GRINNELL FINANCE COMMITTEE REGULAR SESSION MEETING
MONDAY, DECEMBER 15, 2025, AT 8:00 AM
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR OF CITY HALL AND VIA ZOOM
HTTPS://ZOOM.US/J/95904753196?PWD=YC33RUJSMEI2OOUBVKV83RFBVKMZB1.1

MEETING ID: 959 0475 3196
PASSCODE: 689071

TENTATIVE AGENDA

A. Roll Call:

B. Perfecting and Approval of Agenda:

C. Committee Business:

1. Review November Investments and Treasurers Report.
2. Consider approval of a transfer resolution for various transfers in the amount of $6,229,066.77. (See Resolution No. 2025-220)
3. Consider approval of an extension to the Municipal Advisor Services Agreement for the SRF Drinking Water Loan Agreement with D.A. Davidson.
4. Consider approval of a Scheduler Service Agreement with PACE Scheduler in the amount of $6,350.00 annually.
5. Consider approval of the Campbell Fund Agreement with Greater Poweshiek Community Foundation.

D. 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.

E. Adjourn:

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

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

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: OCTOBER 2025

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
GENERAL FUNDS				
001-GENERAL FUND	1,218,546.49	218,333.63	382,593.52	1,054,286.60
002-VETERANS MEM - GENERAL FUND	552,685.25	762.06	52,993.13	500,454.18
003-LIBRARY - GENERAL FUND	0.00	59,048.52	53,433.03	5,615.49
004-CITY HALL RES - GENERAL	472,545.65	1,433.69	2,212.50	471,766.84
010-BUILDING & PLANNING - GEN	462,671.71	4,641.36	22,496.12	444,816.95
011-UTILITY FRANCHISE - GEN	606,441.31	249,638.08	51,262.24	804,817.15
012-ALLIANT SOLAR LEASE - GEN	55,847.65	0.00	0.00	55,847.65
102-FORBES FUND - GENERAL*	12,625.71	0.00	0.00	12,625.71
103-LIBRARY FUND STATE - GENERAL	3,468.73	0.00	0.00	3,468.73
104-STAYING WELL - GENERAL	7,480.41	0.00	0.00	7,480.41
105-COMM DEV/COMMUNICAT - GENERAL	139,917.30	404.77	7,129.12	133,192.95
TOTAL GENERAL FUNDS	**3,532,230.21**	**534,262.11**	**572,119.66**	**3,494,372.66**
110-ROAD USE FUND - SPEC REV	1,096,791.01	119,896.91	60,878.68	1,155,809.24
112-T&A EMP BEN- SPEC REV	1,510,867.84	74,179.73	115,305.74	1,469,741.83
121-LOCAL OPTION SALES TAX	1,610,036.45	4,968.42	11,813.82	1,603,191.05
133-T-A RES UNEMP - SPEC REV	15,912.94	48.51	0.00	15,961.45
136-INSURANCE DED -SPEC REV	1,002,290.57	17,066.00	96.00	1,019,260.57
138-MED INS RESERVE - SPEC RV	922,911.84	14,140.27	19,892.88	917,159.23
140-HEALTH INS ESC-SPEC REV	1,173,993.32	3,649.61	0.00	1,177,642.93
145-HOTEL/MOTEL TAX - SPC REV	376,051.00	943.47	72,559.23	304,435.24
167-LIBRARY GIFTS - SPEC REV	66,134.81	1,810.69	29,991.70	37,953.80
177-FORFEITURE FUND	32,110.20	97.88	0.00	32,208.08
490-FIRE EQMT REP FUND - SP R	24,470.75	74.59	0.00	24,545.34
491-GEN EQMT REP FUND- SP RV	121,790.44	371.25	0.00	122,161.69
492-WA EQMT REV FUND - SP RV	63,604.79	193.88	0.00	63,798.67
493-SEW EQMT REV FUND- SP RV	325,188.58	991.25	0.00	326,179.83
494-SANITATION EQMT REP FUND-SP RV	754,071.41	2,298.59	0.00	756,370.00
495-EMS EQMT REP FUND-SP RV	77,191.35	235.30	0.00	77,426.65
498-OFFICE EQMT REP FD - SR	10,838.92	0.00	0.00	10,838.92
499-REC EQMT REP FD- SP RV	2,069.90	6.31	0.00	2,076.21
TOTAL SPECIAL REVENUE FUNDS	**9,186,326.12**	**240,972.66**	**310,538.05**	**9,116,760.73**
TAX INCREMENT FINANCING FUNDS				
125-URBAN REN - TIF SPEC REV	1,907,253.50	520,147.44	0.00	2,427,400.94
TOTAL TIF FUNDS	**1,907,253.50**	**520,147.44**	**0.00**	**2,427,400.94**
DEBT SERVICE FUNDS				
200-DEBT SERV - SPEC REV	68,994.57	4,996.34	173,935.00	(99,944.09)
TOTAL DEBT SERVICE FUNDS	**68,994.57**	**4,996.34**	**173,935.00**	**(99,944.09)**
CAPITAL PROJECT FUNDS				
302 - WASHINGTON AVE - SRTS	(22,170.02)	0.00	0.00	(22,170.02)
305 - HWY 6 WA MAIN RELOCATE	55,627.50	0.00	0.00	55,627.50
307 - LEAD SERVICE LINES	(25,207.50)	0.00	9,378.50	(34,586.00)
310 - CENTRAL PARK PROJECT	47,760.68	0.00	2,875.00	44,885.68
317 - WATER MAIN PROJECT	231,915.50	0.00	0.00	231,915.50

