

City of Monticello, Iowa

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Posted on July 27, 2022 at 4:00 p.m.

Monticello City Council Meeting August 1, 2022 @ 6:00 p.m.

Monticello Renaissance Center, 220 E. 1st Street, Monticello, Iowa

Mayor:	Dave Goedken	Staff:	
City Council:		City Administrator:	Russell Farnum
At Large:	Wayne Peach	City Clerk/Treas.:	Sally Hinrichsen
At Large:	Brenda Hanken	Police Chief:	Britt Smith
Ward #1:	Scott Brighton	City Engineer:	Patrick Schwickerath
Ward #2:	Candy Langerman	Public Works Dir.:	Nick Kahler
Ward #3:	Chris Lux	Water/Wastewater Sup.:	Jim Tjaden
Ward #4:	Tom Yeoman	Park & Rec Director:	Jacob Oswald
		Library Director:	Michelle Turnis

- Call to Order – 6:00 P.M.

- Pledge of Allegiance
- Roll Call
- Agenda Addition/Agenda Approval

Open Forum: If you wish to address the City Council on subjects pertaining to today's meeting agenda please wait until that item on the agenda is reached. If you wish to address the City Council on an item not on the agenda, please approach the lectern and give your name and address for the public record before discussing your item. Individuals are normally limited to speaking for no more than three (3) minutes on a topic and the Open Forum is by rule limited to a total of twenty (20) minutes.

Consent Agenda (These are routine items and will be enacted by one motion without separate discussion unless someone requests an item removed to be considered separately.)

Approval of Council Mtg. Minutes	July	18, 2022
Approval of Payroll	July	28, 2022
Approval of Bill List		
Approval of Treasurer's report for June 2022		
Approval of Treasurer's report for fiscal year June 30, 2022		
Approval of Whiskey River Pub & Grub liquor license		

Resolutions:

1. **Resolution** Approving Galen Eilers Tax Abatement Application related to Residential Improvements constructed at 678 North Chestnut Street, Monticello, Iowa

2. **Resolution** Accepting FAA Grant Agreement, project No. 3-19-0061-012-2022, Monticello Regional Airport for the Construct Connector Taxiway Project and directing the City's Designated Official to execute said grant agreement
3. **Resolution** Approving engagement letter with Dorsey & Whitney LLP related to role as bond counsel for the USDA financing for the Wastewater Treatment Plant Improvement Project
4. **Resolution** adopting the City of Monticello Employee Handbook
5. **Resolution** Preliminarily approving proposed Development Agreement between the City of Monticello and Derek Manternach and scheduling a Public Hearing on the proposed agreement
6. **Resolution** to provide direction with regard to sale/transfer of City Owned

Motions:

7. **Motion** authorizing purchase of snow plow truck chassis

Reports / Potential Actions:

8. City Engineer
9. Mayor
10. City Administrator
11. City Clerk
12. Public Work Director
13. Police Chief
14. Water/Wastewater Superintendent
15. Park and Recreation Director
16. Library Director

Adjournment: Pursuant to §21.4(2) of the Code of Iowa, the City has the right to amend this agenda up until 24 hours before the posted meeting time.

Monticello City Council meetings are recorded, by attending and choosing to participate you give your consent to be recorded. If you prefer not to be recorded, you may submit comments in writing.

Meeting Instructions for the Public
Due to the Covid-19 Virus the public will be
admitted into this meeting with limited seating.

The meeting will continue to be broadcast on Mediacom (Local Access Channel) and will be accessible via Zoom via the following link.

City of Monticello is inviting you to a scheduled Zoom meeting.

Topic: August 1, 2022 Council Meeting

Time: Aug 1, 2022 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88259475755>

Meeting ID: 882 5947 5755

One tap mobile

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Dial by your location

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+1 386 347 5053 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 882 5947 5755

Find your local number: <https://us02web.zoom.us/j/88259475755>

Regular Council Meeting
July 18, 2022 – 6:00 P.M.
Community Media Center

Mayor Dave Goedken called the meeting to order. Council present were: Wayne Peach, Scott Brighton, Candy Langerman and Chris Lux. Also present were Deputy City Clerk Cheryl Clark, Water/Wastewater Superintendent Jim Tjaden, Library Director Michelle Turnis, Park & Rec Director Jacob Oswald, Public Works Director Nick Kahler and Police Chief Britt Smith. The public was invited to attend the meeting in person, with limited seating or to participate in the meeting electronically via “Zoom Meetings” and were encouraged to communicate from Zoom Meeting via chat, due to the heightened public health risks of the Coronavirus Pandemic (COVID-19). The meeting did have public attendance, both in-person and via Zoom.

Lux moved to approve agenda, Langerman seconded, roll call unanimous.

Bud Coyle, 515 North Sycamore, questioned how much money is in the stormwater fund from the monthly fee and why the money isn’t being used for the 6th Street ditch. Goedken stated that the money has been spent on stormwater projects and he will report back with the amount in the stormwater fund. Coyle stated that the City lot on Cedar was supposed to be cleaned up and nothing has been done. He also questioned if the increased sewer fees are going into a separate account. Goedken stated that the income generated from sewer goes to the sewer fund, and sewer expenses and projects is all the money can be spent on.

Langerman moved to approve the consent agenda, Peach seconded, roll call unanimous.

Langerman moved to approve Resolution #2022-91 authorizing and providing for the incurrence of indebtedness for the purpose of providing a portion of the cost of acquiring, constructing, enlarging, improving and/or extending its municipal facility to serve an area lawfully within its jurisdiction to serve, Brighton seconded, roll call unanimous.

Lux moved to approve Resolution #2022-92 authorizing the Mayor, City Administrator or City Clerk to sign all documents related to the USDA Rural Development bond, grant, and interim private funding to move forward with the Waste Water Treatment Facility Project, Peach seconded, roll call unanimous.

Langerman motioned to authorize painting of the Monticello Regional Airport City owned hangars, seconded by Brighton, roll call unanimous.

Kahler reported that two of the HVAC units in the Community Building Auditorium are not working. Langerman motioned to authorize HVAC repairs in the Community Building Auditorium, seconded by Lux, roll call unanimous.

Peach motioned to authorize repairs of the AWOS System at the Monticello Regional Airport, Langerman seconded, roll call unanimous.

Smith reported that there is a full-time position open for a police officer and hiring incentives are becoming a necessity. He recommended a \$5,000 incentive, with \$2,000

being paid on the first paycheck, \$2,000 after six months and the final \$1,000 to be paid after one year of employment. Smith stated that approximately \$9,000 would be saved until an officer is hired, so the money would be in his budget for the incentive. Peach motioned to authorize Smith to proceed with offering a \$5,000 incentive, as outlined above, Langerman seconded, roll call unanimous.

Smith reported that he has advertised on Facebook and with Indeed for the police officer position. He stated that if anyone had any other ideas on where he could advertise, let him know. He also stated that sweet corn is currently being sold at Kardes and questioned if there was any desire to have them apply for a food vendor or transient merchant permit. Langerman stated that the corn is raw, not cooked, and they aren't going door to door, so she didn't think a permit was necessary. Goedken questioned if there has been any complaints or issues and Smith stated no.

Tjaden reported that they got the new pickup with the snow plow last week and they are fixing a few items at the plant.

Oswald reported that there is an opening on the Tree Board. They are asking for those interested to submit a letter stating why they are interested in serving on the board and they will discuss the applicants prior to making a recommendation to the Council.

Turnis reported that the new employee they hired is doing well. The five-week Summer Outdoor Adventure Program with Jones County Conservation and the Parks and Rec Department is over. There were over 75 participants and 16-17 finished. There are approximately 350 participants in the Summer Reading Program, which is approximately 50 more than last year.

Brighton moved to adjourn the meeting 6:17 p.m.

Dave Goedken, Mayor

Cheryl Clark, Deputy City Clerk

PAYROLL - JULY 28, 2022

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
AMBULANCE	July 11 - 24, 2022				
Abigale Frisch	\$ 374.40	\$ -	0.00	0.00	\$ 318.51
Jacob Gravel	1,744.10	32.10	13.50	13.50	1,267.88
Mason Hanson	1,488.40	-	0.00	0.00	1,067.09
David Husmann	2,189.90	237.90	0.00	0.00	1,222.95
Mary Intlekofer	1,988.60	36.60	0.00	0.00	1,373.51
Lori Lynch	3,219.95	1,041.55	0.00	0.00	2,118.38
Chloe Mogensen	514.80	-	0.00	0.00	411.37
Brian Rechkemmer	829.60	-	0.00	0.00	602.22
Ryan Sutcliffe	1,872.00	-	0.00	0.00	1,471.44
Curtis Wyman	2,634.88	922.88	0.00	9.75	1,749.95
TOTAL AMBULANCE	\$ 16,856.63	\$ 2,271.03	13.50	23.25	\$ 11,603.30
CEMETERY	July 9 - 22, 2022				
Dan McDonald	\$ 1,871.81	\$ 83.81	0.00	0.00	\$ 1,356.05
TOTAL CEMETERY	\$ 1,871.81	\$ 83.81	0.00	0.00	\$ 1,356.05
CITY HALL	July 10 - 23, 2022				
Cheryl Clark	\$ 1,816.01	\$ -	2.25	5.25	\$ 1,236.62
Russ Farnum	3,961.54	-	0.00	0.00	2,625.35
Sally Hinrichsen	4,117.09	-	0.00	0.00	2,670.73
Nanci Tuel	1,625.99	7.59	0.00	0.00	1,057.27
TOTAL CITY HALL	\$ 11,520.63	\$ 7.59	2.25	5.25	\$ 7,589.97
COUNCIL / MAYOR					
Scott Brighton	\$ 300.00	\$ -	0.00	0.00	\$ 276.78
Dave Goedken	500.00	-	0.00	0.00	453.30
Brenda Hanken	300.00	-	0.00	0.00	276.05
Candy Langerman	300.00	-	0.00	0.00	276.05
Chris Lux	300.00	-	0.00	0.00	275.78
Wayne Peach	300.00	-	0.00	0.00	235.05
Tom Yeoman	300.00	-	0.00	0.00	275.05
TOTAL COUNCIL / MAYOR	\$ 2,300.00	\$ -	0.00	0.00	\$ 2,068.06
LIBRARY	July 11 - 24, 2022				
Jacquelyn Egemo	\$ 945.75	\$ -	0.00	0.00	\$ 775.09
Caroline Olson	425.00	-	0.00	0.00	385.49
Penny Schmit	1,301.56	23.96	0.00	0.00	683.84
Michelle Turnis	1,773.69	-	0.00	0.00	1,040.47
TOTAL LIBRARY	\$ 4,446.00	\$ 23.96	0.00	0.00	\$ 2,884.89
MBC	July 11 - 24, 2022				
Keegan Arduser	\$ 1,384.62	\$ -	0.00	0.00	\$ 1,056.57
Zach Deering	797.50	-	0.00	0.00	684.55
Jacob Oswald	2,193.88	-	0.00	0.00	1,647.00
TOTAL MBC	\$ 4,376.00	\$ -	0.00	0.00	\$ 3,388.12
POLICE	July 11 - 24, 2022				
Zachary Buehler	\$ 936.21	\$ -	0.00	0.00	\$ 791.96
Peter Fleming	2,682.72	174.96	0.00	12.00	1,841.01

PAYROLL - JULY 28, 2022

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
Dawn Graver	2,540.80	-	0.00	0.00	1,832.06
Erik Honda	2,645.36	-	18.75	34.50	1,962.63
Jordan Koos	2,645.36	-	9.75	23.25	1,803.51
Nicole Minnihan	552.00	-	0.00	0.00	426.08
Britt Smith	3,461.54	-	0.00	0.00	2,523.83
Madonna Staner	1,623.20	-	0.00	0.00	1,230.20
Brian Tate	3,344.82	656.46	0.00	0.00	2,354.79
TOTAL POLICE	\$ 20,432.01	\$ 831.42	28.50	69.75	\$ 14,766.07
ROAD USE	July 9 - 22, 2022				
Zeb Bowser	\$ 1,957.32	\$ 125.72	5.25	5.25	\$ 1,375.44
Nick Kahler	2,238.39	-	0.00	0.00	1,511.67
TJ Nealsen	1,909.55	221.55	0.00	0.00	1,438.97
Jasper Scott	1,989.15	201.15	0.00	0.00	1,392.58
TOTAL ROAD USE	\$ 8,094.41	\$ 548.42	5.25	5.25	\$ 5,718.66
SEWER	July 9 - 22, 2022				
Tim Schultz	\$ 2,112.35	\$ 76.35	3.00	3.00	\$ 1,471.57
Jim Tjaden	2,576.92	-	0.00	0.00	1,867.32
TOTAL SEWER	\$ 4,689.27	\$ 76.35	3.00	3.00	\$ 3,338.89
SWIMMING POOL	July 8 - 21, 2022				
Lydia Ahlrichs	\$ 216.00	\$ -	0.00	0.00	\$ 178.48
Gabriella Barnhart	342.00	-	0.00	0.00	313.84
Rylan Bertling	56.19	-	0.00	0.00	51.90
Gabriella Donovan	130.50	-	0.00	0.00	120.52
Jill Flynn	275.88	-	0.00	0.00	254.78
Stella Flynn	145.00	-	0.00	0.00	133.91
Sullivan Flynn	873.00	-	0.00	0.00	742.72
Taylor Gassman	383.88	-	0.00	0.00	354.51
Ella Glawatz	365.75	-	0.00	0.00	337.77
Reeve Graver	141.75	-	0.00	0.00	130.90
Tyler Gray	5.44	-	0.00	0.00	5.02
Keaton Hermsen	191.94	-	0.00	0.00	177.26
Macaya Hollingshead	117.81	-	0.00	0.00	108.80
Karle Kramer	504.12	-	0.00	0.00	465.55
Jacob Miller	377.88	-	0.00	0.00	348.97
Cole Nietert	326.25	-	0.00	0.00	301.29
Cord Nietert	396.00	-	0.00	0.00	365.71
Alexis Orth	132.31	-	0.00	0.00	122.19
Dylan Ponder	509.50	-	0.00	0.00	459.38
Ethan Ponder	328.50	-	0.00	0.00	300.37
Lake Schnoor	161.88	-	0.00	0.00	149.49
Mace Schnoor	81.56	-	0.00	0.00	75.32
Emma Schwendinger	512.56	-	0.00	0.00	471.90
River Smith	3.63	-	0.00	0.00	3.35
Jessica Stadtmueller	153.00	-	0.00	0.00	141.29
Madeline Stadtmueller	703.00	-	0.00	0.00	628.73
Hayden Tomkins	541.13	-	0.00	0.00	484.42
Brock Westphal	282.13	-	0.00	0.00	258.55

PAYROLL - JULY 28, 2022

DEPARTMENT	GROSS PAY	OT PAY	COMP HRS. ACCRUED	COMP TOTAL	NET PAY
TOTAL SWIMMING POOL	\$ 8,258.59	\$ -	0.00	0.00	\$ 7,486.92
WATER	July 9 - 22, 2022				
Daniel Pike	\$ 2,012.00	\$ -	0.00	0.00	\$ 1,446.13
TOTAL WATER	<u>\$ 2,012.00</u>	<u>\$ -</u>	<u>0.00</u>	<u>0.00</u>	<u>\$ 1,446.13</u>
TOTAL - ALL DEPTS.	\$ 84,857.35	\$ 3,842.58	52.50	106.50	\$ 61,647.06

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL					
POLICE DEPARTMENT					
ALADTEC, INC.	PD SCHEDULING SOFTWARE	475.36			
BLADE PEST CONTROL INC	PD PEST CONTROL	42.00			
INFRASTRUCTURE TECHNOLOGY	PD COMPUTER SUPPORT FEES	137.12			
LYNCH DALLAS, P.C.	PD ATTORNEY FEES	280.50			
DAVID B MCNEILL	PD VEHICLE OPERATING	62.49			
NICOLE MINNIHAN	PD COAP GRANT MILEAGE	67.40			
RADIO COMMUNICATIONS CO INC	PD MINOR EQUIPMENT	324.00			

	110 POLICE DEPARTMENT TOTAL		1,388.87		
STREET LIGHTS					
ALLIANT ENERGY-IES	WELTER DR STREETLIGHTS	167.09			

	230 STREET LIGHTS TOTAL		167.09		
AQUATIC CENTER					
FAREWAY STORES #840-1	POOL CONCESSIONS	167.37			
JILL FLYNN	POOL SWIM TEAM SUPPLIES	9.36			
INFRASTRUCTURE TECHNOLOGY	POOL OFFICE SUPPLIES	57.50			
MYERS-COX CO.	POOL CONCESSIONS	354.46			
SPAHN & ROSE LUMBER CO INC	POOL BLDG REPAIR/MAINT	30.13			

	440 AQUATIC CENTER TOTAL		618.82		
CEMETERY					
JOHN DEERE FINANCIAL	CEMETERY GROUNDS SUPPLIES	87.98			
KRAMER FUNERAL HOME	CREMATION WALL PLAQUE - LOCK	910.00			

	450 CEMETERY TOTAL		997.98		
SOLDIER'S MEMORIAL BOARD					
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	44.13			

	498 SOLDIER'S MEMORIAL BOARD TOTAL		44.13		
ATTORNEY					
LYNCH DALLAS, P.C.	ATTORNEY FEES	66.00			

	641 ATTORNEY TOTAL		66.00		
CITY HALL/GENERAL BLDGS					
FP MAILING SOLUTIONS	CH OFFICE SUPPLIES	138.50			
INFRASTRUCTURE TECHNOLOGY	CH MISC CONTRACT WORK	325.00			
LADCO	CH BLDG REPAIR/MAINT	261.50			
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	88.26			

	650 CITY HALL/GENERAL BLDGS TOTAL		813.26		

	001 GENERAL TOTAL		4,096.15		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
MONTICELLO BERNDEN CENTER PARKS					
BAKER PAPER CO INC	MBC BUILDING SUPPLIES		362.87		
CENTRAL IOWA DISTRIBUTING INC	MBC BUILDING SUPPLIES		181.00		
INFRASTRUCTURE TECHNOLOGY	MBC OFFICE SUPPLIES		31.20		
KROMMINGA MOTORS INC	MBC POST HOLE AUGER RENTAL		250.00		
NEXT GENERATION PLBG & HTG LLC	MBC BLDG REPAIR/MAINT		130.00		

	430 PARKS TOTAL		955.07		

	005 MONTICELLO BERNDEN CENTER TOTAL		955.07		
FIRE FIRE					
SPAHN & ROSE LUMBER CO INC	FIRE SUPPLIES		131.98		

	150 FIRE TOTAL		131.98		

	015 FIRE TOTAL		131.98		
AMBULANCE AMBULANCE					
ALADTEC, INC.	AMB SCHEDULING SOFTWARE		1,782.64		
BLADE PEST CONTROL INC	AMB PEST CONTROL		42.00		
CREDIT BUREAU SERVICES OF IOWA	AMB COLLECTION COSTS		221.07		
LYLE "BUD" HOLUB	AMB OVERPAYMENT REFUND		112.08		
INFRASTRUCTURE TECHNOLOGY	AMB DATA PROCESSING		33.90		
LINDA KAHLER	AMB CLOTHING		285.00		
PHYSICIAN'S CLAIM COMPANY	AMB BILLING FEES		2,925.42		
STERICYCLE, INC.	AMB PHARMACEUTICAL DISPOSAL		79.35		
UNITY POINT HEALTH	AMB MEDICAL SUPPLIES		147.64		
ZOLL MEDICAL CORPORATION	AMB MEDICAL SUPPLIES		560.00		

	160 AMBULANCE TOTAL		6,189.10		

	016 AMBULANCE TOTAL		6,189.10		
TRUST FUND/STREET BOND PUBLIC WORKS					
ZIMMERMAN BUILDINGS INC	ST BOND REFUND- 224 N CHESTNUT		250.00		

	299 PUBLIC WORKS TOTAL		250.00		

	023 TRUST FUND/STREET BOND TOTAL		250.00		
LIBRARY IMPROVEMENT LIBRARY					
MONK ENTERPRISES LLC	LIB IMP SUMMER READING PROGRAM		25.00		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
	410 LIBRARY TOTAL		25.00		
	030 LIBRARY IMPROVEMENT TOTAL		25.00		
LIBRARY					
LIBRARY					
ANAMOSA PUBLICATIONS	LIB SUBSCRIPTION		55.00		
INFRASTRUCTURE TECHNOLOGY	LIB DATA PROCESSING		57.50		
JOHN DEERE FINANCIAL	LIB PROGRAMS/PROMOTIONS		7.29		
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE		44.13		
	410 LIBRARY TOTAL		163.92		
	041 LIBRARY TOTAL		163.92		
SUPER MAC FUND					
SUPER MAC FUND					
INFRASTRUCTURE TECHNOLOGY	SUPER MAC COMPUTER		1,570.98		
	499 SUPER MAC FUND TOTAL		1,570.98		
	045 SUPER MAC FUND TOTAL		1,570.98		
AIRPORT					
AIRPORT					
ALLIANT ENERGY-IES	20373 HWY 38 TERMINAL BLDG		815.30		
INTERSTATE POWER & LIGHT INC.	AIRPORT AWOS REPAIRS		30,536.64		
MONTICELLO AVIATION INC	AIRPORT MANAGER		2,166.66		
	280 AIRPORT TOTAL		33,518.60		
	046 AIRPORT TOTAL		33,518.60		
ROAD USE					
STREETS					
ZACHARY ADAM BOWSER	RU TREE & STUMP REMOVAL		2,740.00		
INFRASTRUCTURE TECHNOLOGY	RU DATA PROCESSING		9.90		
JOHN DEERE FINANCIAL	RU STREET MAINTENANCE SUPPLIES		401.11		
MID-AMERICAN RESEARCH CHEMICAL	RU SUPPLIES		141.34		
MONTICELLO MACHINE SHOP INC	RU EQUIP REPAIR/MAINT		29.80		
L.L. PELLING CO	RU STREET MAINTENANCE CONTRACT		55,000.00		
RADIO COMMUNICATIONS CO INC	RU SUPPLIES		45.00		
UNITY POINT CLINIC -	RU OSHA - KAHLER		31.50		
	210 STREETS TOTAL		58,398.65		
	110 ROAD USE TOTAL		58,398.65		

CLAIMS REPORT

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
TRUST/SLAVKA GEHRET FUND LIBRARY					
BAKER & TAYLOR BOOKS	LIB GEHRET BOOKS		49.57		
MICRO MARKETING LLC	LIB GEHRET BOOKS		46.39		

	410 LIBRARY TOTAL		95.96		

	178 TRUST/SLAVKA GEHRET FUND TOTAL		95.96		
POCKET PARK PARKS					
MONTICELLO CARPET & INTERIORS	POCKET PARK IMPROVEMENTS		6.29		

	430 PARKS TOTAL		6.29		

	375 POCKET PARK TOTAL		6.29		
TRUST/IOMA MARY BAKER LIBRARY					
CENTER POINT PUBLISHING	LIB BAKER BOOKS		45.54		
CENGAGE LEARNING GALE	LIB BAKER BOOKS		98.00		

	410 LIBRARY TOTAL		143.54		

	503 TRUST/IOMA MARY BAKER TOTAL		143.54		
WATER					
WATER					
NICHOLAS DANOVER	OVERPAYMENT REFUND		50.00		
FREESE MOTORS INC	WATER VEHICLE OPERATING		299.99		
INFRASTRUCTURE TECHNOLOGY	WATER DATA PROCESSING		18.90		
IOWA ASSN OF MUNICIPAL UTILI	WATER DUES - 2022		908.00		
IOWA ONE CALL	WATER SYSTEM		38.70		
JOHN DEERE FINANCIAL	WATER VEHICLE OPERATING		2.99		
LAPORTE MOTOR SUPPLY	WATER VEHICLE OPERATING		22.79		
MUNICIPAL SUPPLY INC	WATER SYSTEM		2,050.00		
SPAHN & ROSE LUMBER CO INC	WATER SUPPLIES		24.30		
JAN TOENJES	OVERPAYMENT REFUND - TOOMER		4.18		
UNITY POINT CLINIC -	WATER OSHA - SCHULTZ		21.00		

