GRINNELL CITY COUNCIL REGULAR SESSION MEETING
FRIDAY, DECEMBER 19, 2025, AT 1:15 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
HTTPS://ZOOM.US/J/93447925863?PWD=QTCAUF04ODTHKRDQQ91UUTWOSHW15Z.1

MEETING ID: 934 4792 5863
PASSCODE: 408468

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. **Committee Business:**

   A. Consider approval of a liquor license for Hotel Grinnell, 927 4th Avenue.

   B. Consider approval of the Campbell Fund Agreement with Greater Poweshiek Community Foundation.

4. **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.

5. **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.

**Please note that this agenda may be changed up to 24 hours before the meeting time, as provided by Section 21.4(2) Code of Iowa.*

Applicant

Help

Name of Legal Entity : GRINNELL CENTER LLC

Business Name (DBA) : HOTEL GRINNELL

Business Type : Limited Liability Company

Insurance Company : PARTNERS MUTUAL INSURANCE COMPANY

Premises Address

Street : 927 4TH AVE

Suite/Apt :

City : GRINNELL

County : POWESHIEK

State : IOWA

ZIP : 50112-2043

Mailing Address

Street : 927 4TH AVE

Suite/Apt :

City : GRINNELL

County : POWESHIEK

State : IOWA

ZIP : 50112-2043

Application Information

Application ID : 0-009-485-412

Application Type : Class "C" Retail Alcohol License (LC) Application

Current Stage : Internal Review

Premises Type : Hotel/Motel

Term : 12 months

Effective Date : 01-Jan-2026

Expiration Date : 31-Dec-2026

Contact Information

Name : NICKY ROSS

Phone Number : (641) 387-4300

Email : nicky@hotelgrinnell.com

ⓘ Application history that predates November of 2022 is not accessible online. Please make a Public Records Request for this information.

Application History

Application ID	Application Type	Stage	Date
0-009-485-412	Class "C" Retail Alcohol L	Dramshop Revie	21-Nov-2025
0-009-485-412	Class "C" Retail Alcohol L	Internal Review	17-Dec-2025
0-009-485-412	Class "C" Retail Alcohol L	Local Authority I	05-Dec-2025
0-009-485-412	Class "C" Retail Alcohol L	New	21-Nov-2025

Ownership

Name : HARRINGTON, ANGELA

% of Ownership : 100.0000

Position :

Greater Poweshiek Community Foundation
We Grow Community Through Giving

JOHN M. AND SARAH J. CAMPBELL FUND AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of ___________, 20___, by and between the Greater Poweshiek Community Foundation (the "Foundation") and the City of Grinnell (the "City") and is subject to the following terms and conditions.

RECITALS:

WHEREAS, by his last will and testament, dated January 20, 1931, John M. Campbell established the John M. and Sarah J. Campbell Trust (the "Trust"); and

WHEREAS, upon the death of John M. Campbell's children, the net income from the Trust was designated to "be used for the relief of the worthy poor of the City of Grinnell" and to be paid "to such persons at such times and in such amounts as shall be determined by the Mayor and City Council of the City of Grinnell;" and

WHEREAS, the Trust further directed that the Mayor and City Council give preference "to those who may be in need of hospital care or medical attendance;" and

WHEREAS, the Trust plans to petition the Court to permit the assets of the Trust to be transferred to the Foundation, and to dissolve the Trust; and

WHEREAS, this Agreement will dictate the terms and conditions by which the assets of the Trust will be administered by the Foundation, which shall be consistent with the intent of the Trust.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

GENERAL PROVISIONS

1. NAME OF THE FUND: The net proceeds from the John M. and Sarah J. Campbell Trust shall be held and managed by the Foundation in a fund to be known as the John M. and Sarah J. Campbell Fund (hereafter "Fund") and will appear as such in publicity and programs. The Fund shall not accept additional donations or contributions and the Foundation shall keep a separate accounting of the Fund.

2. PURPOSE: The purpose and operation of the Fund shall remain consistent with the Trust, attached hereto as Exhibit B. The Fund shall be used for the relief of the worthy poor of the City of Grinnell and payments from the net income shall be made to such persons at such times and in such amounts as shall be determined by the City Council of Grinnell, except to the extent determined by the Foundation to be prohibited by the Foundation's existing Articles of Incorporation, existing Bylaws, or laws applicable to the Foundation. The City Council shall select the beneficiaries and give preference to those in need of hospital care or medical attendance.

3. PUBLICITY: The name of the Fund may be listed in the Foundation's annual report, newsletters, news releases, website or other marketing information. The Foundation shall not publicize or disclose the names of the beneficiaries of the Fund. Any requests for information related to the beneficiaries of the Fund shall be directed to the City.

