



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, APRIL 21, 2025, AT 7:00 PM
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM
[HTTPS://ZOOM.US/J/96158805710?PWD=JJPCGG1OJJZZNZICLSCSP
KXYWDMMVQ.1](https://zoom.us/j/96158805710?pwd=JJPCGG1OJJZZNZICLSCSPKXYWDMMVQ.1)

MEETING ID: 961 5880 5710
PASSCODE: 433608

FIND YOUR LOCAL NUMBER: [HTTPS://ZOOM.US/U/AEFCMKDQXM](https://zoom.us/j/96158805710?pwd=JJPCGG1OJJZZNZICLSCSPKXYWDMMVQ.1)

TENTATIVE AGENDA

1. Call to Order:

2. Perfecting and Approval of Agenda:

The City Council may act on any item listed on the agenda.

A. Perfecting and Approval of Agenda.

3. Consent Agenda:

All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

A. Minutes as drafted from Monday, April 7, 2025.

B. Accept the resignation of Shelby Miller, Recreation Coordinator, effective May 9, 2025

C. Review Campbell Fund requests.

D. Liquor License:

1. Prairie Hospitality Group, Special Event at Wes Finch Auto, on Friday, April 25, 2025.

4. Meeting Minutes and Communications:

A. Finance Committee Minutes: April 7, 2025

B. Public Works & Grounds Committee Minutes: April 7, 2025.

C. Public Safety Committee Minutes: April 7, 2025.

D. Planning Committee Minutes: April 7, 2025.

E. March Monthly Police Report.

- F. 78th Annual Campbell Trust Report
- G. Parks and Recreation Minutes: April 14, 2025

5. Public Hearings:

- A. Fiscal Year 2025-2026 Proposed Budget
- B. Proposed plans and specifications, proposed form of contract and estimate of cost for the construction of Bliss Street and 8th Avenue Improvement Project.
- C. Proposed plans and specifications, proposed form of contract and estimate of cost for the construction of Broad Street Inlay Project.

6. Committee Business:

A. Report from the Finance Committee

- 1. Consider approval of a settlement agreement with Midwest Ambulance Services in the amount of \$50,000.00.
- 2. Consider approval of a resolution approving the adoption of the final budget for the fiscal year ending June 30, 2026. (See Resolution No. 2025-54)

B. Report from the Public Works and Grounds Committee

- 1. Consider approval of the Iowa Department of Transportation Supplemental Agreement for the period of July 1, 2025 to June 30, 2026, in the amount of \$29,278.87.
- 2. Consider approval of the Standard Title VI Non-Discrimination Assurances Agreement and the Title VI Non-Discrimination Agreement with the Iowa Department of Transportation.
- 3. Consider approval of a right-of-way request from Windstream between 4th Avenue and Prairie Street.
- 4. Consider approval of a request from the GHS All Class Reunion at Central Park on July 3rd-5th.
- 5. Consider approval of a request from Iowa State University and Outreach, Farm Food and Enterprise Development for a community dinner at Central Park on June 13, 2025.
- 6. Consider approval of a resolution approving a proposal from HomeRevisions, LLC. in the amount of \$65,254.00 for repairs of the Bailey Park Shelter House, with recommendation by the Parks and Recreation Board. (See Resolution No. 2025-55)

7. Consider approval of a resolution authorizing submission of an application for the Iowa Department of Transportation Airport funding and certifying eligibility requirements for the Airport Pavement Rehabilitation Project. (See Resolution No. 2025-56)
8. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Bliss Street/8th Avenue Paving Project. (See Resolution No. 2025-57)
9. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Broad Street Inlay Project. (See Resolution No. 2025-58)
10. Discuss Iowa Highway 146 work items and schedule with City Engineer, Greg Roth.
11. Discuss cemetery roads and authorize staff to advance that project.

C. Report from the Public Safety Committee

1. Consider Grinnell Chamber of Commerce's request for approval of Streateries for 2025.
2. Consider a request from the Grinnell Rotary Club to close the west side of Park Street from 4th to 5th Avenue and the south side of 5th Avenue from Park to Broad Street beginning June 4, 2025 at 5:00 p.m. until June 5, 2025 at 9:00 p.m. for their annual Barbeque.
3. Consider a request from Grinnell College to close 8th Avenue between Park and East Street on May 12, 2025 from 2:00 p.m. until 9:00 p.m. for their annual Front Yard BBQ.
4. Consider approval of a request from the Chamber of Commerce to close parking spaces and/or sidewalks from Borad Street to Commercial Street and 4th Avenue to Park Street, on Thursdays from 3:00 p.m. to 6:00 p.m. and Saturdays from 9:30 a.m. to 12:00 p.m. beginning May 8, 2025, to October 18, 2025, for the Farmers Market.

D. Report from the Planning Committee

1. Consider approval of a resolution approving updates to the Personnel Policy for the city of Grinnell. (See Resolution No. 2025-59)

7. Inquiries:

8. Adjourn:

[MEET_FOOT]



GRINNELL CITY COUNCIL REGULAR SESSION MEETING
MONDAY, APRIL 21, 2025, AT 7:00 PM

IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL AND
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A. Minutes as drafted from Monday, April 7, 2025.

B. Accept the resignation of Shelby Miller, Recreation Coordinator, effective May 9, 2025

C. Review Campbell Fund requests.

4. Meeting Minutes and Communications:

A. Finance Committee Minutes: April 7, 2025

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- 7. Consider approval of a resolution authorizing submission of an application for the Iowa Department of Transportation Airport funding and certifying eligibility requirements for the Airport Pavement Rehabilitation Project. (See Resolution No. 2025-56)
- 8. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Bliss Street/8th Avenue Paving Project. (See Resolution No. 2025-57)

9. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Broad Street Inlay Project. (See Resolution No. 2025-58)
10. Discuss Iowa Highway 146 work items and schedule with City Engineer, Greg Roth.
11. Discuss cemetery roads and authorize staff to advance that project.

C. Report from the Public Safety Committee

1. Consider Grinnell Chamber of Commerce's request for approval of Streateries for 2025.
2. Consider a request from the Grinnell Rotary Club to close the west side of Park Street from 4th to 5th Avenue and the south side of 5th Avenue from Park to Broad Street beginning June 4, 2025 at 5:00 p.m. until June 5, 2025 at 9:00 p.m. for their annual Barbeque.
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D. Report from the Planning Committee

1. Consider approval of a resolution approving updates to the Personnel Policy for the city of Grinnell. (See Resolution No. 2025-59)

7. Inquiries:

8. Adjourn:



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

MINUTES

Mayor Agnew called the meeting to order at 7:00 p.m. with all council members present.

White made the motion, seconded by Hueftle-Worley, for the perfecting and approval of the agenda. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, second by Davis, to approve the Consent Agenda:

- A. Minutes as drafted from Monday, March 17, 2025, Regular Session
- B. Minutes as drafted from Monday, March 24, 2025, Special Council Meeting
- C. Approve liquor license renewal:
 - 1. Grinnell College, 933 13th Ave.
 - 2. Pagliai's Pizza, 816 5th Avenue
 - 3. West Side Family Dining, 229 6th Avenue W
- D. Approve the resignation of volunteer firefighter, Steven Kibbee.
- E. Approve new volunteer firefighter, Emma Johnston.
- F. Accept the resignation of Library Assistant, Veronica Ruse, effective May 2, 2025.
- G. Approve city claims and payroll claims from March 4, 2025, through and including April 7, 2025, in the amount of \$3,440,770.94.
- H. Review Campbell Fund requests.

AYES: 5-0. Motion carried.

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

- A. Finance Committee Minutes: March 17, 2025

- B. Public Works & Grounds Committee Minutes: March 17, 2025
- C. Public Safety Committee Minutes: March 17, 2025
- D. Planning Committee Minutes: March 17, 2025
- E. Civil Service minutes: March 15, 2025
- F. Library Board minutes: February 26, 2025
- G. Ground-Breaking Water Plant

Report from the Finance Committee

Wray made the motion, seconded by White, to approve a special Campbell Fund request from Grinnell Farm to Table for payment of \$1,000.00 annually for the next five years. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Davis, to accept the resignation of Council Member Matt Karjalahti, effective March 18, 2025. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve a notice of intent to fill a City Council vacancy by appointment, and authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Davis, to approve Resolution No. 2025-41. A resolution setting the public hearing on the estimated budget for FY 2025-2026 Budget. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve Resolution No. 2025-42. A resolution approving a software agreement with Tyler Technologies for financial software in the amount of \$59,140.00 annually. AYES: 5-0. Motion carried.

Council reviewed the proposed Local Option Sales Tax resolution. No action was taken.

Wray made the motion, seconded by White, to authorize Alyssa Devig, City Clerk/Finance Director, and Erienne Doll, Deputy City Clerk, as signers on city bank accounts, and authorizing Alyssa Devig as principal cardholder for the city credit card. AYES: 5-0. Motion carried.

Wray made the motion, seconded by White, to approve Resolution No. 2025-43. A resolution for monthly internal transfer of funds. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Davis, to approve Resolution No. 2025-44. A resolution for monthly transfer of funds for trust and agency. AYES: 5-0. Motion carried.

The Council reviewed the February Investment and Treasurers Report. No action was taken.

Report from the Public Works and Grounds Committee

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-45. A resolution establishing building, electrical and plumbing permit fees. (adding a flat rate for solar projects) AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-46. A resolution approving Pay Request No. 2 in the amount of \$75,501.25 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-47. A resolution approving Pay Request No. 8 in the amount of \$910,329.99 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-48. A resolution authorizing payment for Pay Request No. 1 in the amount of \$813,817.50 to WRH, Inc. of South Amana, IA for the Water Treatment Plant. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-49. A resolution authorizing payment for Pay Request No. 5 in the amount of \$85,956.80 to Con-Struct Inc. for the Raw Water Main. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-50. A resolution setting a Public Hearing for April 21, 2025 at 7:00 on the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the Bliss Street and 8th Avenue Improvement project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to approve Resolution No. 2025-51. A resolution setting a Public Hearing for April 21, 2025 at 7:00 on the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the Broad Street Inlay project. AYES: 5-0. Motion carried.

Hueftle-Worley made the motion, seconded by Bly, to accept the request for qualifications (RFQ) from Veenstra and Kimm for the Washington Avenue Safe

Routes to Schools Program. AYES: 5-0. Motion carried.

Council discussed cemetery road repairs. No action was taken.

Russ Behrens, City Manager, informed the council and mayor of the repairs on well #8. No action was taken.

Report from the Public Safety Committee

White made the motion, seconded by Hueftle-Worley, to approve a request from the Grinnell Vintage Auto Club to close Commercial Street (to the alley), 4th Avenue, Broad Street, and 3rd Avenue and Park Street for their Annual Car & Hotrod Show & Shine on Saturday, August 23, 2025. AYES: 5-0. Motion carried.

White made the motion, seconded by Davis, to approve a Mutual Aid Agreement with Poweshiek County Emergency Services. AYES: 5-0. Motion carried.

Report from the Planning Committee

Wray made the motion, seconded by Bly, to approve Resolution No. 2025-52. A resolution approving the Password Policy for the city of Grinnell. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Bly, to approve a request from Roger VanDonselaar to place a temporary sign at 619 6th Avenue (Clarity Eyecare) for Prairie Produce. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Bly, to approve a temporary sign placement request from MCG, on May 3, 2025, from 8:00 a.m. - 2:00 p.m. for their eCycle event. AYES: 5-0. Motion carried.

Wray made the motion, seconded by Bly, to approve Resolution No. 2025-53. A resolution expressing support for the application to the Workforce Housing Tax Credit Program for Merge Urban Development Group. AYES: 5-0. Motion carried.

The council reviewed the nuisance property list. No action was taken.

There were no inquiries.

Closed Session

White made the motion, seconded by Davis, to enter into closed session. AYES: 5-0. Motion carried.

- A. Closed Session according to Chapter 21.5(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where

its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Hueftle-Worley made the motion, seconded by White to adjourn the closed session. AYES: 5-0. Motion carried.

White made the motion, seconded by Hueftle-Worley, to enter back into regular session to Adjourn. AYES: 5-0. Motion carried.

The meeting was adjourned at 8:04 p.m.



DAN F. AGNEW, MAYOR

ATTEST:



ALYSSA DEVIG, CITY CLERK

Shelby Miller
918 Chatterton St
Grinnell, IA 50112

April 10, 2025

Jordan Allsup & Russ Behrens
City of Grinnell
520 4th Ave
Grinnell, IA 50112

Dear Jordan Allsup and Russ Behrens,

I am writing to formally resign from my position as the Recreation Coordinator for the City of Grinnell, effective May 9, 2025.

This was not an easy decision and took careful consideration. I am incredibly grateful for the opportunities and experiences I have had with the Parks and Recreation Department for the City of Grinnell.

Over the next 30 days, I will do everything I can to ensure a smooth transition, including helping prepare for the pool season and other duties I am responsible for in this position.

Thank you once again for the opportunity to be a part of the Parks and Recreation Department. I've learned so much in the last four years, including how to be a better leader, develop programs, and plan events. I will carry the lessons I've learned with me throughout my career.

Please don't hesitate to reach out if I can be of help during the transition or in the future.

Sincerely,

A handwritten signature in cursive script that reads "Shelby Miller". The ink is dark and the signature is fluid, with the first and last names being more prominent than the middle initial.

Shelby Miller



**GRINNELL FINANCE COMMITTEE MEETING
MONDAY, APRIL 7, 2025, AT 8:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF CITY HALL AND VIA ZOOM**

<https://zoom.us/j/93293275688?pwd=xnw01ans0CBU4RP2RUIDayBbDnBQ6V.1>

MINUTES

ROLL CALL: Wray (Chair), White, Davis. Also present: Mayor Agnew, Russ Behrens, and Alyssa Devig

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. White made the motion, seconded by Davis to approve of a special Campbell Fund request from Grinnell Farm to Table in the amount of \$1,000.00 annually for the next five years (2025-2029). AYES: 3-0. Motion carried.
2. Davis made the motion, seconded by White to accept the resignation of Council Member Matt Karjalahti, effective March 18, 2025. AYES: 3-0. Motion carried.
3. White made the motion, seconded by Davis to approve a notice of intent to fill a City Council vacancy by appointment, and authorize and direct the City Clerk to publish a Notice of Intent to appoint in the time and manner required by law. AYES: 3-0. Motion carried.
4. Davis made the motion, seconded by White to approve Resolution No. 2025-41, a resolution setting the public hearing on the estimated budget for FY 2025-206 Budget. AYES: 3-0. Motion carried.
5. White made the motion, seconded by Davis to approve Resolution No. 2025-42. A resolution approving a software agreement with Tyler Technologies for financial software in the amount of \$59,140.00 annually. AYES: 3-0. Motion carried.
6. The committee reviewed a resolution for the renewal of Local Option Sales Tax. No action was taken.
7. White made the motion, seconded by Davis to approve authorizing Alyssa Devig, City Clerk/Finance Director, and Erienne Doll, Deputy City Clerk, as signers on city bank accounts, and authorizing Alyssa Devig as principal cardholder for the city credit card. AYES: 3-0. Motion carried.
8. Davis made the motion, seconded by White to approve Resolution No. 2025-43. A resolution for monthly internal transfer of funds. AYES: 3-0. Motion carried.
9. White made the motion, seconded by Davis to approve Resolution No. 2025-44. A resolution for monthly transfer of funds for trust and agency.

AYES: 3-0. Motion carried.

10. The committee reviewed the February Investment and Treasurers Reports. No action was taken.

There were no inquiries.

The meeting was adjourned at 8:50 a.m.

JO WRAY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC WORKS & GROUNDS COMMITTEE MEETING
MONDAY, APRIL 7, 2025, AT 4:45 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

<https://zoom.us/j/99467752936?pwd=jWkciE3XiuqveMMiltYbWarzWNmXmE.1>

MINUTES

ROLL CALL: Hueftle-Worley (Chair), Bly. Also present were Mayor Agnew, Jo Wray, Russ Behrens, and Alyssa Devig.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-45. A resolution establishing building, electrical and plumbing permit fees. (Adding a flat rate for solar projects). AYES: 2-0. Motion carried.
2. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-46. A resolution approving Pay Request No. 2 in the amount of \$75,501.25 to Caldwell Tanks, Inc. for the South Water Tower Project. AYES: 2-0. Motion carried.
3. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-47. A resolution approving Pay Request No. 8 in the amount of \$910,329.99 to Cahoy Pump Service, Inc. for the Jordan Well No. 10 Project. AYES: 2-0. Motion carried.
4. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-48. A resolution authorizing payment for Pay Request No. 1 in the amount of \$813,817.50 to WRH, Inc. of South Amana, IA for the Water Treatment Plant. AYES: 2-0. Motion carried.
5. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-49. A resolution authorizing payment for Pay Request No. 5 in the amount of \$85,956.80 to Con-Struct Inc. for the Raw Water Main. AYES: 2-0. Motion carried.
6. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-50. A resolution setting a Public Hearing for April 21, 2025, at 7:00 on the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the Bliss Street and 8th Avenue Improvement project. AYES: 2-0. Motion carried.
7. Bly made the motion, seconded by Hueftle-Worley to approve Resolution No. 2025-51. A resolution setting a Public Hearing for April 21, 2025, at 7:00 on the proposed plans and specifications, proposed form of contract and estimate of cost for the construction of the Broad Street Inlay project. AYES: 2-0. Motion carried.

8. Bly made the motion, seconded by Hueftle-Worley to authorize staff to move forward working with the Iowa DOT to secure Veenstra & Kimm for the Washington Avenue Safe Routes to Schools Program. AYES: 2-0. Motion carried.
9. The committee directed staff to prepare a proposal to address cemetery road repairs.
10. The committee discussed repairs to well #8.

There were no inquiries.

The meeting was adjourned at 5:05 p.m.

BYRON HUEFTLE-WORLEY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, APRIL 7, 2025, AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

<https://zoom.us/j/94906573574?pwd=GvwsWOjKhUqcljWtAxDw1P5qFE3S9E.1>

MINUTES

ROLL CALL: White (Chair), Hueftle-Worley, Davis. Also present were Mayor Agnew, Jo Wray, Dan Sicard, Russ Behrens, and Alyssa Devig.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Hueftle- Worley made the motion, seconded by Davis to approve a request from the Grinnell Vintage Auto Club to close Commercial Street (to the alley), 4th Avenue, Broad Street, and 3rd Avenue and Park Street for their Annual Car & Hotrod Show & Shine on Saturday, August 23, 2025. AYE: 3-0. Motion carried.
2. Davis made the motion, seconded by Hueftle-Worley to approve a Mutual Aid Agreement with Poweshiek County Emergency Services. AYES: 3-0. Motion carried.

There were no inquiries.

The meeting was adjourned at 5:33 p.m.

JIM WHITE, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, APRIL 7, 2025, AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM**

<https://zoom.us/j/96960166716?pwd=B03CGz2YaY4od21Aayd9ESnbPI8ama.1>

MINUTES

ROLL CALL: Bly (Chair), Wray. Also present were Mayor Agnew, Jim White, Julie Davis, Tyler Avis, Russ Behrens, and Alyssa Devig.

PERFECTING AND APPROVAL OF AGENDA: Approved as presented.

COMMITTEE BUSINESS:

1. Bly made the motion, seconded by Wray to approve Resolution No. 2025-52. A resolution approving the Password Policy for the city of Grinnell. AYES: 2-0. Motion carried.
2. Wray made the motion, seconded by Bly to approve a request from Roger VanDonselaar to place a temporary sign at 619 6th Avenue (Clarity Eyecare) for Prairie Produce. AYES: 2-0. Motion carried.
3. Bly made the motion, seconded by Wray to approve a temporary sign placement request from MCG, on May 3, 2025, from 8:00 a.m. - 2:00 p.m. for their eCycle event. AYES: 2-0. Motion carried.
4. Bly made the motion, seconded by Wray to approve Resolution No. 2025-53. A resolution expressing support for the application to the Workforce Housing Tax Credit Program for Merge Urban Development Group. AYES: 2-0. Motion carried.
5. Building and Planning director, Tyler Avis reviewed the nuisance property list.

There were no inquiries.

The meeting was adjourned at 6:32 p.m.

RACHEL BLY, CHAIR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



City of Grinnell
...Jewel of the Prairie

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

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

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

DATE: 7 April 2025

SUBJECT: MONTHLY REPORT FOR MARCH 2025

MONTHLY STATS	CURRENT MO.	LAST MO.	PREVIOUS YEAR
	MAR 2025	FEB 2025	MAR 2024
ARRESTS	25	22	16
CITATIONS	47	40	39
WARNINGS	68	66	58
PD Collisions	12	11	13
PI Collisions	0	1	2
HIT & RUN	4	3	1
Parking Citations	75	133	33
Calls for Service	781	763	680

BIAS-BASED POLICING REPORT (MAR 2025)

	ETHNICITY	GENDER (M/F)	RACE
ARRESTS	2 (Hispanic or Latino) 23 (Not Hispanic or Latino)	15/10	0 (American Indian or Alaska Native) 1 (Asian) 2 (Black) 22 (White)
CITATIONS	8 (Hispanic or Latino) 39 (Not Hispanic or Latino)	39/8	45 (White) 0 (Asian) 2 (Black) 0 (American Indian or Alaska Native)
WARNINGS	5 (Hispanic or Latino) 63 (Not Hispanic or Latino)	49/19	66 (White) 2 (Asian) 0 (Black) 0 (American Indian or Alaska Native)



City of Grinnell
...Jewel of the Prairie

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

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

MENTAL HEALTH CRISIS CFS FOR MAR 2025

Mental Health Crisis Calls for Service (CFS) - Total	122
Poweshiek County Sheriff's Office- CFS Referred	6
Grinnell Fire Department – CFS Referred	0
Grinnell Police Department- CFS Referred	82
% Referred for additional resources/ assistance	67%

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael A. McClelland", written over a light blue circular stamp.

Michael A. McClelland, Chief of Police

IN THE IOWA DISTRICT COURT FOR POWESHIEK COUNTY

IN THE MATTER OF
JOHN M. CAMPBELL TRUST

Case No. TRPR000001
ANNUAL REPORT

The undersigned Trustees state as follows.

1. That they are the duly appointed and acting Trustees of the John M. Campbell Testamentary Trust
2. That the trust was created under the Last Will and Testament of John M. Campbell, deceased Unnumbered paragraph 8 of the Will provides in part:

".. that the income from the Trust estate".. shall be used for the relief of the worthy poor of the City of Grinnell..." and« ... that the trustee of said trust shall pay the net income to such persons at such times and in such amounts as shall be determined by the Mayor and the City Council of the City of Grinnell, Iowa. I direct that in selecting the beneficiaries under said trust, the Mayor and City Council shall give preference to those who may be in need of hospital care or medical attendance. I direct that no continuing pension shall be established in favor of anyone, and that the funds shall be so applied and paid so as to afford relief to those most in need"
3. That this 78th Annual Report covers the period January 1, 2023 to December 31, 2023.
4. That there has been no change in the beneficiaries since the last report.
5. That the assets of the trust and all changes thereto since the last report are as shown in Exhibit A attached to this Report.
6. That an accounting of all receipts and disbursements for the period are shown in Exhibit B attached to this Report.
7. That the periodic distributions of trust assets to be made to beneficiaries of the Trust have been made entirely at the direction of the City Council of Grinnell, Iowa and are as reported in said Exhibit B.
8. That the Trustees have filed a return with the Internal Revenue Service on IRS Form 990-PF,

"Return of Private Foundation or Section 4947(a)(1) Charitable Trust Treated as Private Foundation." A copy of said return is attached to this Report as Exhibit C.

9. That pursuant to the requirements of Iowa Trust Code §633A.5107, a copy of this Report will be filed with Office of the Attorney General, State of Iowa.
10. That pursuant to Iowa Trust Code §633A.5107, notice of the Report is to be given to all interested persons, identified by the Trustees to be as follows:
 - a. Donald L. Schild, P.O. Box 268, Grinnell, IA 50112 Guardian ad Litem herein
 - b. Thomas A. Miller, Hoover State Office Building, Des Moines, IA 50319 Attorney General
 - c. Ann Wingerter, Clerk, City of Grinnell, Iowa 520 4th Ave., Grinnell, IA 50112
11. Further, that notice of this Report should be given to the general public by publication of a notice in the Grinnell Herald Register, a newspaper of general circulation within the City of Grinnell.
12. That the Court appoint Attorney Donald L. Schild as Guardian Ad Litem for the Worthy Poor of Grinnell, Iowa and all unknown persons having any interest in the Trust
13. That the Trustees waive their right to compensation in this matter.
14. That the Attorney for the Trustees waives his right to compensation in this matter.

WHEREFORE, the Trustees hereof pray the Court appoint Attorney Donald L. Schild to be Guardian Ad Litem, approve this Annual Report, and for such other just and equitable relief as the Court may order.

We, the undersigned Trustees, do hereby certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Dated this 27th day of September 2024.

