



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, NOVEMBER 17, 2025, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/94696157305?PWD=CMKNMQULGQVXLGWHFF
PQ0V8GN9X5XU.1](https://zoom.us/j/94696157305?pwd=CMKNMQULGQVXLGWHFFPQ0V8GN9X5XU.1)

MEETING ID: 946 9615 7305
PASSCODE: 893603

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: November 3, 2025

B. Approve Campbell Fund Requests

C. Liquor Licenses:

1. El Cascabel Mexican Restaurant, 1014 3rd Avenue.

4. **Meeting Minutes and Communications:**

A. Finance Committee Minutes: November 3, 2025

B. Public Works & Grounds Committee Minutes: November 3, 2025

C. Planning Committee Minutes: November 3, 2025

D. Police October Monthly Report

E. Parks and Recreation Minutes: November 10, 2025.

5. **Committee Business:**

A. Report from the Finance Committee

1. Consider approval of the final version of the Fiscal Year 2027 Tax Increment Finance Indebtedness Certification.

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.

2. Consider approval of a resolution approving a monthly internal transfer in the amount of \$58,663.42. (See Resolution No. 2025-202)

B. Report from the Public Works and Grounds Committee

1. Consider approval of a resolution awarding the contract for the 4th Avenue Reconstruction (2026) - State Street to East Street Project in the amount of \$734,848.50 (See Resolution No. 2025-203)
2. Consider approval of a Conflict Waiver Agreement regarding Ahlers & Cooney, P.C. to represent the City of Grinnell and the Grinnell-Newburg Community School District with respect to an agreement related to the construction of a sanitary sewer service line to serve a proposed elementary school facility.
3. Consider approval of a resolution approving Change Order No. 2 in the amount of \$12,344.25 for the Water Plant Project. (See Resolution No. 2025-204)

C. Report from the Public Safety Committee

1. Consider approval of the 25th Annual Luminary Event - 10th Ave Place on Saturday, December 20, 2025, from 5:00 to 9:00 p.m.
2. Consider approval of a resolution approving a subscription service agreement with Leads Online for Power Plus Investigation System in the amount of \$3,106.00. (See Resolution No. 2025-205)

D. Report from the Planning Committee

1. Consider approval of a resolution approving a tax exemption request for 302 2nd Avenue. (See Resolution No. 2025-206)

6. Ordinance: Third and Final Reading

- A. Ordinance No. 1568 — an ordinance amending the zoning ordinance of the city of Grinnell, Iowa by amending the zoning for the property generally located at 1125 East Street Lane.

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:

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GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, NOVEMBER 3, 2025, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with the following council members present: Bly, Staroska, Wray, Hueftle-Worley, Hart. Absent: White (joined the meeting at 7:35 P.M.)

Hueftle-Worley made the motion, seconded by Hart, 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: October 20, 2025.
- B. Accept the resignation of Blake Pearson — Volunteer Firefighter.
- C. Approve city claims and payroll claims from October 7, 2025, through and including November 3, 2025, in the amount of \$3,689,129.97.
- D. Review Campbell Fund requests.
- E. Liquor Licenses:
 - 1. Grinnell Pub, 909 State Street.

AYES: 5-0. Motion carried.

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

- A. Public Works & Grounds Committee Minutes: October 20, 2025.
- B. Public Safety Committee Minutes: October 20, 2025.
- C. Planning Committee Minutes: October 20, 2025.
- D. Parks & Recreation Minutes: October 15, 2025.
- E. Library Board Minutes: September 24, 2025.

The Mayor announced that this was the time and place for the public hearing on the proposed sale of city-owned property located in the Scout Subdivision, Lots 24-28.

The Mayor then asked the Clerk whether any written or oral objections had been filed by any city resident or property owner regarding the proposed sale of city-owned property located in the Scout Subdivision, Lots 24-28.

The City Clerk advised the Mayor and the City Council that no written or oral objections

had been filed regarding the proposed sale of city-owned property located in the Scout Subdivision, Lots 24-28.

Hueftle-Worley made the motion, seconded by Wray, to close the public hearing on the proposed sale of city-owned property located in the Scout Subdivision, Lots 24-28. AYES: 5-0. Motion carried.

Jo Wray updated the Council on Poweshiek Economic Development Collaboratives efforts after meeting with Melissa Strovers during the Finance Committee meeting. No action was taken.

Wray made the motion, seconded by Hart, to approve a proposal for a Water and Wastewater Cost of Service Analysis with Bolton & Menk in an amount not to exceed \$36,900.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-186. A resolution approving the lease of the Blakely Circle Farm Ground with Dimit Farms in the amount of \$4,950.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-187. A resolution approving the lease of the Airport Farm Ground to Chief Alfa, Inc. in the amount of \$12,600.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-188. A resolution approving the lease of the Cemetery Farm Ground with Muckler Farms in the amount of \$4,950.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-189. A resolution approving the lease of the Wastewater Treatment Plan Farm Ground with Bill Tinkle in the amount of \$13,365.00. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve a special Campbell Fund request from the Greater Poweshiek Foundation in the amount of \$500 to assist in purchasing winter gear for elementary students. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve a special Campbell Fund request from the Grinnell Food Coalition in the amount of \$10,000.00 to assist in program funding. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Hart, to approve the Fiscal Year 2027 Tax Increment Financing Debt Certification. AYES: 5-0. Motion carried.

The Council reviewed the September Investments and Treasurers Reports.

The Council discussed recommendations for the proposed elementary schools sanitary sewer connection. No action was taken.

Hueftle-Worley made the motion, seconded by Staroska, to approve the Free Brush/Compost Weekend at the Brush Dump for November 15–16, 2025 and curbside pickup for the week of November 17, 2025. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve a right-of-way request from Mediacom - 13th Avenue and Sunset Street. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Staroska, to approve Resolution No. 2025-190. A resolution approving the Grinnell Airport Fixed-Base Operator Lease Agreement with Lowry Flying Services, Inc. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-191. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$185,657.27 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Staroska, to approve Resolution No. 2025-192. A resolution authorizing payment of contractor's Pay Request No. 9, in the amount of \$322,833.75 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-193. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$903,350.46 to WRH, Inc. for the Water Treatment Plant Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Staroska, to approve Resolution No. 2025-194. A resolution authorizing payment of contractor's Pay Request No. 1, in the amount of \$28,108.13 to Caliber Concrete for the Veterans Memorial Monument. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-195. A resolution authorizing payment of the contractor's final Pay Request, in the amount of \$31,965.12 to All Star Concrete for the 4th Avenue Reconstruction — Prince to Pearl Street Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Staroska, to approve Resolution No. 2025-196. A resolution authorizing payment of contractor's Pay Request No. 2, in the amount of \$271,631.52 to Con-Struct Inc. for the Broad Street Inlay Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-197. A resolution authorizing payment of contractor's Pay Request No. 3, in the amount of \$47,207.48 to Con-Struct Inc. for the Broad Street Inlay Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Staroska, to approve Resolution No. 2025-198. A resolution authorizing payment of contractor's Pay Request No. 7, in the amount of \$202,091.60 to Con-Struct Inc, for the Scout Subdivision Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-199. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$213,934.30 to Con-Struct Inc. for the Scout Subdivision Project. AYES: 5-0. Motion carried.

Bly made the motion, seconded by Hart, to approve Resolution No. 2025-200. A resolution approving the sale of certain real property, Scout Subdivision Lots 24-28. AYES: 5-0. Motion carried.

Bly made the motion, seconded by Wray, to approve Resolution No. 2025-201. A resolution approving the preliminary plat and final plat for the Grinnell-Newburg Elementary Campus Subdivision. AYES: 5-0. Motion carried.

The Mayor and Council reviewed the Grinnell Comprehensive Housing Needs Analysis. No action was taken.

Hueftle-Worley made the motion, seconded by Bly, to approve the second reading of Ordinance No. 1568. An ordinance amending the zoning ordinance of the city of Grinnell, Iowa by amending the zoning for the property generally located at 1125 East Street Lane. AYES: 5-0. Motion carried.

There were no inquiries.

Wray made the motion, seconded by Bly, to move into closed session in accordance with Iowa Code Section 21.5 Sections: i. To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to

that individual's reputation and that individual requests a closed session. j. To discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. AYES: 5-0. Motion carried.

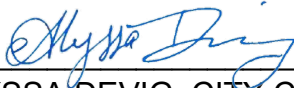
White made the motion, second by Staroska, to move back into Open Session. AYES: 6-0. Motion carried.

The meeting was adjourned at 7:44 P.M.



DAN F. AGNEW, MAYOR

ATTEST:



ALYSSA DEVIG, CITY CLERK



GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, NOVEMBER 3, 2025, AT 8:00 AM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

[HTTPS://ZOOM.US/J/94029629743?PWD=Q1BSQLFOSTMXDVDIM1PYA0NODDK0QT09](https://zoom.us/j/94029629743?pwd=Q1BSQLFOSTMXDVDIM1PYA0NODDK0QT09)

MINUTES

Wray (Chair), Hart, White. Also present were Mayor Agnew, Russ Behrens, Russ Crawford, Adrienne Hardin, Alyssa Devig, and Melissa Strovers.

The agenda was approved as presented.

Melissa Strovers with Poweshiek Economic Development Collaborative updated the committee on current efforts and goals.

White made the motion, seconded by Hart, to approve a proposal for a Water and Wastewater Cost of Service Analysis with Bolton & Menk in the amount not to exceed \$36,900.00. AYES: 3-0. Motion carried.

Hart made the motion, seconded by White, to approve Resolution No. 2025-186. A resolution approving the lease of the Blakely Circle Farm Ground with Dimit Farms in the amount of \$4,950.00. AYES: 3-0. Motion carried.

White made the motion, seconded by Hart, to approve Resolution No. 2025-187. A resolution approving the lease of the Airport Farm Ground to Chief Alfa, Inc. in the amount of \$12,600.00. AYES: 3-0. Motion carried.

Hart made the motion, seconded by White, to approve Resolution No. 2025-188. A resolution approving the lease of the Cemetery Farm Ground with Muckler Farms in the amount of \$4,950.00. AYES: 3-0. Motion carried.

White made the motion, seconded by Hart, to approve Resolution No. 2025-189. A resolution approving the lease of the Wastewater Treatment Plan Farm Ground with Bill Tinkle in the amount of \$13,365.00. AYES: 3-0. Motion carried.

White made the motion, seconded by Hart, to approve a special Campbell Fund request from the Greater Poweshiek Foundation in the amount of \$500 to assist in purchasing winter gear for elementary students. AYES: 3-0. Motion carried.

White made the motion, seconded by Hart, to approve a special Campbell Fund request from the Grinnell Food Coalition in the amount of \$10,000.00 to assist in program funding. AYES: 3-0. Motion carried.

The Committee reviewed and approved the Fiscal Year 2027 Tax Increment Financing Debt Certification. AYES: 3-0. Motion carried.

The Committee reviewed the Investments and Treasurers Reports. No action was taken.

There were no inquiries.

The meeting was adjourned at 9:22 A.M.

JO WRAY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



GRINNELL PUBLIC WORKS OR GROUNDS COMMITTEE REGULAR SESSION
MEETING
MONDAY, NOVEMBER 3, 2025, AT 5:30 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

MINUTES

[HTTPS://ZOOM.US/J/94029629743?PWD=Q1BSQLFOSTMXDVIDIM1PYA0NODDK0QT09](https://zoom.us/j/94029629743?pwd=Q1BSQLFOSTMXDVIDIM1PYA0NODDK0QT09)

Byron Hueftle-Worley, Rachel Bly, and Lee Staroska. Also present were: Mayor Agnew, Russ Behrens, Alyssa Devig, Katie Sterk, and Jo Wray.

The Committee Chair introduced Katie Sterk with Bolton and Menk to present information on the Proposal for Water and Wastewater Cost of Service Analysis.

The Committee discussed recommendations for the proposed elementary schools sanitary sewer connection. No action was taken.

Staroska made the motion, seconded by Bly, to approve the Free Brush/Compost Weekend at the Brush Dump for November 15–16, 2025 and curbside pickup for the week of November 17, 2025. AYES: 3-0. Motion carried.

Bly made the motion, seconded by Staroska, to approve a right-of-way request from Mediacom - 13th Avenue and Sunset Street. AYES: 3-0. Motion carried.

Staroska made the motion, seconded by Bly, to approve Resolution No. 2025-190. A resolution approving the Grinnell Airport Fixed-Base Operator Lease Agreement with Lowry Flying Services, Inc. AYES: 3-0. Motion carried.