4. REPORTING: The City will have online access to statements of the Fund's fiscal activity, income and distributions.

5. STANDARD OF CARE: Services provided by the Foundation under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. FEES: An Administrative & Investment Fee and Land Management Fee will be charged as shown in Exhibit A. The fee schedule may be increased or decreased upon mutual written agreement of the City and Foundation. Fees and expenses (as provided in Exhibit A) will be paid from the corpus of the Fund.

7. GRANT RECOMMENDATION & DISTRIBUTION: Annual disbursements from the Fund shall be made in accordance with any applicable federal and state tax laws and regulations. The Foundation shall keep the City apprised regarding any minimum or maximum distributions as required by law. Distributions are restricted to charitable causes as described in Section 2 (Purpose). The Foundation shall distribute the Fund as directed by the City Council, and in accordance with law.

8. INVESTMENT AUTHORITY: Investment of the Fund will be in accordance with the Foundation's Investment Policy as determined by its Board of Directors with guidance from the Investment Committee. The City shall be provided with a copy of any revisions to the Investment Policy.

9. ASSIGNMENT: The Foundation may not assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the City; provided, however, the City agrees that the Claude W. and Dolly Ahrens Foundation ("CDAF") may provide services as contractors to the Foundation without further approval of the City.

10. FUND NOT A SEPARATE TRUST: The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the federal income tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected under this arrangement. This Agreement will be interpreted in a manner consistent with the federal income tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the parties to conform to such provisions and regulations.

11. FOUNDATION'S TAX-EXEMPT STATUS, INTERPRETATION, DEDUCTIBILITY OF GIFT: The Foundation is a publicly supported charitable organization that is exempt from taxation under section 501(c)(3) of the Internal Revenue Code. This Agreement must be interpreted in a manner consistent with this status. Contributions to the Fund are tax deductible to the extent allowed by law, subject to individual and corporate limitations.

12. INDEMNIFICATION: The Foundation hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against any and all third party claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any negligent, reckless, or willful act or omission of the Foundation, its employees or agents, in applying the funds furnished pursuant to purpose provided for herein, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the City.

The City hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Foundation, its officers, directors, trustees, employees and agents, from and against any and all third party claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any negligent, reckless or willful act or omission of the City, in providing direction to the Foundation pursuant to the purpose provided for herein, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Foundation, its officers, directors, trustees, employees or agents.

Nothing herein contained shall, however, be construed to protect Foundation against any liability to the City by reason of misfeasance, bad faith or gross negligence in the performance of the Foundation's duties, or by reason of its reckless disregard of the Foundation's obligations and duties under this Agreement.

13. INSURANCE:

A. The Foundation shall provide evidence of comprehensive general liability coverage by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$2,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate the City as an additional insured, and that it cannot be canceled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the City is required.

B. The Foundation shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate the City as an additional insured, and that it cannot be cancelled or materially altered without giving the City at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of the City is required.

C. The Foundation shall provide evidence of errors or omissions or professional liability insurance to cover professional services provided by the Foundation. The coverage shall be provided by an insurance company licensed to do business in the State of Iowa, with a limit of not less than $1,000,000 for claims arising out of the professional liability of the Foundation. The insurance coverage requirement within this paragraph may be satisfied in part by the Foundation sourcing certain professional services from others, such as CDAF, and providing evidence of that contracted entity having errors or omissions or professional liability insurance by an insurance company licensed to do business in the State of Iowa, with a limit of not less than $1,000,000, that will cover errors or omissions or professional liability claims against the Foundation for the services being secured from that contracted entity. The insurance coverage shall not be reduced below these limits and the Foundation will notify the City of any erosion of the Policy Limits due to claims made. The Foundation shall provide the City written notice within five (5) days of notice to the Foundation by registered mail, return receipt requested of the cancellation or material alteration of the professional liability policy.

D. AGENTS AND SUBCONTRACTORS. The Foundation shall require that any of its independent contractors, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Foundation.

E. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY. The policies providing the coverage specified in A and B above shall include the City as Additional Insured and Governmental Immunities Endorsements.

F. Failure of the Foundation to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

G. The insurance amounts outlined in this Section 13 shall be reasonably adjusted by the parties from time to time to maintain equal coverage based on deflation or inflation.

14. ENTIRE AGREEMENT AND AMENDMENT: This Agreement constitutes the entire agreement between the parties and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter of this Agreement. The provisions of this Agreement may be amended only by written agreement of the City and the Foundation.