Roger D Roland

Roger Roland, Trustee
808 4th Ave.
Grinnell, IA 50112

H. Philip Palmer

H. Philip Palmer, Trustee
3 Hobart Place
Grinnell, IA 50112

Exhibit "A"

**ASSETS OF THE
JOHN M. CAMPBELL TRUST**

			Value on 12/31/23	Value on 12/31/22	Change
BANK ACCOUNTS:					
1.	Accounts at Grinnell State Bank, Grinnell, Iowa:				
	<u>Account Number</u>	<u>Interest Rate</u>	<u>Maturity Date</u>		
	134384	N/A	N/A	\$ 4,241.06	\$ 8,062.22 \$ (3,821.16)
	500059299	2.25%	N/A	\$ 137,236.09	\$ 179,722.22 \$ (42,486.13)
	50005464	2.25%	N/A	\$ 27,073.75	\$ 26,319.58 \$ 754.17
	Accounts at Edward Jones				
	509-02769-1-5	4.68%	N/A	\$ 140,351.36	\$ 126,358.02 \$ 13,993.34
	Accounts at Cambridge				
	1160-7070		N/A	\$ 34.84	\$ 2,451.77 \$ (2,416.93)
	Money Market	4.68%	N/A	\$ 42,507.45	\$.00 \$ 42,507.45
SECURITIES:					
2.	4,200 shares Adams Diversified Equity Cusip #00621210				
	<u>Number</u>	<u>Date</u>	<u>Basis</u>		
	5229.270	11/21/95 & 12/06 (By split)	\$59,285.05	\$ 82,779.33	\$ 76,033.59 \$ 6,745.74
3.	Grinnell State Bank Certificate				
	8/22/23	2.25%		\$ 215,768.63	\$ 212,044.26 \$ 3,724.37
3.	Farm Credit Bonds				
	11/24/28	4.3%		\$ 20,000.00	\$ 20,000.00 \$ 0.00
4.	Grinnell State Bank				
	3/25/23	2.25%		\$ 51,846.75	\$ 50,946.26 \$ 900.49
5.	Farm Credit Bonds				
	11/8/32	3.12%		\$ 18,891.95	\$ 18,891.95 \$ 0.00
6.	Poweshiek-Jasper Farm Service Class C Membership Stock (Par Value \$5.00)				
	<u>Cert. Number</u>	<u>Issue Date</u>	<u>Number Shares</u>		
				\$ 1,815.00	\$ 1,815.00 \$ 0.00

1205	3/4/77	8
2263	3/3/78	10
2262	3/3/78	21
3158	3/2/79	27
3159	3/2/79	10
4008	3/7/80	11
4007	3/7/80	51
4006	3/7/80	2
5020	3/6/81	134
5021	3/6/81	48
6134	3/5/82	32
6135	3/5/82	9

7.	Central Counties Coop stock (at par value)							
	<u>Class</u>		<u>Amount</u>					
	Regional South		3.54					
				\$	3.54	\$	3.54	\$ 0.00
8.	Citi Bank							
	12/31/2022	3.3%		\$	.00	\$ 75,000.00		\$(75,000.00)
9.	Golden Sachs							
	12/31/2022	3.2%		\$	100,000.00	\$ 100,000.00	\$	0.00
10.	Golden Sachs							
	12/31/2022	3.35%		\$	32,000.00	\$ 32,000.00	\$	0.00
11.	Golden Sachs							
	12/31/2022	3.55%		\$	.00	\$ 40,000.00		\$(40,000.00)
12.	Golden Sachs							
	12/31 202	3.6%		\$	75,000.00	\$ 75,000.00	\$	0.00
13.	Morgan Stanley							
	12/31/222	3.35%		\$	147,000.00	\$147,000.00	\$	0.00
14.	Morgan Stanley							
	12/31/2022	3.05%		\$	.00	\$ 55,000.00		\$(55,000.00)
15.	Bank of Ohio Omaha							
	12/31/2023	5.35		\$	130,000.00	\$ 0.00	\$130,000.00	
15.	Sturgis Bank							
	12/31/2022	3.05%		\$	245,000.00	\$ 245,000.00	\$	0.00

REAL ESTATE:

16.	The following farm real estate:		
	Legal		Approx.
	<u>Description</u>	<u>County</u>	<u>Acres</u>

NW4 NW4 28-81-16	Poweshiek	37.00
SW4 NW4 28-81-16	Poweshiek	37.87
NE4 NW4 28-81-16	Poweshiek	32.00
SE4 NW4 28-81-16	Poweshiek	40.00
W40AC S2 NW4 18-81-17	Jasper	39.00
W40AC N2 NW4 18-81-17	Jasper	38.00

NW4 NW4 19-81-17	Jasper	42.87
NE4 NW4 19-81-17	Jasper	38.13
SW4 NW4 19-81-17	Jasper	44.00
SE4 NW4 19-81-17	Jasper	40.00
SE4 NE4 13-81-18	Jasper	39.00
NE4 NE4 13-81-18	Jasper	38.00
NW4 NE4 13-81-18	Jasper	39.00
SW4 NE4 13-81-18	Jasper	40.00
SW4 SE4 13-81-18	Jasper	38.08

NW4 NE4 23-81-18	Jasper	38.48
SW4 NE4 23-81-18	Jasper	40.00
NE4 NW4 23-81-18	Jasper	37.60
SE4 NW4 23-81-18	Jasper	40.00

NE4 NE4 24-81-18	Jasper	37.10
NW4 NE4 24-81-18	Jasper	38.27
NE4 NW4 24-81-18	Jasper	38.17
SE4 NW4 24-81-18	Jasper	40.00

Total	892.57	\$ 1,227,000.00	\$ 1,227,000.00	\$ 0.00
(Shown at appraised value as of 01-9-96)				

TOTALS		\$ 2,698,549.75	\$ 2,718,648.41	\$ (20,098.66)
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Exhibit "B"

John M. Campbell Trust
Statement of Income, Disbursements, and Balances
For Year Ended December 31, 2023

Total Assets - January 1, 2023		\$ 2,718,648.41
Increase From Farm and House		
Farm rental	<u>231,254.40</u>	231,254.40
Decrease From Farm and House		
Insurance	771.67	
Property taxes	<u>33,598.00</u>	<u>34,369.67</u>
Net Increase From Farm, House		196,884.73
Increase From Other Investments		
Interest - other	40,435.59	
Dividends	6,795.73	
Gain in market value of Adams Express	<u>6,745.94</u>	53,977.26
Increase Federal Income Tax		(<u>2,389.00</u>)
Total Available For Charity For Year		248,472.99

Exhibit "B"

John M. Campbell Trust
Statement of Income, Disbursements, and Balances
For Year Ended December 31, 2023

Decrease of Funds - To the Worthy Poor			
Grinnell Recreation Department		6,468.00	
Mid Iowa Community Emergency Funds			
- Ahrens Foundation		15,000.00	
Individuals			
Other	4,344.91		
Rent	101,060.77		
Utilities	62,054.08		
Regional Six - Cab	24,400.00		
Mc Nally's Super Valu	5,228.23		
City of Grinnell - Water	9,380.14		
LINK Mentoring	4,437.00		
Mattress, Furniture, Home Imp.	21,898.06		
Medical Expense	<u>9,270.46</u>	242,073.65	
Goodfellows		3,000.00	
Grinnell Optimist		2,000.00	<u>268,541.65</u>
Decrease in Trust Assets For 2022			(<u>20,098.66</u>)
Balance of Assets December 31, 2022			\$ <u>2,698,549.75</u>



GRINNELL PARKS AND RECREATION BOARD REGULAR
SESSION MEETING
MONDAY, APRIL 14, 2025, AT 5:15 PM
IN THE DRAKE COMMUNITY LIBRARY BOARD ROOM

MINUTES

1. Roll Call:

- A. Russ Crawford, Ralph Eyberg, Lauren Gant, Whitney Jensen, Ben Coopridner, and Jordan Allsup.
Absent: Lisa Lindley, Matt Moyer
Guests: Nick Darland and Colton Werner.

2. Approve Agenda:

At 5:16pm Coopridner made the motion to approve the agenda, second by Gant to approve the agenda. AYES: All. Motion carried.

3. Approval of the Minutes from DATE

- A. March 10th, 2025 meeting minutes- Coopridner made the motion, second by Jensen, to approve the March 10th, 2025, meeting minutes. AYES: All. Motion carried.

4. Old Business

- A. Master Parks Plan – priority of projects, fundraising opportunities, grant writing, goals for 2024-2025 fiscal year
- Parks and Cemetery Vegetation – Eyberg- Central Park landscape bed project to begin in early May. No action necessary.
 - Bailey Park– Crawford/Jensen- Update was provided in new business item. No action necessary.
 - Arbor Lake/Lake Nyanza- Allsup- City will be receiving RFP information soon from the Iowa DNR to release for engineering on in-lake and watershed work for the two bodies of water. No action necessary.
 - Playgrounds- Lindley- Benches were installed at the Central Park playground. No action necessary.
 - Master Plan- Allsup- Second Community Open House is scheduled for Tuesday, April 22nd at 5:00pm in the Drake Community Library where RDG will be presenting revised parks plans, strategies, and priorities. No action necessary.
- B. Recreation- Allsup reported on spring programming with 300ish children participating in soccer, and 239 participants in the Flashlight Easter Egg Hunt. The spring/summer program guide is now public, and sign-ups are rolling in. The department will be seeking a new Recreation Coordinator and hope to have that position filled in time for the summer. No action necessary.

- C. Aquatics- Allsup reported on the status of hiring for the 2025 Aquatic Center season. No action necessary.

5. New Business

- A. Review submitted quotes for construction of the Bailey Park Shelter House- The board reviewed three quotes for the construction of a new shelter house at Bailey Park. Eyberg made the motion to recommend the approval of the quote for construction of the Bailey Park shelter to HomeRevisions, LLC. as the low quote. Second by Coopriders. AYES: all. Motion carried.
- B. Farm and Food Celebration- Gant made the motion to approve the rental of the Central Park shelter and stage on Friday, June 13th, 2025, for "Farm and Food Celebration: community meal and concert". Second by Eyberg. AYES: all. Motion carried.
- C. Grinnell High School All Class Reunion - Coopriders made the motion to approve the rental of the Central Park facilities on July 3rd-5th, 2026, for "Grinnell High School All Class Reunion" Second by Gant. AYES: all. Motion carried.
- D. Memorial Bench – No action was taken and will be discussed again at May meeting as concerns were made of needing to remove the bench during lake restoration efforts in the future. Allsup will have more dialogue with the requested party.

6. Notes:

7. Inquiries:

- 8. **Adjourn:** Coopriders made the motion at 6:11pm to adjourn the meeting, second by Jensen. AYES: All. Motion carried.

Parks and Recreation Director
Jordan Allsup

[MEET_FOOT]



**GRINNELL FINANCE COMMITTEE MEETING
MONDAY, APRIL 21, 2025, AT 8:00 A.M.
IN THE LARGE CONFERENCE ROOM ON THE 2ND FLOOR
OF CITY HALL AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/93613451547?pwd=s8LsupgFAEXFeU6RLKQKcsd1l0Ma1x.1>

Meeting ID: 936 1345 1547

Passcode: 709467

Find your local number: <https://zoom.us/u/ajSV7rvWp>

TENTATIVE AGENDA

ROLL CALL: Wray (Chair), White, Davis.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider approval of a settlement agreement with Midwest Ambulance Services in the amount of \$50,000.00.
2. Consider approval of a resolution approving the adoption of the final budget for the fiscal year ending June 30, 2026. (See Resolution No. 2025-54)

INQUIRES:

ADJOURN:



MEMORANDUM OF SETTLEMENT- MEDIATION

On April 11, 2025 the undersigned parties agreed individually or through their designated representative to settlement of a dispute through voluntary mediation on the following operative terms and conditions:

1. City of Grinnell(hereinafter Defendant) agree to pay Midwest Ambulance Service of Iowa, Inc. (hereinafter Plaintiff) Fifty Thousand Dollars [**\$ 50,000**]

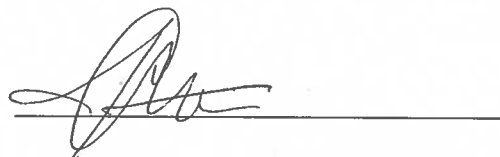
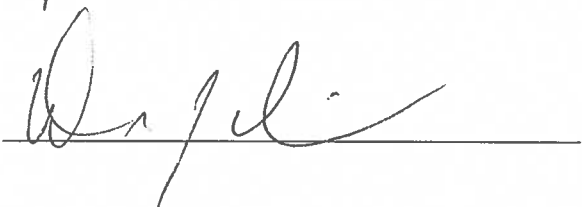
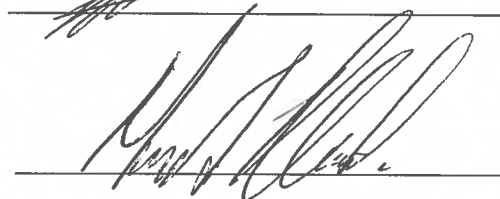
Settlement check payable as follows: MIDWEST Ambulance Service of Iowa
Trust Acct
TIN# 42-1234049 [W-9 will be provided, if necessary]

2. In consideration of payment, Plaintiff agrees to execute a Global Settlement Agreement, Release or other appropriate documents, shall authorize the filing of any other documentation necessary to complete this settlement.
3. This is a mutual, global settlement of claims between the parties that will result in dismissal with prejudice of any litigation now pending between the parties.
4. This settlement is subject to final approval by the Grinnell City Council as required by law and is not confidential.
5. Cost of mediation will be divided equally. Each side will bear their own attorney fees and court costs.

APPROVED AND ACCEPTED:



Russell Z. Butler



Jeffrey A. Boehlert – Mediator/Neutral

BOEHLERT ADR, PLLC

P.O. Box 93305

Des Moines, Iowa 50393

Email: boehlert@boehlertadr.com

Phone: 515-240-6914

Website: www.boehlertadr.com



THE NATIONAL ACADEMY OF
DISTINGUISHED NEUTRALS

GLOBAL RELEASE & SETTLEMENT AGREEMENT

This Global Release & Settlement Agreement (“Agreement”) is entered into between Midwest Ambulance Service of Iowa, Inc. (referred to as “Midwest”) and the City of Grinnell, Iowa (referred to as the “City”)(collectively the “Parties”) for the consideration and mutual promises hereinafter stated.

WHEREAS, the Parties entered into an Agreement for the Provision of Emergency Medical Services between the City of Grinnell, Iowa and Midwest Ambulance of Iowa, Inc., on/about January 7, 2020, to become effective on February 1, 2020 (the “Contract”);

WHEREAS, the Parties entered into an Employee Lease Agreement on/about November 2, 2020 (the “Lease”);

WHEREAS, the City terminated the Agreement and the Lease (the “Termination”);

WHEREAS, Midwest has asserted legal claims against the City, including claims of breach of contract pertaining to the Agreement, in a Petition filed with the Iowa District Court for Polk County on/about December 5, 2024 (Case No. LACL160896), that has been transferred to the Iowa District Court for Poweshiek County (the “Litigation”);

WHEREAS, the City has denied any and all accusations and liability to Midwest under any and all of the allegations and actions taken by Midwest, including the Contract, Lease, Termination, and Litigation;

WHEREAS, the parties to this Agreement wish to settle and compromise all of their claims against each other in any way, shape, or form related to any facts, acts, events, representations, promises, duties or otherwise which are or could have been asserted related to the Parties’ agreements, dealings, understandings, or otherwise through present date without the necessity of litigation and/or a trial on the merits with all of the attendant expenses, all without admission of wrongful conduct, fault, or culpability on the part of the City; and

THEREFORE, the Parties, in consideration of the foregoing and the payment and mutual promises set forth in this Agreement, agree as follows:

1. Consideration. It is understood and agreed by Midwest that as full, sufficient, and complete consideration for Midwest’s promises and releases made herein, the following payment of a combined total of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be made following the receipt of materials as described herein:

1.1 The City shall tender upon execution of this Agreement the combined total sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) in the form of a check payable to “Midwest Ambulance Service of Iowa, Inc.” in full and final settlement of all claims.

Said sum shall be paid in order to avoid the cost of litigation and is full payment for settlement of all claims that were or could have been raised by Midwest or any time in the future based upon facts now known or unknown to the parties. The City will not be liable in any manner for the distribution, division, or payment of any portion of these funds to or involving any other claimants

thereto. This payment will be issued within 60 days of receipt of the fully executed settlement agreement and appropriate W-9 from Midwest.

Upon tender of the respective sum referenced above, the City will have fully met its obligations under this Agreement.

2. Valid Consideration. The parties expressly agree and acknowledge that the release described in Paragraph 4 below is not a release that the parties would otherwise be entitled. Midwest shall not be entitled to any compensation, remuneration, benefits, or other payments from the City related to the Contract, Lease, Termination, Litigation, or related allegations.

3. Taxes. Midwest agrees that if any state, federal, or local taxes are owing from it on the sum set forth in Paragraph 1 and its subsection that it will assume all responsibility for payment of any such taxes, together with any interest and/or penalties due thereon to any state, federal, or local authority. Midwest further agrees to indemnify the parties released under Paragraph 4 regarding any liability or expense for any claims or determinations hereafter regarding the payment of taxes, interest charges or penalties relating to any payments made to or discharge given by Midwest pursuant to this Agreement.

4. Release. In consideration of the promises set forth within Paragraph 1, and other good and valuable consideration, Midwest and the City including their insurers, parent companies, subsidiaries, divisions, affiliates, directors, officers, agents, employees, volunteers, shareholders, successors, assignees, indemnitors, indemnitees, predecessors, successors, legal representatives and assigns **do hereby agree to fully and forever release, acquit, exonerate and discharge** each other (i.e., Midwest and the City) and their respective insurers, parent companies, subsidiaries, divisions, affiliates, directors, officers, agents, employees, volunteers, shareholders, successors, assignees, indemnitors, indemnitees, predecessors, successors, legal representatives and assigns for the foregoing persons and entities (collectively referred to as “Released Parties,” and individually as a “Released Party”), **from any and all claims, demands and causes of action for all losses, costs, charges, expenses and damages of every kind, nature and character, now existing or hereafter arising, foreseen or unforeseen, known or unknown or hereafter becoming known, resulting directly or indirectly, proximately or remotely, from the circumstances and events involved in the afore-mentioned Contract, Lease, Termination, and/or Litigation and all claims which were asserted or could have been asserted related to the Litigation from the beginning of time to present date.**

5. Dismissal. Midwest stipulates and agrees that in consideration of the payment and representations described herein, it shall cause to be filed a Dismissal With Prejudice of any and all claims it has filed against the City, promptly and timely, including in the legal proceedings presently pending before the Iowa District Court for Poweshiek County upon receipt of, and before negotiating, the payment referenced in Paragraph 1. Midwest further agrees that each party to the Litigation shall bear their own fees and costs such that Midwest does not expect and will not accept or receive any payments from the City or other Released Parties for fees and/or costs that Midwest has incurred and/or which would be attributable to the Litigation.

6. No Litigation. At no time prior or subsequent to the execution of this Agreement will Midwest file or maintain, or cause or knowingly permit the filing or maintenance, in any state, federal,

or foreign court, or before any local, state, federal, or foreign administrative agency, or any other tribunal, any charge, claim, or action of any kind, nature, and character whatsoever, known or unknown, which it may now have, or has ever had against the City or any other Released Party based in whole or in part on any matter referred to herein (including Paragraph 4 above) prior to its execution of this Agreement.

7. No Admission of Liability. Liability for any and all of Midwest's claims is expressly disputed and denied by the City and the Released Parties. It is understood and agreed that this is a compromise settlement of any and all claims, and that neither this Agreement itself, the offering of it, nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission of the City's liability or responsibility for any wrongdoing of any kind. Midwest agrees this settlement is in full compromise of a disputed claim both as to the question of liability and as to the nature and extent of damages and that this Agreement is not to be construed as an admission of liability.

8. Beneficiaries and Assignability. This Agreement is binding on, and shall inure to the benefit of the parties, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees.

9. Liens. Midwest represents and agrees that it shall be solely responsible for any outstanding liens or subrogation claims arising from the matters referred to in this Agreement. Midwest further agrees that it shall be solely responsible for its own fees, bills and expenses, and that no other party will pay any such fees, bills or expenses on its behalf. Midwest guarantees that it will ensure the satisfaction of any and all liens or expenses, whether currently existing or arising in the future, for expenses purportedly arising from the circumstances, events, and/or occurrences set forth within the aforementioned Contract, Lease, Termination, Litigation, or related allegations for which this Agreement is made.

10. Entire Agreement. This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations and agreements, written or oral. No party hereto is relying on any statement or representation of any other party hereto except those, if any, set forth herein. No part of this Agreement may be amended, varied, or supplemented in any respect, except by a writing duly executed by each of the parties hereto or their authorized representatives.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

12. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard for its choice-of-law provisions.

13. Severability. Except as otherwise provided in this paragraph, if any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only,

without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

14. Knowing and Voluntary Waiver. In entering into this Agreement, the Parties have not relied upon any representations or warranties of any other Party, other than the representations or warranties expressly set forth in this Agreement. The Parties further acknowledge that they fully understand this Agreement and the effect of signing and executing the Agreement.

15. Jointly Drafted. Because the Parties have had a full opportunity to consider this Agreement and negotiate its terms, this Agreement is deemed to have been jointly prepared by the Parties, and any uncertainty or ambiguity existing in it shall not be interpreted against any Party as the primary drafter of the Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its meaning and not strictly for or against any of the Parties.

16. Warranty of Capacity to Execute Agreement. Midwest represents and warrants that no other person or entity has, or had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that Midwest has the sole right and exclusive authority to execute this Agreement; and that Midwest has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

17. Effectiveness. This Agreement shall become effective as of the date it is signed. This Agreement shall become effective immediately upon execution and may be executed by duplicate of the original, in which event all original signed copies shall be the original document.

ALL PARTIES EXECUTING THIS AGREEMENT STATE THAT THEY HAVE READ AND FULLY UNDERSTAND THE FOREGOING AGREEMENT AND CONSULTED AN ATTORNEY IF BELIEVED NECESSARY BEFORE EXECUTING THIS GLOBAL RELEASE & SETTLEMENT AGREEMENT.

THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, EXCEPT AS OTHERWISE STATED IN THE AGREEMENT.

I have read the foregoing and I accept and agree to the provisions it contains and hereby execute it voluntarily with full understanding of its consequences.

Midwest Ambulance Service of Iowa, Inc. (duly authorized representative)

By: _____
Title: _____

Name: _____

City of Grinnell, Iowa (duly authorized representative)

By: _____
Title: _____

Name: _____

4926-8624-7223-1\10542-1006

RESOLUTION NO. 2025-54

**A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2026**

Be It Resolved by the Council of the city of Grinnell, Iowa:

The annual budget for the fiscal year ending June 30, 2026, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to programs for said fiscal year is adopted, and the clerk is directed to make the filings required by law and to set up her books in accordance with the summary and details as adopted.

AYES:

NAYS:

ABSTENTION:

ABSENT:

Passed and approved on this 21st day of April 2025.

DAN F. AGNEW, MAYOR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR

FISCAL YEAR JULY 1, 2025 - JUNE 30, 2026
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : GRINNELL County Name: POWESHIEK COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	269,412,910	2b	264,631,648	City Number: 79-745 Last Official Census: 9,564
DEBT SERVICE	3a	427,517,268	3b	422,736,006	
Ag Land	4a	942,091			

Consolidated General Fund Levy Calculation

	CGFL Rate	CGFL Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2025 Budget Data	8.78000	2,338,439	266,337,000	1.15
	Limitation Percentage			
	0			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2026	8.78000	2,365,445	1.15	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.78000	Consolidated General Fund			5	2,365,445	2,323,466	43	8.78000
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	299,862	294,540	52	1.11302
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	2,665,307	2,618,006		
384.1	3.00375	Ag Land			26	2,830	2,830	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	2,668,137	2,620,836		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29	448,249	440,294		1.66380
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	355,263	348,959		1.31866
Rules	Amt Nec	Other Employee Benefits			31	697,680	685,298		2.58963
		Subtotal Employee Benefit Levy (29,30,31)			32	1,501,192	1,474,551	65	5.57209
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0	34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	1,501,192	1,474,551		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	75,000	74,161	70	0.17543
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	4,244,329	4,169,548	72	15.64054

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF GRINNELL - PROPOSED PROPERTY TAX LEVY CITY #: 79-745

GRINNELL Fiscal Year July 1, 2025 - June 30, 2026

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:
Meeting Date: 3/24/2025 Meeting Time: 07:00 PM Meeting Location: City of Grinnell Council Chambers (2nd Floor) 520 4th Ave Grinnell, IA 50112
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.grinnelliowa.gov

City Telephone Number
(641) 236-2600

Iowa Department of Management	Current Year Property Tax	Certified 2024 - 2025	Budget Year Property Tax	Effective 2025 - 2026	Budget Year Property Tax	Proposed 2025 - 2026
Taxable Valuations for Non-Debt Service		261,471,821		264,631,648		264,631,648
Consolidated General Fund		2,295,723		2,295,723		2,323,466
Operation & Maintenance of Public Transit		0		0		0
Aviation Authority		0		0		0
Liability, Property & Self Insurance		409,797		409,797		294,540
Support of Local Emergency Mgmt. Comm.		0		0		0
Unified Law Enforcement		0		0		0
Police & Fire Retirement		440,387		440,387		440,294
FICA & IPERS (If at General Fund Limit)		366,372		366,372		348,959
Other Employee Benefits		577,285		577,285		685,298
Capital Projects (Capital Improv. Reserve)		0		0		0
Taxable Value for Debt Service		415,848,298		422,736,006		422,736,006
Debt Service		0		0		74,161
CITY REGULAR TOTAL PROPERTY TAX		4,089,564		4,089,564		4,166,718
CITY REGULAR TAX RATE		15.64055		15.45380		15.64054
Taxable Value for City Ag Land		909,844		942,091		942,091
Ag Land		2,733		2,733		2,830
CITY AG LAND TAX RATE		3.00375		2.90099		3.00375
Tax Rate Comparison-Current VS. Proposed						
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year 2024/2025	Certified 2024/2025	Budget Year 2025/2026	Proposed 2025/2026	Percent Change	
City Regular Residential		725		816	12.55	
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year 2024/2025	Certified 2024/2025	Budget Year 2025/2026	Proposed 2025/2026	Percent Change	
City Regular Commercial		3,199		3,647	14.00	

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:
Due to the increase in property insurance costs, wage increases, employee benefits, additional services provided, and continued increase in property maintenance.