CITY OF GRINNELL
MONTH TO DATE TREASURERS REPORT
AS OF: OCTOBER 2025

FUND	BEGINNING CASH BALANCE	MONTH TO DATE RECEIPTS	MONTH TO DATE DISBURSEMENTS	ENDING CASH BALANCE
319 - PARK STREET (IIRR TO 1ST)	(436,359.97)	0.00	0.00	(436,359.97)
322 - PARK PROJECTS	43,746.63	0.00	33,245.11	10,501.52
350 - AIRPORT DEVELOPMENT	305,375.31	0.00	17,280.25	288,095.06
361 - STORM WA QUALITY PROJECT	(57,979.92)	0.00	2,067.00	(60,046.92)
362 - HWY 146 PROJECTS	(8,672.12)	0.00	0.00	(8,672.12)
363 - 4TH AVE PROJECTS	(13,991.88)	0.00	65,714.12	(79,706.00)
366 - NO CENTRAL ST PROJECTS	287,111.39	0.00	0.00	287,111.39
368 - BROAD ST PROJECTS	288,700.90	0.00	320,374.00	(31,673.10)
369 - REINVESTMENT PROJECT	265,375.73	0.00	17,600.00	247,775.73
373 - 8TH AVE PROJECTS	(451,926.24)	0.00	0.00	(451,926.24)
375 - I-80 INTERCHANGE PROJECT	147,423.19	0.00	0.00	147,423.19
376 - CBD PROJECTS	0.37	0.00	0.00	0.37
377 - 16TH AVE PROJECTS	598,811.98	0.00	5,198.00	593,613.98
382 - 11 11TH AVE PROJECT	81,551.15	0.00	421,163.00	(339,611.85)
386 - INDUSTRIAL AVE IMP	4,039.00	0.00	0.00	4,039.00
CAPITAL PROJECT FUNDS	**1,341,131.68**	**0.00**	**894,894.98**	**446,236.70**
PERMANENT FUNDS				
500 - PERP CARE FD - PERMANENT**	555,752.31	208.98	0.00	555,961.29
TOTAL PERMANENT FUNDS	**555,752.31**	**208.98**	**0.00**	**555,961.29**
PROPRIETARY FUNDS				
141 - WATER DEP FUND - PROP	81,860.34	3,900.00	3,900.00	81,860.34
610 - WATER FUND	1,675,581.64	243,307.42	110,648.84	1,808,240.22
371 - WATER TOWER PROJECT	(1,214,025.60)	0.00	511,536.62	(1,725,562.22)
381 - WATER PLANT	1,157,511.17	953,066.02	958,181.57	1,152,395.62
385 - WELLS	(231,464.17)	16,646.82	15,553.20	(230,370.55)
620 - SEWER OPERATION AND MAINT	1,026,470.52	207,247.27	96,778.86	1,136,938.93
630 - STORM SEWER FUND	634,839.69	38,151.10	14,084.26	658,906.53
670 - SOLID WASTE	1,587,555.89	134,603.18	93,409.11	1,628,749.96
TOTAL PROPRIETARY FUNDS	**4,718,329.48**	**1,596,921.81**	**1,804,092.46**	**4,511,158.83**
TOTAL FUND BALANCES	**21,310,017.87**	**2,897,509.34**	**3,755,580.15**	**20,451,947.06**