	810 WATER TOTAL		3,440.85		

	600 WATER TOTAL		3,440.85		
CUSTOMER DEPOSITS					
WATER					
CITY OF MONTICELLO	RIGBY/DIANNA & CHARLES		775.00		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
	810 WATER TOTAL		775.00		
	602 CUSTOMER DEPOSITS TOTAL		775.00		
SEWER					
SEWER					
TRACY L CHAPPELL	SEWER SYSTEM		2,587.77		
FAREWAY STORES #840-1	SEWER LAB SUPPLIES		18.95		
INFRASTRUCTURE TECHNOLOGY	SEWER DATA PROCESSING		7.40		
IOWA DEPT OF NATURAL RESOURCES	SEWER NPDES ANNUAL FEE		1,275.00		
IOWA ONE CALL	SEWER SYSTEM		38.70		
JOHN DEERE FINANCIAL	SEWER EQUIP REPAIR/MAINT		186.02		
N & N TRAILER SALES	SEWER EQUIP REPAIR/MAINT		360.00		
UNITY POINT CLINIC -	SEWER OSHA - SCHULTZ		31.50		
	815 SEWER TOTAL		4,505.34		
	610 SEWER TOTAL		4,505.34		
SANITATION					
SANITATION					
REPUBLIC SERVICES	RESIDENTIAL GARBAGE		25,391.58		
	840 SANITATION TOTAL		25,391.58		
	670 SANITATION TOTAL		25,391.58		
	Accounts Payable Total		139,658.01		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	4,096.15
005	MONTICELLO BERND'S CENTER	955.07
015	FIRE	131.98
016	AMBULANCE	6,189.10
023	TRUST FUND/STREET BOND	250.00
030	LIBRARY IMPROVEMENT	25.00
041	LIBRARY	163.92
045	SUPER MAC FUND	1,570.98
046	AIRPORT	33,518.60
110	ROAD USE	58,398.65
178	TRUST/SLAVKA GEHRET FUND	95.96
375	POCKET PARK	6.29
503	TRUST/IOMA MARY BAKER	143.54
600	WATER	3,440.85
602	CUSTOMER DEPOSITS	775.00
610	SEWER	4,505.34
670	SANITATION	25,391.58

	TOTAL FUNDS	139,658.01

City of Monticello - Monthly Summary - June 1st thru 30th, 2022

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Clerk's Cash In Bank	Clerk's Cash In Bank	Clerk's Cash In Bank	Investments	Investments	Ending Fund Balance
GENERAL FUNDS:	General	864207.97	106130.89	2073.42	-0.63	153003.44	29375.00	790033.21	775.00	601738.65	187519.56				790033.21
	Soldiers Memorial Board	11464.26	325.00			167.50		11621.76				11621.76			11621.76
	Monticello Bernides Center	49128.73	4587.75	48.36		26108.00		27656.84	100.00	27556.84					27656.84
	Dare	6707.07		6.62				6713.69							6713.69
	Canine	5393.13		5.32		113.38		5285.07		5285.07					5285.07
	Insurance Fund	44717.73		44.10		571.34		44190.49		23329.46	20861.03				44190.49
	Monticello Trees Forever	35388.24		26.06		4970.00		30444.30		30444.30					30444.30
	Fire	176710.69	14464.01	174.28		14324.27		177024.71		71013.19	106011.52				177024.71
	Ambulance Operating	173890.24	25472.51	166.12	18750.00	52555.93		165722.94		107931.51	57791.43				165722.94
	Hotel/Motel Tax Fund	26071.96		25.71				26097.67		26097.67					26097.67
	Earl F Lehmann Trust	238.38		0.03				238.41				238.41			238.41
	Street Bond	1300.00						1300.00		1300.00					1300.00
	Police Improvement	1075.77	7.00	1.01					1083.78		1083.78				1083.78
	Library Improvement	32862.18	799.98	32.41		1520.54		32174.03		10511.31	21662.72				32174.03
	Library	32226.68	357.68	31.71	10625.00	16001.75		27239.32	75.00	22006.00	5158.32				27239.32
	Equipment Set-A-Side	57771.07	100.00	54.05				57925.12		40191.18	17733.94				57925.12
	Super Mac	24898.39		24.56		2421.33		22501.62		22501.62					22501.62
	Airport	130961.22	37802.24	129.16		2536.60		166356.02		116004.13	50351.89				166356.02
	Revolving Loan Fund	42572.38		41.98				42614.36		15651.90	26982.46				42614.36
	SPECIAL REVENUE FUNDS:	Road Use Tax	318285.57	70869.57			33526.29		355628.85		56055.28	299573.57			
Road Use Tax Set-a-side		81143.77		80.03				81223.80		5196.72	76027.08				81223.80
Employee Benefits		344342.66	1860.31			48745.97		297457.00		34187.04	263269.96				297457.00
TIF Tax Collections		405577.52	2617.58	58.20		81153.00		327100.30		300619.91	26480.39				327100.30
Slavka Gehret Trust		204056.79		201.25		311.35		203946.69		4644.70	199301.99				203946.69
Police Forfeiture Acct		1180.78		1.16				1181.92		1181.92					1181.92
Debt Service		130643.90	1549.89	128.85		740.00		131582.64		12767.23	118815.41				131582.64
TIF - Debt Payments		360.50				360.00		0.50		0.50					0.50
ARPA Grant		293008.21		288.99				293297.20		975.54	29321.66				293297.20
Park Improvements		125894.77		121.06		126.48		125899.35		88004.63	37884.72				125899.35
DEBT SERVICE FUNDS:	Library Capital Improvement	14032.68		12.84				14045.52		14045.52					14045.52
	Ambulance Improvements	123662.58	7163.76	118.97				130945.31		41605.53	89339.78				130945.31
	TIF Projects	0.00						0.00							0.00
	Cemetery Improvements	19238.42	640.00	191.76				20070.18		2274.07	17796.11				20070.18
	Capital Improvements	197722.14		195.01		182912.83		15004.32		5808.13	9196.19				15004.32
	Low Income Housing	15449.22		15.23				15464.45			15464.45				15464.45
	Baty Disc Golf Course	7661.83		7.46		1300.00		6369.29		6188.78	180.51				6369.29
	Mary Maxine Redmond Trust	7143.42		7.04				7150.46		503.39	6647.07				7150.46
	Pocket Park	10431.32		10.01				10441.33		5360.78	5080.55				10441.33
	Cemetery Perpetual Care	175191.30	970.00					176161.30		3124.00	173037.30				176161.30
PERMANENT FUNDS:	Charles S Bidwell Book Trust	81414.20		79.30		659.38		80834.12		577.25	80256.87				80834.12
	Loma Mary Baker Trust	37489.26		36.97		87.48		37438.75		323.53	37115.22				37438.75
ENTERPRISE FUNDS:	Water Operating	198177.69	35086.53	195.45		22959.75	-0.63	210500.55		80158.16	130342.39				210500.55
	Customer Deposits	99790.16	1050.00			525.00		100315.16		18742.60	81572.56				100315.16
	Water Capital Improvements	53015.16	8063.00	101.48				61179.64		54685.97	6493.67				61179.64
	Sewer Operating	546906.60	96218.75	539.41		35242.44		608422.32		346329.29	262093.03				608422.32
	Sewer Sinking	50000.00		49.32				50049.32		50049.32					50049.32
	Sewer Capital Improvements	174186.01	2063.01	221.00				176470.02		167649.14	8820.88				176470.02
	Sanitation	129214.71	51073.00	87.44		43125.72		137249.43		106920.43	30329.00				137249.43
	Sanitation Capital Improvements	8604.40		8.49				8612.89		8612.89					8612.89
	Yard Waste	31788.73	3625.71	31.35		267.10		35178.69		25067.59	10111.10				35178.69
	Storm Water fund	8499.30	6622.90	8.38		731.45		14399.13		14399.13					14399.13
AGENCY FUNDS	Self Funded Insurance	0.00	740.83			740.83		0.00							0.00
	Flex Spending	161.02						161.02		161.02					161.02
	Enterprise Flex Spending	107.48						107.48		107.48					107.48
TOTAL OF ALL FUNDS		5611968.17	480261.90	5681.35	29374.37	727809.15	29374.37	5370102.27	950.00	2585687.77	2771604.33	11860.17	0.00	0.00	5370102.27

Reviewed by: 

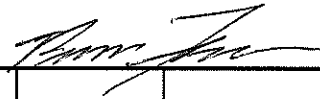
City of Monticello
Bank Reconciliation Report
For the Month of June 2022

Bank Balance		
General Checking	\$2,649,796.03	
Property Tax & Water	\$2,771,604.33	
Soldiers Memorial Ckg	\$11,689.26	
Earl F Lehmann Trust	\$238.41	
Soldier Memorial Money Market		
Total Bank Balance		\$5,433,328.03
Plus (Minus) Adjustment:		
Bank Charge/Error	\$0.00	
Total Adjustment		\$0.00
Plus Outstanding Credit Card Pymt:		
Credit Card Payments	\$660.20	
Total Outstanding Credit Card Pymts		\$660.20
Less Outstanding Checks:		
Financial/Payroll	\$64,768.46	
Soldiers Memorial	\$67.50	
Total Outstanding Checks		\$64,835.96
Plus Investments:		
Time Certificates	\$0.00	
Petty Cash	\$950.00	
Total Investments		\$950.00
Treasurer's Balance		\$5,370,102.27

Prepared By: Sally Hinrichsen 7-15-2022
Sally Hinrichsen, City Clerk

Reviewed by: Russell Farnum
Russell Farnum, City Administrator


City of Monticello
Cash On Hand By Bank
For June 30, 2022



Bank	Amount	Interest rate	Maturity date	Length of investment	Purpose
Account type & number					
F & M Bank					
Total by Bank	\$0.00				
Citizens State Bank					
Savings # 6025641	\$238.41	0.150	N/A		Earl F Lehmann Trust
Checking #394486	\$11,621.76		N/A		Soldier Memorial
Total by Bank	\$11,860.17				
Dutrac Credit Union					
Total by Bank	\$0.00				
Regions Banks					
Money Market #0087688689	\$0.00				Soldiers Memorial
Total by Bank	\$0.00				
Fidelity Bank & Trust					
	\$0.00				
	\$0.00				
Ohnward Bank & Trust					
General Ckg/Sweep #40002008	\$2,649,796.03	1.25	N/A		General Checking
Property Tax & Water #40001992	\$2,771,604.33	1.25	N/A		General Savings
Total by Bank	\$5,421,400.36				
Total Cash on Hand- All Banks	\$5,433,260.53				
Plus Petty Cash	\$950.00				Clerk's Office, Library, Aquatic Center and Berndes Center
Adjust Bank Error	\$0.00				
Plus Outstanding Credit Card Pymt	\$660.20				
Less Outstanding Checks	\$64,768.46				
Treasurer's Balance	\$5,370,102.27				

All of the accounts referenced above are "City" accounts, reported under the City Federal I.D. #. This is an all inclusive list of such accounts, including all Clerk's Office and Departmental Checking Accounts, same being subject to review during the annual City audit. In addition to the above accounts, the following component units, while legally separate entities from the City, are considered by the auditor to be "so intertwined with the City" that they are also subject to review during the City audit.

Riverside Gardeners, Inc
Monticello Firefighters Organization, Inc
Monticello Emergency Medical Team
Friends of the Monticello Public Library
Monticello Youth Baseball & Softball Assn

Fund	Activity	Beginning Fund Balance	Revenue	Interest Earned	Transfers In	Expenses	Transfers Out	Ending Fund Balance	Cash on Hand	Reviewed by: 			Clerk's Cash in Bank	Investments	Ending Fund Balance
GENERAL FUNDS:	General	786675.06	2352082.26	21599.47	34585.37	1524351.95	880557.00	790033.21	775.00	601738.65	187519.56	0.00	0.00	0.00	790033.21
	Soldiers Memorial Board	12649.92	3500.00	0.00	0.00	4528.16	0.00	11621.76	0.00	0.00	0.00	0.00	0.00	0.00	11621.76
	Monticello Barnes Center	25319.39	58951.85	162.00	180520.00	237296.20	0.00	27656.84	100.00	27556.84	0.00	0.00	0.00	0.00	27656.84
	Dare	6820.78	0.00	80.91	0.00	188.00	0.00	6713.69	0.00	6713.69	0.00	0.00	0.00	0.00	6713.69
	Canine	7695.95	3330.00	102.10	0.00	1642.98	4200.00	5285.07	0.00	5285.07	0.00	0.00	0.00	0.00	5285.07
	Insurance Fund	40292.73	0.00	487.04	20000.00	16589.28	0.00	44190.49	0.00	23329.46	20861.03	0.00	0.00	0.00	44190.49
	Monticello Trees Forever	23128.91	2040.00	275.39	10000.00	5000.00	0.00	30444.30	0.00	30444.30	0.00	0.00	0.00	0.00	30444.30
	Fire	124534.00	75091.45	1647.26	128517.00	107765.00	45000.00	177024.71	0.00	71013.19	106011.52	0.00	0.00	0.00	177024.71
	Ambulance Operating	96527.57	358784.49	1337.32	225000.00	505926.44	10000.00	165722.94	0.00	107931.51	57791.43	0.00	0.00	0.00	165722.94
	Hotel/Motel Tax Fund	16868.81	34681.06	258.80	0.00	15712.00	10000.00	26097.67	0.00	26097.67	0.00	0.00	0.00	0.00	26097.67
	Earl F Lehmann Trust	238.29	0.00	0.12	0.00	0.00	0.00	238.41	0.00	0.00	0.00	0.00	0.00	0.00	238.41
	Street Bond	1300.00	500.00	0.00	0.00	500.00	0.00	1300.00	0.00	1300.00	0.00	0.00	0.00	0.00	1300.00
	Police Improvement	499.52	724.00	10.26	0.00	150.00	0.00	1083.78	0.00	1083.78	0.00	0.00	0.00	0.00	1083.78
	Library Improvement	32002.39	19275.24	329.55	0.00	19433.15	0.00	32174.03	75.00	10511.31	21662.72	0.00	0.00	0.00	32174.03
	Library	25875.05	27296.67	382.02	127500.00	151594.42	2000.00	27239.32	0.00	22006.00	5158.32	0.00	0.00	0.00	27239.32
	Equipment Set-A-Side	37264.14	200.00	460.98	20000.00	0.00	0.00	57925.12	0.00	40191.18	17733.94	0.00	0.00	0.00	57925.12
	Super Mac	189011.87	0.00	223.13	25000.00	21533.38	0.00	22501.62	0.00	22501.62	0.00	0.00	0.00	0.00	22501.62
	Airport	89007.11	158699.55	1372.45	0.00	82723.09	0.00	166356.02	0.00	116004.13	50351.89	0.00	0.00	0.00	166356.02
	Revolving Loan Fund	42102.61	0.00	511.75	0.00	0.00	0.00	42614.36	0.00	15651.90	26962.46	0.00	0.00	0.00	42614.36
SPECIAL REVENUE FUNDS:	Road Use Tax	563025.67	554432.83	0.00	0.00	681829.65	80000.00	355628.85	0.00	56055.28	299573.57	0.00	0.00	0.00	355628.85
	Road Use Tax Set-a-side	65.19	0.00	1156.61	80000.00	0.00	0.00	81223.80	0.00	5196.72	76027.08	0.00	0.00	0.00	81223.80
	Employee Benefits	385677.86	458603.44	0.00	0.00	546824.30	0.00	297457.00	0.00	34187.04	263269.96	0.00	0.00	0.00	297457.00
	TIF Tax Collections	72583.87	714143.14	382.25	0.00	243669.76	219778.00	327100.30	0.00	300819.91	26480.39	0.00	0.00	0.00	327100.30
	Slavka Gehret Trust	205106.57	0.00	2461.18	0.00	3621.06	0.00	203946.69	0.00	4644.70	199301.99	0.00	0.00	0.00	203946.69
	Police Fortleisure Acct	1167.73	0.00	14.19	0.00	0.00	0.00	1181.92	0.00	1181.92	0.00	0.00	0.00	0.00	1181.92
	Debt Service	117437.09	388178.74	2742.81	42604.00	419380.00	0.00	131582.64	0.00	12767.23	118815.41	0.00	0.00	0.00	131582.64
	TIF - Debt Payments	0.00	0.00	0.00	219778.00	219777.50	0.00	0.50	0.00	0.50	0.00	0.00	0.00	0.00	0.50
	ARPA Grant	0.00	29007.452	3222.68	0.00	0.00	0.00	293297.20	0.00	975.54	293297.20	0.00	0.00	0.00	293297.20
	Park Improvements	33612.91	191995.00	593.60	80000.00	180312.16	0.00	125889.35	0.00	88004.63	37884.72	0.00	0.00	0.00	125889.35
PERMANENT FUNDS:	Library Capital Improvements	11900.10	0.00	145.42	2000.00	0.00	0.00	14045.52	0.00	14045.52	0.00	0.00	0.00	0.00	14045.52
	Ambulance Improvements	93556.76	36096.99	1291.56	0.00	0.00	0.00	130945.31	0.00	41605.53	89339.78	0.00	0.00	0.00	130945.31
	TIF Projects	113265.95	0.00	0.00	0.00	113265.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Cemetery Improvements	60303.29	2997.20	2430.69	0.00	45661.00	0.00	20070.18	0.00	2274.07	17796.11	0.00	0.00	0.00	20070.18
	Capital Improvements	354805.77	35306.00	3260.83	123020.00	501388.28	0.00	15004.32	0.00	5808.13	9196.19	0.00	0.00	0.00	15004.32
	Low Income Housing	15279.85	0.00	184.60	0.00	0.00	0.00	15464.45	0.00	0.00	15464.45	0.00	0.00	0.00	15464.45
	Baby Disc Golf Course	5456.72	0.00	37.68	6000.00	5125.11	0.00	6369.29	0.00	6188.78	180.51	0.00	0.00	0.00	6369.29
	Mary Maxine Redmond Trust	7807.06	0.00	92.01	0.00	748.61	0.00	7150.46	0.00	503.39	6647.07	0.00	0.00	0.00	7150.46
	Pocket Park	10451.75	400.00	128.14	0.00	538.56	0.00	10441.33	0.00	5360.78	5080.55	0.00	0.00	0.00	10441.33
	Cemetery Perpetual Care	171699.10	4462.20	0.00	0.00	0.00	0.00	176161.30	0.00	3124.00	173037.30	0.00	0.00	0.00	176161.30
	Charles S Bidwell Book Trust	82819.55	0.00	989.27	0.00	2974.70	0.00	80834.12	0.00	577.25	80256.87	0.00	0.00	0.00	80834.12
	Idma Mary Baker Trust	38161.32	0.00	458.61	0.00	1181.38	0.00	37438.75	0.00	323.53	37115.22	0.00	0.00	0.00	37438.75
	Water Operating	136901.59	453812.28	2182.74	0.00	337295.69	45100.37	210500.55	0.00	80158.16	130342.39	0.00	0.00	0.00	210500.55
	Customer Deposits	94090.70	12930.00	0.00	0.00	6705.54	0.00	100315.16	0.00	18742.80	81572.56	0.00	0.00	0.00	100315.16
	Water Capital Improvements	14845.56	45414.22	919.86	0.00	0.00	0.00	61179.64	0.00	54685.97	6493.67	0.00	0.00	0.00	61179.64
	Sewer Operating	284569.66	941734.35	4274.99	0.00	565480.69	56676.00	608422.32	0.00	346329.29	262093.03	0.00	0.00	0.00	608422.32
	Sewer Sinking	0.00	0.00	49.32	50000.00	0.00	0.00	50049.32	0.00	50049.32	0.00	0.00	0.00	0.00	50049.32
	Sewer Capital Improvements	19589.70	602089.23	1141.09	0.00	446350.00	0.00	176470.02	0.00	167649.14	8820.88	0.00	0.00	0.00	176470.02
	Sanitation	67172.42	590106.72	1145.20	0.00	521174.91	0.00	137249.43	0.00	106920.43	30329.00	0.00	0.00	0.00	137249.43
	Sanitation Capital Improvements	8509.42	0.00	103.47	0.00	0.00	0.00	8612.89	0.00	8612.89	0.00	0.00	0.00	0.00	8612.89
	Yard Waste	27203.13	43744.18	337.65	0.00	36106.27	0.00	35178.69	0.00	25067.59	10111.10	0.00	0.00	0.00	35178.69
	Storm Water fund	4712.32	63621.75	92.49	0.00	32814.43	21213.00	14399.13	0.00	14399.13	0.00	0.00	0.00	0.00	14399.13
AGENCY FUNDS	Self Funded Insurance	0.00	27368.27	0.00	0.00	27368.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Flex Spending	161.02	0.00	0.00	0.00	0.00	0.00	161.02	0.00	161.02	0.00	0.00	0.00	0.00	161.02
	Enterprise Flex Spending	107.48	0.00	0.00	0.00	0.00	0.00	107.48	0.00	107.48	0.00	0.00	0.00	0.00	107.48
TOTAL OF ALL FUNDS		4389462.01	8552667.44	62500.69	1374524.37	7634527.87	1374524.37	5370102.27	950.00	2585687.77	2771604.33	11860.17	0.00	0.00	5370102.27

City Council Meeting
Prep. Date: 7/26/2022
Preparer: Sally Hinrichsen



Agenda Item: # 1
Agenda Date: 8/01/2022

Communication Page

Agenda Items Description: Resolution Approving Galen Eilers Tax Abatement Application related to Residential Improvements constructed at 678 North Chestnut Street, Monticello, Iowa

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Proposed Resolution

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Abatement Application filed by Galen Eilers related to residential improvements constructed at 678 North Chestnut Street, Monticello, Iowa

Background Information: This Resolution provides the tax abatement as set out in the Code for residential properties. The new value added by the improvement, up to \$75,000, is exempt from taxation for five years.

Staff Recommendation: It is recommended that the Council approve the proposed resolution providing for the Standard Tax Abatement as set out above.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #2022-

Approving Galen Eilers Tax Abatement Application related to Residential
Improvements constructed at 678 North Chestnut Street, Monticello, Iowa

WHEREAS, Monticello has enacted an Urban Revitalization Tax Abatement program
and codified same at Chapter 10 of the Monticello Code of Ordinances, and

WHEREAS, Galen Eilers has completed and filed an Application for Tax Abatement
related to residential property located at 678 North Chestnut Street, and

WHEREAS, The City Council finds that the information submitted therein is consistent
with that required by the Monticello Code of Ordinances, and

WHEREAS, The Council further finds that the estimated completion date of the
improvements is July 13, 2022, and finds, based thereon, that the Jones County Assessor
will need to determine how many years of tax abatement remain on this property, being
tied to the date on which the property was deemed to be 100% complete for taxation
purposes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Monticello, Iowa
does hereby approve the Application for Tax Abatement filed by Galen Eilers as set forth
above, consistent with Chapter 10 of the Monticello Code of Ordinances, said
Application bearing the date of July 25, 2022 and being signed by Galen Eilers and
further directs the Monticello City Clerk to file same with the Jones County Assessor as
prescribed by law.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 1st day
of August, 2022.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

City Council Meeting
Prep. Date: 07/27/2022
Preparer: Russell Farnum



Agenda Item: # 2
Agenda Date: 8/01/2022

Communication Page

Agenda Items Description: Accepting FAA Grant Agreement, project No. 3-19-0061-012-2022, Monticello Regional Airport for the Construct Connector Taxiway Project and directing the City's Designated Official to execute said grant agreement

Type of Action Requested: Resolution

Attachments & Enclosures:

Grant Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: On April 7 the Council held a special meeting to approve bids for the Connector Taxiway project at the airport. Boomerang was awarded the bid in the amount of \$ 933,645.

At the time, the FAA grant agreement was not ready for Council approval. The grant agreement from FAA is now complete and ready for approval by Council.

A quick review of the overall cost and funding sources for this project:

FAA Federal funding (grant)	\$ 867,740
State funding (grant)	64,000
City share (match)	112,415
	<u>\$ 1,044,155</u>

Please note the total cost includes the design, engineering and inspection fees, as well as the contract bid amount from Boomerang, resulting in an amount higher than just the \$933,645 construction cost.

The City share is generated by revenues from the airport, including the agricultural leases, hangar leases, City share of fuel sales, and other revenues. No local property tax funding supports the airport or its operations.

Recommendation: This project has been discussed by the Council at several prior meetings. This grant agreement allows the commencement of the construction on this important improvement.

Approval of the grant agreement is recommended.