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Bly made the motion, seconded by Staroska, to approve Resolution No. 2025-199. A resolution authorizing payment of contractor's Pay Request No. 8, in the amount of \$213,934.30 to Con-Struct Inc. for the Scout Subdivision Project. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 6:10 P.M.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



GRINNELL PLANNING COMMITTEE REGULAR SESSION MEETING
MONDAY, NOVEMBER 3, 2025, AT 6:15 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM

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MINUTES

Rachel Bly (Chair), Jo Wray and Shane Hart. Also present were, Mayor Agnew, Russ Behrens, Alyssa Devig, and Lee Staroska.

The agenda was approved as presented.

Hart made the motion, seconded by Bly, to approve Resolution No. 2025-200. A resolution approving the sale of certain real property. AYES: 3-0. Motion carried.

Wray made the motion, seconded by Hart, to approve Resolution No. 2025-201. A resolution approving the preliminary plat and final plat for the Grinnell-Newburg Elementary Campus Subdivision. AYES: 3-0. Motion carried.

The Committee reviewed and discussed the Grinnell Comprehensive Housing Needs Analysis. No action was taken.

There were no inquiries.

The meeting was adjourned at 6:39 P.M.

RACHEL BLY

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



City of Grinnell
...Jewel of the Prairie

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

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

TO: Honorable Dan Agnew
Honorable City Council Members
Mr. Russ Behrens, City Manager
Mrs. Alyssa Devig, City Clerk

DATE: 5 NOV 2025

SUBJECT: MONTHLY REPORT FOR OCTOBER 2025

MONTHLY STATS	CURRENT MO.	LAST MO.	PREVIOUS YEAR
	OCT 2025	SEPT 2025	OCT 2024
ARRESTS	21	24	16
CITATIONS	23	40	17
WARNINGS	22	40	36
PD Collisions	5	11	14
PI Collisions	4	3	1
HIT & RUN	2	1	4
Parking Citations	43	77	81
Calls for Service	697	656	660

BIAS-BASED POLICING REPORT (OCT 2025)

	ETHNICITY	GENDER (M/F)	RACE
ARRESTS	0 (Hispanic or Latino) 21 (Not Hispanic or Latino)	16/5	0 (American Indian or Alaska Native) 0 (Asian) 1 (Black) 20 (White)
CITATIONS	1 (Hispanic or Latino) 22 (Not Hispanic or Latino)	10/13	22 (White) 0 (Asian) 1 (Black) 0 (American Indian or Alaska Native)
WARNINGS	2 (Hispanic or Latino) 20 (Not Hispanic or Latino)	14/8	21 (White) 0 (Asian) 1 (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 OCT 2025 (Faith Repp)

Mental Health Crisis Calls for Service (CFS) - Total	118
Poweshiek County Sheriff's Office- CFS Referred	3
Grinnell Fire Department – CFS Referred	1
Grinnell Police Department- CFS Referred	75
% Referred for additional resources/ assistance	64%

CODE ENFORCEMENT CFS FOR OCT 2025 (Daniel Gilliam)

Abandoned Vehicles	1
Animal Complaints	8
City Code Violations/ Warnings	36
Debris	1
Total:	46

Respectfully submitted,

Michael A. McClelland, Chief of Police



GRINNELL PARKS AND RECREATION BOARD REGULAR
SESSION MEETING
MONDAY, NOVEMBER 10, 2025, AT 5:15 PM
IN THE DRAKE COMMUNITY LIBRARY BOARD ROOM

MINUTES

1. Roll Call:

Russ Crawford, Whitney Jensen, Lisa Lindley, Ralph Eyberg, Lauren Gant, Ben Coopridier, and Jordan Allsup.

Absent: Matt Moyer

2. Approve Agenda:

At 5:15pm Coopridier made the motion to approve the agenda, second by Gant to approve the agenda. AYES: All. Motion carried.

3. Approval of Minutes:

A. October 15th, 2025- Jensen made the motion, second by Coopridier, to approve October 15th, 2025, meeting minutes. AYES: All. Motion carried.

4. Committee Business:

- A. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2025-2026 fiscal year
- Parks and Cemetery Vegetation – Eyberg- Park shelters have been winterized for the season. No action necessary.
 - Arbor Lake/Lake Nyanza- Allsup- Allsup reported that 35% design for the Arbor Lake and Lake Nyanza project should be done in mid-January, and staff will look at dates with project partners for scheduling a public open house. No action necessary.
 - Playgrounds- Lindley- Donor sign has been installed at the Central Park playground.
 - Master Plan Implementation- Board continued to be discussing the prioritization of Master Plan projects over the next several fiscal years. No action necessary.
- B. Recreation- Allsup reported that Rec Basketball League numbers are nearing last year's registration. The department has partnered with Public Health to offer a Walk with Ease program this wintered by the Arthritis foundation. No action necessary.
- C. Aquatics- Winter swim team season has started with the program maintaining registration numbers from the prior winter season. No action necessary.
- D. Veteran's Memorial Dedication Concert – Lindley made the motion to approve the rental for the Central Park stage on July 4th, 2026, for the Veteran's Memorial Dedication Concert. Second by Eyberg. AYES: all. Motion carried.

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.

5. Notes:

6. Inquiries:

- 7. Adjourn:** Moyer made the motion at 6:27pm to adjourn the meeting, second by Jensen. AYES: All. Motion carried.

Parks and Recreation Director
Jordan Allsup

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Grinnell County: Poweshiek

Urban Renewal Area Name: Grinnell Urban Renewal

Urban Renewal Area Number: 79003 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 7,577,536

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, November _____, 2025

Signature of Authorized Official

641-236-2600
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Grinnell County: PoweshiekUrban Renewal Area Name: Grinnell Urban RenewalUrban Renewal Area Number: 79003 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Attorney & Recording Fees - ongoing	12/1/07	30,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Economic Development Staff - ongoing	11/16/20	100,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. 2025B -TIF GO Bond	10/6/25	4,328,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. OPG South Lake Partners, LLC Development Agreement - 15 year rebate	11/21/22	130,000
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Demo of Veterans Memorial Building (cost increase)	2/3/25	121,025
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 4,709,025

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Grinnell County: PoweshiekUrban Renewal Area Name: Grinnell Urban RenewalUrban Renewal Area Number: 79003 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. SRTS-Washington Ave (engineering)	6/17/24	188,900
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
7. CBD Maint/Repair Work - (cost increase)	5/5/25	77,370
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
8. Broad Street Inlay Project	5/19/25	445,940
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
9. Garfield Ave Water Main Replacement	9/3/24	101,091
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
10. Hotel Grinnell IRA Supplement	9/9/16	180,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 993,301

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Grinnell County: PoweshiekUrban Renewal Area Name: Grinnell Urban RenewalUrban Renewal Area Number: 79003 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. FY26 Airport Projects (Runway,Taxiway, Rehab, Construction) City Share	9/16/24	23,490
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
12. FY24 Aiport Projects (Runway, Taxiway, Rehab Construction) City Share	9/16/24	44,095
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
13. Hwy 146 Design Engineering (3 Lane Conversion)	3/18/24	350,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
14. Purchase of Industrial Development Land - Blakely Circle	7/8/25	635,000
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
15. 4th Ave Reconstruction Sate Street to East Street	11/3/25	822,625
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 1,875,210

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Grinnell County: Poweshiek

Urban Renewal Area Name: Grinnell Urban Renewal

Urban Renewal Area Number: 79003 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
2016A GO Urb Renewal (CBD 5.1 & 5.2) (June 2027)	442,200
2018 GO renewal - Central Park/Airport project (June 2028) (FY28 = 81,600)	83,487
2020A - TIF GO Bond (June 2029) (FY28 = 1,281,400)(FY29 = 1,366,800)	1,511,400
2016A GO Urb Renewal (Iowa Reinvestment Act) (June 2036)(FY28 = 81,670)(FY29 = 80,240)	75,920
2025B - Water GO - 4,328,000 (June 2045) (FY28 = 307,662.97) (FY29 = 308,911.00)	269,825
Grinnell Center LLC (stabilization and transition grant) 9 of 10	36,846
Grinnell Center LLC (max \$561,540) 9 of 10	46,500
Hotel Grinnell IRA Supplement	180,000
Community Development and Communications & Attorney Fees	130,000
Beyer Building DA (360,000 - 200,000)	160,000
OPG South Lake (max \$8,667 annually - Pmnt 1 of 15)	8,667
Vets Building Demo	121,025
SRTS-Washington (eng)-(188,900)	188,900
Airport Rehabilitate (FY24 City Share 44,095) (FY26 City Share 23,490)	67,585
Iowa Highway 146 Design Engineering (3 Lane Conversion)	350,000
Broad Street (445,940), I80 Bridge (43,053), CBD (77,370)	566,363
Garfield Avenue Water Main	101,091
4th Avenue Street Reconstruction (Engineering and Const.)	822,474
Purchase of Industrial Development Land - Blakely Circle	635,000
	5,797,283

Dated this _____ day of _____ November _____, 2025

Signature of Authorized Official

641-236-2600
Telephone

Urban Renewal Area Name: Grinnell Urban Renewal

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Dated this day of ,

Telephone

RESOLUTION NO. 2025-202

RESOLUTION FOR MONTHLY INTERNAL TRANSFER FUNDS

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

The following transfer is hereby authorized:

FROM FUND

001-4.950.4.6790 GENERAL - \$58,663.42

TO FUND:

003-3.410.4.4790 GENERAL LIBRARY - \$58,663.42

PURPOSE OF TRANSFERS

To generate funds for November 2025 expenses incurred by Library per budget as approved by council with city claims for October 2025.

PASSED AND APPROVED this 17th day of November 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

RESOLUTION NO. 2025-203

RESOLUTION AWARDING THE CONTRACT FOR THE 4TH AVENUE RECONSTRUCTION (2026) – STATE STREET TO EAST STREET PROJECT.

WHEREAS, the following bid for the construction of certain improvements described in general as the 4th Avenue Reconstruction (2026) – State Street to East Street Project is hereby accepted, the same being the lowest responsible bid for the said work, as follows:

- 1) 4TH AVENUE RECONSTRUCTION (2026) – STATE STREET TO EAST STREET PROJECT

CONTRACTOR: Shift General Contracting
Cedar Rapids, IA

AMOUNT OF BID: \$734,848.50

PORTION OF PROJECT: All

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to execute a contract with the Contractor for the construction of the said 4th Avenue Reconstruction (2026) – State Street to East Street Project.

Passed and approved this 17th day of November 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

November 6, 2025

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

GRINNELL, IOWA
4TH AVENUE RECONSTRUCTION (2026)
REVIEW OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The City of Grinnell received bids until 2:00 P.M., October 30, 2025 for the 4th Avenue Reconstruction (2026) – State Street to East Street project. A total of nine bids were received. The bids are as follows:

Shift General Contracting	\$734,848.50
Con-Struct, Inc.	\$739,028.50
Steele Excavating, Inc.	\$741,895.50
All Star Concrete, LLC	\$759,574.50
OEL Construction Services, Inc.	\$792,721.70
Jasper Construction Services, Inc.	\$827,467.50
Absolute Group	\$844,289.57
TK Concrete, Inc.	\$845,602.00
Iowa Civil Contracting, Inc.	\$850,096.77

The apparent low bid was submitted by Shift General Contracting of Cedar Rapids, Iowa in the amount of \$734,848.50. We contacted two references due to our not having worked with Shift General Contracting before. One was the City of Cedar Rapids and the other MMS Consulting. Both were positive. The paving will be done by a subcontractor, yet to be named.

The engineer's estimate of cost for construction of the project was \$730,000.00.

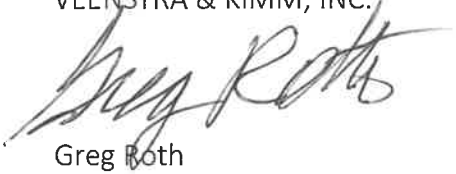
We recommend the City of Grinnell award the contract to Shift General Contracting of Cedar Rapids, Iowa in the amount of \$734,848.50.

Russ Behrens
November 6, 2025
Page 2

Enclosed is a copy of our tabulation of bids.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at groth@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in dark ink, appearing to read "Greg Roth", is written over the printed name.

