

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 7
Council Chambers, City Hall

February 4, 2020
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Roe, Stevens, Meyers, Berg and Mayor Pro Tem Dalbey.

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 3 on January 14, 2020, Regular Meeting No. 4 on January 21, 2020 and Special Meeting No. 5-A on January 24, 2020 as presented.
2. Approve the rebuild/repair of one of the Airport Station Pumps (Flygt Model 3171) from Electric Pump in Des Moines, IA for the quoted price of \$10,708 for WPCF.
3. Resolution No. 12-2020, authorizing the destruction of certain records according to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Retention Manual.
4. Resolution No. 26-2020, setting March 17, 2020 as the date of a public hearing on the disposition of City owned property located at 319 W. Fifth Street.
5. Beer and/or liquor applications for: Cedar Creek Golf Course, 13120 Angle Rd. with outdoor service area; Hy-Vee Wine & Spirits, 2453 N. Court; Albia Rd. BP, 1340 Albia Rd.; North Court BP, 1301 N. Court; Pennsylvania & Jefferson BP, 1147 N. Jefferson; West Second & McPherson BP, 1049 W. Second; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Upcoming trip to DC in March.
2. Goal sheets from council.

All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Recommendation on the National Register eligibility for the nomination of Agassiz School located at 608 E. Williams in Ottumwa, Iowa for the National Register of Historic Places.

RECOMMENDATION: Approve the recommendation and authorize the Mayor Pro Tem to sign the CLG National Register Nomination Evaluation Report form.

2. Bid review and contract award for asbestos removal and demolition of 119 North Ward.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition and disposal of the structures located at 119 North Ward to Weston McKee of Fairfield, Iowa, in the amount of \$16,600.

3. Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Ottumwa Association of Professional Firefighters, Local 395, International Association of

Firefighters (AFL-CIO-CIC), representing City Fire Department employees, commencing on July 1, 2020 and continuing through June 30, 2024, and authorize the Mayor Pro Tem to sign the agreement.

RECOMMENDATION: Approve collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor Pro Tem to sign the agreement.

4. Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Public Works, Parks, Airport and Cemetery employees, commencing July 1, 2020 and continuing through June 30, 2024 and authorize the Mayor Pro Tem to sign the agreement.

RECOMMENDATION: Approve the collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor Pro Tem to sign the agreement.

5. Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Municipal employees, commencing July 1, 2020 and continuing through June 30, 2024 and authorize the Mayor to sign the agreement.

RECOMMENDATION: Approve the collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor Pro Tem to sign said agreement.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the sale of City owned property located at 102 N. Ransom in the City of Ottumwa, Wapello County, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 7-2020, accepting the bid and approving the sale of Lot 51 in Block 6 in R. S. Smith's Third Addition to Pickwick, now in the City of Ottumwa Wapello County, Iowa also known as 102 N. Ransom to Garret Crosby for the sum of \$10,500.

RECOMMENDATION: Pass and adopt Resolution No. 7-2020.

2. This is the time, place and date set for a public hearing for approving FY21 Maximum Property Tax Dollars.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 14-2020, approving the maximum property tax dollars for Fiscal Year 2021.

RECOMMENDATION: Pass and adopt Resolution No. 14-2020.

3. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Ottumwa Street Reconstruction Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 20-2020, approving the plans, specifications, form of contract and estimated cost for the 2020 Ottumwa Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 20-2020.

H. RESOLUTIONS:

1. Resolution No. 16-2020, authorizing the Mayor Pro Tem to execute an Agreement with the Iowa DOT to maintain the Milner Street Multi-Use Trail

RECOMMENDATION: Pass and adopt Resolution No. 16-2020.

2. Resolution No. 21-2020, approve Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 RFP#2 – Benton Brick Sewer Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 21-2020.

3. Resolution No. 23-2020, authorizing the City to enter into a Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. for the proposed Issuance of bonds, notes, or other obligations and Authorize the Director of Finance to sign same.

RECOMMENDATION: Pass and adopt Resolution No. 23-2020.

4. Resolution No. 24-2020, set February 18, 2020 as a date for a public hearing on the proposition to authorize a Loan Agreement and the issuance of not to exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes of the City of Ottumwa, State of Iowa, for essential corporate purposes and providing for publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 24-2020.

5. Resolution No. 25-2020, authorize the hiring of Philip Rath as the City Administrator effective February 17, 2020 and authorize Mayor Pro Tem to sign the Employment Agreement on behalf of the City.

RECOMMENDATION: Pass and adopt Resolution No. 25-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. PETITIONS AND COMMUNICATIONS

ADJOURN

***** It is the goal of the City of Ottumwa that all City Council public meetings are accessible to people with disabilities. If you need assistance in participating in City Council meetings due to a disability as defined under the ADA, please call the City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. *****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 1/31/2020 TIME: 11:15 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #7 to be held on 2/4/2020

*** FAX MULTI TX REPORT ***

JOB NO. 1262
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



CITY OF
OTTUMWA

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MEMO: Tentative Agenda for the Regular City Council Meeting #7 to be held on 2/4/2020

*** TX REPORT ***

JOB NO. 1262
DEPT. ID 4717
ST. TIME 01/31 11:07
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



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FROM: Christina Reinhard

FAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #7 to be held on 2/4/2020

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 3
Council Chambers, City Hall

January 14, 2020
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Meyers, Berg, Roe, Stevens and Mayor Pro Tem Dalbey.

Roe moved, seconded by Meyers to approve the agenda as presented. All ayes.

Presentation by David Silverio, Director and Mary Kirk, Assistant Director, of Ottumwa Transit on the fixed route system.

The Federal Transit Admin. (FTA) has categorized Ottumwa Transit as one of seven Municipal Transits in the State of IA (Burlington, W. Burlington, Clinton, Ft. Dodge, Marshalltown, Mason City and Muscatine make up the remainder).

Fixed route operates from 6:45 A.M. to 6:00 P.M., Monday through Friday. OTA also offers complimentary paratransit as a door to door service for people with disabilities and shuttles for groups who are low income, elderly and/or disabled.

Ridership for FY18 is 138,019, with the airport route making up approximately 25% of this total.