FUND BALANCE

City Name: GRINNELL
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2024									
Beginning Fund Balance July 1	1 2,408,588	5,314,082	388,540	70,774	11,221,656	545,037	19,948,677	4,310,527	24,259,204
Actual Revenues Except Beg Balance	2 10,676,528	6,387,230	2,737,188	3,121,183	11,317,395	2,294	34,241,818	7,524,700	41,766,518
Actual Expenditures Except End Balance	3 7,524,253	6,008,087	2,095,627	3,067,388	16,279,214	0	34,974,569	6,960,913	41,935,482
Ending Fund Balance June 30	4 5,560,863	5,693,225	1,030,101	124,569	6,259,837	547,331	19,215,926	4,874,314	24,090,240
Re-Estimated FY 2025									
Beginning Fund Balance	5 5,560,863	5,693,225	1,030,101	124,569	6,259,837	547,331	19,215,926	4,874,314	24,090,240
Re-Est Revenues	6 12,888,630	7,104,578	4,546,972	2,827,511	9,403,104	8,000	36,778,795	16,717,399	53,496,194
Re-Est Expenditures	7 13,503,475	7,532,498	5,226,053	2,834,129	10,499,643	0	39,595,798	18,571,138	58,166,936
Ending Fund Balance	8 4,946,018	5,265,305	351,020	117,951	5,163,298	555,331	16,398,923	3,020,575	19,419,498
Budget FY 2026									
Beginning Fund Balance	9 4,946,018	5,265,305	351,020	117,951	5,163,298	555,331	16,398,923	3,020,575	19,419,498
Revenues	10 11,247,953	6,592,224	5,202,037	3,243,926	6,039,362	3,500	32,329,002	20,744,616	53,073,618
Expenditures	11 12,135,289	5,533,936	5,223,426	4,892,610	6,873,465	0	34,658,726	16,067,379	50,726,105
Ending Fund Balance	12 4,058,682	6,323,593	329,631	-1,530,733	4,329,195	558,831	14,069,199	7,697,812	21,767,011

LOCAL EMC SUPPORT

City Name: GRINNELL
Fiscal Year July 1, 2025 - June 30, 2026

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 6 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	0	0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2026	0	0

City Name: GRINNELL
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY									
Police Department/Crime Prevention	1 1,636,909	298,525						1,935,434	1,576,439
Jail	2							0	0
Emergency Management	3 3,445							3,445	1,447
Flood Control	4							0	0
Fire Department	5 668,914	95,325						764,239	687,006
Ambulance	6 749,973	707,575						1,457,548	784,140
Building Inspections	7							0	0
Miscellaneous Protective Services	8							0	0
Animal Control	9 6,700							6,700	1,131
Other Public Safety	10 120,233							120,233	378,047
TOTAL (lines 1 - 10)	11 3,186,174	1,101,425				0		4,287,599	3,428,210
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12 240,660	1,064,779						1,305,439	550,156
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	146,254						146,254	109,665
Traffic Control and Safety	15	82,600						82,600	45,486
Snow Removal	16	208,019						208,019	144,690
Highway Engineering	17							0	0
Street Cleaning	18	58,605						58,605	50,082
Airport (if not Enterprise)	19 362,361							362,361	445,625
Garbage (if not Enterprise)	20							0	0
Other Public Works	21	55,995						55,995	187,767
TOTAL (lines 12 - 21)	22 603,021	1,616,252				0		2,219,273	1,533,471
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29	2,000						2,000	4,200
TOTAL (lines 23 - 29)	30 2,000	0				0		2,000	4,200
CULTURE & RECREATION									
Library Services	31 1,042,330	45,563						1,087,893	726,845
Museum, Band and Theater	32							0	0
Parks	33 459,036							459,036	133,363
Recreation	34 343,603							343,603	305,593
Cemetery	35 126,304							126,304	90,055
Community Center, Zoo, & Marina	36							0	0
Other Culture and Recreation	37 711,625							711,625	386,699
TOTAL (lines 31 - 37)	38 2,682,898	45,563				0		2,728,461	1,642,555

City Name: GRINNELL
Fiscal Year July 1, 2024 - June 30, 2025

	GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
	COMMUNITY & ECONOMIC DEVELOPMENT									
	Community Beautification	39							0	0
	Economic Development	40	198,445	1,254,556					1,453,001	4,491
	Housing and Urban Renewal	41	481						83,827	179,675
	Planning & Zoning	42	292,271						292,271	319,194
	Other Com & Econ Development	43	865						865	426,913
	TIF Rebates	44							0	125,906
	TOTAL (lines 39 - 44)	45	492,062	1,254,556			0		1,829,964	1,056,179
	GENERAL GOVERNMENT									
	Mayor, Council, & City Manager	46	65,595						65,595	41,291
	Clerk, Treasurer, & Finance Adm.	47	241,663	4,376					246,039	1,491,191
	Elections	48							0	6,082
	Legal Services & City Attorney	49	45,000						45,000	32,534
	City Hall & General Buildings	50	363,019						363,019	86,911
	Tort Liability	51	110,351	40,805					151,156	69,800
	Other General Government	52	1,316,671	1,242,150					2,558,821	0
	TOTAL (lines 46 - 52)	53	2,142,299	1,287,331	0		0		3,429,630	1,727,809
	DEBT SERVICE									
	Gov Capital Projects	54							2,834,129	2,883,848
	TIF Capital Projects	55							5,378,222	12,087,064
	TOTAL CAPITAL PROJECTS	56							0	2,587,130
	TOTAL CAPITAL PROJECTS	57	0	0			0		5,378,222	14,674,194
	TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	9,108,454	5,305,127	83,346	2,834,129	0		22,709,278	26,950,466
	BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
	Water Utility	59							2,693,845	2,174,648
	Sewer Utility	60							1,720,541	1,375,354
	Electric Utility	61							0	0
	Gas Utility	62							0	0
	Airport	63							0	0
	Landfill/Garbage	64							1,759,639	1,230,465
	Transit	65							0	0
	Cable TV, Internet & Telephone	66							0	0
	Housing Authority	67							0	0
	Storm Water Utility	68							233,506	44,205
	Other Business Type (city hosp., ISF, parking, etc.)	69							0	0
	Enterprise DEBT SERVICE	70							975,153	842,910
	Enterprise CAPITAL PROJECTS	71							9,146,747	0
	Enterprise TIF CAPITAL PROJECTS	72							0	0
	TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73							16,529,431	5,667,582
	TOTAL ALL EXPENDITURES (lines 58+73)	74	9,108,454	5,305,127	83,346	2,834,129	0		39,238,709	32,618,048
	Regular Transfers Out	75	4,395,021	2,227,371					2,041,707	7,347,879
	Internal TIF Loan Transfers Out	76							5,142,707	1,969,555
	Total ALL Transfers Out	77	4,395,021	2,227,371		0			2,041,707	9,317,434
	Total Expenditures and Other Fin Uses (lines 74+77)	78	13,503,475	7,532,498	5,226,053	2,834,129	0		18,571,138	41,935,482
	Ending Fund Balance June 30	79	4,946,018	5,265,305	351,020	117,951	555,331	3,020,575	19,419,498	24,090,240

RE-ESTIMATED REVENUES DETAIL

City Name: GRINNELL
Fiscal Year July 1, 2024 - June 30, 2025

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2025	ACTUAL 2024
Taxes Levied on Property	1	2,732,526	1,431,317		1,390				4,165,233	4,792,069
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	2,732,526	1,431,317		1,390	0			4,165,233	4,792,069
Delinquent Property Taxes	4								0	0
TIF Revenues	5			4,515,972					4,515,972	2,695,874
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	177,506	87,364						264,870	39,113
Utility franchise tax (Iowa Code Chapter 364.2)	7	975,000							975,000	827,454
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		489,000						489,000	387,919
Other Local Option Taxes	12		1,500,000						1,500,000	1,662,911
Subtotal - Other City Taxes (lines 6 thru 12)	13	1,152,506	2,076,364		0	0			3,228,870	2,917,397
Licenses & Permits	14	26,625							26,625	27,647
Use of Money & Property	15	467,838	360,349	31,000	11,500	112,811		161,960	1,145,478	1,294,910
Intergovernmental:										
Federal Grants & Reimbursements	16	2,700				105,840			108,540	788,629
Road Use Taxes	17		1,272,012						1,272,012	1,350,940
Other State Grants & Reimbursements	18	154,802	105,401			1,173,081			1,433,284	716,980
Local Grants & Reimbursements	19	173,357	20,000						193,357	313,991
Subtotal - Intergovernmental (lines 16 thru 19)	20	330,859	1,397,413	0	0	1,278,921		0	3,007,193	3,170,540
Charges for Fees & Service:										
Water Utility	21							2,915,976	2,915,976	2,241,417
Sewer Utility	22							2,355,779	2,355,779	2,052,738
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27							1,528,727	1,528,727	1,509,233
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							427,645	427,645	405,109
Other Fees & Charges for Service	33	781,627							781,627	895,867
Subtotal - Charges for Service (lines 21 thru 33)	34	781,627	0		0	0	0	7,228,127	8,009,754	7,104,364
Special Assessments	35								0	0
Miscellaneous	36	1,399,628	112,459			1,019,275	8,000	87,569	2,626,931	7,482,833
Other Financing Sources:										
Regular Operating Transfers In	37	5,856,990	976,676		1,368,841	4,075,170		1,507,843	13,785,520	7,347,879
Internal TIF Loan Transfers In	38	30,000	750,000		1,445,780	2,916,927			5,142,707	1,969,555
Subtotal ALL Operating Transfers In	39	5,886,990	1,726,676	0	2,814,621	6,992,097	0	1,507,843	18,928,227	9,317,434
Proceeds of Debt (Excluding TIF Internal Borrowing)	40							7,731,900	7,731,900	2,963,450
Proceeds of Capital Asset Sales	41	110,011							110,011	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	5,997,001	1,726,676	0	2,814,621	6,992,097	0	9,239,743	26,770,138	12,280,884
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	12,888,630	7,104,578	4,546,972	2,827,511	9,403,104	8,000	16,717,399	53,496,194	41,766,518
Beginning Fund Balance July 1	44	5,560,863	5,693,225	1,030,101	124,569	6,259,837	547,331	4,874,314	24,090,240	24,259,204
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	18,449,493	12,797,803	5,577,073	2,952,080	15,662,941	555,331	21,591,713	77,586,434	66,025,722

City Name: GRINNELL
Fiscal Year July 1, 2025 - June 30, 2026

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
PUBLIC SAFETY										
Police Department/Crime Prevention	1,587,240	293,976						1,881,216	1,935,434	1,576,439
Jail	2							0	0	0
Emergency Management	3	2,700						2,700	3,445	1,447
Flood Control	4							0	0	0
Fire Department	5	656,951	98,277					755,228	764,239	687,006
Ambulance	6	807,234	104,262					911,496	1,457,548	784,140
Building Inspections	7							0	0	0
Miscellaneous Protective Services	8							0	0	0
Animal Control	9	6,500						6,500	6,700	1,131
Other Public Safety	10	134,806						134,806	120,233	378,047
TOTAL (lines 1 - 10)	11	3,195,431	496,515			0		3,691,946	4,287,599	3,428,210
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	76,818	722,419					799,237	1,305,439	550,156
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14		141,700					141,700	146,254	109,665
Traffic Control and Safety	15		88,116					88,116	82,600	45,486
Snow Removal	16		221,833					221,833	208,019	144,690
Highway Engineering	17							0	0	0
Street Cleaning	18		61,035					61,035	58,605	50,082
Airport	19	115,996						115,996	362,361	445,625
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21		101,881					101,881	55,995	187,767
TOTAL (lines 12 - 21)	22	192,814	1,336,984			0		1,529,798	2,219,273	1,533,471
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29	2,000						2,000	2,000	4,200
TOTAL (lines 23 - 29)	30	2,000	0			0		2,000	2,000	4,200
CULTURE & RECREATION										
Library Services	31	769,651	25,000					794,651	1,087,893	726,845
Museum, Band and Theater	32							0	0	0
Parks	33	190,127						190,127	459,036	133,363
Recreation	34	351,202						351,202	343,603	305,593
Cemetery	35	199,402						199,402	126,304	90,055
Community Center, Zoo, & Marina	36							0	0	0
Other Culture and Recreation	37	1,963,370						1,963,370	711,625	386,699
TOTAL (lines 31 - 37)	38	3,473,752	25,000			0		3,498,752	2,728,461	1,642,555

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39							0	0	0
Economic Development	40	203,566	432,725					636,291	1,453,001	4,491
Housing and Urban Renewal	41							0	83,827	179,675
Planning & Zoning	42	296,902						296,902	292,271	319,194
Other Com & Econ Development	43							0	865	426,913
TIF Rebates	44			151,682				151,682	0	125,906
TOTAL (lines 39 - 44)	45	500,468	432,725	151,682		0		1,084,875	1,829,964	1,056,179
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	58,750						58,750	65,595	41,291
Clerk, Treasurer, & Finance Adm.	47	178,969						178,969	246,039	1,491,191
Elections	48							0	0	6,082
Legal Services & City Attorney	49	40,000						40,000	45,000	32,534
City Hall & General Buildings	50	111,104						111,104	363,019	86,911
Tort Liability	51	122,075	40,051					162,126	151,156	69,800
Other General Government	52	962,543	1,115,461					2,078,004	2,558,821	0
TOTAL (lines 46 - 52)	53	1,473,441	1,155,512	0		0		2,628,953	3,429,630	1,727,809
DEBT SERVICE										
Gov Capital Projects	54			4,817,610				4,817,610	2,834,129	2,883,848
TIF Capital Projects	55							4,892,813	5,378,222	12,087,064
TOTAL CAPITAL PROJECTS	56							0	0	2,587,130
TOTAL (lines 54 - 56)	57	0	0	4,817,610		0		4,892,813	5,378,222	14,674,194
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							2,187,082	2,693,845	2,174,648
Sewer Utility	60							1,673,387	1,720,541	1,375,354
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							1,580,233	1,759,639	1,230,465
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							254,202	233,506	44,205
Other Business Type (city hosp., ISF, parking, etc.)	69							0	0	0
Enterprise DEBT SERVICE	70							0	975,153	842,910
Enterprise CAPITAL PROJECTS	71							9,574,490	9,146,747	0
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							15,269,394	16,529,431	5,667,582
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	8,837,906	3,446,736	151,682		0		15,269,394	39,238,709	32,618,048
Regular Transfers Out	75	3,297,383	2,087,200	75,000				8,238,220	13,785,520	7,347,879
Internal TIF Loan / Repayment Transfers Out	76			5,071,744				5,071,744	5,142,707	1,969,555
Total ALL Transfers Out	77	3,297,383	2,087,200	5,071,744		0		13,309,964	18,928,227	9,317,434
Total Expenditures & Fund Transfers Out (lines 74+77)	78	12,135,289	5,533,936	5,223,426		0		50,726,105	58,166,936	41,935,482
Ending Fund Balance June 30	79	4,058,682	6,323,593	329,631		558,831		21,767,011	19,419,498	24,090,240

REVENUES DETAIL

City Name: GRINNELL
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 2,620,836	1,474,551		74,161	0			4,169,548	4,165,233	4,792,069
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 2,620,836	1,474,551		74,161	0			4,169,548	4,165,233	4,792,069
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5		5,171,037					5,171,037	4,515,972	2,695,874
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 47,301	26,641		839	0			74,781	264,870	39,113
Utility franchise tax (Iowa Code Chapter 364.2)	7 1,063,500							1,063,500	975,000	827,454
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10							0	0	0
Hotel/Motel Taxes	11		450,000					450,000	489,000	387,919
Other Local Option Taxes	12	1,600,000						1,600,000	1,500,000	1,662,911
Subtotal - Other City Taxes (lines 6 thru 12)	13 1,110,801	2,076,641		839	0			3,188,281	3,228,870	2,917,397
Licenses & Permits	14 24,125							24,125	26,625	27,647
Use of Money & Property	15 415,615	285,850	31,000	11,500	6,858		121,710	872,533	1,145,478	1,294,910
Intergovernmental:										
Federal Grants & Reimbursements	16 180,865				733,910			914,775	108,540	788,629
Road Use Taxes	17	1,416,375						1,416,375	1,272,012	1,350,940
Other State Grants & Reimbursements	18 444,985	33,867		1,692	1,138,267			1,618,811	1,433,284	716,980
Local Grants & Reimbursements	19 297,771	10,000						307,771	193,357	313,991
Subtotal - Intergovernmental (lines 16 thru 19)	20 923,621	1,460,242	0	1,692	1,872,177		0	4,257,732	3,007,193	3,170,540
Charges for Fees & Service:										
Water Utility	21						3,101,718	3,101,718	2,915,976	2,241,417
Sewer Utility	22						2,471,021	2,471,021	2,355,779	2,052,738
Electric Utility	23						0	0	0	0
Gas Utility	24						0	0	0	0
Parking	25						0	0	0	0
Airport	26						0	0	0	0
Landfill/Garbage	27						1,573,567	1,573,567	1,528,727	1,509,233
Hospital	28						0	0	0	0
Transit	29						0	0	0	0
Cable TV, Internet & Telephone	30						0	0	0	0
Housing Authority	31						0	0	0	0
Storm Water Utility	32						440,328	440,328	427,645	405,109
Other Fees & Charges for Service	33 796,010						796,010	796,010	781,627	895,867
Subtotal - Charges for Service (lines 21 thru 33)	34 796,010	0	0	0	0	0	7,586,634	8,382,644	8,009,754	7,104,364
Special Assessments	35						0	0	0	0
Miscellaneous	36 1,340,869	75,051			150,000	3,500	58,223	1,627,643	2,626,931	7,482,833
Other Financing Sources:										
Regular Operating Transfers In	37 3,648,652	767,500		2,373,746	1,395,694		52,628	8,238,220	13,785,520	7,347,879
Internal TIF Loan Transfers In	38 257,413	452,389		781,988	2,614,633		965,321	5,071,744	5,142,707	1,969,555
Subtotal ALL Operating Transfers In	39 3,906,065	1,219,889	0	3,155,734	4,010,327	0	1,017,949	13,309,964	18,928,227	9,317,434
Proceeds of Debt (Excluding TIF Internal Borrowing)	40						11,960,100	11,960,100	7,731,900	2,963,450
Proceeds of Capital Asset Sales	41 110,011						110,011	110,011	110,011	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 4,016,076	1,219,889	0	3,155,734	4,010,327	0	12,978,049	25,380,075	26,770,138	12,280,884
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 11,247,953	6,592,224	5,202,037	3,243,926	6,039,362	3,500	20,744,616	53,073,618	53,496,194	41,766,518
Beginning Fund Balance July 1	44 4,946,018	5,265,305	351,020	117,951	5,163,298	555,331	3,020,575	19,419,498	24,090,240	24,259,204
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 16,193,971	11,857,529	5,553,057	3,361,877	11,202,660	558,831	23,765,191	72,493,116	77,586,434	66,025,722

ADOPTED BUDGET SUMMARY

City Name: GRINNELL
Fiscal Year July 1, 2025 - June 30, 2026

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2026	RE-ESTIMATED 2025	ACTUAL 2024
Revenues & Other Financing Sources										
Taxes Levied on Property	1 2,620,836	1,474,551		74,161	0			4,169,548	4,165,233	4,792,069
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 2,620,836	1,474,551		74,161	0			4,169,548	4,165,233	4,792,069
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5		5,171,037					5,171,037	4,515,972	2,695,874
Other City Taxes	6 1,110,801	2,076,641		839	0			3,188,281	3,228,870	2,917,397
Licenses & Permits	7 24,125	0					0	24,125	26,625	27,647
Use of Money and Property	8 415,615	285,850	31,000	11,500	6,858	0	121,710	872,533	1,145,478	1,294,910
Intergovernmental	9 923,621	1,460,242	0	1,692	1,872,177		0	4,257,732	3,007,193	3,170,540
Charges for Fees & Service	10 796,010	0		0	0	0	7,586,634	8,382,644	8,009,754	7,104,364
Special Assessments	11 0	0		0	0		0	0	0	0
Miscellaneous	12 1,340,869	75,051		0	150,000	3,500	58,223	1,627,643	2,626,931	7,482,833
Sub-Total Revenues	13 7,231,877	5,372,335	5,202,037	88,192	2,029,035	3,500	7,766,567	27,693,543	26,726,056	29,485,634
Other Financing Sources:										
Total Transfers In	14 3,906,065	1,219,889	0	3,155,734	4,010,327	0	1,017,949	13,309,964	18,928,227	9,317,434
Proceeds of Debt	15 0	0	0	0	0		11,960,100	11,960,100	7,731,900	2,963,450
Proceeds of Capital Asset Sales	16 110,011	0	0	0	0	0	0	110,011	110,011	0
Total Revenues and Other Sources	17 11,247,953	6,592,224	5,202,037	3,243,926	6,039,362	3,500	20,744,616	53,073,618	53,496,194	41,766,518
Expenditures & Other Financing Uses										
Public Safety	18 3,195,431	496,515						3,691,946	4,287,599	3,428,210
Public Works	19 192,814	1,336,984						1,529,798	2,219,273	1,533,471
Health and Social Services	20 2,000	0	0					2,000	2,000	4,200
Culture and Recreation	21 3,473,752	25,000	0					3,498,752	2,728,461	1,642,555
Community and Economic Development	22 500,468	432,725	151,682					1,084,875	1,829,964	1,056,179
General Government	23 1,473,441	1,155,512	0					2,628,953	3,429,630	1,727,809
Debt Service	24 0	0	0	4,817,610				4,817,610	2,834,129	2,883,848
Capital Projects	25 0	0	0		4,892,813			4,892,813	5,378,222	14,674,194
Total Government Activities Expenditures	26 8,837,906	3,446,736	151,682	4,817,610	4,892,813	0		22,146,747	22,709,278	26,950,466
Business Type Proprietary: Enterprise & ISF	27						15,269,394	15,269,394	16,529,431	5,667,582
Total Gov & Bus Type Expenditures	28 8,837,906	3,446,736	151,682	4,817,610	4,892,813	0	15,269,394	37,416,141	39,238,709	32,618,048
Total Transfers Out	29 3,297,383	2,087,200	5,071,744	75,000	1,980,652	0	797,985	13,309,964	18,928,227	9,317,434
Total ALL Expenditures/Fund Transfers Out	30 12,135,289	5,533,936	5,223,426	4,892,610	6,873,465	0	16,067,379	50,726,105	58,166,936	41,935,482
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -887,336	1,058,288	-21,389	-1,648,684	-834,103	3,500	4,677,237	2,347,513	-4,670,742	-168,964
Beginning Fund Balance July 1	33 4,946,018	5,265,305	351,020	117,951	5,163,298	555,331	3,020,575	19,419,498	24,090,240	24,259,204
Ending Fund Balance June 30	34 4,058,682	6,323,593	329,631	-1,530,733	4,329,195	558,831	7,697,812	21,767,011	19,419,498	24,090,240

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Series 2025B Plant Improvements	1 6,000,000	GO	N/A	1,000	169,217	170,217			170,217	0
CLN 25-26	2 75,000	GO	N/A	75,000		75,000				75,000
SERIES 2024A	3 3,921,000	GO	N/A	160,000	98,000	258,000	9,800		267,800	0
SERIES 2024B	4 2,202,000	GO	N/A	1,000	52,447	53,447	5,396		58,843	0
SERIES 2017 SEWER REV	5 13,050,000	NON-GO	N/A	815,000	86,393	901,393	28,798		930,191	0
SERIES 2016A	6 7,460,000	GO	N/A	735,000	41,270	776,270	450		776,720	0
SERIES 2022	7 5,135,000	GO	N/A		183,650	183,650	450		184,100	0
SERIES 2020B	8 3,125,000	GO	N/A	80,000	6,500	86,500	450		86,950	0
SERIES 2014	9 5,995,000	GO	N/A	800,000	32,100	832,100	450		832,550	0
SERIES 2020A	10 5,000,000	GO	N/A	760,000	82,100	842,100	450		842,550	0
SERIES 2018	11 700,000	GO	N/A	76,000	7,638	83,638			83,638	0
SERIES 2025A WATER REV	12 17,581,000	NON-GO	N/A		502,817	502,817			502,817	0
SERIES 2025C	13 4,178,000	GO	N/A	1,000	117,832	118,832			118,832	0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0				0
	32	-				0				0
	33	-				0				0
	34	-				0				0
	35	-				0				0
	36	-				0				0
	37	-				0				0
	38	-				0				0
	39	-				0				0
	40	-				0				0
	41	-				0				0
	42	-				0				0
	43	-				0				0
	44	-				0				0
	45	-				0				0
	46	-				0				0
	47	-				0				0
	48	-				0				0
	49	-				0				0
	50	-				0				0
	51	-				0				0
	52	-				0				0
	53	-				0				0
	54	-				0				0
	55	-				0				0
	56	-				0				0
	57	-				0				0
	58	-				0				0
	59	-				0				0
	60	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-				0	0			0
	62	-				0	0			0
	63	-				0	0			0
	64	-				0	0			0
	65	-				0	0			0
	66	-				0	0			0
	67	-				0	0			0
	68	-				0	0			0
	69	-				0	0			0
	70	-				0	0			0
	71	-				0	0			0
	72	-				0	0			0
	73	-				0	0			0
	74	-				0	0			0
	75	-				0	0			0
	76	-				0	0			0
	77	-				0	0			0
	78	-				0	0			0
	79	-				0	0			0
	80	-				0	0			0
	81	-				0	0			0
	82	-				0	0			0
	83	-				0	0			0
	84	-				0	0			0
	85	-				0	0			0
	86	-				0	0			0
	87	-				0	0			0
	88	-				0	0			0
	89	-				0	0			0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT5

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - LT DEBT7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2026	Interest Due FY 2026	Total Obligation Due FY 2026	Bond Reg./ Paying Agent Fees Due FY 2026	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	2,689,000	790,754	3,479,754	17,446	0	3,422,200	75,000
NON GO - TOTAL	815,000	589,210	1,404,210	28,798	0	1,433,008	0
GRAND - TOTAL	3,504,000	1,379,964	4,883,964	46,244	0	4,855,208	75,000

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2025 - June 30, 2026

City of: **GRINNELL**

The City Council will conduct a public hearing on the proposed Budget at: City Hall, 2nd Floor Conference Room, 520 4th Avenue, Grinnell, IA 50112
Meeting Date: 4/21/2025 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property				15.64054
The estimated tax levy rate per \$1000 valuation on Agricultural property is				3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (641) 236-2600			City Clerk/Finance Officer's NAME Alyssa Devig	
		Budget FY 2026	Re-estimated FY 2025	Actual FY 2024
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,169,548	4,165,233	4,792,069
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,169,548	4,165,233	4,792,069
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	5,171,037	4,515,972	2,695,874
Other City Taxes	6	3,188,281	3,228,870	2,917,397
Licenses & Permits	7	24,125	26,625	27,647
Use of Money and Property	8	872,533	1,145,478	1,294,910
Intergovernmental	9	4,257,732	3,007,193	3,170,540
Charges for Fees & Service	10	8,382,644	8,009,754	7,104,364
Special Assessments	11	0	0	0
Miscellaneous	12	1,627,643	2,626,931	7,482,833
Other Financing Sources	13	12,070,111	7,841,911	2,963,450
Transfers In	14	13,309,964	18,928,227	9,317,434
Total Revenues and Other Sources	15	53,073,618	53,496,194	41,766,518
Expenditures & Other Financing Uses				
Public Safety	16	3,691,946	4,287,599	3,428,210
Public Works	17	1,529,798	2,219,273	1,533,471
Health and Social Services	18	2,000	2,000	4,200
Culture and Recreation	19	3,498,752	2,728,461	1,642,555
Community and Economic Development	20	1,084,875	1,829,964	1,056,179
General Government	21	2,628,953	3,429,630	1,727,809
Debt Service	22	4,817,610	2,834,129	2,883,848
Capital Projects	23	4,892,813	5,378,222	14,674,194
Total Government Activities Expenditures	24	22,146,747	22,709,278	26,950,466
Business Type / Enterprises	25	15,269,394	16,529,431	5,667,582
Total ALL Expenditures	26	37,416,141	39,238,709	32,618,048
Transfers Out	27	13,309,964	18,928,227	9,317,434
Total ALL Expenditures/Transfers Out	28	50,726,105	58,166,936	41,935,482
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	2,347,513	-4,670,742	-168,964
Beginning Fund Balance July 1	30	19,419,498	24,090,240	24,259,204
Ending Fund Balance June 30	31	21,767,011	19,419,498	24,090,240



**GRINNELL PUBLIC WORKS & GROUNDS COMMITTEE MEETING
MONDAY, APRIL 21, 2025, AT 4:45 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/95817622371?pwd=rmlRrnVeigN6SPxeZ4djO61qE2ogYN.1>

Meeting ID: 958 1762 2371

Passcode: 695988

Find your local number: <https://zoom.us/u/adr78ymgAa>

TENTATIVE AGENDA

ROLL CALL: Hueftle-Worley (Chair), Bly.

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider approval of the Iowa Department of Transportation Supplemental Agreement for the period of July 1, 2025 to June 30, 2026, in the amount of \$29,278.87.
2. Consider approval of the Standard Title VI Non-Discrimination Assurances Agreement and the Title VI Non-Discrimination Agreement with the Iowa Department of Transportation.
3. Consider approval of a right-of-way request from Windstream between 4th Avenue and Prairie Street.
4. Consider approval of a request from the GHS All Class Reunion at Central Park on July 3rd-5th.
5. Consider approval of a request from Iowa State University and Outreach, Farm Food and Enterprise Development for a community dinner at Central Park on June 13, 2025.
6. Consider approval of a resolution approving a proposal from HomeRevisions, LLC. in the amount of \$65,254.00 for repairs of the Bailey Park Shelter House, with recommendation by the Parks and Recreation Board. (See Resolution No. 2025-55)
7. Consider approval of a resolution authorizing submission of an application for the Iowa Department of Transportation Airport funding and certifying eligibility requirements for the Airport Pavement Rehabilitation Project. (See Resolution No. 2025-56)
8. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Bliss Street/8th Avenue Paving Project. (See Resolution No. 2025-57)

9. Consider approval of a resolution adopting plans and specifications, proposed form of contract and estimate of cost for the Broad Street Inlay Project. (See Resolution No. 2025-58)
10. Discuss Iowa Highway 146 work items and schedule with City Engineer, Greg Roth.
11. Discuss cemetery roads and authorize staff to advance that project.

INQUIRIES:

ADJOURNMENT:

April 18, 2025

Alyssa Devig
City Clerk/Finance Director
520 Fourth Ave
Grinnell, IA 50112

Subject: Fiscal Year 2026 Supplemental Maintenance Agreement with City of Grinnell

Dear Alyssa,

Enclosed is a copy of the proposed Fiscal Year 2026 Supplemental Agreement for Maintenance of Primary Roads in Municipalities.

