



**Grinnell FINANCE COMMITTEE Meeting**  
**MONDAY, SEPTEMBER 20, 2021, AT 8:00 A.M.**  
**IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR**  
**OF CITY HALL AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/94262727782?pwd=R0lVdEU2Wis4dXd6UHlrbFhDT24wdz09>

Meeting ID: 942 6272 7782

Passcode: 184939

One tap mobile

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## ***TENTATIVE AGENDA***

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**ROLL CALL:** Wray (Chair), White, Bly.

### **PERFECTING AND APPROVAL OF AGENDA:**

### **COMMITTEE BUSINESS:**

1. Consider first reading of an ordinance granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Grinnell, Iowa, an electric transmission system for a period of 25 years (See Ordinance No. 1506).
2. Consider approval of resolution amending certain Public Service Department wages and increasing longevity to \$0.10 for all non-bargaining employees (See Resolution No. 2021-165).
3. Consider special request from the Goodfellows for the Christmas Share program.

### **INQUIRIES:**

### **ADJOURN:**

**CITY OF GRINNELL, IOWA  
ELECTRIC TRANSMISSION FRANCHISE**

**ORDINANCE NO. 1506**

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Grinnell, Poweshiek County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances and equipment for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Grinnell, Poweshiek County, Iowa; and granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Grinnell, Poweshiek County, Iowa, for the period of twenty-five (25) years with scheduled rights of cancellation; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Grinnell, Poweshiek County, Iowa, hereinafter referred to as the "City":

**Section 1. Grant.**

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, and equipment for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; and also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years with scheduled rights of cancellation as set forth in Section 11; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

**Section 2. Indemnification.**

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, avenues, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

The Company shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the state of Iowa.

### **Section 3. Excavations.**

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

### **Section 4. Relocation.**

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on or over any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

### **Section 5. Modern System.**

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition. The Company shall construct and maintain its transmission facilities in accordance with applicable law. The Company will maintain compliance with state and federal regulatory standards.

### **Section 6. Vegetation Management.**

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to remove, cut, trim, destroy, or otherwise control any tree, shrub, brush, bush or any parts thereof located within or extending into any street, alley, right-of-way or public grounds. The foregoing vegetation management shall be completed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time.

### **Section 7. Continuous Service.**

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

### **Section 8. Non-exclusivity.**

The franchise granted by this Ordinance shall not be exclusive.

## **Section 9. Undergrounding.**

**a) Generally.** The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 4. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

**b) New Subdivisions.** Notwithstanding the foregoing, Company agrees it will make commercially reasonable efforts to plan its new transmission lines outside of and/or around any new subdivisions within the City. In the event the Company determines in its discretion that it is not commercially feasible, operationally practicable or economically responsible to locate new transmission lines outside of new subdivisions when taking into account the other alternative route options and rate impacts to Company customers, then Company will i) communicate plans with, and seek feedback from, the City and ii) consider, but not be obliged, to hold an opportunity for public comment about, the location for new transmission lines within the subject new subdivision. In the event that after such steps the City desires that Company's lines be placed underground within the new subdivision and, it is not operationally practicable and economically responsible to locate its new transmission lines underground, when taking into account the other alternative route options and rate impacts to Company customers, the above provisions shall apply whereby the City may request undergrounding the transmission lines at its expense of the difference between the costs of overhead and underground construction. For purposes of this Section, a new subdivision is any subdivision that is platted and/or planned as a matter of public record at the time that Company seeks approval for or provides notice of its planned right of way.

## **Section 10. Severability.**

If any section, provision, or part of this Ordinance shall be adjudged to be 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 11. Term of Agreement.**

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company, subject to a limited right of cancellation at the end of the fifth (5th), tenth (10th), fifteenth (15<sup>th</sup>) and twentieth (20<sup>th</sup>) year anniversaries of the Anniversary Date. The anniversary date shall be the date this franchise is filed with the City Clerk or otherwise becomes effective by operation of law.

## **Section 12. Publication Expenses.**

The expense of the publication of this Ordinance shall be paid by the Company.

**Section 13. Repeal of Conflicting Ordinances.**

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

**Section 14. Acceptance.**

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

**Section 15. Closing.**

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company.

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Mayor

Attest: \_\_\_\_\_  
City Clerk

(SEAL)

**CERTIFICATE OF CITY CLERK**

I, City Clerk of the City of Grinnell, Poweshiek County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Grinnell city council held the \_\_\_\_ day of \_\_\_\_ 20\_\_ , pertaining to the adoption of Ordinance No. \_\_\_\_\_; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. \_\_\_\_\_ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the <CITY> <NEWSPAPER>; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. \_\_\_\_\_ was published on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the <CITY> <NEWSPAPER>, a newspaper published at least once weekly and of general circulation in the City of Grinnell, Poweshiek County, Iowa.

\_\_\_\_\_  
City Clerk, City of Grinnell, Iowa

(SEAL)

**RESOLUTION NO. 2021-165**

**“RESOLUTION SETTING SALARIES FOR CERTAIN PUBLIC SERVICE DEPARTMENT EMPLOYEES AND INCREASING LONGEVITY FOR ALL NON-BARGAINING UNIT EMPLOYEES FOR THE CITY OF GRINNELL FOR FY 2021-2022.”**

BE IT RESOLVED by the City Council of the City of Grinnell that salaries for certain Public Service Department employees be set as follows on the dated noted; and

Name	Title	Hourly Wage
Carl Eggermont*	Assistant Public Services Supervisor	\$27.03
Brian Garwood	Cemetery & Parks Technician	\$26.36
Travis Snodgrass	Public Services Worker	\$25.61
Don Ellis	Public Services Worker	\$25.10
Bob Ford	Public Services Worker	\$25.10

\*Correction – original salary resolution effective 7/1/2021 had the wrong amount.

