: https://documents.iowa.gov/#4206904_2=Transportation&4206904_19=Design&4206904_3=Standard Road Plans&4206904_11=TC - Traffic Control&search-logic=format&page_length_parm=100
- ☐ Required Height / Depth Typical (supplied by the department)
- ☐ Tile Repair Guide (rural locations) (supplied by the department)
- ☐ Special Seeding Requirements and Erosion Control (supplied by the department)
- ☐ 511 Lane Restriction Requirements (if any lane restriction is anticipated) (supplied by the department)

ALL ITEMS MUST BE LEGIBLE FOR REVIEW BY THE DEPARTMENT

VICINITY MAP

KINETIC LOCATION MAP_HWY-146.
FOR ALL CROSSING AND LONGITUDINAL UTILITY DEPTH UNDER PAVED & UNPAVED SURFACE WILL BE 4' IF BORED & 3' OTHERWISE.
KINETIC PROPOSES TO PLACE 1,877' OF 48-CT, 969' OF 24-CT, 94' OF 12.7MM 2W MICRODUCT BORE OF BURIED CABLE WITHIN THE ROW.
DIRECT BORE METHOD=2,412, AND DIRECT BURIED METHOD=528'.
NUM OF 10" PED=1 & NUM OF 8" PED=7 & NUM OF FLOWER POTS=3 .
TOTAL LENGTH OF PROPOSED CABLE=2,940'.



KINETIC PROPOSES FIBER OPTIC PLACEMENT:
1-INSIDE DOT:TOTAL FOOTAGE INSIDE ROW = 2,940'.

KINETIC PROPOSES FIBER OPTIC PLACEMENT				
BURIED	12 FOC	24 FOC	48 FOC	12.7MM
DIRECT BURIED	0'	0'	528'	0'
DIRECTIONAL BORE	0'	969'	1,349'	94'
DRY BORE	0'	0'	0'	0'
AERIAL	12 FOC	24 FOC	48 FOC	144 FOC
E LASHING	0'	0'	0'	0'
NEW 10M STRAND	0'	0'	0'	0'

2-TOTAL PROPOSED FOOTAGE=2,940'.



ATTENTION: PERMIT DEPARTMENT
KINETIC CONTACT PERSON:
PHILLIP BYERS - 205-640-9535
EMAIL: PHILLIP.BYERS@KINETIC.COM

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	2,412' L.F
DIRECT BURIED	528' L.F
TRENCH	0' L.F
DRY BORE	0' L.F
TOTAL	2,940' L.F

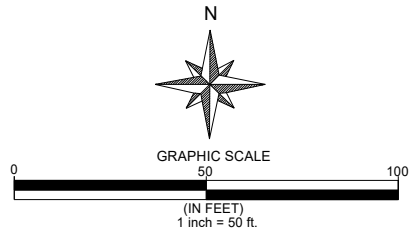
STRUCTURE DETAILS	
FLOWER POT	3 E.A
8" PED	7 E.A
10" PED	1 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 06/11/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

MAP: VICINITY MAP

CYIENT INC

LEGEND			
JOINT USE POWER POLE		PROPOSED PED	
UTILITY POLE		PROPOSED AERIAL TERMINAL	
DIRECT BURIED FOC		EXISTING AERIAL TERMINAL	
BORE		BORE PIT 5'x4'x4'	
PLOW		EXISTING HH	
INNERDUCT		EXISTING FIBER PED	
DRY BORE		EXISTING COPPER PED	
NEW STRAND		CULVERT	
ELASH		STORM MH	
12.7 MM OF 2W MICRO DUCT BY DIRECT BORE		SEWER MH	
12.7 MM OF 2W MICRO DUCT BY DIRECT BURY		ELECTRIC MH	
12.7 MM OF 2W MICRO DUCT BY PLOW		TREE	
EDGE OF PAVEMENT		CATCH BASIN / INLET	
RIGHT OF WAY		PROP HH(14X19X12)	
CENTER LINE		EXISTING MANHOLE	
BACK OF CURB		GAS MARKER	
EDGE OF TRAVEL LINE		POT - HOLE	
SIDEWALK		WATER HYDRANT	
DRIVEWAY		RR TRACK	
DITCH LINE		BRIDGE	
EXISTING KINETIC AERIAL CABLE		GAS LINE	
EXISTING KINETIC BURIED CABLE		WATER LINE	
EXISTING KINETIC AERIAL CABLE		SEWER LINE	
EXISTING KINETIC BURIED CABLE		STORM LINE	
POT-HOLE		ELECTRIC LINE	
PROPOSED FDH			

DATE CREATED: 06/11/2026

DATE REVISED:

DRAWN BY: CYIENT INC

COMPANY: KINETIC

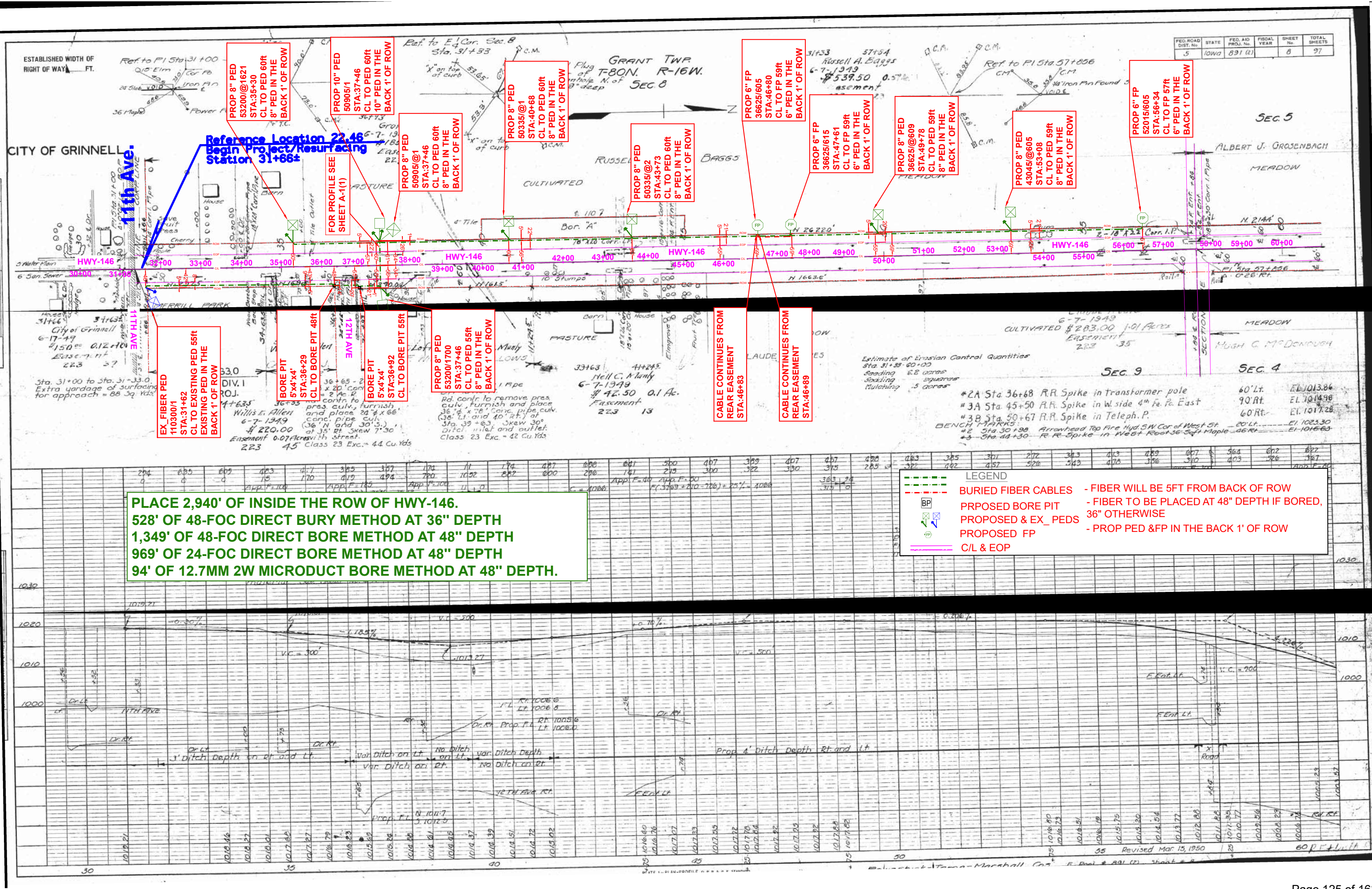
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

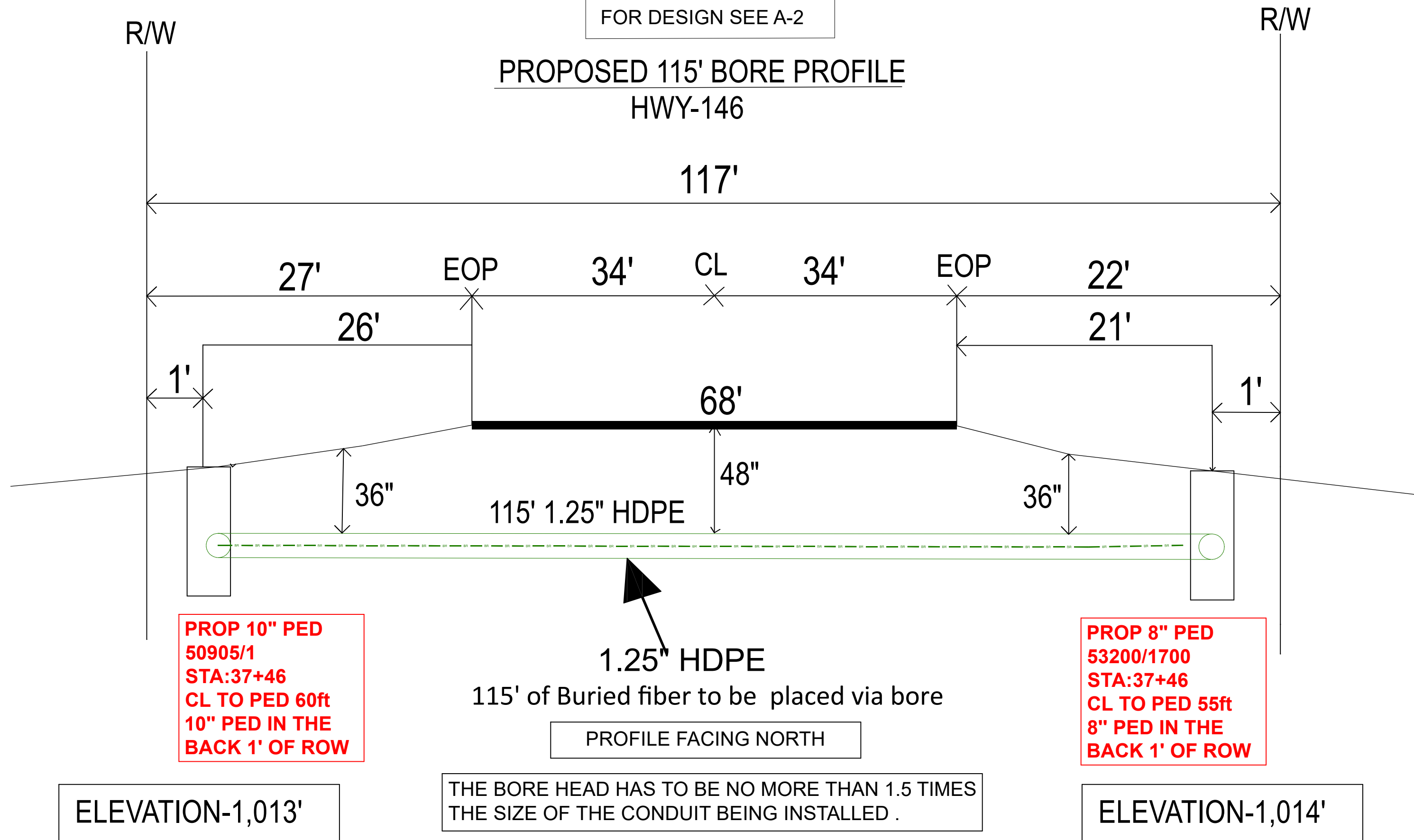
SHEET: LEGEND

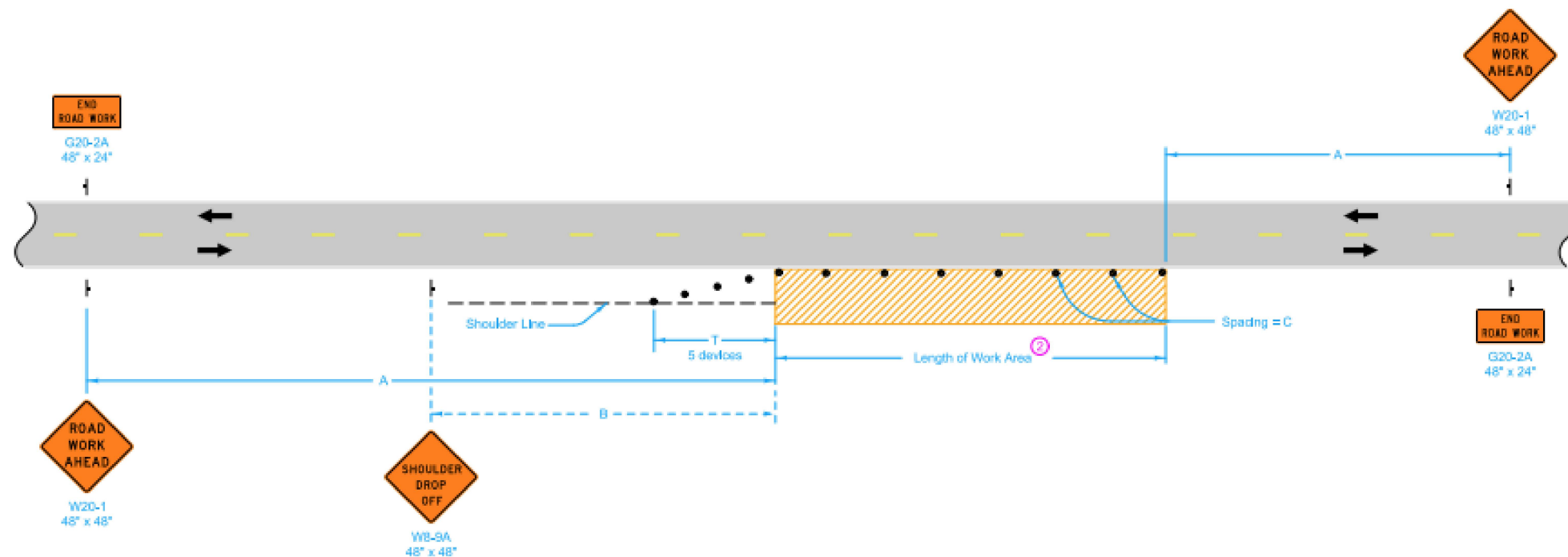
CYIENT INC



FOR DESIGN SEE A-2

PROPOSED 115' BORE PROFILE
HWY-146





LEGEND	
	Traffic Sign
	42" Channelizer
	Work Area
	Direction of Traffic

SPEED LIMIT (mph)*	A	B	C (2)	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	60' (1)	200'
50 or greater	1000'	500'	100' (1)	200'

* Speed Limit refers to regulatory speed limit before road work.

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.K2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

(1) When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

(2) For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:
Traffic Control

 STANDARD ROAD PLAN REVISIONS: Added speed limit note.	REVISION	
	10	4-18-23
	TC-202	
	SHEET 1 of 1	
APPROVED BY DESIGN METHODS ENGINEER WORK WITHIN 15 FT OF TRAVELED WAY		

DATE CREATED: 06/11/2026

DATE REVISED:

DRAWN BY: CYIENT INC

GRAPHIC SCALE

COMPANY: KINETIC

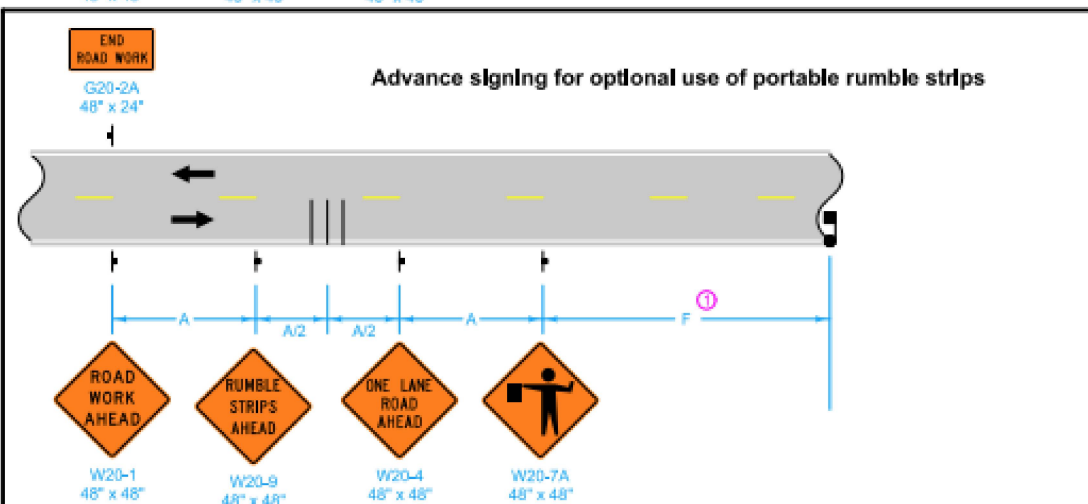
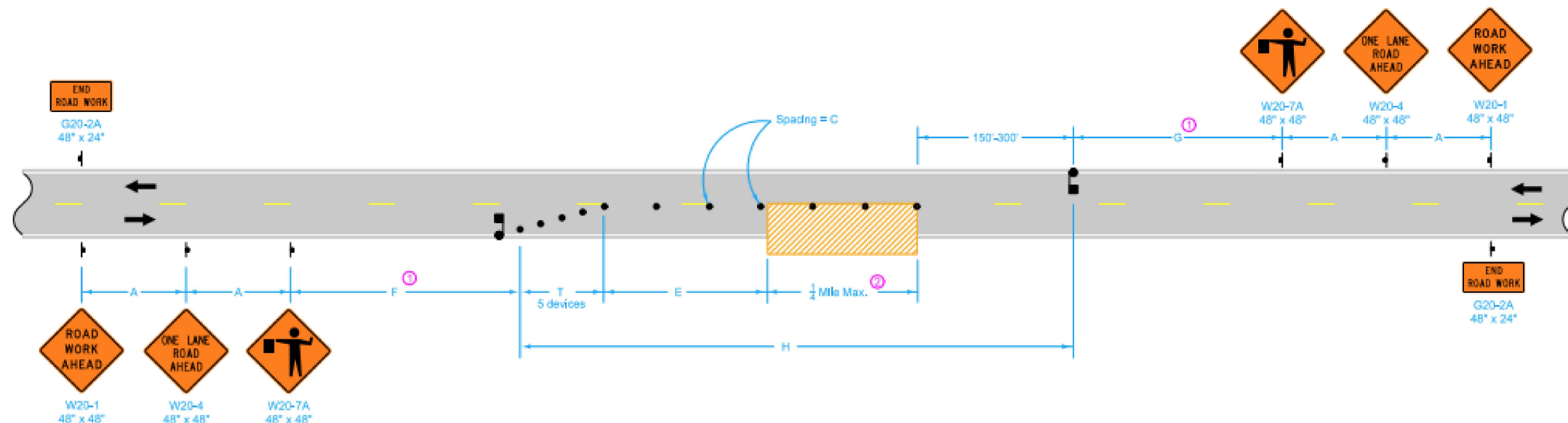
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: TCP-1

CYIENT INC



LEGEND

- Traffic Sign
- Flagger
- 42" Channelbar
- Work Area
- Direction of Traffic
- Portable rumble strips

SPEED LIMIT (mph)*	A	C	E	F and G Range	F + G Max.	H Max.	T
35 or less	250'	40'	0'-200'	500'-3000'	3500'	2000'	50'
40 - 45	350'	80'	0'-200'	700'-3000'	3700'	2000'	100'
50 or greater	500'	100'	200'-300'	1000'-3000'	4000'	2000'	100'

* Speed Limit refers to regulatory speed limit before road work.