This agreement will be effective for the period beginning July 1, 2025 and ending June 30, 2026.

The terms of the agreement are the same as last year. No new maintenance activities have been added.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed to you for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1194 or benjamin.adey@iowadot.us.

Sincerely,



Benjamin Adey
District 1 – South Area Engineer

BA/jmr

Enclosure

cc: Allison Smyth, IA DOT, District 1
Jeremey Vortherms, IA DOT, District 1
Bob Ellis, IA DOT, District 1
File



SUPPLEMENTAL AGREEMENT
For Maintenance of Primary Roads in Municipalities

This Supplemental Agreement made and entered into by and between the Municipality of Grinnell, Poweshiek County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department:

AGREEMENT:

- I. This Agreement supplements the Agreement for Maintenance and Repair of Primary Roads in Municipalities entered into by the parties on July 1, 2021, and in effect from July 1, 2021, to June 30, 2026.
- II. The Municipality agrees to perform and accept all responsibility for those maintenance activities listed in Sections I.B.1, I.B.3, I.B.4 and I.C.1 of the basic Agreement, with respect to the primary roads within the corporate limits of the Municipality specifically described in this section.

In consideration thereof, the Department agrees to pay the Municipality at the rate of see attached / lane mile for acceptable work at the end of the fiscal year ending on June 30th:

Route	From	To	Lane Miles	Total Cost
see attached	see attached	see attached	see attached	\$29,278.87

Pavement maintenance does not include full depth patching and bituminous resurfacing. I.C.1 does not include traffic services and painting and structural repair to bridges.

- III. The Municipality further agrees to perform additional maintenance for the Department on primary roads as specifically described below:

In consideration thereof, the Department agrees to pay the Municipality the following amounts after the work has been completed:

- IV. This Supplemental Agreement may be terminated at any time by either party upon 30 days written notice.
- V. This Supplemental Agreement shall be in effect from July 1, 2025 to June 30, 2026 unless re-negotiated or terminated.

IN WITNESS WHEREOF, the parties hereto have set their hands, for the purposes herein expressed on the dates indicated below.

City of Grinnell

MUNICIPALITY

By _____

Print Name:

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

Allison Smyth, District 1 Engineer

Date _____

Grinnell								
From	To	miles	Total mi	2019 ADT	FY25 lane mile rate	# lanes	Lane miles	
US 6								
WCL	Prince Street	0.080	0.080	3000	\$ 2,315.25	2	0.160	\$ 370.44
Prince Street	Reed Street	0.152	0.232	4600	\$ 2,315.25	4	0.608	\$ 1,407.67
Reed Street	Iowa 146	0.302	0.534	5000	\$ 2,315.25	4	1.208	\$ 2,796.82
Iowa 146	Broad Street	0.167	0.701	6500	\$ 2,315.25	4	0.668	\$ 1,546.59
Broad Street	Summer Street	0.512	1.213	5600	\$ 2,315.25	4	2.048	\$ 4,741.63
Summer Street	Penrose Street	0.347	1.560	4500	\$ 2,315.25	4	1.388	\$ 3,213.57
						<i>Route Subtotal</i>		\$ 14,076.72
IA 146								
11th Ave	US 6	0.500	0.500	5400	\$ 2,315.25	2	1.000	\$ 2,315.25
Turn lanes at North leg at US 6		0.040	0.540	5400	\$ 2,315.25	2	0.080	\$ 185.22
US 6	1st Ave	0.503	1.043	8800	\$ 2,315.25	4	2.012	\$ 4,658.28
1st Ave	Washington Ave	0.201	1.244	10400	\$ 2,535.75	4	0.804	\$ 2,038.74
Washington Ave	Hy-Vee Drive	0.592	1.836	12100	\$ 2,535.75	4	2.368	\$ 6,004.66
						<i>Route Subtotal</i>		\$ 15,202.15
						Total		\$ 29,278.87

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Grinnell (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- 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);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Grinnell, 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 that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, 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 Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, 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.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient 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.
8. That this Assurance obligates the Recipient 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 Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority 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.

10. The Recipient 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.

By signing this ASSURANCE, City of Grinnell also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Grinnell gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Grinnell

(Name of Recipient)

by

(Signature of Authorized Official)

DATED

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the City of Grinnell will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Grinnell all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Grinnell and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Grinnell, its successors and assigns.

The City of Grinnell, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Grinnell will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Grinnell pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Grinnell will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Grinnell will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Grinnell and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by City of Grinnell pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Grinnell will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Grinnell will there upon revert to and vest in and become the absolute property of City of Grinnell and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 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); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of Grinnell

Agency Information

Name and title of administrative head:

Name: Dan Agnew Title: Mayor

Address: 520 4th Ave

City: Grinnell State: IA ZIP Code: 50112 County: Poweshiek

Phone/FAX: 641-236-2600 Email: dagnew@grinnelliowa.gov

Name and title of designated Title VI coordinator:

Name: Russell Behrens Title: Title VI Coordinator/City Manager

Address: 520 4th Ave

City: Grinnell State: IA ZIP Code: 50112 County: Poweshiek

Phone/FAX: 641-236-2600 Email: rbehrens@grinnelliowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, City of Grinnell
has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of Grinnell

Signature

Signature

Printed Name and Title

Dan F. Agnew, Mayor

Printed Name and Title

Date

Date

Title VI Non-discrimination Policy Statement

The _____ City of Grinnell _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ (Name of Person/Department) _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Printed Name and Title

Date

CITY OF GRINNELL

New info and procedures are highlighted and effective as of 4/1/2022

PUBLIC RIGHT-OF-WAY COMMUNICATIONS SYSTEM LICENSE APPLICATION ORDINANCE NO. 1060

**THIS APPLICATION WILL NOT BE FORMALLY REVIEWED FOR APPROVAL
UNTIL AFTER AN ON-SITE MEETING HAS
OCCURRED WITH THE INSTALLATION CREW**

1. Applicant: Windstream Iowa Communications, LLC 4005 N Rodney Parham Rd

Name

Little Rock, AR, 72212
City, State Zip

Address

870-414-3190
Telephone
2. **Contact Info for Installation Crew:** Natalia 4005 N Rodney Parham Rd

Name

Little Rock, AR, 72212
City, State Zip

Address

870-414-3190
Telephone
3. Application requires an engineering site plan for the proposed system that is to be placed within the City Right-of-way. Check off each of these items as they are included on the site plan:
 - ☒ Plans drawn to scale.
 - ☒ Street names.
 - ☐ Right-of-way widths.
 - ☐ Pavement widths.
 - ☐ Sidewalk location and width including sidewalk ramps.
 - ☒ Obstacles or improvements that are in or near the work area.
An example of such are: existing trees, fence, drainage structures, Water stop-boxes, ditches, and utility vaults.
 - ☒ Horizontal and vertical location and physical size of the proposed utility.
 - ☒ Proposed construction work method such as "open cut" or "bore".
 - ☐ A drawing and explanation of concrete or asphalt restoration.
 - ☐ Information regarding sod work and tree replacement.
 - ☐ Location of other existing utilities within the work area.
 - ☐ Typical detail sections where special attention is required for some restoration work.
 - ☐ Excavation soil replacement and compaction requirements. Aggregate replacement under street surfaces, soil backfill outside of 5' from edge of street surface.
 - ☐ Detailed time schedule.
 - ☒ Address of adjacent properties.
 - ☒ Legal description of communication system location.
4. List any other items of concern particular to this project:

5. **Pre-Installation Meeting:** Before any work begins an on-site meeting with a City of Grinnell Representative must occur to go over the proposed project and verify any hazards or issues that must be taken note of. Work that begins without this meeting may result in Civil Citations being issued against the parties listed on this application. This project will not be reviewed for approval until the on-site meeting has occurred.
6. **Administrative Fee:** An Administrative fee of \$50.00 shall be due and payable to the City Engineer at the time of filing of the initial license application and at the time of filing of each proposed amendment to the license. (Attach copy of receipt) Receipt No. _____.
7. **Use Fee: (Serving no additional customers)** If the licensed serves no customers other than itself, then in addition to the Administrative Fee, the licensee shall pay a use fee to the City Engineer at the time of filing of the initial license application. The amount of the use fee shall be the greater of the following two (2) amounts: \$100.00 or \$1.00 per lineal foot of route traversed by the communication line within any public right-of-way in a C-2 zone and \$0.50 per lineal foot in any other part of the city. At the time of filing of each proposed amendment to the license involving an increase in the length of route traversed within public right-of-way, the licensee shall pay to the City Engineer an additional fee computed at the rate of \$1.00 per lineal foot of additional route of traversed within any public right-of-way.

(Serving additional customers) If the licensed system serves customers other than the licensee itself, then, in addition to the administrative fee, the licensee shall pay an annual use fee to the City Engineer. The annual use fee shall be based on a license year ending on March 31 of each year, and the use fee for each license year shall be due and payable at the end of such year on March 31, or if the license has terminated during such year, on the date of termination. The amount of the annual use fee shall be the greater of the following two (2) amounts: \$100.00, or three percent of the gross revenues derived by the licensee from the sale or exchange of services in connection with the operation of the licensee's communications system within the public right-of-way during the license year. Each annual use fee payment shall be accompanied by a report from the licensee in a form approved by the City Manager and the city legal department showing the basis for the computation of the fee and such other relevant data as may be required by the City Manager and the city legal department. Each such report shall contain a notarized verification by the chief financial officer of the licensee, and upon request by the city, such reports shall be verified by a certified public accountant at the expense of the licensee.

Office Use Only

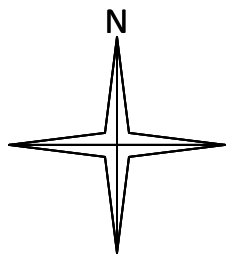
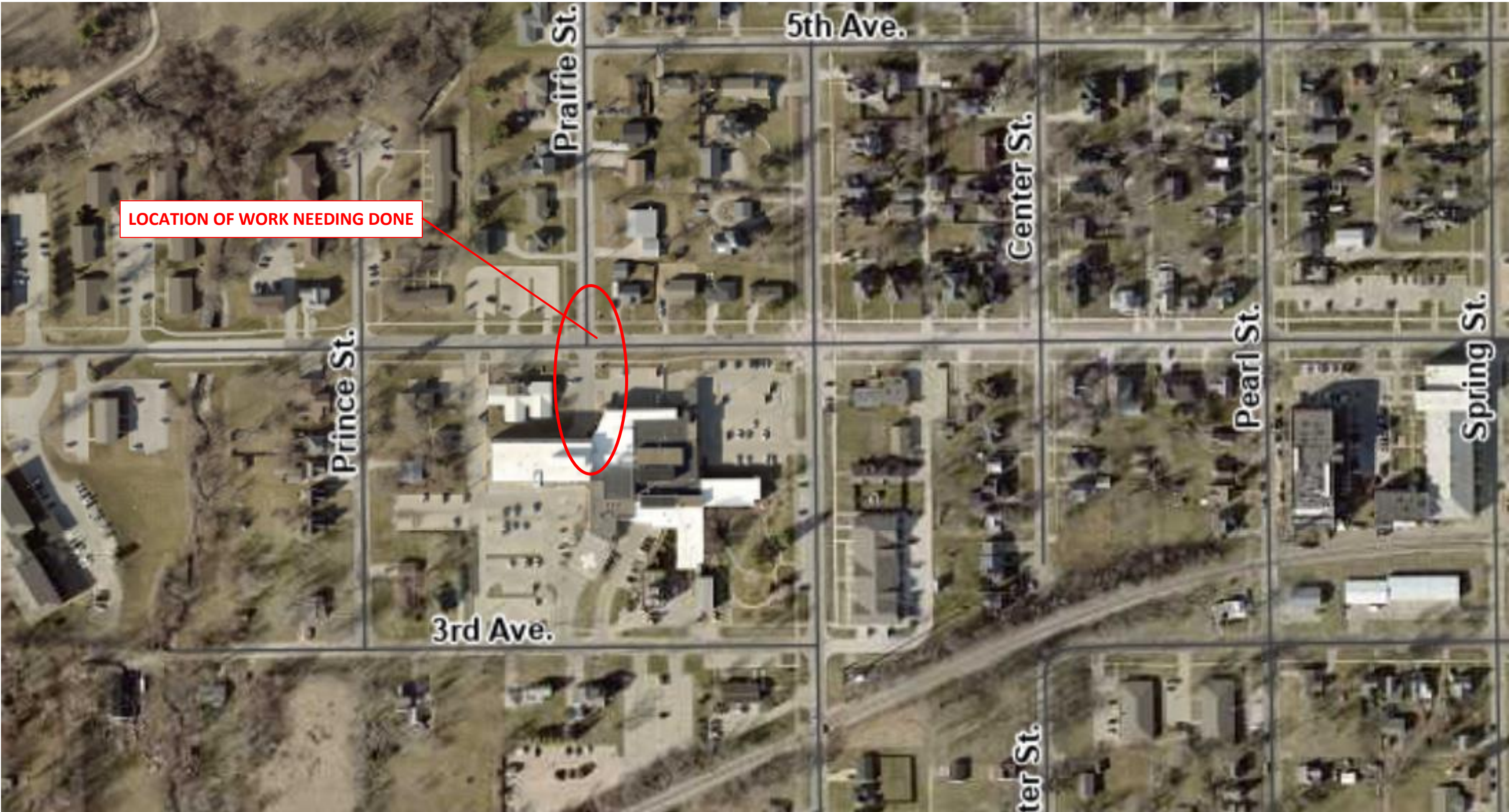
Fees:	Administrative Fee:	<u>\$50.00</u>
	Use Fee:	
	(No Additional Customers) Greater of \$100.00 or:	
	Linear Feet Within C-2: _____	x \$1.00 _____
	Linear Feet Outside C-2: _____	x \$0.50 _____
	Total:	\$ <u>50.00</u>

(Additional Customers) Greater of \$100.00 or 3% Gross Revenues from Services. Paid annually.

Date of Acceptance 4-14-2025

Date of Approval _____

Staff TA

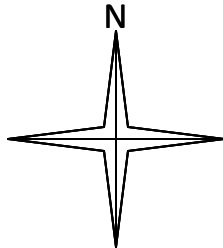
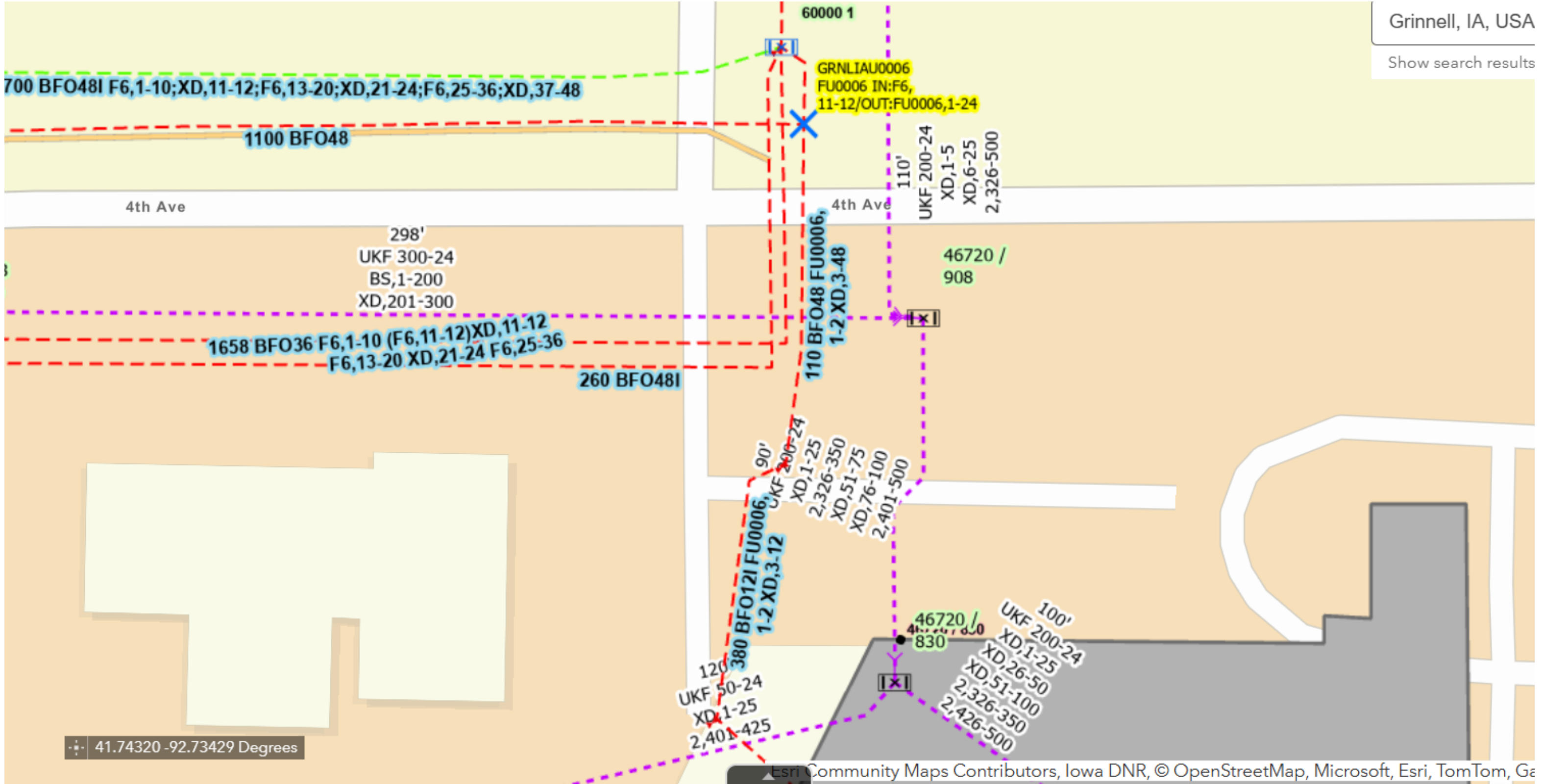


FROM THE HOSPITAL WE WILL HAVE A NEW CABLE FED FROM THE BUILDING TO A NEW HANDHOLE IN THE GRAVEL (SHOWN IN PIC) ALL IN DUCT ALREADY PRESENT. FROM HERE IT WILL GO NORTH IN DUCT ALREADY PRESENT TO PED 46720/908 WE WILL ADD DUCT FROM THIS PED TO NEW HANDHOLE JUST NORTH OF EXISTING HANDHOLE WHICH IS NOT OURS. OUR NEW HANDHOLE WILL HOLD SPLICE CASE FOR EXISTING CABLE AND NEW CABLE FROM HOSPITAL. CUT FIBER WHERE NEW HANDHOLE IN GRAVEL WILL BE AND PULL IT BACK TO NEW HANDHOLE ON SOUTH SIDE. SPLICE SHOULD COMPLETE WINDOW.



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: GRINNELL	DATE: 04/10/25
WO #: 13300046950058	
TITLE: RL GRNLIA REIT REMOVE FROM HH TO PLACE IN OUR HH	
DRWN: MAC	PRINT: 1 OF 4

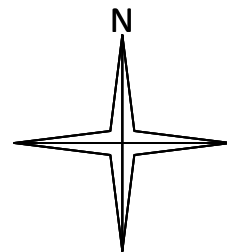
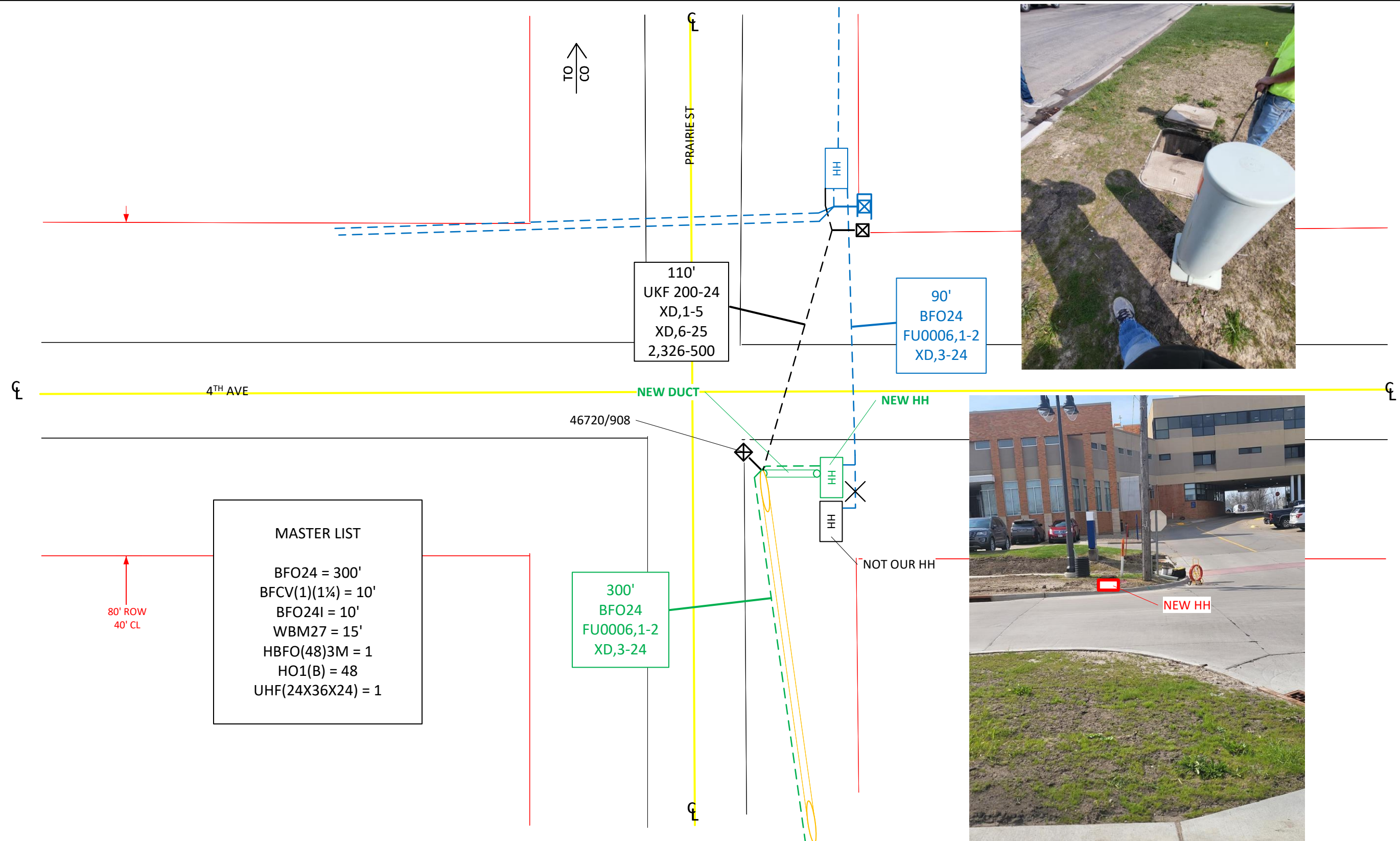


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EXCH NAME: GRINNELL	DATE: 04/10/25
WO #: 13300046950058	
TITLE: RL GRNLIA REIT REMOVE FROM HH TO PLACE IN OUR HH	
DRWN: MAC	PRINT: 2 OF 4



FROM THE HOSPITAL WE WILL HAVE A NEW CABLE FED FROM THE BUILDING TO A NEW HANDHOLE IN THE GRAVEL (SHOWN IN PIC) ALL IN DUCT ALREADY PRESENT. FROM HERE IT WILL GO NORTH IN DUCT ALREADY PRESENT TO PED 46720/908 WE WILL ADD DUCT FROM THIS PED TO NEW HANDHOLE JUST NORTH OF EXISTING HANDHOLE WHICH IS NOT OURS. OUR NEW HANDHOLE WILL HOLD SPLICE CASE FOR EXISTING CABLE AND NEW CABLE FROM HOSPITAL. CUT FIBER WHERE NEW HANDHOLE IN GRAVEL WILL BE AND PULL IT BACK TO NEW HANDHOLE ON SOUTH SIDE. SPLICE SHOULD COMPLETE WINDOW.



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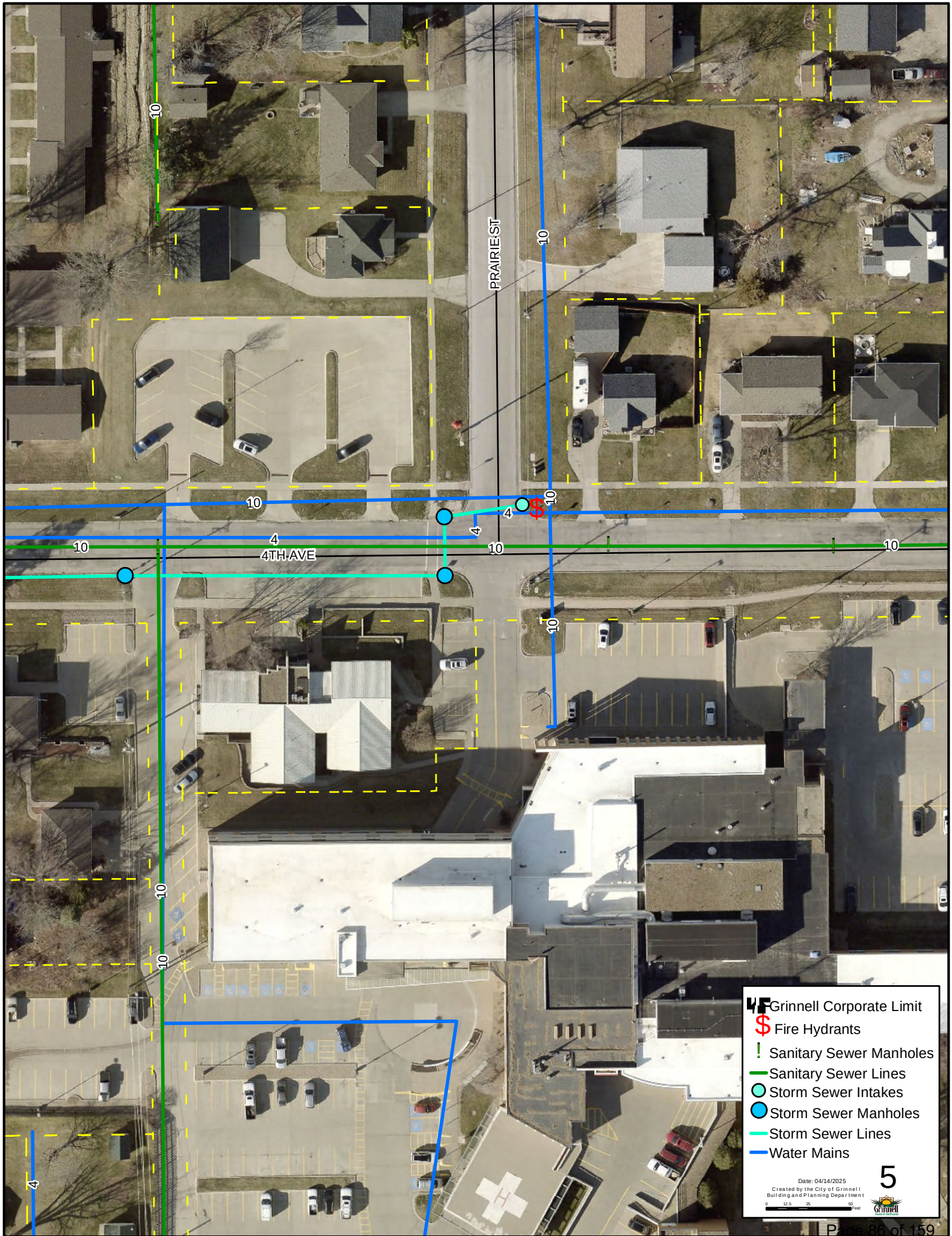
**CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION**

EXCH NAME: GRINNELL	DATE: 04/10/25
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WO #:	13300046950058
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TITLE:	RL GRNLIA REIT REMOVE FROM HH TO PLACE IN OUR HH
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DRWN:	MAC	PRINT:	4 OF 4
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 Grinnell Corporate Limit

 Fire Hydrants

 Sanitary Sewer Manholes

 Sanitary Sewer Lines

 Storm Sewer Intakes

 Storm Sewer Manholes

 Storm Sewer Lines

 Water Mains

Date: 04/14/2025
Created by the City of Grinnell
Building and Planning Department





**City of Grinnell Parks and Recreation Department
Special Event Application**

Event Name: GHS All Class Runion

Event Date: July / 3-5 / 2026

Event Location: Central Park

Sponsor Organization: Grinnell High School Alumni Association

Contact's Name & Title: Ben Latimer, President, GHSA

Address: (Street): 1510 Penrose Street c/o GPCF City, State, Zip: Grinnell, IA 50112

Cell Phone: 641-821-0336

Day Phone: 641-821-0336

Email: ben.latimer34@gmail.com

Event Type: ☒ Walk/Run ☐ Athletic Event ☒ Fair/Festival ☒ Outdoor Concert Other: _____
Circle all that apply

Event Time: Setup Start: 7/3 (8AM) Event Start: 7/3 (Noon) Event End: 7/5 (noon) Teardown End: 7/5 (2PM)

Event Description:

Attach additional pages if necessary.