Transit achievements: voted most improved transit system in 2013 from IDOT and FTA based upon increased ridership and decreased operating cost; increased driver safety training; increased from 2 full-time drivers to 7 (2014-present); in 2016 partnered with Wapello County Veterans Affairs to provide free rides to Veteran's and their families; purchased 3 light duty buses and 2 mini vans; on-site gasoline fuel tank purchased in 2019; contractual agreements with Logisticare and Access2Care to provide Medicaid/Waiver trips.

Transit future goals: decrease transit levy that's currently at \$496,000; decrease the cost of fares; increase ridership and revenue.

Strategic Plan: expand service, open on Saturdays, increase ridership, create more full-time driver positions, open on the holidays for riders with dr. appointments, etc., increase revenue.

Total of 10 full time employees (7 of these being drivers) and 12 part time employees (drivers, bus washer and dispatchers).

Current Transit Fleet: 9 Medium Duty 36 passenger buses, 3 Light Duty 18 passenger buses and 5 ADA compliant Mini Vans.

Plan to purchase 5 light duty buses in 2020 totaling \$654,395 with IDOT Reimbursement of 85% brings total cost for Transit to \$98,159.25. These will be more fuel efficient and will decrease maintenance expenses.

Transit is self-funded and receives no money from the City's General Fund.

Any federal unappreciated funds must be paid back to the Federal Government (approximately \$307,000).

Ottumwa Transit pays the City of Ottumwa \$47,253 annually for Admin. fees that goes into the General Fund.

IDOT requested both Ottumwa Transit and 10-15 Transit to create a MOU to satisfy the need for two public transit systems to operate in the same area; however, it became clear that a compromise could not be reached. A legislative decision will not be made tonight; but at the next regularly scheduled City Council mtg. on January 21, 2020.

Jay Allison presented on behalf of 10-15 Transit on the proposal sent to the City of Ottumwa on 11/14/2019.

In FY18, 10-15 Transit operated 326 days (including 44 Saturdays, 24 Sundays and 9 Holidays) providing 12,182 rides within the City of Ottumwa. Ridership continues to increase: FY19 18,353; FY20 (first 6 months) over 11,000.

10-15 first offered Ottumwa Transit all of the nursing homes and assisted living transportation that they currently provide in the City of Ottumwa and Ottumwa Transit was not interested. The only thing Ottumwa Transit was interested in was all of the insurance trips in Ottumwa and a two-block buffer of the fixed route bus system.

The proposal created by the 10-15 Board will allow 10-15 Transit to merge the fixed route and ADA Paratransit at a lower rider cost in conjunction with door to door demand response.

Reminder that the 10-15 Transit is the company they are today because of instructions received when we separated from the City on January 1, 2014. If the decision is made to not accept the proposal from 10-15 Transit, they will direct all transportation inside the city limits of Ottumwa over to Ottumwa Transit starting March 1, 2020.

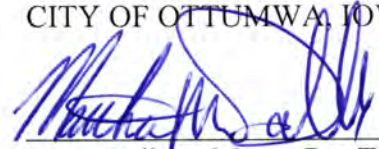
10-15 Transit Proposal would provide all transportation in the City of Ottumwa starting July 1, 2020 and would not ask for any property, tools or employees. They would request fleet and vehicle lift for their operation and would significantly lower all rates for services. 10-15 Transit would use the current tax levy for 3 years and provide more service for holidays. Services will not be discontinued, but will be maintained. The initial proposal is 3 years with financial responsibility of the City being done after that time.

Mayor Pro Tem Dalbey inquired if there was anyone from the audience who wished to address an item on the agenda. Public comments were received from: Terry Bradley, Director of Wapello County VA; Terri Shaw, resident; Doris Whitten, resident; Mary Margaret Butler, Whatsoeveryou do non-profit organization; Heather Jones, resident; Robert LaPoint, resident.

Mayor Pro Tem Dalbey inquired if anyone from the audience wished to address an item not on the agenda. Mr. Terry Bradley asked for the City to consider a liaison with his office so we are informed of what is going on with our veteran population.

There being no further business, Berg moved, seconded by Meyers that the meeting adjourn. All ayes. Adjournment was at 6:49 P.M.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 4
Council Chambers, City Hall

January 21, 2020
5:30 O'Clock P.M.

The meeting convened at 5:31 P.M.

Present were Council Member Stevens, Meyers, Berg, Roe and Mayor Pro Tem Dalbey.

Roe moved, seconded by Meyers to approve the following consent agenda: Mins. from Reg. Mtg. No. 1 on Jan. 7, 2020 and Special Mtg. No. 2 on Jan. 9, 2020 as presented; Acknowledge Dec. financial stmt. and payment of bills as submitted by the Finance Dept.; Purchase of a Traffic Signal Conflict Monitor Tester for the Electrical Dept., total net cost \$10,980; Purchase six (6) galvanized light poles in the amount of \$16,464 to replace the City's metal street light poles that are dated and rusting out at the bases; Res. No. 13-2020, setting Feb. 4, 2020 as the date of a public hearing for the consideration of the Max Property Tax Dollars for the City's proposed FY21 Budget; Beer and/or liquor applications for: El Rancho Grande, 232 E. Main St.; Iowa Liquor & Tobacco, 1021 E. Main St.; Hy-Vee Food Store #1, 1025 N. Quincy Ave.; Fareway Stores, Inc. #648, 1325 Albia Rd.; Dollar General Store #7179, 721 N. Quincy Ave; Dollar General Store #2898, 921 E. Main St.; Recovery Room, 1805 W. Second St.; The Keg, 622 Church St., with outdoor service area; all applications pending final inspections. All ayes.

Meyers moved, seconded by Stevens to approve the agenda as presented. All ayes.

Fire Chief Miller presented a Life Saving Award to Master Fire Fighter Jeff Box for his efforts on Oct. 8, 2018 when responding to an emergency near Turkey Island in dangerous floodwaters. Also receiving this award, Nate Ware, with Canadian Pacific Railroad, as he was instrumental in operating the crane to assist in the rescue.