INVESTMENT	INTEREST RATE	MATURES	BEGINNING CASH BALANCE	INVESTMENT AMOUNT	INTEREST/ DIVIDENDS JUL	AUG	SEPT	OCT	NOV	ENDING CASH BALANCE
GRINNELL STATE BANK MONEY MARKET*	3.70%		6,630,307.50		14,892.75	15,291.19	10,507.43	17,117.03	17,678.27	5,752,594.62
GRINNELL STATE BANK CD (PERPETUAL CARE)	3.90%	6/14/2028	500,000.00	500,000.00	0.00	0.00	4,916.12	0.00	0.00	500,000.00
GRINNELL STATE BANK CD (FORBES FUND)	3.90%	1/15/2026	10,000.00	10,000.00	97.23	0.00	0.00	98.30	0.00	10,000.00
IPAIT	3.73%		14,279,079.00	13,000,000.00	50,587.40	50,768.45	48,073.42	48,006.09	43,775.86	14,322,854.86
TOTAL INVESTMENTS			**21,419,386.50**		**65,577.38**	**66,059.64**	**63,496.97**	**65,221.42**	**61,454.13**	**20,585,449.48**

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

IPAIT INTEREST DECREASED TO 3.98 9/1/25
IPAIT INTEREST DECREASED TO 3.73 11/1/25

CITY OF GRINNELL TRANSFERS

Resolution No. 2025-220

DESC: DEC 2025

		TRANS PER BUDGET	
011-4.910.5.6911	**HWY 146 - CONST CLOSEOUT**	**362-3.910.4.4830**	$ 8,672.12
011-4.910.5.6911	**4TH AVE - 2025 CONST CLOSE OUT**	**363-3.910.4.4830**	$ 21,594.00
011-4.910.5.6911	**BLISS STREET/8TH AVE CLOSEOUT**	**373-3.910.4.4830**	$ 470,000.00
011-4.910.5.6911	**BROAD STREET PROJECT CLOSEOUT**	**368-3.910.4.4830**	$ 100,000.00
110-4.910.5.6911	**DEBT SERVICE - BOND PAYMENT**	**200-3.910.4.4830**	$ 188,700.00
121-4.910.5.6911	**DEBT LOST III REFI - BOND PAYMENT**	**200-3.910.4.4830**	$ 86,500.00
121-4.910.5.6911	**DEBT 2014 REF - BOND PAYMENT**	**200-3.910.4.4830**	$ 832,550.00
121-4.910.5.6911	**DEBT 2024 B WA - BOND PAYMENT**	**200-3.910.4.4830**	$ 58,843.00
121-4.910.5.6911	**DEBT LOST 2022 - BOND PAYMENT**	**200-3.910.4.4830**	$ 183,650.00
121-4.910.5.6911	**DEBT WA TOWER - BOND PAYMENT**	**200-3.910.4.4830**	$ 118,832.00
121-4.910.5.6911	**WASHINGTON SRTS - ENGINEERING**	**302-3.910.4.4830**	$ 80,000.00
121-4.910.5.6911	**4TH AVE 2026 - ENGINEERING**	**363-3.910.4.4830**	$ 87,625.00
125-4.910.5.6912	**COMMUNITY DEVELOPMENT - CONTRIBUTION**	**105-3.910.4.4831**	$ 100,000.00
125-4.910.5.6912	**LOST SAI DAEVELOPMENT AGREEMENT PMN**	**121-3.910.4.4831**	$ 250,000.00
125-4.910.5.6912	**LOST GRINN CITY DA PMNT - REIMBURSE**	**121-3.910.4.4831**	$ 50,000.00
125-4.910.5.6912	**LOST MERGE DA PMNT -REIMBURSE**	**121-3.910.4.4831**	$ 500,000.00
125-4.910.5.6912	**DEBT 2016A-IRA - BOND PAYMENT**	**200-3.910.4.4831**	$ 81,470.00
125-4.910.5.6912	**DEBT 2016A-CBD - BOND PAYMENT**	**200-3.910.4.4831**	$ 443,700.00
125-4.910.5.6912	**DEBT 2018 AIRPORT - BOND PAYMENT**	**200-3.910.4.4831**	$ 83,318.00
125-4.910.5.6912	**DEBT 2025B - BOND PAYMENT**	**200-3.910.4.4831**	$ 170,217.00
125-4.910.5.6912	**2024 ST IMPROVEMENTS - CONST. CLOSEOUT**	**360-3.910.4.4831**	$ 67,000.00
125-4.910.5.6912	**11 11TH AVE SCOUT SUB -CONST.**	**382-3.910.4.4831**	$ 623,905.00
138-4.910.5.6911	**WELLNESS PROGRAM**	**104-3.910.4.4830**	$ 2,000.00
366-4.910.5.6911	**UTILITY FRANCHISE REIMBURSEMENT**	**011-3.910.4.4830**	$ 284,351.39
360-4.910.5.6911	**UTILITY FRANCHISE REIMBURSEMENT**	**011-3.910.4.4830**	$ 67,000.00