THE CITY OF MONTICELLO, IOWA

RESOLUTION #

**Accepting FAA Grant Agreement, project No. 3-19-0061-012-2022,
Monticello Regional Airport for the Construct Connector
Taxiway Project and directing the City's Designated
Official to execute said grant agreement**

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

WHEREAS, The City Council previously authorized the expenditure of AIP funds for the Construct Connector Taxiway Project, and

WHEREAS, The City Council subsequently authorized the submission of a request to the FAA allowing the City to use Monticello Bipartisan Infrastructure Law (BIL) Funds towards the Construct Connector Taxiway Project at the Monticello Airport, and

WHEREAS, the FAA has approved of the City's use of Bipartisan Infrastructure Law (BIL) funds and Multi-year Airport Improvement Program (AIP) funds for purposes of the Construct Connector Taxiway Project, and has forwarded a grant agreement setting out the rights and responsibilities of the parties, and

WHEREAS, the approved Multi-year Grant totals a maximum amount of \$867,740, or 90% of the total project costs whichever is greater. The project is planned to be funded in Fiscal Years 2022 in the amount of \$744,885 and 2023 in the amount of \$122,855, and

WHEREAS, the Council finds that the acceptance of this grant is a pre-requisite to moving forward with the previously approved Construct Connector Taxiway Project and should therefore be approved.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 1st day of August, 2022, that the FAA Grant Agreement related to Project 3-19-0061-012-2022 is hereby approved in its' entirety and the City's Designated Official is directed to execute said grant agreement on behalf of the City Council.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed.
Done this 1st day of August, 2022.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Mr. Russ Farnum
City Administrator
City of Monticello
200 East First Street
Monticello, IA 52310

Dear Mr. Farnum:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-19-0061-012-2022 at Monticello Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than: **August 20th, 2022**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Anthony Pollard, (816) 329-2619, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jim A. Johnson
Director, Central Region Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>July 19, 2022</u>
Airport/Planning Area	<u>Monticello Regional</u>
FY 2022 AIP Grant Number	<u>3-19-0061-012-2022</u>
Unique Entity Identifier	<u>YD2ESKP6X6F3</u>
TO:	<u>City of Monticello</u>
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **April 08, 2022**, for a grant of Federal funds for a project at or associated with the **Monticello Regional Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Monticello Regional Airport** (herein called the "Project") consisting of the following:

**Construct Hangar Taxilane from Parallel Taxiway A (5,230 SqYds),
Install Medium Intensity Taxiway Edge Lights (MITLs)**

Which, is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$744,885.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$744,885.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. *Means the* total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR §200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 20th, 2022** or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 § CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the Grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this Condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

- 23. AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated **November 01, 2009**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

26. Multi-Year Grants - Letter of Agreement. The project defined in the Project Grant Application requires a multi-year grant agreement in accordance with 49 U.S.C. § 47108(a). The total United States share of the multi-year project is **\$867,740** and the project is planned to be funded in Fiscal Years **2022 and 2023**. The conditions of this multi-year Grant include the following, which are in addition to all other terms, conditions, and grant assurances attached to this Grant Agreement:

- a. The maximum obligation for the current fiscal year stated in Condition No. 1, Maximum Obligation, of this Grant Agreement may be increased in accordance with Condition No. 18, Maximum Obligation Increase, provided the statutory permissions are met. Furthermore, the Sponsor must request eligible and justified additional amounts through a grant amendment, which is separate from the multi-year amendment process prescribed in subsection b. of this condition.
 - b. After an annual appropriations act is enacted funding the AIP and applicable calculations are determined, the FAA will issue a letter to the Sponsor amending the obligated amount for the multi-year Grant; however, such amount shall not exceed the United States' share of the total estimated cost of completion, except as provided in 49 U.S.C. § 47108(b). At such time when the FAA can calculate the funding and incur the obligation, the FAA will establish each fiscal year's maximum obligation in a letter to the Sponsor. The newly obligated amounts for each successive fiscal year will begin a new budget period (See Condition 2, Grant Performance). Funding and the associated Federal share for each fiscal year will be subject to the restriction on the use of such apportionments imposed on FAA by existing 49 U.S.C. § 47108 and future appropriations acts, unless otherwise stated in the annual appropriations act or another Act enacted into law.
 - c. Under 49 U.S.C. § 47108(a), as amended, and at the Sponsor's request, the FAA commits the United States to obligate an additional amount pursuant to 49 U.S.C. § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation, including Federal share provided in future appropriations, for this project for each of the following fiscal years:
 - 1. FY-2022: \$744,885
 - 2. FY-2023: \$122,855
 - d. The Sponsor and the FAA acknowledge this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this Grant Agreement and limitations of the law.
27. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
28. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

4. Qualifications of engineering supervision and construction inspection personnel;
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

29. Protection of Runway Protection Zone - Airport Property. The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.

30. Protection of Runway Protection Zone - Easement. The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

31. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;

- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated July 19, 2022

City of Monticello

(Name of Sponsor)

By:

Russell Farnum

(Signature of Sponsor's Authorized Official)

Russell Farnum

(Typed Name of Sponsor's Authorized Official)

City Administrator

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Douglas D. Herman, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at July 19, 2022

By: Douglas D. Herman
 Douglas D. Herman (Jul 19, 2022 17:22 CDT)
 (Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
 - 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such

land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to,

current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of April 08, 2022.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: 06/27/2022		4. Applicant Identifier: _____
5a. Federal Entity Identifier: 3-19-0061-012		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Monticello		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004891		* c. UEI: YD2ESKP6X6F3
d. Address:		
* Street1: 200 E 1st Street		
Street2: _____		
* City: Monticello		
County/Parish: _____		
* State: IA: Iowa		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 52310-0000		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____		* First Name: Russell
Middle Name: _____		
* Last Name: Farnum		
Suffix: _____		
Title: City Administrator		
Organizational Affiliation: _____		
* Telephone Number: 319-465-3577		Fax Number: 319-465-3527
* Email: rfarnum@ci.monticello.ia.us		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

Airport Improvement Program

*** Title:**

Airport Improvement Program (AIP)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design and construct apron/taxiway improvements
Monticello Regional Airport (MXO)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)**17. Proposed Project:*** a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="867,740.00"/>
* b. Applicant	<input type="text" value="96,415.00"/>
* c. State	<input type="text" value="64,000.00"/>
* d. Local	<input type="text" value="16,000.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="1,044,155.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

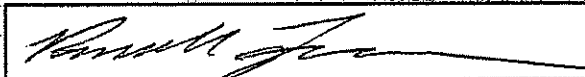
Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Monticello has adopted a future land use plan and land use zoning regulations. The City has also adopted an airport height restriction ordinance. Jones County has adopted a land use plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City is not in default on any obligation to the United States.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The City can carry out the project and grant assurance provisions.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is shown on an ALP given conditional approval by FAA

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

The proposed project was discussed during the airport master plan process, the Airport Board and City Council

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

The project has been discussed with the local pilot community, tenants and FBO.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The City Council has held public hearings at regular/special council meetings.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

The proposed project will have a less than significant impact on the environment and will enhance aircraft operations

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There are no exclusive rights (airport) that have been granted by the City.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The City has an Exhibit A-Airport Property Map that has been accepted and is on file with FAA Airports Division. The proposed improvements will be located on land that is federally obligated.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

NA

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

NA

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	63,500		63,500
5. Other Architectural engineering fees			
6. Project inspection fees	47,000		47,000
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	933,655		933,655
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 1,044,155		\$ 1,044,155
15. Estimated Income (if applicable)	80,000		80,000
16. Net Project Amount (Line 14 minus 15)	964,155		964,155
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 964,155		\$ 964,155
19. Federal Share requested of Line 18	867,740		867,740
20. Grantee share	96,415		96,415
21. Other shares	80,000		80,000
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 1,044,155		\$ 1,044,155

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	96,400
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): 16,000(20%) match to la DOT grant (64,000) Total: 80,000	16,000
h. TOTAL - Grantee share	
25. Other Shares	Amount
a. State	64,000
b. Other	
c. TOTAL - Other Shares	\$ 64,000
26. TOTAL NON-FEDERAL FINANCING	\$ 176,400

SECTION E – REMARKS (Attach sheets if additional space is required)
<p>Iowa DOT Grant 64,000 (80%) + City Match 16,000 (20%) = 80,000 (100%) Multiyear FFY 22 and FFY 23 FAA AIP Grant 867,605 (90%) + City Match 96,400 (10%)</p>

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Design and Construct Apron/Taxiway Improvements

AIRPORT: Monticello Regional Airport

1. Objective:

The airport master plan process identified a need to provide aircraft access to an area where additional aircraft storage was being considered in response to aeronautical demand. The primary object is to design and construct a taxiway and taxiway connecting the expanded terminal area and parallel Taxiway A.

2. Benefits Anticipated:

The proposed improvement will minimize taxi time and contribute to airport operational efficiency. The proposed improvement will also address a taxiway that was initially design to accommodate small airplanes with a wing span up to 49 feet. The proposed taxiway improvements while providing direct access from the terminal area will be constructed to accommodate airplanes with a wing span up to 79 feet.(ADG II).

3. Approach: (See approved Scope of Work in Final Application)

See Scope of Work

4. Geographic Location:

The proposed improvement is located on the Monticello Regional Airport and within the City of Monticello - Jones County Iowa.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Russ Farnum, City Administrator (319) 465-3577
City Hall - 200 East First Street
Monticello, IA 52310

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello Regional Airport

Project Number: 3-19-0061-012-2022

Description of Work: Design and Construct Apron/Taxiway Improvements
Monticello Regional Airport (MXO)

Application

49 USC § 47105(d), authorizes the Secretary to require the certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2022.

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: Russ Farnum

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello regional Airport

Project Number: AIP 3-19-0061-009-2018

Description of Work: Airport master Plan/Airport Layout Plan Update

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
☒ Yes ☐ No ☐ N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
a. Abide by the terms of the statement; and
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
☒ Yes ☐ No ☐ N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Monticello Regional Airport
Address: 20373 Iowa Highway 38

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

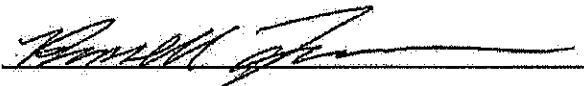
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 8 day of APRIL, ~~2018~~ 2022

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: ~~Douglas Herman~~ RUSSELL FARNUM

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello Regional Airport

Project Number: 3-19-0061-012

Description of Work: Design and Construct Apron/Taxiway Improvements
Monticello Regional Airport (MXO)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)), was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☒ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety - building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2022

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: Russ Farnum

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello Regional Airport

Project Number: 3-19-0061-012

Description of Work: Design and Construct Apron/Taxiway Improvements
Monticello Regional Airport (MXO)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
a. Construction and Installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2022.

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: Russ Farnum

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello Regional Airport

Project Number: 3-19-0061-012

Description of Work: Design and Construct Apron/Taxiway Improvements
Monticello Regional Airport (MXO)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(l)).
☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

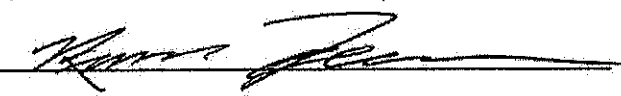
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 18 day of April, 2022.

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: Russ Farnum

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Monticello Iowa

Airport: Monticello regional Airport

Project Number: 3-19-0061-012

Description of Work: Design and Construct Apron/Taxiway Improvements
Monticello Regional Airport (MXO)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

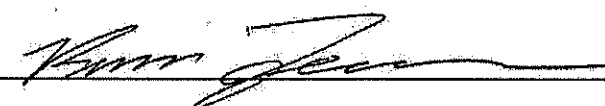
I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 18 day of April, 2022

Name of Sponsor: City of Monticello Iowa

Name of Sponsor's Authorized Official: Russ Farnum

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

City Council Meeting
Prep. Date: 07/27/2022
Preparer: Russell Farnum



Agenda Item: # 3
Agenda Date: 8/01/2022

Communication Page

Agenda Items Description: Approving engagement letter with Dorsey & Whitney LLP related to role as bond counsel for the USDA financing for the Wastewater Treatment Plant Improvement Project

Type of Action Requested: Motion

Attachments & Enclosures:

Engagement Letter

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: Dorsey and Whitney have been the City's bond counsel for many years. They do an excellent job of making sure the City is legally protected, remains compliant with all terms of bond issues and follows proper financial protocols.

While the resolution passed at the July 18 Council meeting would have give the City Administrator and City Clerk authority to engage Dorsey and Whitney for purposes of the USDA Financing for the Waste Water Treatment Facility, staff felt it was best to have clear Council action doing so.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO,
IOWA

RESOLUTION #2022-

Approving engagement letter with Dorsey &
Whitney LLP related to role as bond counsel for the
USDA financing for the Wastewater Treatment Plant Improvement Project

WHEREAS, The City of Monticello is desirous of contracting with Dorsey & Whitney LLP to assist the City as bond counsel related to the interim construction-period financing and long-term financing for the Wastewater Treatment Plant Improvement Project, and

WHEREAS, Dorsey & Whitney LLP has proposed an Engagement Letter that sets out various terms and provisions related to the services they will provide and proposed fees to assist the City with regard to the bond counsel related to the USDA Wastewater Treatment Plant Improvement Project, and

WHEREAS, The City Council finds that engaging with Dorsey & Whitney LLP consistent with the terms of the engagement letter is in the best interests of the City, that the bond counsel related to the USDA Wastewater Treatment Plant Improvement Project for the planned new Sewer Plant project, which is not only a large, but very important undertaking, and, therefore, execution of the proposed Engagement Letter should be approved.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Monticello, Iowa does hereby approve of the proposed Engagement Letter and authorizes City Staff to work with Dorsey & Whitney LLP moving forward, consistent with the terms of the engagement letter and of this Resolution.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto. Done this 1st day of August, 2022.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

July 21, 2022

VIA EMAIL

Mayor and Members of the City Council
c/o Sally Hinrichsen
City Clerk/City Hall
Monticello, Iowa

Re: City of Monticello
USDA Wastewater Treatment Plant Improvement Project

Dear Mayor and Council Members:

The purpose of this letter is to update our role as bond counsel to the City of Monticello, Iowa (the “City”) in connection with the USDA Wastewater Treatment Plant Improvement Project (the “Project”). This engagement letter has been updated to include our assistance with the interim construction-period financing and long-term financing for the Project.

It is our understanding that in addition to the Planning and Design Loan (the “P&D Loan”), which was financed through the State Revolving Fund loan program, the City will (1) let the construction contract (the “Bid Letting”) for the Project; (2) enter into construction-period financing (the “Project Note”) for the Project through a local bank private placement with PFM Financial Advisors LLC (the “Placement Agent”) serving as placement agent to the City; and (3) enter into long-term financing which will be accomplished through a USDA-Rural Development direct loan (the “USDA Direct Loan”) in the approximate principal amount of \$15,933,000 and a USDA-Rural Development grant. This engagement letter will cover the Project Note and the USDA Direct Loan.

As bond counsel we will assist the City with (1) the issuance of the construction-period Project Note; (2) the issuance of the USDA Direct Loan; and (3) such other related duties as are necessary to represent the City as bond counsel on these credit facilities. In serving as bond counsel, we will prepare appropriate resolutions, notices, agreements and closing certificates, consult with the engineers, Placement Agent and lenders and undertake such additional duties as we deem necessary to help the City through this transaction.

In performing our services as bond counsel, our sole client in this matter will be the City of Monticello. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the Project, and (iv) the responsibilities we assume, we estimate that our remaining fees and expenses for serving as bond counsel will be approximately \$25,000 for the interim Project Note and approximately



\$17,500 for the USDA Direct Loan. We will bill for our services twice - once following issuance of the Project Note, and second time following closing of the USDA Direct Loan.

If we are asked to assist with the Bid Letting process, we will discuss additional fees with respect to the contract authorization process. Additionally, if the interim construction-period financing is changed from a private placement to a public offering, we will reevaluate our fee estimate and we will also discuss disclosure counsel services.

If these arrangements are acceptable to you, please sign this letter and return one signed copy to lemke.susan@dorsey.com. Please call Emily Hammond or me if you have any questions.

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,

A handwritten signature in black ink, appearing to read "John P. Danos", with a long horizontal flourish extending to the right.

John P. Danos

JPD/lb

Agreed to as of _____, 2022.

CITY OF MONTICELLO, IOWA

By: _____

Title: Mayor

Attest: _____

Title: City Clerk

City Council Meeting
Prep. Date: 07/27/2022
Preparer: Russell Farnum



Agenda Item: # 4
Agenda Date: 8/01/2022

Communication Page

Agenda Items Description: Employee Handbook

Type of Action Requested: Resolution

Attachments & Enclosures:

Employee Handbook

Fiscal Impact:

Budget Line Item:

Budget Summary:

Expenditure:

Revenue:

Synopsis: The City Attorney has completed the final edits to the Employee Handbook. Council has had several prior discussions on this policy manual. All prior Council direction has been implemented herein.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #2022-

Adopting the City of Monticello Employee Handbook

WHEREAS, The City Administrator and staff have reviewed and re-drafted the terms and provisions of the Employee Handbook, working closely with the City, and

WHEREAS, Said Employee Handbook has been made available for review by the Mayor and City Council has reviewed the same, and

WHEREAS, It is imperative to have an Employee Handbook in place to direct the appropriate action by city staff in the performance of their duties as employees of the City of Monticello.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Monticello, Iowa does hereby approve the Police Department Policy Manual as presented, a complete copy of same to be appended to this Resolution, same, by this reference being incorporated, verbatim, as if fully set forth herein.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the City of Monticello, Iowa to be affixed hereto.
Done this 1st day of August, 2022.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer



EMPLOYEE HANDBOOK

**CITY OF MONTICELLO
EMPLOYEE HANDBOOK**

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Welcome to Monticello!

Dear Employee:

We welcome you as an employee of the City of Monticello. There are many things about city government and your job that are new to you and may be unclear until you become settled in your new surroundings. We understand this and will work with you to help you resolve the questions or problems you have as you learn your job and the way the City operates.

To help us to do that, please be familiar with this handbook that has been developed for use by employees. We hope you will find it a useful guide, a ready reference, and a source of information to help you learn about the City and benefits of working here. Of course, no handbook can contain everything you need to know about your job and how the City operates. This handbook explains some of the rules, regulations, and policies of the City, but it is not your only source of information. With the help of your supervisor, you need to familiarize yourself with all policies and practices of the City.

Again, welcome to the City of Monticello. We hope that your experience here will be challenging, enjoyable, and rewarding.

Sincerely,
Russ Farnum
City Administrator
City of Monticello

Introduction and At-Will Disclaimer

This is your Employee Handbook. It provides you with a brief summary of the personnel policies of the City.

DISCLAIMER

You are an “at-will” employee. You may resign your employment at any time and for any reason, and the City reserves the same right to discontinue your employment at any time and for any lawful reason or for no reason at all. Nothing in this Handbook changes the at-will nature of your employment with the City. This Employee Handbook is not intended to create any contractual rights in favor of you or the City. This Handbook is not to be construed as an employment contract or as a promise that you will be employed for any specified period of time.

At-will employees are not subject to the just cause standard for discharge. Further, the terms of this Handbook do not supersede the terms of any collective bargaining agreement negotiated with the City’s unions. When in conflict, the terms of the collective bargaining agreements will control, except to the extent this manual is determined to reflect the requirements of federal or state law which supersede the collective bargaining agreements.

This Handbook is provided for informational purposes only. The policies, procedures, benefits and plans described in the Handbook may be revised by the City at any time without prior notice. The City retains the exclusive right to change, add to, eliminate or modify any of the policies in the Handbook at any time at its discretion, with or without notice.

Any promises, representations or actions by a City official or employee which are contrary to this Handbook are not the official policy of the City and are of no force or effect. This Handbook supersedes and cancels the effect of any previous versions of this Employee Handbook.

You are responsible for reading this Handbook and any documents referred to herein. Further, you are responsible for reading your email and other internal postings which you may receive from time to time concerning City policy, or changes in City policy. Each City department has been provided a copy of these policies and, in addition, may also have departmental policies. **These policies are generally applicable to all employees, but please check with your supervisor or Department Head to obtain policies specific to your department. Certain departmental procedures may take precedence over the general procedures in this Handbook.**

This document will regularly be modified and updated as laws and policies change to reflect evolving circumstances. Every attempt will be made to provide timely updates to this document. If you have any questions or need clarification on any policy, please contact your supervisor.

Communications Policy

Open Communications

Communication is critical in all work environments. The employees' immediate supervisor is the primary point of contact for all employees and employees shall communicate questions, concerns, and all other matters, unless an exception is set out elsewhere in this handbook, directly to and with their immediate supervisor, who shall be responsible for taking said communications up the chain of command as deemed appropriate by said supervisor.

Open Door Policy

For people to work together effectively there must be a friendly, congenial atmosphere based on mutual trust and respect. Yet, in all human relationships, there are bound to be occasional misunderstandings and disagreements. It is important that these be resolved without delay.

In most cases, this is a simple matter, handled easily by your immediate supervisor. However, he/she cannot always be expected to provide answers satisfactory to all concerned. The City of Monticello's policy provides recourse to higher authority where that becomes necessary.

In general terms, the policy is simply an attitude of consideration for each individual's viewpoint. More specifically, it invites you to express yourself freely to your immediate supervisor with regard to your job, interpersonal relationship issues with co-workers and/or the interpretation or application of City's policies. If after speaking with your immediate supervisor you are not satisfied with the answer or response you received you may then take your issue or request to your Department Head.

If an employee continues to remain dissatisfied with the answer or response, the employee may then request a meeting with their Department Head and the City Administrator. The City Administrator may choose to meet with the employee outside the presence of their Department Head if, in the sole discretion of the City Administrator, same would be appropriate. If the employee remains dissatisfied with the answer or response after the prior step, the employee may then present the question or issue to the City Council, while in session, and the Council will respond, give direction, or take action deemed appropriate. Their position and/or decision will be final. It is possible that the question or issue may be related to the performance of the employee, or another, and in that event, it is possible that the discussion with the City Council may be held in closed session. Any decision related to holding a closed session shall be reviewed with the City Attorney in advance of scheduling the closed session.

If your question or issue is related to the party to whom you are required by this Handbook to first take your request or issue, you may bypass that person and take your issue/request to the next person of authority as noted above without fear of reprisal.

Equal Opportunity Policy

The City depends on the talents of all its employees. The City's future depends on how we recognize, value and appreciate our differences. Because we appreciate the value of our differences, we dedicate ourselves to achieving a work environment that encourages and values the contributions of every employee. It shall be the policy of the City to act affirmatively and without discrimination with regard to the terms, conditions and privileges of employment in accordance with all applicable laws. Decisions regarding all employment terms, conditions and privileges, including, but not limited to, recruitment, hiring, placement, training, promotion and layoffs, shall be made without regard to race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status (except as set forth below), or any other characteristic protected by applicable federal, state or local law. Personnel procedures shall also be administered without regard to an individual's race, creed, color, religion, sex, pregnancy, sexual orientation, gender identity, genetic information, national origin, age, disability, military or veteran status, or any other characteristic protected by applicable federal, state or local law.

Employment decisions are based on merit and business needs, not based on status as a protected class. The City complies with laws regarding reasonable accommodations for disabled employees. The City will not discriminate against qualified employees or job applicants because of physical or mental disabilities as set forth in the Americans with Disabilities Act (ADA). Equal Employment Opportunity notices are posted. These notices summarize the rights of employees and provide the names and addresses of government organizations that may be contacted in the event a person believes he/she has been discriminated against or that the City is acting in violation of any applicable law or regulation.

Any honorably discharged veteran, as defined in the Iowa Code, shall be entitled to preference in appointment, employment and promotion over other applicants of no greater qualifications, consistent with the required definition in the Iowa Code.

Our City is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, we require all newly hired or rehired employees to complete the US Department of Homeland Security Employment Eligibility Verification Form I-9. Additionally, the City complies with federal immigration laws and cooperates with enforcement of the same, pursuant to Iowa Chapter 825, passed April 10, 2018.

Harassment and Retaliation

Illegal harassment is defined as offensive verbal or physical conduct based on a person's race, creed, color, religion, sex, sexual orientation, gender identity, age, national origin, disability, pregnancy, genetic information or any other characteristic protected by local, state or federal law which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. It can also include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. The conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Sexual harassment may consist of a variety of behaviors, including, but not limited to, the following examples:

1. Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions or threats;
2. Non-verbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings or gestures;
3. Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact or assault;
4. Threats or demands to submit to sexual requests in order to keep an employee's job or receive any job-related benefit.

The City will not tolerate harassment. Harassment is prohibited under local, state and federal employment laws and is also considered misconduct subject to disciplinary action, up to and including termination. Immediate action will be taken to resolve all complaints related to discrimination and harassment. See Complaints, Investigations and Remedying Discrimination, Harassment or Retaliation in the Workplace section below for the complaint procedure.

Anti-Retaliation

Employees who report or file good faith claims of harassment or discrimination with the City or any local, state or federal agency, or employees who in good faith file workers' compensation claims, request Family Medical Leave Act "(FMLA)" leave or military leave, report occupational safety violations or wage violations shall not be subjected to retaliation. Witnesses, who in good faith, report misconduct or participate in any investigation, shall not be subjected to retaliation. Retaliation includes penalizing an employee by demotion, termination or by changing the employee's work conditions in a material manner as a result of the employee making a complaint in good faith or for the employee's participation in an investigation conducted by the City.

The City will not tolerate retaliation. Immediate action will be taken to resolve all retaliation complaints.

Complaints, Investigations and Remedying Discrimination, Harassment or Retaliation in the Workplace

A continuous two-way flow of information between supervisors and employees is essential to the achievement of organizational goals. Whenever possible, issues should be resolved through an informal communication process between employee and supervisor. When a problem arises, it should be communicated and addressed immediately in an open, calm and honest manner.