Main Street Ottumwa Dir., Fred Zesiger, provided his first quarterly rpt. to Council. Main Street Ottumwa's 2020 Strategic Priorities include: continue working toward organizational efficiency and financial sustainability, support property owners, businesses, and residents – particularly those affected by the streetscape improvements project, strengthen partnership/activities that make downtown Ottumwa vibrant and active, and further efforts to better "tell our story" to local officials, develops, and the world. These Strategic Priorities will be met by the efforts of the following boards and/or committees: Brd. & Exec. Dir., Economic Vitality Committee, Design Committee, Business Promotions Committee, Social Promotions Committee and the Organization Committee. Our mission is to improve the social and economic wellbeing of the district by capitalizing on the unique identity, assets, and character of our downtown area using the comprehensive Main Street Four Point Approach™. The Main Street District includes 139 businesses (28% - retail, 55% - service, 15%-food/beverages) that employ 854 full time employees and 270 part time employees. 53 units were noted as upper story housing in 2006; up to 110 units in 2019. The assessed value in 2019 for the Main Street District was \$22,379,257 which is almost a \$300,000 increase. Introduction of Chairs: Brad Grefe, President; Blaire Seims, VP; Cladia Gates, AJ Gevock, Jake McCoy, Connie Ferguson, Tricia Smith and Kolby Streeby. Main Street Iowa Open for Business Competition is a grant opportunity for any business (that is either already in the Main Street District, or moving to the Main Street District) and has been around for at least 2 yrs.

Planner Simonson presented on the Healthy Neighbors Program that awarded 8 grants to property owners in the City last year. Projects included new paint, siding, windows, roof, front porch repairs, structural repairs, soffit and fascia repairs. Would like to continue this initiative for 2020.

Interim City Admin. Lazio stated we will hold a Special Wrk Session Jan. 28, 2020, at 5:30 P.M. in council chambers to discuss CSO Ph. 8, Div. 1 Project and Funding.

Mayor Pro Tem Dalbey inquired if there was anyone from the audience who wished to address an item on the agenda. Tom L. Johnson would like to speak on Item F-4 and Victoria Sentria wished to speak on Item H-5.

City Engineer Dohlman reported on FY 2021 Tier 1 Energy Efficiency Projects – Update Facilities Maint. Rpt. Council requested a listing of the energy efficiency projects that would be eligible for rebates. Shown are projects listed under Tier 1 that would be eligible for Alliant or MidAmerican rebates. Call your attention to the HVAC Schematic Design for City Hall. This provides options to consider replacement of our boiler system. I would consider setting up a special work session to discuss this list in greater detail.

Roe moved, seconded by Meyers to award the contract for the Beach Reno Ph. 4, RFP 6X Drainage Improvements to D.C. Concrete & Construction, LLC in the amount of \$22,455 and authorize the Mayor Pro Tem to sign the contract. Parks & Rec. Dir. Rathje reported four bids were received. The project will be completed by May 15, 2020, weather permitting. All ayes.

Meyers moved, seconded by Roe to maintain current policy for ownership and financial responsibility for repair of sewer laterals to City owned and maintained sewers as it was previously questioned at 1422 N. Elm St. from the mtg. on Jan. 7, 2020. PW Dir. Seals discussed that home owners have the option to purchase Homeserve insurance. Coverage level depends on the purchased plan. There is a 30 day activation period and it cannot be a known pre-existing condition to qualify. All ayes.

Mr. Tom L. Johnson was called to the podium to discuss the petition he filed with the City Clerk on Dec. 19, 2019, requesting the removal of a German Shepherd dog located at 1443 S. Ferry St. The USPS stopped delivery of mail service to Mr. Johnson's residence due to the dog viciously attacking one of the mail carriers. He requests that the dog be removed from city limits in accordance with our City Code. This is an example of a dangerous animal which has demonstrated a propensity without provocation to attack or bite.

Police Chief McAndrew and Animal Control Officer Williams discussed this incident. Officer Williams investigated an incident involving a German Shepherd at 1443 S. Ferry St. that bit a mailman causing injuries to his face and chest requiring stitches on Dec. 1, 2019. The dog was not provoked. Officer Williams determined that the dog had been restrained inside a kennel; however, the dog was able to utilize a board that had been placed inside the kennel to escape over the kennel fencing. The board has since been removed and the kennel appears capable of properly restraining the dog. The Police Dept. has no credible reports of the dog running loose or the dog attacking anyone else; therefore advised the owners that the dog could stay in the City as long as it remained properly restrained. It would be removed from the City if the animal bites another person. It was further stated that the owners relinquished the dog to Heartland Humane to be adopted out to a residence outside of city limits.

A motion was made by Meyers to remove the dog from inside City limits. Seconded by Stevens. All ayes.

Roe moved, seconded by Berg to approve the addition of two counties (Appanoose and Lucas) to our Southeast Iowa Response Group (SIRG) 28-E Agreements, and make them a part of our Regional Haz Mat response team. Fire Chief Miller reported these two counties will be added July 1, 2020. They join the following counties: Clarke, Davis, Decatur, Jefferson, Van Buren, Monroe, Ringgold, Wapello and Wayne. All ayes.

Meyers moved, seconded by Berg that Res. No. 8-2020, approving Change Order No. 1, and accepting the work as final and complete and approving the final pay request in the amount of \$15,406.54 for the 2019 Sanitary Utility Access Program, be passed and adopted. PW Dir. Seals reported change order no. 1 increases the contract by \$4,683.54; making the new contract sum \$60,336.64. All ayes.

Roe moved, seconded by Berg that Res. No. 15-2020, authorizing the Mayor Pro Tem to execute a Pipeline License Contract between BNSF Railway Company and the City of Ottumwa for Preliminary work on CSO, Ph. 8, Blake's Branch, Div. 1 Project, be passed and adopted. PW Dir. Seals reported we were able to increase the agreement from 25 to 50 yr. lease agreement. The fee for processing the agreement is \$1,500. Staff recommends purchasing BNSF Railroad Protective Liability Insurance for \$1,266. All ayes.

Berg moved, seconded by Meyers that Res. No. 17-2020, removing a special assessment applied to a vacant lot on N. McPherson, on Res. No. 5-2008 and rescinding Res. No. 2-2020, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported the vacant lot had two special mowing assessments, one from 2008 and one from 2018. The assessment from 2018 was paid leaving the assessment from 2008. The 2008 mowing assessment was in the amount of \$173 plus the county's \$5 admin. fee. The original assessment has since accrued penalties of \$353. All ayes.