376-4.910.5.6911	**UTILITY FRANCHISE REIMBURSEMENT**	**011-3.910.4.4830**	$ 0.37
381-4.910.5.6911	**UTILITY FRANCHISE REIMBURSEMENT**	**011-3.910.4.4830**	$ 400,000.00
610-4.910.5.6911	**DEBT SERVICE - BOND PAYMENT**	**200-3.910.4.4831**	$ 66,300.00
610-4.910.5.6911	**PARK STREET TRANSFER ERROR**	**319-3.910.4.4830**	$ 400,359.97
620-4.910.5.6911	**PARK STREET TRANSFER ERROR**	**319-3.910.4.4830**	$ 36,000.00
630-4.910.5.6911	**STORM WATER QUALITY CLOSE OUT**	**361-3.910.4.4830**	$ 60,046.92
630-4.910.5.6911	**PARKS PROJECTS - LAKES RESTORATION**	**322-3.910.4.4830**	$ 306,432.00
		total	$ 6,229,066.77

December 9, 2025

Mr. Alyssa Devig
City Clerk/Finance Director
City of Grinnell 520 4th Avenue
Grinnell, IA 50112

Re: Municipal Advisor Services Agreement – SRF Drinking Water Pro Forma

Ladies and Gentlemen:

We are writing to extend the Municipal Advisor Services Agreement for the SRF Drinking Water Loan, between the City of Grinnell, Iowa and D.A. Davidson, dated March 27, 2024 (the Agreement). Please confirm that you agree to extend the date of the Agreement to June 30, 2026 or the closing of the Financing, whichever comes earlier. This letter will serve as our mutual agreement to extend the terms of the Agreement as described above. All other terms and conditions are unchanged by this letter.

Again, we thank you for the opportunity to assist you with the financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: Michael Maloney

Name: Michael Maloney

Title: Managing Director

This Agreement is hereby accepted for and on behalf of the City of Grinnell, Iowa.

CITY OF GRINNELL, IOWA

By:

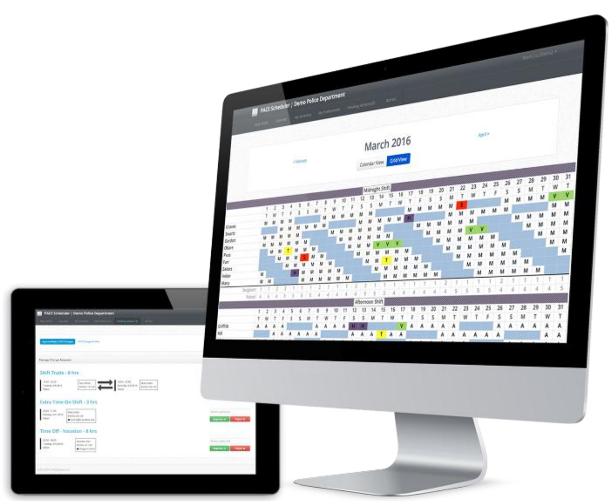
Name: Alyssa Devig
Title: City Clerk/Finance Director

Dated: ________________, 202_

Pace Scheduler Proposal

CITY OF GRINNELL
ALYSSA DEVIG
520 4TH AVE.
GRINNELL, IA 50112

Frank Provenzano
12-05-2025



SCHEDULER
Scheduling, Simplified.