If an issue cannot be resolved through communication, employees covered by a bargaining unit agreement may utilize a formal grievance process, to the extent a formal process exists in any agreement between the City and the Union, and non-union employees may appeal a disciplinary action to the City Administrator.

In the case of sexual or other harassment, illegal discrimination, or similar concerns, the following steps should be followed by employees:

1. If comfortable doing so, employees are encouraged to express their objection to behaviors that could constitute discrimination, harassment or retaliation to the person engaged in the behavior.
2. Any employee who has a complaint of or observes conduct or overhears language that constitutes discrimination, harassment or retaliation at work, by anyone (including managers or immediate supervisors, Department Heads, co-workers, clients, customers, contractors, members of the general public or visitors to the workplace), should immediately communicate the complaint and/or their observation to the attention of the employee's Department Head, the City Administrator or the City Attorney.

- a. The party who received the complaint shall immediately notify the City Attorney or the City Administrator, who may, as the situation requires, name an impartial investigator. Investigations will be conducted in a timely manner. Confidentiality will be maintained to the extent possible, but in no event shall the report be released to third parties outside of the City, unless ordered by an Arbitrator or Judge with competent jurisdiction over the matter.
3. Investigation of a complaint will normally involve communications between all of those named or involved in the subject behavior and any named or other apparent witnesses. Employees are required to fully cooperate with any member of management or the City Attorney during any work-related investigation. Retaliation against parties or witnesses shall not be tolerated.
4. Any employee determined, after investigation, to have discriminated against, harassed or retaliated against another employee will be subject to appropriate disciplinary procedures depending on the severity of the behavior, up to and including termination. The City will take prompt action it deems appropriate to remedy the situation and to prevent further discrimination, harassment or retaliation.
5. In the event a non-employee subjects an employee to discrimination, harassment or retaliation in the workplace, the employee's manager or immediate supervisor, the City Administrator, or the City Attorney will inform the non-employee and (if appropriate) his/her employer of the City's policy against discrimination, harassment and retaliation. The City will require the person (or, if appropriate, his/her employer) to take prompt action the City deems appropriate to remedy the situation and to prevent further discrimination, harassment or retaliation.

Job Description

The City has prepared job descriptions which list the essential functions and other responsibilities of each City position, and each employee is required to review and sign his/her job description. If an employee has not reviewed and signed his/her job description, the employee should contact his/her supervisor immediately. A job description is not intended to be an exhaustive list of all duties which could possibly be assigned to a position, nor does it limit the authority of the City to request an employee perform different or additional functions. As a provider of public services, the City requires employees to be flexible enough to fill in where necessary to ensure City services are provided at the level Monticello residents have come to expect.

While the City strives to ensure that City job descriptions are regularly reviewed and revised as necessary, if an employee believes that his/her job description does not accurately or completely describe his/her job duties or expectations, the employee should advise his/her supervisor so that revisions may be considered.

Appointments and Work Schedules

Many of the services delivered to the citizens of Monticello require around the clock attention and for that reason employee schedules will vary. Further, there are three classifications of employment including full-time, part-time and temporary. The employment classifications will determine the benefit levels provided or applicable to each employee. (Please see sections on employee benefits set forth subsequently herein.)

Full-time employees generally work at least 40 hours per week, whereas part-time employees work 32 hours or less per week. Temporary employees may work any number of hours, but the position will terminate on a date certain, which is communicated upon hire. Seasonal employees will generally work over a specific season or seasons, most generally summer and fall but in some cases over the winter months. The end date of seasonal employment will generally be tied to a change in the weather or the seasons and will not be determined with certainty on the date of hire. An employee's supervisor will explain the work schedule required for the employee's position.

A full-time exempt employee is a salaried employee who is not covered by the overtime provisions of the Fair Labor Standards Act and is not eligible to receive overtime compensation in the form of time off (compensatory time) or cash. A full-time non-exempt employee is one who is covered by the overtime provisions of the Fair Labor Standards Act and is eligible to receive overtime compensation.

Work Week

All full-time work weeks shall be at least forty (40) hours in length, except for the police department which may be scheduled on an eighty-four (84) hour two-week schedule.

Lunch schedules shall be staggered by all departments that are open to the public to keep offices open during the entire workday. Lunch schedules to be set by the Department Head.

The City of Monticello shall not be open on Saturday, Sunday or city recognized holidays, except for the Ambulance and Police Department which shall be open 365 days per year, and except for the water/wastewater Department, which must have staffing for specific purposes on all days. (One water/wastewater employee is required to work four hours each Saturday and Sunday. When a worker is scheduled to work said Saturday/Sunday schedule they are not scheduled to work the following Friday of the same pay period.) The Monticello Public Library and Parks and Recreation Department will also have salaried exempt staff and hourly non-exempt staff scheduled to work on Saturday and Sunday as appropriate for their operations and programming. Library and Park and Recreation Department Heads shall work to schedule Saturday and Sunday hours in a manner that does not result in overtime.

The work week for all employees will begin on Monday and end on Sunday with hours calculated accordingly, with the exception of the Water/Wastewater Department, whose work week shall begin on Saturday and end on Friday; and pool staff whose work week begins on Friday and ends on Thursday. The work schedule for each work week shall be set by the Department Head and City Administrator. If the Department Head and City Administrator do not agree on the appropriate work schedule a committee including the City Administrator, Department Head, the Mayor and three City Council members shall be convened after which a majority vote of the committee shall determine the schedule moving forward.

Employees working eight (8) hour shifts shall **not** take scheduled breaks but for a one-hour lunch to be taken between the hours of 11:00 a.m. and 1:00 p.m. Any breaks determined to be necessary and appropriate, outside of the one-hour lunch, shall be taken at the job site and shall not take place at a common location with other departmental employees. (Examples of "Necessary and Appropriate" breaks include restroom needs, working in extreme heat and needing fluids or shade.) Employees are expected to plan accordingly based upon weather forecasts and to have adequate water or snacks with them at work sites to avoid travel to and from the work site to a convenience store or City building. Department Heads are tasked with monitoring employee break practices and shall ensure compliance herewith. Employees found to be violating the provisions hereof shall be subject to discipline.

Employees working a 12-hour schedule will not have a scheduled lunch hour. Each Employee shall be entitled to a maximum of sixty (60) minutes of break time during one twelve (12) hour shift that may be exercised in any combination of 15 or 30-minute increments.

The Police Department work week/pay period may be based on a schedule comprised of twelve (12) hour shifts. Generally, the schedule shall be based upon a three-day work week (36 hours) followed by a four-day work week (48 hours), comprising a pay period of two weeks totaling 84 hours, exclusive of any overtime, holiday pay, etc. However, at the sole discretion of the Chief, Officers may be required to work up to 86 hours per pay period, on any schedule determined necessary and appropriate, without the award of overtime pursuant to Section 7(k) of the Fair Labor Standards Act.

Police Department administrative staff work week will be comprised of five (5), eight (8) hour work shifts, with a one-hour lunch, unless another schedule is authorized in advance by the Chief of Police.

Physical Examinations

All new employees are given a conditional offer of employment before they are appointed to full-time positions. A conditional offer of employment may, depending upon the essential functions of the job, and especially the safety sensitive aspects of the job, be subject to passing a physical examination. Further, all offers are contingent upon a background investigation. Part-time, temporary and seasonal employees may or may not be subject to a physical examination, the decision being tied to several factors, including, but not limited to, the level of physical activity required, the responsibilities required, and whether they may be considered for transfer into a full-time position. Please see the City's Safety Policy, Addendum A. (See also the provisions set forth subsequently herein related to CDL drug testing and eligibility.)

Employee Orientation

The City recognizes the importance of developing successful working relationships from the first day of employment. As such, the City has designed an orientation program for new employees during which the employee will:

- be provided a copy of this Employee Handbook;
- be provided a copy of the applicable job description;
- attend a meeting with the Deputy City Clerk to explain various employment forms, policies and applicable benefits;
- attend initial safety training; and
- receive orientation instructions relative to the department in which the employee has been assigned.

Probation/Seniority

All new full-time and part-time employees are subject to a probation period. Full-time employees shall acquire regular status and seniority after the completion of a ninety (90) calendar day probationary period except for Ambulance and Police Department employees who shall not obtain regular status until the completion of a one-year (1 year) period to commence on their date of hire. Part-time Employees, not including Ambulance Department employees, shall not acquire regular status until after the passage of one one-hundred-eighty (180) days. Part time Ambulance Department Employees shall not obtain regular status until the passage of a one-year (1 year) period to commence on their date of hire. Temporary and seasonal employees are not generally subject to probationary periods. The probationary period is designed to allow the City an opportunity to evaluate the employee's job performance and for both parties to evaluate the fitness of the employee for the job. The City, in its sole discretion, may extend the probationary period if deemed appropriate based upon the employee's job performance during the original probationary period. During the probationary period, either the City or the employee may terminate the employment relationship with or without cause. Except as pre-approved at the time of hire, probationary employees may accumulate, but are not eligible to use, vacation, personal, or casual leave during the probationary period, and

except for Police and Ambulance employees, who shall be permitted to schedule and use vacation, personal and casual leave during the probationary period due to the fact that the probationary period for said employees is one-year (1 year) as opposed to ninety days (90 days).

Once the probationary period has passed, an employee's seniority will be calculated retroactive to the date of hire. If two or more employees are employed on the same date, seniority shall be determined by alphabetical order, A to Z, commencing with the last name first and then the first name.

An employee shall lose seniority rights upon the occurrence of any of the following: 1) termination; 2) lay-off for a period longer than eighteen (18) months; 3) failure to work within fourteen (14) days after written notice to return is mailed by United States certified mail to the employee's last known address; or 4) absence from work for two (2) consecutive scheduled workdays, whether said two (2) days immediately follow one another, without approval by the Employer, which may be required to be in writing.

Promotions

The City of Monticello considers internal candidates along with external candidates for open positions.

Promotions are based on job performance, management evaluation of ability to accept more responsibility and the availability of promotional openings. As each new position becomes available, the appropriate supervisor will consider those individuals within the City who may have interest in the position and who are otherwise prepared and have the appropriate education and/or background to fulfill the essential functions and responsibilities of the position. To this end, each employee is responsible for keeping the City Administrator or his/her immediate supervisor informed of his/her career interests and the steps they have taken such as continuing education, to be prepared to fulfill the essential functions and responsibilities of the position.

Compensation provided to any promoted employee shall be negotiated by the employee with the City Administrator and approved by the City Council unless compensation for said promoted position is covered by a Collective Bargaining Agreement or other City Council approved agreement related to terms of employment in which event the compensation shall be as set forth therein.

Transfers

Employees that transfer to another position shall be compensated as provided by any applicable Collective Bargaining Agreement or if none, as negotiated with the City Administrator and approved by the City Council.

Rehire

Employees who leave the City in good standing may be considered for any position for which they meet minimum qualifications.

Use of Medications

Certain medications may have an adverse effect on an employee's ability to safely operate vehicles and other machinery and equipment. If an employee is taking a medication, either over the counter or prescription, that may impair the employee's safety or the safety of his/her co-workers or the general public, the employee is required to notify his/her supervisor immediately. The employee's supervisor will require the employee to provide the City's FMLA/HIPAA designated official, the Deputy City Clerk, with documentation of the side effects of the employee's medication to allow the extent and effect of any impairment the medication may cause to be determined. In the event it is determined that impairments are possible, an effort will be made to assign appropriate and safe work. Whether or not this is possible will be determined by the City Administrator after consulting with the employee, the City's FMLA/HIPAA designated official, and the employee's Department Head.

On-the-Job Injury or Illness

Work absences caused by on-the-job injuries and illnesses, including medical expenses caused by the same, are compensated as provided by Iowa law. If an employee becomes injured or has an accident while performing his/her job, the employee must notify his/her supervisor immediately and complete all required forms with the employee's supervisor within 24 hours. However, if an employee is involved in an accident with a company vehicle, or private vehicle that is operating on company business, which involves private property, whether there is damage or not, the Sheriff's Department should be called immediately. **(See also: "Injury and Incident Reporting and Investigation" and "Commercial Driver's License (CDL) & Driving as an Essential Function of Position" provisions set forth on p.64)**

An employee's failure to promptly report a job-related injury or illness may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the employee's right to benefits in connection with the injury or illness.

Upon notification by an employee, the employee's supervisor will promptly notify the Jones Regional Medical Center Work Well Clinic and the City Clerk's Office to arrange authorized treatment.

Employees injured on the job are not permitted to seek immediate treatment on their own (i.e., without contacting their supervisor), unless the injury/illness appears to be life-threatening or is clearly very serious in nature and there is no time or opportunity to contact the supervisor in advance of seeking care or treatment.

Following a work-related injury, employees may be required to return to work within the restrictions set out by the authorized medical provider. If appropriate, light duty work may be assigned. An employee's failure to report for reasonably suited light duty work offered by the City is grounds for termination of employment and may result in denial of workers' compensation benefits. For details, please see Temporary Alternate Duty (TAD) Program, set forth in the City's Safety Manual, Addendum A.

Employees must follow the authorized medical provider's orders both at work and away from work. Employee's recovery and treatment will be monitored by the City until the Employee is returned to full duty.

Generally, an employee who is eligible for workers' compensation may use sick leave for scheduled workdays lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen (14) calendar days, the insurance carrier will then pay for the first three (3) days following the illness or injury and the City will recover any overpayment of benefits as an offset against future pay owed, if any. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time upon request, up to an amount that would meet, but not exceed, the employee's regular take home pay, not including potential overtime pay. The City will then compensate the employee for the difference between his/her workers' compensation payment with the available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation or compensatory time will be reduced accordingly.

A workers' compensation absence may constitute a leave covered by the Family and Medical Leave Act (FMLA). Workers' compensation leaves will run concurrently with applicable Family and Medical Leave Act leaves in cases where a temporary light duty assignment is not available, where (due to restrictions issued by a healthcare provider) a temporary light duty assignment is not appropriate, or where the employee has refused a temporary light duty assignment.

For details on the City's Return to Work Program, please see the Safety Policy, Addendum A to this Handbook.

Telephone Use

This policy is intended to establish guidelines related to the use of City Phones and Cell Phones by City Employees during regular business hours and the amount of City reimbursement, if any, to those employees identified as having a "city" based need to carry or to have available a Cell Phone at all times.

General Provisions:

(a) Carrying a Cell Phone during Regular Business Hours: In general, if it can be shown that an employee's duties require frequent mobility, a need to remain readily accessible due to the specific nature of their duties, a lack of other means to contact said employee by those that have a "work" related need to contact that employee, an employee may be permitted to carry a cell phone during regular business hours. Department Heads shall identify those employees within their department that are deemed to have a "need", as explained above, to carry a cell phone during working hours. The Department Head shall submit a written memorandum to the City Administrator both identifying the employee and explaining the need for the employee to carry said phone during working hours. The City Administrator has the discretion to either approve or deny the request of the Department Head.

(b) The City will not issue or provide Cell Phones at City expense to employees unless pre-approved by the City Council.

(c) Employees that are authorized to carry a cell phone under this policy will carry a personally owned phone. Said employee(s) will be eligible for consideration of a City stipend, as further explained below, for the employee's personal use of their personally owned cell phone for business purposes.

(d) City Stipend:

1. A stipend shall only be provided if it is determined that a substantial "need" exists for said employee to have a cell phone with them both during and after the workday. The Decision on whether or not a stipend shall be paid will be made by the City Administrator after consultation with the Department Head.
2. For those employees determined to be eligible for a stipend, not including Police Department staff, the Stipend shall be \$20.00 per month for those employees carrying a "standard" phone, said amount deemed to be representative of the portion of the cost of said cell phone service, care and maintenance, to be tied to the employee's business use of said phone. Police Department staff who are deemed to be eligible for a stipend by the Chief of Police shall receive a stipend of \$12.00 per month due to the fact that Police Department staff also has a Department issued cell phone for use while on duty. If it is determined that an employee has a need to carry a phone with data / e-mail services, the City shall pay a stipend to those employees in the amount of \$50.00 per month. Stipends shall be payable from the 1st day of the first month following the beginning of an employee's use of their personal cell phone for work purposes hereunder. City stipends shall not be pro-rated and will be payable to eligible employees consistent herewith upon submission of a signed Cell Phone Stipend Reimbursement request form to their Department Head who shall review, sign if deemed appropriate, and then deliver to City Hall

for final review, consideration, and payment. The stipend amount, as set out herein, shall be subject to amendment by the City Council as deemed appropriate from time to time.

(e) Procedures for Usage of Cell Phones during working hours:

1. For those employees who have been authorized to carry a cell phone during regular business hours, whether subsidized or not, the use of same, except while on break or in situations of emergency, shall be for work related purposes only.
2. The following uses of any cell phone during hours for which the employee is being paid by the City, are prohibited:
 - a) Offensive or harassing statements or language including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs;
 - b) Use for commercial purposes or for personal profit;
 - c) Anything that violates accepted ethical principles or any other use in conflict with the City's Personnel Policies and Guidelines.
3. All employees shall refrain from use of a cell phone as much as possible while operating a city owned vehicle or other piece of City owned motorized equipment. If it is not possible, the employee shall use hands free technologies, and whenever operating any motor vehicle or other motorized equipment, the use of the phone shall only be for work related purposes. Employees found to have violated this policy will be subject to discipline.

(f) Equipment:

1. Employees shall be responsible for the purchase, maintenance, repair, replacement, and ownership of their phone and related equipment/accessories.
2. Each Department Head shall evaluate the needs and requests of those personnel who will be utilizing a phone during working hours to determine whether their position and duties justify the need for a hands-free device. If the Department Head deems it necessary, said device may be provided at City expense and said device shall remain the property of the City at all times.

(g) Penalties/Restrictions:

1. The City is not responsible for replacing cell phones damaged by employee carelessness. In the event any cell phone or related equipment is damaged in the course of City business the item(s) shall be brought to the attention of the employee's supervisor for direction in regard to the repair and/or replacement of the item(s). A Department Head may replace, with City funds, cell phone equipment damaged during the course of employment so long as said damage was not caused by the negligence or recklessness of the employee. The replacement equipment shall be of a like kind and as similar to that being replaced as is possible. In this event, the replaced cell phone will remain the property of the employee.

The use of City telephones and personal cell phones to receive or make personal calls is discouraged, and employees will limit the duration of necessary calls so as not to interfere with work responsibilities. Use of City telephones for personal long-distance calls is prohibited.

Internet / Computer Use

1. The City owns and maintains several computer networks, internet and electronic mail systems, hereafter referred to as "system." This system is provided to the employees for the purpose of conducting City business.
2. The system hardware and software are owned by the City and as such are City property. Additionally, all documents and messages composed, sent, received or stored on the system are and remain the property of the City. They are not the private property of any employee, and employees should not consider any communication via the system confidential, personal and/or private.
3. The use of the system is for the conduct of City business. Personal business or other non-job-related activities should be minimized. Supervisors may further limit or restrict personal use.
4. The system shall not be used for commercial ventures, religious or political causes, outside organizations or other non-job-related activities.
5. The system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without specific prior authorization.
6. The system shall not be used to create or retrieve any offensive or disruptive messages or files. Among those which are considered offensive are any messages or files that contain any comment that offensively addresses someone's sex, sexual orientation, race, color, religion, national origin, age, disability, gender

identity or marital status. Downloading of pornography or similar materials is strictly prohibited.

7. The confidentiality of any activity or message should not be assumed or expected. Deleting a message may not fully eliminate the message from the system. Further, the use of passwords for security does not guarantee confidentiality. The system automatically records information such as origin, destination, content and time spent online. The City Administrator or designee may monitor sites accessed. The City Administrator or designee also reserves the right to access, review and audit all messages and files created, received, stored on or sent over the system for any purpose, even after said message or file is deleted. The contents of any electronic mail or file may be disclosed without the permission or prior notification of the employee who sent or received the message or created the file. The City is not responsible if "hackers" retrieve, and make public, employee system activity. Thus, privileged or confidential material shall not be communicated via the system due to potential monitoring by the public, or "hackers".
8. Employees shall not use a code, access another employee's messages or files, or retrieve or modify any stored information, unless authorized to do so by a supervisor. All computer pass codes must be provided to supervisors upon request.
9. Computers shall not be loaded with any programs or files that have not been purchased for that specific computer by the City. No files shall be downloaded from the Internet, or any files accepted from an E-mail message. The exception to this would be files downloaded from other City computers or files from business associates of the City.
10. In order to resolve problems and to reduce conflicts with hardware and software on PCs, all software and hardware needs to be approved prior to the purchase and installation of the product. Software and hardware that is not approved and/or not used to conduct business for the City will be removed. This includes backdrops, screen savers, and unapproved personal software.
11. If a computer is not operating properly, contact the City Administrator or designee. That office will check the computer to see if it is a software or hardware problem. If the computer needs service, that office will then coordinate the units repair and return of the computer.
12. Use of the system is a privilege, not a right, and any violation of this policy or use of the system for improper purposes could subject the employee to discipline, up to and including discharge.

Social Media Policy

Purpose

This policy sets forth guidelines for the establishment and use by the City of Monticello of social media sites as a means of conveying City of Monticello information to the public. The intended purpose behind the use of City of Monticello social media sites is to disseminate information from the City, about the City, to the public in a civil and unbiased manner.

The City of Monticello has an overriding interest and expectation in deciding what is “spoken” on behalf of the City on all social media sites under the control of or in the name of the City or City Department. For the purposes of this policy, social media means any facility for online publication and commentary, including but not limited to city’s website, blogs, wikis, content hosting sites such as Flickr and YouTube, and social networking sites such as Facebook, LinkedIn, Instagram and Twitter. This policy is in addition to and complements any existing or future City of Monticello policies regarding the use of technology, computers, smart phones, e-mail and the internet.

General Policy

1. The establishment and use by any City Department of City social media platforms are subject to approval by the City Administrator who may seek Council approval in his/her discretion. All City of Monticello social media platforms shall be administered by the City Administrator, Department Head, or his/her designees, but shall in all cases be subject to the oversight of the applicable Department Head.
2. City social media sites shall make clear that they are maintained by the City of Monticello. The City logo or branding shall be used on all social media accounts to confirm authenticity of the site. City social media accounts will only join a group or become a fan of a page or share posts if same are related to official City business, services, and events.
3. Wherever possible, City social media sites should link back to the official City of Monticello website for forms, documents, online services and other information necessary to conduct business with the City of Monticello.
4. The City Administrator, Department Supervisor, or his/her designees will monitor content on City social media sites to ensure adherence to both the social media policy and the interest and goals of the City of Monticello.
5. Users of all City social media shall adhere to applicable federal, state and local laws, regulations and policies.

6. The City reserves the right to restrict or remove any content that is deemed to be violative of the City of Monticello social media policy or any applicable law. Any content removed based on these guidelines must be retained by the Department Supervisor or his/her designees for a reasonable period, including the time, date and identity of the poster, when available.
7. The City of Monticello's website is and shall remain the City's predominate online presence.
8. Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore, content must be managed, stored and retrieved in compliance with these laws.
9. City of Monticello social media sites are subject to State of Iowa Public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format pursuant to City policy and practice so that it can be produced in response to a request. Whenever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
10. Employees representing the City of Monticello via social media accounts must always conduct themselves as a representative of the City of Monticello. Employees that fail to conduct themselves in an appropriate and professional manner shall be subject to discipline

Comment Policy

1. A comment posted by a member of the public on any City of Monticello social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Monticello, nor do such comments necessarily reflect the opinions or policies of the City of Monticello.
2. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Monticello social media sites and are subject to removal and/or restriction by the Department Supervisor or his/her designees.
 - a. Comments do not relate to the original topic;
 - b. Profane, obscene, violent, or pornographic content and/or language;

- c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, gender identity, marital status or mental or physical disability, or any other protected classification;
 - d. Personal attacks, including but not necessarily limited to defamatory comments;
 - e. Threats, express or implied, against any person or organization;
 - f. Comments in support of, or in opposition to, any political campaigns or ballot measures;
 - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
 - h. Conduct in violation of any federal, state or local law;
 - i. Encouragement of illegal activity;
 - j. Information that may tend to compromise the safety or security of the public or public systems; or
 - k. Content that violates a legal ownership interest, such as a copyright, of any party.
3. The City of Monticello reserves the right to deny access to City of Monticello social media sites to any individual who violates the City of Monticello Social Media Policy, at any time without prior notice. The City reserves the right to restrict or remove any content that is deemed in violation of the social media policy or applicable law.
4. The following verbiage can be used to warn individuals about their content: "Your recent post is in violation of the City of Monticello Social Media Policy. Please refrain from posting inappropriate content in the future. If you do not refrain from posting such content, you will be blocked from all City of Monticello Social Media Platforms. Your understanding is appreciated."
5. When possible, City of Monticello social media platforms will not allow comments to appear on the platform prior to being reviewed and accepted for posting by the designated administrator of said platform.
6. Departments shall monitor their social media sites for comments requesting responses from the City and for usage in violation of this policy.