Greg Roth

GJR:paj

288223

Enclosure

Cc: Alyssa Devig, City of Grinnell

BID TABULATION

GRINNELL, IOWA

4TH AVENUE RECONSTRUCTION (2026) - STATE STREET TO EAST STREET PROJECT

1. Construct 4th Avenue Reconstruction (2026) - State Street to East Street for the following unit and lump sum prices:				Shift General Contracting 4812 Harvest Ct SW Cedar Rapids, IA 52404		Con-Struct, Inc. 1710 East Main Street Marshalltown, IA 50158		Steel Excavating, Inc. 503 N 5th St., PO Box 220 Montezuma, IA 50171		All Star Concrete LLC 4989 NW Johnston Drive Johnston, IA 50131		OEL Construction Services, Inc. 1306 River Rd S. Steamboat Rock, IA 50672	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$ 74,000.00	\$ 74,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 41,000.00	\$ 41,000.00	\$ 40,800.00	\$ 40,800.00
2	Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,811.00	\$ 3,811.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,100.00	\$ 9,100.00
3	Construction Staking	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 5,408.00	\$ 5,408.00	\$ 10,800.00	\$ 10,800.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
4	Sidewalk Removal	SY	167	\$ 9.00	\$ 1,503.00	\$ 10.00	\$ 1,670.00	\$ 15.00	\$ 2,505.00	\$ 15.00	\$ 2,505.00	\$ 16.00	\$ 2,672.00
5	Driveway Removal	SY	505	\$ 9.00	\$ 4,545.00	\$ 10.00	\$ 5,050.00	\$ 15.00	\$ 7,575.00	\$ 15.00	\$ 7,575.00	\$ 16.00	\$ 8,080.00
6	Pavement Removal	SY	2,868	\$ 6.00	\$ 17,208.00	\$ 10.00	\$ 28,680.00	\$ 11.00	\$ 31,548.00	\$ 11.00	\$ 31,548.00	\$ 11.50	\$ 32,982.00
7	Storm Intake Removal	EA	4	\$ 500.00	\$ 2,000.00	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00	\$ 750.00	\$ 3,000.00	\$ 800.00	\$ 3,200.00
8	Storm Manhole Removal	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00
9	Sanitary Manhole Removal	EA	1	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00
10	SWPPP Preparation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,288.00	\$ 1,288.00	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00
11	SWPPP Management	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,833.00	\$ 2,833.00	\$ 2,750.00	\$ 2,750.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
12	Intake Protection	EA	4	\$ 150.00	\$ 600.00	\$ 155.00	\$ 620.00	\$ 250.00	\$ 1,000.00	\$ 100.00	\$ 400.00	\$ 162.50	\$ 650.00
13	Water System Connections	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 4,500.00	\$ 13,500.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,300.00	\$ 9,900.00
14	Water Valve, 8-inch	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,800.00	\$ 7,600.00
15	Water Valve, 12-inch	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00
16	Water Main, 8-inch	LF	94	\$ 105.00	\$ 9,870.00	\$ 120.00	\$ 11,280.00	\$ 130.00	\$ 12,220.00	\$ 130.00	\$ 12,220.00	\$ 140.00	\$ 13,160.00
17	Water Main, 12-inch	LF	358	\$ 110.00	\$ 39,380.00	\$ 105.00	\$ 37,590.00	\$ 130.00	\$ 46,540.00	\$ 130.00	\$ 46,540.00	\$ 140.00	\$ 50,120.00
18	Hydrant Relocation	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 8,500.00	\$ 8,500.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,900.00	\$ 9,900.00
19	Water Services	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 3,500.00	\$ 21,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,000.00	\$ 18,000.00	\$ 3,300.00	\$ 19,800.00
20	Sanitary Manholes, 48"	EA	1	\$ 6,750.00	\$ 6,750.00	\$ 7,000.00	\$ 7,000.00	\$ 8,950.00	\$ 8,950.00	\$ 8,950.00	\$ 8,950.00	\$ 9,800.00	\$ 9,800.00
21	Storm Manholes, 60"	EA	2	\$ 7,150.00	\$ 14,300.00	\$ 9,500.00	\$ 19,000.00	\$ 8,950.00	\$ 17,900.00	\$ 8,950.00	\$ 17,900.00	\$ 9,800.00	\$ 19,600.00
22	SW-501 Storm Intake	EA	3	\$ 15,750.00	\$ 47,250.00	\$ 3,500.00	\$ 10,500.00	\$ 3,750.00	\$ 11,250.00	\$ 3,750.00	\$ 11,250.00	\$ 4,000.00	\$ 12,000.00
23	SW-507 Storm Intake	EA	1	\$ 5,750.00	\$ 5,750.00	\$ 5,500.00	\$ 5,500.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00
24	Storm Sewer, 15"	LF	98	\$ 115.00	\$ 11,270.00	\$ 90.00	\$ 8,820.00	\$ 105.00	\$ 10,290.00	\$ 105.00	\$ 10,290.00	\$ 115.00	\$ 11,270.00
25	Storm Sewer, 24", DIP	LF	20	\$ 150.00	\$ 3,000.00	\$ 300.00	\$ 6,000.00	\$ 255.00	\$ 5,100.00	\$ 255.00	\$ 5,100.00	\$ 280.00	\$ 5,600.00
26	Temporary Surfacing	SY	300	\$ 17.00	\$ 5,100.00	\$ 20.00	\$ 6,000.00	\$ 15.00	\$ 4,500.00	\$ 15.00	\$ 4,500.00	\$ 16.00	\$ 4,800.00
27	PCC Sidewalk	SY	511	\$ 55.00	\$ 28,105.00	\$ 56.00	\$ 28,616.00	\$ 58.00	\$ 29,638.00	\$ 55.00	\$ 28,105.00	\$ 62.00	\$ 31,682.00
28	Truncated Domes	SF	178	\$ 50.00	\$ 8,900.00	\$ 50.00	\$ 8,900.00	\$ 40.00	\$ 7,120.00	\$ 37.00	\$ 6,586.00	\$ 41.00	\$ 7,298.00
29	6" PCC Driveway	SY	514	\$ 55.00	\$ 28,270.00	\$ 54.00	\$ 27,756.00	\$ 55.00	\$ 28,270.00	\$ 52.00	\$ 26,728.00	\$ 67.00	\$ 34,438.00
30	7" PCC Pavement	SY	2,842	\$ 60.00	\$ 170,520.00	\$ 62.00	\$ 176,204.00	\$ 61.00	\$ 173,362.00	\$ 65.00	\$ 184,730.00	\$ 57.25	\$ 162,704.50
31	Grading from Cross Sections	CY	160	\$ 23.00	\$ 3,680.00	\$ 70.00	\$ 11,200.00	\$ 40.00	\$ 6,400.00	\$ 40.00	\$ 6,400.00	\$ 43.00	\$ 6,880.00
32	Subgrade Preparation	SY	3,359	\$ 1.50	\$ 5,038.50	\$ 3.00	\$ 10,077.00	\$ 3.50	\$ 11,756.50	\$ 3.50	\$ 11,756.50	\$ 3.80	\$ 12,764.20
33	Unclassified Excavation	CY	560	\$ 23.00	\$ 12,880.00	\$ 15.00	\$ 8,400.00	\$ 12.00	\$ 6,720.00	\$ 12.00	\$ 6,720.00	\$ 13.25	\$ 7,420.00
34	Modified Subbase	SY	3,359	\$ 12.00	\$ 40,308.00	\$ 12.50	\$ 41,987.50	\$ 11.00	\$ 36,949.00	\$ 11.00	\$ 36,949.00	\$ 12.00	\$ 40,308.00
35	Geogrid	SY	300	\$ 2.25	\$ 675.00	\$ 5.00	\$ 1,500.00	\$ 4.00	\$ 1,200.00	\$ 4.00	\$ 1,200.00	\$ 4.50	\$ 1,350.00
36	Longitudinal Subdrain, 4"	LF	1,597	\$ 18.00	\$ 28,746.00	\$ 20.00	\$ 31,940.00	\$ 18.00	\$ 28,746.00	\$ 18.00	\$ 28,746.00	\$ 19.00	\$ 30,343.00
37	Subdrain Cleanouts	EA	8	\$ 1,000.00	\$ 8,000.00	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 550.00	\$ 4,400.00
38	Subdrain Outlet	EA	8	\$ 350.00	\$ 2,800.00	\$ 300.00	\$ 2,400.00	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 550.00	\$ 4,400.00
39	2 Globe Fixture, Pole and Footing	EA	4	\$ 9,000.00	\$ 36,000.00	\$ 9,000.00	\$ 36,000.00	\$ 8,998.00	\$ 35,992.00	\$ 8,998.00	\$ 35,992.00	\$ 9,500.00	\$ 38,000.00
40	4 Globe Fixture, Pole and Footing	EA	2	\$ 12,500.00	\$ 25,000.00	\$ 12,500.00	\$ 25,000.00	\$ 12,450.00	\$ 24,900.00	\$ 12,450.00	\$ 24,900.00	\$ 13,500.00	\$ 27,000.00
41	Electrical System	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 27,300.00	\$ 27,300.00	\$ 27,210.00	\$ 27,210.00	\$ 27,210.00	\$ 27,210.00	\$ 30,000.00	\$ 30,000.00
42	Lighting Cabinet	EA	1	\$ 40,000.00	\$ 40,000.00	\$ 41,300.00	\$ 41,300.00	\$ 41,254.00	\$ 41,254.00	\$ 41,254.00	\$ 41,254.00	\$ 44,000.00	\$ 44,000.00
43	Hydroseed, Mulch and Fertilize	AC	1.2	\$ 5,000.00	\$ 6,000.00	\$ 5,665.00	\$ 6,798.00	\$ 6,000.00	\$ 7,200.00	\$ 4,850.00	\$ 5,820.00	\$ 8,333.33	\$ 10,000.00
TOTAL BASE BID (Items 1 - 47)				\$734,848.50		\$739,028.50		\$741,895.50		\$759,574.50		\$792,721.70	

1. Construct 4th Avenue Reconstruction (2026) - State Street to East Street for the following unit and lump sum prices:				Jasper Construction Services, Inc. 928 N. 19th Ave. E. Newton, IA 50208		Absolute Concrete Construction, Inc. DBA Absolute Group 1800 Burr Oak Blvd Granger, IA 50109		TK Concrete, Inc. 1608 Fifield Rd., PO Box 111 Pella, IA 50219		Iowa Civil Contracting, Inc. 1105 3rd St. Victor, IA 52347	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	LS	1	\$ 52,000.00	\$ 52,000.00	\$ 65,000.00	\$ 65,000.00	\$ 75,000.00	\$ 75,000.00	\$ 44,500.00	\$ 44,500.00
2	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,700.00	\$ 3,700.00	\$ 4,850.00	\$ 4,850.00	\$ 9,075.00	\$ 9,075.00
3	Construction Staking	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,600.00	\$ 9,600.00	\$ 11,000.00	\$ 11,000.00	\$ 8,200.00	\$ 8,200.00
4	Sidewalk Removal	SY	167	\$ 15.00	\$ 2,505.00	\$ 15.00	\$ 2,505.00	\$ 10.00	\$ 1,670.00	\$ 16.50	\$ 2,755.50
5	Driveway Removal	SY	505	\$ 15.00	\$ 7,575.00	\$ 15.00	\$ 7,575.00	\$ 8.00	\$ 4,040.00	\$ 16.50	\$ 8,332.50
6	Pavement Removal	SY	2,868	\$ 13.50	\$ 38,718.00	\$ 11.00	\$ 31,548.00	\$ 8.00	\$ 22,944.00	\$ 12.10	\$ 34,702.80
7	Storm Intake Removal	EA	4	\$ 750.00	\$ 3,000.00	\$ 750.00	\$ 3,000.00	\$ 900.00	\$ 3,600.00	\$ 825.00	\$ 3,300.00
8	Storm Manhole Removal	EA	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 825.00	\$ 825.00
9	Sanitary Manhole Removal	EA	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 900.00	\$ 900.00	\$ 825.00	\$ 825.00
10	SWPPP Preparation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 1,375.00	\$ 1,375.00
11	SWPPP Management	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00	\$ 1,750.00	\$ 1,750.00	\$ 3,025.00	\$ 3,025.00
12	Intake Protection	EA	4	\$ 650.00	\$ 2,600.00	\$ 150.00	\$ 600.00	\$ 200.00	\$ 800.00	\$ 165.00	\$ 660.00
13	Water System Connections	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,500.00	\$ 10,500.00	\$ 3,300.00	\$ 9,900.00
14	Water Valve, 8-inch	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,200.00	\$ 8,400.00	\$ 3,850.00	\$ 7,700.00
15	Water Valve, 12-inch	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,950.00	\$ 4,950.00
16	Water Main, 8-inch	LF	94	\$ 126.00	\$ 11,844.00	\$ 130.00	\$ 12,220.00	\$ 150.00	\$ 14,100.00	\$ 143.00	\$ 13,442.00
17	Water Main, 12-inch	LF	358	\$ 126.00	\$ 45,108.00	\$ 130.00	\$ 46,540.00	\$ 145.00	\$ 51,910.00	\$ 143.00	\$ 51,194.00
18	Hydrant Relocation	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,900.00	\$ 9,900.00
19	Water Services	EA	6	\$ 3,500.00	\$ 21,000.00	\$ 3,000.00	\$ 18,000.00	\$ 4,000.00	\$ 24,000.00	\$ 3,300.00	\$ 19,800.00
20	Sanitary Manholes, 48"	EA	1	\$ 8,950.00	\$ 8,950.00	\$ 8,950.00	\$ 8,950.00	\$ 10,750.00	\$ 10,750.00	\$ 9,845.00	\$ 9,845.00
21	Storm Manholes, 60"	EA	2	\$ 8,950.00	\$ 17,900.00	\$ 8,950.00	\$ 17,900.00	\$ 10,750.00	\$ 21,500.00	\$ 9,845.00	\$ 19,690.00
22	SW-501 Storm Intake	EA	3	\$ 3,750.00	\$ 11,250.00	\$ 3,750.00	\$ 11,250.00	\$ 4,500.00	\$ 13,500.00	\$ 4,125.00	\$ 12,375.00
23	SW-507 Storm Intake	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00	\$ 8,250.00	\$ 8,250.00
24	Storm Sewer, 15"	LF	98	\$ 105.00	\$ 10,290.00	\$ 105.00	\$ 10,290.00	\$ 125.00	\$ 12,250.00	\$ 115.50	\$ 11,319.00
25	Storm Sewer, 24", DIP	LF	20	\$ 225.00	\$ 4,500.00	\$ 255.00	\$ 5,100.00	\$ 270.00	\$ 5,400.00	\$ 280.50	\$ 5,610.00
26	Temporary Surfacing	SY	300	\$ 10.00	\$ 3,000.00	\$ 15.00	\$ 4,500.00	\$ 17.50	\$ 5,250.00	\$ 16.50	\$ 4,950.00
27	PCC Sidewalk	SY	511	\$ 65.00	\$ 33,215.00	\$ 79.03	\$ 40,384.33	\$ 55.00	\$ 28,105.00	\$ 96.80	\$ 49,464.80
28	Truncated Domes	SF	178	\$ 55.00	\$ 9,790.00	\$ 65.00	\$ 11,570.00	\$ 52.50	\$ 9,345.00	\$ 55.00	\$ 9,