Longevity be increased from \$0.07 per hour to \$0.10 per hour, as outlined in the Personnel Policy Manual, for all non-bargaining employees effective September 26, 2021.

PASSED AND APPROVED this 20th day of September 2021.

\_\_\_\_\_  
Dan F. Agnew, Mayor

Attest:

\_\_\_\_\_  
Annmarie Wingerter, City Clerk/Finance Director

**PUBLIC SERVES WAGES PROPOSAL**

Employee	DBM Rating	Current & Proposed Wages				New Proposed			
		FY 21	FY 22	FY 23	FY 24	FY 22	FY 23	FY 24	
Eggermont, Carl	<b>B23</b>	25.50	26.51	27.52	28.52	27.03	28.56	30.08	
Garwood, Brian	B21	25.40	26.16	26.95	27.76	26.36	27.32	28.29	
Ellis, Don	A13	24.32	24.90	25.64	26.41	25.10	25.84	26.61	Public Services Worker I
Ford, Bob	A13	24.17	24.90	25.64	26.41	25.10	25.84	26.61	Public Services Worker I
Snodgrass, Travis	A13	24.61	25.21	25.81	26.41	25.61	26.21	26.81	Public Services Worker Lead
Longevity		0.07				0.1			

Steps

Public Services Worker Lead	0.40
Public Services Worker I	0.20
Public Services Worker	0.00



# Goodfellows

P. O. Box 229  
GRINNELL, IA 50112

September 15, 2021

Russ Behrens, City Manager  
City of Grinnell  
520 4<sup>th</sup> Avenue  
Grinnell, IA 50112

Dear Mr. Behrens,

While 2020 brought the Goodfellows program new challenges, we were still able to help many families in Poweshiek County. Our processes absolutely changed, but we had 118 families reach out for assistance. Sadly, Covid did have a big impact on the number of people signing up despite our efforts to reach out to them. In 2020, we operated with a skeleton crew in personal protective equipment, and were able to get everyone a certificate to pick up their meals at local grocery stores. We were pleased we could help as many as we did and hope to have a little more “normal” in our operation going forward as we do anticipate numbers will be quite a bit higher than last.

Given the 2020 health warnings and concerns, we had meal packages bundled by local grocers. The meals consisted of a six pound ham, potatoes, sweet potatoes, green beans, baking mix, gravy mix, stuffing, jello, celery, apples, oranges, and angel food cake. We prefer to bundle food with volunteers because it does save us a significant amount of money which we can purchase even more food with, but last year that wasn't a possibility. For our “kid friendly” side of our food program, we made some very successful changes. In the past we gave families a large bundle of food that kids could easily prepare on their own or eat right out of the package to help them through the winter break. Our concern was that all the food geared towards kids was likely gone within a week so of when we distributed it. We opted to use our funds to purchase “kid friendly” food and deliver it to MICA over the 4 week winter break for distribution to families with children. Our thoughts were we could get a more even flow of food to kids throughout the entire break period and that change worked extremely well. We did not donate funds to MICA, but shopped for food and delivered the items each week to get the biggest bang for our buck. Foods we included were trail mix, toaster pastries, microwave popcorn, canned ravioli, canned spaghetti, cereal, oatmeal packets, crackers, peanut butter, cheese & cracker packets, jell-o cups, mac & cheese cups, soup, ramen noodles, granola bars, fruit cups, pretzels, animal crackers, and snack crackers. We included much of what we had done in the past which fell in line with MICA's recommendation for kid friendly foods. All totaled, our donations allowed us to purchase \$10,657.60 in food for the less fortunate in Poweshiek County which included meals and kid friendly food. And because the Campbell Fund was designated for use by Grinnell residents, Second Mile does pay for meals going to people outside Grinnell's city limits.

We'll be signing up families the week of October 25 - October 29 at the Drake Community Library. We will be meeting one on one with individual family members this year which helps us better determine individual as well as family needs. Masks will be required throughout our process again this year and we will be prepared to make adjustments to our program should the need arise. Our distribution date will be December 11 and our plans are to distribute meals along with kid food pick up information and dates for families with children. We're ready for new challenges this year which will include rising food costs, limited availability of some items, as well as an increased number of participants in the program, but our goal is to maintain the same level of food as what we have done in the past which is a lofty goal. We hope that the Campbell Fund will again help us reach our goals of providing food for those in need.

Goodfellows is sponsored by the American Legion Auxiliary. Board Members are Pat Cline, Donna Miller, Karen Strovers, and Pam Blagden. If you have any questions or if you need further information, please feel free to contact me.

Thank you for your consideration,

A handwritten signature in blue ink that reads "Pam Montgomery". The signature is written in a cursive, flowing style.

Pam Montgomery, Treasurer  
Goodfellows  
P. O. Box 229  
Grinnell, IA 50112  
(641) 990-0404