Multi-Day festival with focus mostly on Friday 7/3 with food trucks, kids games,
throughout the park, culminating with a multi group live music show in the amphitheater on Friday Evening.
Saturday daytime events are TBD and will be schedule not to interfere with the city's parade and fireworks.
Sunday Morning there will be a non-denominational church service in the amphitheater.

Estimated Attendance: 1000

Number of Pedestrians: TBD

Number of Vehicles: 5-10

Admission/Registration Fees? ☐ Y ☒ N If Yes, How much _____

Product sales on site? ☒ Y ☐ N If Yes, a peddlers permit will need to be obtain. You can apply at the City Clerk's office 30 days prior to event.

Will beer be served or sold? ☒ Y ☐ N If Yes, a license to sell alcohol is needed. A liquor license application will need to be completed through the Iowa Alcoholic Beverage Division. Once completed it will be forwarded onto the City of Grinnell and the City Council for approval 60 days prior to event.

Will you use inflatables? ☒ Y ☐ N Need to provide copy of Liability Insurance (\$2 million coverage) and the City of Grinnell as an additional insured party.

Will you need access to a water source?	Y	☒ N	If Yes, what is the water to be used for? _____
Will you use amplified sound?	☒ Y	N	If Yes, what type of sound? <u>Live bands</u>
Will you be having at band?	☒ Y	N	If Yes, please provide who they are and contact info <u>TBD</u> Alumni groups, possibly Whiplash (Ben Latimer) + Mojo Machine (Chris Suttlif)
Will you need access to electricity?	☒ Y	N	If Yes, please explain specific equipment used and amperage needed _____ <u>Ampitheatre will cover power needs</u>
Is there special set-up will need the City to provide?	Y	☒ N	If Yes, please explain _____
Will you install event signs off park premises?	Y	☒ N	If Yes, please see City Code Chapter 157.
Will there need to be street closures?	☒ Y	N	If Yes, this needs to be requested and approved by City Council at least 60 days prior to event.

If any of the following questions were marked "Y" then the renter will need to provide copies of the correct documentation needed for the event to be approved. It should be fully understood the Grinnell Parks and Recreation Department has the authority to grant or deny permission for this event. If approved a Park Pavilion rental agreement must also be filled out, signed, and paid for.

BEN LATIMER

4/7/2025

Renter's Signature

Date

Office Use Only:

Correct Documentation Supplied: Y____ N____	What's needed: _____
Will the event need access to all Park facilities: Y____ N____	
Will the event conflict with any existing events: Y____ N____	
Event Approved _____	Event Denied _____
Reason for Denial: _____	
If approved begin process of renting pavilion.	
Staff: _____	Date: _____



City of Grinnell Parks and Recreation Department Special Event Application

Event Name: Farm and Food Celebration Event Date: 06 / 13 / 2025

Event Location: Grinnell area- Grinnell College, Local Farms, Grinnell Central Park

Sponsor Organization: Iowa State University Extension and Outreach, Farm Food and Enterprise Development

Contact's Name & Title: Chelsea Krist, Farm to School and Early Care Program Manager

Address: (Street): 2625 N Loop Dr Ste 2430 City, State, Zip: Ames, IA 50010

Cell Phone: 563-940-5146 Day Phone: 563-940-5146 Email: cekrist@iastate.edu

Event Type: Walk/Run Athletic Event Fair/Festival Outdoor Concert Other: Community Dinner
Circle all that apply

Event Time: Setup Start: 1:00 pm Event Start: 5:00 pm Event End: 7:00 pm Teardown End: 8:00 pm

Event Description:

Attach additional pages if necessary. Our team is thrilled to host this bi-annual event in Grinnell for 2025! We are working closely with Tommy Hexter, at Grinnell Farm to Table, to organize a day of learning about Grinnell's local food system: including farmer story-telling (at Grinnell College, in the morning), tours to the food hub and three local farms (in the afternoon), and a local food community dinner (in the evening, ideally at Central Park). We are requesting to rent the park (shelter and stage) for the afternoon and early evening on the 13th. After farm tours conclude, attendees will meet for a causal, delicious local food dinner, prepared by Chef Kamal Hammouda of The Iowa Kitchen, located in Grinnell. We will utilize on-site tables and rent additional tables to provide seating for around 100 guests (estimate). The meal will be served buffet style. We will contact with Wild Culture Kombucha to offer non-alcoholic drink options. We will have a musician perform a short set during dinner (5:30-6:30pm). Our planning team commits to running an organized, high-quality event that is respectful of the space and the time allotted to us to use this beautiful, community asset- Grinnell Central Park.

Estimated Attendance: 100 Number of Pedestrians: 100 Number of Vehicles: 30

Admission/Registration Fees?	☒ Y	☐ N	If Yes, How much <u>\$100 for full day, \$50 for dinner only</u>
Product sales on site?	☐ Y	☒ N	If Yes, a peddlers permit will need to be obtain. You can apply at the City Clerk's office 30 days prior to event.
Will beer be served or sold?	☐ Y	☒ N	If Yes, a license to sell alcohol is needed. A liquor license application will need to be completed through the Iowa Alcoholic Beverage Division. Once completed it will be forwarded onto the City of Grinnell and the City Council for approval 60 days prior to event.
Will you use inflatables?	☐ Y	☒ N	Need to provide copy of Liability Insurance (\$2 million coverage) and the City of Grinnell as an additional insured party.

Will you need access to a water source?	Y	N	If Yes, what is the water to be used for? _____ _____
Will you use amplified sound?	Y	N	If Yes, what type of sound?  Live music, jazz or guitar _____
Will you be having at band?	Y	N	If Yes, please provide who they are and contact info <u>We are confirming. TBD</u> _____
Will you need access to electricity?	Y	N	If Yes, please explain specific equipment used and amperage needed _____ <u>We only need electricity for the band, nothing special</u>
Is there special set-up will need the City to provide?	Y	N	If Yes, please explain _____ _____
Will you install event signs off park premises?	Y	N	If Yes, please see City Code Chapter 157.
Will there need to be street closures?	Y	N	If Yes, this needs to be requested and approved by City Council at least 60 days prior to event.

If any of the following questions were marked "Y" then the renter will need to provide copies of the correct documentation needed for the event to be approved. It should be fully understood the Grinnell Parks and Recreation Department has the authority to grant or deny permission for this event. If approved a Park Pavilion rental agreement must also be filled out, signed, and paid for.

Chelsea Krist	April 1st, 2025
_____	_____
Renter's Signature	Date

Office Use Only:

Correct Documentation Supplied: Y____ N____ What's needed: _____

Will the event need access to all Park facilities: Y____ N____

Will the event conflict with any existing events: Y____ N____

Event Approved _____ Event Denied _____

Reason for Denial: _____

If approved begin process of renting pavilion.

Staff: _____ Date: _____

RESOLUTION NO. 2025-55

RESOLUTION APPROVING A PROJECT PROPOSAL WITH HOMEREVISIONS LLC., FOR REPAIRS AND UPDATES OF THE BAILEY PARK SHELTER HOUSE.

WHEREAS, the city of Grinnell desires to make repairs and updates to the Bailey Park Shelter House; and

WHEREAS, HomeRevisions LLC. has submitted an agreement to complete the repairs and updates to the Bailey Park Shelter House in the amount of \$62,254.00; and

WHEREAS, the city of Grinnell have reviewed the agreement and agree to terms and conditions described within; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa, that the Mayor is hereby directed and authorized to sign the Project Proposal with HomeRevisions LLC.

Passed and approved this 21st day of April 2025.

Dan F. Agnew, Mayor

ATTEST:

Alyssa Devig, City Clerk/Finance Director

PREPARED BY
Nick Darland

HomeRevisions, LLC

(641) 260-1079

nick@homerevisionsiowa.com

725 Penrose St, Grinnell, IA 50112, USA

PREPARED FOR
Jordan Allsup

City of Grinnell - Parks and Rec

(641) 236-2620

jallsup@grinnelliowa.gov

PROPOSAL DETAILS
City of Grinnell

Scenic Shelter House Kit - New Build

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Scenic Shelter Kit Installation Build kit in specifications of plans provided by City of Grinnell	1	\$9,750.00	\$9,750.00
Roofing Labor (Asphalt Shingles) Install Owner provided Architectural Shingle PKG	17 Squares	\$65.00	\$1,105.00
Electrical S&S Bid	1	\$6,150.00	\$6,150.00
Plumbing Latcham Enterprises Bid	1	\$7,600.00	\$7,600.00
Concrete Pad and Sidewalks Pourboy Construction Bid	1	\$22,773.00	\$22,773.00
Stain, Paint & Misc. Consumables Budget Line	1	\$2,200.00	\$2,200.00
Paint & Stain Labor Paint (2) Doors and Stain exterior cedar wood.	1	\$4,800.00	\$4,800.00
Management Fee HomeRevisions Construction Management Fee - 20%	1	\$10,876.00	\$10,876.00
SUBTOTAL			\$65,254.00
TAX			\$0.00
TOTAL			\$65,254.00

The above specifications, costs, and terms are hereby accepted.

CUSTOMER'S SIGNATURE

DATE

RESOLUTION NO. 2025-56

**RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR IOWA DEPARTMENT OF TRANSPORTATION
AIRPORT FUNDING AND CERTIFYING ELIGIBILITY REQUIREMENTS**

WHEREAS the City of Grinnell intends to apply for a grant from the Iowa Department of Transportation for partially funding improvements at the Grinnell Regional Airport further described below:

- Reconstruct Parking Apron (Apron and Areas within 50' of Terminal Building)

WHEREAS the City of Grinnell has/will budget \$75,000.00 for the Reconstruct Parking Apron improvement project as matching funds in connection with the application of the grant from the Iowa DOT; and

WHEREAS if the Reconstruct Parking Apron improvement project is selected by the Iowa Department of Transportation for funding, a grant would pay 80% of the project cost and the remaining 20% shall be paid from local funds; and

WHEREAS the Iowa Department of Transportation requires a resolution endorsing the above-mentioned improvements and certifying availability of matching local funds.

WHEREAS a grant application has been prepared on behalf of the City of Grinnell by Bolton & Menk, Inc., for the above-mentioned improvements.

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

1. Staff are hereby authorized to execute grant application documents as need to apply for the grant from the Iowa DOT for the above-mentioned improvements.
2. Staff are hereby authorized to submit a grant application to the Iowa DOT for the above-mentioned improvements.
3. \$75,000.00 is hereby committed for the Reconstruct Parking Apron (Apron and Areas with 50' of Terminal Building) improvement project as the local matching share, subject to receipt of a grant from the Iowa Department of Transportation.

Passed this 21st day of April 2025 and signed this 21st day of April 2025.

By: _____
Dan Agnew, Mayor

Attest: _____
Alyssa Devig, City Clerk

AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- ☒ Airport State Funding Application Checklist
- ☒ Project data sheet, including a detailed cost breakdown. Use one for each project.
- ☒ City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- ☒ Five-Year Capital Improvement Program (CIP)
- ☒ Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- ☒ Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- ☒ Protective land use zoning and/or planning (please answer the following).

Height zoning	☒ Yes	Date adopted <u>2015</u>	☐ No	☐ Pending
Land use planning/zoning	☒ Yes	Date adopted _____	☐ No	☐ Pending
Comprehensive plan adopted with airport land use included	☐ Yes		☐ No	☐ Pending
Other (please explain) _____				
- ☒ Provide verification that you have either updated the www.basedaircraft.com website or submitted based aircraft N - numbers to Iowa DOT Aviation.
- ☒ Minority Impact Statement (Iowa DOT Form 105101C)

Send **one signed** copy of the application materials to the address listed below.

Please e-mail the signed application to:

aviation@iowadot.gov

AIRPORT STATE FUNDING APPLICATION

Airport Name: Grinnell Regional Airport

Airport Sponsor Name: City of Grinnell

Contact Person: Russ Behrens Title: City Manager

Address: 520 4th Avenue

City: Grinnell State: IA ZIP Code: 50112-1947

Daytime Phone: 641-236-2600 E-mail: rbehrens@grinnelliowa.gov

FAX: 641-236-2626

Project Description: If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.				
	Project Type	Total Project Amount	State Amount Requested	Percent State Share
Reconstruct Parking Apron (Apron and Areas within 50' of Terminal Building)	AIP	\$375,000	\$300,000	80%

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

City Manager

Signature of Authorized Sponsor's Representative _____ Title _____

Russ Behrens _____ Date: 04/21/2025

Typed Name _____

e-Mail the signed application to: Shane.Wright@iowadot.us

AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal Year: 2026

Submit a separate data sheet for each project.

Airport:	Grinnell Regional Airport	Date:	4/21/2025												
Funding Program:	☒ Airport Improvement Program (AIP) Commercial Service Vertical Infrastructure Program (CSVI) General Aviation Vertical Infrastructure Program (GAVI)														
Project Description:	Reconstruct Parking Apron (Apron and Areas within 50' of Terminal Building)														
Engineering Firm (If unknown, write unknown):	Bolton & Menk														
Shown on current Airport Layout Plan (ALP)	☒ Yes ☐ No		Current ALP Date:												
Sketch:	Attach separate sketch from ALP if applicable.														
Project Justification (Include detailed information and data to support need):	The parking apron is in need of replacement. It is exhibiting D cracking and ASR distresses. Without replacement it generates FOD in the busiest part of the apron where transient aircraft pull up to the terminal building and pilots go to fuel aircraft. In addition the FAA will not fund the pavement within 50' of the terminal building per the AIP handbook. Paving the apron to the existing limits is important to the airports operations. This project will be done in conjunction with FAA project. FAA funds are planed for a design project in FY 2025 and construction in FY26. The airport will have the design grant from FAA in hand in the summer of 2025. Bidding is expected in the spring of 2026. Recently the airport, the Iowa DOT and FAA completed a similar funded project to replace the taxilane through the apron. In addition to the apron pavement, the project will also add paving between two existing hangars owned by the airport to facilitate snow removal and ensure that snow doesn't pile up preventing access to the hangar buildings or create safety concerns for taxiing aircraft.														
Detailed Cost Estimate (Attach separate sheet if necessary):	See attached cost estimate <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Amount</th> <th style="text-align: center;">Percentage</th> </tr> </thead> <tbody> <tr> <td>Total Project Cost:</td> <td style="text-align: center;"> \$375,000.00 </td> <td style="text-align: center;"> 100% </td> </tr> <tr> <td>Local Share:</td> <td style="text-align: center;"> \$75,000.00 </td> <td style="text-align: center;"> 20% </td> </tr> <tr> <td>Requested State Share:</td> <td style="text-align: center;"> \$300,000.00 </td> <td style="text-align: center;"> 80% </td> </tr> </tbody> </table>				Amount	Percentage	Total Project Cost:	\$375,000.00	100%	Local Share:	\$75,000.00	20%	Requested State Share:	\$300,000.00	80%
	Amount	Percentage													
Total Project Cost:	\$375,000.00	100%													
Local Share:	\$75,000.00	20%													
Requested State Share:	\$300,000.00	80%													

 Signature

 City Manager

 Sponsor's Title

Please e-mail the signed application to: Shane.Wright@iowadot.us

Reconstruct Parking Apron (Apron and Areas with 50' of Terminal Building)									
No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	State	80%	Local	20%
1	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00		\$ 7,000.00	
2	TRAFFIC CONTROL	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00		\$ 800.00	
3	CONSTRUCTION SURVEY	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00		\$ 1,000.00	
4	PAVEMENT REMOVAL	1,025	SY	\$ 15.00	\$ 15,375.00	\$ 12,300.00		\$ 3,075.00	
5	REMOVAL OF STOM SEWER PIPE, 24" AND LESS	135	LF	\$ 50.00	\$ 6,750.00	\$ 5,400.00		\$ 1,350.00	
6	EXCAVATION & GRADING	500	CY	\$ 25.00	\$ 12,500.00	\$ 10,000.00		\$ 2,500.00	
7	CEMENT TREATED SUBGRADE, 12"	1,450	SY	\$ 10.00	\$ 14,500.00	\$ 11,600.00		\$ 2,900.00	
8	CEMENT, 10%	75	TON	\$ 250.00	\$ 18,750.00	\$ 15,000.00		\$ 3,750.00	
9	RECYCLED CONCRETE AGGREGATE SUBBASE, 6"	1,400	SY	\$ 15.00	\$ 21,000.00	\$ 16,800.00		\$ 4,200.00	
10	PCC PAVING, 6"	1,400	SY	\$ 80.00	\$ 112,000.00	\$ 89,600.00		\$ 22,400.00	
11	PAVEMENT MARKINGS	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00		\$ 800.00	
12	SUBDRAIN TILE, 6"	800	LF	\$ 30.00	\$ 24,000.00	\$ 19,200.00		\$ 4,800.00	
13	SUBDRAIN CLEANOUTS	5	EA	\$ 750.00	\$ 3,750.00	\$ 3,000.00		\$ 750.00	
14	MISCELLANEOUS	1	LS	\$ 29,875.00	\$ 29,875.00	\$ 23,900.00		\$ 5,975.00	
Subtotal					\$ 306,500.00	\$ 245,200.00		\$ 61,300.00	
PROJECT DEVELOPMENT / SCOPING					\$ -	\$ -		\$ -	
DESIGN ENGINEERING					\$ 25,000.00	\$ 20,000.00		\$ 5,000.00	
CONSTRUCTION ENGINEERING					\$ 40,000.00	\$ 32,000.00		\$ 8,000.00	
GRANT ADMINISTRATION					\$ 2,500.00	\$ 2,000.00		\$ 500.00	
DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN					\$ -	\$ -		\$ -	
ESTIMATED CITY ADMINISTRATION					\$ 1,000.00	\$ 800.00		\$ 200.00	
Reconstruct Parking Apron (Apron and Areas with 50' of Terminal Building)					\$ 375,000.00	\$ 300,000.00		\$ 75,000.00	



FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Grinnell Regional, GGI, Grinnell, Iowa

Prepared by: Bolton & Menk

Sponsor's E-mail: rbehrens@grinnelliowa.gov

Date Prepared: April 21, 2024

Sponsor's Signature: _____

Sponsor's Phone: (641) 236-2600

Printed Name: Russ Behrens

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2026	Reconstruct Parking Apron - Design and Construction (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	300,000.00 75,000.00 375,000.00
2026	Reconstruct Parking Apron - Construction	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	341,000.00 259,000.00 66,666.00 666,666.00
2027	Land Acquisition for Parallel Taxiway	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	90,000.00 10,000.00 100,000.00
2027	Airport Master Plan (Remove Crosswind Runway from ALP) (Iowa DOT Funded)	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	280,000.00 70,000.00 350,000.00
2028	Replace AWOS <i>(No Paved Access, Use Existing Grass Access Off Parallel Taxiway, Power Cables Replaced Previously, Needs New Data or RF Communication Only)</i>	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	270,000.00 30,000.00 300,000.00

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Grinnell Regional, GGI, Grinnell, Iowa

Prepared by: Bolton & Menk

Sponsor's E-mail: rbehrens@grinnelliowa.gov

Date Prepared: December 16, 2024

Sponsor's Signature: _____

Sponsor's Phone: (641) 236-2600

Printed Name: Russ Behrens

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2028	Airport Watermain	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 420,000.00 105,000.00 525,000.00
2029	Partial Parallel Taxiway - Design	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 25,000.00 250,000.00
2030	Partial Parallel Taxiway - Construction	Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	 120,000.00 1,200,000.00
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	
		Federal: \$ BIL: \$ State: \$ Local: \$ Total: \$	





Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

☐ Women ☐ Persons with a Disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other _____

☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

The proposed grant projects are located within the confines of the Grinnell Regional Airport property boundaries. The Grinnell Regional Airport is a publicly owned facility. The purpose of the proposed improvement(s) is to benefit all users of the airport facility (including minority persons). There is no indication that the proposed improvement(s) will have a disproportionate or unique impact, positive or negative, on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: Russ Behrens

Title: City Manager

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

**RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION FOR IOWA DEPARTMENT OF TRANSPORTATION
AIRPORT FUNDING AND CERTIFYING ELIGIBILITY REQUIREMENTS**

WHEREAS the City of Grinnell intends to apply for a grant from the Iowa Department of Transportation for partially funding improvements at the Grinnell Regional Airport further described below:

- Reconstruct Parking Apron (Apron and Areas within 50' of Terminal Building)

WHEREAS the City of Grinnell has/will budget \$75,000.00 for the Reconstruct Parking Apron improvement project as matching funds in connection with the application of the grant from the Iowa DOT; and

WHEREAS if the Reconstruct Parking Apron improvement project is selected by the Iowa Department of Transportation for funding, a grant would pay 80% of the project cost and the remaining 20% shall be paid from local funds; and

WHEREAS the Iowa Department of Transportation requires a resolution endorsing the above-mentioned improvements and certifying availability of matching local funds.

WHEREAS a grant application has been prepared on behalf of the City of Grinnell by Bolton & Menk, Inc., for the above-mentioned improvements.

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

1. Staff are hereby authorized to execute grant application documents as needed to apply for the grant from the Iowa DOT for the above-mentioned improvements.
2. Staff are hereby authorized to submit a grant application to the Iowa DOT for the above-mentioned improvements.
3. \$75,000.00 is hereby committed for the Reconstruct Parking Apron (Apron and Areas with 50' of Terminal Building) improvement project as the local matching share, subject to receipt of a grant from the Iowa Department of Transportation.

Passed this 21st day of April 2025 and signed this 21st day of April 2025.

City of Grinnell, Iowa

By: _____
Dan Agnew, Mayor

Attest: _____
Alyssa Devig, City Clerk

RESOLUTION NO. 2025-57

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BLISS STREET/8TH AVENUE PAVING PROJECT FOR THE CITY OF GRINNELL, IOWA.

WHEREAS, on the 7th day of April 2025 plans, specifications, estimate of cost and form of contract were filed for the Bliss Street/8th Avenue Project for the city of Grinnell, Iowa;

WHEREAS, notice of hearing on plans, specifications, estimate of cost and form of contract for said improvement was published as required by law;

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

Section 1. That the said plans, specifications, estimate of cost and form of contract are hereby approved as the plans, specifications, estimate of cost and form of contract for said improvements, as described in the preamble of this Resolution.

Where upon Mayor Agnew declared this resolution duly passed and approved this 21st day of April 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director

RESOLUTION NO. 2025-58

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BROAD STREET INLAY PROJECT FOR THE CITY OF GRINNELL, IOWA.

WHEREAS, on the 7th day of April 2025 plans, specifications, estimate of cost and form of contract were filed for the Broad Street Inlay Project for the city of Grinnell, Iowa;

WHEREAS, notice of hearing on plans, specifications, estimate of cost and form of contract for said improvement was published as required by law;

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

Section 1. That the said plans, specifications, estimate of cost and form of contract are hereby approved as the plans, specifications, estimate of cost and form of contract for said improvements, as described in the preamble of this Resolution.

Where upon Mayor Agnew declared this resolution duly passed and approved this 21st day of April 2025.

Dan F. Agnew, Mayor

Attest:

Alyssa Devig, City Clerk/Finance Director



**GRINNELL PUBLIC SAFETY COMMITTEE MEETING
MONDAY, APRIL 21, 2025, AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/98833969783?pwd=tmVX7oxcEFbUaa9NqElsEMzAslAPyx.1>

Meeting ID: 988 3396 9783

Passcode: 313742

Find your local number: <https://zoom.us/j/98833969783?pwd=tmVX7oxcEFbUaa9NqElsEMzAslAPyx.1>

TENTATIVE AGENDA

ROLL CALL: White (Chair), Hueftle-Worley, Davis

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider Grinnell Chamber of Commerce's request for approval of Streateries for 2025.
2. Consider a request from the Grinnell Rotary Club to close the west side of Park Street from 4th to 5th Avenue and the south side of 5th Avenue from Park to Broad Street beginning June 4, 2025 at 5:00 p.m. until June 5, 2025 at 9:00 p.m. for their annual Barbeque.
3. Consider a request from Grinnell College to close 8th Avenue between Park and East Street on May 12, 2025 from 2:00 p.m. until 9:00 p.m. for their annual Front Yard BBQ.
4. Consider approval of a request from the Chamber of Commerce to close parking spaces and/or sidewalks from Borad Street to Commercial Street and 4th Avenue to Park Street, on Thursdays from 3:00 p.m. to 6:00 p.m. and Saturdays from 9:30 a.m. to 12:00 p.m. beginning May 8, 2025, to October 18, 2025, for the Farmers Market.

INQUIRIES:

ADJOURNMENT

RE: Streateries

From Russ Behrens <RBehrens@grinnelliowa.gov>
Date Mon 4/7/2025 11:22 AM
To Rachael Kinnick <rachael@getintogrinnell.com>
Cc Alyssa Devig <adevig@grinnelliowa.gov>

Hi Rachael,

I really do not know if it needs to be on the agenda but just to be safe let's put it on the April 21, 2025, Planning Committee agenda.

Thanks.

Russell L. Behrens
Grinnell City Manager
520 4th Avenue
Grinnell, Iowa 50112
(641) 236-2600 office
(641) 990 6372 cell
rbehrens@grinnelliowa.gov
He/him/his

From: Rachael Kinnick <rachael@getintogrinnell.com>
Sent: Friday, March 28, 2025 3:54 PM
To: Russ Behrens <RBehrens@grinnelliowa.gov>
Subject: Streateries

Hi Russ -- Now that the weather is warming, it's time to get this on the books again! Does this need to go to council or is it considered already approved (there seemed to be some confusion around this after last year's meeting in which there may have been mention of not needing to re-approve annually?). Prairie Canary and Grinnell Craft Brewhouse have both expressed interest in participating again; I have not yet talked with any other businesses about potential interest. We would like for them to be up and ready for business by May 1 to capitalize on a few very busy weekends the first part of May.