- ① Keep F and G distances as near to minimum values as work permits. However, to allow advancement of the work area without moving signs, F and G distances may be varied within the limits of the table. Maximum movement can be achieved by setting one F or G value at the minimum and the other value at its maximum.
- ② If length of work area exceeds 1/4 mile, use **TC-214**.

Possible Contract Items:
Flaggers
Traffic Control

	REVISION
	6 4-18-23
STANDARD ROAD PLAN	
REVISIONS: Added speed limit note.	
APPROVED BY DESIGN METHODS ENGINEER	
LANE CLOSURE WITH FLAGGERS	

DATE CREATED: 06/11/2026

DATE REVISED:

DRAWN BY: CYIENT INC

GRAPHIC SCALE

COMPANY: KINETIC

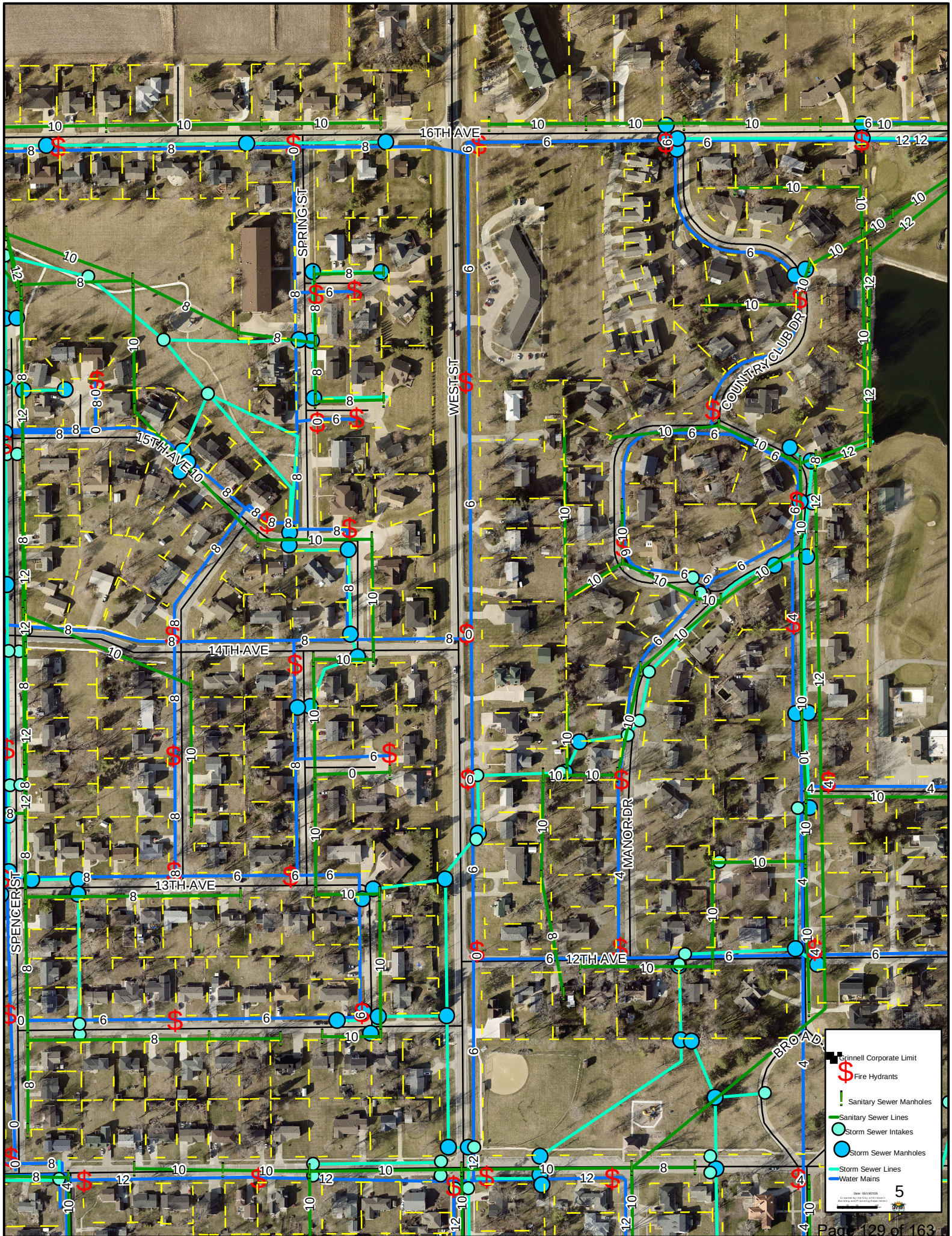
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: TCP-2

CYIENT INC



CITY OF GRINNELL

New info and procedures are highlighted and effective as of 4/1/2022

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

**THIS APPLICATION WILL NOT BE FORMALLY REVIEWED FOR APPROVAL
UNTIL AFTER AN ON-SITE MEETING HAS
OCCURRED WITH THE INSTALLATION CREW**

1. Applicant: Windstream Iowa Communications, LLC 4005 N Rodney Parham

Name

Little Rock, AR 72212

City, State
Zip

Address

706-279-7354
Telephone
2. **Contact Info for Installation Crew:** Kasey Hempstead, Ivan Hidy, Brandon Elverum 2218 200th St East

Name

Clearwater, MN 55320

City, State
Zip

Address

320-547-10099
Telephone
3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:
 - ☒ Plans drawn to scale.
 - ☒ Street names.
 - ☒ Right-of-way widths.
 - ☒ Pavement widths.
 - ☐ Sidewalk location and width including sidewalk ramps.
 - ☐ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures, Water stop-boxes, ditches, and utility vaults.
 - ☒ Horizontal and vertical location and physical size of the proposed utility.
 - ☐ Proposed construction work method such as "open cut" or "bore".
 - ☐ A drawing and explanation of concrete or asphalt restoration.
 - ☐ Information regarding sod work and tree replacement.
 - ☒ Location of other existing utilities within the work area.
 - ☐ Typical detail sections where special attention is required for some restoration work.
 - ☐ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
 - ☐ Detailed time schedule.
 - ☐ Address of adjacent properties.
 - ☒ Legal description of communication system location.
4. List any other items of concern particular to this project:

5. **Pre-Installation Meeting:** Before any work begins an on-site meeting with a City of Grinnell Representative must occur to go over the proposed project and verify any hazards or issues that must be taken note of. Work that begins without this meeting may result in Civil Citations being issued against the parties listed on this application. This project will not be reviewed for approval until the on-site meeting has occurred.
6. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. _____.
7. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

Fees: Administrative Fee:		<u>\$50.00</u>	
Use Fee:			
(No Additional Customers) Greater of \$100.00 or:			
Linear Feet Within C-2: _____	x \$1.00		_____
Linear Feet Outside C-2: <u>8,340</u>	x \$0.50		<u>4,170.00</u>
	Total:		<u>\$ 4,220.00</u>

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

Date of Acceptance 5-7-2026

Date of Approval _____

Staff TA

VICINITY MAP

KINETIC LOCATION MAP-GRINNELL_CITY

FOR ALL CROSSING AND LONGITUDINAL UTILITY DEPTH UNDER ALL PAVEMENT SURFACE WILL BE 4 FT AND UNDER UNPAVED SURFACE WILL BE 3 FT.

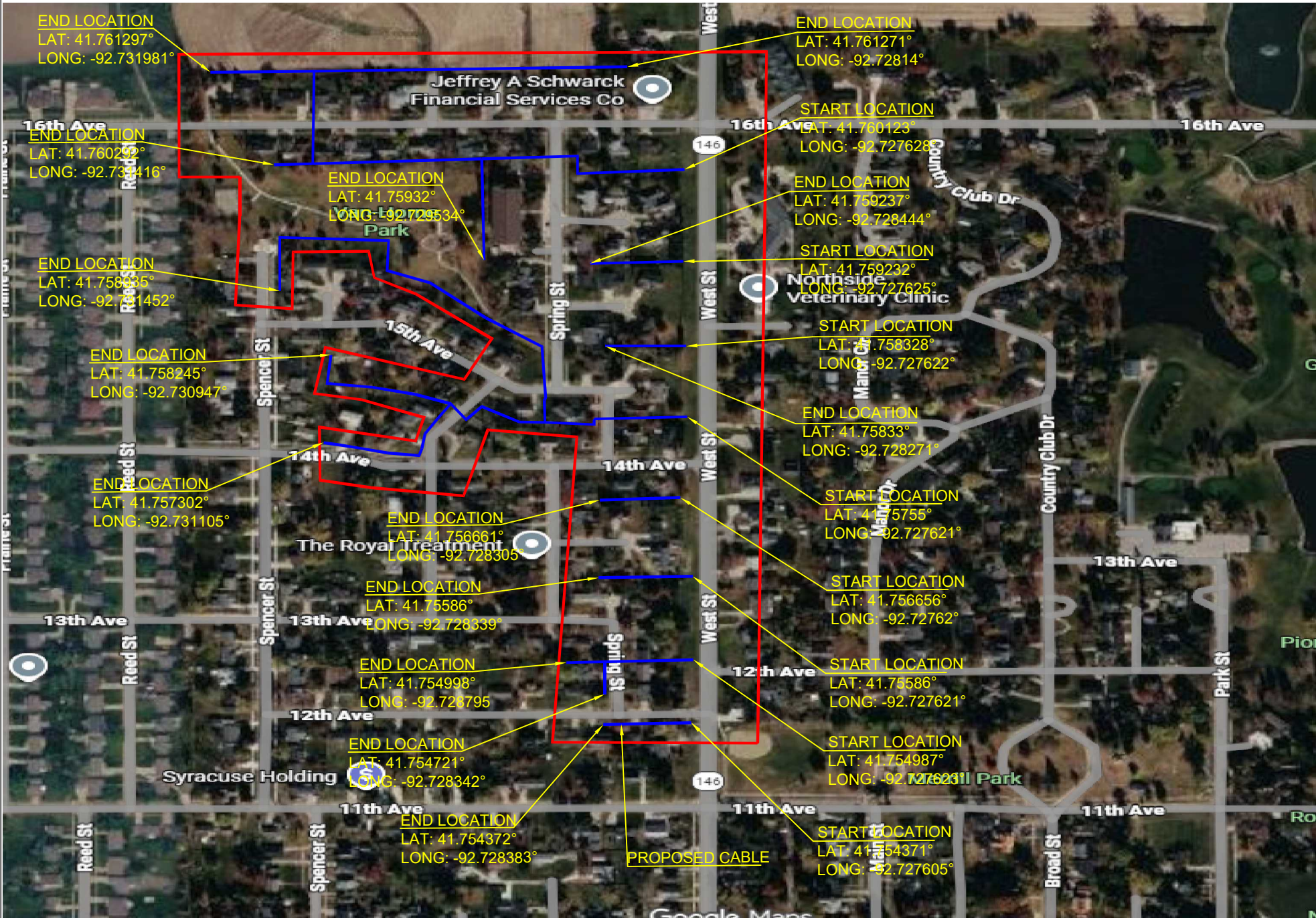
PROJECT NAME : SEFH6573

KINETIC PROPOSED TO PLACE 80' OF 48-CT, 3,510' OF 12-CT, 2,009' OF 24-CT, AND 2,741' OF 12.7MM 2W MICRODUCT OF BURIED CABLE WITH IN THE ROW.

RESI BORE = 6,710', RESI PLOW = 1,180', DIRECT BORE= 450'.

NUM OF PROP 8" PED=22, PROP 10" PED=1. AND FLOWER POTS= 16.

TOTAL PROPOSED CABLE =8,340'.



 DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	450' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	1,180' L.F
RESI BORE	6,710' L.F
TOTAL	8,340' L.F

STRUCTURE DETAILS

FLOWER POTS	16 E.A
8" PED	22 E.A
10" PED	1 E.A
AERIAL TERMINAL	0 E.A

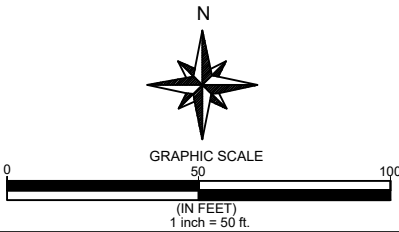
AERIAL FOOTAGE DETAILS

NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

MAP: VICINITY MAP

CYIENT INC

LEGEND			
JOINT USEPOWER POLE		PROPOSED PED	
UTILITY POLE		PROPOSED AERIAL TERMINAL	
DIRECT BURIED FOC		EXISTING AERIAL TERMINAL	
BORE		BORE PIT 5'x4'x4'	
TRENCH		EXISTING HH	
INNERDUCT		EXISTING FIBER PED	
DRY BORE		EXISTING COPPER PED	
NEW STRAND		CULVERT	
ELASH		EXISTING KINETIC FIBER PLACEMENT TYPE- AERIAL	
12.7 MM OF 2W MICRO DUCT BY DIRECT BORE		EXISTING KINETIC FIBER PLACEMENT TYPE- BURIED	
12.7 MM OF 2W MICRO DUCT BY DIRECT BURY		EXISTING KINETIC COPPER PLACEMENT- AERIAL	
12.7 MM OF 2W MICRO DUCT BY TRENCH		EXISTING KINETIC COPPER PLACEMENT- BURIED	
EDGE OF PAVEMENT		EXISTING MANHOLE	
RIGHT OF WAY		GAS MARKER	
CENTER LINE		UTILITY MARKER	
BACK OF CURB		WATER HYDRANT	
EDGE OF TRAVEL LINE		RR TRACK	
SIDEWALK		BRIDGE	
DRIVEWAY		GAS LINE	
DITCH LINE		WATER LINE	
EXISTING KINETIC AERIAL CABLE		SEWER LINE	
EXISTING KINETIC BURIED CABLE		STORM LINE	
EXISTING KINETIC AERIAL CABLE		ELECTRIC LINE	
EXISTING KINETIC BURIED CABLE			
EXISTING FDH			
PROPOSED FDH			

DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	370' L.F
TRENCH/DIRECT BURY	80' L.F
RESI PLOW	1,180' L.F
RESI BORE	3,969' L.F
TOTAL	5,599' L.F