OVERVIEW

Dear Alyssa,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

National Account Manager

Pace Scheduler

SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

TERMS AND CONDITIONS

PACE SCHEDULER SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, *enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.*

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY, MAINTENANCE, AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SCHEDULER
Scheduling, Simplified.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

SECURITY STATEMENT

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

UPTIME AND AVAILABILITY

Uptime

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

Scheduled Maintenance

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.

SUPPORT TERMS

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing support@pacescheduler.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

PACE SCHEDULER Scheduling, Simplified.

PRICING AND FEES

PACE SCHEDULER	**DATE:**	December 05, 2025
2040 CORPORATE LANE	**QUOTATION #:**	GRI20251205
NAPERVILLE, IL 60563	***QUOTE VALID UNTIL:***	March 05, 2026

BILL TO:
CITY OF GRINNELL
ALYSSA DEVIG
520 4TH AVE.
GRINNELL, IA 50112

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 100 Users	Yearly Recurring	$6,350.00
Limited Software License Fee – Up to 40 Users (Seasonal Workers)	Yearly Recurring	$1,600.00
Setup Fee	One-time	~~($500.00)~~ WAIVED

COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	$7,950.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	$7,950.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

_________ SSO Pricing for above stated user count: $1,190.00/Year ($9,140.00 subscription total per year with SSO)

*Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the first 12 months of your subscription, Pace will prorate and refund the unused portion of your subscription. Refund does not include any custom development fees.

* Purchase a multi-year subscription in order to lock in your current pricing with no increases throughout the multi-year subscription contract.

Please check an option below if you would like to take advantage of a multi-year subscription agreement:

_______ 2 Year _______ 3 Year _______ 4 Year _______ 5 Year

Payment is due upfront for selected number of years in order to take advantage of this offer.

EXHIBIT A

Custom Implementation Services

Custom Implementation Services: Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.

PACE SCHEDULER SERVICES AGREEMENT
QUOTATION #: GRI20251205

This Pace Scheduler Services Agreement ("Agreement") is entered into on ____________________(the "Effective Date") between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 ("Company"), and the Customer listed above ("Customer"). <u>This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.</u> There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

Pace Systems, Inc.:	**Customer:**
Signature:________________________	Signature: ______________________________
Name:___________________________	Name:_________________________________
Title:____________________________	Title:_________________________________
Date: ___________________________	Date: _________________________________
	PO# (If Applicable):________________________

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SCHEDULER
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CLIENT BILLING INFORMATION

Date: ___________________

Company Information

Company Name:		Company Address:
City:	State:	Zip Code:
Phone Number:	Fax Number:	Website:
Company Contact:	Title:	Phone Number:

Tax Exempt? ☐ Yes ☐ No

FEIN#: ____

Accounting Contact

Name:	Phone:	Email:

____

Authorized Signature Title Date

PLEASE EMAIL A COPY OF YOUR COMPLETED W9 FORM TO YOUR ACCOUNT MANAGER

In order to move forward, we will need the following from you:

1. Copy of signed Proposal (Including pricing page)
2. Completed Client Billing Information (see Page 12)
3. PO (if you use them)
4. Tax Exempt Certificate
5. Completed W9 Form
6. Full contact information (name, phone, email) for the following:
    - **Project Lead**
    - **Co-Lead**
    - **Head of Department** - (this person will be copied on correspondence and progress)
    - **Payroll Contact** – Person who manages the payroll software (if you want us to build a payroll export)

The Project Lead/Co-Lead will be the main points of contact for us, will fill out the information we need to setup your new site, and will be the driving force at your department to get everyone on board.

Once we receive the above information, we will send out a welcome email within 24 hours to the Project Lead and Co-Lead.

The welcome email will detail the information we need from you in order to setup your site. Once you receive it, please **do not** fill anything out until we have had a chance to review it together. This reduces the chance of errors, which may delay the building of your new Pace Scheduler site.