Roe moved, seconded by Meyers that Res. No. 18-2020, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review with local assessor, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this resolution approves 6 residential and 2 commercial tax abatement applications subject to review by the local assessor. All ayes.

Meyers moved, seconded by Stevens that Res. No. 19-2020, continue operations at Ottumwa Transit Auth. with a fixed route system in the City of Ottumwa, be passed and adopted. Victoria Centria stated how she feels the 10-15 transit service is valuable to the City. It is important to clarify what prompted this change in services – it was driven by the IDOT to have both entities develop a MOU to not compete for services. The IDOT cannot justify double funding for the same services. Transit Dir. Silverio stated they will do whatever is required to make this work. We want to make sure we are taking care of those that were relying heavily on 10-15 for services (elderly, disabled) and more sensitive to the needs of the handicap/paratransit. Keeping these services in place provides an opportunity to move ahead with the strategic plans OTA wants to accomplish. Transit will bring monthly reports to Council. All ayes.

Mayor Pro Tem Dalbey inquired if anyone from the audience wished to address an item not on the agenda. There were none.

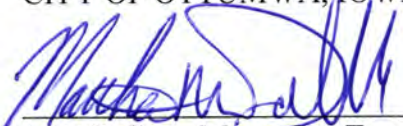
Interim City Admin. Lazio reminded everyone the City Admin. candidates are coming to Ottumwa this Friday and Saturday. There will be a dinner with Council on Friday at BVC, starting at 5:00 P.M. with a meet and greet following at 6:30 P.M. for the public to visit and ask questions. Sat. morning, interviews with the candidates will start at 8:30 A.M. in council chambers at City Hall. Candidates will be interviewed by Council, Dept. Heads, and a Public Forum as they move throughout City Hall. Council will eventually go into closed session to discuss the candidates.

Finance requests feedback and direction from Council on their main goals for the upcoming fiscal year. There will be some tough decisions to make with the budget.


There being no further business, Berg moved, seconded by Stevens that the meeting adjourn. All ayes.

Adjournment was at 7:07 P.M.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 5 - A
Bridge View Center, 102 Church Street

January 24, 2020
5:00 O'Clock P.M.

The meeting convened at 5:00 P.M.

Present were Council Member Meyers, Berg, Roe, Stevens and Mayor Pro Tem Dalbey.
Also present were Interim City Admin. Lazio, the two City Admin. Candidates: Joseph Gaa, Philip Rath and his spouse Greta Rath; Consultants with Moulder & Associates: Stephen Niebur, William Moulder and Elizabeth Hansen with Midwest Municipal Consulting; and Peg Lazio and Kristi Meyers.

Stevens moved, seconded by Meyers to approve the agenda as presented. All ayes.

City Admin. Lazio introduced Dinner, Social Event with City Admin. Candidates - no legislative City business will be conducted or action taken.

Interim City Admin. Lazio stated that the meeting recess and will reconvene in the atrium at Bridge View Center for City Admin. Candidates meet & greet with public, starting at 6:30 P.M.

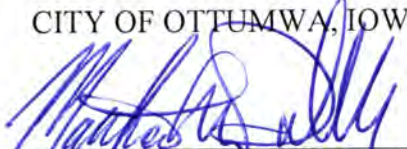
Candidates entertained questions from the public during the Meet & Greet that started at 6:30 P.M.

There being no further business, Roe moved, seconded by Meyers that the meeting adjourn. All ayes.

Adjournment was at 7:10 P.M.

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

Matt Dalbey, Mayor ProTem

FILE

2020 JAN 30 PM 12:10

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 4, 2020

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom X. Lopez
City Administrator Approval

AGENDA TITLE: Approve the rebuild of one of the Airport Station Pump.

**Public hearing required if this box is checked. **

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION:

Approve the repair of a Flygt Model 3171 pump from Electric Pump in Des Moines, IA for the quoted price of \$10,708

DISCUSSION:

This pump is located at the Airport Pump Station which is a lift station used to pump wastewater to the Water Pollution Control Plant.

This Flygt Model 3171 has been in service 10 years and the seals, impeller and insert ring have failed. The price of a new one is \$20,853. There would be a 90 day warranty on this rebuild and 1 year on parts.

WPCF budgeted \$60,000 in account 610-8-815-6399 and with the repair of \$10,708.44 for the Airport Station pump we would have \$6,455 left in this line item and the repairs would come out of that account.



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0135584
QUOTE DATE: 1/9/2020
EXPIRE DATE: 2/9/2020

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 6830641
QUOTED BY: djh
FLYGT 3171 SN 101001

QUOTED TO:
OTTUMWA WATER POLLCONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

JOB LOCATION:
OTTUMWA WATER POLLCONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

CONFIRM TO:
JAY MERRILL

*** QUOTE ORDER - DO NOT PAY ***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
			FLYGT,3171 181-0727 SN 1010013, 455IMP3PH, 30HP 230/460V, 1760RPM,			
			SEAL FAILURE THE IMPELLER AND INSET RING ARE BOTH WORN AND NEEDS TO BE REPLACED			
000006571701	EACH	1.00	0.00	0.00	4,114.00	4,114.00
			KIT,REPAIR BASIC 3171 090/180+NITRILE			
000006630400	EACH	1.00	0.00	0.00	313.00	313.00
			SENSOR,LEVEL FLS-10			
000007693016	EACH	1.00	0.00	0.00	4,867.00	4,867.00
			KIT,IMPELLER N HT CODE 455 HC			
/GLYCOL	GAL	5.00	0.00	0.00	30.00	150.00
			GLYCOL			
/MISC	EACH	1.00	0.00	0.00	94.44	94.44
			MISC SHOP SUPPLIES			
/PSGT	HOUR	9.00	0.00	0.00	130.00	1,170.00
			PUMP LABOR-SEWAGE/SUMBERSIBLE			

ESTIMATED LEAD TIME ON PARTS IS 3 WEEKS ARO
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.
THANK YOU, DONNA HAMMEN
donna@electricpump.com

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order: 10,708.44
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 10,708.44

ABOVE PRICING EFFECTIVE FOR 30 DAYS



QUOTATION

4280 E 14th Street
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0135646
QUOTE DATE: 1/15/2020
EXPIRE DATE: 2/15/2020