Thanks,
Rachael

Rachael Kinnick
President and CEO
Grinnell Area Chamber of Commerce
office: 641-236-6555
cell: 641-260-1858
www.getintogrinnell.com

[Schedule a quick chat!](#)

Check out [Grinnell's Community Events & Activities!](#)

April 14-25

DEAR Mayor & City Council

It's time for the ANNUAL Rotary Barbeque. So

Could we please have the west side of Park 4th

to fifth and south side of fifth Park to Broad blocked

all day as lunch & dinner event

off for June 5 - Thursday with could we also have

June 4th at 5:00 on Wednesday.

4 garbage containers and four picnic tables delivered

to Methodist church yard that Am also. Again

Thanks for you consideration in this ANNUAL EVENT

for Rotary and we as a club and me appreciate

your help! Thanks so much

ALLEY 5th AVE.

Grinnell Rotary Club

Jim White

Park Street

To hotel Grinnell

Street Closure

From Ferriss, Jenny <ferrissj@grinnell.edu>

Date Tue 4/8/2025 3:22 PM

To Alyssa Devig <adevig@grinnelliowa.gov>

Hi Alyssa!

We would like to request the closure of 8th Ave between Park and East Street for the annual Front Yard BBQ, hosted by Grinnell College Dining on Monday, May 12th. We are hoping to have the street closed from 2:00 p.m. to 9:00 p.m. to allow enough time for event setup and tear down.

Thank you for considering this request!

Jenny Ferriss

Coordinator of Commencement and Conferences

 **Grinnell College**

Event Coordination and Scheduling

Joe Rosenfield Center, Suite 206
1115 8th Ave.
Grinnell, IA 50112

Direct: 641.269.3179

ferrissj@grinnell.edu



April 7, 2025

Alyssa Devig
City of Grinnell
520 4th Avenue
Grinnell, IA 50112

Dear Alyssa,

I write today to ask permission to have parking spaces and/or sidewalks closed for the 2025 Farmers Market season. Market is set to begin Thursday, May 8 and run Thursdays & Saturdays through October 18, 2025. Times for the market will be adjusted slightly from previous years: 3-6 PM on Thursday afternoons and 9:30 AM-Noon on Saturdays.

We intend to have vendors back in to stalls, similar as years past, and utilize the sidewalks for their booths. We are requesting the use of parking spaces and sidewalks from Broad to Commercial Street and 4th Avenue to Park Street to accommodate.

We ask that the City staff notifies Chamber staff of any requests that are approved for events in Central Park and surrounding streets that will overlap with market day and times. We plan to be in contact as groups/organizations plan events in and around Central Park that coincide with market. Market will work to make appropriate accommodations but if the market is to be severely disrupted, the market may be canceled for that day.

We are also aware of potential construction in the northwest corner of the park that may need to be addressed when plans and dates are made final, and would ask that the city keep us informed of progress as this project begins to move forward.

If you have any questions, or need any additional information from us, please feel free to contact the chamber at 641-236-6555. We appreciate the Council's consideration of this request.

Regards,
Rachael Kinnick
Grinnell Area Chamber of Commerce
cc: Russ Behrens, Carl Eggermont, Mike McClelland, Dan Johnson



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, APRIL 21, 2025, AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY
HALL AND VIA ZOOM**

Join Zoom Meeting

<https://zoom.us/j/98308725883?pwd=Lr0BQQdt3twbKphmjkmmCIAuVmZl4e.1>

Meeting ID: 983 0872 5883

Passcode: 354309

Find your local number: <https://zoom.us/u/a7aRU2WVj>

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Wray

PERFECTING AND APPROVAL OF AGENDA:

COMMITTEE BUSINESS:

1. Consider approval of a resolution approving updates to the Personnel Policy for the city of Grinnell. (See Resolution No. 2025-59)

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2025-59

**A RESOLUTION ADOPTING THE AMENDED CITY OF GRINNELL PERSONNEL
POLICY MANUAL**

WHEREAS, Ahlers & Cooney, P.C., Des Moines, Iowa has performed an annual review of the Personnel Policy Manual; and

WHEREAS, after the review the Personnel Policy Manual has been updated with the recommendations from Ahlers & Cooney, P.C.; and

WHEREAS, all employees are city employees and shall be governed by the City Personnel Policy Manual; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the city of Grinnell that the city of Grinnell Personnel Manual shall become effective April 21, 2025, as amended.

PASSED AND APPROVED this 21st day of April 2025.

DAN F. AGNEW, MAYOR

ATTEST:

ALYSSA DEVIG, CITY CLERK/FINANCE DIRECTOR



CITY OF GRINNELL

PERSONNEL POLICY MANUAL

Amended March 4, 2019 - Resolution No. 2019-20

Amended August 5, 2019 – Resolution No. 2019-72

Amended September 3, 2019 – Resolution No. 2019-85

Amended April 20, 2020 – Resolution No. 2020-65

Amended June 20, 2022 – Resolution No. 2022-119

Amended June 5, 2023 – Resolution No. 2023-120

Amended May 20, 2024 – Resolution No. 2024-118

Amended June 17, 2024 – Resolution No. 2024-154

Amended _____, 2025 – Resolution No. _____

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PERSONNEL POLICY MANUAL

INTRODUCTION

A. PURPOSE AND INTENT

The city of Grinnell's Personnel Policy Manual describes the official policies and procedures guiding the city's actions with regard to personnel matters. It is intended to guide and direct staffing and personnel management under routine situations. By providing clear policy and procedures, the manual will contribute to a professional working environment in which roles and responsibilities are understood and accepted. This manual is not a contract, nor does it form the basis for a contract of employment. Employees of Grinnell are considered employees-at-will, unless they are covered by civil service laws of the Iowa State Code. These policies may be changed by the City as it desires, with or without notice to the employees.

SECTION 1. RESPONSIBILITY FOR ADMINISTRATION:

A. CITY MANAGER: It is the City Manager's responsibility to carry out the City Personnel Program including administration of the position Classification and Pay Plans. The City Manager may assign other City employees to assist in the administration of regulation. The City Manager is authorized and directed to administer the provisions of this manual and shall have the responsibility to establish detailed procedures he/she deems necessary to further explain or clarify the provisions contained herein. Employees covered by this manual shall be subject to applicable administrative policies, work rules and other regulations established by the City Council, Supervisor or City Manager.

The provisions of this policy shall not be construed as limiting in any way the power and authority of a department manager to establish departmental rules and regulations governing the conduct and performance of employees under his or her supervision. Such departmental rules and regulations shall not be in conflict with the provisions of this manual.

B. EMPLOYEES COVERED: It is the policy of the City to extend equal employment opportunities to all employees and applicants for employment. Positions in the City shall be open to all applicants who meet the qualifications established for the position for which the application is made. The provisions of this policy shall be applied equally to all regular full-time and part-time employees without discrimination as to mental or physical ability, age, sex, sexual orientation, gender identity, marital status, race, color, religion, national origin, pregnancy, genetic information, political affiliation, or any other classification protected by local, state, or federal law. Complaints involved in allegations of discrimination shall not be a proper subject for the grievance procedure set forth in this policy or the civil service appeal procedure set forth in Chapter 400, Code of Iowa.

C. CIVIL SERVICE: If applicable, Civil Service Commission will hear all appeals from disciplinary action against employees covered under Chapter 400, Civil Service (Iowa Code).

D. CITY COUNCIL: The City Council shall annually establish the rate of pay for all positions in the City. The City Council shall establish rates of pay for unclassified employees directly appointed by them (such as City Manager, City Attorney, City Clerk) on an annual basis.

E. LIBRARY:

The Library Director acts as an agent of the Library Board of Trustees to administer the personnel policy regarding persons employed at the library. Where appropriate, "Library Director" replaces "City Manager" language in the Manual.

1. The Library Board of Trustees employs a Library Director and by a two-thirds vote may remove the Director.
2. The Library Board of Trustees authorizes the Library Director to employ such assistants and employees as may be necessary for the proper management of the Library. The City Manager, or his/her designee, shall be notified in the event of pending employee disciplinary action or termination.
3. The Director shall maintain personnel records for each employee, including dates of employment and compensation. The Director shall be responsible for conducting employee evaluations annually. The Library Board of Trustees shall evaluate the Director annually and the results will be discussed at a regular Trustee meeting. The City of Grinnell shall be notified of changes to dates of employment and compensation of employees and shall be notified of any changes affecting the classification plan approved by the City Council.
4. The work schedule for library employees is determined by the Library Director or his/her designee.

SECTION 2. POSITION CLASSIFICATION PLAN:

The classification plan provides an inventory and description of all positions in the City.

No city employee shall be classified nor paid at a salary rate, which is not established and recognized in the city's classification and pay plan. All classifications shall be established by the City Manager and approved by the City Council.

A. DEFINITIONS:

- a. A position shall be defined as a unit of duties and responsibilities to be carried out by one employee, normally on a full-work-year basis.
- b. A classification shall be defined as the title given to all city positions having the same general type of work with relatively the same duties and level of responsibility.

B. ESTABLISHMENT OF NEW POSITIONS: Department Supervisor shall complete a position description covering duties and responsibilities of proposed positions. The proposal shall be submitted to the City Manager for review. The City Manager, after studying duties and responsibilities of the proposed position according to the description submitted or by field audit will determine if the position is appropriate and will then assign position to proper class.

C. ALLOCATION APPEALS: If an employee has facts which indicate their position is improperly classified, the employee may request a review by their supervisor. If the employee is unsatisfied with the supervisor's answer, the employee may request the City Manager's review. Any review request shall be submitted in writing and contain a statement of justification. A written notice of classification determination will be sent to current incumbent within 10 days after final determination. The final determination will not be subject to appeal.

D. FORMS OF CLASSIFICATION DETERMINATIONS:

1. NO CHANGE is when it is determined position is correctly classified.
2. A LATERAL RECLASSIFICATION is when it is determined a position should be reclassified to a classification having the same maximum salary.
3. AN UPWARD RECLASSIFICATION is when it is determined a position should be reclassified to a classification having a higher maximum salary.
4. A DOWNWARD RECLASSIFICATION is when it is determined a position should be reclassified to a classification having a lower maximum salary.

Incumbents in positions reclassified downward who remain in that position, shall be reduced to the lower classification immediately, but shall remain at their present salary rate, receiving no further upward salary adjustment until such time as the maximum salary for the new classification of the position equals or exceeds their salary on the date of the downward reclassification determination.

E. MAINTENANCE OF PLAN:

1. Each time a vacancy occurs, the City Manager shall review the allocation of the position. This analysis may be waived in cases where changes in the duties and responsibilities of a position have been unlikely.
2. Each time a department or division is reorganized, preliminary position descriptions for all affected employees shall be submitted by the Department Supervisor to the City Manager for approval.
3. The City Manager may require any department or employees to submit position descriptions on a periodic basis, or any time they have reason to believe there has been a change in duties and responsibilities of one or more positions.
4. Each time a new class is established, a class specification shall be written and

incorporated in the existing plan. Class title shall be added to the schematic list of titles. Likewise, an abolished class shall be deleted from the position classification plan by removing class specification and eliminating class title from the schematic list of titles.

5. The City Manager shall take necessary steps to keep the position classification plan in current status on a continuing basis, making use of the above procedures and any others they deem necessary.

F. INTERPRETATION OF CLASS SPECIFICATIONS: Class specifications are descriptive and not restrictive. They are intended to generally indicate kinds of activities performed by established classifications.

G. EMPLOYEES ACCESS TO PLAN: All regular employees will have access to a copy of the Employee Personnel Manual. Employees shall have access to the classification plan, pay plan, and personnel procedures provided these documents are inspected on the employees' own time.

SECTION 3. PAY PLAN:

The City Manager shall be responsible for presenting to the City Council a pay plan which shall consist of rates of pay for each classification as may be determined. Amendments to the pay plan may be recommended by the City Manager when changes in responsibility or work of classes, living costs, recruiting experience, prevailing rates of pay, City's financial condition and policies, or other pertinent conditions warrant such action. The City Manager shall submit such recommendations to the Council for their consideration and approval.

All employees in classified service shall be compensated in accordance with rates set forth of the salary grade to which positions of their class are assigned. Those employed in unclassified positions shall be paid at a rate established by the City Council for its appointees, and by City Manager for other employees.

A. DEFINITION OF THE PAY PLAN:

- a. **PAY SCHEDULES.** The pay of regular City employees shall be on the basis of appropriate established schedules of salaries for their respective classifications. An allocated salary rate may consist of an entrance rate, intermediate rates, and a maximum rate or flat rate depending on the nature of the needs of the classification. Salary rates prescribed are based on full time employment at normal working hours for respective position classes. Salaries of supervisory, professional, and administrative positions are fixed according to responsibilities to be fulfilled and are not based on a field number of hours of work per week and shall not be adjusted with variations in work schedules. All regular full time classified employees shall be paid salaries prescribed in the pay plan for their respective job classifications unless a variance is determined and approved.

b. SPECIAL SALARY PROVISIONS.

1. **RATE ADJUSTMENT AND HIGHER-LEVEL ASSIGNMENTS.** In any case where an employee is temporarily assigned in another position or positions to serve longer than 30 consecutive days, such employee shall receive a rate of pay commensurate with the employee's qualifications and experience, subject to the approval of the City Manager, but in no event shall the employee receive a rate of pay less than he/she currently receives.

An employee who voluntarily takes a position with a lower class grade or rate of pay immediately assumes the pay scale of the lower classification.

2. **MERIT PAY.** An employee who exhibits exceptional ability may be given a merit pay raise over and above the highest rate shown for their classification. Such an increase in salary must be recommended by the City Manager and approved by the City Council.

B. ADMINISTRATION OF PAY PLAN:

- a. **NEW APPOINTEES.** Generally new employees shall be paid minimum rate of pay for the class, i.e., rate paid for a new employee meeting the minimum qualifications. Exceptions may be granted upon prior written approval of the City Manager in the following cases:
 1. If it becomes necessary to appoint a new employee whose qualifications are less than the minimum qualifications established/expected for the position, the employee may be required to start below the minimum rate of the class or at a lower classification.
 2. If a new employee exceeds the minimum qualifications of the position, the employee may be appointed above the minimum salary rate.
- b. **PROMOTION.** When an employee is promoted to a position in a higher class, the employee's salary may be increased to the minimum rate for the higher class. In the case of overlapping ranges, the promoted employee shall be increased to the step immediately above the employee's present salary. Employees promoted or transferred will automatically commence a new trial period for the new position.
- c. **PAY SCHEDULE.** Pay schedule will be approved by the City Council and placed on file at City Hall. Non-salaried employees will be paid twice per month on the 15th and 31st or the last business day of the month.
- d. **LONGEVITY PAY:** Longevity pay will be paid to regular full-time employees as set out hereafter. Longevity pay will be based on years of seniority.

Longevity pay for employees will be \$0.10 per hour for each 5 years of service as shown in the following schedule:

Rate per Hour:	After years of continuous service employment:
\$0.10	5
\$0.20	10
\$0.30	15
\$0.40	20
\$0.50	25
\$0.60	30
\$0.70	35
\$0.80	40 or more

e. OVERTIME PAY:

1. Exempt employees will not receive overtime pay for hours worked in excess of 40 hours per work week. Exempt employees are required to be on the job until the work is completed. Hours worked in excess of 40 hours per week are non-accumulative and shall be considered a part of the regular work week.
2. Nonexempt employees, except as set forth below, will be paid 1.5 times their normal hourly rate for hours worked in excess of 40 hours per work week. Use of accrued leave will count as hours worked for the purpose of calculating overtime. All overtime must be assigned or approved by the Supervisor prior to working overtime.

The City departments, except Police and Fire, work week is 12 midnight Monday morning to 11:59 P.M. Sunday. Any time worked in excess of 40 hours during this work week shall be paid 1.5 times the employee's normal hourly rate. Normal hourly rate includes base wage, longevity and merit pay.

For Grinnell Fire Department the work period is 28 days beginning at 07:00 A.M. Monday morning through 6:59 A.M. Monday for a total of 212 hours worked per 28-day schedule. Nonexempt Fire Department employees are paid 1.5 times their normal hourly rate for hours worked in excess of 212 hours per 28-day schedule. Grinnell Fire Chief will schedule time off each cycle to avoid an employee from being scheduled more than 212 hours in the 28-day cycle. This will be referred to as Kelly Time.

For Grinnell Police Department the work period is 14 days beginning at 12 midnight Monday morning to 11:59 P.M. Sunday for a total of 84 hours worked (See current Police Collective Bargaining Agreement for details).

Compensatory time for nonexempt employees must be taken within the work period in which it was earned. If not taken during the work period earned, overtime will be paid under conditions outlined in this section.

The Public Services Department, Water Department and Wastewater Department employees (formerly covered by the PPME Union) are able to accumulate comp time in lieu of payment up to a maximum of 40 hours.

3. OVERTIME FOR HOLIDAYS.

If an employee is required or assigned by their supervisor to work on a holiday, he/she will be entitled to a corresponding day off at regular pay but shall receive 1.5 times their regular rate of pay for the hours worked on the holiday. Overtime for working on a holiday does not include Employee's Birthday or Personal Days. For all non-shift personnel, when a holiday occurs on a Saturday or Sunday the actual paid holiday is Friday or Monday and not the actual holiday. When a person must work the paid holiday of Friday or Monday, they are paid one and one half their normal rate plus additional hours off commensurate with the hours worked on the holiday, up to a maximum of eight hours. If a person works Saturday or Sunday, the employee will be paid the applicable rate of pay as appropriate.

For all shift personnel, the actual day of the holiday is the holiday for purposes of computing pay.

4. NON-PYRAMIDING

There will be no duplication or pyramiding in the computation of overtime and other premium wages. No employee will be paid more than once at a premium rate, or more than once for the same hours worked.

C. EMPLOYEE HIRING AND RETENTION INCENTIVE

- a. The City will provide a Hiring and Retention Incentive of up to \$10,000 to an individual who is newly-hired by the City into either the Certified Police Officer, Firefighter/Paramedic, or Water and Wastewater personnel with Grade 3 license classifications, or who have other skillsets determined by the City Manager to warrant this Hiring and Retention Incentive. This Hiring and Retention Incentive of up to \$10,000 is payable to qualifying employees as follows: \$4,000 immediately upon hire; \$2,000 after satisfactory completion of probation period or required field training; \$2,000 after completing one year of continuous employment with the City; and \$2,000 after completing two years of continuous employment with the City.
- b. The City will provide any other individual who is newly-hired by the City with an advanced educational degree (AA degree or higher) a Hiring and Retention Incentive payment of \$2,000 immediately upon their start of employment with the City.

SECTION 4. BENEFITS, VACATION, HOLIDAYS, TUITION, AND LEAVE OF ABSENCE:

A. MEDICAL INSURANCE.

The City will pay the cost of medical insurance for individual full-time employees under a group medical insurance plan. The plan will be selected by action of the City Council. Employees will be notified at least 10 working days prior to any change in insurance company or insurance coverage.

Employees shall have the option of insuring under this same plan their family or dependents and, if this option is exercised, the City shall pay seventy percent (70%) towards the increased premium required by family coverage. The City shall deduct from employees' monthly wages any balance over and above 70% per month contributed by the City towards family coverage.

If an employee retires from the City of Grinnell and provides a 30-day notice to the City of Grinnell, the provisions of Section 4 I[c] are applicable. The employee shall also have the option of using the equivalent amount of sick leave pay as described in Section 4 I[c] to pay for continuing health insurance premiums if said employee is eligible for said insurance under COBRA continuation coverage, or until age 65 as set out in the Iowa Code Chapter 509A.13. The City shall not be required to pay for health insurance premiums except as required under COBRA or Chapter 509A.13 of the Iowa Code. If the employee dies or reaches the age of 65 before the full amount in the fund has been used for medical insurance premiums, the balance of the fund shall revert to a beneficiary as designated by the employee. Medical insurance payments shall be issued only to the company that is selected by the City of Grinnell as the Employer's Plan and shall be determined to be the same option (individual or family) as held by the employee on the date of termination of service.

B. LIFE INSURANCE.

The City will provide a term life insurance policy with a death benefit of \$20,000 for individual full-time employees under a group life insurance plan as approved by the City Council. Employees will be notified at least 10 working days prior to any change in insurance company or insurance coverage.

C. UNIFORMS.

A clean uniform, in good repair, must be worn during working hours. It is important for employees to present a professional business-like image to the public.

The City will issue an initial uniform and equipment to newly hired full-time employees who are required to wear uniforms after 90 days of employment. The style and type of uniform issued will be determined by the City. Employees are allowed a yearly amount for replacement of uniforms as established by the City. If the cost to replace the uniform exceeds the annual amount established by the City, the employee will be responsible for the additional.

Shorts of a style approved by the City may be worn at the discretion of the Supervisor, as weather dictates.

D. CLOTHING ALLOWANCE

1. WATER, WASTEWATER, CEMETERY, PARKS AND STREET DEPARTMENTS:

After employment of 90 days, each full-time employee shall be allocated \$200 per fiscal year to be used for the replacement of work-related clothes, clothing purchased by the City, or to reimburse the employee for the purchase of jeans (up to the \$30 maximum specified in the

paragraph below). If an employee works in two departments, they only receive the allowance for one full-time employee.

Employees may purchase jeans but are limited to \$30 maximum reimbursement amount. They must provide a receipt to the city offices in order to receive reimbursement. Sales tax will not be reimbursed.

2. ADMINISTRATIVE, RECREATION, PUBLIC SERVICES AND POLICE OFFICE PERSONNEL:

After employment of 90 days, each full-time employee shall receive \$200 per fiscal year to be used for the replacement of work-related clothes and for clothing purchased by the city.

Permanent part-time office personnel shall receive \$100 per fiscal year to be used for the replacement of work-related clothes and for clothing purchased by the city. They must be employed by the city for 90 days before being eligible.

The city shall pay the cost of placing the CITY OF GRINNELL logo emblem and the employee's name on the clothing.

All purchases of clothing must be approved by the City Manager or Department Supervisor. All clothing orders will be placed through the administrative offices with the exception of the police and fire departments. All clothing orders shall be paid directly for by the city unless the employee goes over their allowable amount. Then the employee will be required to provide payment to the administrative offices.

No carryover amounts are allowed.

No employee shall be paid directly by the city for any unused clothing allowance for any reason.

No newly hired employee shall be eligible for the clothing allowance until said employee has completed ninety (90) days of employment.

E. SAFETY EQUIPMENT

Employer is required to provide safety equipment needed.

If an employee is required to wear safety shoes, they may receive a reimbursement up to \$125.00 per fiscal year.

F. RESIDENCE – HOUSING STIPEND

Effective January 1, 2019, a full-time employee will be entitled to a \$2,000.00 housing stipend provided the employee both owns and resides at a residence within the corporate city limits of Grinnell. A full-time employee renting within the corporate city limits of Grinnell will be entitled to a \$1,000.00 housing stipend. In order to receive the stipend, the employee must: (1) be an employee of the City of Grinnell for at least twelve (12)

consecutive months; (2) All employees must own or rent and reside within the city limits for an entire calendar year in order to receive the stipend; and (3) present satisfactory proof of ownership and/or residency. There will not be any prorating of the benefit. ~~To receive the stipend, the employee must present satisfactory proof of ownership and/or residency.~~

G. VACATIONS.

All regular full-time and part-time employees working the requisite minimum hours of work shall be granted vacation with pay as set forth in this section. (For definition of regular part-time and regular full-time employees see Section 5). If a change is made in employee's hourly work week, the Payroll Clerk will make the respective change in vacation hours earned only after proper documentation is received on forms authorized by the City.

a. VACATION TIME ALLOWED.

Vacation time for full-time employees shall be based on the following service requirements:

<u>Continuous Service Requirement</u>	<u>Vacation Time</u>
After completion of 90 day probationary period	80 hours
After one calendar year	80 hours
After seven consecutive calendar years	120 hours
After fifteen consecutive calendar years	160 hours
After twenty-five consecutive calendar years	200 hours

A vacation day shall be considered to be the number of hours an employee would normally work during a normal workday for part-time employees.

For Grinnell Fire Department Personnel assigned to 24-hour shifts vacations shall be as follows:

<u>Continuous Service Requirement</u>	<u>Vacation Time</u>
After completion of 90 day probationary period	106 hours
After one calendar year	106 hours
After seven consecutive calendar years	159 hours
After fifteen consecutive calendar years	212 hours
After twenty-five consecutive calendar years	265 hours

b. VACATION - WHEN TO BE TAKEN.

Vacation must be taken within the year for which it was earned. Vacation not used within one year may be forfeited unless the employee has been denied vacation time because of departmental emergency or convenience.

c. VACATION - WHEN ALLOWED, SCHEDULING AND PREFERENCE.

Vacation shall be scheduled as far in advance as possible. Scheduling of vacation will be set by departmental rule. In the event more employees than allowable wish to schedule vacation during the same time period, those with the most seniority shall have

the preference. Vacation days shall not be taken in increments of less than one hour.

d. RESIGNATION FROM CITY.

All employees shall give thirty (30) days written notice prior to leaving City employment in order to be eligible for payout of any accrued vacation time. Failure to give such notice will forfeit all vacation earned.

An employee shall use no more than one week of vacation or leave during their notice period. Accrued vacation time and floating holidays shall not be used to extend an employee's last day of employment or benefits. An employee's last day shall be their last actual work day.

If applicable, any payout of unused vacation leave for which the employee is eligible will be issued in a separate check or, at the employee's option specified in writing, split between two separate checks. All other benefit accruals that are eligible to be paid out will be paid to the employee in his/her final pay check, unless indicated otherwise in this handbook.

e. LOSS OF VACATION.

Any employee who is discharged because of unsatisfactory work or disciplinary reasons shall forfeit all accrued vacation.

H. HOLIDAYS.

GENERAL. Employees shall receive the following designated holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve (4 hours)
Day After Thanksgiving	New Year's Eve Day (4 hours)
Christmas Day	Employee's Birthday
Three Personal Days (24 hours total)	

**PUBLIC SERVICES, WATER, AND WASTEWATER DEPARTMENT
HOLIDAYS** (all employees formerly covered by PPME contract):

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve (4 hours)
Christmas Day	New Year's Eve Day (4 hours)
Four Personal Days (32 hours total)	Employee's Birthday

LIBRARY HOLIDAYS:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Eve Day

Christmas Day

Five Personal Days (40 hours total)

Employee's Birthday holiday must be used within 30 days of the employee's actual birthday. If the employee does not take it within the applicable 30-day period he/she will lose the birthday holiday. Overtime worked for holidays does not apply to Employee's Birthday or Personal Days.