November 13, 2025

Russ Behrens
City Manager
520 4th Avenue
Grinnell, IA 50112
RBehrens@grinnelliowa.gov

Lisa Beames
Superintendent
Grinnell-Newburg Community School District
1520 Penrose St.
Grinnell, IA 50112
Lisa.beames@grinnell-k12.org

Sent via email only

RE: Sanitary Sewer Service Line

Dear Mr. Behrens and Ms. Beames:

This waiver letter confirms that our Firm has been asked to represent the City of Grinnell and the Grinnell-Newburg Community School District with respect to an agreement related to the construction of a sanitary sewer service line to serve a proposed elementary school facility in northeast Grinnell (the "Agreement").

As you know, our Firm has existing client relationships with the City of Grinnell (the "City") and the Grinnell-Newburg Community School District (the "District"). Given the proposed concurrent representation of the Parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City and the District in the limited role of memorializing the Agreement as determined by the Parties. The City and the District must determine the terms to include in the Agreement (between you) and then provide such terms to us to include in the Agreement. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the Agreement, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the Agreement you reach on an amicable and mutually advantageous basis.

In the event there are actual disagreements of substance or content between the Parties, we will decline to advise either party with respect to such issue. Should an issue arise for which the Parties cannot reach agreement on your own, we would need to withdraw from further representation of both Parties with respect to the proposed Agreement. Such withdrawal would not, however, impact our on-going representation of the City or the District on all other matters.

In the course of the joint representation of the Agreement, we will not have communications with one party relevant to the Agreement that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the Agreement are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the terms of the Agreement, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the Parties in this matter if both Parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.

By 

Kristine Stone

The City Council of the City of Grinnell hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Grinnell-Newburg Community School District and the City of Grinnell regarding the preparation of the Agreement.

Dated this _____ day of _____, 2025.

City Council of the City of Grinnell:

**By: _____
Mayor**

November 13, 2025

Page 4

The Board of the Grinnell-Newburg Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Grinnell-Newburg Community School District and the City of Grinnell regarding the Agreement.

Dated this _____ day of _____, 2025.

Board of the Grinnell-Newburg Community School District:

By: _____
Board Chair

4913-6086-0025-1\10542-1000

RESOLUTION NO. 2025-204

A RESOLUTION APPROVING CONTRACT CHANGE ORDER NO. 2 IN THE AMOUNT OF \$12,344.25 FOR A NET INCREASE TO THE CONTRACT WITH WRH, INC. FOR THE WATER TREATMENT PLANT PROJECT.

WHEREAS, the City of Grinnell did enter into a contract with WRH, Inc. on December 2, 2024, for the Water Treatment Plant Project; and

WHEREAS, WRH, Inc. has submitted Contract Change Order No. 2 for a net increase in the contract of \$12,344.25; and

WHEREAS, the Project Engineer has reviewed the change order and recommends approval of Contract Change Order No. 2; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Grinnell, Iowa, in regular session this 17th day of November 2025 that the contract amount has increased by \$12,344.25 in accordance with Contract Change Order No. 2 is hereby approved as executed.

Passed and approved this 17th day of November 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

	CONTRACT CHANGE ORDER	Change Order Number:	002	
		MEC Project Number:	2022000116-003	
		Contract Date:	12/2/2024	
For Contracted Project:	Water System Improvements 2023 Water Treatment Plant	Date of Issuance:	11/17/2025	
		Effective Date:		
		Original Contract Price:	\$ 18,990,000.00	
Owner:	City of Grinnell	Current Contract Price:	\$ 19,078,889.44	
Contractor:	WRH, Inc.	Current Contingency Allowance:	\$ -	
		Current Substantial Completion Date:	12/31/2026	
You are hereby requested to comply with the following changes below from the original contracted plans and specifications.				
Description of Changes		ADJUSTMENT to Substantial Completion Date	DECREASE in Contract Price	INCREASE in Contract Price
1. CAR-11: Application of solvent-based air barrier in lieu of water-based air barrier.		20	\$ -	\$ 4,583.32
2. CAR-12: Additional steel angle installed in overhead door openings.		-	\$ -	\$ 7,760.93
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
Totals:		20	\$ -	\$ 12,344.25
Updated Substantial Completion Date:		1/20/2027		
Net Change to Contract Price:			\$	12,344.25
Updated Contract Price:			\$	19,091,233.69
Justification:	See attached PCO Breakdown.			
The Amount of the Contingency Allowance will be UNCHANGED by the Sum of:				N/A
Zero and 00/100 Dollars				
The Total Remaining Contingency Allowance including this and previous Change Orders will be:				N/A
Zero and 00/100 Dollars				
The Amount of the Contract will be INCREASED by the Sum of:				\$12,344.25
Twelve Thousand, Three Hundred Forty-Four and 25/100 Dollars				
The Total Contract Price including this and previous Change Orders will be:				\$19,091,233.69
Nineteen Million, Ninety-One Thousand, Two Hundred Thirty-Three and 69/100 Dollars				
The Contract Period provided for Substantial Completion will be INCREASED to:				1/20/2027
This Document will become a Supplement to the Contract dated 12/02/2024, and all Provisions will apply hereto.				
Requested By:	Contractor: WRH, Inc.		11-14-2025 Date	
Recommended By:	Engineer: McClure Engineering Co.		11-14-2025 Date	
Accepted By:	Owner: City of Grinnell		11-17-2025 Date	
Approved by Funding Agency: (if applicable)			Date	
This information will be used as a record of any changes to the Original Construction Contract.				

Project Change Order Justification Breakdown

For (Contract):	Water System Improvements 2023		Project Documentation:	Change Approval Requests (11 & 12)
	Water Treatment Plant			
Item	Description	Approved Requested Change Order Value	Comment	
1	CAR-11: Application of solvent-based air barrier in lieu of water-based air barrier.	\$ 4,583.32	Due to delays outside of the Contractor's control and as cold weather occurs, water-based air barrier cannot be applied per the manufacturer's recommendations. In lieu of water-based air barrier, the Contractor will apply a solvent-based air barrier	
2	CAR-12: Additional steel angle installed in overhead door openings.	\$ 7,760.93	Additional steel angle will be installed on overhead door openings to improve serviceability of the overhead door system.	
	Totals	\$ 12,344.25		



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Project: Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa
CAR No.: 11 **DATE:** October 27, 2025 **Job No.:** 2402-001445
Reference: **Contract No.:** FS-79-24-DWSRF-0006

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request () Field Condition
() Owner Request () Suggested by Contractor
(X) Other

1) Description of Change:

The delays at the beginning of the project, along with ongoing jobsite coordination with the Well 10 project, have caused this scope of work to be delayed from the original schedule provided at the start of the project. Due to recent weather conditions and low temperatures, installation of the air barrier was stopped last week. The approved product, TK-2104, is a water-based system with an installation and curing temperature range of 40°F to 100°F. Total Seal, LLC has provided an alternative product, TK-2105, which is a solvent-based air barrier that can be installed in temperatures ranging from 0°F to 100°F. Once approved, the material will take approximately one week to arrive onsite. Total Seal can be back onsite to resume installation as soon as November 10, 2025. The new product information is attached for review and approval. Please advise

2) It is requested that the completion date be:

(X) extended / () reduced by 20 calendar days

3) Basis of Payment:

- a) (x) Firm price for performing this change along with attached supporting details is (X) increased by / () decreased by **\$ 4,583.32**
- b) () Unit Price **\$ -**
- c) () Change to be performed per unit prices in Contract **\$ -**
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.

Approximate Estimate is: \$ -

FOR OWNER'S USE

() CHANGE WILL NOT BE MADE

PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments:

WENDLER	Submitted	<u>10/27/2025</u>
		Date
Signature: <u>Colton Singbeil</u>		
By: Colton Singbeil		
Title: Project Manager		

Approved	<u> </u>
Date	
Signature: <u> </u>	
By: <u> </u>	
Title: <u> </u>	



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa

Date: October 27, 2025

11

The delays at the beginning of the project, along with ongoing jobsite coordination with the Well 10 project, have caused this scope of work to be delayed from the original schedule provided at the start of the project. Due to recent weather conditions and low temperatures, installation of the air barrier was stopped last week. The approved product, TK-2104, is a water-based system with an installation and curing temperature range of 40°F to 100°F. Total Seal, LLC has provided an alternative product, TK-2105, which is a solvent-based air barrier that can be installed in temperatures ranging from 0°F to 100°F. Once approved, the material will take approximately one week to arrive onsite. Total Seal can be back onsite to resume installation as soon as November 10, 2025. The new product information is attached for review and approval. Please advise

	Quantity	Unit	Unit Rate	Line Total
Subcontractors				
Total Seal, LLC.	1	LS	\$ 4,050.00	\$ 4,050.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			SUBTOTAL	\$ 4,050.00

Labor				
Project Manager	0.0	mhr	\$ 184.36	\$ -
Asistant Project Manager	0.0	mhr	\$ 90.96	\$ -
Safety Professional	0.0	mhr	\$ 94.33	\$ -
Superintendent - ST	2.0	mhr	\$ 104.76	\$ 209.52
Superintendent - OT	0.0	mhr	\$ 157.14	\$ -
Foreman - ST	0.0	mhr	\$ 98.96	\$ -
Foreman - OT	0.0	mhr	\$ 148.44	\$ -
Carpenter - ST	0.0	mhr	\$ 98.96	\$ -
Carpenter - OT	0.0	mhr	\$ 148.45	\$ -
Operator (A) - ST	0.0	mhr	\$ 98.50	\$ -
Operator (A) - OT	0.0	mhr	\$ 147.75	\$ -
Operator (B) - ST	0.0	mhr	\$ 92.48	\$ -
Operator (B) - OT	0.0	mhr	\$ 138.72	\$ -
Laborer - ST	0.0	mhr	\$ 92.78	\$ -
Laborer - OT	0.0	mhr	\$ 139.17	\$ -
ATV Driver - ST	0.0	mhr	\$ 92.48	\$ -
ATV Driver - OT	0.0	mhr	\$ 138.72	\$ -
Truck Driver - ST	0.0	mhr	\$ 92.48	\$ -
Truck Driver - OT	0.0	mhr	\$ 138.72	\$ -
			SUBTOTAL	\$ 209.52

Equipment (without operator)			
General Conditions	day	\$2,224.60	\$0.00
Wendler Winter Conditions	day	\$2,000.00	\$0.00
Skidloader - Tracked/Rubber Tire	Hr	\$55.47	\$0.00
End loader - Rubber Tire	Hr	\$117.88	\$0.00
Telehandler	Hr	\$76.27	\$0.00
Excavator - Mini	Hr	\$62.41	\$0.00



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Excavator - 34,000 LB	Hr	\$97.08	\$0.00
Excavator - 68,000 LB	Hr	\$194.15	\$0.00
Vacuum Excavator - Trailer	Hr	\$97.08	\$0.00
Vacuum Excavator - Truck	Hr	\$277.37	\$0.00
110 Crawler Crane	Hr	\$343.23	\$0.00
Dozer	Hr	\$124.81	\$0.00
Water Pump	Hr	\$49.00	\$0.00
Compactor	Hr	\$55.47	\$0.00
Ground Heater	Hr	\$13.87	\$0.00
GPS Base/Rover/ Machine Control	Hr	\$76.27	\$0.00
Truck	Hr	\$14.00	\$0.00
Flatbed Truck	Hr	\$69.34	\$0.00
Boom Truck	Hr	\$173.35	\$0.00
Pump Truck	Hr	\$362.56	\$0.00
Dump Truck	Hr	\$80.00	\$0.00
Semi & Trailer	Mi	\$3.47	\$0.00
<i>SUBTOTAL</i>			<i>\$0.00</i>

Material

	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	\$	-	\$	-
	<i>SUBTOTAL</i>		<i>\$</i>	<i>-</i>

C.A.R. SUBTOTAL ***\$*** ***4,259.52***

Overhead, Subcontractors 5.00% \$ 202.50

Overhead, Self-Performed 15.00% \$ 31.43

\$ ***4,493.45***

Bond 2.00% \$ 89.87

Total Proposed Change ***\$*** ***4,583.32***

TOTAL SEAL, LLC.