SALESPERSON: CHAD SPARKS
CUSTOMER NO: 6830641
QUOTED BY: JRF
JOYCE

QUOTED TO:
OTTUMWA WATER POLL CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

JOB LOCATION:
OTTUMWA WATER POLL CONTROL
2222 SOUTH EMMA
OTTUMWA, IA 52501

CONFIRM TO:
JAY MERRILL

***** QUOTE ORDER - DO NOT PAY*****

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
JAY MERRILL	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR
REPLACING EXISTING FLYGT3171.181-0827 WITH CURRENT
MODEL:

0031711850131	EACH	1.00	0.00	0.00	20,853.00	20,853.00
---------------	------	------	------	------	-----------	-----------

NP455-4 30/460/3 50' FLS FV

ESTIMATED LEAD TIME IS 12 TO 14 WEEKS ARO.
THE PRICING ON THIS QUOTE DOES NOT INCLUDE
FREIGHT.

Electric Pump is committed to supplying you, our
customer, the highest quality products & service.

joycef@electricpump.com

THANK YOU, JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.
before returning. Credit will not be issued without written approval and
if applicable there will be a Restock Fee.

Net Order:	20,853.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total	20,853.00

ABOVE PRICING EFFECTIVE FOR 30 DAYS

FILED
2020 JAN 30 AM 10:15
CITY OF OTTUMWA
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 4, 2020

Health & Inspections
Department

Cathy Shepherd
Prepared By
Kevin Flanagan
Department Head

Tom X. Segio
City Administrator Approval

AGENDA TITLE: Resolution 12-2020 authorizing the destruction of certain records according to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual.

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Approve Resolution 12-2020.

DISCUSSION: According to the Code of Iowa 2015, as amended, and the Iowa Municipal Records Manual certain records need to be kept for five (5) years. The attached list of records are over five (5) years in age and are records no longer deemed necessary to retain for permanent record by the Health Department.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 12-2020

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS ACCORDING
TO THE CODE OF IOWA 2015, AS AMENDED, AND THE RECORD RETENTION
MANUAL FOR IOWA CITIES

WHEREAS, the Code of Iowa 2015, as amended, and the Record Retention Manual for Iowa Cities allows for the destruction of certain city records that are over five (5) years in age; and


WHEREAS, the records are over five years in age and are records no longer deemed necessary to retain for a permanent record.

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

That the attached list of documents be destroyed under the direction of the Ottumwa Health Department in accordance with State law and the Record Retention Manual for Iowa Cities.

PASSED AND ADOPTED THIS 4TH day of February 2020.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:




Christina Reinhard, City Clerk

<u>CONTENTS OF RECORDS</u>	<u>DATE</u>
ENVIRONMENTAL	2014
HEALTH DEPT. TIME SHEETS	2014
PLACARD RELEASE	2014
HOUSING CODE COMPLAINTS	2014
TEMPORARY FOOD LICENSE	2014
LICENSE – FOOD, HOTEL, TANNING, POOL, TATTOO – OUT OF BUSINESS	2014
SIEDA LOW INCOME HOME ENERGY ASSISTANCE PROGRAM FOR TRASH REDUCTION	2014
HOUSING AUTHORITY INSPECTIONS	2014

FILED

2020 JAN 29 10:41 AM

CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2020

Jody Gates

Prepared By

Kevin C Flanagan *KCF*

Department Head

Health & Inspections

Department

Tom Szio

City Administrator Approval

AGENDA TITLE: Resolution No. 26 - 2020, a resolution setting March 17, 2020 as the date of a public hearing on the disposition of City owned property located at 319 W. Fifth Street

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution No. 26 - 2020

DISCUSSION: Bids for the sale of this property will be accepted until 2:00 P.M. March 10 2020. The best bidder will enter into a development agreement with the City for the re-development of the property. This property is a placarded former rental property.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 26 - 2020

A RESOLUTION SETTING MARCH 17, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 319 WEST FIFTH STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southwest 138 feet of Lot 29 in Half Block 6 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, also known as 319 W. Fifth Street; and

WHEREAS, the above described property is a placarded residential building which will be sold to be repaired for residential use or demolished and a new structure built; and

WHEREAS, the successful bidder will be required to sign an development agreement with the City and provide financial information to ensure that the development will be completed; and

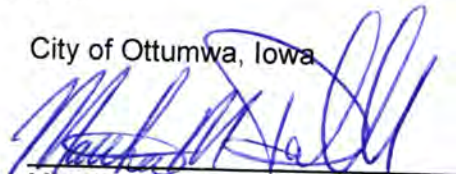
WHEREAS, bids will be received until 2:00 PM March 10, 2020, at which time they will be opened and a successful bidder identified.

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

That the 17th day of March 2020 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the best bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 4th day of February 2020.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

FILED
2020 JAN 24
CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

Council Meeting of: February 4, 2020

Zach Simonson

Prepared by

Planning & Development

Department

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Recommendation on the National Register eligibility for the nomination of Agassiz School located at 608 E Williams in Ottumwa, Iowa for the National Register of Historic Places.

RECOMMENDATION: Approve the recommendation and authorize the Mayor Pro Tem to sign the CLG National Register Nomination Evaluation Report form.

DISCUSSION: CLG National Register form is attached with a recommendation that Agassiz School is eligible for the National Register. The building is located at 608 E Williams.

The building holds historic significance as an excellent example of Art Deco style. It was designed by the firm Keffer and Jones to meet the needs of a growing population during the Golden Age of Agriculture. Distinct Art Deco elements include the monumental limestone surround with vertical emphasis at the front entrance, low-relief panels of a figure sowing the seeds of knowledge, the curving corner wall and building elements such as glazed tile, glass block and terrazzo.

The owner of the building enlisted architectural historian Molly Myers Naumann to complete the nomination. Placement on the registry will assist the owner in acquiring historic preservation tax credits that will contribute to financing the development of housing on the site while preserving the historic character of the building. The Agassiz School housing development is a key component of the city's efforts to address housing in the community.

The Ottumwa Historic Preservation Commission conducted a public hearing on the subject property on January 22, 2020. The Ottumwa Historic Preservation Commission closed the meeting with a recommendation of National Register eligibility.