7. Any City Employee commenting on a City Social Media Platform shall identify themselves by name and note their employment with the City within said post.

These guidelines must be displayed to users or made available by hyperlink.

Ethics

Employees are subject to state laws which forbid governmental employees from accepting anything from an individual or organization doing business with the City or wishing to do business with the City with a value over \$2.99. Simply stated: Employees are prohibited from accepting any favor or gift of value from any person(s) or company doing business with the City. If an employee is uncertain about a potential conflict of interest, the employee should notify his/her supervisor for a formal interpretation and decision.

If the City of Monticello is a member of the ICMA, the Elected Officials (mayor and council members) consistent with the requirements placed on City Employees as set forth herein, shall observe the current tenets of the ICMA Code of Ethics, which can be found at www.icma.org/icma-code-ethics. Elected officials are encouraged to carefully review the full version with guidelines found on the website. As of this writing, the Tenets are:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

Tenet 3

Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

Tenet 4

Serve the best interests of the people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

This section will be automatically updated as the Tenets are updated by ICMA.

Weapons Policy

The City of Monticello does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his/her official duties, or due to the employee's official duties, wherever those duties are performed. Therefore, no City of Monticello employee is permitted to possess or carry firearms or other lethal weapons in City buildings, at City work sites or in City vehicles. Firearms and weapons are defined in 702.7 Code of Iowa and 724.1 Code of Iowa and include, but are not limited to, guns of any description, long knives, Tasers, etc. This policy excludes firearms and weapons carried by law enforcement employees as required by their employment as well as weapons carried by employees who possess a valid concealed carry permit and/or

otherwise possess or carry firearms in full compliance with the Iowa Code, so long as any weapons so carried or possessed are allowed by said permit and/or applicable Iowa Code provisions.

An employee found to be in violation of this policy will be subject to discipline, up to and including discharge.

Drug and Alcohol Workplace Policy

The City of Monticello is committed to ensuring its employees work in a safe, drug-free environment. Individuals under the influence of illicit drug or alcohol are more likely to have workplace accidents and perform their work in an inefficient and substandard manner.

To effectuate this commitment, the City has determined it must try to ensure City employees are free from the influence of drugs and/or alcohol while performing their duties. The City has developed the following Drug and Alcohol Testing Policy which, where applicable, augments existing state or federal drug testing laws which already apply to some City employees. This policy applies to all applicants for City positions and all City employees at any time they are performing, preparing to perform, or immediately available to perform any paid function as designated by the City.

All employees in positions requiring Commercial Drivers Licenses are subject to the federal and state laws requiring drug and alcohol testing, and those laws supersede this policy. The Federal Transit Administration has adopted drug and alcohol testing procedures covering safety-sensitive employees engaged in mass transit and those laws also supersede this policy.

Definitions:

Safety Sensitive Employee: A safety sensitive employee is an employee working in a position where an accident or an error could cause the loss of human life, serious bodily injury, or significant property or environmental damage, including a position with duties that include immediate supervision of a person in a job that meets the requirements of this paragraph.

Reasonable Suspicion Drug and Alcohol Test: The City may require a drug and alcohol test of an employee if there is evidence that an employee is using or has used alcohol or other drugs in violation of this written policy, said evidence to be based upon specific, objective and articulable facts and the reasonable inferences drawn from those facts in light of training and experience. For purposes of this paragraph, facts and inferences may be based upon, but not limited to the following:

- a. Observations while at work such as direct observation of alcohol or drug use or abuse, or of physical symptoms or manifestations of being impaired due to alcohol or other drug use as described in the educational materials provided to employees.

- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A credible source's report of alcohol use or the use of other drugs. The City Administrator or designee shall determine who is or is not a credible source.
- d. Evidence that an individual has tampered with any drug or alcohol test during the individual's employment with the City.
- e. Evidence that an employee has caused an accident while at work which resulted in an injury to any person or resulted in damage to property or equipment.
- f. Evidence that an employee has manufactured, sold, distributed/solicited, possessed, used or transferred drugs while on the employer's premises, or while operating the employer's vehicle, machinery or equipment.
- g. The employee's statement or admissions of drug use while he/she is a City employee.

Positive Test: An employee tests positive for drugs if any trace of an illegal substance is detected following a drug test. An employee tests positive for alcohol if he/she has a blood alcohol concentration equal to 0.040 or greater.

Illegal Drugs/Substances: Any illegal substance which has not been legally obtained or which cannot be legally obtained. This includes prescription medication for which the employee does not have a prescription and/or is not taking according to the prescription, or has not disclosed the prescription to the City Administrator as required previously herein.

This policy prohibits the following behaviors:

It is the City's policy that an employee's use, sale, transfer, purchase or possession of drugs, alcohol, a controlled substance or drug paraphernalia, or any combination thereof, by an employee while in a City facility, vehicle, vessel or aircraft, or while performing City business, including official business conducted while in one's home, is prohibited. The responsible social use of alcohol at appropriate social events that may be attended from time-to-time by a City Employee in their capacity as a City employee is permitted.

City employees are prohibited from consuming alcohol on the job or reporting for work under the influence of alcohol, drug or medication. No employee shall operate any City vehicle or equipment while under the influence of drugs, alcohol, or medication. Volunteer Fire Department volunteers shall not participate in Fire Department calls if under the influence of drugs, alcohol or medication. Fire Department policies shall define "under the influence", shall prescribe duties, responsibilities, and procedures by which a volunteer is to report the use of alcohol, drugs, or medication when reporting to the Fire

Station to respond to a call, and the steps to be taken to determine if said volunteer's reported use has met the definition of "under the influence" before said volunteer responds to any call. If it is not possible to determine whether a responding volunteer is under the influence prior to participating in a call the responding volunteer shall be obligated to determine whether they are under the influence as defined by department policy and shall, in no event, operate any Department owned Motor Vehicle if they have consumed any amount of alcohol in the two (2) hours immediately preceding the call and/or have taken drugs or medication in a timeframe prior to the call that may affect their ability to safely operate said vehicle/equipment.

This policy prohibits employees from using prescription drugs unless both of the following conditions are met:

- (1) a doctor has prescribed the medication to the employee; AND
- (2) the doctor has advised the employee that the drug will not adversely affect the employee's ability to perform essential job functions without endangering the employee's safety, the safety of co-workers, or the safety of the general public. Employees using personal prescription drugs must carry the medication in the original container and the container must be labeled with the date, name of the employee, doctor and the quantity, dosage, and directions for use of the drug prescribed.

Substance Abuse Education:

The City will notify applicants of this drug and alcohol testing policy at the time of their first interview. The City will provide FTA and CDL required employees with drug and alcohol education, including the effects of drugs and alcohol, signs and symptoms of drug and alcohol use, assistance available for those abusing drugs and alcohol, and drug and alcohol testing requirements. Each employee and applicant will sign a form acknowledging receipt of these materials.

Prospective Employee Testing:

All prospective, safety-sensitive employees who have been extended a conditional offer of employment with the City shall be informed that a condition of employment includes passing a drug test as part of the pre-employment process. If a prospective, safety-sensitive employee, refuses to take a pre-employment drug test when scheduled or tests positive for a substance, that employee is ineligible for City employment for one (1) calendar year from the drug test.

If an employee is transferred to a safety-sensitive position, drug and alcohol testing under this policy is a condition of the transfer.

Random Testing:

The City may, without individualized suspicion, conduct random drug and alcohol testing on safety-sensitive employees who are covered by state or federal law, and where said random testing is required by the Iowa or Federal Department of Transportation, Federal Transportation Administration or other agencies as a condition of licensing. The selection of such employees to be tested shall be done based on a computerized, randomly generated selection process in which each member of the employee pool has an equal chance of selection.

Commercial Driver's License (CDL) & Driving as an Essential Function of Position

An employee required to possess a Commercial Driver's License for his/her position shall be subject to pre-employment drug and alcohol testing as well as random drug and alcohol testing in addition to all applicable State and/or Federal rules and regulations.

Requirement of Iowa Driver's License/Commercial Driver's License (CDL)

Employees who are required to drive to perform the essential functions of their position must possess and maintain a valid Iowa Driver's License or Commercial Driver's License, depending upon the position. The City's insurance carrier requires an annual review of these employees' IDOT driving record.

An employee found to have an expired (beyond the 60-day grace period) Iowa Driver's License, or Commercial Driver's License (CDL) if required for the employee's position, or who has lost his/her license for any reason, may be removed from work assignments requiring a Driver's License/CDL, and may be subject to discipline. Said employee must obtain a valid Driver's License or CDL if required within seven (7) days of the date notice of said deficiency was given to the employee by the City. If an employee fails to obtain a valid Driver's License/CDL within this seven (7) day period the employee may be suspended indefinitely, with or without pay, until the deficiency is resolved, or may be terminated in the sole discretion of the City.

An employee who commits an offense and who knows, or has reason to know, that the offense may result in a driver's license suspension/revocation shall notify the employee's Department Head within twenty-four (24) hours of said offense unless incapacitated or otherwise legitimately prevented from doing so, in which case the notice shall be given as soon as is practicable. An employee who violates this notice provision may be immediately discharged. Further, employees charged with any offense which may lead to a driver's license suspension/revocation shall keep the City apprised as to the status of the charge during the pendency of the case and the eventual outcome. (Plea Agreement, Conviction, Acquittal, or other determination.) An employee's failure to follow the procedures set forth herein may result in disciplinary action, up to and including discharge.

An employee who is required to possess a valid Driver's License or CDL, as the case may be, to perform the essential functions of his/her position and who is found to be driving for the City, or for personal reasons, during a period of suspension or revocation will be immediately discharged.

Specific Requirements for Employees with Commercial Driver's License (CDL)

City employees who drive commercial motor vehicles and are required to have commercial drivers' licenses to perform the essential functions of their position must comply with the City's Substance Abuse Prevention Program as required by Federal Department of Transportation Federal Highway Administration and Federal Transit Administration regulations.

Employees subject to this program shall complete pre-employment alcohol and drug testing and shall also be subject to random drug and alcohol testing. Employees will receive appropriate training upon their appointment to any City position requiring the employee to possess a valid Commercial Driver's License. In addition to the requirements set forth previously herein requiring employee notice to the City of potential suspension/revocation of their driving privileges, employees shall also comply with all federal and state regulations that require the reporting of accidents to the Iowa Department of Transportation, regardless of the jurisdiction of the offense, and regardless of whether or not the employee is driving a commercial vehicle at the time of the offense.

If employees have questions regarding this program, they should contact their Department Head or the City Administrator.

Post-Accident:

Testing shall be conducted after any accident involving a City employee whose performance could have contributed to the accident if (1) it is required by state or federal law; or (2) when reasonable suspicion exists. Any accident involving a City vehicle, or private vehicle if being driven for City purposes, which results in property damage or personal injury, or results in the issuance of a citation, may be considered a basis for reasonable suspicion.

Reasonable Suspicion Testing:

When any supervisor, Department Head, or City official has reasonable suspicion that a City employee is under the influence of drugs or alcohol while on duty, or is otherwise violating the terms of this policy, that supervisor, Department Head, or City official, shall require reasonable suspicion testing.

If reasonable suspicion testing is required the employee may not drive to or from the testing or for other City related purposes until the test results have been returned to the City and thereafter only if the test results were negative. The City will provide

transportation to/from the testing at the City's expense. A test refusal shall be treated as a positive test result.

Testing Procedures:

- a. Drug and alcohol testing shall require a presentation of a reliable form of photo identification from the person being tested to the person collecting the sample.
- b. The City will designate the type of testing to be performed on the sample collected.
- c. Drug and alcohol testing shall normally occur during or immediately before or after working hours. The time required for such testing shall be considered work time for the purpose of compensation and benefits.
- d. All City ordered pre-employment, unannounced, reasonable suspicion, regularly scheduled, or follow-up drug or alcohol test costs shall be paid by the City.
- e. All confirmatory drug testing shall be conducted at a laboratory certified by the United States Department of Health and Human Services' Substance Abuse and Mental Health Services Administration consistent with rules adopted by the Iowa Department of Public Health.
- f. The City and laboratory/assigned medical personnel shall ensure, to the extent reasonably feasible, that drug and alcohol testing will only measure the use of alcohol or drugs, and that the records concerning the testing show only the use of alcohol or drugs. In any event, the City shall only utilize the information associated with the presence or lack thereof, of alcohol or drugs in the body
- g. The City will provide any disclosures required by law.

Post-Positive Test:

An employee who has a positive drug or alcohol test, either from random testing or reasonable suspicion testing, shall be subject to disciplinary action, up to and including immediate termination.

If the employee is permitted to return to work, the employee may be required to submit to evaluation by a Substance Abuse Professional and undergo treatment recommended by the Substance Abuse Professional. If the employee successfully completes all recommended treatment no further disciplinary action will be taken against the employee. If the employee refuses to submit to the evaluation, or fails to successfully complete all recommended treatment, the employee will be subject to further discipline, up to and including immediate termination.

If the Substance Abuse Professional determines that the employee has a drug or alcohol related problem the employee will be required to submit to follow-up testing. All follow-

up testing will be unannounced and without prior notice to the employee and will be at the employee's expense.

Retention of Records:

The City shall maintain all drug and alcohol testing records in a secure location with controlled access. Secure computerized recordkeeping is permitted under this policy.

Workplace Privacy

Employees are hereby advised that their workplace, regardless of its' location, whether a City building, City vehicle, or other location where said employees are congregating or working, are deemed public in nature and, therefore, they should have no expectation of privacy in said locations. Any items/materials located within an employee's workplace will not be kept private and will be subject to disclosure. From time to time, supervisors, co-workers and other authorized persons have a legitimate need to enter an employee's worksite and or work/area, including, but not limited to, offices, City vehicles, computers, cabinets and desks to search for documents, files and other work-related items. In addition, in cases of suspected employee misconduct or criminal activity, the City may search the workplace, including personal property brought to the workplace which is related to the day-to-day operations of the City, for evidence of such misconduct and will cooperate with law enforcement officers in any criminal investigation. In addition to potential investigatory activities, the City reserves the right to monitor all computer use, email, internet access, telephone use or other activities of employees.

Workplace Violence

The City is committed to providing a workplace free from acts or threats of violence and to effectively respond if such acts or threats occur. Therefore, the City has a zero-tolerance policy when it comes to violent acts or threats directed by a City employee towards any other person, whether it be another City employee, a resident or non-resident, while on City property. Acts of violence, including threatening behavior, against others will lead to disciplinary action, up to and including termination. In addition, the City will cooperate with law enforcement, as appropriate, in any investigation of said actions, including but not limited to participation in a criminal investigation and prosecution. Employees who become aware of workplace violence, or any threat of violence, whether by an employee or non-employee, shall immediately report such knowledge to their Department Head, City Administrator, and/or Chief of Police and shall immediately complete a workplace violence incident report.

Secondary Employment

Employees of the City may engage in secondary employment (i.e., other jobs in addition to their full or part-time employment with the City) under the following conditions, with paragraphs 1-5 applying to all employees covered by this Handbook but for Police Department Employees who shall be governed by paragraph six (6) of this section:

1. Employee shall provide a written request to their Department Head of their desire to take on secondary part-time employment, to be defined as any other employment that may exceed 6 hours or more to be worked per week. The request shall include the following information:
 - a. The anticipated work schedule and number of hours per week to be worked;
 - b. The location(s) of the work;
 - c. A general description of the work to be performed;
 - d. Whether they would be permitted to leave said secondary employment on short notice if recalled by the City for mandatory overtime or in times of emergency.
2. The Department Head, in consultation with the City Administrator, shall review said requests and shall consider the following in determining whether or not to approve the request:
 - a. Does the secondary employment have the potential of interfering with the employee's responsibilities to the City, including their availability for mandatory overtime work or emergency call back;
 - b. Does the position create a conflict of interest, or the appearance of a conflict, with their City employment;
 - c. Does the proposed position carry with it the risk of bringing discredit, ridicule, or embarrassment upon the City?
3. The decision whether or not to grant permission for secondary employment rests solely with the City Administrator after consultation with the Department Head and the employee making the request as appropriate. The decision of the City Administrator will be in writing and will either approve, deny, or approve with conditions.
4. Prior to beginning work the Employee shall be required to execute a release with the second employer to the City of Monticello, authorizing the secondary employer to release payroll records and records associated with workplace accidents or injuries involving the employee to the City of Monticello.
5. The approval of Secondary Employment, with or without conditions, may be withdrawn by the City Administrator at any time if it is determined that the Secondary Employment falls outside of the description provided by the Employee in any way and/or if the Employee's performance is deemed to be negatively impacted by the secondary employment.

6. Police Department Employees shall not become employed by any other entity without first obtaining the written approval of such employment by the Chief of Police. The Chief of Police has broad discretion in choosing whether or not to grant a request for outside/other employment, and may consider the following, in addition to other reasonable factors not specifically enumerated herein, to wit: conflicts of interest, conflicts with scheduling, public perception, risk of injury/illness from such other occupation, number of hours proposed to be worked as such other employment, distance from Monticello of such other employment. Employees shall not be permitted under any set of circumstances to wear a Monticello Police Department Uniform, use Monticello Police Department issued equipment, or otherwise hold themselves out as a Monticello Police Officer while serving in any other employment or contract employment scenario, without prior approval of the Monticello Chief of Police.
7. In times of emergency, all covered employees are subject to the immediate call/recall to duty. Any exceptions granted due to hardships in observance to the above policy shall rest solely in the discretion of the Chief.

Solicitations

Employees are prohibited from conducting private business solicitations or collections on City property. Employees may solicit for fundraisers on behalf of community not-for-profit organizations away from normal work areas (i.e., in approved lounge or break room areas) and on the employee's own time. Employees may post fundraising solicitation notices in approved lounge or break room areas. Employees are prohibited from fundraising solicitation outside of approved break times, and any aggressive verbal solicitation will be terminated immediately by management and said employee will be subject to disciplinary action. The prohibitions set forth herein shall not apply to solicitations directly tied to City or Department specific fundraisers, where the funds raised are being used for a City purpose or project. Department Heads may, in their sole discretion, remove any and all notices construed to have the potential for adversely affecting employee productivity.

Political Activities Policy

Hiring and Retention

City employees shall not be appointed or retained on the basis of their political disposition or activity. No employee shall be deprived of employment solely because that person is a member or an officer of a political party, committee or organization.

City Elections

City employees shall not be coerced to take part in political campaigns, to solicit votes for any candidate, any tax levy or any other ballot proposition, or to contribute or solicit

funds for or against or to otherwise support or oppose any candidate for appointed or elected City office.

General Activities

No employee during regular assigned working hours, or at any other time while wearing City branded shirts, coats, uniforms, or similar clothing, may engage in any political activity. At no time shall City equipment/vehicles, City logo(s) or insignia, or City equipment be used for any political purpose.

Any employee may endorse or support political activity when off-duty provided that they take all necessary steps to ensure that their endorsement is personal in nature, or on behalf of an organization in which they participate and are authorized to communicate said endorsements, and not at all in their capacity as a City employee or made on behalf of the City. City employees are prohibited from appearing in political advertisements, publicity, or other promotional materials with City equipment or while wearing or having otherwise displayed any clothing or “gear” which communicates the fact that said person is an employee of the City of Monticello.

No City equipment, personnel, or facilities, not normally accessible to the public, may be used or allowed to be used for political activities.

The use of the following in political advertisements/publicity/other promotional materials or broadcasts is strictly prohibited and City employees shall not facilitate or accommodate such use and shall do their best to prevent such use if and when possible:

1. City property not normally accessible to the public;
2. Employees in uniforms or other clothing that communicates in some fashion their employment with the City of Monticello. (Examples include Police or Ambulance Uniforms, City Public works shirts, sweatshirts and/or jackets; and
3. City equipment.

Leave of Absence

An employee may be granted a thirty (30) day leave of absence without pay and without accrual of benefits if that employee wishes to participate more fully in a political campaign or be a candidate for any office.

Work Rules and Discipline Policy

The City, when determined appropriate, uses a progressive process to correct poor job performance or misconduct. Poor job performance or misconduct will be noted by the Department Head who will communicate the poor performance or misconduct to the employee who will be given an opportunity to take corrective measures and will receive

direction from the department as appropriate. In many cases deficiencies will be communicated orally, however, department heads shall document all verbal communications, said documentation to include a record of all verbal counseling and direction provided by the Department Head, with said documentation to be placed in the employee personnel file. Repetitive performance and/or misconduct will result in further discipline, including written reprimands, suspensions with or without pay, and termination. While the process may be a step-by-step corrective process, every situation is different and, depending upon severity and other factors to be taken into account by the department head in consultation with the City Administrator, steps may be omitted when deemed appropriate by management. The City reserves the right to eliminate any or all of the preliminary steps when the job performance is deemed to be intentionally poor in quality, the misconduct is severe, and/or the conduct of the employee is deemed to have a serious impact on co-workers, morale, or the efficient conduct of the City.

Employees shall not engage in any of the following:

1. Unprofessional conduct including but not limited to gossip, criticism, creating false rumors directed at coworkers or management, or other attempts to undermine morale.
2. Sleeping during working hours or giving the impression of sleeping.
3. Dishonesty of any kind concerning any work-related matter. From time-to-time, the employer may conduct workplace investigations of an employee's conduct. A finding of dishonesty, whether by words or conduct, is deemed to be a very serious issue.
4. Failure to competently and timely perform duties as outlined in the employee's job description or to carry out reasonable assignments or instructions.
5. Failure to heed corrective instructions when work or conduct is not meeting expected standards.
6. Willful failure to follow any of the procedures or policies of the City, including but not limited to those in this Handbook.
7. Reckless horseplay or other conduct which threatens the safety of others or the worksite in general.
8. Disorderly, subversive, insubordinate, immoral, or indecent conduct.
9. Physical assault of fellow employees or citizens.
10. Excessive absenteeism or tardiness.
11. Threatening, intimidating, and/or discriminatory behavior whether directed towards City employees or others.

12. Use of obscene or vulgar language directed against City employees, in the presence of the public, or in such a manner as to create a likelihood that others may be offended.
13. Reporting to work under the influence of alcohol, illegal drugs, or medications without a current prescription, or using any of the above during working hours. (See also Drug and Alcohol Workplace Policy set forth in more detail previously herein.)
14. Operating or caring for any equipment or vehicles in a negligent or reckless manner.
15. Theft (including unauthorized "borrowing"), loss, willful destruction and/or unauthorized use or alteration of property or equipment belonging to the City or any employee.
16. Disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervisor.
17. Deliberately falsifying, altering, or supplying false information on City records, including but not limited to payroll records and timecards.
18. Falsifying sick leave claims.
19. Unauthorized copying or disclosure of confidential City records or information.
20. Failure to report an accident or serious incident to the appropriate supervisor.
21. Work on personal tasks or jobs or carrying on secondary employment while on City time.
22. Pleading guilty, whether convicted or not, of a felony offense. (Deferred judgment requires guilty plea.)
23. Pleading guilty to or being convicted of, or being granted a deferred judgment of a misdemeanor offense which involves theft, fraud, dishonesty or moral turpitude involving a minor, such that continued employment would call into public question the fitness of the employee to hold a position with a public employer.
24. Pleading guilty, whether convicted or not, of any offense that results in the suspension or revocation of a license necessary to carry out essential job functions.
25. Failure to keep licenses and/or certifications necessary to perform essential job functions valid and current.
26. Failure to maintain insurability if required as a condition of employment.

27. Violation of the City's Safety Policy. Please see Addendum A.

28. Violation of the City's Drug and Alcohol Workplace Policy set forth in detail previously herein.

This is not an exhaustive list of prohibited misconduct. Employees must be aware of all rules and requirements applicable to their specific department and all standards applicable to the individual position they hold. The City further reserves the right to discipline employees for behavior which conflicts with the reasonable expectations of the employer whether specifically set forth herein or not.

Generally, the City follows a progressive discipline policy roughly as follows:

1. Verbal warning, which is documented in writing;
2. Written reprimand referencing the prior verbal warning;
3. Suspension;
4. Termination.

However, any or all of these progressive steps may be skipped in appropriate circumstances. Severe offenses will likely result in suspension or termination without any warning or reprimand. When employees are disciplined, management will typically cite the entire basis for the discipline, including a listing of all rules/policies/regulations that were determined to have been violated with written documentation of said discipline created and placed in the employee's personnel file. It is the policy of the City that all disciplinary documentation that has been placed in a personnel file is permanent.

Law enforcement officers shall be disciplined for misconduct consistent with Iowa Code 80F, the Peace Officers Bill of Rights. Procedures for that discipline will be as outlined in accordance with any applicable collective bargaining agreement provisions and with Iowa Code 80F.