P.O. Box 20

PH: 608-482-2391

Darlington, Wis. 53530

10-24-2025

WRH, Inc.

PO Box 256

Amana, Iowa 52203

Project: Grinnell WTP Improvements

Contract: SC-1445-028

Scope: Air barrier options

This change order request is for Total Seal, LLC. installing TK-2105

solvent based air barrier. Installation can be in temperatures

From 0 to 100. The approved system TK-2104 is a water-based system,

with temperature range of 40 to 100 for installation/cure time.

The estimated square footage is for 5,763 on the north and south elevations.

The estimated TK 2104 cost for this area is \$4,100.00.

The estimated TK 2105 cost for this area is \$8,150.00

This change order will increase the contract by \$4,050.00

Change order amount-Add \$4,050.00

If there are question's please contact me.

Sincerely,

Greg Glendenning

Total Seal, LLC.

Accepted by:

Date:

TK-AIRMAX® 2105

Vapor Permeable Solvent-Borne Air/Weather Barrier

Fluid Applied Air/Weather Barrier | Division 7: Section 072500/072726

Item No. TK-2105

PRODUCT DESCRIPTION

TK-AIRMAX® 2105 VP is a vapor permeable, high performance, solvent borne, silicone (SPE) based liquid membrane air/weather barrier for use on both commercial and residential concrete, masonry, exterior gypsum, plywood and OSB board. TK-AIRMAX® 2105 VP weather barrier creates a seamless, tough film to act as a solid barrier against air leakage (infiltration/exfiltration), resulting in energy savings while also restricting moisture which could lead to structural damage, mold or mildew.

Features:

- Reduces air flow through exterior walls, resulting in energy savings.
- Creates a tough, seamless, elastomeric film with superior water repellency.
- Bridges cracks and moves with the substrate throughout a wide range of temperatures.
- Maintains flexibility throughout multiple weathering cycles - contains no plasticizers and will not become hard or brittle through many years of exposure.
- Forms a waterproofing membrane to deflect wind driven rain, yet is permeable to water vapor to allow unwanted moisture to escape the occupied area and substrate.
- Excellent resistance to dirt, acid, alkali, airborne pollutants, mildew and degradation from freeze/thaw cycles and ultraviolet rays.
- Provides UV resistance for 12 months.

USES:

May be applied to any properly prepared exterior concrete, block, precast panels, plywood, OSB board, CMU and exterior grade gypsum sheathing.

APPLICATION PROCEDURES:

PREPARATION:

Material is ready for use and requires no mixing unless signs of separation are observed. It is unlawful to further reduce with non-exempt solvents. A clean, dry and frost free surface is required. The substrate should be free of bond breakers, sharp protrusions, or other matter that will prevent product adhesion.

New Concrete preparation - New concrete should be allowed to cure until free moving or bleed water has completely dissipated (17% or less moisture content). Concrete block and walls that have been laid or poured late in the year should be allowed to gain sufficient strength for proper adhesion with this product.

Existing Concrete preparation - Existing concrete surfaces must be thoroughly cleaned of bond breakers prior to application. All previous coatings and foreign materials must be removed.

EQUIPMENT:

A typical sprayer is a Graco 733/833 with a tip size of 0.033 to 0.037. Use 100' of 1/2" hose connected to the pump, with an additional 50' of 3/8" hose connected to the 1/2" hose. Roll/brush and/or power roller application will also work. It is required that solvent resistant spray equipment (siphon tube, pump, hoses and transfer pumps) be thoroughly flushed with Xylene prior to and following use, or if pump is to sit idle for more than one hour. Leftover material will gel/cure and result in damage to the equipment.

APPLICATION:

Masonry:

CMU mortar must be tooled at a minimum. Any voids, form tie holes and honeycombed areas should be filled and repaired prior to application of air barrier. Remove loose mortar, smears, dirt and bond breakers that will affect proper adhesion. Remove mortar droppings from form ties, brick anchors and footer.

TECHNICAL DATA

Weight per gallon:	10.79 lbs
% Solids by Weight:	92%-93%
Flash Point:	40°F
Drying Time:	Tack Free Full Cure
	2-12 hours 24-72 hours (dependent on ambient temperatures & humidity)
VOC Content:	< 100 g/l
A.I.M. Category:	Waterproofing Sealers and Treatments Maximum VOC 600 g/l

TESTING DATA

Applicable Standard	Product Performance
ASTM E2178: Air Performance of Building Materials	<0.0014 L/(s•m²) = 0.00028 CFM/ft²
NFPA 285: Fire Propagation Characteristics	Pass
ASTM E96: Vapor Permeability	10.48 Perms
ASTM C1305: Crack Bridging Ability	Pass
ASTM D1970: Seal Sealability	Pass
ASTM D412: Vulcanized Rubber/ Thermoplastic Elastomers	400% 175 psi
ASTM D4541: Adhesion Strength	CMU = 176 psi Gypsum Sheathing = 29 psi (gyp sheathing facing failed before air barrier results could be obtained) Metal Wall Panel = 151 psi
ASTM D3274/D3273: Fungus and Mildew Resistance	Pass
ASTM D624B-91: Resistance to Tearing	35 psi
ASTM C661: Shore A Hardness	30
ASTM C666: Freeze/Thaw Resistance	Pass
AATCC Test Method 127: Water Resistance	Pass
DIN EN 14891, A.6.2: Tensile Adhesion with Tiles	100 psi

Apply TK-AIRMAX® 2105 VP by spray, brush or roller directly to the surface.

Exterior Gypsum Sheathing:

Fasten corners and edges with appropriate screws. Fasteners should be driven straight and flush with the panel surface rather than countersunk. It is recommended that all joints and seams are to be pre- or post-caulked with TK-SUPER SEAL PE™, making sure to knife the caulk and allow to cure before application of TK-AIRMAX 2105 VP. Joints and seams may also be post-taped with TK-CLIMATE FLASH™. All inside and outside corners need to be post-taped with TK-CLIMATE FLASH™ (6"). Allow TK-AIRMAX 2105 VP to cure before applying tape or caulk.

Apply by spray, brush or roller directly to exterior sheathing panels (i.e. exterior drywall, oriented strand board (OSB) plywood and glass faced board).

Penetrations:

Transition and Control Joints - Joints between 1/32" and 1/2" should be pre- or post-caulked with TK-SUPER SEAL PE™ or post-taped with TK-CLIMATE FLASH™. If post-applying TK-AIRMAX 2105 VP over caulking membrane, allow caulk to cure before applying TK-AIRMAX® 2105 VP. Larger Joints - Joints larger than 1/2" should be detailed with TK-CLIMATE FLASH™ prior to application of TK-AIRMAX® 2105 VP.

Windows and Doors:

Apply AIRMAX® 2102 NON-PERMEABLE to all openings where a primary and/or secondary seal will be installed overtop of the air barrier, or where TK-CLIMATE FLASH and/or TK-SUPER SEAL will be used to detail windows, doors or rough openings. Use only pre-approved sealants or caulks.

Large Openings:

On openings greater than 3/8", apply TK-AIRMAX® 2105 VP to the substrate, allow to fully cure, then cover with TK-CLIMATE FLASH™. On expansion joints, apply TK-AIRMAX® 2105 VP directly to the substrate, allow to cure, then apply TK-CLIMATE FLASH™ overtop the cured membrane.

Thru-Wall Flashings:

Wherever installing a thru-wall flashing over cured TK-AIRMAX 2105 VP, it must be mechanically fastened with the top edge caulked and knifed using TK-SUPER SEAL™.

Roofing:

Apply TK-AIRMAX® 2102 NON-PERMEABLE where water base roof adhesives will be used to secure roofing membranes.

COVERAGE:

Note that the coverage rate is inversely affected by the texture and porosity of the substrate, therefore substrates that are very porous will result in lower coverage rates (less square foot per gallon coverage). One coat of TK-AIRMAX® 2105 VP is sufficient when applied at 64-89 square feet per gallon, or 18-25 wet mil film (16-22 DFT). Any area that is thin may be recoated up to one month after initial application..

CLEAN UP:

Use TK-00 XYLENE to clean tools and equipment. Pump solvent through the spray equipment to remove material residue which can cure and clog the hose and pump assembly. Once the material cures, it is inert to clean-up solvents. It is required that solvent resistant spray equipment (siphon tube, pump, hoses and transfer pumps) be thoroughly flushed with Xylene

prior to, following use, or if pump is to sit idle for more than one hour. Leftover material will gel/cure and result in damage to the equipment.

LIMITATIONS:

- SAFETY PRECAUTIONS: A fitted organic/carbon filter respirator, and appropriate eye protection, must be worn at all times during application of this product.
- Ambient and substrate temperatures should be above 0°F at the time of application.
- This product will not freeze, however it should be warmed and temperature maintained at 55°F or warmer before use. Product will flow/spray better at higher temperatures.
- Minimize exposure of the pump to cold weather and keep the hose wrapped until use. Do not pull excess hose from the reel.
- Do not apply if precipitation is expected within the cure time of the coating.
- Cure times are extended by low temperatures and/or low humidity. In ideal conditions (70°F/50% relative humidity), cure time is less than 24 hours.
- Do not apply to wet, damp or frosty substrates.
- Silicone rubber sealants and caulks should not be applied over this product without testing beforehand.
- This product should be fully cured before rigid insulation is installed over the membrane.
- This product cures through a reaction with atmospheric moisture. It is advised to use the entire contents of the container upon use as exposure of unused contents to the atmosphere can result in viscosity increases or gellation.

FIRST AID:

- Consult this product's safety data sheet for additional health and safety information. Safety Data Sheets are available through TK distributors, the TK office and the TK website.

AVAILABILITY:

TK-AIRMAX® 2105 VP is available through TK Distributors. Contact TK Products for the nearest distributor.

Available in Dark Gray color.

Packaged in 55-gallon drums and 5-gallon pails.

AIRMAX® SYSTEM DETAIL ACCESSORY PRODUCTS

The following tapes and caulks have been developed as accessory products for the AIRMAX® System

- CLIMATE FLASH™ Flashing Tape
- SUPER SEAL PE™ Polyether Joint Sealant
- SS Flashing™ Stainless Steel Flashing
- TWF-18™ Stainless Steel Thru Wall Flashing

Please visit the TK Products website for more information, or to access technical data sheets for these products.

CONDITIONS OF SALE/ LIMITED WARRANTY

TK Products, division of the Sierra Corporation, warrants that its products conform to the label descriptions, are free from manufacturing defects, and are fit for the ordinary purposes for which such goods are used. Inasmuch as the use of TK Products' product by others and other factors affecting product performance are beyond TK Products' control, TK Products does not guarantee the results to be obtained. There are no warranties except as stated herein, either express of implied, including implied warranties of merchantability or fitness for a particular purpose. SHOULD ANY TK PRODUCTS' PRODUCT FAIL TO GIVE SATISFACTORY RESULTS, TK PRODUCTS WILL REPLACE THE PRODUCT, OR AT ITS OPTION, REFUND THE PURCHASE PRICE. THIS IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF TK PRODUCTS' PRODUCTS TO PERFORM AS WARRANTED AND SHALL ALSO CONSTITUTE LIQUIDATED DAMAGES IN CASE OF LOSS. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE ENTITLED TO ANY OTHER REMEDY OR DAMAGES. REMEDIES FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. TK Products does not authorize any person to assume for it any other liability in connection with the sale or use of its products unless specifically authorized by TK Products in writing.

TK DISCLAIMER:

Every effort has been made to ensure the accuracy of the above information and to avoid infringement of any patent or copyright. The information is based on field tests by government and private agencies, as well as lab tests, and on technical data from raw material manufacturers. The person(s) specifying or requesting the use of these products is responsible for assuring their suitability for a specific use, as well as the proper application of the products. Where there is any question as to the suitability of a particular product, a small test patch is recommended. See also CONDITIONS OF SALE/ LIMITED WARRANTY (Section 7) above.