STRUCTURE DETAILS

FLOWER POTS	16 E.A
8" PED	22 E.A
10" PED	1 E.A
AERIAL TERMINAL	0 E.A

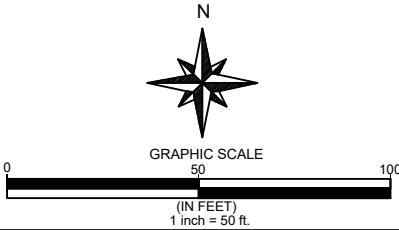
AERIAL FOOTAGE DETAILS

NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

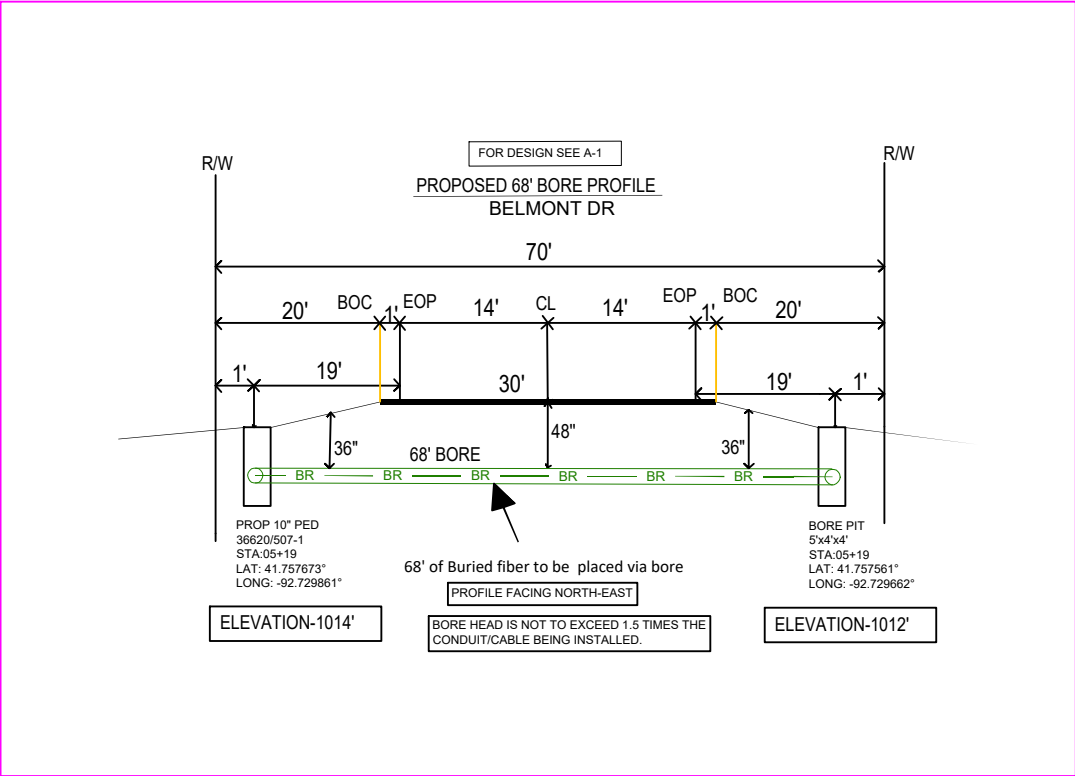
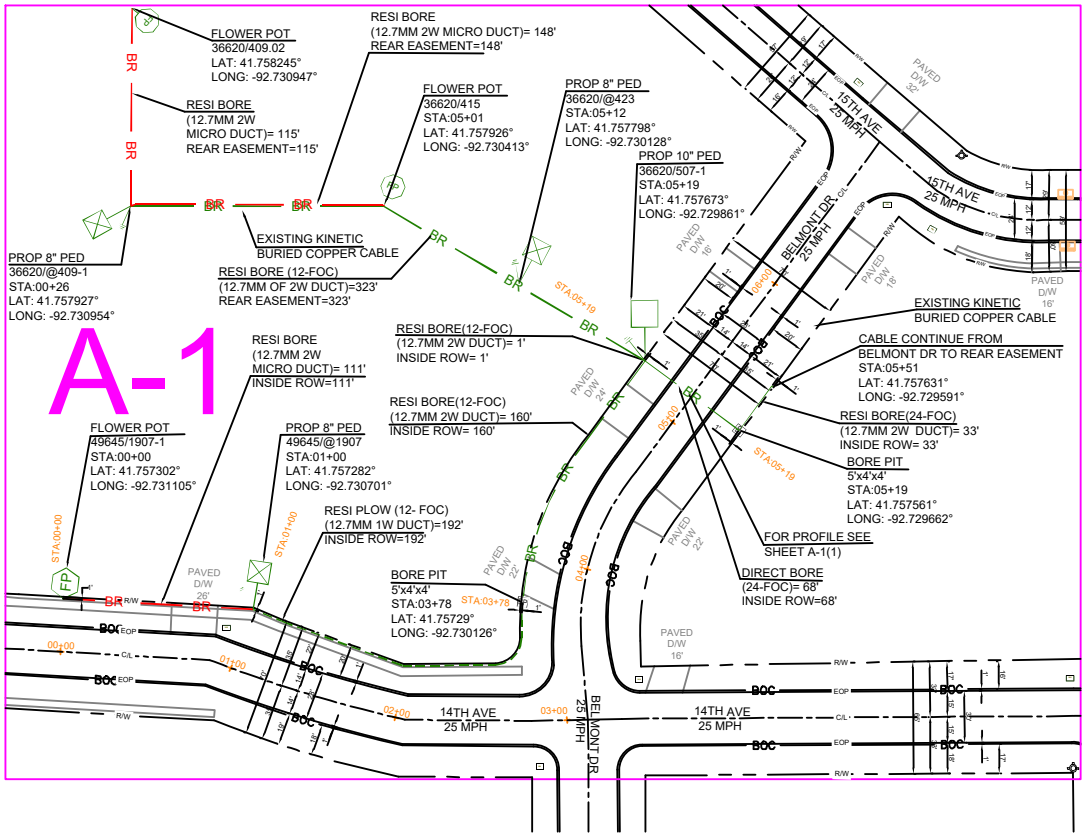
DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

MAP: LEGEND

CYIENT INC

BELMONT DR

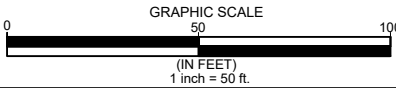
A-1(1)



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

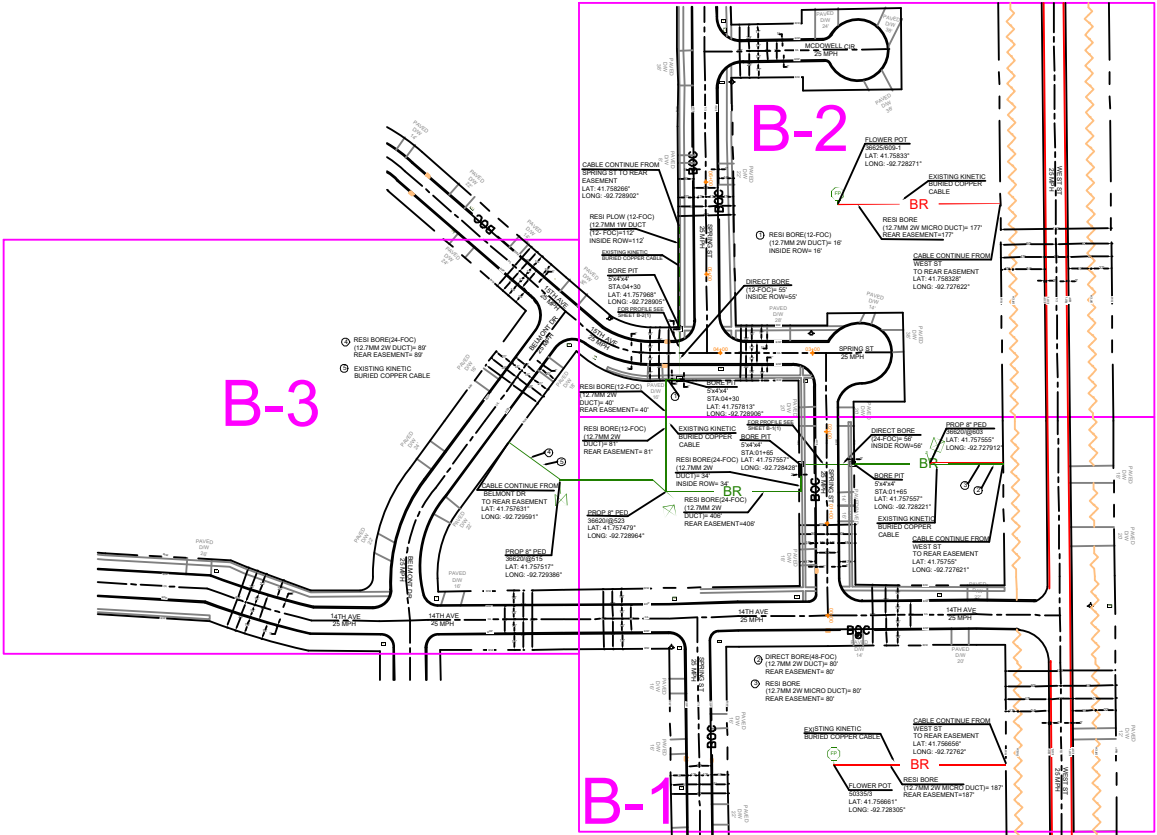
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

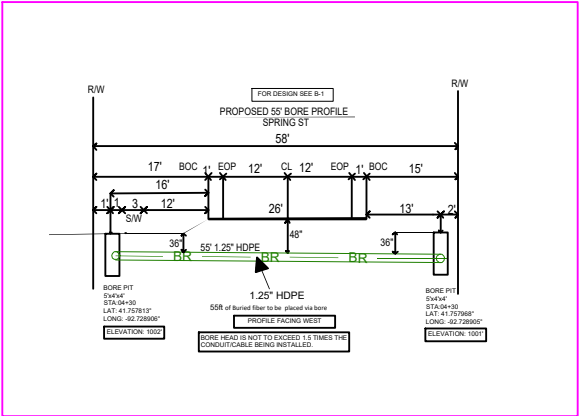
MAP: KEYMAP-1

CYIENT INC

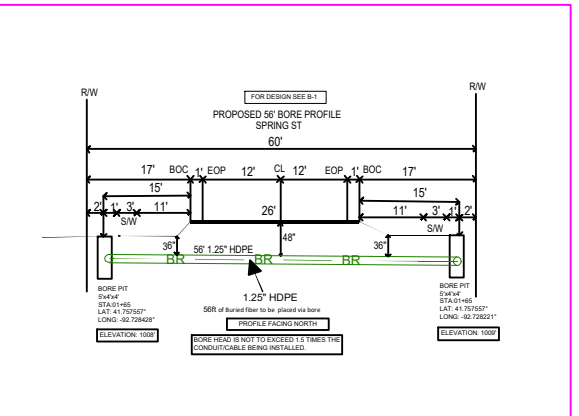
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B-2(1)

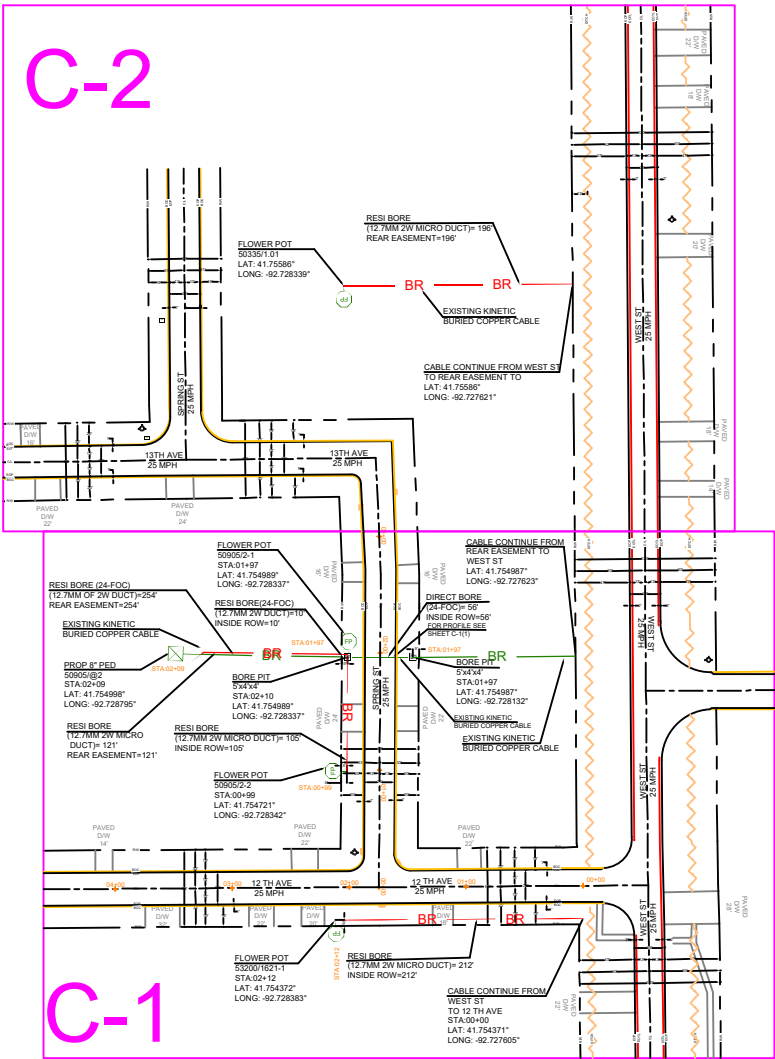


B-1(1)

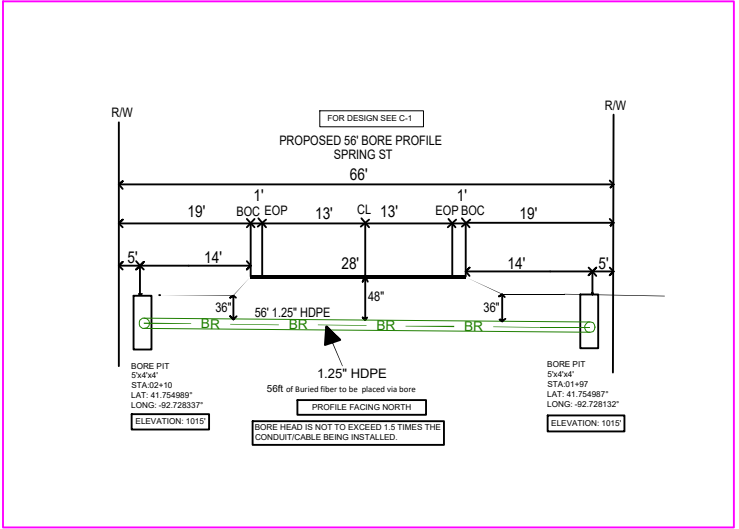


DATE CREATED:	04/28/2026
DATE REVISED:	
DRAWN BY:	CYIENT INC
050100 GRAPHIC SCALE (IN FEET) 1 inch = 50 ft.	
COMPANY:	KINETIC
SYSTEM:	GRINNELL_IA
PROJECT NUMBER:	713362196
DESCRIPTION:	SEFH6573 COA23_SERVING_AREA
MAP:	KEYMAP-2
CYIENT INC	

12 TH AVE



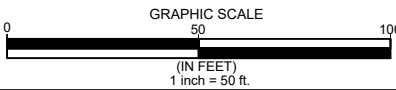
C-1(1)



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

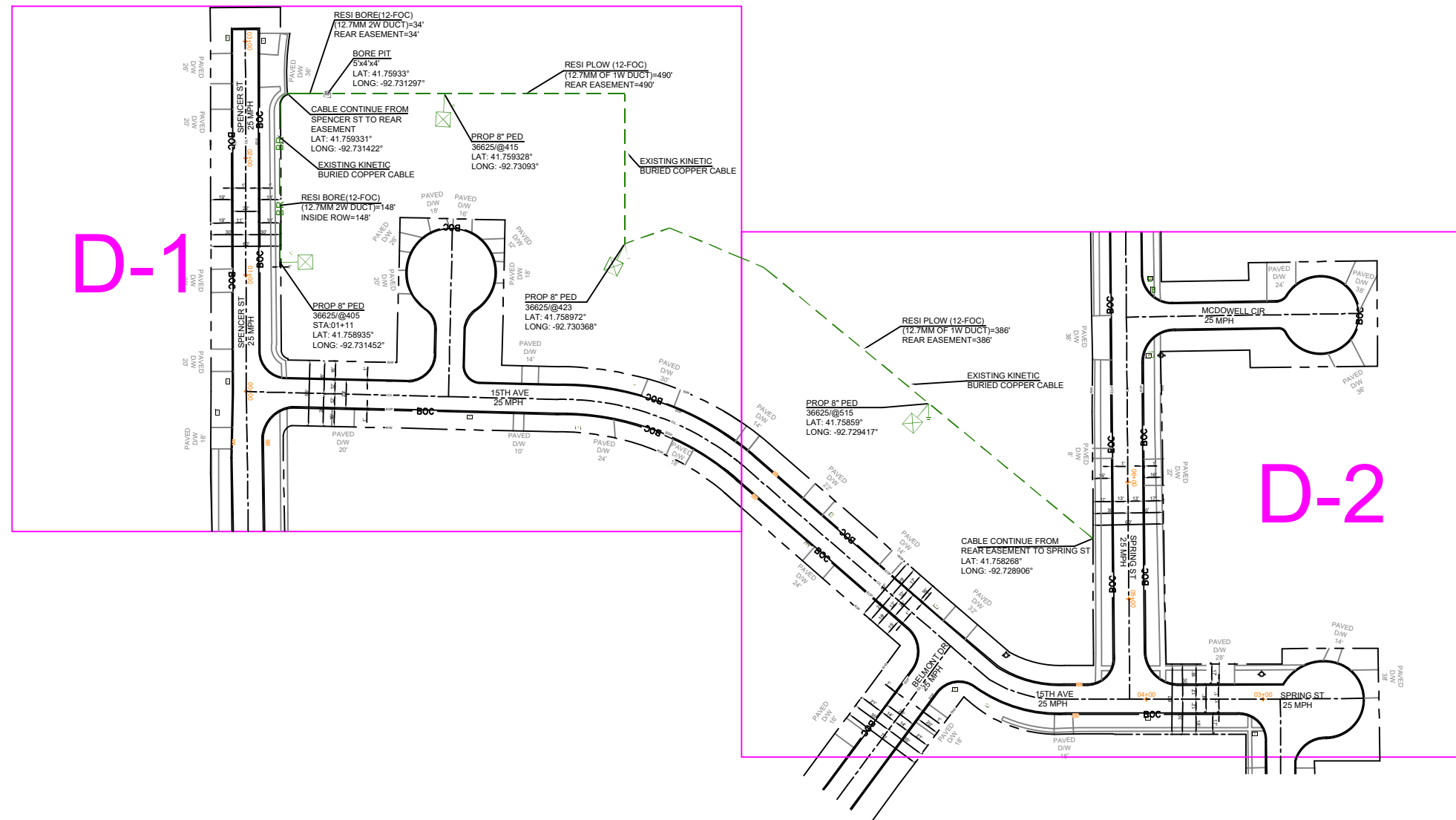
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