Performance Evaluations

The development of the employee and the organization is best achieved through annual performance evaluations between the immediate supervisor and employee. Reviews of job performance occur near the end of full-time and part-time employees' probationary periods and at least once annually thereafter. Temporary employees are normally evaluated at the end of the season or period of temporary employment and a satisfactory evaluation is required for future employment with the City. Evaluations are designed to identify and communicate to the employee his/her strengths and weaknesses and serve as a forum for discussing other employment-related issues.

Uniforms

Uniforms or other City branded clothing, boots, and outerwear will be paid for and issued by the City as deemed appropriate and necessary by the Department Heads. The employee's Department Head will explain the procedure used in the employee's department.

Dress Code

In the event a City Department provides uniforms, or other City branded clothing, for its employees, said uniforms/branded clothing must be laundered regularly and worn appropriately. Damaged, heavily stained or torn/unserviceable uniforms should be promptly repaired or brought to the attention of the Department Head. Employees who are not required to wear uniforms or branded clothing must dress neatly and appropriately so as to properly represent their position and authority within the City organization.

As representatives of the City who serve many types of citizens, it is important to dress in a reserved manner which projects a professional appearance. All employees shall wear clothing that covers their torso from the top of the employee's shoulders to the waist, and from the waist to the top of their knees. Open-toed shoes are only allowed if working in an office setting or at the pool, and then subject to the specific restrictions of that workplace. In addition, employees are required to have good personal hygiene.

Employees will not wear shirts, buttons, hats or other clothing, or display tattoos on their person, that contain or include obscene or offensive words, terms, logos, pictures, cartoons, curses, racial slurs or similar slogans or representations. Whether or not an employee's clothing or tattoos is violative of this provision will be determined by the employee's Department Head. Any employee who disputes the position taken by the Department Head may appeal the decision of the Department Head to the City Administrator. The City Administrator shall issue a written determination which may be appealed to the City Council if said appeal is submitted in writing to the City Administrator within seven (7) days of the City Administrator's written decision. The above provisions do not prohibit a determination by the City Administrator and/or the City Council that an employee is violating this policy. If the determination is made by the City Administrator the employee may appeal to the Council, if the decision is made by the Council there is no further appeal; the employee will be given an opportunity, however, to be heard in front of the City Council.

At the discretion of Department Heads, denim jeans/pants and shorts are acceptable attire, provided they are clean and not torn or frayed.

Iowa Smoke Free Air Act Policy/Use of Tobacco

The Iowa Smoke Free Air Act greatly restricts smoking in the State of Iowa. Consistent with the Act, City policy prohibits smoking within the confines of any public buildings owned, leased or operated by or under the control of the City, the grounds of any public buildings owned, operated, leased or controlled by the City, all city-provided vehicles and roads-related equipment. Employees violating this policy will be subject to disciplinary action up to and including termination. If an employee sees someone violating this law or is told that someone is violating this law, the employee must investigate and inform the person of the law. If a smoker fails to comply with the law after being so informed, employees shall immediately contact the police department.

Employees who use tobacco pose a serious health risk to themselves, and their secondhand smoke poses a serious health risk to others. City employees who smoke or use smokeless tobacco on their own time are strongly encouraged to quit by enrolling in smoking cessation classes or taking over the counter or prescribed smoking cessation medication or both.

Nepotism Policy

The City of Monticello is committed to a work environment that is free of the appearance of favoritism based on familial relationships. Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family shall not be hired if employment would:

- Create a direct supervisor/subordinate relationship with a family member; or
- Have the potential for creating an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring or promoting an employee. A relative shall include spouse, child, grandchild, grandparent, brother, sister, uncle, aunt, nephew and niece, as well as the spouses of such relatives and half and step relationships of these levels and their spouses. Notwithstanding the foregoing, the strictures of this provision may be modified or waived by the City Administrator under circumstances where the anticipated potential problems are minimal and where reasonable precautions are in place to avoid direct supervisory, spending or payroll conflicts. The provisions of this section shall not apply to seasonal parks or aquatic center staff or volunteers with the Monticello Fire Department or Monticello Ambulance Service.

Residency Requirement Policy

City of Monticello Police Officers and Public Works Department employees must live within eighteen (18) lineal miles of the Monticello City limits. All other employees may live within any reasonable driving distance of City Hall, such that they may perform their daily duties efficiently. The City Administrator may grant temporary exceptions to this policy for new or seasonal employees.

Separations from Employment

When an employee wishes to separate from City employment, a minimum of two (2) weeks' notice is required, however, in unusual or extenuating circumstances, a shorter notice period may be accepted. The City reserves the right to make an employee resignation effective immediately upon the receipt of Employee's written notice of resignation, compensating the employee for the two (2) weeks' notice period and all applicable benefits that would be paid or provided during said two (2) week period. Separating full-time and part-time employees shall receive compensation for accrued vacation and casual days, if any. Other benefits such as sick days, personal days and any other leaves are NOT paid out upon separation. Seasonal and temporary employees will receive a paycheck for pay through their last day of work.

Maintenance of Personnel Records

Employees will promptly notify the City Clerk's Office, using city provided change of name or address form, of any changes in name, address, telephone or familial/marital status so that appropriate changes may be made to applicable City records.

Personnel files are maintained by the City. Personnel files include original employment data such as the job application, compensation, performance evaluations, discipline and commendations. Additions to these files may be made by City management as appropriate. General access to employee files is limited to the City Administrator, elected officials under certain limited circumstances, and the City's HIPPA-certified employee or other employees with authorized access.

Employees may review their personnel files upon request. Employees may request a copy of their complete personnel file while employed with the City. There may be a nominal charge to cover the cost of duplicating the file. Personnel files must be viewed in the presence of a City official and may never be removed from City Hall.

All information placed in employee's personnel files is subject to public records laws and requests, under Chapter 22 of the Iowa Code. This includes all information placed in an employee's personnel file regarding the conduct/reasons which led to termination, resignation in lieu of termination, or demotion may be considered a public record. This information includes the fact that the resignation was in lieu of termination, that the employee was discharged or demoted as the result of disciplinary action in addition to

the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion. This information may become a public record pursuant to Iowa Code Sections 22.15 and 22.7.

Timesheets/Timecards

All non-exempt employees are required to properly complete, sign and submit timesheets/timecards in a timely manner and otherwise in accordance with departmental policy. Any deliberate falsification of timesheets will result in immediate termination.

Pay Day / Payroll

Paydays will be bi-weekly. Timecards must be turned in prior to 10:00 a.m. on the due date as determined by the City. Paychecks will be issued by Thursday of pay week. The Employee shall be responsible to ensure that their timecards are completed in a correct and accurate fashion prior to submission to their immediate supervisor. In the event that an employee timecard fails to include an accurate representation of all hours for which the employee is entitled to compensation, the employee shall be paid the omitted hours, at the rate of pay appropriate for the pay period during which the hours actually accrued, during the pay period immediately following the discovery that they were omitted from a prior pay period.

When a pay day falls on a holiday, employees shall be paid on the last working day preceding the holiday.

All employees will be paid for all hours worked. No work shall be performed without being recorded on timecards contemporaneously with the performance of said work; any such claimed work shall not be paid. It is not expected nor is it required that any employee perform any donated work time without compensation.

The City grants raises to take effect July 1, which is the first day of the fiscal year. The clerk is authorized to apply the raise in wages to hours worked in June during the bi-weekly pay period that preceded the first payroll check issued in July.

Pay rates shall be as approved by the Resolution of the Council and as shown within the Collective Bargaining Group for covered employees

Payroll Deductions

Certain payroll deductions are mandated by law. Iowa law requires most full-time, part-time and some temporary employees to participate in the Iowa Public Employees Retirement System (IPERS), which requires that employees and the City contribute a set percentage of gross pay. The increases/decreases to the contribution percentages are set annually and changes occur effective July 1. More information is currently available at: www.ipers.org.

When an IPERS employee leaves employment prior to being eligible for retirement, the employee has the option of receiving a full refund of the employee's contribution plus interest and, if vested, a portion of the City's contribution, or the employee may leave contributions in the IPERS fund and receive guaranteed retirement benefits.

Other mandated deductions include tax withholdings, Social Security and Medicare deductions, and wage garnishments when authorized by a court of law.

Part-time employees may purchase health insurance at City cost after their probationary period is successfully completed if eligible under the City's, then current Health Insurance plan. Employees should contact the City Administrator with any questions.

Payroll Direct Deposit/Distribution of Paychecks

Employees are required to use direct deposit to electronically transfer their paycheck to the bank or credit union of the employee's choice. To arrange for payroll direct deposit, complete the form provided in the new employee packet. Pay stubs are distributed to employees by the Department Head or his/her designee each payday.

Sick Leave

Full-time employees accumulate eight hours per month of sick leave until 720 hours accrues, at which point no additional sick leave will accrue unless and until said full-time employee's accrued sick leave drops below 720 hours. Regular Part-time employees accumulate three (3) hours per month of sick leave until 360 hours has been accrued at which point no additional sick leave will accrue unless and until said part-time employee's accrued sick leave drops below 360 hours. Part time employees only accrue sick leave during pay periods in which they have worked. No employee shall be entitled to receive a payout of unused accumulated/accrued sick leave upon the termination of their employment with the employer, whether voluntary or involuntary.

Sick leave will be granted to regular full-time and regular part-time employees unable to render service because of sickness or disability. Sick leave shall be granted for personal illness or physical incapacity resulting from causes beyond the control of the employee. A doctor's slip or other conclusive proof of the necessity for absence, verifying the sickness or disability of the employee or family member, may be called for at any time by the Supervisor or the City Administrator. Abuse of sick leave privileges will constitute grounds for disciplinary action up to and including termination

A full-time employee may use up to forty (40) hours of accumulated sick leave, per fiscal year, during a serious family illness or doctor's appointment of a parent, spouse, child, or stepchild of the employee. Hospitalization is considered a serious family illness. Any other serious illness must be supported by a doctor's slip indicating that the person suffering from the illness requires full-time care or observation.

In the event an employee must use sick leave, that employee must call his/her supervisor prior to the start of his/her scheduled shift and explain the reason for the absence. If the supervisor cannot be reached, the employee must contact the City Clerk's Office or leave a message on the City Clerk's voicemail with the date and time of the phone call. The employee must keep his/her supervisor informed of his/her condition and when he/she expects to return to work. Any illness or injury that is anticipated to create an absence that will extend beyond accumulated sick leave should be brought to the attention of the employee's supervisor.

Maternity/Paternity. Employees may use banked sick leave for pre-natal visits, time during labor/delivery and up to forty (40) hours after delivery. After this forty (40) hour grace period, the employee may use up to twelve (12) weeks of unpaid maternity/paternity leave. During these twelve (12) weeks of maternity leave, sick leave may be used if the employee has enough banked sick leave. An employee who is legally married to the person giving birth may receive up to forty (40) hours of sick leave during the seven (7) days immediately following the birth of their child after one continuous year of employment as a permanent full-time employee. After this forty (40) hour grace period, the employee may use up to twelve (12) weeks of unpaid leave. Sick leave may NOT be used during these twelve (12) weeks of leave.

Employees shall make every effort to schedule routine medical/dental appointments after hours, on non-workdays or at the beginning or end of the workday whenever possible to avoid disruption of work.

A doctor's release form shall be required prior to return to duty if the employee was or currently is under a doctor's care; or restrictions were placed upon an employee by a doctor which would affect that employee's ability to carry out his/her job-related duties and responsibilities. All employees returning to duty after taking leave for an injury, whether related to the job or not, must provide a doctor's release.

No exception to the above policy will be made without prior approval of the City Administrator.

The U.S. Department of Health & Human Services (HIPAA) Privacy rule does not prevent your supervisor, City Administrator or others from asking you for a doctor's note or other information about your health if your employer needs the information to administer sick leave, workers' compensation, wellness programs or health insurance.

Paid Vacations

Vacations with pay are granted to regular full-time and regular part-time employees for the purpose of freeing them from their regular duties to spend personal time or for recreation. Regular part-time employees shall be those that work an average of at least 24 hours per week, calculated over a calendar year and are not hired as temporary or seasonal employees.

Vacation shall be based upon the number of hours an employee would normally work during a normal work period. Records on vacation earned and taken will be maintained in the City Clerk's Office. Each full-time, eight-hour (8-hour) shift employee, shall receive vacation from their date of employment as follows:

After 1 year – 5 working days

After 2 years - 10 working days

After 10 years – 15 working days

After 15 years – 20 working days

Each full-time, twelve-hour (12-hour) shift employee, shall receive vacation from their date of employment as follows:

After 1 year – 42 hours

After 2 years – 84 hours

After 10 years – 126 hours

After 15 years – 168 hours

Vacation must be taken within a period of one (1) year following the year in which the vacation time is earned. However, a maximum of five (5) days may be rolled into or carried over to the next year if the cumulative total held does not exceed more than five (5) days allowed in any given year. Vacation that is carried over as allowed herein must be used within sixty (60) days of the employee's anniversary date or it will be lost.

When a paid holiday as identified herein occurs during a vacation it will not be considered a day of vacation and will be compensated as a paid holiday.

Employees who voluntarily terminate service with the City, after at least twelve (12) months of continuous employment, will be paid out for accrued and unused vacation.

When an employee reaches their anniversary date of employment, the employee will be deemed to have accrued all vacation privileges to which they are entitled, based upon their years of employment, as previously set forth herein.

Regular part-time employees who work an average of twenty-four (24) hours or more per week shall be entitled to vacation that is pro-rated to reflect the ratio of their hours worked to a full-time position.

Vacation pay will never include pay for overtime whether the employee regularly works overtime or not.

Vacation time will be granted only at the convenience of the department. Vacations are to be arranged and approved by the employee's supervisor with consideration given to

staffing levels and workload, however consideration will be given to the employee's preference whenever possible. If more than one employee in a department requests the same vacation time off and the Department Head determines that departmental needs will not allow more than one employee to take time off, consideration will be given to granting vacation privileges to the employee with seniority, however, the department head may take other factors into consideration. Ultimately the decision lies solely with the Department Head. Vacation shall be scheduled as far in advance as is possible. All vacation for Department Heads must be reviewed and approved by the City Administrator at least one week prior to commencement.

Cancellation of Vacation and Other Leaves

Vacation and other applicable leaves may not be cancelled due to illness or the death of a related family member unless the employee requests cancellation prior to the start of the vacation period. Cancellation of vacation and other leaves are also subject to supervisor approval. For purposes of this section, the vacation period commences on the day and time the employee, but for the vacation, would have reported to work. For example, if an employee has a vacation scheduled Monday through Friday and the employee normally reports to work at 8 a.m., the employee is required to cancel his/her vacation prior to 8:00 a.m. on Monday. If the employee becomes sick after 8:00 a.m. on Monday, the employee will be charged vacation leave until the employee's scheduled return on the following Monday. Continuous days off constitute one leave period.

Transfer of Accrued Time Off Due to Catastrophic Events

Upon approval of the City Administrator, an employee with accrued time off may voluntarily grant or transfer a specified amount of accrued time to another employee who has experienced a catastrophic event. (For example: the destruction of a home or a long-term serious illness.)

Prior to the approval of a grant or transfer of accrued time the following conditions must be confirmed:

1. A catastrophic event has occurred;
2. The event has caused the affected employee to exhaust all accrued leave available to said employee.
3. The employee, proposing to grant or transfer accrued time off has accrued time available to be transferred.

Transfers are strictly voluntary and will be submitted on a leave request form marked "Other" with number of hours to transfer and the recipient's name in the "Description." The recipient will complete a Leave Request form in the standard manner. Transfers will be kept confidential. Transferred hours must be used by the benefitted employee, cannot be transferred or granted back to the granting employee, and may not be paid out under any circumstances. Eligibility will be determined on a case-by-case basis and no case will set precedent.

Casual Days

Full-time employees are entitled to two (2) casual days per fiscal year, to be taken at the employee's discretion. The fiscal year begins July 1 of each year. An employee who resigns in good standing during the course of a fiscal year shall be entitled to use or be paid out the prorated portion of said time off. If a resigning employee has taken more casual time off than has accrued, the final check to said employee shall be adjusted to account for that overage. An employee who is terminated, or chooses to resign in lieu of termination, shall not be reimbursed for unused casual days. If a terminated employee, or an employee who resigns in lieu of termination, has taken more casual time off than has accrued, the final check to said employee shall be adjusted to account for that overage.

Casual time will be paid out if unused.

Holidays

The following legal holidays shall be observed by full-time staff as follows:

1. New Year's Eve Day
2. New Year's Day
3. Christmas Eve Day
4. Christmas Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Four personal holidays per year, accruing on July 1st, shall be scheduled at least one month before use and are not subject to accumulation or reimbursement upon separation from City service.

If a holiday enumerated in this section falls on a Saturday, the preceding Friday will be granted and if it falls on a Sunday, the following Monday will be granted. This provision does not apply to ambulance staff.

Full-Time staff will be paid eight (8) hours of straight pay for each holiday. Said eight (8) hours of pay will be part of the regular forty (40) hour work week for all staff with the exception of the ambulance and police department staff who shall only receive holiday pay if they work on the holiday consistent with the Ambulance Employee Holiday Pay and Police Employee Holiday provisions set forth below. Any full-time employee, not including ambulance staff, who is required to work on a designated holiday will be paid time and one-half for the hours worked plus straight pay for each hour worked on the holiday.

1. **Ambulance Employee Holiday Pay:** Ambulance Department Employees shall be eligible for time and one-half hourly pay when the commencement of a work shift begins on or after 6:00 a.m. on a designated holiday. Ambulance Employees

whose shift carries over from a non-designated holiday to a holiday, even if their shift goes long, ending after 6:00 a.m. shall not receive time and one-half hourly holiday pay for any of the hours worked during that shift. Ambulance Employees eligible for time and one-half pay as set forth above, shall also receive straight pay for each hour worked on the designated holiday, not to exceed eight (8) hours of straight pay. If an employee's shift begins on a designated holiday and carries over into the next day, and the shift totaled 8 hours, the employee shall receive eight (8) hours of straight pay, assuming said employee worked the entire shift.

2. **Police Employee Holiday Pay:** Police Officers who work on a designated holiday shall be paid double-time for all hours worked on said holiday.

Any full-time employee working on a holiday may take compensation time in lieu of pay.

Part-time employees who work an average of twenty-four (24) hours or more per week shall receive pro-rata pay for holidays.

Subpoenaed Employees/Jury Duty

Employees compelled during working hours to appear before a court or other public body or who are required to perform jury duty shall be paid their regular wages for each day of court or jury duty. In favor of maintaining their City wages for such time, employees shall forfeit their daily Juror's stipend to the City. Employees appearing on matters in which they are personally involved (i.e., plaintiff or defendant) must take an appropriate paid leave or take unpaid leave for the period away from work due to their court appearance.

Military Leave

Per Iowa Code Section 29A.28, the City of Monticello grants a leave of absence to employees for state or federal military service without loss of pay for thirty (30) days of leave each calendar year. No unused portion of the thirty (30) allowable days may be carried over to the next calendar year. However, the allowable leave of absence shall be available beginning with the first day of the year. When a military member is called to active duty, the "first thirty days of leave" is paid during the first thirty-three (33) consecutive calendar days of active duty as if the military member was working.

Military-related service leave includes, but is not limited to:

- a) active duty;
- b) active duty for training;
- c) inactive duty training (such as drills);
- d) initial active-duty training;

- e) funeral honors duty performed by National Guard and reserve members;
- f) an examination to determine fitness to perform any such duty;
- g) the time period for which the military member is absent from City employment for the purpose of receiving treatment for a military-related injury, or
- h) the time period during which the military member is absent from City employment and receiving military compensation, including NCAP pay.

After the thirty (30) days of paid military leave are exhausted within a calendar year, the military member may request paid vacation leave, applicable personal leave or paid compensatory time. Military-related illnesses or injuries, which require medical treatment after a military member is released from active duty and result in leave, are considered military-related service leave and upon the exhaustion of an employee's thirty (30) paid military leave days in a calendar year, the employee may be eligible for sick leave.

The military member is required to provide written verification authorizing all military-related leave. In the event written verification is not immediately available, the City allows the military member up to thirty (30) calendar days to present said documentation. An extension may be granted for good cause. However, if the military member does not provide acceptable verification within a reasonable time period, the leave may be considered unexcused, at the sole discretion of the City, and the military member may be subject to discipline, up to and including discharge.

Military members are required to report back to work as follows:

- a) Military service of 1 to 30 days: At the beginning of the next regularly scheduled workday that falls at least eight hours after the military member returns home.
- b) Military service of 31 to 180 days: Application for reemployment must be submitted to the employee's supervisor no later than 14 days after completion date of the military member's service.
- c) Military service of 181 or more days: Application for reemployment must be submitted to the employee's supervisor no later than 90 days after completion of the military member's service.

Bereavement Leave

Full-time City employees may receive up to five (5) days of paid bereavement leave in the event of a death in their immediate family. Immediate family is defined as the following: child, spouse, or parent and persons bearing the above relationship to the employee's spouse. The employee must be married to the parent of the stepchild or claiming marriage by common law, not merely living together.

Full-time City employees are entitled to three (3) days of paid bereavement leave in the event of a death of a brother or sister; "steps" included.

Full-time City employees are entitled to two (2) days of paid bereavement leave in the event of a death of a maternal or paternal grandparent, aunt, uncle, grandchildren and/or step-grandchildren, brother-in-law, sister-in-law, son-in-law, and/or daughter-in-law.

When calculating bereavement leave consistent herewith for ambulance and police department employees, said employees will only receive compensation for bereavement leave if said leave falls on what would otherwise be a regularly scheduled day of work for said employee. The employee's Department Head shall be responsible for determining the number of paid days the employee is entitled after reviewing the departmental work schedule.

The employee must advise his/her supervisor in advance of his/her bereavement leave when possible. City employees may use personal, casual or vacation time to attend funerals for persons not specifically listed above.

Employees may split up the use of bereavement leave with the permission of their Department Head.

Personal Leave Without Pay

Unpaid leaves of absence may be granted in certain circumstances. If you have exhausted all applicable sick leave, vacation, compensatory time, and other leave, including temporary disability when applicable, you may request an unpaid leave of absence. Applications for unpaid leave must be made in writing and shall state the reasons for the leave and proposed period of leave. Approval of unpaid leave is at the discretion of the City Administrator and subject to review by the City Council.

Employees who are not eligible for leave under the City's sick leave policies may apply for an unpaid leave under this section for purposes of pregnancy or a related condition as provided in Iowa Code section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the City.

During an unpaid leave granted under this section, employees will not receive compensation, will not accrue length of service or sick leave and are not eligible for paid holidays. The City does not make contributions to retirement programs during the duration of the leave. Employees may continue in the group health program during unpaid leave under this section by paying the full cost of the premium by the 1st of the month for the current month's coverage. Failure to pay the premium on time will result in termination of coverage.

Return to work plans following an unpaid leave taken under this section shall be arranged with the Department Head prior to the end of the unpaid leave. The City will attempt to restore the employee to the position held at the start of the leave, or in a comparable position, if possible. If no such position is available, the employment will be terminated.

When an employee has been on unpaid leave for thirty (30) calendar days, the City Administrator shall review the circumstances and either extend the unpaid leave or terminate the employee.

Unauthorized Absence

An employee shall not be compensated, allowed to use compensation time, vacation time, casual or personal days in the event of an unauthorized absence. Such employee shall be considered absent without pay and shall be disciplined as deemed appropriate by their immediate supervisor or City Administrator. Such an employee shall, at a minimum, be given a written reprimand.

Accommodating an Employee's Mental Health or Physical Disability

Any qualified employee with a physical or mental impairment (including an employee who has suffered a work-related injury) which substantially limits one or more major life activities or who has a record of a substantially limiting physical or mental impairment and who cannot perform an essential job function, is entitled to a reasonable accommodation. A reasonable accommodation is an adjustment or modification provided by the City to enable an employee to continue to perform his/her essential job functions. What constitutes a reasonable accommodation varies depending upon the needs of the employee and the essential job function at issue.

Any employee who believes he/she requires a reasonable accommodation should make his/her request to his/her Department Head or the City Administrator. Any manager, immediate supervisor or Department Head who believes he/she has an employee who requires a reasonable accommodation or who has an employee make a request for an accommodation should contact the City Administrator.

Employees who believe they require a reasonable accommodation need not use the words "ADA" or "reasonable accommodation" and said accommodation requests may be made verbally.

Family and Medical Leave Act

The City is covered by the federal Family and Medical Leave Act ("FMLA"). However, the City's employees are not covered under the FMLA due to the fact the City has insufficient employees at its various work sites.

Severe Weather and Other Emergencies

Most City employees provide vital services during severe weather and other emergencies and are required to work during these conditions.