TK Products Construction Coatings

11400 West 47th Street Minnetonka, MN 55343

800-441-2129 toll free | 952-938-8084 fax | www.tkproducts.com

Page 2 of 2
TK-AIRMAX® 2105 VP



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Project: Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa
CAR No.: 12 Rev 1 **DATE:** November 11, 2025 **Job No.:** 2402-001445
Reference: **Contract No.:** FS-79-24-DWSRF-0006

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request (X) Field Condition
() Owner Request (X) Suggested by Contractor
() Other

1) Description of Change:

Due to the need for serviceability and potential future maintenance of the garage doors, we propose returning the brick to the face of the CMU block. A matching piece of brake metal or steel would be installed at the CMU jamb. This approach allows the door to remain serviceable without the need to remove brick masonry if the door is ever damaged. A foam expansion strip would also be installed between the CMU and brick. Please advise

2) It is requested that the completion date be:

(X) extended / () reduced by _____ calendar days

3) Basis of Payment:

- a) (x) Firm price for performing this change along with attached supporting details is (X) increased by / () decreased by **\$ 7,760.93**
- b) () Unit Price _____
- c) () Change to be performed per unit prices in Contract \$ -
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.

Approximate Estimate is: \$ -

FOR OWNER'S USE

() CHANGE WILL NOT BE MADE

PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
() Unit Price in Contract () No Change

Comments:

WENDLER	Submitted	<u>11/14/2025</u>
		Date
	Signature: <u>Colton Singbeil</u>	
	By: Colton Singbeil Title: Project Manager	

Approved	_____
	Date
Signature: _____	
By: _____ Title: _____	



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Water System Improvement 2023 Water Treatment Plant Grinnell, Iowa

Date: November 11, 2025

12 Rev 1

Due to the need for serviceability and potential future maintenance of the garage doors, we propose returning the brick to the face of the CMU block. A matching piece of brake metal or steel would be installed at the CMU jamb. This approach allows the door to remain serviceable without the need to remove brick masonry if the door is ever damaged. A foam expansion strip would also be installed between the CMU and brick. Please advise

	Quantity	Unit	Unit Rate	Line Total
Subcontractors				
SMI - deduct for exterior brick around corners	1	LS	\$ (1,850.00)	\$ (1,850.00)
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			SUBTOTAL	\$ (1,850.00)

Labor				
Project Manager	0.0	mhr	\$ 184.36	\$ -
Asistant Project Manager	0.0	mhr	\$ 90.96	\$ -
Safety Professional	0.0	mhr	\$ 94.33	\$ -
Superintendent - ST	0.0	mhr	\$ 104.76	\$ -
Superintendent - OT	0.0	mhr	\$ 157.14	\$ -
Foreman - ST	0.0	mhr	\$ 98.96	\$ -
Foreman - OT	0.0	mhr	\$ 148.44	\$ -
Carpenter - ST	0.0	mhr	\$ 98.96	\$ -
Carpenter - OT	0.0	mhr	\$ 148.45	\$ -
Operator (A) - ST	0.0	mhr	\$ 98.50	\$ -
Operator (A) - OT	0.0	mhr	\$ 147.75	\$ -
Operator (B) - ST	0.0	mhr	\$ 92.48	\$ -
Operator (B) - OT	0.0	mhr	\$ 138.72	\$ -
Laborer - ST	0.0	mhr	\$ 92.78	\$ -
Laborer - OT	0.0	mhr	\$ 139.17	\$ -
ATV Driver - ST	0.0	mhr	\$ 92.48	\$ -
ATV Driver - OT	0.0	mhr	\$ 138.72	\$ -
Truck Driver - ST	0.0	mhr	\$ 92.48	\$ -
Truck Driver - OT	0.0	mhr	\$ 138.72	\$ -
			SUBTOTAL	\$ -

Equipment (without operator)			
General Conditions	day	\$2,224.60	\$0.00
Wendler Winter Conditions	day	\$2,000.00	\$0.00
Skidloader - Tracked/Rubber Tire	Hr	\$55.47	\$0.00
End loader - Rubber Tire	Hr	\$117.88	\$0.00
Telehandler	Hr	\$76.27	\$0.00
Excavator - Mini	Hr	\$62.41	\$0.00



Change Authorization Request

**BUILD TODAY FOR
A BETTER TOMORROW**

Excavator - 34,000 LB	Hr	\$97.08	\$0.00
Excavator - 68,000 LB	Hr	\$194.15	\$0.00
Vacuum Excavator - Trailer	Hr	\$97.08	\$0.00
Vacuum Excavator - Truck	Hr	\$277.37	\$0.00
110 Crawler Crane	Hr	\$343.23	\$0.00
Dozer	Hr	\$124.81	\$0.00
Water Pump	Hr	\$49.00	\$0.00
Compactor	Hr	\$55.47	\$0.00
Ground Heater	Hr	\$13.87	\$0.00
GPS Base/Rover/ Machine Control	Hr	\$76.27	\$0.00
Truck	Hr	\$14.00	\$0.00
Flatbed Truck	Hr	\$69.34	\$0.00
Boom Truck	Hr	\$173.35	\$0.00
Pump Truck	Hr	\$362.56	\$0.00
Dump Truck	Hr	\$80.00	\$0.00
Semi & Trailer	Mi	\$3.47	\$0.00
SUBTOTAL			\$0.00

Material

Bent angles - painted Iron ore black	1	LS	\$ 8,640.00	\$ 8,640.00
5" flat stock - painted Iron ore black	1	LS	\$ (1,200.00)	(1,200.00)
Tap con screws - 5 boxes	1	LS	\$ 250.00	250.00
Green Treated Lumber (2 by 4 & plywood)	1	LS	\$ 285.00	285.00
Exterior grade Screws - 5 box	1	LS	\$ 250.00	250.00
SUBTOTAL			\$	8,225.00

C.A.R. SUBTOTAL \$ 6,375.00

Overhead, Subcontractors	5.00%	\$ -
Overhead, Self-Performed	15.00%	\$ 1,233.75

\$ 7,608.75

Bond 2.00% \$ 152.18

Total Proposed Change \$ 7,760.93



Change Order Request

SEEDORFF MASONRY, INC.

12345 UNIVERSITY AVE STE 100

CLIVE IA 50325-8284

Phone: (515)289-2036

Fax: (515)289-2034

Date: 10/29/2025

To: WRH INC
PO BOX 256
AMANA, IA 52203

SMI Job #: 24061-

Name: GRINNELL WTP IMPROVEMENTS
703 BROAD ST
GRINNELL, IA 50112

Change Order Request #: 2 Description: Eliminate brick returns at OH doors

We hereby submit specifications and estimates based on the terms and conditions of our executed contract.

Details: Eliminate brick returns at OH doors so the OH door rails remain serviceable without demo of masonry if they become damaged.

We Propose hereby to furnish labor and material - complete in accordance with the above specifications, for
a DEDUCT of \$(1,850.00)

Please note that Seedorff Masonry, Inc. will require - Will Be Determined - extra days to complete this work.

Price Breakdown

Description	Quantity	UM	Unit Cost	Amount
Deduct Brick Returns at OH doors	-1.0	LS	\$ 1,850.00	\$-1,850.00
				\$-1,850.00
			Total:	\$-1,850.00

Submitted by:

Matt Banse

Matt Banse

SEEDORFF MASONRY, INC.

Note: This proposal is only valid for 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreement herewith shall be evidenced by the Customer's signature hereon or by permitting Seedorff Masonry, Inc. to commence this work.

Firm: _____

Signature: _____

Date of Acceptance: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



All State Steel LLC

280 50th Avenue SW • Cedar Rapids, IA 52404

Phone (319)373-0291 • Fax (319)373-8451

November 7, 2025

Colton Singbeil
Wendler
South Amana, IA

All State Steel offers to fabricate the following for the Grinnell WTP Project located in Grinnell, IA per list provided by Colton Singbeil

Lump sum of \$8190.00 (no sales tax included)

Includes: (14) –bent angles 11" x 4" x 3/16" with 5/8" holes 9" on center in the 11" leg, (6 @ 12'-4" and 8 @ 10'-4") painted iron ore black, no delivery, WRH to pick up at my shop.

Voluntary add – Lump sum of \$450.00 (no sales tax included) to deliver the 14 bent angles to Grinnell, IA.

Excludes:

Steel framing and supports for applications where framing and supports are not.

Specified in other sections.

Miscellaneous steel trim

Loose bearing and leveling plates for applications where they are not specified in other sections.

Trench drains

No finish paints.

Toilet partition support

Fencing/Signage

Steel relating to or for case work.

Cold formed metal framing and or trusses

All other labor and materials not mentioned in the above inclusions.

Grouting labor and materials

Retain age.

Special permits

Labor and materials for items on the MEP drawings
Testing and inspection costs
Design and/or engineering services or engineers stamp on drawings.
Tolerances more stringent than AISC Code of Standard Practice, 9th Edition
Temporary bracing or shoring
Fasteners for other trades
Any materials indicated on Mechanical and Electrical drawings.
Material escalation of raw materials after bid date.
Non-Ferrous metals
Roof hatch(s)
Gauged materials and/or materials not sized on provided drawings.
Special insurances, liquidated damages, delay damages without a specific delivery date, or bonds.

Terms and Conditions

Delivery to be determined at time of award.
Our price is good for 10 Days from date of quote.
Payment terms- Net 10 days. Overdue invoices subject to
Finance charges at 1½ % per month (A.P.R.-18%) and all
Collection costs, including attorney's fees."

Thank you for the opportunity to quote this project:

Troy Caspers

Project Estimator
All State Steel
319-373-0291 Phone
319-533-3718 Cell
319-373-8451 Fax
tcaspers@allstatesteel.net

Accepted By: _____

Date: _____

Contractor: _____



25th ANNUAL LUMINARY EVENT

It's that time of year again! The Tenth Avenue Place Luminary night is Saturday, December 20, 2025 from 5 to 9 p.m.

Set up begins at 1:30 p.m. on Saturday, December 20. Lighting begins at 4:15 p.m.

The entrance to the luminaries will be on Hobart Street and the exit will be on Linden Street. Signs will be placed accordingly to direct the traffic.

Pick up of luminaries begins at 8 a.m. on Sunday, December 21.

Sheryl Parmley

sherylparmley@gmail.com

641-990-3738

RESOLUTION NO. 2025-205

RESOLUTION APPROVING A SUBSCRIPTION SERVICES AGREEMENT WITH LEADS ONLINE FOR POWER PLUS INVESTIGATION SYSTEM.

WHEREAS, the City Council of the Grinnell Police Department desires to enter into an agreement for an investigation system;

WHEREAS, the city desires to maintain a subscription service with Leads Online for investigation services;

WHEREAS, the Subscription Services Agreement outlines the terms and conditions needed for the investigation system; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor and City Clerk are hereby directed and authorized to sign the agreement with Leads Online for an investigation system for the Police Department.

Passed and approved this 17th day of November 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

LEADSONLINE ORDER SUMMARY No. S-16662

AGENCY ID: 5393 | ORDER TOTAL: \$3,106.00

CUSTOMER:

CITY OF GRINNELL, IOWA

UNIT:

POLICE DEPARTMENT

YEAR ONE *(Due Now)*

DUE DATE	SCOPE OF SERVICES	RATE	QTY	AMOUNT
11/15/2025	PowerPlus Investigations System	\$3,106.00	1	\$3,106.00
			Total:	\$3,106.00

PAYMENT TERMS & TAXES

Unless otherwise specified on the Order Form(s), Customer must pay all fees within 30 days of each anniversary during the Initial Term and any subsequent Renewal Term. Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s). Eligible credits will be reviewed, assessed, and applied following the full execution of the Agreement and Order Form(s).

FEES ARE EXCLUSIVE OF SALES, USE, WITHHOLDING, VAT, AND OTHER SIMILAR TAXES, AND IF REQUIRED BY LAW CUSTOMER IS RESPONSIBLE FOR PAYMENT OF SUCH TAXES. ANY TAXES REFERENCED AND/OR QUOTED ARE ESTIMATES ONLY, AND NOT ALL SERVICES AND/OR HARDWARE MAY BE SUBJECT TO TAXATION. FINAL TAX AMOUNTS WILL BE DETERMINED BASED ON APPLICABLE LAWS AT THE TIME OF INVOICING.

CUSTOMER SHOULD PROVIDE A TAX EXEMPTION CERTIFICATE, IF APPLICABLE.