MAP: KEYMAP-3

CYIENT INC

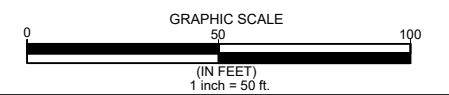
SPENCER ST



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL_IA

PROJECT NUMBER:	713362196
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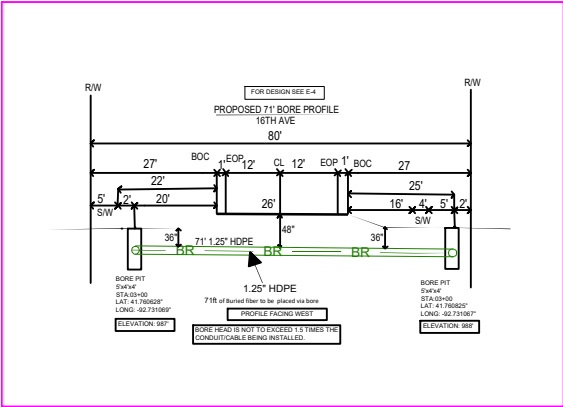
DESCRIPTION:	SEFH6573
	COA23_SERVING_AREA

MAP: KEYMAP-4

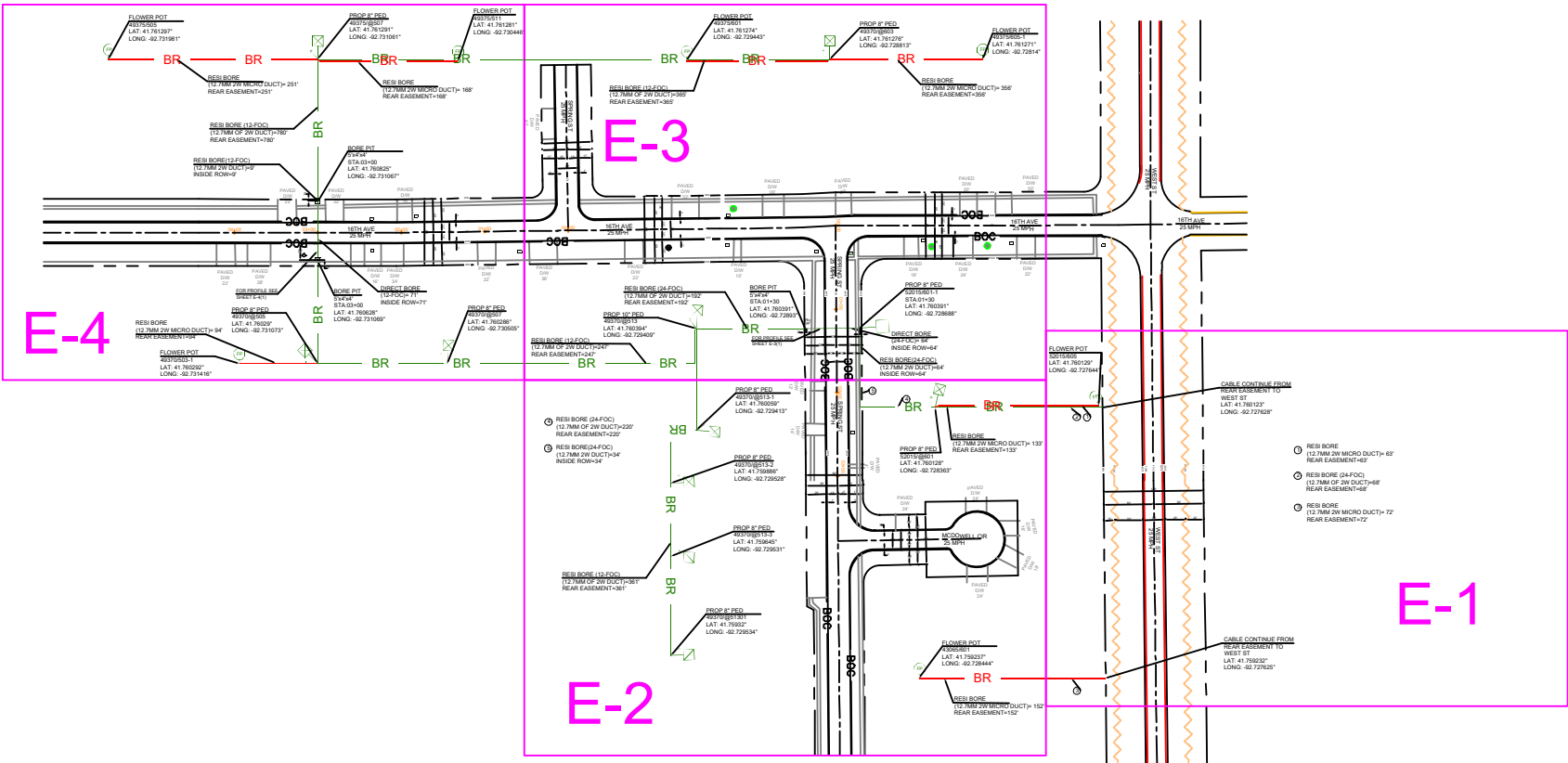
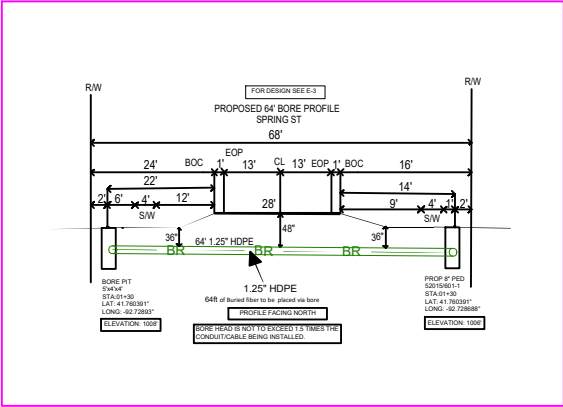
CYIENT INC

16TH AVE

E-4(1)



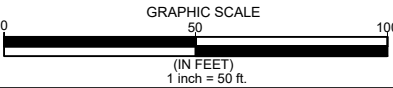
E-3(1)



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

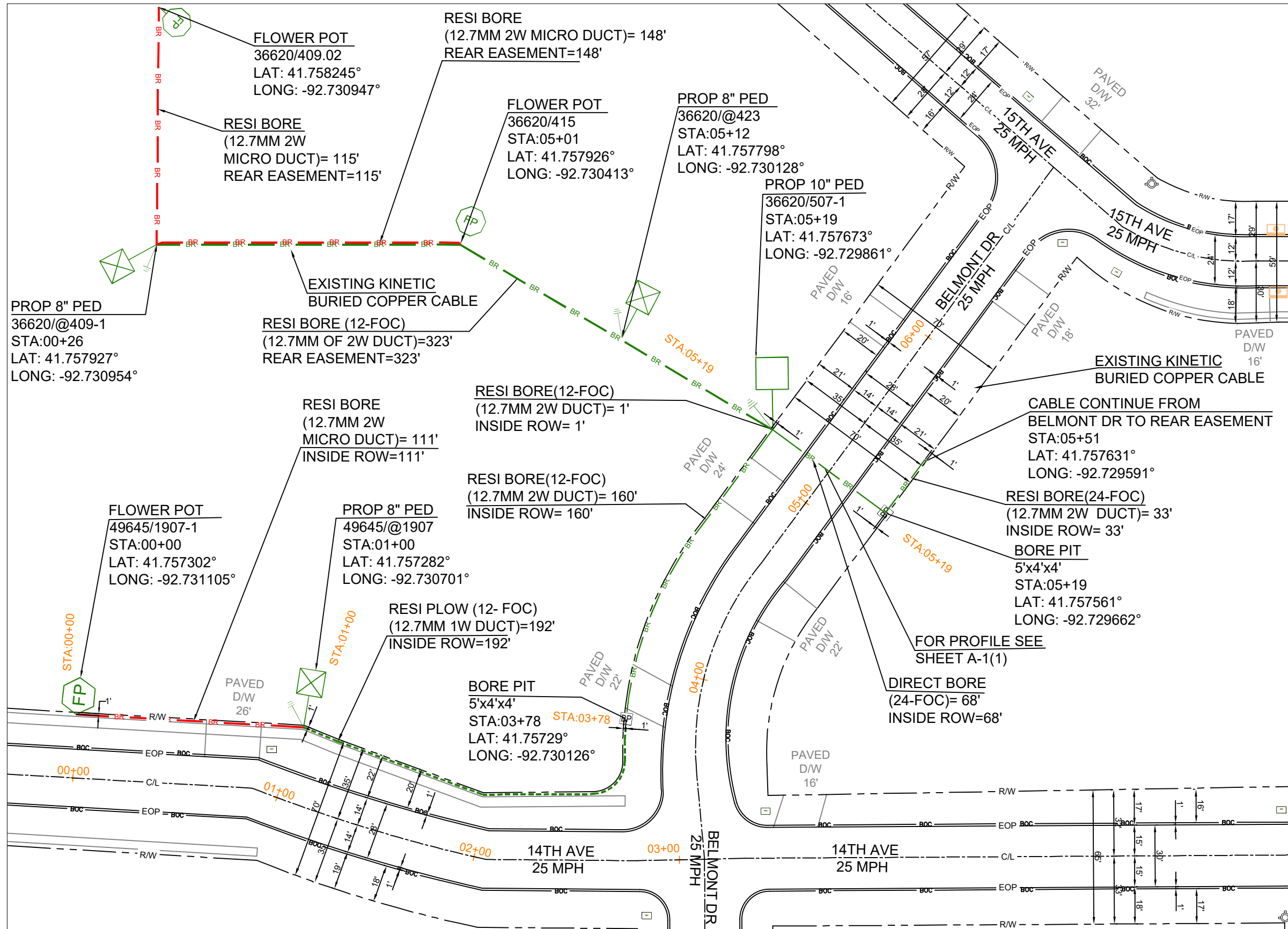
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

MAP: KEYMAP-5

CYIENT INC



DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	68' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	192' L.F
RESI BORE	891' L.F
TOTAL	1,151' L.F

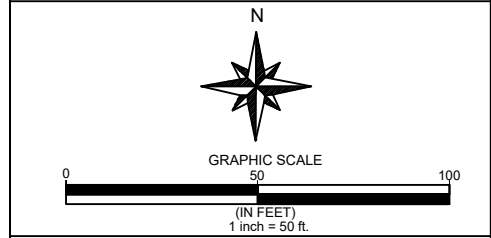
STRUCTURE DETAILS	
FLOWER POTS	3 E.A
8" PED	3 E.A
10" PED	1 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

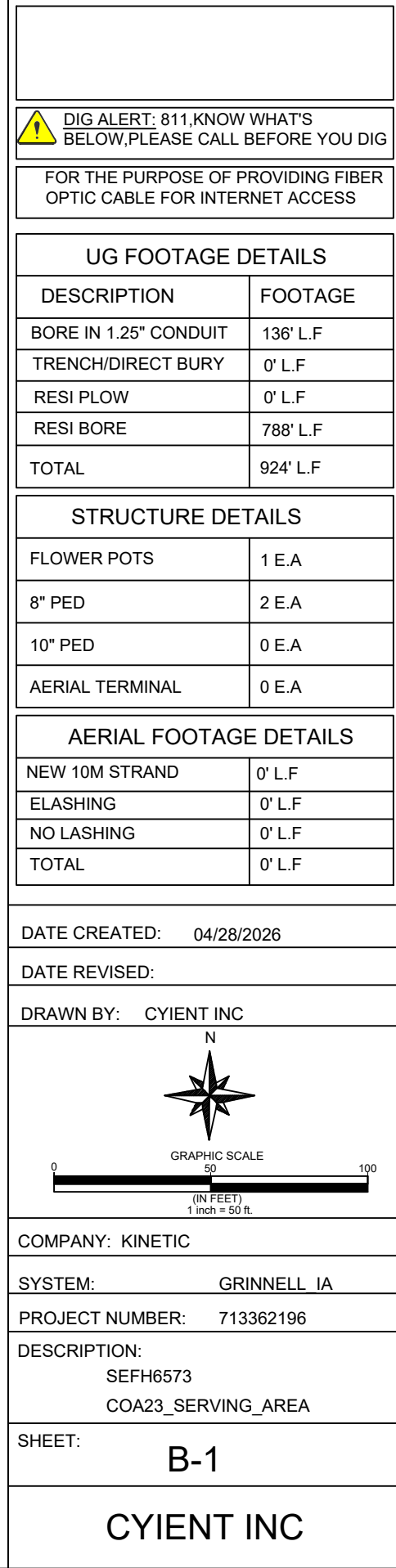
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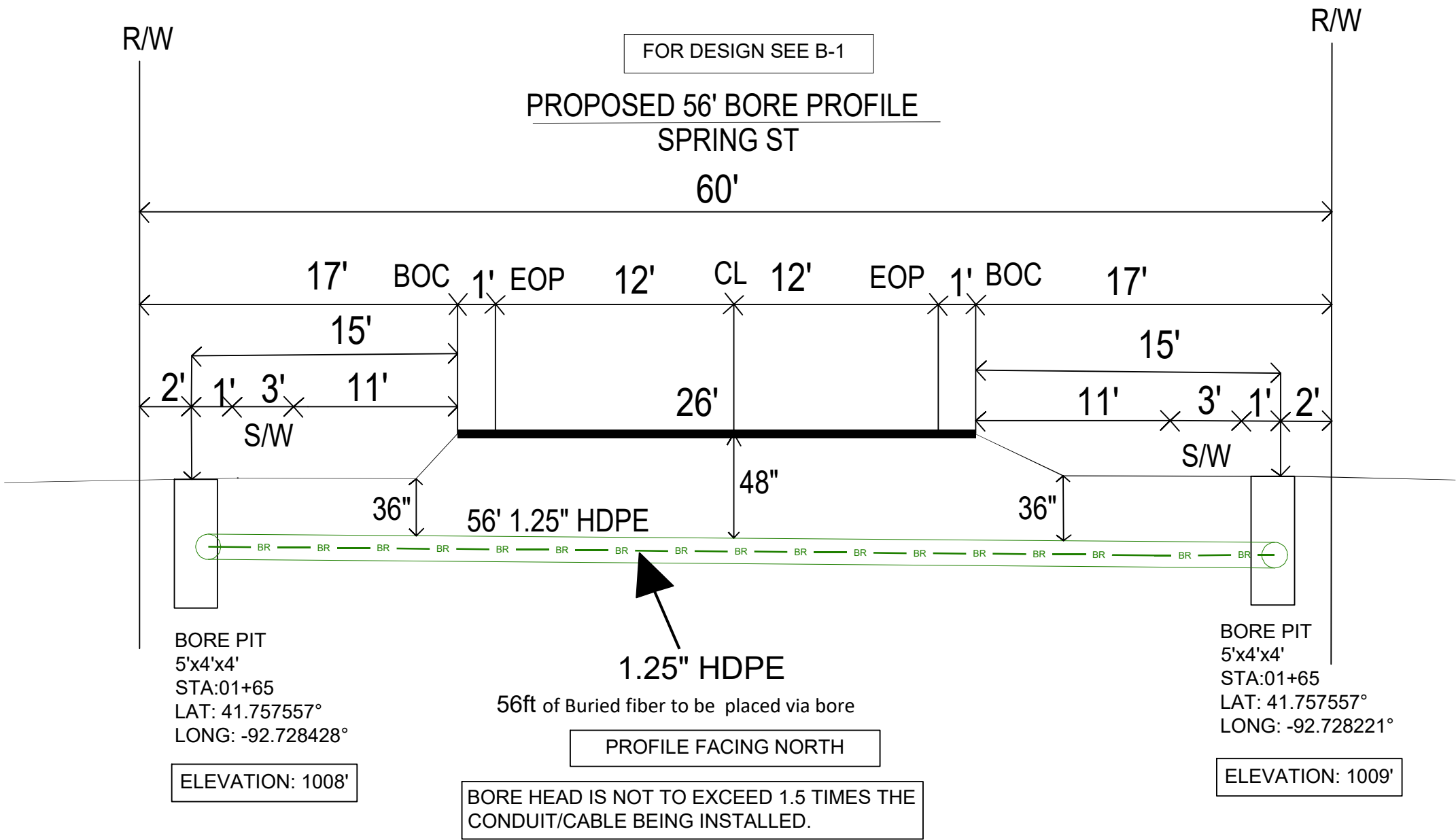
DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
A-1

CYIENT INC

B-3 (STA: 03+45)