When severe weather or other emergencies prevent employees from performing their usual duties, employees will be assigned other work either in their normally assigned departments or in other departments where help is needed. If it is determined no work is available for employees during severe weather or any other emergency, supervisors may, upon the City Administrator's approval, direct employees to not report to work. When full-time or part-time employees have already reported to work, employees may be sent home. Under such circumstances, employees will be paid their regular rate of pay for the number of hours previously scheduled. Temporary employees will be paid only for hours actually worked.

In the event an employee cannot report to work due to inclement weather conditions the employee will be required to utilize vacation, casual, or personal time off for that portion of the workday not worked.

Overtime Pay

Overtime shall be paid at the rate of time and one-half for all work hours in excess of 40 hours in a work week for non-exempt employees covered by this agreement working eight (8) hour work shifts. With regard to law enforcement personnel, as defined by the FLSA, overtime compensation shall be payable on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 171 as the number of days in the work period bears to 28. For example, law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

The "Work Week" shall include actual hours worked and hours paid/used for holiday (including personal holidays), casual, vacation, sick, and funeral leave but shall not include any other paid time off.

In no event shall an employee be paid additional hours beyond the normal work week or granted compensatory time without prior approval from their immediate Supervisor and/or City Administrator.

The Employer is authorized to change work schedules as deemed appropriate to avoid the payment of overtime wages.

Compensatory Time Accrual

Compensatory time for non-exempt employees may be accrued in lieu of overtime wages, subject to department head approval. Department heads may limit the maximum

amount of Compensation Time that may be accrued. Compensation time may be taken instead of overtime, if permitted by the FLSA. An employee shall be allowed to utilize compensation time if staffing levels allow for adequate shift coverage, said determination to be made by the applicable Department Head or their designee in advance of the use of Compensation Time. In no event shall compensation time be used by an employee if it brings about or necessitates the accrual of overtime by another employee. Department Heads reserve the right to schedule and require the use of accrued compensation time at their sole discretion. Full-time covered Police Department employees will be allowed to accrue a maximum of 42 hours of Compensation Time. Unused compensatory time shall be paid out on the last payroll of the fiscal year.

Supplemental Pay

Call Back Pay: Any employee, not including police officers, who are called back to work after the completion of a normal work shift shall be paid for the time worked to the nearest half hour. Any call back pay shall be a minimum of two (2) hours, but the employee shall be required to work those two (2) hours. If an employee is called back to work and said call back is cancelled before the employee actually reports to work the employee shall not be paid. Police Officers who are called back to work within 6 hours after completing their normal work shift shall be paid a minimum of two (2) hours for up to two (2) hours worked, if they actually report to work, and are not called off before so returning.

Longevity Pay: Employees shall be paid Longevity Pay as follows:

- a. At the beginning of the 10th year of employment, employee will receive one payment of \$150 each anniversary year until year 20.
- b. At the beginning of the 20th year of employment and each anniversary date thereafter, employees will receive one payment of \$300.
- c. Longevity Pay shall be subjected to the same payroll deductions that are applied to regular wages.

Benefits for Full Time Employees

The City provides all full-time employees Insurance coverage for Hospitalization, Medical, Dental, Vision, Short Term Disability and Life Insurance. The City pays 100% of the premium cost for said full time employees. The City will contribute \$70.00 per month towards a full-time employee's purchase of dependent, spousal, or family Health Insurance though the City of Monticello with the balance of the cost of said policy being the responsibility of the employee. The City does not contribute towards dependent, spousal, or family dental, life*, vision or other insurance policies, however, all full-time employees are eligible to purchase said coverage through the City carriers with the cost thereof being borne 100% by the employees.

* It is possible that the Life Insurance policy purchased by the City for FT employees may include some life insurance coverage for spouses and/or children. While this may occur from time to time the City is not obligated to provide that coverage.

Health Insurance

The City participates in a health insurance plan for all full-time employees.

All new full-time employees must attend an insurance orientation and enrollment meeting at the time of hire, which is arranged by the City Administrator.

In addition, full-time employees enrolled in the City's health insurance plan are specifically required to report life status changes (for example, birth or adoption of a child or marriage) within thirty (30) days of the event, to the City's insurance administrator/agent. If the notification of the change is not made within this timeframe, no changes of benefits or allocation will be permitted until the next open enrollment period. Questions may be directed to the Deputy City Clerk.

Upon separation from employment, health care benefits continue through the last day of the month of the employee's date of separation. Employees may be permitted to continue their participation in the plan at their own cost through COBRA continuation coverage and should contact the City Clerk's Office for more information on this option.

All full-time employees shall be eligible to enroll in group medical and hospital, dental, and vision coverage on the first day of the month immediately following the employee's start date. If employment begins on the first day of the month, insurance shall be effective immediately.

Insurance Benefit Package:

Medical Insurance

- a. There will be no Major Medical lifetime limit.
- b. \$500/\$1000 deductible. The Employer will have the discretion to provide either a Gold or Platinum rated ACA plan, and will in either case maintain the current deductible structure either by purchasing such a plan or self-funding to that "deductible" level.
- c. Office visit (x-rays and lab). PPO office visits shall be \$20.00, non-PPO office visits shall be \$40.00.
- d. Emergency room co-pay shall be \$250.00 unless the insurance benefit purchased by the City provides for a lesser co-pay.
- e. Preventative care (physical). There shall be no co-pay in PPO Doctor's Office or PPO hospital. The co-pay shall be 80/20 in non – PPO Doctor's Office or hospital.
- f. Prescription drug benefit: At a minimum the City will provide for a \$5 co-pay for Tier I (generic), \$35 co-pay for Tier II, and \$70.00 co-pay for Tier III with no

deductible. Non-participating pharmacy subject to deductible and 80/20 coinsurance.

- g. In the event the Employer chooses to purchase an ACA compliant plan, the costs related to Office Visits, Emergency Room Visits, and Rx co-pays will count towards the insured's deductible.

The City maintains the sole discretion to change this plan and the applicable benefits at any time.

Dental Insurance

The City provides dental coverage to all full-time employees. The plan provides for a deductible of \$25/\$75, but for diagnostic and preventative care which will be 100% covered. Routine and Restorative dental care will be covered 80/20, Major Care covered 50/50 with an annual maximum benefit per person of \$2,000. The City maintains the sole discretion to change this plan and the applicable benefits at any time.

Vision Insurance

The City provides vision coverage for full-time employees. The City currently provides what is called the Select Network Vision Plan. The coverage requires a \$10.00 exam co-pay if using a participating provider and provides \$150 per year towards materials. The City maintains the sole discretion to change this plan and the applicable benefits at any time.

Short Term Disability

The City provides short term disability coverage for full-time employees. Employees determined to be eligible for coverage will receive disability payments equal to 66-2/3 of wages for 26 weeks, eligibility commencing on the 1st day in the event of an accident or the 8th day in the event of a sickness. Employees shall be permitted to utilize banked sick leave to make up the difference in their regular pay, not including speculative overtime, provided said employee has sick leave accrued and available for such use. The City maintains the sole discretion to change this plan and the applicable benefits at any time.

Life Insurance

The City provides Life Insurance to all full-time employees in the amount of \$20,000 until said employee reaches the age of 65 years after which the death benefit will be reduced by 35% per year until the employee reaches the age of 70 at which time the death benefit will be reduced by an additional 33% per year. In addition, employees who participate in IPERS may be eligible for death benefits and should visit www.ipers.org for more information. The City maintains the sole discretion to change this plan and the applicable benefits at any time.

Employee Assistance Program

The City is considering enrollment in an Employee Assistance Program (EAP). Once that program is established, it will be offered to all full-time and part-time employees and their immediate families, in order to help them cope with personal problems which may interfere with work performance. This voluntary program operates under confidential self-referral as well as supervisor referral. Professional counselors help employees find ways to deal with problems related to physical, mental and/or emotional illness or stress. This help includes concerns related to chemical dependency, marital, personal, financial and/or family situations and also provides limited legal assistance. Employees in need of these services are strongly encouraged to seek help through this program. EAP counselors provide short-term counseling and referral services without charge. Expenses beyond those covered by the EAP program incurred by the employee or the employee's immediate family member for recommended extended diagnosis or treatment may be eligible for some reimbursement in accordance with the City's health care plan.

Whenever an employee voluntarily uses the EAP program, employee concerns are kept in the strictest confidence by EAP counselors. This confidentiality means no City official, or employee will be informed that the employee has used this program. The only exception to this confidentiality requirement is when an employee is required to seek counseling by the City and accordingly signs a release. In such cases, the employee's supervisor and the City Administrator must be kept apprised of employee's compliance with the counselor's recommended treatment plan.

Employees' immediate family members are also eligible to seek help from this program and may do so without the employee's knowledge. An office site outside the community is available for confidential meetings.

The City maintains the sole discretion to change this plan and the applicable benefits at any time.

I.R.S. Section 125 – Flexible Benefit Plan

The City offers a Flexible Benefit Plan (125 Plan) that is available to all full-time and part-time employees; participation is voluntary. More information is available at the City Clerk's office.

Pension

All employees, unless excepted from doing so by the Iowa Code, are required to participate in the Iowa Public Employees Retirement System (IPERS). For more information, see Payroll Deductions in this Handbook or go to www.ipers.org.

Damage to Personal Property

In the event of damage to personal property while on duty, employees must submit to their supervisor by the end of the workday, or as soon as practicable thereafter, a written statement describing the circumstances surrounding the damage of the item(s). If it is determined the item(s) were reasonable for the employee to have at the work site (e.g., eyeglasses, modestly priced wristwatch, etc.) and the damage was the direct result of a work assignment during which the employee exercised reasonable care, the Department Head may authorize payment for repair or replacement of the item(s).

Recovery of Lost Property

City employees who find lost property must immediately present it to their supervisor. The City will then take steps pursuant to Sections 556F.3 and 556F.4, Code of Iowa to seek out the rightful owner. If no person claims the lost property, the property will be returned to the City employee if valued under \$20.00. If the property is valued over \$20.00, the property will be delivered to the Sheriff's office, sold at public auction to the highest bidder, and proceeds will be paid to the City.

Use of City Vehicles/Travel Expenses

On Duty - All vehicles, equipment and facilities (City Property) shall be utilized safely and in a manner that will not damage any item. Any reckless or willful negligence resulting in damage to City property may be cause for corrective action. Vehicles, equipment and facilities shall only be used for City business and activities, not for personal errands, personal work activities or other purposes. Only City employees or others authorized by the appropriate Department Head shall ride as passengers in City vehicles or use City equipment or facilities as may be necessary in the carrying out of City business. The City Administrator may overrule a Department Head decision to this end. No City vehicle shall be driven by any employee or other person after the consumption of any alcoholic beverage. Seat belts, where provided, are to be used at all times.

Off Duty - There shall be no use of City vehicles, equipment or facilities during off duty hours. When a vehicle is in the possession of an employee during off duty hours, it shall only be used for City business when the need arises. It shall not be used for personal errands or other activities, except for personal errands on the way to and back from work. As approved by the City Administrator, certain employees may be authorized to drive City vehicles to their homes. Use of City vehicles for commuting shall be considered taxable compensation to the employee.

Accidents - Any accident, whether or not damage results to City vehicles, equipment and/or facilities, shall be reported immediately to the Police Department and to the appropriate supervisor, who shall submit a written report to the City Administrator. When deemed appropriate by the City Administrator, the accident will be investigated, and subsequent action taken. However, if an employee is involved in an accident with a company vehicle, or private vehicle that is operating on company business, which

involves private property, whether there is damage or not, the Sheriff's Department should be called immediately. **(See also the "Injury and Incident Reporting and Investigation" provisions set forth on p. 64)**

Meetings, Seminars, Work Related Travel & Travel Expenses

An employee shall be compensated at their regular rate of pay to attend meetings, seminars and conventions of professional and technical organizations when such attendance is approved by their immediate supervisor or City Administrator. An employee who is attending a meeting, seminar or convention as noted in this section shall be eligible for the reimbursement of legitimate business expenses related thereto, including the following:

- A. Mileage shall be paid at the Internal Revenue Service rate as amended from time to time, providing the individual drives his/her own vehicle. The Employer may require the employee to use a City owned vehicle at the sole discretion of the City.
- B. Meals and lodging shall be reimbursed as follows;
 - 1) A maximum of Twenty-Five (\$25.00) dollars per day, for non-travel days, or Fifteen (\$15.00) dollars per travel day.
 - 2) If any meal is provided as part of the cost of the meeting/seminar, the daily reimbursement limit shall be \$15.00.
 - 3) In no event shall more than three (3) meals be reimbursable in any one day. Reimbursable meals include breakfast/lunch/supper-dinner. Snacks and/or other incidentals are not reimbursable.
 - 4) All bills must be turned in to the immediate supervisor for initial approval prior to submission to the City Clerk for payment.
 - 5) No bill/receipt that includes alcoholic beverages shall be eligible for reimbursement whether or not there are reimbursable expenses on the bill. The employee bears the burden of providing receipts with detail that shows the items purchased with said detail not including any alcoholic beverages.
 - 6) All reimbursement requests shall be made by using the "Reimbursement Request Form" that is available at the City Clerk's Office.
- C. The City will pay for or reimburse employees for the cost of Continuing Education required to maintain those certifications required of their position with the City of Monticello. Employees shall take advantage of free CEU's offered by or through their employer whenever possible. City Administrator review and approval of the proposed CEU's and cost associated therewith is required. The

City Administrator may take unusual requests to the City Council for review and consideration.

- D. In order to minimize the expense to the City when two employees are attending a training seminar or a conference at the same location and on the same dates, employees should use reasonable best efforts to coordinate transportation and lodging.
- E. Government discounts and conference discounts should be utilized whenever possible. Hotel/Motel room reservations may be direct billed to the City or charged on a City credit card. If an employee pays for a room with their personal credit card, they may request reimbursement upon presentation of proper proof with the City Reimbursement Request Form upon completion of travel. In all cases, the employee must submit a hotel/motel bill upon completion of travel.
- F. Expenses for entertainment, alcohol, or for lodging or other expenses of non-City employees, including spouses, and for any expense deemed wasteful or extravagant, will not be reimbursed.

Variations in the above policy may be considered by the City Administrator and must be approved in advance of any such expenditures. Consideration may be given for certain destinations where travel expenses are expected to be higher.

Employees are expected to be reasonable with their spending. The City Administrator will review itemized receipts for excessive spending, and employees will not be reimbursed for expenses deemed to be unreasonable or in excess of the above guidelines.

Abuse of this policy and/or the submission of inaccurate or fraudulent reimbursement requests will result in disciplinary action up to and including termination.

Safety

The City is committed to providing and maintaining a safe and healthy work environment. Each employee is responsible for knowing and complying with all safety policies, regulations and rules which apply to his/her job. All employees are required to take appropriate safety precautions, including wearing and using safety equipment. Employees will be subject to discipline, up to and including discharge, for violating safety rules.

All new employees will receive initial safety training.

Training Programs

The City may require or permit employees to attend training programs (which have immediate job-related benefits) on the job or at various public or private facilities.

Attendance is subject to the requirements of employees' positions, needs of the department, budgetary constraints and Department Head approval.

Departmental Bulletin Boards and E-mail Monitoring by Employees

All City employees are responsible for reviewing information posted on bulletin boards in their work areas each workday, and for reviewing their email messages each workday. The City periodically posts information of interest to City employees, including safety-related and other critical information, on departmental bulletin boards and in email. Failure to monitor these notices may lead to disciplinary action, up to and including termination.

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CITY OF MONTICELLO
ACKNOWLEDGMENT

I, _____, an employee of the City of Monticello, hereby certify that I received the City of Monticello Employee Handbook, as revised _____, 20____, and completed reading said Handbook on the date following my signature below.

I understand that all employees of the City are subject to, and shall comply with, all rules, policies and procedures contained in the Employee Handbook.

Lack of knowledge of the rules, policies and procedures will not be considered an excuse for non-compliance, and it is with this understanding that I read all of the contents of this Employee Handbook and will read newsletters, payroll inserts and departmental bulletin board postings to stay current with policies and other notices to employees. I understand failure to comply with any of the work rules, policies or procedures may result in discipline, up to and including discharge.

If a particular City rule, policy or procedure conflicts with the collective bargaining agreement, the collective bargaining unit agreement will prevail.

Employee's Signature

Date

Addendum A to Personnel Manual – Safety Policy

City of Monticello Management Statement of Safety Policy

The success of City of Monticello depends upon our efficient use of resources to produce a high-quality product for Monticello citizens. Our most important resource is our employees. To protect this resource, we are committed to providing a safe and healthful workplace for all employees by establishing and maintaining an effective safety and health program. We consider safety to be a core value of our organization's operations.

The occupational safety program of the City of Monticello is organized to give each job site responsibility for the accident prevention program. All employees at all levels of our workforce are directed to make safety a matter of continuing concern, equal in importance to all other operational considerations. We are all expected to cooperate in implementing safety practices and to adopt the concept that the safe way to perform a task is the most efficient, and the only acceptable way to perform it.

(Date)

Safety Responsibilities

Supervisors Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for management to personally observe all employee activities, management must rely on and assure that all employees are trained and aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance for the company.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.
9. Management will report to the City Administrator.

Continued Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. Among the important safety responsibilities of every supervisor are:

1. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on City of Monticello worksites and facilities.
2. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.

4. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
5. Ensure tools, equipment and machinery being used in the workplace are in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
6. Ensure that proper personal protective equipment is available and used by employees, when necessary, required, or otherwise appropriate.
7. Always set a good “safety” example, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.
8. Consistently enforce the requirements of the organization’s safety program and any associated rules or policies.
9. Ensure that all employees have access to a copy of the City of Monticello safety program.
10. Encourage safety suggestions from employees under your supervision.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations involving your employees.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect your safety and the safety of your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.

5. Use all safety devices provided for your protection.
6. Report any unsafe situation, act or equipment to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with City of Monticello's Safety Program.
9. Never operate equipment that you are unfamiliar with or not trained to use. Do not use equipment that is defective or in need of repair and immediately report the poor condition to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may result in disciplinary action.

Safety Committee

A safety committee may be established by the City, and if so, should be composed of employees representing the City. The committee should be chosen from those employees who are recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment. Employees from various work areas should be represented. A consultant may be responsible for scheduling meetings, notifying committee members, and following up on items discussed. In order to stay on top of things, the committee is encouraged to meet monthly. The committee will have the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that annual inspections are conducted in each department's work areas, and of their tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all departments for posting in a location where all department employees have an opportunity to review them.

Safety Committee Departments:

Police Department
Ambulance Department
Park and Recreation
City Hall Staff
Streets Department
Water/Wastewater Department
Library

Training and Orientation

The Supervisors, and safety consultant if utilized, will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased accidents.
- Newly identified areas of exposure.
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees or supervisors will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept at the City Clerk's Office. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New Employee Safety Orientation

The appropriate Department Head or supervisor will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new employee's job description and duties. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained at the City Clerk's Office.

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

Depending upon the physical requirements of the job, the City of Monticello may require new permanent employees and temporary employees to undergo a pre-employment physical. This is given *after the offer*, but before the first day of work, and offers are

contingent on passing the physical. The physician performing the physical shall present an opinion as to the employee's ability to perform the essential functions of the position as set out in the most recent approved job description. (See Attachment 2). The costs of the physical shall be paid by the City of Monticello.

Medical Emergency Procedures

The following actions should be taken in the event of a medical emergency:

1. Call 911.
2. Make sure site is safe before providing assistance. Do not attempt rescue alone!
3. Provide assistance to the injured person.
4. Notify Supervisor/foreman, Department Head and City Hall.
5. Each building will have emergency contacts and telephone numbers posted in a conspicuous location.

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace that involve equipment and property are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence. An Accident/Injury Investigation Form has been developed to facilitate the investigation (see Attachment 1). Note: This *Investigation Form* does not replace the *First Report of Injury Form*, which still must be completed for an employee who incurs a work-related injury. The Department Head shall complete this form and a copy will be forwarded to the City Clerk. The City Clerk will prepare and forward to the safety committee (if such exists) as in the following circumstances:

1. Any work-related accident resulting in an employee needing medical attention.
2. Any work-related accident resulting in damage to property or equipment.
3. Any accident involving a member of the public whether it results in personal injury or property damage or both.

If an employee is involved in an accident with a company vehicle, or private vehicle that is operating on company business, which involves private property, whether there is damage or not, the Sheriff's Department should be called immediately.

Post-Accident Drug and alcohol testing will be required as stated in the Drug and Alcohol testing policy that can be found herein.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey traffic laws or department or safety rules and regulations, disciplinary action will result, with a written reprimand being the minimum disciplinary action allowed.

The Department Head shall provide a written response to any recommendations by the safety director or the investigator that outlines corrective actions taken by the company.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year during which the incident occurred.

Medical Services

Designated Physician Policy

Effective upon the approval of this Employee Handbook, the following policy will be in effect regarding workers' compensation illnesses or injuries.

The City of Monticello, has designated the Jones Regional Hospital Work Well Clinic, located at 1795 Highway 64 East, Anamosa, Iowa 52205 as its workers' compensation authorized treating physician/clinic as provided by law under Chapter 85.39 of the *Code of Iowa*. Employees with a work-related illness or injury will be required to have their initial evaluation with this physician/clinic. (**Note:** *If the accident is an emergency the injury will be treated at the nearest medical clinic.*) If appropriate, and with prior approval from the City Clerk or Administrator, the physician/clinic may make referrals to other specialists.

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless referred by the authorized treating physician/clinic.

FIRST AID

Any injury shall be treated by the Department Head or other available personnel in accordance with their individual abilities and the severity of the injury. Each Department Head or department designee will receive Adult CPR and first aid training.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building and vehicle. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

An eye wash station suitable for quick drenching or flushing of the eyes shall be provided within the work area for immediate use if employees are exposed to harmful materials. The eyewash station will be located in the main shop.

Return to Work Program

It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

A. Objectives:

1. To return employees who were injured on the job back to work as soon as possible if there is not significant risk of substantial harm to themselves and others.
2. To minimize financial hardship and emotional stress on the employee who has sustained a work-related injury.
3. To assist employees in returning to work at a level as close as practicable to his/her pre-injury earnings and productivity.
4. To retain qualified and experienced employees.
5. To reduce the cost of disability benefit programs.

B. The City of Monticello may provide modified or alternate work for employees injured on the job, who are unable to return to his/her regular job classifications temporarily or permanently. Regular modified and alternate work may be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.

C. The City of Monticello will make reasonable accommodations for a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation.

D. The feasibility of reasonable accommodations shall be determined on a case-by-case basis, taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

E. Temporary Alternate Duty (TAD):

1. The purpose of TAD is to provide temporary work, within medical restrictions, for employees injured on the job. It is defined as modified duties or hours assigned to a worker. TAD is assigned when the physician

indicates the employee can return to work but is not yet physically capable of handling the entire job duties normally assigned, and the work-related injury has not reached maximum medical improvement.

2. TAD may be available with medical prognosis indicating that the employee is expected to return to full duty following a course of medical treatments. If an alternate duty position is available an injured employee must be provided with TAD as soon as medically feasible. TAD should be consistent with the employee's physical/mental abilities.
3. Employees in TAD capacity will continue to receive the salary and benefits of his/her job classification prior to injury or TAD job classification. They will be proportionately adjusted in the case of part-time work. The status of the TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD does not normally exceed three months.
4. TAD Procedures:

The Department Head or Deputy City Clerk:

- 1) Informs designated physician about the TAD program and provides a copy of the injured employee's job description (Regular Job Description or TAD job) to physician.
- 2) Informs the injured employee about the TAD program.
- 3) Informs workers' compensation adjuster of the employee's availability to the TAD program.
- 4) Obtains information regarding medical condition of the employee from the physician(s).

Employee's supervisor, along with workers' compensation designee:

- 1) Develops work assignments on a case-by-case basis, if available, adjusting to medical restrictions.
- 2) Develops appropriate TAD assignments and monitors on-going medical and work adjustments.
- 3) May meet with the injured employee to review TAD status.

Employee:

- 1) Reviews and signs *Appendix A* of the Return-to-Work Program Statement of Acknowledgment.
- 2) When the physician has determined that maximum medical improvement has been reached and the employee is able to perform the essential functions (replaced duties) of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
- 3) When the physician has determined that maximum medical improvement has been reached and the employee is unable to perform the essential functions (replaced duties) of his/her job with or without reasonable accommodations, the employee may be assigned to a Ninety (90) Day Modified Duty Assignment.
 - a. An employee assigned to a Modified Duty Assignment will report to his/her regular department. The employee shall be assigned to complete assignments that he/she is capable of performing consistent with physician dictated restrictions.
 - b. Employees placed on Ninety (90) Day Modified Duty Assignments shall continue to receive the salary and benefits of his/her regular job classifications.
 - c. In all such cases where an employee cannot fulfill the duties of the job with or without reasonable accommodations, the Benefits Coordinator will provide notices of any currently available jobs which may be suited to the employee's restrictions and for which the employee may be qualified and eligible pursuant to the terms of any relevant personnel policies and any applicable collective bargaining agreements.
 - d. If the employee cannot perform the essential functions of the employee's regular job with or without reasonable accommodations, and no alternative job within the employee's restrictions is available (or becoming available in the near future) for which the employee is qualified and eligible, then the employee's employment status shall be determined in accordance with applicable law, any relevant personnel policies and any applicable collective bargaining agreements.