CERTIFIED LOCAL GOVERNMENT NATIONAL REGISTER NOMINATION EVALUATION REPORT FORM

As a participant in the Certified Local Government Program (CLG), the Historic Preservation Commission is required to review and comment on proposed National Register nominations of properties within its jurisdiction. The State is required to provide the CLG with a 60-day period for the review prior to a State Nominations Review Committee (SNRC) meeting. This form must be received by the State Historic Preservation Office (SHPO) five days in advance of the State Nomination Review Committee (SNRC) meeting.

(Please print clearly)

Historic Property Name: Agassiz School

Address: 608 E Williams, Ottumwa, IA 52501

Certified Local Government Name: City of Ottumwa

Date of public meeting for nomination review: January 22, 2020

Applicable Criteria: (Please Check the Appropriate Box)

- Criterion A (Historical Events)
 Criterion B (Important Person)

- Criterion C (Architecture)
 Criterion D (Archaeological)

Please check the following box that is appropriate to the nomination (Please print clearly).

- The Commission recommends that the property should be listed on the National Register of Historic Places.
 The Commission recommends that the property should not be listed in the National Register for the following reasons: _____

- The Commission chooses not to make a recommendation on this nomination for the following reasons:

- The Commission would like to make the following recommendations regarding the nomination: (use additional sheets if necessary): _____

Official Signatures Required Below

Historic Review Board Chair or Representative

Print Name: Dennis Willhoit Approved Not Approved

Signature: *Dennis Willhoit*

Chief Elected Official

Print Name: Matt Dalbey, Mayor Pro Tem Approved Not Approved

Signature: *Matt Dalbey*

Professional Evaluation

Print Name: _____ Approved Not Approved

Signature: _____



NEWS RELEASE

City of Ottumwa, Iowa
641-683-0618

...FOR IMMEDIATE RELEASE...

Agassiz School nomination to National Register of Historic Places

Public Meeting for former Agassiz school to be nominated to discussed for nomination to National Register of Historic Places.

Ottumwa Historic Preservation Commission will hold a public meeting at Ottumwa City Hall at 6:30 p.m. on Wednesday, January 22, 2020. Ottumwans interested in local history are encouraged to learn more about its history.

Consultant Molly Naumann has been working on the nomination documents to have the building listed on the National Register of Historic Places. Naumann has completed the documentation necessary for the listing and will present the nomination at the public meeting. The same presentation will be made to the State National Register Review Committee.

Agassiz School was constructed in 1941 as the first and most representation of Art Deco style building within the Ottumwa School District. The school was built to meet the needs of a growing population on the south side of the Des Moines River. It is a fine example of Art Deco design used for a moderate size building in a county seat community (population 31,570). The monumental limestone surround with vertical emphasis at the front entrance, low-relief panels of an allegorical figure "sowing the seeds of knowledge," the curving corner wall, use of glass block, terrazzo, and glazed tile all are representative of the style. The building retains a high degree of integrity, despite the installation of "energy-efficient" windows in the 1970s.

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FILED
2020 JAN 29 PM 12:46
CITY OF OTTUMWA
Staff Summary

** ACTION ITEM **

Council Meeting of : Feb 4, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan *KCF*
Department Head

Tom L. Lopez

City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and demolition of 119 N. Ward Street

****Public hearing required if this box is checked.****

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Accept the bid and award the contract for asbestos removal and demolition of 119 N. Ward to Weston McKee for the best bid amount of \$16,600.

DISCUSSION: Bids for this project were accepted until 2:00 P.M. on January 28, 2020 and six bids were received. The best bid was submitted by Weston McKee in the amount of \$16,600 and staff recommends awarding him the contract.



CITY OF
OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL
AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
119 N. Ward	9,500	7,100	16,600

_____ Initial here if you are willing to have individual portions of your bid considered for award.

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Weston M. McKe
Signature

Weston M. McKe
Printed Name

2953 Glasgow Rd
Address

641-226-4412
Telephone Number

Fairfield IA 52556
City, State, Zip

1-27-20
Date

Weston.McKe@johar.com
E-mail Address

OTTUMWA
CITY OF BRIDGES, RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

McLee Construction

#1 16,600
CASH \$1,700

City Clerk
105 E. 3rd St
Ottumwa IA

119 W. Ward Project

January
28th 20

119 N Ward

Bidder	Asbestos	Demolition	Total Bid
Weston McKee	\$7,100.00	\$9,500.00	\$16,600.00
Daniel Fane	\$0.00	\$17,100.00	\$17,100.00
Skinner Trucking	\$0.00	\$13,940.00	\$13,940.00
Dan Laursen	\$3,000.00	\$17,900.00	\$20,900.00
Environmental Edge	\$5,670.00	\$21,500.00	\$27,170.00
New Horizon	\$10,750.00		

Best bidder for both asbestos and demolition is Weston McKee

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

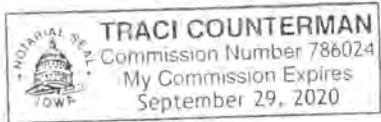
119 N. WARD

CITY OF OTTUMWA



hereto attached was published in said newspaper for 1 consecutive weeks to-wit: 1/14/20 Subscribed and sworn to before me,

and in my presence, by the said 14TH day of JANUARY, 2020



Notary Public

In and for Wapello County

Printer's fee \$16.93

COPY OF ADVERTISEMENT

NOTICE OF LETTING The City of Ottumwa, IA will accept sealed bids until 2:00 P. M. on January 28, 2020 for the asbestos removal and demolition of the following structures located within the City of Ottumwa, IA: Location Address: 119 N. Ward NOTE: All removal and disposal of asbestos containing materials must comply with all existing Iowa Department of Natural Resources and U. S. Environmental Protection Agency guidelines and regulations. Proposals must be addressed to: City Clerk, 105 East Third Street, Ottumwa, Iowa 52501 and plainly marked: 119 N. Ward Project - January 28, 2020. The request for proposal and contract conditions may be obtained from the Health & Inspections Department, Room 204, City Hall, 105 East Third Street, Ottumwa, IA 52501. Bid security deposit required. (See bid form). A 100% performance bond or irrevocable letter of credit stating the total cost of the project bid is required from the successful bidder on all removal projects. For additional information concerning this project, contact Jody Gates, at 641-683-0615.