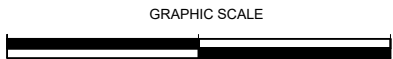




DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

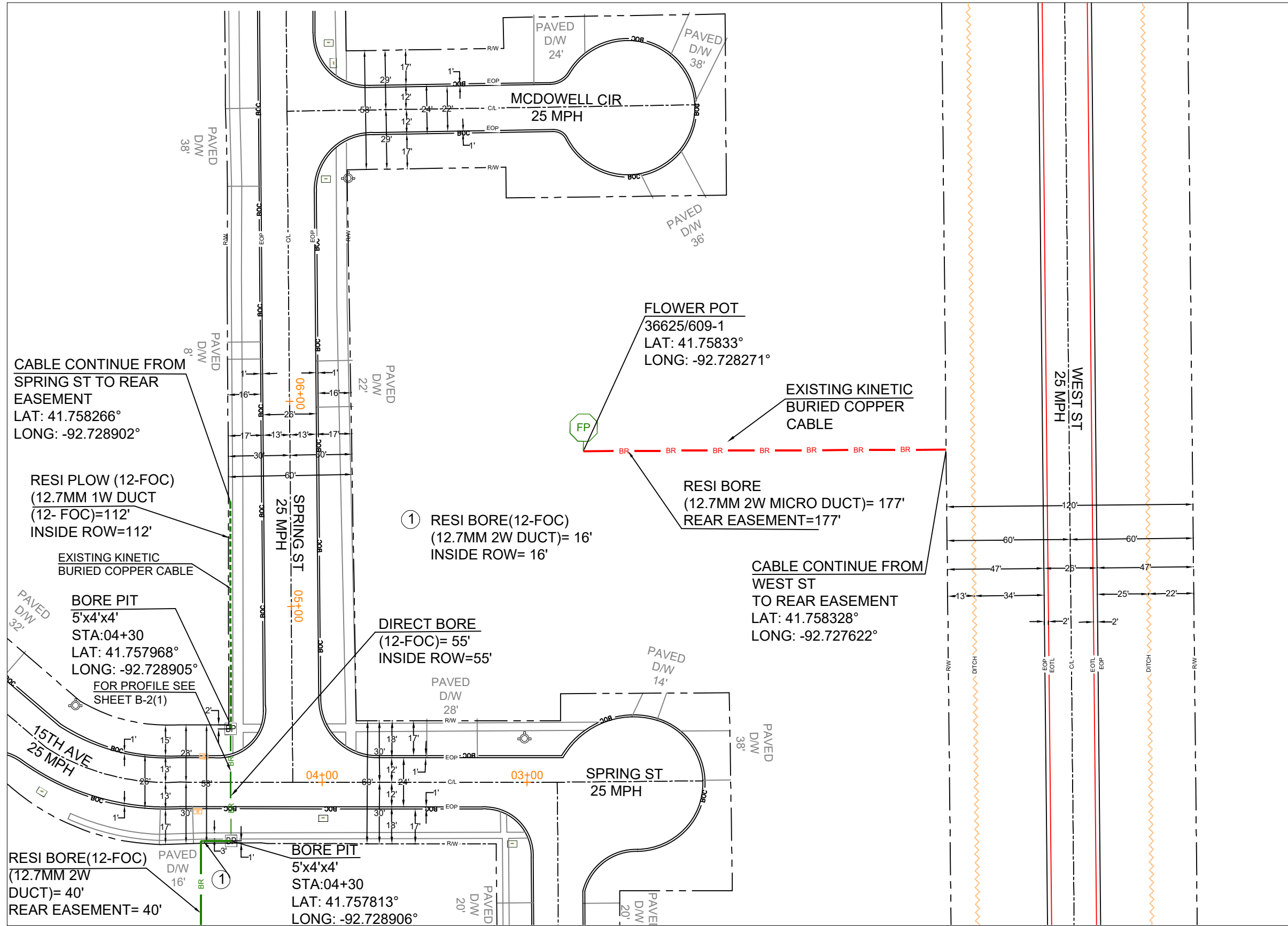
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: B-1(1)

CYIENT INC



DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	55' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	112' L.F
RESI BORE	233' L.F
TOTAL	400' L.F

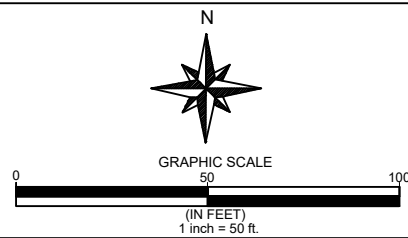
STRUCTURE DETAILS	
FLOWER POTS	0 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

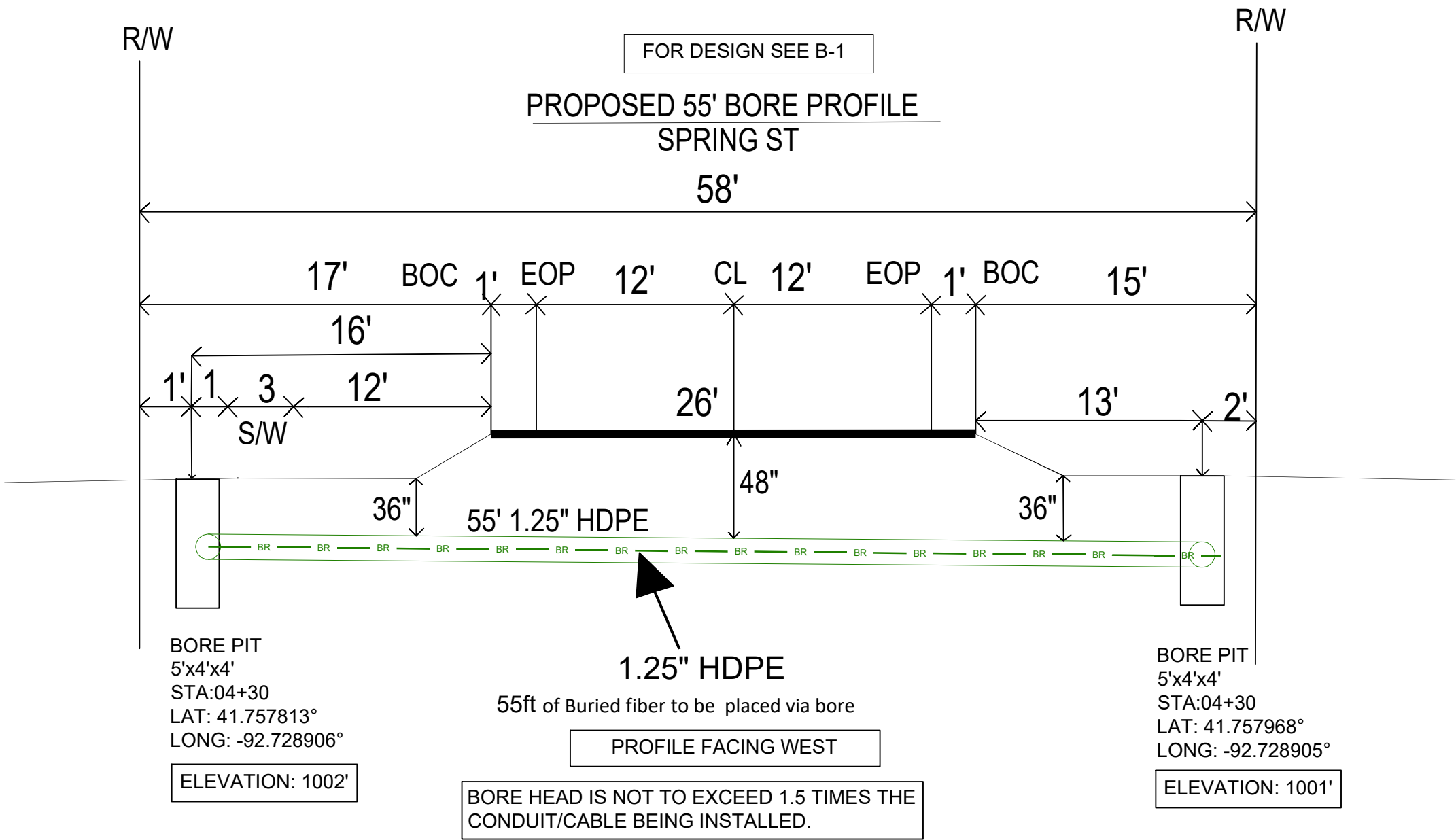
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
B-2

CYIENT INC

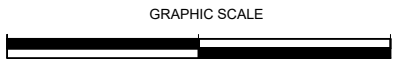
B-1 (STA: 01+99)



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

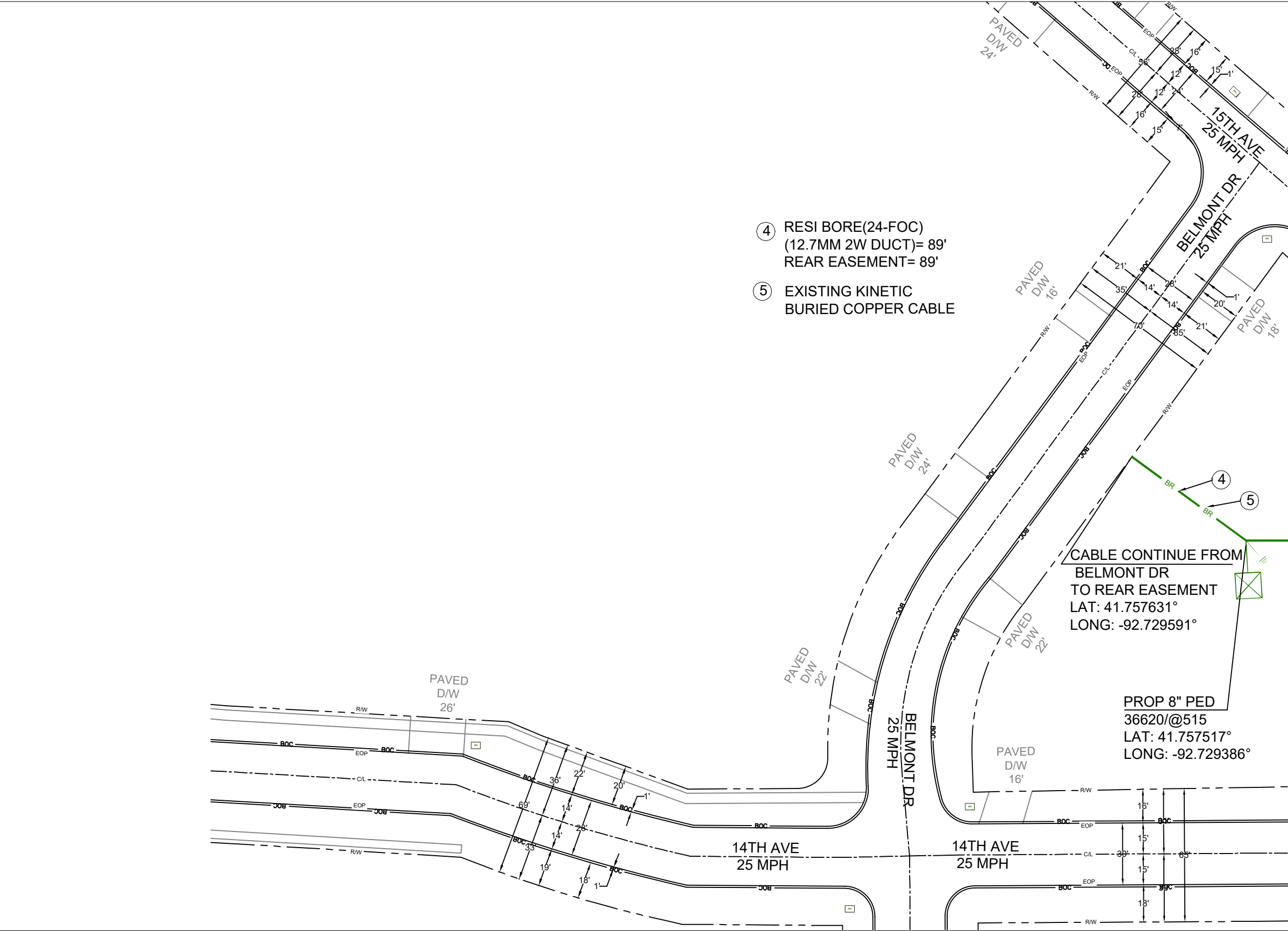
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: B-2(1)

CYIENT INC



B-2 (STA: 03+45)

 DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	89' L.F
TOTAL	89' L.F

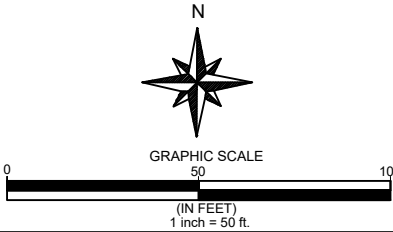
STRUCTURE DETAILS	
FLOWER POTS	0 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

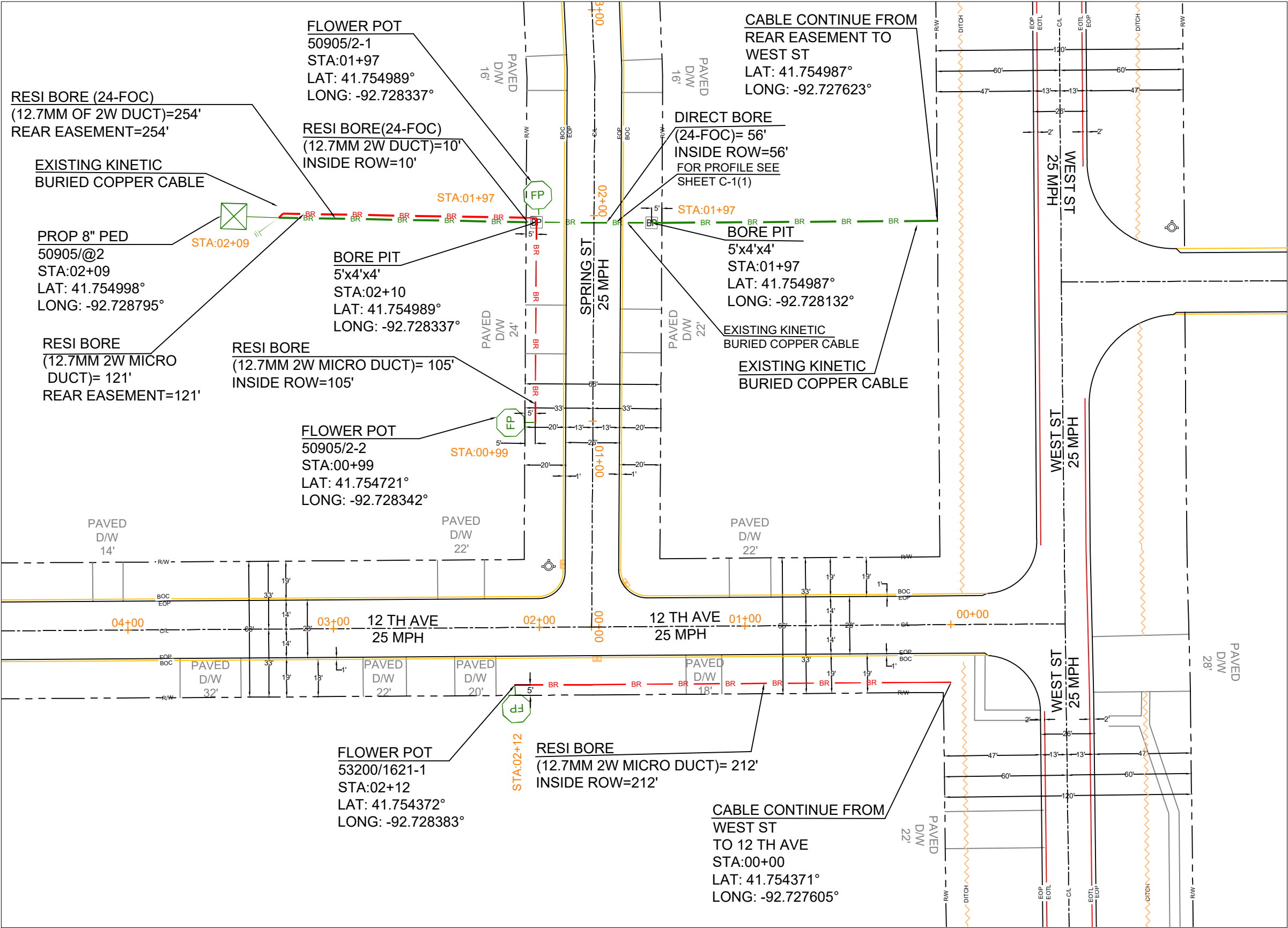
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
B-3

CYIENT INC

C-2 (STA: 02+89)



DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	56' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	702' L.F
TOTAL	758' L.F

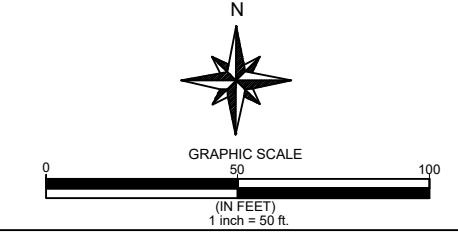
STRUCTURE DETAILS	
FLOWER POTS	3 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

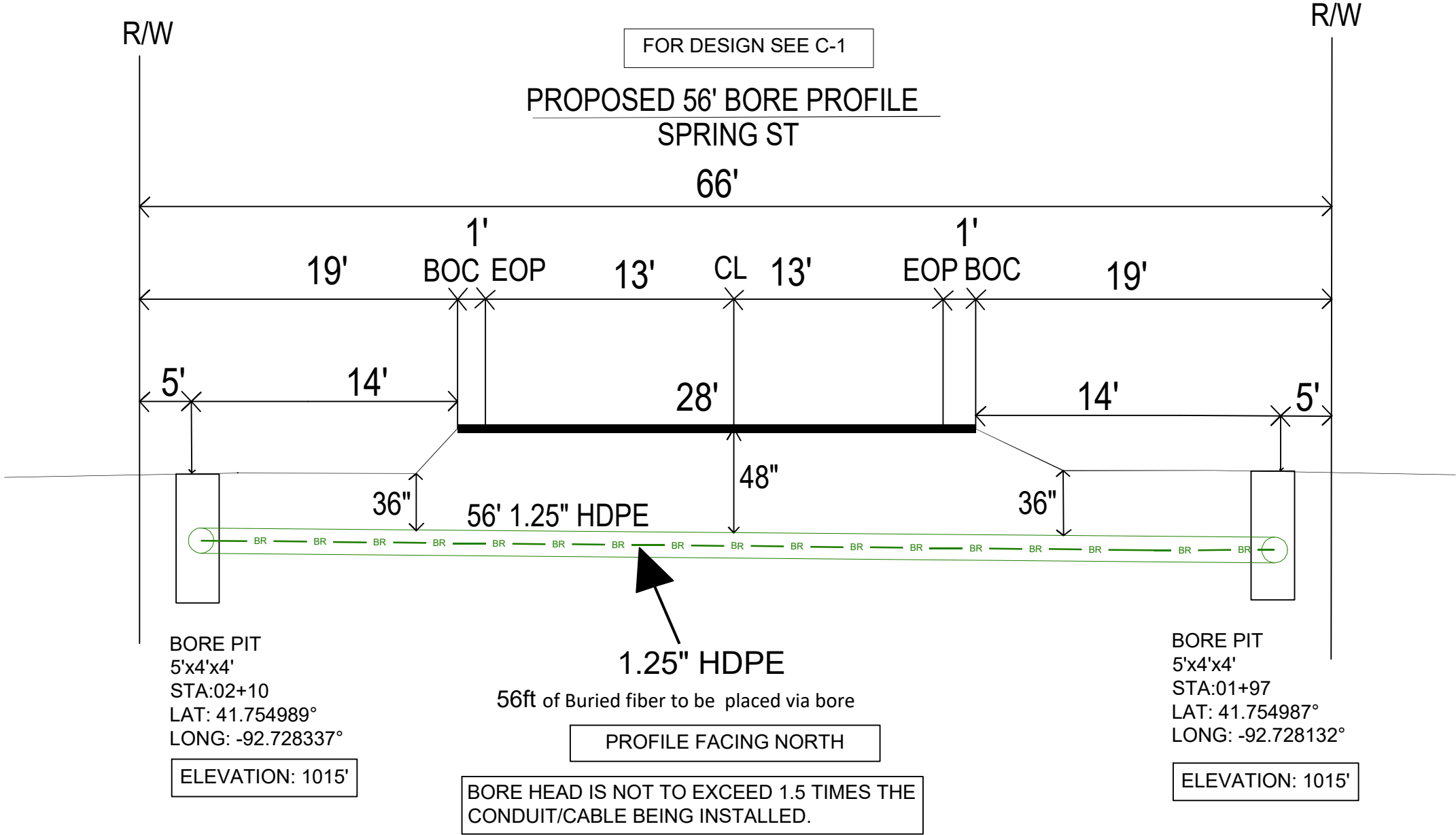
SYSTEM: GRINNELL IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: C-1