F. Permanent restriction resulting from personal injury/illness:

1. Employees who are off work due to personal injuries/illnesses may be required to complete functional capacity examinations before they can return to their former jobs. The cost of such examination will be paid for by the employer.

G. Responsibilities of the employee:

1. Determine appropriateness of a job assignment. An employee who is unable to return to work without restriction is responsible for keeping his Department Head (or the Department Head designee) informed of the status of the employee's medical condition.
2. If the employee rejects any assignment which is compatible with medical restrictions, the employee shall not be compensated by the City of Monticello or the City of Monticello's workers' compensation carrier, with temporary, partial, temporary total or healing period benefits during the period of refusal (*Code of Iowa, Section 85.53*).

Appendix A – To be Used with TAD Program

To:
From: City of Monticello
Date:
Re: Offer of Temporary Alternate Duty (Light Duty)

This serves as an offer of Temporary Alternate Duty (TAD) pursuant to Iowa Code Section 85.33(3)(b) from your employer. Specifically, the City is offering you work as [title of job], which will require that you perform the following [brief description of work and include written job description if available]. [If this job requires lodging, meals or transportation, please insert that information to communicate to the employee here.] This work required of you in this temporary position is within your stated work restrictions, as determined by your treating physician, Dr. _____ and is therefore deemed suitable under Iowa law.

If you refuse this offer of transitional work, you must communicate your refusal and the reason for your refusal to your employer in writing, including whether your refusal is based on your assertion that the work is or is not suitable. During any period of refusal, you will not be compensated with temporary total, temporary partial, or healing period benefits, unless the work refused is not suitable.

If you have any questions regarding this offer of work, please contact [employer representative offering work] at [contact information].

If you accept this offer of work, please sign the acceptance below. If you refuse this offer of work, please sign the refusal on the attached page. Please respond to this offer of work within seven (7) days of the date of this offer.

I, _____, accept my employer's offer of work as described in the offer above. I understand I must follow my restrictions as stated by my doctor during my period of TAD and that failure to do so may lead to disciplinary action up to and including termination.

Signature

Printed Name

Date

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature _____ Printed Name _____

City Council Meeting
Prep. Date: 07/27/2022
Preparer: Russell Farnum



Agenda Item: # 5
Agenda Date: 8/02/2022

Communication Page

Agenda Items Description: Preliminary Approval of Proposed Development Agreement with Derek Manternach and Setting a Public Hearing on the proposed Agreement

Type of Action Requested: Resolution

Attachments & Enclosures:

Proposal
Draft Agreement

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: Derek Manternach is purchasing the lot west of 709 John Drive for construction of a 4,000 square foot (50 by 80) custom cabinetry and furniture making shop.

The proposed building reflects a new investment of nearly \$350,000 in the building alone, not including the existing \$25,000 value of the lot or the related development improvements to the site.

Manternach has requested a property tax rebate for a period of 10 years, similar to others proposed and approved by the City for new developments in the TIF district. Following terms and percentages similar to that approved for the McMATT storage project, the overall rebate over 10 years would be about \$55,000.

Recommendation: Approval is recommended.

The City of Monticello, Iowa

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #2022-

**Preliminarily approving proposed Development Agreement between
the City of Monticello and Derek Manternach and scheduling
a Public Hearing on the proposed agreement**

WHEREAS, the City of Monticello, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Area and Urban Renewal Plan for the Monticello Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in various Urban Renewal Areas pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Section 403.19(2) of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into a Development Agreement, the “Development Agreement”, with Derek Manternach (the “Developer”) with regard to the construction of a 4,000 square foot custom cabinetry and furniture manufacturing facility Parcel 2019-74 in Lot 10 of the Monticello Industrial Park 3rd Addition, a portion of the tract of land having PIN 0216300040 to the City of Monticello, County of Jones, State of Iowa until platted, and

WHEREAS, the Development Agreement is proposed to include incentives that include tax rebates payable over a period of years in an amount that will not exceed \$55,000.00 under the authority of Chapter 403 of the Code of Iowa, and

WHEREAS, it is necessary to set a date for a public hearing on the Proposed Development Agreement pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Monticello, Iowa, as follows:

Section 1. The City Council, by the approval of this Resolution, shall be deemed to have preliminarily approved the proposed Developer’s Agreement and incentives offered therein, subject to the completion of those tasks and obligations of the Developer set forth therein, and further subject to public comment and input yet to be received by the City Council and to future formal approvals related to the inclusion of the proposed project within the Urban Renewal Plan.

Section 2. This City Council shall meet on the 6th day of September 2022, at 6:00 o'clock p.m., at the Monticello Renaissance Center, Community Media Room, in the City, at which time and place proceedings will be instituted and action taken to consider the formal and final approve of the proposed Development Agreement.

Section 3. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City, said notice shall be substantially consistent with the proposed Notice attached hereto, and

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

IN TESTIMONY WHEREOF, I have hereunto
subscribed my name and caused the Great Seal of the City
of Monticello, Iowa to be affixed hereto. Done this 1st day
of August, 2022.

David Goedken, Mayor

Sally Hinrichsen, City Clerk/Treasurer

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH McMATT Properties

The City Council of the City of Monticello, Iowa, will meet at the Monticello Renaissance Center, Community Media Room, Monticello, Iowa, on the 21st day of June, 2021, at 6:00 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City of Monticello and McMATT Properties with respect to the construction of a new 47-unit rental storage facility along John Drive in the Industrial Park, also known as The northernmost 105 feet of the tract of land having PIN 0216300030 to the City of Monticello, County of Jones, State of Iowa, generally, at the estimated cost of \$378,000.00. The agreement provides for tax rebates over a period of up to 10 years in a total amount not to exceed \$75,000.00 as authorized by Chapter 403 of the Code of Iowa.

The Agreement to make said rebate payments from incremental property tax payments will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Monticello Urban Renewal Area.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at said meeting or at an adjournment thereof, take additional action to approve the Development Agreement as written, approve the agreement as amended, or may abandon the proposal.

This notice is given by order of the City Council of Monticello, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Sally Hinrichsen
City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Monticello, Iowa (the “City”), and Derek Manternach (the “Owner”) as of the _____ day of _____, 2022.

WHEREAS, the City has previously established the Monticello Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Owner intends to acquire certain real property which is situated within the Urban Renewal Area and more specifically described on Exhibit A hereto (the “Property”), and the Owner will undertake the construction of a 4,000 square foot custom cabinetry and furniture manufacturing facility (the “Project”) on the Property; and

WHEREAS, the Owner is responsible for the payment of the property taxes and has requested tax increment financing assistance with respect to the Project for Economic Development in a Commercial or Industrial Area; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons, and the City Council specifically finds as follows:

1. That a public purpose will reasonably be accomplished by the provision of tax incentives, grants, and other financial assistance to the Owner, including the expansion of the tax base of the community.
2. That the construction of a new 4,000 square foot manufacturing facility will provide new tax base to the community, even if a portion of those taxes are rebated for a period of time.
3. That the proposed manufacturing use will create jobs, provide local option sales tax proceeds, where customers and employees stop to make purchases before and after their work shifts.
4. The Council has considered the overall impact the proposed development will have on the community, weighing the overall benefits of the business, and finds that the benefits to the Citizens, Local Businesses, and tax base of the City warrants and justifies the incentives and easily outweighs the amount of funds dispensed by way of and consistent with the terms of this Development Agreement.

NOW THEREFORE, the parties hereto agree as follows:

A. Owner Covenants

1. The Owner agrees to acquire the Property and agrees to construct (or cause to be constructed) and maintain the Project on the Property, and to use the completed facilities as part of its business operations throughout the term of this Agreement.

2. The Owner agrees to make timely payment of all property taxes as they come due throughout the term of this Agreement with respect to the Property and to submit a receipt or cancelled check in evidence of each such payment.

3. The Owner agrees to the following: (a) Begin construction said facility within one (1) year of this Agreement and diligently prosecute the same to completion; (b) Provide on-site storm water control as required by City Ordinances.

4. The Owner agrees to certify to the City by no later than October 15th of each year during the Term, as hereinafter defined, commencing October 15, 2024¹, an amount (The “Owner’s Estimate”) equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by:

- (1) Determining the consolidated property tax levy (City, County, School, Etc.) then in effect with respect to taxation of the Property;
- (2) Reducing the Consolidated Tax Rate by the following to create an “Adjusted Levy Rate”:
 - (a) the debt service levies of all taxing jurisdictions, and
 - (b) the school district instructional support and physical equipment plant levies, and
 - (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly.
- (3) Multiplying the resulting Adjusted Levy Rate by any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Jones County, above and beyond the “Base Valuation” which is agreed to total \$25,000, resulting in the “Estimated Incremental Property Tax Revenues”, and then
- (4) Deducting property tax credits, if any, applicable to the Property from the “Estimated Incremental Property Tax Revenues”, to create the “Actual Incremental Property Tax Revenues”.

The calculations resulting in the Owner’s Estimate will be set forth on the worksheet attached hereto, marked Exhibit B, and submitted to the City for review. The City reserves the right to review and request revisions to the Owner’s Estimate to ensure the accuracy of the figures submitted. Any disagreement with regard to the calculations used to arrive at the Owner’s Estimate, and/or the final estimate itself, that cannot be resolved by the Parties, shall be decided

¹ The Owner’s Certification by October 15, 2024 will allow the City Clerk to include the amount estimated to be due for FY ‘25 in the TIF Certification due by 12/1/2024. The Certification will allow the City to receive necessary increment for payments to the Owner in FY ‘25.

by and in the sole discretion of the City. The City will provide reasonable assistance to the Owner in the completion of this worksheet upon request.

5. Default Provisions. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

(1) Failure by the Owner to own and maintain the Project pursuant to the terms and conditions of this Agreement.

(2) Failure by the Owner to fully and timely remit payment of property taxes when due and owing.

(3) Failure by the Owner to maintain a use of the property for “manufacturing” or similar purpose.

(4) Failure of the Owner to comply with Sections A(1) through A(6) of this Agreement.

In the event of a default the City shall provide written notice to the Owner, describing the default and the steps necessary to remedy or cure the Default. The Owner shall be given thirty (30) days from the date of mailing or personal service, including the date of mailing or personal service as the case may be, to remedy or cure the default or to provide adequate assurances to the City that the Default will be cured on a schedule that is agreeable to the City. If the Owner fails to cure the default or provide assurances, the City shall then be authorized to:

(1) Pursue any action available to it, at law or in equity, in order to enforce the terms of this agreement.

(2) Withhold the Payments provided for under Section B, below.

B. City’s Covenants

1. Property Tax Rebate Payments. In recognition of the obligations set out above, the City agrees to make 20 semi-annual economic development tax increment payments (the “Rebate Payments”) to the Owner, pursuant to Chapters 15A and 403 of the Code of Iowa and as described below, provided, however, that the aggregate total amount of the Payments shall not exceed \$55,000 (The “Maximum Payment Total”), and all payments under this Agreement shall be subject to annual appropriation by the City Council, as further described herein.

This Agreement is based upon the Project going on the tax rolls as of January 1, 2024. Based thereon, the first tax payment for the fully-assessed Project would be made in September, 2025. Accordingly, the Rebate Payments will be made on or about the 1st of December and the 1st of June each fiscal year, beginning on December 1, 2025 and continuing thereafter until all 20 semi-annual payments have been made or until such earlier time as the aggregate amount of Total Payments (as hereinafter defined) made under this Agreement equals \$55,000. All payments made under this Agreement shall be subject to annual appropriation by the City Council as provided hereunder.

No payment shall exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

Each Rebate Payment shall be in an amount which represents a percentage (the “Annual Percentage”) of the Incremental Property Tax Revenues available to the City with respect to the Property during the 6 months immediately preceding each Payment date reduced by the Repayment Deduction (as hereinafter set forth). Incremental Property Tax Revenues are produced by multiplying the consolidated property tax levy (city, county, school, etc.) times the incremental valuation of the Property, then subtracting debt service levies of all taxing jurisdictions, subtracting the school district physical plant and equipment levy and subtracting any other levies which may be exempted from such calculation by action of the Iowa General Assembly. The Annual Percentages shall be as follows:

FY 2025-2026: 100%
FY 2026-2027: 95%
FY 2027-2028: 90%
FY 2028-2029: 85%
FY 2029-2030: 80%
FY 2030-2031: 75%
FY 2031-2032: 70%
FY 2032-2033: 65%
FY 2033-2034: 60%
FY 2034-2035: 55%

2. Security and Debt Certification. The Total Payments shall not constitute general obligations of the City, but shall be made solely and only from incremental property taxes received by the City from the Jones County Treasurer which are attributable to the Property, in the case of the Rebate Payments.

Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the term of this Agreement, the City Council shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount of tax increment revenues to be collected in the following fiscal year equal to or less than the most recent Owner’s Estimate factored by the Annual Percentage to be in effect in the next succeeding fiscal year (the “Appropriated Amount”).

If in any given fiscal year the City Council determines to not obligate the then-considered Appropriated Amount, the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Owner will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void and the Owner may make future requests for appropriation.

In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, then the City Clerk will certify by December 1 of each such year to the Jones County Auditor an amount equal to the most recently obligated Appropriated Amount.

It is the intention and desire of the City Council, at the passage of this Development Agreement, that funds will be annually appropriated as contemplated herein absent a finding by the City Council of severe hardship to the City.

C. Administrative Provisions

1. Amendment and Assignment: This Agreement may not be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Owner's rights to receive the Payments hereunder may be assigned by the Owner to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.
2. Successors: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
3. Term: The term of this agreement shall commence on the Commencement Date and end after payment of the anticipated 20 semi-annual payments or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.
4. Choice of Law: This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
5. Force Majeure: Neither Party is responsible for any failure to perform its obligations of satisfy a condition under this agreement upon the occurrence of a Force Majeure Event. When the nonperforming party is able to resume performance or satisfy the conditions, it will promptly give the other party written notice to that effect and shall resume performance under this agreement. For the purposes of this agreement, a "Force Majeure Event" is an act or event that (i) prevents the nonperforming party from performing its obligations under this agreement or satisfying any conditions to the performing party under this agreement; (ii) is beyond the reasonable control of and not the fault of the nonperforming party; and (iii) is beyond the nonperforming party's ability to avoid or overcome by the exercise of commercially reasonable due diligence. A Force Majeure Event includes the following, without limitation: an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil disorder; extraordinary shortages in labor or materials; a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not); exceptional weather conditions; and discontinuation of electricity supply or other necessary utilities to the Property.

The City and the Owner have caused this Agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MONTICELLO, IOWA

By _____

Dave Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk

Derek Manternach, Owner

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Certain real property in the City of Monticello, County of Jones, State of Iowa more particularly described as follows:

(TBD) Parcel 2019-74 in Lot 10 of the Monticello Industrial Park 3rd Addition, a portion of the tract of land having PIN 0216300040, in the City of Monticello, County of Jones, State of Iowa.

City Council Meeting
Prep. Date: 07/27/2022
Preparer: Russell Farnum



Agenda Item: # 6
Agenda Date: 8/01/2022

Communication Page

Agenda Items Description: Consideration and Possible Approval of Contract to Purchase 449 N. Sycamore Street lot

Type of Action Requested: Resolution

Attachments & Enclosures:

Johnson proposal
Contract for Purchase (draft)

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: The City owns the vacant lot at 449 N. Sycamore Street and had previously agreed to a sell the property to Dean and Lisa Stevens. Due to building supply pricing and increasing interest rates, Stevens can't commit to a particular construction date.

The other party that was interested, Kim Johnson is still willing to purchase the lot, and will build a garage and expand her adjacent existing home, within a year.

Stevens is willing to give up the property if the City Council chooses to sell to Johnson instead.

Background: The City took proposals in March and held a public hearing on the proposals on April 4. Two proposals were received, one from Stevens to construct a new single-family home on spec, and one from Johnson, who desired to make her adjacent lot larger, and add on to her existing home next door.

The Council chose Stevens' proposal because it would result in a greater overall investment in the property.

Recommendation: Should the Council wish to proceed with the sale of the property to Johnson, approval of the attached contract for purchase (subject to legal review) is recommended. The contract includes language that Johnson will combine the lot with her existing property, and if Johnson doesn't perform within a year, she will sell the lot back to the City for the amount paid.

THE CITY OF MONTICELLO, IOWA

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF MONTICELLO, IOWA

RESOLUTION #2022-__

Resolution to provide direction with regard to sale/transfer of
City Owned Property located at 449 North Sycamore Street

WHEREAS, The City Council previously agreed to accept RFPs on City owned property located at 449 North Sycamore Street and thereafter received RFPs/proposals related to the property and scheduled a Public Hearing on the proposed sale/transfer of the property held on April 4, 2022, and

WHEREAS, The Mayor opened the Public Hearing, accepted Public Comment, and closed the Public Hearing before Council consideration of Resolution 2022-42, dated April 2, 2022, and

WHEREAS, Dean Stevens Construction LTD has withdrawn his proposal, as noted in Resolution 2022-42, due to building supply pricing and increasing interest rates, and

WHEREAS, The Council found the property located at 449 North Sycamore Street, which had been in disrepair for several years prior to the City acquiring the property, to be a blight on the neighborhood and the Council wanted to ensure the cleanup of the lot would proceed as quickly as possible and to return the property to the tax rolls, and

WHEREAS, The Council finds that the proposal received from Kimberly Johnson is the best option for this property as it will best benefit the neighborhood and the City's tax base, and

WHEREAS, The offer for 449 North Sycamore Street parcel, from Kimberly Johnson, includes a purchase price of \$15,000, contingent on the terms of the proposal and other good and valuable considerations, and

WHEREAS, The Council finds that the City Administrator and City Attorney should work with Kimberly Johnson to finalize details and to have a purchase agreement prepared between the City and Kimberly Johnson, setting out the terms outlined above prior to transfer and closing on the property.

NOW THEREFORE BE IT RESOLVED by the City of Monticello, through its' City Council, in session this 1st day of August 2022 that the sale/transfer of the City property considered is hereby approved and the City Administrator is directed to work with Kimberly Johnsons and to proceed with the preparation of a purchase agreement consistent with this resolution, and authorized to sign any documents to execute said agreement, and the eventual property transfer and closing.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal for the City of Monticello, Iowa to be affixed. Done this 1st day of August, 2022.

David Goedken, Mayor

Attest:

Sally Hinrichsen, City Clerk/Treasurer

Russ Farnum

From: Kimberly Johnson <kimbjohnson@hotmail.com>
Sent: Wednesday, March 30, 2022 3:02 PM
To: Russ Farnum
Subject: 449 N Sycamore

This purposal is for the purchase of 449 N Sycamore St Lot. Intended use for building addition to 435 N Sycamore St. house. This addition would include kitchen, master bedroom/bath and 2 stall garage. Time frame for completion of project will be within 18 months of lot purchase. Proposed purchase price of 449 N Sycamore lot \$15000.00

thankyou
Kim Johnson

Covered porch

Addition
Kitchen
Bedroom
Laundry

Addition Garage

Existing House

Kim Joanson

Current 1066 sq ft - Add 800 sq ft living space
Master bed & bath
Dining & Kitchen
Garage 792 sq ft
Covered Patio

Current valuation \$115,000 - 120,000
Approx improvement costs \$



Kim Johnson



RESIDENTIAL PURCHASE AGREEMENT

TO: City of Monticello, Iowa (SELLER)

The undersigned BUYERS hereby offer to buy and the undersigned SELLER by its acceptance agrees to sell the real property situated in Jones County, Iowa, locally known as 449 N. Sycamore Street, Monticello, Iowa 52310 and legally described as:

The SOUTH 50 Feet of LOT 212 ½, EXCEPT the West 10 Feet thereof; AND
The NORTH 25 Feet of LOT 212, EXCEPT the WEST 10 feet thereof,
ALL IN RAILROAD ADDITION TO MONTICELLO, IOWA.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. **PURCHASE PRICE.** The Purchase Price shall be \$15,000.00 and the method of payment shall be as follows: \$1,000.00 with this offer to be deposited upon acceptance of this offer and held in trust by the City of Monticello (Seller) as earnest money to be maintained by the SELLER. Upon performance of SELLER'S and BUYERS' obligations and satisfaction of BUYERS' contingencies, if any; the earnest money shall no longer be held in trust but shall be the property of the SELLER. The balance of the Purchase Price to be paid at the time of Real Estate closing. (Closing shall occur as described in the Additional Provisions section of this Purchase Agreement.)
2. **REAL ESTATE TAXES.**
 - A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. (Possession shall occur in advance of R.E. Closing.)
 - B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent fiscal year.

BUYERS shall be given a credit for such proration, through the date of possession based upon the last known actual net real estate taxes payable according to the public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.
 - C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay or acknowledge the satisfaction of all special assessments which are a lien on the Property as of the date of possession. (City of Monticello, Seller, assessment related to the N. Sycamore Street project.)

B. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to possession. BUYERS shall bear the risk thereafter.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before _____, after payment of earnest money, approval of title by buyers' attorney and vacation of the Property by SELLER.

6. FIXTURES. N/A (Property is a bare lot.)

7. CONDITION OF PROPERTY. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, _____, and deliver it to BUYER'S attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER.

9. SURVEY. SELLER and BUYER will work together to locate existing property pins. If they cannot be located, the SELLER will pay for a retracement survey of the property.

10. ENVIRONMENTAL MATTERS.

(a) SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here.

(b) BUYERS may at their expense, within seven (7) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence

or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLER is required to expend any sum in excess of \$ -0- to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYERS all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

11. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYERS by Special Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. N/A

13. JOINDER BY SELLER'S SPOUSE. N/A

14. STATEMENT AS TO LIENS. N/A

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. N/A

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. Buyers and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all

claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

22. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

23. ADDITIONAL PROVISIONS.

- A. BUYERS agree that they are acquiring the Property with the intent of expanding the home on their existing lot adjacent to the Property, with construction to begin in Fall, 2022, and to be diligently prosecuted to completion, with an expectation to have the construction completed well before the end of calendar year 2023.
- B. BUYERS agree that the Property shall be combined with their existing lot adjacent to the Property and used as a singular lot thereafter. BUYERS agree that if the anticipated construction is not started and diligently prosecuted to completion, and the lots are not combined prior to November 1, 2023, the BUYERS shall deed property back to the SELLERS for the purchase price. The SELLER has a right to waive this provision in writing, and if waived in writing, the BUYER shall be deemed to have complied with all terms of this Agreement.
- C. SELLER and BUYERS agree that the terms of this Agreement shall not be expunged at closing, but shall extend until November 1, 2023, or until the BUYER completes combination of the lots and the anticipated construction, whichever occurs first.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before _____, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

Accepted _____

Dated _____.

David Goedken, Mayor of City of Monticello, Iowa

Address:

200 E. 1st Street

Monticello, IA 52310

Telephone: (319) 465-3577

Kimberly Johnson, for JOUST Properties LLC

Its

Monticello, IA 52310

Telephone: (319) _____

City Council Meeting
Prep. Date: July 27, 2022
Preparer: Nick Kahler



Agenda Item: 7
Agenda Date: August 1, 2022

Communication Page

Agenda Items Description: Purchase of a new dump truck chassis

Type of Action Requested: Motion; Resolution; Ordinance; Report; Public Hearing; Closed Session

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Synopsis: We are replacing our 21 year old dump truck

Background Information: Our last dump truck we ordered was in 2013. The dump truck we will be replacing with this truck is a 2001. It has significant wear and holes that are beyond patching. I have three chassis quotes. All three trucks that were quoted are equal to or better than our new truck. The chassis is at least a year out but this will at least get us in line to receive one.

International	\$106,250.00	
Mac	\$ 92,900.00	This price will be increasing per dealer, should have updated figure by Council meeting
Freightliner	\$ 85,000.00	

Staff Recommendation: I recommend the approval of the Freightliner truck chassis

City Council Meeting
Prep. Date: 7/27/2022
Preparer: Sally Hinrichsen



Agenda Item: # 8-16
Agenda Date: 8/1/2022

Communication Page

Agenda Items Description: Reports

Type of Action Requested: Motion; Resolution; Ordinance; **Reports**; Public Hearing; Closed Session

Attachments & Enclosures:

Fiscal Impact:

Budget Line Item:
Budget Summary:
Expenditure:
Revenue:

Reports / Potential Actions:

- 8. City Engineer
- 9. Mayor
- 10. City Administrator
- 11. City Clerk
- 12. Public Work Director
- 13. Police Chief
- 14. Water/Wastewater Superintendent
- 15. Park and Recreation Director
- 16. Library Director