119 N. Ward
letting Demol/Asbestos

FILED

2020 JAN 29 PM 12:14

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: February 4, 2020

ITEM NO. _____

Joni Keith

Prepared By

Tony Miller

Department Head

Fire

Department


Acting City Administrator Tom X. Lazio

AGENDA TITLE: Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Ottumwa Association of Professional Firefighters Local 395, International Association of Firefighters (AFL-CIO-CIC), representing City Fire Department employees, commencing July 1, 2020 and continuing through June 30, 2024 and authorize the Mayor to sign the agreement.

PURPOSE: Is to seek City Council approval of the collective bargaining agreement by and between the City of Ottumwa, Iowa and the Ottumwa Association of Professional Firefighters Local 395, International Association of Firefighters (AFL-CIO-CIC), representing City Fire Department employees and authorize Mayor to sign Contract.

RECOMMENDATION: Approve collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor to sign said Agreement.

DISCUSSION: The city negotiated a four-year agreement with the Fire Union. First year wage increase will be 3.25%, with the following 3 years at 2% each year. In addition, there were minor language changes. There will be an 11th holiday provided which is in line with all of the other unions and non-union personnel within the City. Attached is the proposed contract. This proposal has been ratified by the Union membership.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

**OTTUMWA ASSOCIATION OF
PROFESSIONAL FIREFIGHTERS
LOCAL 395
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
(AFL-CIO-CIC)**

**FOR THE PERIOD
OF
JULY 1, 2020 THROUGH JUNE 30, 2024**

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This agreement made and entered into this **1st Day of July 2020** by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Ottumwa Association of Professional Firefighters (AFL-CIO-CIC), referred to hereinafter as Union or Local 395.

PREAMBLE

Section 1. The City of Ottumwa, Iowa, hereinafter referred to as the City, has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the permanent interest of the City and its residents

Section 2. It is the intention of this Agreement to set forth the entire Agreement between the City of Ottumwa, hereinafter referred to as City or Employer, and the Ottumwa Association of Professional Firefighters, Local 395 (AFL-CIO-CIC), hereinafter referred to as the Union, Association, or Members. The designation "Members" refers to all bargaining unit members under this Agreement, and "Line or Crew" refers to firefighters who work twenty-four (24) hour shifts.

Section 3. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Iowa or the Municipal Code of the City of Ottumwa, Iowa; except as set forth herein.

ARTICLE 1 RECOGNITION

The City hereby recognizes the said Union as the sole and exclusive representative of all employees of the Fire Department, with the exception of the Chief and Deputy Chiefs of the Fire Department, for the purpose of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

ARTICLE 2 DURATION OF AGREEMENT

This agreement shall be in effect from and after July 1, 2020 through June 30, 2024. "Exhibit A" is attached.

ARTICLE 3 NEGOTIATIONS

Section 1. Employer will meet with the Union with respect to establishment of wages, hours, and working conditions and other conditions of employment as same affect the budget of Employer, said negotiations concerning same shall be annually, except in the instance of a multi-year contract which does not provide for reopening negotiations on said items during the term of the contract, and shall commence prior to October 1.

Section 2. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

ARTICLE 4 HOLIDAYS

Section 1. Legal Holidays

a. The following are declared to be legal holidays for all members covered by this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and the Day after Thanksgiving.

Section 2. Floating Holidays

a. The Legal Holidays listed above in Section 1 shall be taken as Floating Holidays and may be taken in twenty-four (24) shifts or one-half (1/2) shift increments. Sign up for Floating Holidays will begin following all vacation sign up periods.

b. A floating holiday can be signed up for at anytime following vacation signup; and the requested floating holiday will be granted.

Section 3. Holidays are earned during the first year, or part of the first year's employment, and are taken during the following calendar year.

Section 4. Employees will not receive a cash payout for unused Holidays at retirement, but the City will contribute the value of any Holidays accrued to the retiring individual's PEHP Plan. The value of said Holidays is determined at 11.2 hours x number of accrued holidays x employee's hourly rate. Employees will not be paid for any Holidays upon termination.

Section 5. If a holiday falls on a Saturday/Sunday, the following Monday will be observed.

ARTICLE 5 SICK LEAVE

Section 1. All regular or probationary employees earn sick leave at the rate of two (2) working days for each month of service. Sick leave will be granted for personal illness or injury, or illness in the immediate family. Sick leave will be granted at the discretion of the Fire Chief or his designee for serious illness in the immediate family. For these purposes, immediate family is defined as including only spouse, children, stepchildren, adoptive children, father, mother, father and mother-in-law, brother, sister, brother and sister-in-law, son and daughter-in-law, grandparents and grandchildren, because of death or sickness. Sick leave shall be accumulated from hiring date at the rate of two (2) days per month without limitation on accrued.

Section 2. If any employee takes more than three (3) days sick leave in any sixty (60) calendar day period, the Fire Chief may require a medical certification before employee may return to work, said certification to be at the employee's expense. Any employee failing to comply with said certification shall be in violation of Rules and Regulations of the Ottumwa Fire Department; and shall be subject to disciplinary action thereof.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job for another employer, moonlighting, except as provided under Paragraph 8 below.

Section 4. Any employee, as a result of an injury or disease incurred while on duty for the City, shall be paid the benefits he/she is entitled to receive under Chapter 411, Code of Iowa, as amended.

Section 5. Any employee injured while on duty or during their work shift must report the injury prior to the end of their work shift or before going off duty to the officer in charge and call the City's Company Nurse or at the earliest possible point in time when the employee realizes he or she has sustained a work related injury. In the case of an emergency or the employee is unable to call the Company Nurse, the officer in charge shall call the Company Nurse. The officer in charge shall report the injury to the Fire chief or his designee.

Section 6. The Fire Chief reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 7. Sick days annually may be used as casual days to be taken with the authorization of the Fire Chief or his designee according to the following schedule:

After 1 year of service	1 day
After 3 years of service	2 days
After 6 years of service	3 days
After 12 years of service	5 days

Employees may use casual days in full or one-half shifts.