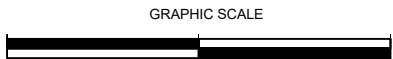
CYIENT INC



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

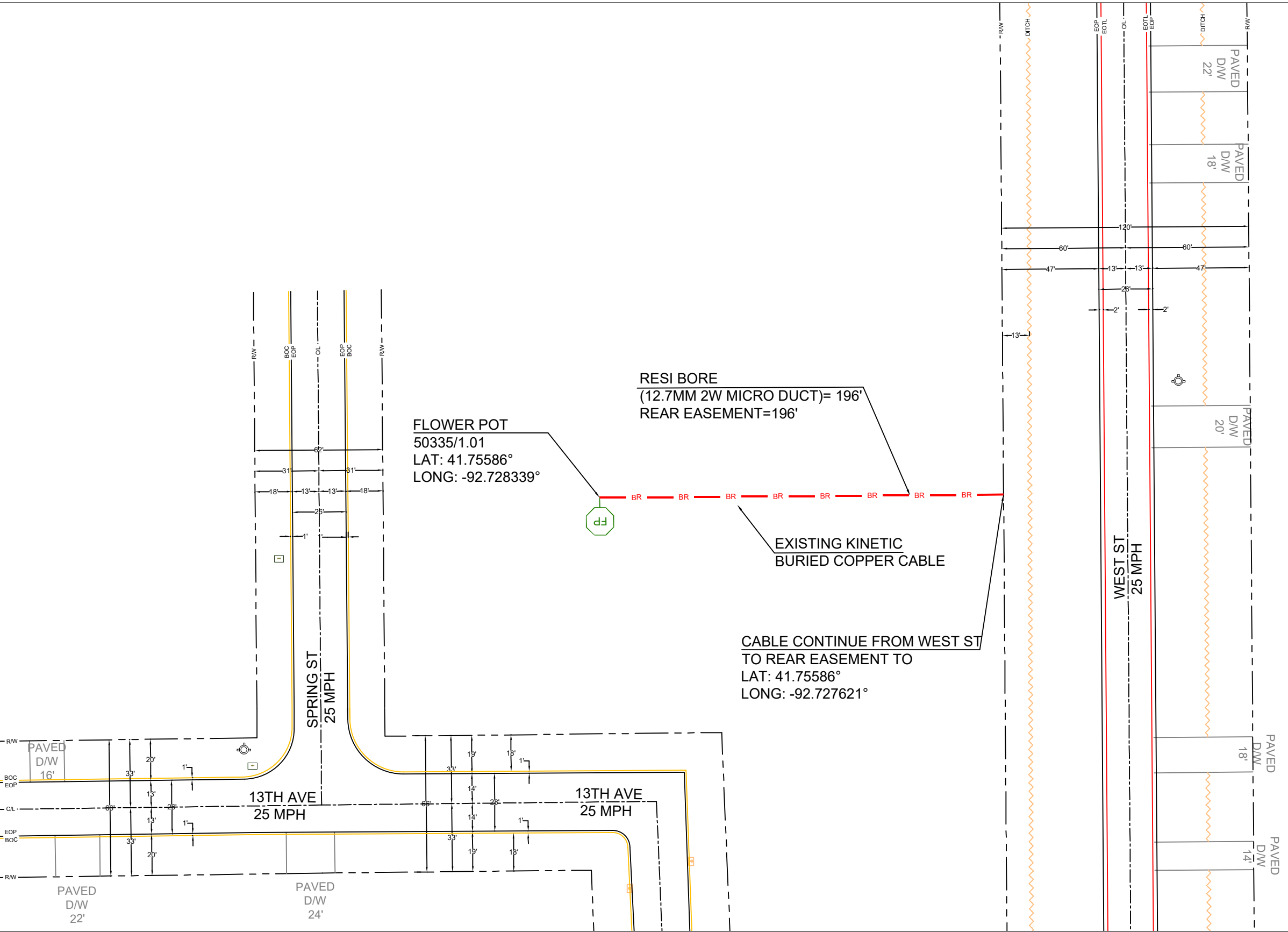
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: C-1(1)

CYIENT INC



C-1 (STA: 02+89)

 DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	196' L.F
TOTAL	196' L.F

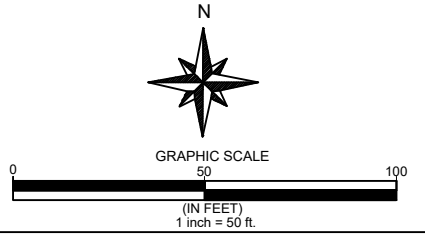
STRUCTURE DETAILS	
FLOWER POTS	1 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

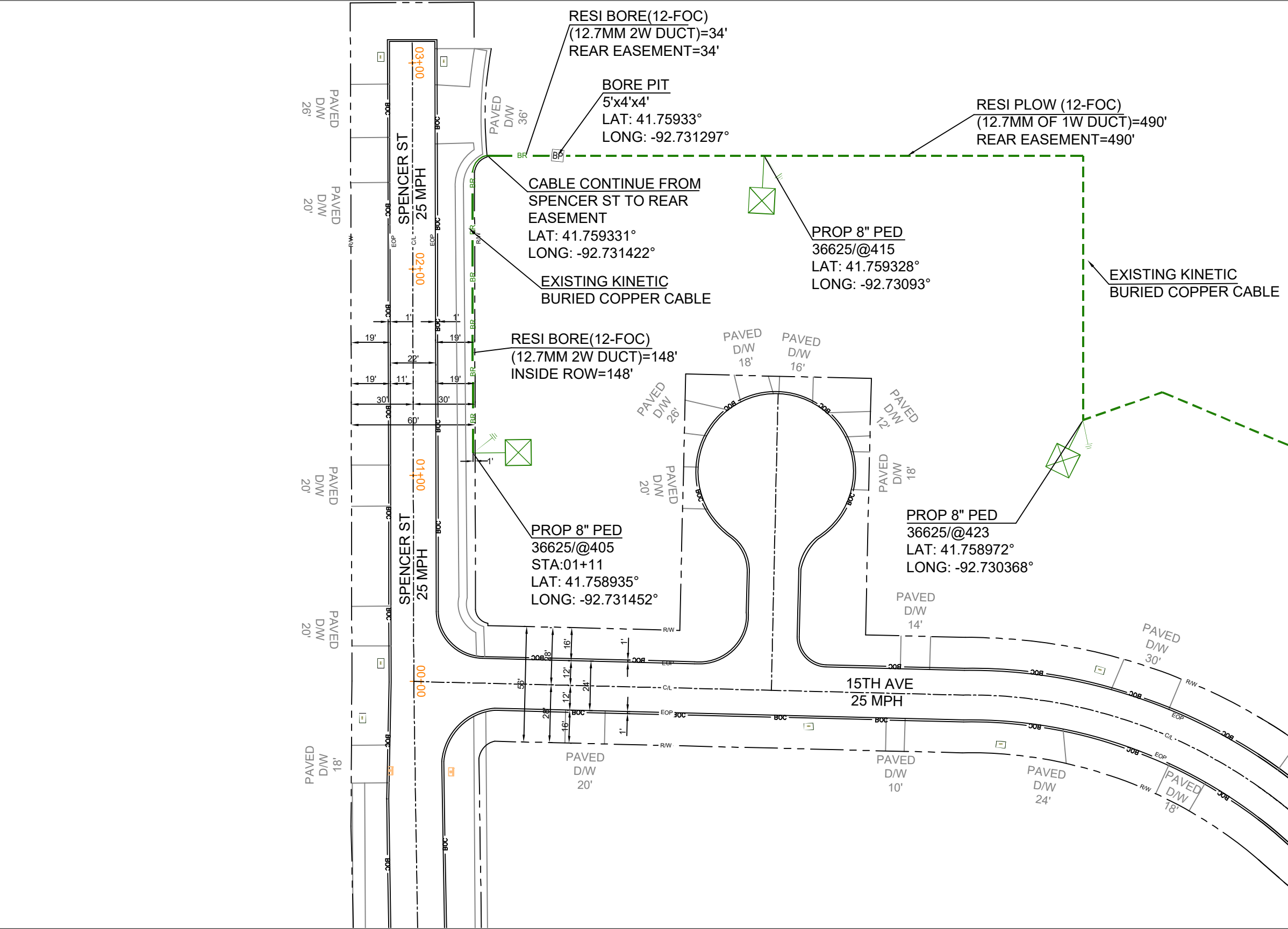
SYSTEM: GRINNELL IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
C-2

CYIENT INC



D-2 (STA: 00+15)

 DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	490' L.F
RESI BORE	182' L.F
TOTAL	672' L.F

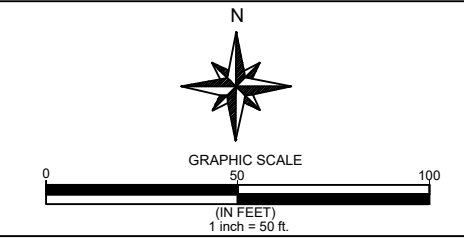
STRUCTURE DETAILS	
FLOWER POTS	0 E.A
8" PED	3 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

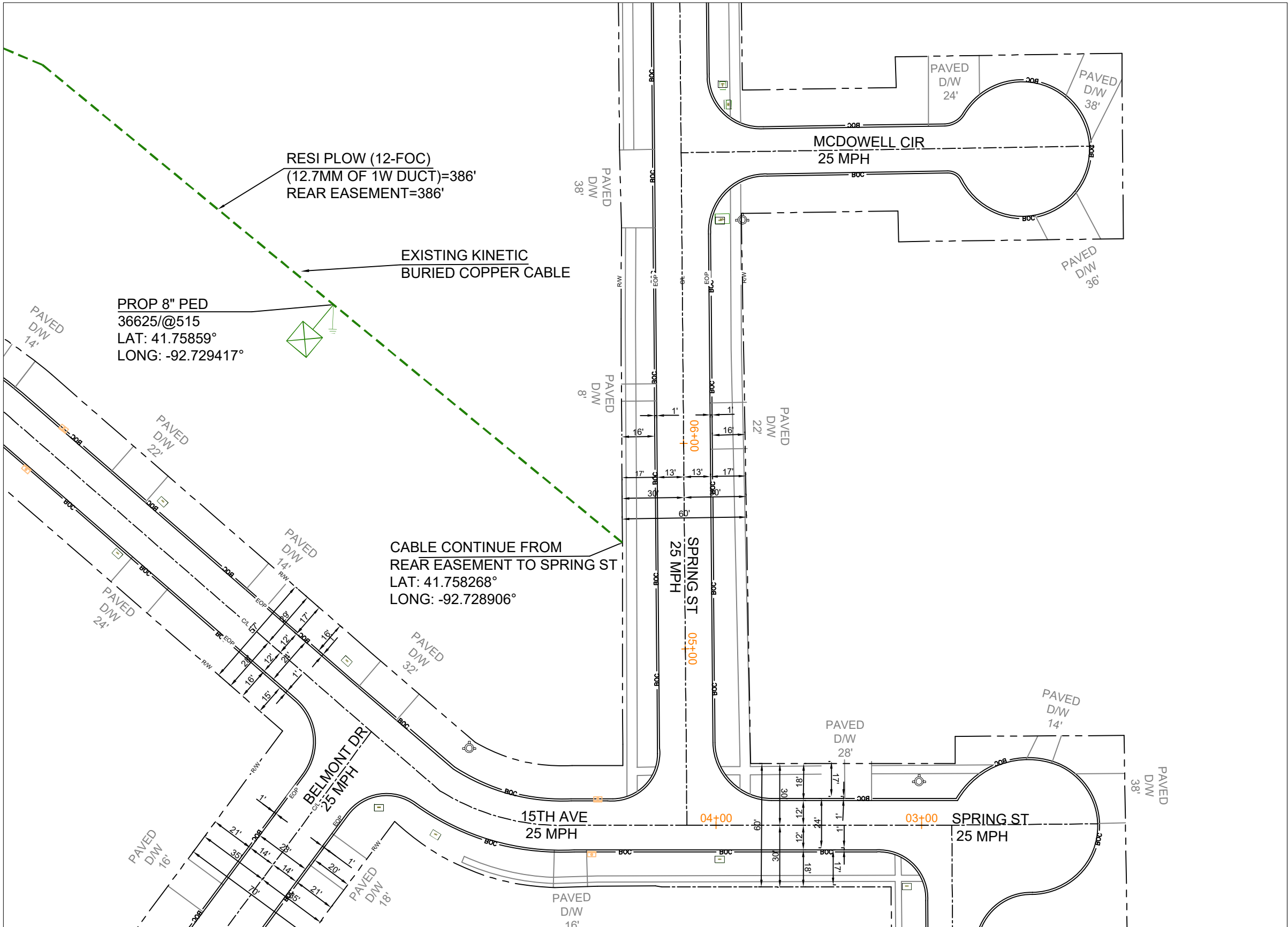
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
D-1

CYIENT INC

D-1 (STA: 00+15)



 DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	386' L.F
RESI BORE	0' L.F
TOTAL	386' L.F

STRUCTURE DETAILS

FLOWER POTS	0 E.A
8" PED	1 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

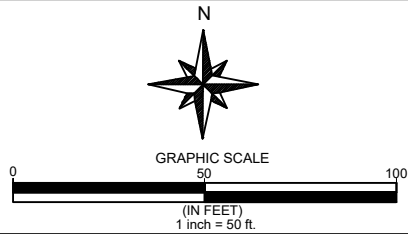
AERIAL FOOTAGE DETAILS

NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

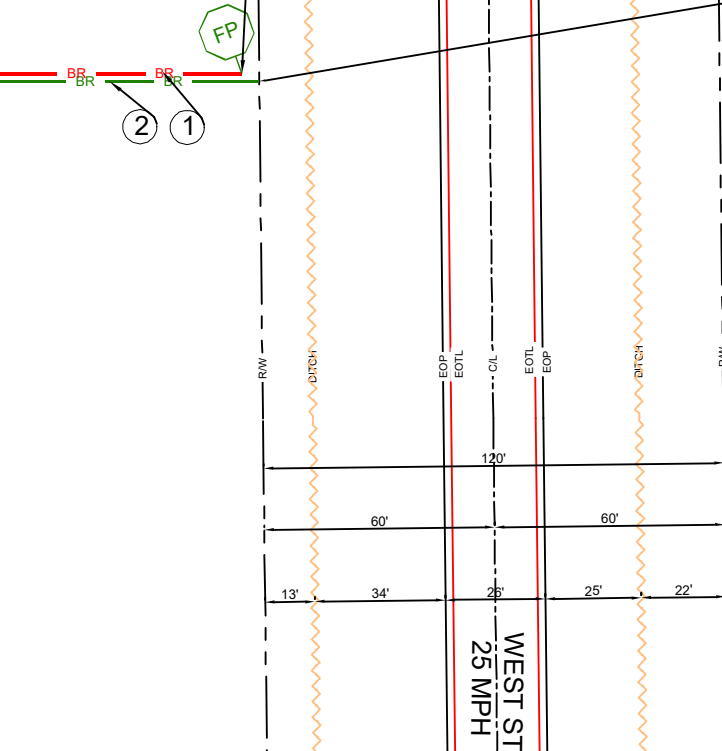
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
D-2

CYIENT INC

FLOWER POT
52015/605
LAT: 41.760129°
LONG: -92.727644°



CABLE CONTINUE FROM
REAR EASEMENT TO
WEST ST
LAT: 41.760123°
LONG: -92.727628°

CABLE CONTINUE FROM
REAR EASEMENT TO
WEST ST
LAT: 41.759232°
LONG: -92.727625°

- ① RESI BORE
(12.7MM 2W MICRO DUCT)= 63'
REAR EASEMENT=63'
- ② RESI BORE (24-FOC)
(12.7MM OF 2W DUCT)=68'
REAR EASEMENT=68'
- ③ RESI BORE
(12.7MM 2W MICRO DUCT)= 72'
REAR EASEMENT=72'

 DIG ALERT: 811.KNOW WHAT'S
BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER
OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	203' L.F
TOTAL	203' L.F