Employees who are hired before July 1 of any year shall be granted the number of Personal Days for the remainder of the fiscal year, as follows:

- 9 months and more before end of current Fiscal Year = 3 days
- 6 to 9 months before end of current Fiscal Year = 2 days
- 3 to 6 months before end of current Fiscal Year = 1 day
- Less than 3 months before end of current Fiscal Year = 0 days

Grinnell Fire Department Personnel on 24-hour shifts who are hired before July 1 of any year shall be granted the number of Personal Days for the remainder of the fiscal year, as follows:

- 9 months and more before end of current Fiscal Year = 24 hours
- 6 to 9 months before end of current Fiscal Year = 16 hours
- 3 to 6 months before end of current Fiscal Year = 8 hours
- Less than 3 months before end of current Fiscal Year = 0 hours

Library employees who are hired before July 1 of any year shall be granted the number of Personal Days for the remainder of the fiscal year, as follows:

- 9 months and more before end of current Fiscal Year = 5 days
- 6 to 9 months before end of current Fiscal Year = 3 days
- 3 to 6 months before end of current Fiscal Year = 1 day
- Less than 3 months before end of current Fiscal Year = 0 days

When any of the named holidays occurs on a Sunday, the leave shall be granted on the following Monday; and if any of the named holidays falls on a Saturday, the leave shall be granted on the preceding Friday. Holiday allowance will not be paid when an employee is absent on either scheduled work day immediately preceding or following the holiday, unless such absences are excused.

If the holiday falls on a day the employee is on vacation leave, the day will count as a holiday, not a vacation day.

EXCEPTIONS: It is recognized that because of the constant nature of the work involved with fire fighters and police sergeants, such employees' shift schedules cannot be modified or shortened to ensure each employee can take off every holiday that occurs during the year. In consideration of the foregoing, all of the fire fighters and police sergeants shall be entitled to twelve (12) extra days (8 hours per day) leave of absence at their regular rate of pay.

If required to work on a holiday itself, the listed fire fighter employee shall be paid at one

and one-half (1 ½) times the regular rate of pay for a holiday worked.

I. SICK LEAVE.

As used in this section, a "regular employee" is a full-time or permanent part-time employee who has completed a trial period.

- a. **GENERAL.** A regular employee of the City shall begin accruing sick leave upon completion of three (3) months at the rate of one day [eight (8) hours for 24-hour shift firefighters] at the end of each succeeding month, with no limits on accumulation of number of sick leave days. New hire firefighters on 24-hour shifts will receive their first year of sick leave up front and will not accumulate any more sick leave until the start of their second year of employment.

Sick leave may be used for medical exams and consultations with physicians.

When an employee cannot report for work, they or some responsible member of their family must notify the employee's department head immediately. Failure to do so may be cause for denial of sick leave pay. Each department will determine the length of time prior to reporting for work that an employee must notify their supervisor. The employee may be required to furnish proof of sickness from the employee's physician or a physician chosen by the City.

- b. **SICK LEAVE FOR FAMILY.** In case of serious illness, injury or disability to a member of an employee's immediate family (spouse, person they may hold themselves as married to, child, stepchild or parent) residing at the employee's home, or minor aged children or stepchildren, a regular employee may be granted leave with approval of the City Manager, chargeable against the employee's regular sick leave, not to exceed three (3) days in any one (1) calendar year.
- c. **UNUSED SICK LEAVE AT TERMINATION OF EMPLOYMENT.** If an employee of the City terminates employment by giving proper thirty (30) day written notice or by retirement after a thirty (30) day written notice and such employee has accumulated unused sick leave in any amount up to ninety (90) days, ~~such employee shall be paid in a lump sum or by monthly payments, at the City's option, such employee shall be paid~~ for unused sick leave. ~~Rate-~~The rate of pay for unused sick leave will be 50% ~~of~~ the regular rate of pay the employee is receiving at the time of termination. If applicable, any payout of sick leave for which the employee is eligible will be issued in a separate check or, at the employee's option specified in writing, split between two separate checks.

An employee shall have the option of using the equivalent amount of sick leave pay, as described, to pay for continuing health insurance premiums if said employee retires and is eligible for said insurance under COBRA continuation coverage, or until age 65 as set out in the Iowa Code Chapter 509A.13. The city shall not be required to pay for health insurance premiums beyond the time provided under COBRA or Chapter 509A.13 of the Iowa Code. If the employee dies or reaches the age of 65 before the full amount in the fund has been used for medical insurance premiums, the balance of the fund shall revert to the employee or a beneficiary as designated by the employee.

Medical insurance payments shall be issued only to the company that is selected by the City of Grinnell as the Employer's Plan and shall be determined to be the same option (individual or family) as held by the employee on the date of termination of service.

J. PREGNANCY LEAVE: Depending on an employee's length of service to the City and the number of hours that the employee has worked in a twelve-month period, pregnancy leave may be available under the provisions of the FMLA leave provided in Section 10. If an employee is not eligible for FMLA, the Iowa Civil Rights Act requires employers to grant unpaid leave to employees who are temporarily disabled because of pregnancy or related medical conditions, even if similar leaves are not granted for other temporary disabilities, and even if the leave is not available to the employee under any health, temporary disability, or sick leave plan. Unpaid pregnancy leave is allowed for up to eight (8) weeks or the period of temporary disability, whichever is shorter. The employee may use accumulated paid sick leave, vacation, and personal days during the leave. Pregnancy leave shall run concurrently with FMLA leave, if applicable. The department head may require medical certification stating that the employee is not able to perform the duties of employment.

K. FUNERALS: Employees may be allowed time off with pay for funerals according to the following schedule:

- up to five (5) days due to death of employee's spouse, or person they hold themselves married to; or their children;
- up to three (3) days due to the death of grandparents, parents, grandchildren, brothers or sisters, step-children, step-parents or step-grandparents of employee, employee's spouse, or person employee holds themselves married to;
- up to one (1) day to attend a funeral of a close relative (limited to aunt, uncle, niece, nephew or first cousin);
- up to one-half (1/2) day to participate in a funeral service (casket bearer), for funerals held within 30 miles of the Public Safety Building and up to one (1) day to participate in a funeral service (casket bearer) for funerals outside of the 30 miles of the Public Safety Building.
- up to two (2) hours to attend other funerals which employee feels a need to attend.

Firefighters assigned to the 24-hour schedule may be allowed time off with pay for funerals according to the following schedule:

- up to three (3) shifts due to death of employee's spouse, or person they hold themselves married to; or their children;
- up to two (2) shifts due to the death of the grandparents, parents, grandchildren, brothers or sisters, or step-children, step-parents or step-grandparents of employee, employee's spouse, or person employee holds themselves married to;
- up to one (1) shift to attend a funeral of a close relative (limited to aunt, uncle, or cousin);
- up to four (4) hours to participate in a funeral service (casket barrier), for funerals held within 30 miles of the Public Safety Building and up to eight (8) hours to participate in a funeral service (casket bearer) for funerals held outside of the 30 miles of Public Safety Building;
- up to two (2) hours to attend other funerals which employee feels a need to attend.

To be eligible for paid funeral leave, the employee must attend the funeral. The employee shall attach a "memorial program" to the daily time ticket of the day where leave was taken showing participation in the funeral service.

Arrangements should be made in advance with your department head. You must state relationship or reason absent on absence card. Abuse of the above privileges shall be cause for dismissal. In order to receive funeral leave with pay benefits, the employee must actually attend the funeral. In addition, if a funeral occurs on a day when the employee is not assigned or scheduled to work, no funeral leave with pay benefits are awarded for that day or those days.

In cases where an employee is absent from the job due to vacation or Family Medical Leave, and funeral leave for a family member is requested, the employee may adjust the leave to show that funeral leave was taken. The Memorial Program shall be submitted to the Supervisor and the adjustment will be made to the employee's vacation leave or (to the appropriate leave if Federal Family Medical Leave is listed as the reason for the employee to be away from the job.) An employee that is on unpaid leave shall not be eligible for paid funeral leave.

"Family Member" is defined as: spouse, person the employee holds themselves as married to, parent, child, sister, brother, grandparent, grandchild. Vacation or Family Medical Leave will only be adjusted for the above "family member".

- L. JURY DUTY:** Any full-time employee who is selected for jury duty shall receive a paid leave of absence for the time they spend on such duty. The employee may be required to either return to the City the amount of jury duty pay, or they may receive from the City only the difference between their regular pay and their jury duty compensation.
- M. MILITARY DUTY:** City employees will be allowed time off with pay as provided by state or federal law. The city shall comply with the statute granting leave of absence for military leave in accordance with the provisions of Section 29A.28, the Code of Iowa, as the same may be amended from time-to-time. Any employee, when ordered by proper authority to active state or federal service, is entitled to a leave of absence from the city for the period of such active state or federal service, without loss of status or efficiency rating.
- N. VOTING LEAVE:** The City encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, your working hours are such that you will have ample time to cast your vote before or after working hours. However, if you do not have three consecutive nonworking hours between the opening and closing of polls in which to vote, you may submit a written request to your supervisor as soon as possible before the election for paid time off of up to three hours to vote. Your department head will notify you of the time you will be allowed to vote.
- O. TUITION BENEFIT:** The City recognizes that some positions would be better enhanced and be of greater benefit to the City if additional advanced education was provided. The policy for financial assistance for academic training sets forth the conditions and procedures whereby regular full-time employees who have enhanced their value to the city through academic instruction may be reimbursed by the City for a portion of their educational expense.

To qualify under this policy, the course or courses shall meet the following criteria:

- a. Relate directly to the employee's current job duties: or if the employee is seeking a degree or certificate directly related to his/her current job or job within the city to which he/she is reasonably likely to be promoted. To qualify, electives must be preceded by significant work in core courses.
- b. Accrue credit toward a high school diploma or equivalency certificate, or toward an associate or bachelor's degree at an accredited institution. It is not necessary that an employee intend to pursue the entire course of studies leading to the certificate or degree.
- c. All classes where an employee intends to request reimbursement must be approved by the City Manager prior to enrollment.
- d. Schedule of classes must not interfere with regular work schedule.

The amount of the City's tuition reimbursement will be capped at the present tuition cost at the University of Iowa.

The City will reimburse at the following rate for classes:

- Tuition reimbursement is as follows:

For classes pertaining directly to the job and approved by the City Manager prior to any request for payment:

65% for "A" grade
55% for "B" grade
No payment for "C" grade or less or incomplete.

For classes needed for a job-related degree, but not job-related course work:

50% for "A" grade
40% for "B" grade
No payment for "C" grade or less or incomplete.

- Book expenses would be reimbursed at 50% for "A" or "B" grades and no reimbursement for grades less than "B".

Mileage and other education expenses incurred by the employee will not be reimbursed by the City.

P. FLEXIBLE BENEFIT PLAN. All regular full-time employees may participate in the Flexible Benefit Plan established by the City. The contributions to the plan will be made 100% by the employee and will be deducted pre-tax or non-pre-tax as the programs regulate in equal installments from the employee's paycheck. Employees are not eligible for reimbursement of unused flex dollars.

As part of the Flexible Benefit Plan the city may offer several other voluntary programs for consideration by the employees at the employee cost. Programs will be determined by the employer.

- Q. 457 RETIREMENT PLAN.** All employees may participate in the City's 457 Retirement Plan. The contributions to the plan will be made 100% by the employee and will be deducted pre-tax, as the program regulates, in equal installments from the employee's paycheck.
- R. CDL TRAINING EXPENSES.** The City will pay the applicable training expenses of an Employee who is seeking to acquire a Commercial Driver's License (CDL) that is necessary to perform the duties of their position. While attending the training, Employees will be paid their regular wages and will not be required to take paid or unpaid leave. In order to qualify for this opportunity, the Employee will be required to reimburse the City for the applicable training expenses if they separate from employment within two (2) years after the Employee has completed the training and has received their CDL.
- S. RELOCATION INCENTIVE.** The City will pay a \$2,000 relocation incentive to newly-hired City employees who relocate for employment with the City and establish a bona fide residence in the city limits of the City of Grinnell within 180 days of their start of City employment.
- T. EMPLOYEE REFERRAL INCENTIVE.** The City will pay an Employee Referral Incentive to a staff member as follows:
- a. A staff member who refers a successfully hired candidate with less than one (1) year of prior relevant job experience will receive an incentive payment of \$500 when that individual begins work as a City employee and an additional incentive payment of \$500 after that individual successfully completes one (1) year of employment with the City. In order for the staff member to be eligible for this incentive, the referral must be noted on the candidate's job application.
 - b. A staff member who refers a successfully hired candidate with one (1) year or more of prior relevant job experience will receive an incentive payment of \$1,000 when that individual begins work as a City employee and an additional incentive payment of \$1,000 after that individual successfully completes one (1) year of employment with the City. In order for the staff member to be eligible for this incentive, the referral must be noted on the candidate's job application.

SECTION 5. GENERAL EMPLOYMENT POLICIES:

- A. POLICY:** It shall be the policy of the City of Grinnell to fill each position in the City with the best available qualified person in accordance with state and federal law.
- B. NOTIFICATION OF POSITION VACANCIES:** All regular job openings, including part-time, except emergency vacancies, shall be posted in the same manner as the City Council Agenda. A copy of all job postings shall be given to the respective Department Superintendent. Job postings shall be posted for at least ten calendar days before being permanently filled, but job duties may be assigned in the interim to other employees to

maintain a continuity of operations and services.

In the event of a job opening, the position will be filled by the most qualified person.

C. LAY-OFF:

An employee may be laid off due to lack of work, efficiency of operations, lack of funding or other factors deemed relevant by the City.

a. LIMITATIONS TO DEPARTMENTS INVOLVED AND ORDER OF LAY-OFF.

In the event of layoff, such reductions in force shall be limited to the department involved and shall be made in the following order. The order within each designated category shall be determined by the department superintendent's evaluation of the employee's relative value toward coping with remaining work load of the department, giving consideration to classification and length and quality of City and departmental service:

1. Volunteers for lay-off.
2. Temporary part-time employees.
3. Temporary full-time employees.
4. Regular part-time employees who have completed a trial period.
5. Full-time employees serving a trial period.
6. Regular full-time employees.
7. There are times when hiring a part-time employee may be necessary to reduce costs associated with full-time/benefits.

Employees who have been promoted, but who are serving a promotional trial period at the time of such reduction in force, shall be considered as holding a position in the highest classification in which they have completed the probationary period.

b. NOTICE TO EMPLOYEES: Employees to be laid off will be given reasonable notice of the layoff and the necessity to reduce the work force.

c. CALL-BACK: Employees shall be returned to work in the reverse order in which they were laid off (last out/first in).

D. SUPPLEMENTAL EMPLOYMENT: An employee working in any position in addition to their full-time position with the City must notify department head or City Manager of outside employment. Outside employment shall be subject to the following conditions:

1. It must not interfere with the employee's effectiveness in performing their duties for the City.
2. It must not leave the employee tired or subject to injury.
3. It shall not be a conflict of interest with the City employment or interfere with response to any City emergency calls.
4. It must not cause adverse publicity to the City employee or the employer.

E. SENIORITY AND IMPACT OF SENIORITY: Seniority is defined as the length of continuous service with the City since the most recent date of hire to a full-time regular position. Seniority shall begin on the day of employment but shall not apply until the

probationary period has been completed.

a. **TERMINATION OF SENIORITY AND EMPLOYMENT:** Employee's employment with the City shall cease and his/her seniority canceled if:

1. The employee resigns.
2. The employee is discharged.
3. The employee is absent from work for three days without notifying the employer.
4. If the employee fails to give two weeks notification of intent to return to work at the expiration of a leave of absence, or if employee does not request and receive a written extension of leave of absence. (This shall not be interpreted to allow a grace period of three days after leave of absence.)
5. The employee gives a false reason for a leave of absence.

b. **ACCRUE SENIORITY:** An employee shall accrue seniority while absent because of injuries covered by the Worker's Compensation Act.

c. **EFFECT OF SENIORITY:** Upon successful completion of a trial period, the employee gains a seniority date in the employee's classification allowing employee:

1. **REASSIGNMENT, TRANSFER, PROMOTION:** Additional consideration for job reassignments, transfers, promotions.
2. **VACATION AND LEAVE:** Primary consideration in scheduling vacations and/or other leaves.
3. **LAY-OFF AND RECALL:** Additional consideration in case of a lay-off situation, and prime consideration for recall to work.

F. **TRIAL PERIOD:** Each employee shall serve a trial period of 12 months. Upon completion of a trial period, the employee will be entitled to all rights and privileges granted all other comparably situated employees and their term of employment will start as of their employment date.

G. **EMPLOYMENT OF RELATIVES:** It is the general policy of the City to avoid hiring relatives of present employees. No person shall be employed, promoted, or transferred to a department of the City or to a division, when as a result they would be working in the same place or in contact with a relative or would be supervising or receiving supervision from a relative as defined below.

Relatives, for the purpose of this section, are defined as the employee's spouse, person they may hold themselves as married to, children, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, uncles, aunts, nieces, nephews, and first cousins.

Persons who are employed by the City at the date of adoption of this policy are to be considered exempt from this policy so long as they remain in the continuous employment of the City, or if a seasonal employee so long as they return to the same employment next season. Any exception to this policy can be granted by the City Manager and will be done

so in writing and placed in the appropriate personnel files.

H. **REGULAR PART-TIME EMPLOYEES:** A regular part-time employee is one who is regularly scheduled to work less than 2,080 hours per year and more than 1,040 hours per year. Regular part-time employees are only eligible for sick leave, vacation and holiday benefits on a prorated basis. They are subject to the same work rules governing full-time employees.

I. **TEMPORARY EMPLOYEES:** A temporary employee is one who is hired in a temporary capacity to perform seasonal work or to assist in a special or temporary project. A temporary employee may be scheduled to work any number of hours up to four months. After four months the City Manager will review the position to determine if it should be a regular position or eliminated.

A temporary employee will not be eligible for sick leave, vacation, holiday benefits, insurance, or any other fringe benefits normally associated with regular employees.

Temporary employees shall be employed at hourly rates established and approved by the City Manager. Employees may be advanced in pay, based upon satisfactory service, to higher salary rates established by the City Manager and consistent with established pay ranges.

J. **REGULAR FULL-TIME EMPLOYEES:** A regular full-time employee is one who is scheduled to work a minimum of 2,080 hours per year. They can be paid an hourly or a monthly wage. Full-time employees are eligible for all benefits.

J. **DEMOTIONS AND DOWNWARD RE-CLASSIFICATIONS:** When an employee is demoted to a position that is a lower job classification, the employee shall be paid at a rate which is within the approved range for the lower-level position. If an employee demotes to a classification carrying a lower range of pay than the employee is currently earning, the rate of pay shall be at the highest rate of pay for the position that is a lower job classification.

L. **PHYSICAL EXAMINATION PRE-REQUISITE TO EMPLOYMENT:** Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position, including temporary and seasonal employees, only after conditional job offers are extended. These employment physicals directed by the City will be at the City's expense. Temporary and seasonal employees may be administered physicals as deemed necessary by the City.

M. **BACKGROUND CHECK:** The City will require prospective full-time and permanent part-time employees to have a background investigation completed prior to employment. In addition, at any time during employment, additional background checks may be made for current employees if appropriate and job related. The City also reserves the right to conduct a background check for current employees to determine their eligibility for job promotion or reassignment.

N. **NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION:** Employees are expected to perform their assigned jobs, respect and follow City policies, and obey the law. In the event that employees are arrested or receive a citation for any crime,

have any criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to, a conviction, a guilty plea, a plea of nolo contendere (no contest), or deferred judgment) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify the City Clerk. Notification to the City Clerk must occur within five (5) business days of notification to the employee. Employees whose duties require possession of a Commercial Driver's License and/or who regularly and frequently operate City vehicles must report all charges and citations, including traffic tickets such as speeding tickets. Information relating to arrests and criminal charges will be treated as confidential and maintained as part of the employee's personnel file. Employees who do not notify the City as required by this policy may be subject to disciplinary action up to and including termination.

O. **RESIDENCY REQUIREMENTS:** Department heads must reside no greater than fifteen (15) miles from the Public Safety Building to the employee's property line within one year from the date of hire.

P. **FITNESS FOR DUTY EVALUATION:** An employee may be required to undergo a fitness for duty evaluation if the evaluation is job related and consistent with business necessity.

Q. **RETIREMENT:** Persons retiring prior to age 65 will receive such benefits as specified by State or Federal law. Employees who are covered by the Iowa Public Employees' Retirement System shall be eligible for retirement benefits as established by that system.

R. **EMERGENCY CALL:** All City employees are subject to respond to an emergency call when needed. Failure to respond to an emergency call may be cause for disciplinary action, up to and including termination.

S. **WORKPLACE PRIVACY AND SEARCHES:**

As part of employment, an office, desk, workspace, locker, vehicle, equipment, computer or cell phone may be made available to employees. These are property of the City. Because these are City property and not the employee's personal property, they are subject to being inspected by the City at any time, with or without notice to employees.

The City assumes no responsibility or liability for any items of personal property which are placed in any space that is assigned to an employee.

If the City conducts an examination or inspection under the terms of this policy, there will be at least two (2) members of management present at the time of the examination or inspection.

T. **RETURN OF CITY PROPERTY:** An employee leaving City employment for any reason is responsible for returning any City property which the employee has in his/her possession. Failure to return City property may subject the employee to all legal remedies available to the City.

U. **BREAK:** Breaks for employees may be granted as determined by the Supervisor or other controlling agreement.

V. **PERSONAL USE OF CITY EQUIPMENT AND PROPERTY:** City employees shall

not use City equipment or property for personal purposes.

- W. OPERATION OF MOTOR VEHICLE:** All employees, whether full-time, part-time, seasonal, or temporary, must be in possession of an appropriate driver's license and must be insurable as set by the standards of the City's insurance carrier. Individuals determined not to be insurable by the City's insurance carrier may not be considered for continued employment if their duties require operation of a motor vehicle or equipment. Smoking is prohibited in city-owned vehicles.

- X. USE OF TOBACCO, NICOTINE PRODUCTS, AND VAPORIZERS PROHIBITED.** All new hires effective July 20, 2009, shall be prohibited from smoking and the use of tobacco products or electronic smoking devices at any time. Individuals using these products are not eligible for hire in any position with the city. Any employee that violates this policy is subject to termination. Employees may not possess or bring tobacco products or electronic smoking devices onto City property.

All city employees employed prior to July 20, 2009, shall use these products off city property during authorized city breaks only. Use of these products shall not be allowed during any other time of the employees' work day.

SECTION 6. EMPLOYEE CONDUCT AND RELATIONS:

- A. MANAGEMENT-EMPLOYEE COOPERATION:** Management and employees work toward the same goal. That goal is to bring efficient and economical municipal services to citizens of Grinnell. This can only be achieved by management-employee cooperation.

City Manager and all department supervisors will give due consideration to employee suggestions concerning methods by which efficiency and economy of municipal services can be improved. The City Manager may set up a system for receipt, acknowledgement, recording, and action on suggestions of employees for improving City services.

- B. CHANGE OF ADDRESS:** Employees are required to notify the department supervisor promptly of any change of address, telephone number, or change in marital status, so that proper COBRA notification may be given and so that employees may be effectively contacted by telephone or mail.

- C. PECUNIARY INTEREST/CONFLICT OF INTEREST:** No employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested directly or indirectly in the sale to the City of land, materials, supplies, or services, except on behalf of the City as an employee. Non-salaried Board and Commission Members are exempt from such provisions in those cases where work is done on a competitive bid basis and the contract is not one involving directly or indirectly the work of the Board or Commission upon which the officer serves.

- D. IMPROPER POLITICAL ACTIVITY:** No persons holding an office, or employed in City service, except persons duly appointed to City Boards, Commissions, and committees, or persons elected to the City Council, shall:

1. Be provided with a leave of absence without pay subject to Chapter 400 of the Iowa

Code.

2. Solicit any monetary contribution to campaign funds or make any monetary contribution to any municipal political campaign or to the campaign of any candidate for municipal office.
3. Take any active part in a municipal political campaign during work hours.

E. RULES GOVERNING CLAIMS FOR PERSONAL EXPENSE INCURRED IN OFFICIAL CONDUCT OF CITY BUSINESS:

1. Those Eligible for Reimbursement: Council Members, appointed officials, employees, and agents of the City shall be reimbursed for necessary personal expenses incurred in conduct of City business in accordance with these rules and regulations. The following definitions shall be in effect for purposes of expense reimbursement:
 - a. Council Members are those individuals elected to the City Council of Grinnell.
 - b. Appointed officials are those individuals appointed to Boards and Commissions, or employees appointed directly by the City Council.
 - c. Employees are those individuals appointed and listed on the regular payroll of the City.
 - d. Agents of the City are those individuals retained on a fee basis or special appointment to perform valuable acts on behalf of the City. City Council shall designate such agents prior to expense approval.
2. Rules and Regulations. Council Members, appointed officials, employees, and agents claiming expenses shall properly document and receipt, whenever practicable, all actual expenses. The following guidelines shall be followed:
 - a. Prior approval of the City Manager, or the designated representative, is required for all personal expenses inside or outside City limits.
 - b. Eligible expense: mileage, transportation, food, lodging, etc., shall be itemized and claimed on forms provided.
 - c. Personal automobile: A City-owned vehicle shall be used to conduct City business when available. But when a personal automobile is used for transportation related to City business, actual mileage shall be compensated for at the allowable rate established by the IRS. This rate is regularly reviewed and adjusted based on IRS guidelines. Prior approval of the City Manager is required for use of a personal automobile to conduct City business. Private use of public vehicles is forbidden by state law.

Proof of insurance is required of all employees using their personal vehicle for City business.

Safety belts must be properly worn at all times in both City-owned vehicles and when using privately owned vehicles for City business. Safety belt usage is Iowa law as well as a policy of the City of Grinnell. Failure to comply with these rules is a violation of City safety policies, which is cause for disciplinary action, up to and including discharge.

A. Reporting of Tickets for Moving Violations. All employees who operate a City vehicle, or use their own vehicle on City business, and who receive a moving violation, shall notify the City of such citation. Notification must be made within 5 days after the date that the person receives the citation.

- d. Public transportation: receipts for public transportation (bus, rail, air) expenses incurred for City business must be provided for reimbursement. Whenever possible, the mode of transportation selected shall be the most economical available to provide necessary connections and to accommodate meeting schedules. Class of such transportation shall be coach or tourist rather than first or business class, unless prior authorization is obtained from the City Manager. Expense for rental of automobiles will not be reimbursed unless prior approval is obtained from the City Manager.
- e. Meals: Meals while traveling for City business will be reimbursed based on actual and reasonable costs. In order to be eligible for reimbursement of meals, the employee must present an **itemized receipt**. The City may use federal General Services Administration (<http://www.gsa.gov/mie>) per diem rates to establish reimbursement rates, but is not required to do so.
- f. Lodging: Employee lodging while traveling for City business will be reimbursed for actual cost; however, if a non-work companion is sharing lodging actual expenses shall be reduced for purposes of reimbursement. An employee must present a receipt in order to be eligible for reimbursement of lodging.
- g. Personal Expense While in a City: Employee travel and expenses incurred relating to official City business not requiring travel outside the City may be reimbursed with prior authorization from the City Manager.
- h. Payment for Expenses: expense form statements shall be properly completed and signed by the employee and appropriate department supervisor prior to submission to the City Manager. To receive proper consideration expense request must be received by the City Manager prior to the 25th of the month.

F. IOWA ETHICS AND GIFT LAW:

With the exception of food and drink and non-monetary items with a value of Three Dollars (\$3.00) or less, public officials, public employees, and that person's immediate family members (defined as spouse and dependent children) shall not directly or indirectly accept or receive any gift or series of gifts from a party doing or potentially doing business with the City.

Acceptance is forbidden unless the item is available without charge to the general public. The law currently provides for exceptions from the gift prohibition. Refer to Section

68B.22 Code of Iowa for additional information.

- G. **VIOLATIONS OF CHAPTER 321, CODE OF IOWA:** Any City employee, while operating a City-owned vehicle, who is found in violation of provisions in Chapter 321, Code of Iowa, Motor Vehicle and Law of the Road, shall be responsible for any penalties assessed for violations, in addition to any further discipline that may be deemed appropriate for the offense.