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (**Agreement**) is between LeadsOnline, LLC, a Delaware limited liability company (**LeadsOnline**), City of Grinnell, Iowa (**Customer**), and is effective as of the date of the last signature below. This Agreement contemplates one or more Order Forms for Services, which are governed by the terms of this Agreement.

1. SERVICE

- a. This Agreement and the applicable Order Form provide Customer access to and usage of solution services involving hardware devices provided by LeadsOnline with accompanying software needed to operate such hardware and/or an Internet-based software service, including, without limitation, its features, functions, and user interface, and underlying software, which may be limited to a set number of Eligible Users, as defined and specified on an Order Form (**Service**).

2. USE OF SERVICE

- a. **Customer Owned Data.** All data, information, images, and files uploaded or otherwise entered by Customer into the Service remains the property of Customer, as between LeadsOnline and Customer (**Customer Property**), unless otherwise specified in the applicable Order Form regarding licensing terms for the Service offered under said Order Form.
- b. **Responsibilities for Customer Property.** Customer represents and warrants to LeadsOnline that Customer has provided all required notices and has obtained all required licenses, permissions, and consents regarding Customer Property for use within the Service under this Agreement. Customer grants LeadsOnline the right to use the Customer Property solely for Purposes of performing under this Agreement (which includes, without limitation, the right for LeadsOnline to enhance its technology and offerings). LeadsOnline will purge any or all Customer Property upon Customer's written request. Customer may export its Customer Property as allowed by functionality within the Service.
- c. **General Responsibilities.** Customer must (i) ensure that access to Service and information produced by or derived from it is limited to the Purpose defined in the Order Form, (ii) maintain any data accessed, received or otherwise derived from Service according to all applicable statutes, laws and regulations for use and disclosure of non-public personal information, (iii) connect to Service only using devices and browsers with proper encryption, (iv) promptly notify LeadsOnline (within the Service or by email to support@leadsonline.com) when an Eligible User is no longer employed by Customer or is no longer authorized to access Service, (v) ensure that each Eligible User is acting within the bounds of their authority from Customer and within their legal rights to search, possess, enter, analyze and use, all information and data submitted to and received from the Service, (vi) refrain from any use, misuse or actions related to Service or Data that infringe, misappropriate, or otherwise violate any right of anyone, or that violate any applicable law, and ensure that any instructions or directives Customer gives to or regarding anyone do not conflict with applicable laws, (vii) use any hardware provided by LeadsOnline solely for the Purpose defined in the Order Form and in accordance with all applicable instructions, policies, and documentation provided by LeadsOnline, (viii) ensure that the hardware is used only by Eligible Users authorized under this Agreement and is not transferred, loaned, or sublicensed to any unauthorized person or entity, (ix) keep all hardware provided as part of the Service in good working condition, refrain from any unauthorized repairs, modifications, or tampering, and promptly notify LeadsOnline of any malfunction, damage, or loss, and (x) verify the accuracy, timeliness, context and relevance of information or communication from Service or personnel prior to taking action. Customer acknowledges that LeadsOnline does not enforce laws, does not provide legal advice, and does not claim to have authority or expertise in legal or law enforcement matters.
- d. **Governmental Agency Public Records Clause.** If Customer is a government agency and is required by law to permit the inspection and copying of public records, Customer acknowledges the Service contains information protected by exemptions to public disclosure laws in many states, and if Customer searches the Service in response to a request for Public Records, Customer is acting on its own accord. LeadsOnline does not grant Customer access to the Service for the Purpose of searching for or creating records to respond to a public records request when Customer did not have the record in its possession at the time of the request.
- e. **Customer Responsibilities.** Customer: (i) must keep its passwords secure and confidential and use industry-standard password management practices, and ensure that any credentials related to the hardware under the Service are protected from unauthorized access; (ii) is responsible for its access control policies and administration of access rights to its account within the Service, the acts and omissions of its users, and the legality and accuracy of any data submitted to the Service, may not share any access credentials and must also prevent unauthorized access, tampering, or misuse of any hardware provided under the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify LeadsOnline promptly of any such unauthorized access; (iv) may use the Service and any associated hardware only in accordance with the Service's technical

documentation (including without limitation, video tutorials) and applicable law; and (v) must follow all provided guidelines for hardware setup, maintenance, and operation to ensure compliance and functionality under the Service.

- f. **LeadsOnline Support.** Unless otherwise specified in the applicable Order Form, LeadsOnline must provide Customer support for the Service under the terms of LeadsOnline's Customer Support Policy (**Support**), which is located at leadsonline.com/customer-support.

3. WARRANTY DISCLAIMER

- a. **THE SERVICE IS PROVIDED 'AS IS' WITHOUT WARRANTY. LEADSONLINE DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. WHILE LEADSONLINE TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, CUSTOMER UNDERSTANDS THAT THE SERVICE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
- b. While Customer acknowledges that the Service may not be error-free and may not fully meet Customer's expectations, LeadsOnline does warrant that the Service is free from defects that will substantially affect performance, and that it has used commercially available tools designed to discern that no viruses or other security defects are present. LeadsOnline further warrants that the Service will function substantially in accordance with the Order Form. LeadsOnline will not intentionally introduce any virus, Trojan horse, spyware, malware, or other malicious code designed to erase, damage, or unlawfully interfere with Customer's equipment, data, or other programs. Notwithstanding the foregoing, Customer acknowledges and agrees that the Service may contain functionality that allows LeadsOnline to remotely disable or limit the hardware's operation in accordance with this Agreement, including but not limited to instances of non-payment or material breach by Customer.
- c. LeadsOnline cannot control the decisions and actions of Customer. LeadsOnline expressly disclaims and does not undertake or assume any duty, obligation or responsibility for any decisions, actions, reactions, responses, inaction by Customer or any other party as a result of or reliance on, in whole or in part, any use of the Service or information derived from it, or for any consequences or outcomes including death, injury, loss or damage to any property arising from or caused by any such actions decisions, reactions, responses, or inaction.

4. PAYMENT

- a. **Fees and Payment.** Customer must pay all fees as specified on the Order Form, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes.
- b. **Nonpayment.** LeadsOnline will provide electronic notice (within the Service) and notice to the email registered with LeadsOnline (Customer is responsible for maintaining an updated email address with LeadsOnline) of the non-payment of an open invoice. If the payment is not made within 7 days of the first notice, then LeadsOnline may suspend Service and Support until the amount is paid in full or terminate the Service upon 30 days' notice under Section 9(c).

5. MUTUAL CONFIDENTIALITY

- a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). LeadsOnline's Confidential Information includes, without limitation, the Service. Customer's Confidential Information includes, without limitation, the Customer Property.
- b. **Protection of Confidential Information.** Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of Discloser for any Purpose outside the scope of this Agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for Purposes consistent with this Agreement, and who have a legal obligation under law or policy regarding confidentiality or have signed confidentiality Agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this Agreement.
- c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently

developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order unless otherwise directed by the court.

6. INFORMATION SECURITY

- a. Data Security Measures.** To protect Customer Property from unauthorized disclosure, alteration, or misuse, LeadsOnline shall:
- i. Agree to the terms of the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Addendum.
 - ii. Ensure that LeadsOnline personnel with unescorted access to unencrypted Customer Property and/or physically secure locations have:
 - Completed CJIS Security Awareness Training and have passed the Level Four CJIS Security Test designed for Information technology personnel (system administrators, security administrators, network administrator).
 - Submitted to and successfully passed state of residency and national fingerprint-based record checks.
 - iii. Apply appropriate controls according to the AICPA Trust Services Criteria for Security so as to maintain a secure environment for all Customer Property.
 - iv. Maintain proper encryption of data in transit using 256-Bit Transport Layer Security (TLS) and at rest using FIPS 140-2 standards.
 - v. Maintain advanced firewall and intrusion protection, database partitioning, patch management, account management, identification and authentication, configuration management and third-party application and network penetration tests.
 - vi. Log events relative to access and use of the Services; maintain and protect logs from disclosure, alteration, or misuse.
 - vii. Respond to security incidents; In the event of a data breach (as defined by applicable law), of Customer Property, LeadsOnline will act to eliminate the breach, preserve forensic evidence, and notify Customer without undue delay. LeadsOnline shall have no obligation to notify consumers or regulatory authorities of a breach of Customer data that was not the result of a data security incident experienced by LeadsOnline.
 - viii. Purge any Customer Property upon Customer's written request.

7. INSURANCE

- a. Insurance Policies.** LeadsOnline shall maintain insurance policies for property, general liability, auto, workers compensation, errors and omissions/cyber liability insurance.
- b. Additional Insured.** For the purposes of this Agreement, Customer, its officers, officials, employees, and volunteers shall be deemed additional insureds on the general liability policy with respect to liability arising out of work or operations performed by or on behalf of LeadsOnline. Additional insured coverage shall be evidenced in the form of Blanket Certificate of Endorsement upon Customer's request.

8. PROPERTY

- a. Reservation of Rights.** LeadsOnline and its licensors are the sole owners of the Service, including all associated intellectual property rights, and they remain only with LeadsOnline. Title to any hardware provided under this Agreement passes to Customer upon full payment as specified in the Order Form; however, LeadsOnline retains all intellectual property rights related to any software, firmware, or proprietary technology embedded in or used to operate the hardware. Customer may not remove or modify any proprietary marking or restrictive legends in the Service. LeadsOnline reserves all rights that are not expressly granted in this Agreement.
- b. Restrictions.** Customer *may not*: (i) share, provide, sell, resell, rent, or lease the Service or use it in a service-provider capacity or allow access to the Service, its output, or any associated hardware, software, firmware, or proprietary technology by a third party, except as expressly permitted in this Agreement; (ii) use the Service or any hardware provided as part of the Service, to store or transmit unsolicited marketing emails, libelous, or otherwise objectionable, unlawful, or tortious material, or to store or transmit infringing material in violation of third party rights; (iii) interfere with or disrupt the integrity or performance of the Service, including but not limited to tampering with, modifying, or attempting to bypass any security, tracking, or management features within any software or hardware provided as part of the Service; (iv) attempt to gain unauthorized access to the Service or its related systems or networks or use any automated means to monitor, access or copy any data from the Service; (v) reverse engineer, decompile, disassemble, or

otherwise attempt to discover the underlying technology, software, or firmware of the Service or hardware, or modify, alter, or remove any proprietary markings or security features; (vi) resell, transfer, or dispose of the hardware in a manner inconsistent with this Agreement, including attempting to sublicense or lease it to a third party without LeadsOnline's prior written consent; the Service; or (vii) access the Service to build a competitive service or product, or copy any feature, function, or graphic. LeadsOnline may suspend Service to Customer if LeadsOnline believes in good faith that Customer's use of the Service poses threat to the security, availability, or legality of the Service; in such event, LeadsOnline will work with Customer to address the issue and restore Service as quickly as possible.

- c. **Audit Information.** LeadsOnline logs events related to user registration, contacts, access, and use of the Services for legal, audit, security, and support Purposes (**Audit Information**). Audit Information is not Customer Property.

9. TERM & TERMINATION

- a. **Term.** This Agreement continues until the 30th day after all Order Forms have expired or earlier terminated as provided below.
- b. **Term of Order Forms.** The term of each Order Form is specified in the Order Form.
- c. **Mutual Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day (30) notice/cure period if the breach has not been cured.
- d. **Termination by Mutual Consent.** This Agreement and/or any Order Form may be terminated by the mutual consent of both parties.
- e. **Termination of an Order Form Due to Non-Appropriation of Funds.** Government Customers may terminate services in an Order Form by providing sixty (60) days' written notice to LeadsOnline prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.
- f. **Return of Customer Property:**
- Within sixty (60) days after termination, upon written or electronic request LeadsOnline will make the Service available for Customer to export Customer Property as provided in **Section 2(a)**.
 - After such a sixty-day (60) period, LeadsOnline has no obligation to maintain the Customer Property and may destroy it.