STRUCTURE DETAILS

FLOWER POTS	1 E.A
8" PED	0 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

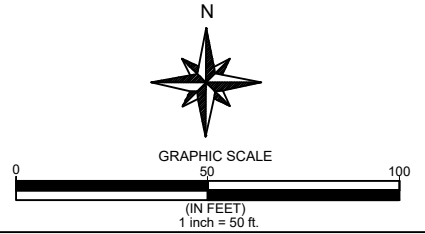
AERIAL FOOTAGE DETAILS

NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

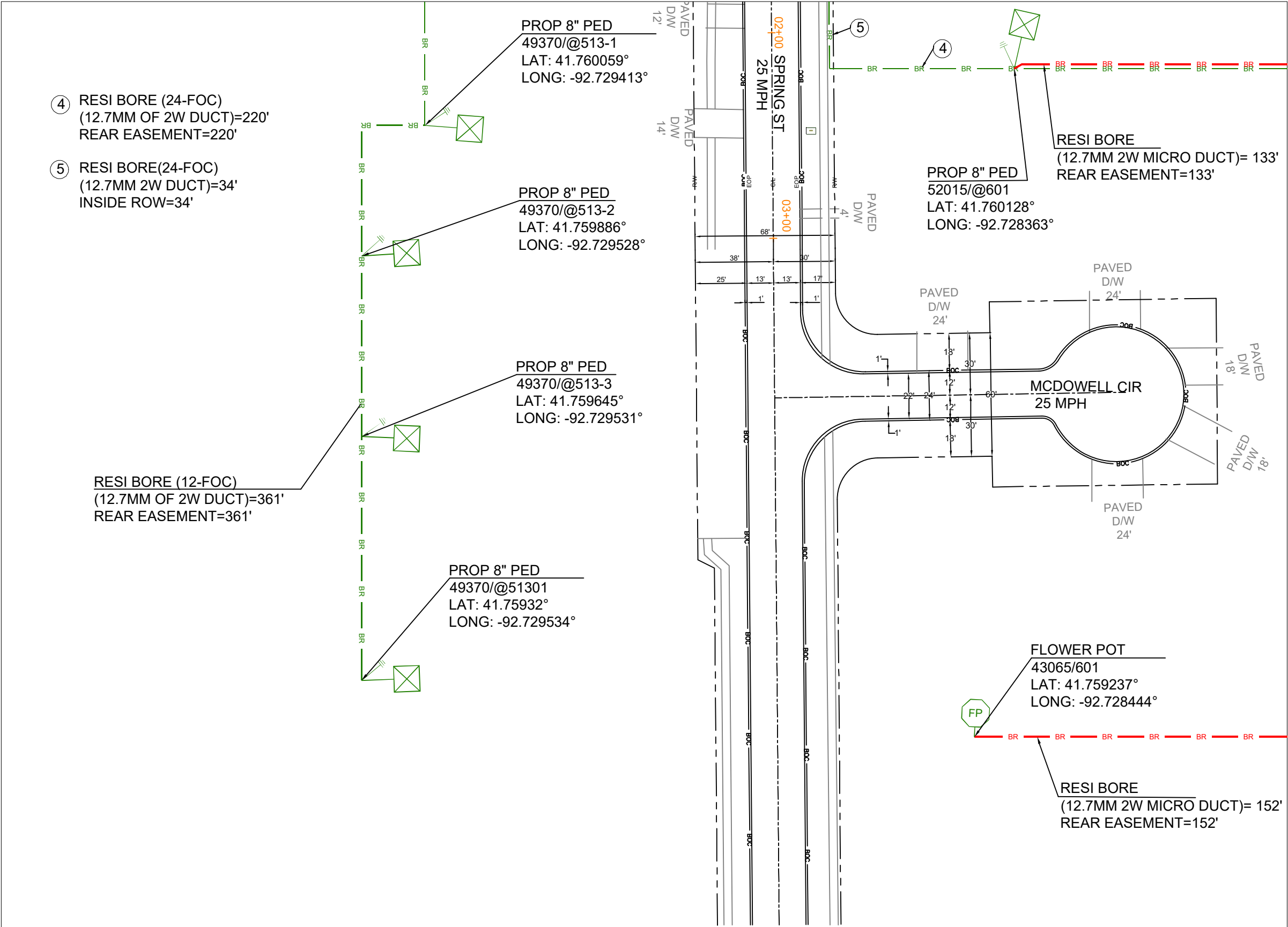
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
E-1

CYIENT INC

E-3 (STA: 07+55)



DIG ALERT: 811,KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS

DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	0' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	900' L.F
TOTAL	900' L.F

STRUCTURE DETAILS

FLOWER POTS	1 E.A
8" PED	5 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

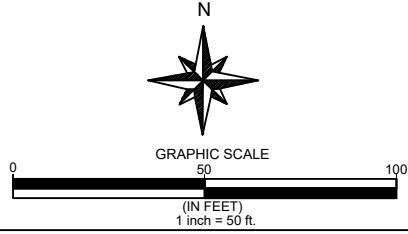
AERIAL FOOTAGE DETAILS

NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

SYSTEM: GRINNELL IA

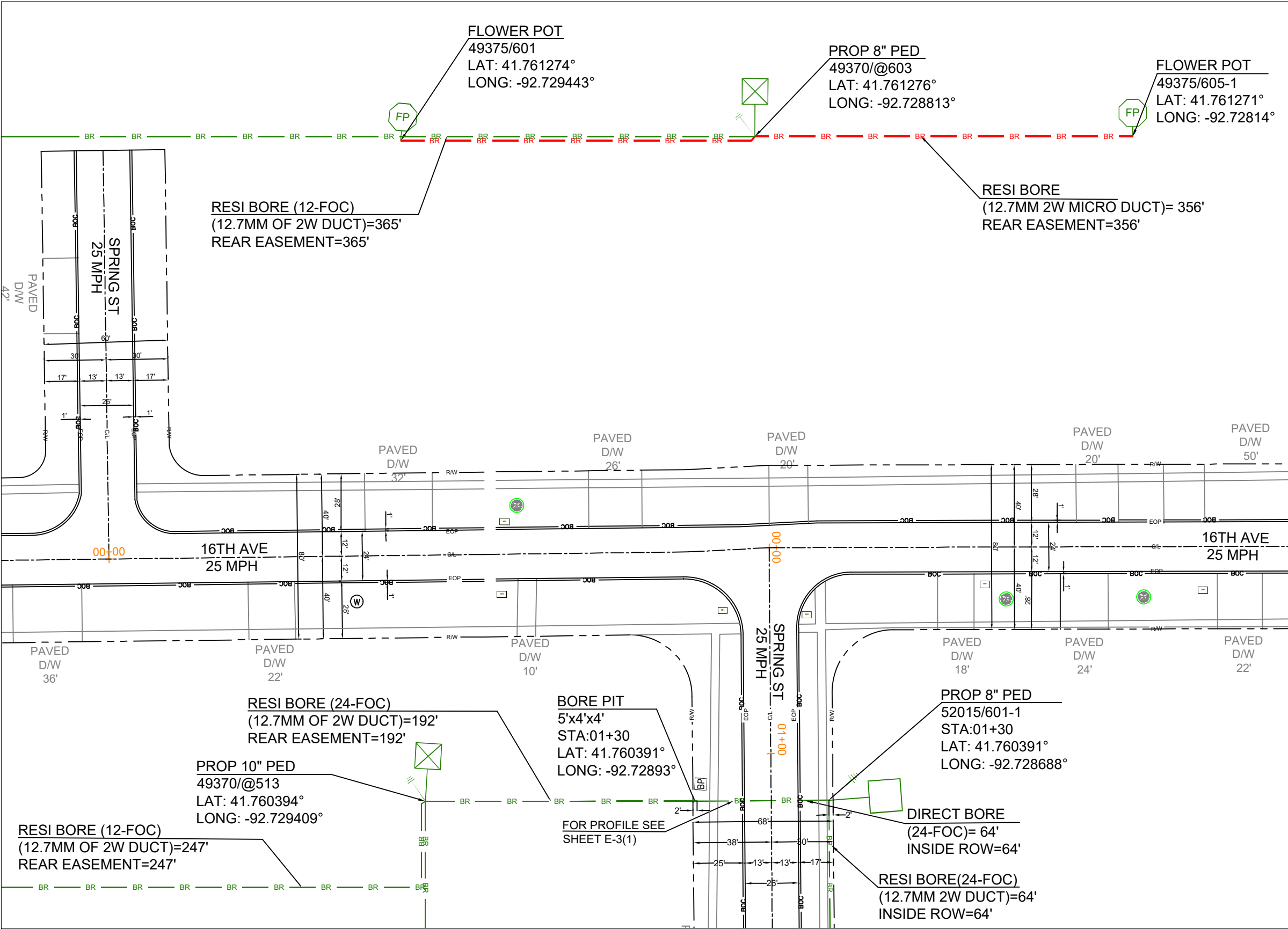
PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
E-2

CYIENT INC

E-4 (STA: 03+91)



E-2 (STA: 07+55)

DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	64' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	1224' L.F
TOTAL	1288' L.F

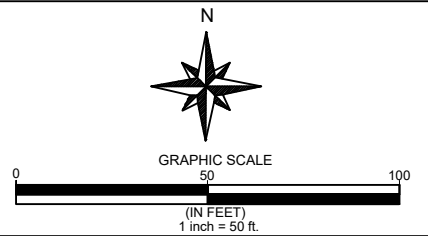
STRUCTURE DETAILS	
FLOWER POTS	2 E.A
8" PED	3 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

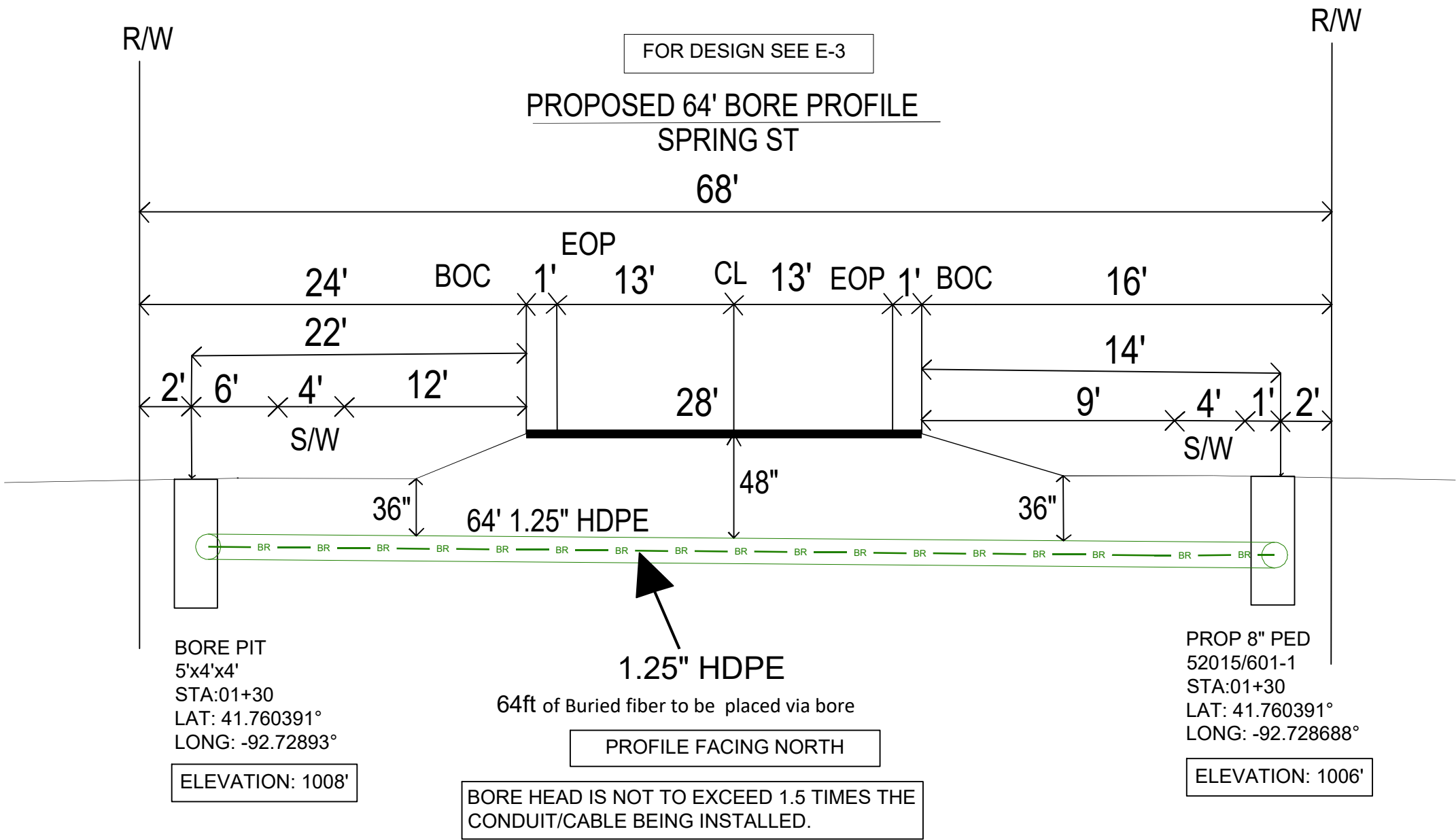
SYSTEM: GRINNELL IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET:
E-3

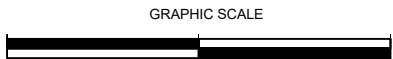
CYIENT INC



DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

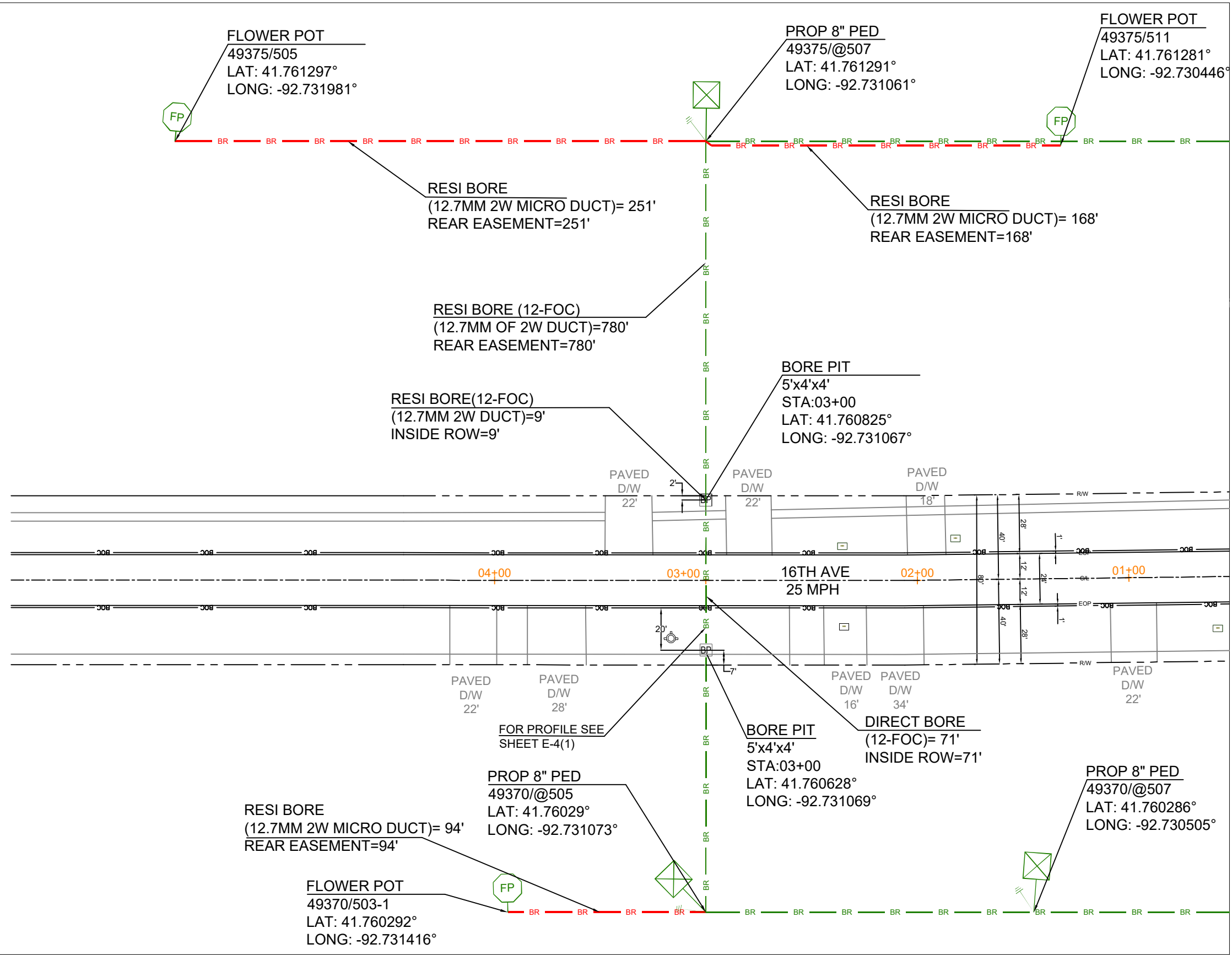
SYSTEM: GRINNELL_IA

PROJECT NUMBER: 713362196

DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: E-3(1)

CYIENT INC



E-3 (STA: 03+91)

DIG ALERT: 811.KNOW WHAT'S BELOW,PLEASE CALL BEFORE YOU DIG

FOR THE PURPOSE OF PROVIDING FIBER OPTIC CABLE FOR INTERNET ACCESS

UG FOOTAGE DETAILS	
DESCRIPTION	FOOTAGE
BORE IN 1.25" CONDUIT	71' L.F
TRENCH/DIRECT BURY	0' L.F
RESI PLOW	0' L.F
RESI BORE	1302 L.F
TOTAL	1373' L.F