SECTION 7. SAFETY AND HEALTH.

- A. **LAWS AND FAILURE TO COMPLY:** All employees shall comply with State and Federal laws governing Safety and Health. Failure of any employee to comply shall be cause for disciplinary action, up to and including discharge.

Safety seminars and meetings will be held when appropriate.

SECTION 8. DISCIPLINARY POLICY:

The City expects certain standards of behavior from its employees. The standards are intended for the protection and welfare of the City and its citizens. Such standards and work rules are necessary so that the City can conduct its daily business in a consistent and orderly manner. The City will make efforts to uniformly and fairly enforce its rules/standards. Violation of these standards may, at the City's discretion, subject an employee to disciplinary action, including discharge from employment. Keep in mind that employment with the City is at-will and an employee may be terminated without prior notice for any reason. While it is not possible to list all the offenses for which an employee will be disciplined, the following are examples of inappropriate, unacceptable conduct that warrant discipline up to and including immediate termination without warning, advance notice or pay in lieu thereof include, but are not limited to:

- Willful damage or gross negligence to City property.
- Theft.
- Unauthorized possession of weapons or firearms on City property.
- Drinking, intoxication or possession of drugs or alcoholic beverages while working or while on City property (even off duty).
- Being under the influence of, use of, possession of, sale of or solicitation of narcotics.
- Absence without authorization.
- Assaulting or fighting another individual.
- Conviction of a criminal offense.
- Falsification of job application, time sheet or other personal documents.
- Harassment of any type.
- Dishonesty.
- Carelessness in handling City equipment.
- Threats or acts of violence in the workplace.
- Unauthorized use of City materials, equipment or other property.
- Insubordination or lack of cooperation, whether in language or conduct.

- Disruptive activity in the workplace.
- Violation of departmental rules/standards.
- Gambling on City property or while on work time.
- Abusive or improper treatment of a citizen, coworker or other individual in the City or on City payroll.
- Offensive conduct or language while in public or towards the public, City officials or employees, either on or off duty.
- Disregard for safety policies, procedures, reporting requirements or proper use of safety gear, clothing or equipment.
- Causing poor morale or disrespect among coworkers.
- Failure to report to duty when assigned or called.
- Failure to cooperate in internal investigation.

An employee may also be disciplined or terminated for poor performance, excessive absenteeism or tardiness, insubordination, dishonesty or conduct of a similar nature. The City may modify these rules as changing conditions warrant. The City expects an employee's complete cooperation in observing these rules, which have been designed for our common protection and benefit. The City may take whatever disciplinary action it deems appropriate in response to an offense, even if it is not included in the above list.

The City expects its employees to show a high degree of personal integrity, both on- and off-duty. Whether you are on- or off-duty, your conduct reflects on the City of Grinnell. Should your performance, work habits, overall attitude, conduct or demeanor become unsatisfactory, in the opinion of management, you will be subject to disciplinary action, up to and including discharge. Discipline for employees may be applied in one of the following manners:

1. Oral warning.
2. Written warning.
3. Final written warning, suspension or disciplinary probation.
4. Termination of employment.

To the extent required by law, employees will be provided appropriate due process before suspension or termination. If due process is required by law, the pre-deprivation process will include notice of the charge or charges against employee, a brief explanation of the evidence or information which supports the charges and an opportunity for the employee to respond to the charge or charges. Also, when required, the City's termination of employees will be in accordance with Iowa Code §35C.6 and/or §372.15.

While the City may elect to use progressive discipline, the City is in no way obligated to do so and the use of progressive discipline is at the sole discretion of the City. The City may issue any level of discipline as it best sees fit—including termination for a first offense—given the nature of the conduct, actions of the employee and other relevant factors. And in certain situations the City may provide an employee with notice of a problem and simply try to work with the employee to correct the problem. Again, your employment with the City is at-will which means it is for an indefinite period of time, is terminable at any time with or without notice or cause being shown by either the employee or the City, including with or without prior warning and with or without an opportunity to correct the offense or problem.

leading to the termination.

The City, pursuant to Iowa Code sections 22.15 and 22.7(11)(a)(5), advises that information placed in an employee's personnel record as a result of disciplinary action may become a public record, including the fact that an employee was demoted, discharged or resigned in lieu of being discharged, in addition to any documentation showing the reason or rationale for the demotion, discharge or resignation in lieu of discharge.

SECTION 9. GRIEVANCE PROCEDURE:

A grievance is defined as a dispute or disagreement raised by an employee involving an interpretation or application of a specific provision of this policy manual. Any matters governed by civil service law shall not be considered grievances and shall not be subject to this grievance procedure. Any disciplinary action which may be appealed to the Civil Service Commission shall not be considered a grievance and shall not be subject to the grievance procedure. Any disciplinary action or any other claim which is within the jurisdiction of the Civil Service Commission must be processed in accordance with Chapter 400 of the Iowa Code.

Step 1.

An aggrieved employee considering filing a grievance with regard to an interpretation or application of this policy manual shall first contact his/her immediate supervisor within five (5) workdays of the occurrence or event giving rise to the grievance in order to explain the grievance to the supervisor and resolve the dispute. The immediate supervisor shall attempt to adjust the grievance or otherwise satisfy the employee within five (5) workdays after being presented with the grievance.

Step 2.

If the response of the immediate supervisor is not satisfactory to the employee, the employee may submit a written statement of the grievance to his/her department manager within five (5) workdays after the supervisor's oral response is due. The department manager shall respond in writing to the aggrieved employee within five (5) workdays after receipt of the written grievance.

Step 3.

If the grievance remains unresolved on the basis of the written decision of the department manager, the employee may present the grievance, in writing, to the City Manager within five (5) workdays after the department manager's response is due. The employee shall provide the City Manager with a copy of the department manager's reply at the time that the appeal is taken.

The City Manager shall hold an informal hearing within ten (10) workdays following receipt of the appeal. The employee and his/her representative and representatives selected by the City shall have the right to present information necessary to assist the City Manager in reaching a decision on the grievance. The decision shall be issued in writing within fifteen (15) workdays following the completion of the hearing. The decision of the City Manager shall be

final and binding.

The time limit specified for each step of the grievance procedure may be extended by mutual consent. If an answer to the grievance is not given to the employee by the City within any of the time limits specified in this section/procedure, the grievance may be appealed to the next step as set forth in the grievance procedure. Failure by the employee to comply with any time limits shall constitute a withdrawal of the grievance, and no further appeal will be allowed.

SECTION 10. FAMILY MEDICAL LEAVE ACT:

The City of Grinnell is covered by the Family Medical Leave Act (FMLA) of 1993, as amended. An “eligible employee” under FMLA means an employee who has been employed for at least twelve (12) months by the City and has worked at least one thousand, two hundred fifty (1,250) hours for the City during the previous twelve (12) month period.

In accordance with the Family Medical Leave Act, employees are entitled up to twelve (12) workweeks of unpaid leave during any twelve (12) rolling month period for one or more of the following reasons:

- Birth of an employee’s child, in order to care for his or her child.
- Placement of a child with an employee for adoption or foster care.
- The employee’s spouse, person they hold themselves married to, daughter, son or parent has a serious health condition and the employee is needed to attend to their basic needs, both during periods of inpatient care and during periods of home care.
- The employee is unable to perform the functions of his/her position due to a serious health condition.
- Eligible employees may use FMLA leave to serve as a military caregiver or to handle qualifying exigencies as permitted and defined under FMLA.

For the birth of an employee’s child or placement of a child for adoption or foster care, eligibility of FMLA leave for this purpose expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

If both an employee and his/her spouse or person they hold themselves married to are employed by the City, their combined time off may not exceed twelve (12) workweeks during any twelve (12) rolling month period for the birth, adoption or foster care of a child or to care for a parent with a serious health condition. Each employee is eligible for the full twelve (12) weeks of leave within a twelve (12) rolling month period for their own serious health condition or to care for a daughter, son, spouse, or person they hold themselves married to with a serious health condition.

When an employee requests FMLA leave, the employee must use his or her accrued paid leave. Once all of the employee’s paid leave is exhausted, the employee may continue FMLA leave, to the extent to which the employee is entitled, as unpaid leave. However, an employee may reserve forty (40) hours of paid sick leave each calendar year.

The City may require that a request for FMLA leave related to a serious health condition be supported by a signed certification, issued by a health care provider of the employee or the

employee's spouse, person they hold themselves married to, daughter, son or parent, as appropriate. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave.

The City of Grinnell may, at the City's expense, require the employee to obtain the opinion of a second health care provider chosen by the City. If the two health care providers disagree about any of the information in the certification, the parties may mutually select a third medical provider at the employer's expense. The decision of the third provider shall be final and binding. The City may also require recertification and fitness for duty certifications as allowed by federal regulation. Taking of leave may be denied if requirements are not met.

Intermittent Leave or a Reduced Work Schedule: Intermittent or reduced schedule leave may be taken under the FMLA when medically necessary to care for your spouse, child, or parent with a serious health condition, or because of your own serious health condition. You must provide the City with medical certification of the need for intermittent or reduced schedule leave and must attempt to schedule your intermittent or reduced schedule leave so as not to disrupt City operations. You may be transferred temporarily to an alternative position or schedule with equivalent pay and benefits to your current position, which better accommodates the intermittent leave or reduced schedule. The use of available FMLA leave to bond with/care for a newborn or a newly-placed adopted or foster child must be taken all at once, may not be taken intermittently or on a reduced work schedule, and must conclude within 12 months after the birth or placement. If the newly born or newly placed child has a serious health condition, the employee has the right to take available FMLA leave to care for the child intermittently, if medically necessary, and such leave is not subject to the 12-month limitation after the birth or placement of the child.

All leaves of absence requested under this leave in accordance with FMLA shall be administered in accordance with the Family Medical Leave Act of 1993, as amended.

SECTION 11. COMPUTER USE:

The City provides computer facilities to its employees to assist and facilitate communications and other work-related communications and research. The computer facilities are to be used for City business. The only exception is that incidental and occasional personal use of e-mail is allowed during work breaks. Internet access should only be used for City business. Personal e-mail will be treated by the City like other e-mail messages and will be considered public records. Files, documents and e-mail, whether for personal or business use, that are created, sent, received or stored on the City's computer facilities by the employee may not be kept confidential, subject to applicable law. Personal use of the computers must be in compliance with this policy. All employee electronic files generated or stored on City computers are considered to be the sole property of the City.

The City may monitor, review and access employee electronic files for any municipal purpose, including for the purpose of ensuring that the employee is in compliance with this policy. The monitoring, review and access may be implemented on the employee electronic files of all

employees or of a specific employee. Random monitoring, reviewing and access may be implemented.

Employees may not use the City's computer facilities for any illegal, disruptive, offensive or wrongful purposes. Employees may not use the City's computer facilities to distribute defamatory, fraudulent or harassing messages; send, receive or store sexually explicit or suggestive materials or other offensive images or messages, or slurs or disparaging materials based on any person's ethnicity, race, religion, disability, sexual orientation or age; violate or infringe the copyright of any person, or incite any person to illegal actions.

Employees should not use the computer facilities to send bulk e-mail in a marketing or unsolicited format. Sending bulk e-mail is prohibited. The employee should not send or forward to others any "chain" e-mail. The employee should not use the City's logo, graphics or any other City content, unless involved in an authorized activity. Any use of the City's equipment or services for private or personal financial gain, commercial advertising or solicitation purposes is prohibited.

The City's computer facilities are only to be used by authorized persons, and an employee must have been issued or must create one or more passwords in order to use the City's computer facilities. The employee must provide any passwords that the employee has created to access the City's computer facilities to the City Manager. The employee should not give its passwords to any other people. The employee may not use some else's password without the express written authorization from the City. Each user is responsible for the proper use of his or her account and any activity conducted with it. This includes choosing safe passwords, protecting them and ensuring that file protections are set correctly. Each employee is responsible for the security of any system he or she connects to the network. Any employee who finds a possible security lapse on the City's computer system or network must report it to the City Manager as soon as possible.

Malicious use or deliberate disruption of the City's computers, network or internet/e-mail services and the misuse and deliberate damage to a City computer or services is prohibited.

E-mail should be retained as long as administratively useful or at least two years. Employees should determine if the e-mail might have possible long-term administrative use and/or historical value. In those cases the e-mail should either be retained permanently or destroyed after the administrative use ends.

Daily diaries or logs (appointment calendars, telephone or radio logs, task lists, etc.) should be retained for five years before deletion.

Employees should be aware that their "deletion" of electronic information will, in most cases, not erase such information from the computer system's storage until it is overwritten with other data and it may, in any case, still reside in the City's computer network either on various backup systems or other forms and, even if erased, may still exist in the form of printouts.

This policy may be amended from time to time as the City Council determines to be necessary, with or without notice to the employees.

Violation of this policy will subject the employee to discipline, up to and including discharge.

SECTION 12. CELL PHONE/ELECTRONIC COMMUNICATION DEVICE USE:

While at work, employees are expected to exercise discretion in use of personal cell phone/electronic communication devices. Personal calls during work hours, regardless of the phone use, can interfere with employee productivity, safety and may be distracting to others. Employees are prohibited from using cell phone/electronic communication devices in any illegal, illicit or offensive manner.

Use of cell phones/electronic communication devices by City employees for personal use is limited during work hours. Employees may use cell phones/electronic communication devices for personal use during lunch or break periods only, except in the case of emergency. Use of cell phones/electronic communication devices should be made in a private space away from other employees, citizens and common work areas. Personal cell phones/electronic communication devices are to be turned off or placed on silent mode during working hours. If an employee's use of cell phone/electronic communication devices for personal use causes disruptions or loss in productivity, the employee may become subject to disciplinary action. The City reserves the right to request that an employee provide cell phone bills and usage reports for calls made during working hours to determine if the use of the cell phone/electronic communication device was excessive.

Drivers shall comply with all federal, state and local laws and regulations regarding use of cell phone/electronic communication devices and other mobile technology devices. No employee may use a cell phone/electronic communication device for personal use while operating City vehicles, equipment or machinery. Sending or reading text messages, e-mails, viewing videos and inputting data into cell phones or laptop computers or navigation systems are prohibited while driving. The cell phone voicemail feature should be on to store incoming missed calls and messages while driving, and all message retrievals and calls should be made after the vehicle is safely parked. If acceptance of an incoming call or text is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options, if available, refrain from complicated or emotional discussions and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

Under no circumstances are employees allowed to place themselves at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, including termination.

SECTION 13. WHISTLEBLOWER PROCEDURE:

If any employee has a complaint against state agencies, officials of state, or local governments in Iowa, they may contact the Office of Ombudsman. For more information on what the Office of Ombudsman can and cannot do, please see <https://ombudsman.iowa.gov/services/for-the-public/what-the-iowa-office-of-ombudsman-can-do>.

In compliance with the Office of Ombudsman's guidelines, we ask employees to first consider taking the following steps:

- A difference of opinion or misunderstanding is often resolved by simply taking the time to

talk and listen. If you have a problem with a state or local government agency, first take the matter up with the agency involved before calling the Office of Ombudsman. Many times, an agency official will be eager to explain a specific policy or will correct the problem to your satisfaction.

- Here are some good common-sense basic steps to take when trying to resolve most any problems with a government agency or a Utility in the private sector:
 - Be prepared. Know what questions you are going to ask (it helps to write them down). Be sure to have any relevant information you need available before you contact the agency.
 - Be pleasant. Treat public employees as you like to be treated. Getting angry or rude will not resolve your problem and may only confuse the real issues.
 - Keep records. Take notes, ask for the names and titles of employees you speak with, and save all of your correspondence.
 - Ask questions. Ask why the agency acted as it did. Ask employees to identify the rules, policies, or laws that governed their actions. Ask for copies.
 - Talk to the right people. Do not get angry with the first employee you meet; usually they cannot make or change policy. If you cannot resolve the matter, ask to talk with a Supervisor. Keep asking questions until you understand what happened and why.
 - Read what is sent to you (including the fine print)! Carefully read all information sent to you. Many agency decisions may be appealed, but there are deadlines. Be sure to follow appeal rules and deadlines. It is a good idea to mail your appeal certified, return receipt.

If you follow these suggestions and still cannot resolve your problem, or if you choose not to utilize these options, you may contact the Office of Ombudsman toll-free at 1-888-IA-OMBUD (1-888-426-6283). For more information, please contact the City Manager.

SECTION 14. CONFLICT:

Where this Personnel Manual is in conflict with state or federal laws, requirements under the applicable law shall take precedence over this manual.

SECTION 15. DISCLAIMER:

THIS MANUAL DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT.

This manual does not constitute or create a contract of employment or change the at-will nature of your employment with the City. Rather, this manual has been prepared to acquaint you with the City of Grinnell's employment policies, your responsibilities as an employee, and the many benefits and privileges our employees may enjoy. It is presented as a matter of information only. The City is committed to reviewing these policies continually and reserves the right to change or terminate any or all of them at any time, with or without notice to the employee. As a City employee, you are employed at-will, unless otherwise required by law. You retain the right to terminate your employment at any time for any reason, and the city retains the same right. No policy or practice of the city should be construed to change this relationship. Only the City Council has the right to modify or change this practice, and such action must be in writing.

Management is committed to reviewing these policies and benefits. Accordingly, the policies and benefits outlined in these procedures are subject to review and change by management at

any time. No communication or practice limits the reasons or procedures for termination or modification of the employment relationship.

Appendix A

CITY OF GRINNELL POLICY PROHIBITING HARASSMENT

SUBJECT: HARASSMENT

It is the policy of the City of Grinnell that no employee be harassed by another employee, customer, or supervisor on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity, disability, pregnancy, genetic information, or any other protected characteristic as established by law.

Illegal harassment, whether verbal or physical, will not be tolerated. All members of management have the explicit responsibility and duty to take corrective action to prevent any illegal harassment of our employees. The City expects the full cooperation of all employees in eliminating and addressing all forms of discrimination and harassment in the workplace.

Prohibited Conduct

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws and is strictly prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is a term or condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions; or (3) such conduct has the purpose or effect of creating an intimidating, offensive or hostile working environment. Examples of offending conduct include, but are not limited to:

- Use of suggestive comments, sexual language or obscene gender related jokes or pictures;
- Sexual remarks about a person's body or sexual activities;
- Patting, pinching or inappropriate touching;
- Demanding sexual favors accompanied by implied or overt threats concerning employment, compensation, promotion and/or job assignment; and
- Sexual assault

Harassment on the basis of any other characteristic protected by federal, state or local laws is also illegal and strictly prohibited. Under the City's policy, harassment is verbal, physical, visual, or other conduct directed toward an individual because of that individual's protected status and that: (1) has the purpose and effect of creating an intimidating, offensive or hostile working environment; (2) has the purpose or effect of unreasonably interfering with work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Complaint Process

Employees are encouraged to report harassment *before* it becomes severe or pervasive. While isolated incidents of harassment generally do not violate the law,

a pattern of such incidents may be unlawful and isolated incidents may still violate City policy and/or conduct expectations. The City's desire is to stop and remediate harassment, but it cannot stop something of which it is unaware. It is the duty and responsibility of every City employee to immediately report potential violations of this Policy, whether directed directly towards them or towards a co-employee.

If you feel you are a victim of discriminatory harassment or other inappropriate behavior, you may choose to personally confront your alleged harasser by letting that person know that his or her conduct is unwelcome. If the matter is not resolved or if you choose not to confront the harasser, report your concerns to your immediate supervisor, any departmental supervisor, the City Manager, the City Clerk, the City Attorney, or a member of the City Council.

The City will investigate a complaint of harassment immediately and will take prompt and appropriate corrective action to end the harassing behavior. Any individual found to have engaged in harassing behavior will be subject to discipline, up to and including termination.

Prohibition of Retaliation

The City will not take adverse employment action against an employee because the employee has made a good-faith report of discrimination or harassment prohibited by this Policy or law, or because he or she has participated in an investigation or provided information related to such complaints. Furthermore, the City will not tolerate materially adverse treatment among co-employees for engaging in such behavior.

If an employee believes he or she is being treated adversely because he or she has made a complaint of discrimination or harassment or participated in an investigation or provided information related to such complaints, the employee should immediately report it to his or her your immediate supervisor, any departmental supervisor, the City Manager, the City Clerk, the City Attorney, or a member of the City Council.

The City will not tolerate retaliation against employees for engaging in activity protected by law, and any employee found to have taken materially adverse employment action against another for engaging in such activity is subject to disciplinary action, up to and including termination of employment.

APPENDIX B

CITY OF GRINNELL DRUG & ALCOHOL POLICY

SCOPE

In compliance with the Drug-Free Workplace Act of 1988, every employee of the City of Grinnell will receive a copy of this Policy and acknowledge their compliance. Copies of the Act are also available for any employee upon request from the City Office.

This document establishes the Drug and Alcohol Policy of the City of Grinnell, and, as such, supersedes all previously issued policies, publications, memorandums, and documents related to this subject. If you have any questions relating to material covered in this policy, see your supervisor or contact the City Office.

POLICY

The goal of the City of Grinnell's Drug and Alcohol Policy is to make a good faith effort to maintain a drug-free workplace and to otherwise comply with the "Drug-Free Workplace Act of 1988". The City of Grinnell recognizes that misuse of alcohol and other drugs is a pervasive problem in our society. The City of Grinnell is committed to the position that the most effective way of approaching this problem is through education, assessment, early intervention, and treatment, if necessary. This policy is intended to promote assessment, treatment and rehabilitation as needed, as well as a safe and secure work environment. The City of Grinnell encourages employees to seek assessment and to utilize its designated confidential assessment service as described in the Personnel Policy Manual of the City of Grinnell.

To promote these goals, the City of Grinnell has established a drug-free awareness program. The use of controlled substances, prescribed and non-prescribed drugs, or alcohol by an employee is of concern to the City of Grinnell when such usage interferes with job performance, conduct, attendance, safety, or when in violation of the law.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by employees, while on the city of Grinnell premises or while on city of Grinnell business, is prohibited. Conducting City of Grinnell business, which includes driving vehicles or operating City of Grinnell equipment, while under the influence of alcohol or other drugs is also prohibited. Engaging in any of these prohibited activities may result in disciplinary action, including dismissal.

GUIDELINES

The City of Grinnell recognizes that early identification through assessment and subsequent referral to the appropriate type of care may result in successful treatment of addictions. Appropriate care facilities are included in the City of Grinnell's medical coverage.

1. Supervisors should make every effort toward early identification and encouragement of the employee to seek evaluation. It is understood that it is not the responsibility of supervisory personnel to determine if an employee has a substance abuse problem. Thus, referral for diagnosis and treatment, when necessary, will be based on observed job performance problems or issues.
2. Consideration will be given to post-treatment activities (i.e. aftercare AA Meeting, etc.). However, an employee's involvement in substance abuse treatment is not considered an alternative to meeting established work and attendance standards. If it becomes necessary for an employee to undergo some form of treatment in an appropriate facility, absence will be handled in accordance with applicable benefit plans.

3. In the event of a relapse, the City of Grinnell will consider alternatives appropriate to the individual situation.

In order to comply with the "Drug-Free Workplace Act of 1988" each employee will be given a copy of this policy and guidelines and will agree to comply. This includes the requirement that any employee convicted of any criminal drug statute violation occurring on the job must notify the City Clerk within five (5) days.

ADDENDUM
CITY OF GRINNELL
SUBSTANCE ABUSE POLICY FOR DRUG AND ALCOHOL TESTING (NON-DOT POSITIONS)

An active employee may be requested or required to submit to a drug or alcohol test under any of the following circumstances:

- Reasonable Suspicion. A specific active employee may be required to submit to a drug or alcohol test if the City has evidence that the employee is using or has used alcohol or drugs in violation of the City's written policy. This evidence must be drawn from specific objective and articulable facts and reasonable conclusions drawn from those facts. Examples that might support such are:
 - Observations made at work, such as direct observation of alcohol or drug use or the physical symptoms of being impaired by alcohol or drug use.
 - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - A report, by a reliable and credible source, of alcohol or drug use.
 - Evidence that an individual has tampered with any alcohol or drug test during the individual's employment with the City.
 - Evidence that an employee has caused an accident while at work which resulted in an injury to a person for which injury, if suffered by an employee, a record or report could be required under Chapter 88, or resulted in damage to property, including equipment, in an amount reasonably estimated at the time of the accident to exceed one thousand dollars (\$1,000).
 - Evidence that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred drug while working, or while on the employer's premises or while operating the employer's vehicle, machinery or equipment may be cause for termination.

Prior to the City receiving the results of the employee's drug test, the employee's employment with the City will be suspended without pay, pending the outcome of the test. If the result of the test does not violate the terms of this written policy, the employee will be reinstated, with back pay.

- **Drug Testing of Employees Required to Maintain a Commercial Driver's License**
Federal law requires drug testing of certain employees required to have a commercial driver's license (CDL). Employees covered by those federal regulations will receive a supplement to this handbook.

ADDENDUM
CITY OF GRINNELL
SUBSTANCE ABUSE POLICY FOR DRUG AND ALCOHOL TESTING FOR DOT POSITIONS

If the test of an employee, who is subject to the requirements of Federal DOT drug and alcohol testing, results in a Medical Review Officer (MRO) verified positive test for the use of drugs, or an alcohol concentration of 0.04 or greater, the employee will be referred to an appropriate substance abuse professional for assessment and enrollment in a treatment and rehabilitation program, if recommended. Results of the positive drug or alcohol test and terms of the rehabilitation will remain confidential, except as provided by applicable Federal Regulations.

If the test results indicate an alcohol concentration of at least 0.02 but less than 0.04, the driver will be removed from the job for at least 24 hours and shall be permitted to use compensatory time or vacation, or leave without pay if paid leave is not available. Alternatively, the employee may be assigned to non-safety-sensitive duties with approval of the department supervisor. The employee may return to safety-sensitive duty at his/her next scheduled shift after completion of the following:

- At least 24 hours have elapsed from the breathalyzer test which indicated an alcohol concentration of at least 0.02 and,
- The employee has taken another breathalyzer test which indicates an alcohol concentration of less than 0.02

Employees referred to the treatment and rehabilitation program as a result of an MRO verified positive test or breath testing showing an alcohol concentration above 0.04, must immediately cease any substance abuse, must be subject to testing before returning to safety-sensitive duty, must subject themselves to periodic unannounced testing for a period of not to exceed sixty months, and must comply with all other conditions of the treatment and counseling program recommended by the substance abuse professional.

None of the expenses of the substance abuse treatment and rehabilitation program shall be paid for by the City of Grinnell. Expenses for the rehabilitation program shall be paid for entirely by the employee with the employee health insurance provider funding a portion as provided in the benefit plan.

An employee required to take time off in order to participate in a rehabilitation program will be permitted to use sick leave, vacation time, and /or unpaid leave.

Participation in substance abuse treatment and rehabilitation will not result in disciplinary action; however, non-covered duties may be assigned until the MRO or substance abuse professional determines that the employee may return to duty. Successful completion of the prescribed program will be required for the employee to continue employment with the employer.

If an employee is undergoing substance abuse treatment and counseling or has returned to duty upon successfully completing such treatment and rehabilitation and a subsequent test is verified by the MRO as positive, or results in an alcohol concentration of 0.04 or greater, the employee will be subject to further disciplinary action, **up to and including termination.**

Employees who undergo substance abuse treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.