10. LIABILITY LIMIT

- a. **Indemnification for Third-Party Claims.** LeadsOnline will defend or settle any third-party claim against Customer to the extent that such claim alleges that the LeadsOnline technology used to provide the Service violates a copyright, patent, or trademark (**IP Indemnity Claim**), if Customer: promptly notifies LeadsOnline of the claim in writing; cooperates with LeadsOnline in the defense; and allows LeadsOnline to solely control the defense or settlement of the claim. Costs. LeadsOnline will pay infringement claim defense costs it incurs in defending Customer, and LeadsOnline-negotiated settlement amounts, and court awarded damages. Process. If such a claim appears likely, then LeadsOnline may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If LeadsOnline determines that none of these are reasonably available, then LeadsOnline may terminate the Service and refund any prepaid and unused fees. Exclusions. LeadsOnline has no obligation for any claim arising from: Customer's misuse of the Services, LeadsOnline's compliance with Customer's designs, specification, instructions, or technical information; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; Customer's directives, access or use of, or laws or policies applicable to Customer regarding the information and sources thereof accessible via the Services including Customer Property; or technology or aspects not provided by LeadsOnline. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND LEADSONLINE'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**
- b. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LEADSONLINE IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**
- c. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR LEADSONLINE'S INDEMNITY OBLIGATIONS RELATING TO IP INDEMNITY CLAIMS, LEADSONLINE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY, EXCEPT THAT THE ABOVE LIMITATION DOES NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS FOR THE SERVICE.**

11. GOVERNING LAW & FORUM

- a. Government Customers.** This Agreement is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.
- b. All other Customers.** For all other Customers, this agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Collin County, Texas and Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

12. OTHER TERMS

- a. Entire Agreement and Changes.** This Agreement and the Order Form constitute the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or Agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No modification or waiver of any term of this Agreement is effective unless both parties sign an amendment to this Agreement.
- b. No Assignment.** Neither party may assign or transfer this Agreement to a third party, except that the Agreement and all Order Forms may be assigned without the consent of the other party as part of a merger or sale of all or substantially all a party's businesses, assets, not involving a competitor of the other party, or at any time to an Affiliate.
- c. Export Compliance.** The Service and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Service in a U.S.-embargoed country or in violation of any applicable export law or regulation.
- d. Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an employee, or partner of the other party or the other party's Affiliates.
- e. Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control, including but not limited to natural weather events and disasters, labor disruptions, and disruptions in the supply of utilities.
- f. Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this Agreement.
- g. No Additional Terms.** LeadsOnline rejects additional or conflicting terms of any Customer form-purchasing document.
- h. Order of Precedence.** If there is an inconsistency between this Agreement and an Order Form, the Order Form prevails.
- i. Survival of Terms.** All provisions of this Agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights, and such other provisions that by fair implication require performance beyond the term of this Agreement shall survive expiration or termination of this Agreement until fully performed or otherwise are inapplicable.
- j. Feedback.** If Customer provides feedback or suggestions about the Service, then LeadsOnline (and those it allows to use its technology) may use such information without obligation to Customer.

< < < SIGNATURE PAGE TO FOLLOW > > >

13. SIGNATURES

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

CITY OF GRINNELL, IOWA (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 611 4th Ave, Grinnell, Iowa 50112, United States

LEADSONLINE POWERPLUS INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM NO. Q-06466 | AGENCY ID: 5393

CUSTOMER:

CITY OF GRINNELL, IOWA

UNIT:

POLICE DEPARTMENT

1. SERVICE

- a. **Service.** LeadsOnline PowerPlus Investigations System Subscription for Law Enforcement Agency users (**Service**).
- b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

- a. **Law Enforcement Use.** Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

- a. **Audit Records** means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.
- b. **Deconfliction Data** means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.
- c. **Law Enforcement Official** means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.
- d. **Reporting Business** means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- e. **Repository Data** means data and any other information LeadsOnline has received from entities other than the Customer.
- f. **Transaction Data** means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- g. **Analysis Files** means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

- a. **Service Recipient.** An unlimited number of authorized personnel of Customer in its Police Department, each with a unique login (**Eligible Users**).
 - i. Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
 - ii. During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

a. Order Term. This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

b. Payment Terms. Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

START DATE	END DATE	RATE	QTY	TOTAL DUE
November 15, 2025	November 14, 2026	\$3,106.00	1	\$3,106.00

c. Renewals. Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

d. Applicable Taxes. Fees are exclusive of sales, use, withholding, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services may be subject to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

6. FEATURES

CAPABILITY	POWERPLUS KEY FEATURES AND CHARACTERISTICS
PowerPlus Nationwide Search	- Nationwide search access through pawn shop, secondhand and scrap metal recycler transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report identifying other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match persons, property, devices, vehicles, and other entities.
Phone Forensic Extraction Search	Upload files from device extraction tools (i.e., Cellebrite, XRY, Oxygen) to find and identify activity of suspects.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found within and outside of your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property from your agency's lists.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.
CompStat Mapping System	Visualize suspect activity within and outside your jurisdiction.
LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting of property crimes via LeadsOnline ReportIt.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

- a. **Registration.** Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- b. **Training.** LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.
- c. **Support.** Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. MISCELLANEOUS

- a. This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated (Agreement). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

9. SIGNATURES

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, Texas 75024-4200

CITY OF GRINNELL, IOWA (CUSTOMER)
Signature:
Printed Name:
Title:
Date:
Address: 611 4th Ave, Grinnell, Iowa 50112, United States

RESOLUTION NO. 2025-206

A RESOLUTION TO APPROVE IMPROVEMENT PROJECTS AS SUBMITTED FOR PROPERTY AND REQUEST TAX EXEMPTION FOR THIS IMPROVEMENT ACCORDING TO AMENDED AND RESTATE CONSOLIDATED URBAN REVITALIZATION PLAN (Michael Stoner, 302 2nd Avenue).

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

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

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

Urban Revitalization: (Michael Stoner, 302 2nd Avenue)

Property Assessed as Residential - Located within 2013 Central Subarea: 100% exemption from taxation on the actual value added by the eligible improvements, for a period of 10 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

PASSED AND APPROVED THIS 17th day of November 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

**APPLICATION FOR TAX ABATEMENT
UNDER CITY OF GRINNELL'S
AMENDED AND RESTATED CONSOLIDATED URBAN REVITALIZATION PLAN**

The City of Grinnell's Amended and Restated Consolidated Urban Revitalization Plan allows for the following property tax exemptions for actual value added by eligible improvements constructed on qualified properties located in the consolidated Grinnell Urban Revitalization Area:

Property Assessed as Residential: 100% exemption from taxation on the first \$75,000 of actual value added by the eligible improvements, for a period of 5 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

X Property Assessed as Residential – Located within 2013 Central Subarea: 100% exemption from taxation on the actual value added by the eligible improvements, for a period of 10 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

Property Assessed as Residential with 3+ Separate Dwelling Units: 100% exemption from taxation on the actual value added by the eligible improvements, for a period of 10 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

Property Assessed as Commercial: 100% exemption from taxation on the actual value added by the eligible improvements, for a period of 3 years

Abandoned Property: Property owner may select one of two available exemption schedules: (a) declining percentage exemption from taxation on the actual value added by the eligible improvements, over a period of 15 years; or (b) 100% exemption from taxation on the actual value added by the eligible improvements, for a period of 5 years.

Select One:



First-Year Application for Completed Improvements

(must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, not later than the year in which the improvements are first assessed for taxation or the following two assessment years)



Application for Prior Approval for Intended Improvements

(for conditional approval under the current exemption schedules; final eligibility is subject to completion of eligible improvements and filing of first-year application by February 1 of the first assessment year after completion of improvements)

PROPERTY FOR WHICH APPLICATION IS SUBMITTED:

Property Address: 302 2nd AVE, Grinnell, IA

Legal Description (if known): _____

Property Assessment Category:



Residential



Residential with 3+ Separate Dwelling Units



Commercial



Other: _____

If Property qualifies as "Abandoned Property," identify the exemption schedule applied for:



100% of actual value added by improvements exempt from taxation, for 5 years



Declining percentage of actual value added by improvements exempt from taxation, over 15 years

(Year 1 - 80% of actual value added exempt from taxation, Year 2 - 75%, Year 3 - 70%, Year 4 - 65%, Year 5 - 60%, Year 6 - 55%, Year 7 - 50%, Year 8 - 45%, Year 9 - 40%, Year 10 - 35%, Year 11 - 30%, Year 12 - 25%, Year 13 - 20%, Year 14 - 20%, Year 15 - 20%)

Tenants Occupying Property at time of Original Plan Adoption (if any/if known): 2

IMPROVEMENTS FOR WHICH APPLICATION IS SUBMITTED:

Select one: ☒ New Construction ☐ Improvements to Existing Structure

Describe Improvements: built a garage
Attach copies of any issued building permit(s).

Estimated or Actual Date of Completion: 03 / 30 / 2026

Estimated or Actual Cost of Improvements: \$ 20,000

PROPERTY OWNER SUBMITTING APPLICATION:

Name of Property Owner/Title Holder: Michael W Stoner

Address of Owner (if different than above): _____

Phone Number (to be reached during business hours): (641) 990 1494

Email Address: ~~mstoner@grinnellia.com~~ mstoner2005@gmail.com

Print Name of Property Owner: Michael Stoner

Signature: Michael St Date: 11-6-25

If Property Owner is an entity:

Print Name of Signatory: _____

Signatory title/position: _____

This application summarizes the Urban Revitalization Plan terms. For complete information, request a copy of the Amended and Restated Consolidated Urban Revitalization Plan, from GRINNELL City Hall. In the event of any inconsistency, the Plan terms shall control.

FOLLOWING SECTIONS TO BE COMPLETED BY CITY/COUNTY:	
CITY COUNCIL REVIEW:	☐ PRIOR APPROVAL Application (if applicable) Approved by Resolution No. _____ adopted by City Council on ____/____/20____
	☐ FIRST YEAR Application (required) Approved by Resolution No. _____ adopted by City Council on ____/____/20____
	☐ Application Denied – Reason: _____
	Mayor's Signature: _____

	Attest by City Clerk: _____
COUNTY ASSESOR REVIEW:	Prior Building/Improvements Assessed Value: \$ _____ Assessed Value with New Improvements: \$ _____ Percentage Increase in Assessed Value: _____% _____ Eligible under Plan _____ Not Eligible under Plan Assessor's Signature: _____ Date: _____

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CITY OF GRINNELL

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

RESIDENTIAL ACCESSORY BUILDING PERMIT

PERMIT #:	20260053	DATE ISSUED:	8/08/2025
JOB ADDRESS:	302 2ND AVE	LOT #:	16, 17 & 18
PARCEL ID:	180-0713700	BLK #:	32
ADDITION:	West Grinnell	ZONING:	R-3
TOWNSHIP:	80	RANGE:	16
SECTION:	17		
ISSUED TO:	Michael Stoner	CONTRACTOR:	Michael Stoner
ADDRESS:	302 2nd Ave	ADDRESS:	302 2nd Ave
CITY, STATE ZIP:	Grinnell IA 50112	CITY, STATE ZIP:	Grinnell IA 50112
PHONE:		PHONE:	
PROP. USE:		OCCP TYPE:	
VALUATION:	\$ 41,000.00	CNST TYPE:	
SQ FT:	0.00	OCC LOAD:	0.00
SCOPE OF WORK: NEW DETACHED GARAGE			

DESCRIPTION	CONTRACTOR	AMOUNT
GARAGE	Michael Stoner	\$ 730.49
TOTAL		\$ 730.49

NOTICE

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

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

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

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

Michael Stoner
(SIGNATURE OF CONTRACTOR OR PROPERTY OWNER/AGENT)

8-8-25
DATE

[Signature]
(APPROVED BY)

08/08/2025
DATE

ORDINANCE NO. 1568

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF GRINNELL, IOWA BY AMENDING THE ZONING FOR THE PROPERTY AT 1125 EAST STREET LANE, AND DIRECTING THE ZONING ADMINISTRATOR TO NOTE THE ORDINANCE NUMBER AND DATE OF THIS CHANGE ON THE OFFICIAL ZONING MAP

NOW, THEREFORE, be it ordained by the City Council of the City of Grinnell, Iowa:

Section 1. ZONING MAP AMENDMENT. The official zoning map of the City of Grinnell, Iowa, is hereby amended by changing the zoning classification of the following described real property, from its current classification of M-1: Light Industrial to R-2: Two-Family Residential, to wit:

All property within' Lot 10 of the Crady Cambell Replat, Previously known as Lot 16; the West One Hundred Twenty-five Feet of Lot Two; the East Half of that part of the street between Lot Fifteen and Lot Two and more particularly described as commencing at the Northeast Corner of Lot Fifteen, thence South Two Hundred Feet, thence East Sixty Feet, thence North Two Hundred Feet, thence West Sixty Feet to the Place of Beginning; all lying East of the Right of Way of the Union Pacific Railroad Company, in the Northeast Quarter of the Northwest Quarter of Section Twenty-one, Township Eighty North, Range Sixteen West of the Fifth P.M., according to the Plat thereof appearing of record in Plat Book D at page 250. Locally known as, 1125 East Street Lane of the City of Grinnell, Poweshiek County, Iowa.

The Zoning Administrator is directed to amend the Official Zoning Map to indicate said changes.

Section 2. NOTATION. The Zoning Administrator shall hereby record the ordinance number and date of passage of this ordinance.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. 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 5. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk

Read First Time: _____, 2025

Read Second Time: _____, 2025

Read Third Time: _____, 2025

PASSED AND APPROVED: _____, 2025.

I, _____, City Clerk of the City of Grinnell, County of Poweshiek, Iowa, do hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2025, and published in the Grinnell Herald Register on _____, 2025.

City Clerk, Grinnell, Iowa

(SEAL)