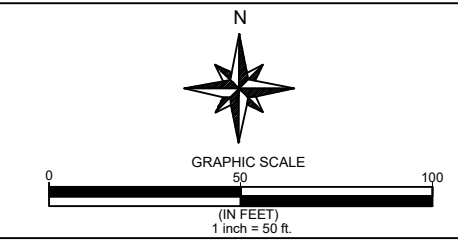
STRUCTURE DETAILS	
FLOWER POTS	3 E.A
8" PED	3 E.A
10" PED	0 E.A
AERIAL TERMINAL	0 E.A

AERIAL FOOTAGE DETAILS	
NEW 10M STRAND	0' L.F
ELASHING	0' L.F
NO LASHING	0' L.F
TOTAL	0' L.F

DATE CREATED: 04/28/2026

DATE REVISED:

DRAWN BY: CYIENT INC



COMPANY: KINETIC

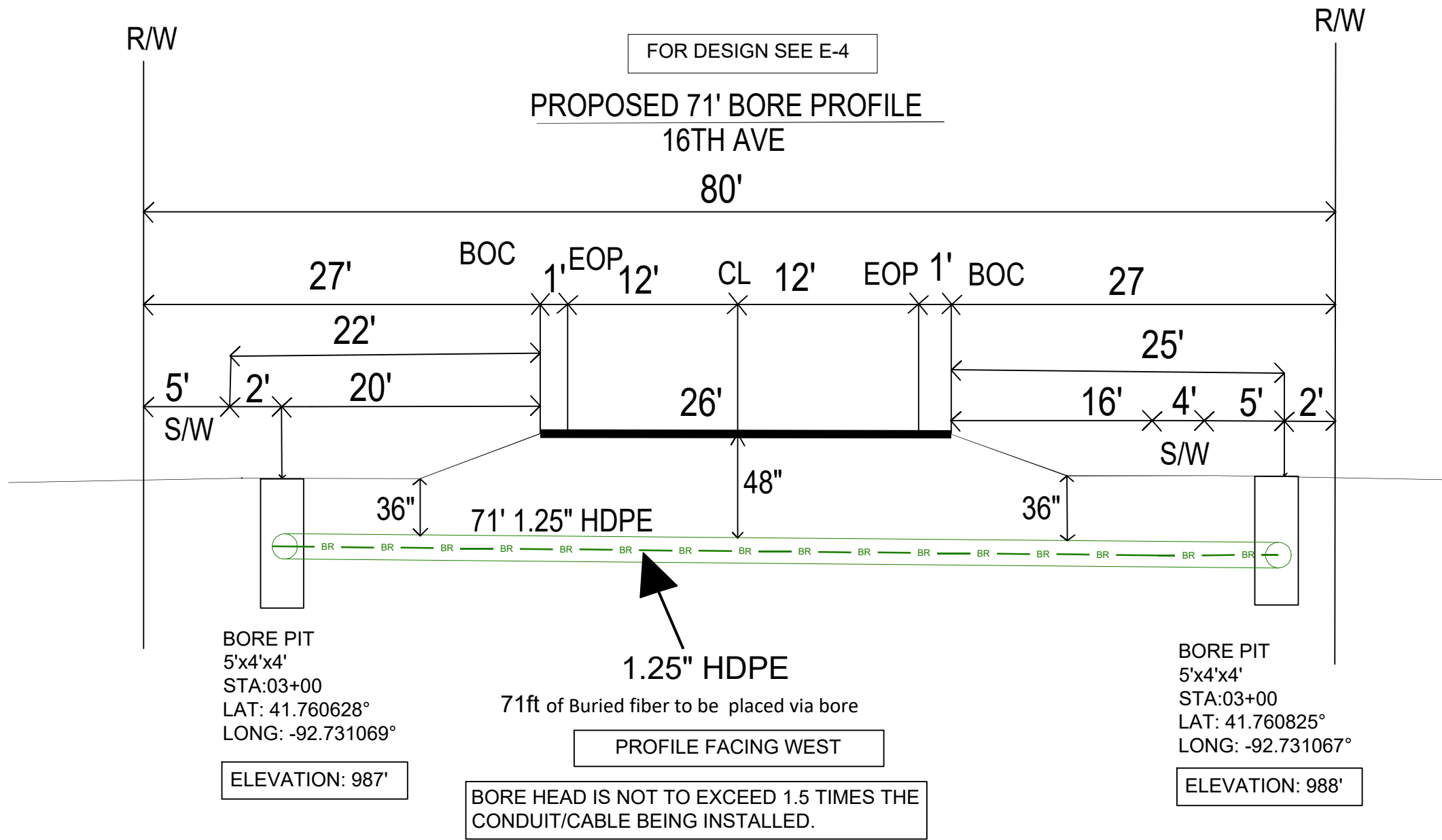
SYSTEM: GRINNELL IA

PROJECT NUMBER: 713362196

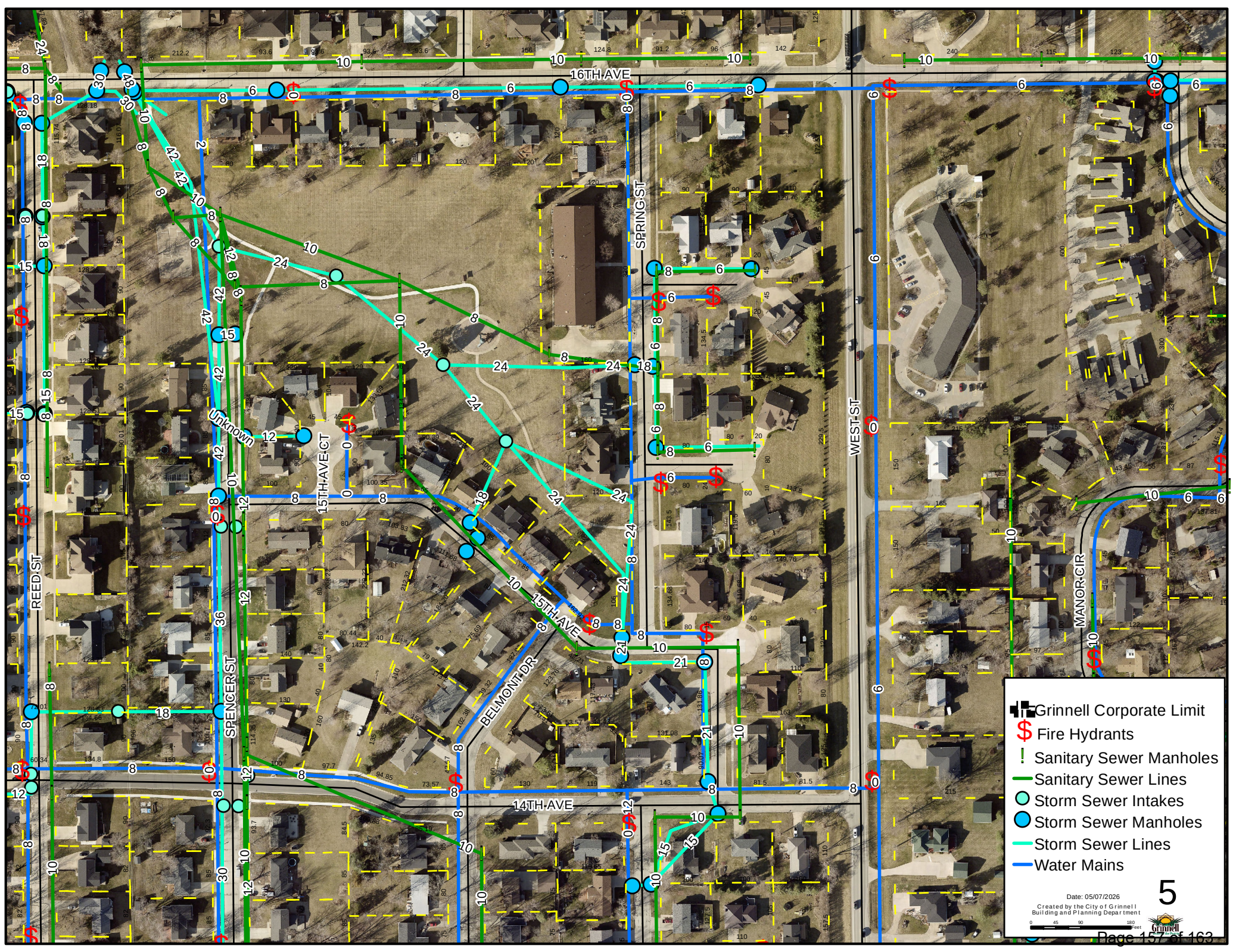
DESCRIPTION:
SEFH6573
COA23_SERVING_AREA

SHEET: E-4

CYIENT INC



DATE CREATED:	04/28/2026
DATE REVISED:	
DRAWN BY:	CYIENT INC
GRAPHIC SCALE	
COMPANY:	KINETIC
SYSTEM:	GRINNELL_IA
PROJECT NUMBER:	713362196
DESCRIPTION:	SEFH6573 COA23_SERVING_AREA
SHEET:	E-4(1)
CYIENT INC	



 Grinnell Corporate Limit

 Fire Hydrants

 Sanitary Sewer Manholes

 Sanitary Sewer Lines

 Storm Sewer Intakes

 Storm Sewer Manholes

 Storm Sewer Lines

 Water Mains

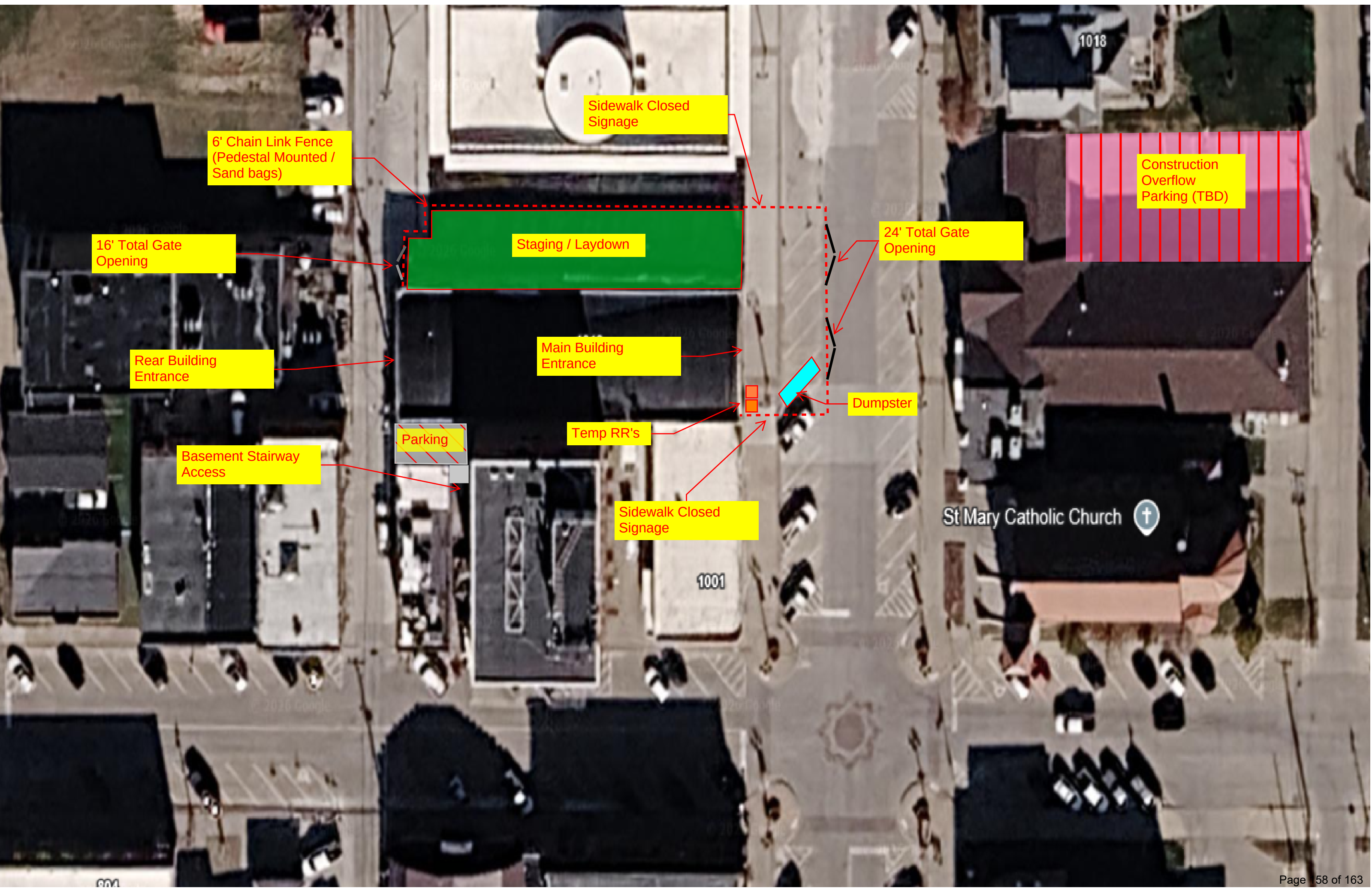
Date: 05/07/2026
Created by the City of Grinnell
Building and Planning Department





5

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Sidewalk Closed Signage

6' Chain Link Fence
(Pedestal Mounted /
Sand bags)

16' Total Gate
Opening

Staging / Laydown

Construction
Overflow
Parking (TBD)

24' Total Gate
Opening

Rear Building
Entrance

Main Building
Entrance

Dumpster

Basement Stairway
Access

Parking

Temp RR's

Sidewalk Closed
Signage

St Mary Catholic Church

1001



ORDINANCE NO. 1574

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS PERTAINING TO PERSONS WITH DISABILITIES PARKING.

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

SECTION 1. SECTION MODIFIED. Section 69.07 of the Code of Ordinances of the City of Grinnell, Iowa is repealed and the following adopted in lieu thereof:

69.07 PERSONS WITH DISABILITIES PARKING.

The following regulations shall apply to the establishment and use of persons with disabilities parking spaces:

1. Establishment. Persons with disabilities parking spaces shall be established and designated in accordance with Chapter 321L of the Code of Iowa and Iowa Administrative Code, 661-18. No unauthorized person shall establish any on-street persons with disabilities parking space without first obtaining Council approval.
2. Improper Use. The following uses of a persons with disabilities parking space, located on either public or private property, constitute improper use of a persons with disabilities parking permit, which is a violation of this Code of Ordinances:
 - A. Use by an operator of a vehicle not displaying a persons with disabilities parking permit;
 - B. Use by an operator of a vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Section 321L.2[1b] of the Code of Iowa;
 - C. Use by a vehicle in violation of the rules adopted under Section 321L.8 of the Code of Iowa.
3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:
 - A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A(1) of the Code of Iowa when utilizing a wheelchair parking cone.
 - B. A person shall not interfere with a wheelchair parking cone which is properly placed under the provisions of Section 321L.2A(1) of the Code of Iowa.
4. Parking Spaces. The following are hereby designated as persons with disabilities parking spaces:
 - A. Main Street.

- (1) The first space north of Fourth Avenue on the west side of Main Street.
- (2) The first space north of Fifth Avenue on the east side of Main Street.
- (3) The first space south of Sixth Avenue on the east side.
- (4) The first space on the east side on the north side of the mid- block crossing between Fourth Avenue and Fifth Avenue.

B. Broad Street.

- (1) The first space south of Commercial Street on the west side Broad Street.
- (2) The first space north of Commercial Street on the west side Broad Street.
- (3) The first space south of Fourth Avenue on the west side Broad Street.
- (4) The first space south of Fourth Avenue on the east side Broad Street.
- (5) The first space south of Fifth Avenue on the east side Broad Street.
- (6) Along the west curblineline of Broad Street, beginning one hundred eight (108) feet south of the south right-of-way line of Commercial Street, thence extending thirty-four (34) feet south, encompassing two parking spaces
- (7) At the intersection of Fourth Avenue and Broad Street, on the east side, the seventh and eighth places north of Fourth Avenue.
- (8) At the intersection of Fourth Avenue and Broad Street, on the west side, the first stall north of the mid-block crossing north of Fourth Avenue.

C. Park Street.

- (1) On the west side of Park Street, 117 feet south of the southern intersecting point of 7th Avenue.
- (2) On the west side of Park Street, 43 feet north of the northern intersecting point of 7th Avenue.
- (3) On the west side of Park Street, 45 feet south of the southern intersecting point of 8th Avenue, thence extending 58 feet south.

D. Commercial Street. The fifth space east of Main Street on the south side of Commercial Street.

E. Fourth Avenue.

- (1) On the south side of Fourth Avenue, between Main Street and Broad Street, the first space west of the alley.
- (2) On the north side of Fourth Avenue, between Main Street and Broad Street, the first space east of the alley.

F. Fifth Avenue.

- (1) The first space west of Main Street on the south side of Fifth Avenue.
- (2) On the south side of Fifth Avenue, between Main Street and Broad Street, the first space west of the alley.
- (3) The first space west of Park Street on the south side of Fifth Avenue.
- (4) At the intersection of Main Street and Fifth Avenue, on the south side, the first space east of Main Street.

- (5) At the intersection of Broad Street and Fifth Avenue, on the north side, the first space east of Broad Street.
- (6) At the intersection of Broad Street and Fifth Avenue on the south side, the first space west of Broad Street.

G. City Parking Lots.

- (1) In the parking lot located on the south side of Fourth Avenue between West Street and Main Street, on the east side of the lot, the first space south of Fourth Avenue.
- (2) In the parking lot located on the west side of City Hall, on the east side of the lot, the first space south of the main sidewalk off Fourth Avenue.

H. Other Areas. Fourth and fifth parking spaces located from the east side of property located at 122 Fourth Avenue.

- I. On the north side of Eighth Avenue, 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.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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

Passed and approved by the Council on the ____ day of _____ 2026.

Sam Cox, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

First Reading:

Second Reading:

Third Reading:

I certify that the foregoing was published as Ordinance No. 1574 on the ____ day of ____ 2026.

Alyssa Devig, City Clerk