15. GOVERNING LAW: This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Poweshiek County, Iowa, unless otherwise agreed by the parties.

16. VARIANCE POWER: The Foundation Board of Directors shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to specified organizations, if in their sole judgment such restriction or condition becomes in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Foundation. The Foundation Board of Directors shall notify the City in advance of any modification or redirection of funds. Any redirection of funds will be undertaken by the Foundation's Board, but only after consultation with the City. In any event, it is understood that the Foundation is under an obligation to respect the purpose for which this Fund was established.

17. **FOUNDATION'S RESPONSIBILITIES WITH REGARD TO REAL PROPERTY**: The Foundation will manage the real property described in Exhibit C ("Real Property") that is part of the Fund in a reasonable and prudent manner. The Foundation may (a) enter into one or more agreements with a farm manager on terms deemed acceptable by the Foundation in its sole discretion; (b) enter into one or more leases with tenants on terms deemed acceptable by the Foundation in its sole discretion; or (c) sell the Real Property on terms deemed acceptable by the Foundation in its sole discretion, with any proceeds from such sale being made a part of the Fund. Any expenses associated with the ownership, management and sale of the Real Property shall be considered direct expenses of the Fund.

IN WITNESS WHEREOF, the parties have executed this agreement.

Greater Poweshiek Community Foundation	City of Grinnell
By:_______________________________	By:_______________________________
Nicole Brua-Behrens Date	Mayor Date
Executive Director	
	Attest:
	_______________________________
	City Clerk

EXHIBIT A
Fee Schedule

Set-up Costs

There are no costs to establish any type of fund at the Foundation.

Administrative & Investment Fee

Greater Poweshiek Community Foundation (GPCF) participates in the Community Support Services (CSS) program of the Claude W. and Dolly Ahrens Foundation (CDAF). The CSS program:

- builds organizational capacity and promotes collaboration among the local nonprofit community.
- optimizes back-office support operations and creates efficiencies through shared staff and administrative functions.
- strengthens the missions of the local nonprofit sector, thus improving the quality of life for the local area.

All donors and nonprofit collaborators, including the City, receive the benefit of this program. And through this program and the resulting economies of scale, GPCF is able to charge minimal fees compared to the costs associated with the establishment and maintenance of private foundations. When combined with the professional services provided by GPCF and CDAF, and the broad local knowledge and collaboration, these fees are competitive.

Funds are subject to an Administrative & Investment Fee (all in) calculated annually on the balance of the Fund, not to include the Real Property, on June 30 x the Administrative & Investment Fee (all in) percentage. Such annual fee shall be paid in 12 equal monthly payments commencing July 1 after the applicable June 30 calculation.

The annual Administrative & Investment Fee (all in) percentage for the Fund is: 0.75%

The value of the Real Property for the Land Management Fee shall be the last certified appraisal, which occurred on December 31, 2024, a copy of which shall be provided to the Foundation. Thereafter a new certified appraisal shall be secured by the Foundation prior to June 30, 2030, and prior to every fifth year thereafter (June 30, 2035, June 30, 2040, and so forth). The cost of such certified appraisal shall be paid out of the Fund as a Direct Expense in addition to the Administrative & Investment Fee. In its discretion, the City may provide written notice to the Foundation prior to January 1 of its desire to have a certified appraisal secured for use on the following June 30, and the Foundation shall secure and use such certified appraisal for the applicable June 30 Fund balance calculation. Such new certified appraisal shall then form the starting point of a new five-year cycle of securing certified appraisals. If required by law, the Foundation is empowered to cause a certified appraisal at any time and to assess the cost against the Fund as a Direct Expense. The annual fee shall be paid in 12 equal monthly payments commencing July 1 after the applicable June 30 calculation.

The annual Land Management Fee (certified land appraisal of the Real Property) percentage is: 0.50%

Direct Expenses: The Fund will be charged for direct expenses incurred on its behalf that are not covered by the Administrative & Investment Fee or the Land Management Fee; however, such direct expenses must be preapproved by the City.

The City and Foundation agree that any property taxes, insurance, management, and improvement costs directly necessitated by the Real Property are authorized Direct Expenses and may be paid from the assets of the Fund. City and Foundation agree that any tax and tax penalty obligations originating with the assets in the Trust prior to those assets being donated to the Foundation and any special accounting and legal services necessitated by those specific tax obligations are authorized Direct Expenses and may be paid from the assets of the Fund.

EXHIBIT B

Trust

EXHIBIT C

REAL PROPERTY

NW 1/4, Section 28, T-81-N, R-16 West of the 5th P.M., Poweshiek County, Iowa

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