Section 8. It is understood and agreed between the parties once an employee has exhausted his/her sick leave with pay, employee shall be granted leave without pay from that time until employee is able to return to work or retires. Employee must file medical certification with the Human Resource Department annually on or before anniversary date of said leave. Seniority shall continue in full force and effect, City and departmental.

Section 9. If an employee has exhausted all sick leave, he/she may use other earned leave.

Section 10. Upon retirement from the City, the City shall contribute \$3,000.00 to the PEHP Plan if the employee at the separation date has accrued a minimum of 2,400 hours of sick leave, and \$4,000.00 for a minimum of 2,688 hours of sick leave.

ARTICLE 6
INCENTIVE LEAVE

Incentive leave in the amount of one (1) hour shall be awarded for each pay period in which an employee is not absent from work. Holidays, vacations, funeral leave and incentive days shall not be counted as an absence. An incentive shift (24 or 12 hours) may be taken at any time that the leave does not cause the daily duty roster to drop below six (6) crew members on duty. A maximum of thirty-two (32) hours of incentive leave may be carried over each year. The reset period shall be the first pay period In November of each year. Eight (8) hours will be charged off for a twenty-four hour duty shift and four (4) hours for one-half (1/2) duty shift.

ARTICLE 7
LEAVE WITH PAY

Section 1. The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

Witness Pay. If an employee appears as a witness during regular working hours and receives full pay from the City, any pay that the employee might receive, except for mileage, from the Court will be turned over by the employee to the City Clerk's office.

Military Leave. For active duty in any branch of the armed forces of the United States or the State of Iowa, for the period of such active State or Federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A of the Code of Iowa, as amended.

Union Leave. The City of Ottumwa will allow two (2) members, selected by the Union, time off from duty with pay if it does not cause overtime to be paid, for the annual Fire Fighters Convention and other State and IAFF meetings.

Section 2. Bereavement Leave. In the case of death of the employee's spouse, children, stepchildren, adoptive children, father, mother, father or mother-in-law, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents or grandchildren, an employee shall be granted five (5) calendar days off work beginning with the day after said death. If the funeral is more than 400 miles away from Ottumwa, the employee shall be granted a minimum of seven (7) calendar days off work and may be extended at the discretion of the fire chief or designee.

Section 3. All leaves with pay except sick or injury leave must be applied for in advance.

ARTICLE 8
LEAVE WITHOUT PAY

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons, which are considered to be in the best interest of the City. The City Council may extend such leave for good and sufficient reason. (For extended leave due to illness, see Article 6, Section 10.)

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Section 29A of the Code of Iowa, as amended, and will, upon discharge, be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the Armed Forces.

Section 3. No person shall be discriminated against because of military service (including National Guard) requirements.

ARTICLE 9 VACATION

A member shall be granted a vacation in each calendar year without loss of pay. Vacation leave credits shall be computed by the following five steps in addition to legal holidays.

Section 1. Vacation leave credits shall be computed by the following:

1 – 2 years of service	1 week
3 – 5 years of service	2 weeks
6-14 years of service	3 weeks
15 – 25 years of service	4 weeks
26 years of service	5 weeks

Section 2. Each regular employee will be granted one (1) week of vacation at the completion of one (1) year of service for first two (2) years, which because of the normal workweek of the employee will actually run seven (7) days.

Section 3. After the completion of three (3) years of service, employees will be granted two (2) weeks vacation, which because of the normal work week of the employees will actually run fourteen (14) days.

Section 4. After completion of six (6) years of service, employees will be granted three (3) weeks vacation which because of the normal workweek of the employees will actually run twenty-one (21) days.

Section 5. After completion of fifteen (15) years of service, employees will be granted four (4) weeks vacation which because of the normal workweek of the employees will actually run twenty-eight (28) days.

Section 6. After completion of twenty-six (26) years of service, employees will be granted five (5) weeks vacation which because of the normal workweek of the employees will actually run thirty-five (35) days.

Section 7. Vacation Accrual Limit. An employee's accrued vacation may not exceed two and one-half (2 ½) times their annual vacation amount. Any amount above the limit will be forfeited. Payout of accrued vacation upon retirement will be limited to the Vacation Accrual Limit.

Section 8. An employee who leaves the employment by resigning or retiring from the City and after giving two (2) weeks notice of such termination of employment, shall be compensated for all accrued vacation leave to date of separation. The same benefits shall be received for layoffs or job abolishment. If an employee retires from the City, and is NOT under a spouse's health plan, the City shall contribute 100% of the vacation payout to the PEHP Plan. This money MUST be allocated to the PEHP Plan and cannot be taken as a distribution/payout. If an employee retires from the City, and IS under a spouse's health insurance plan, the City will NOT make any contributions to the PEHP Plan of the employee's vacation. Vacation will be paid out to the employee outside of the PEHP Plan.

The daily pay for accrued vacation pay shall be established at the termination day from the following formula: annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

$$\frac{\text{annual pay (base pay plus longevity)}}{260} = \text{daily pay}$$

Section 9. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits until after the completion of the probationary period, except with the permission of the Fire Chief.

Section 10. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employee of the Employer, but it is not required that said death have occurred on the job.

Section 11. Whenever an employee is called back from his/her vacation leave, the employee will be paid time and one-half (1 ½) plus his/her vacation pay or paid time and one-half (1 1/2) and given another vacation, said choice the employee's.

Section 12. Vacation shall be during the calendar year. Selection for the vacation period shall be based on seniority and shall start on the first (1st) or the sixteenth (16th) day of the month. To be taken in fifteen (15) or sixteen (16) or thirty (30) or thirty-one (31) day periods.

Section 13. One (1) week's notice must be given to the Department Head or his designee before taking any vacation, unless in an emergency situation.

Section 14. By November 15 of each year, each Assistant Chief will cause to be posted for each crew, a form denoting the dates available for Members vacation. Each employee, in order of seniority, shall denote his/her choice of vacation period by filling in the appropriate blank and notifying the officer-in-charge. Each employee shall sign for only one (1) vacation period at this time. A maximum of two (2) employees may sign in any one (1) vacation period. All employees must have made their first choice by December 15 or forfeit their seniority rights for the purpose of choosing vacation periods. All second choices will be by seniority.

An individual may voluntarily forego sign up for either or both rounds, thereby relinquishing seniority for sign up. Following completion of both seniority sign up choices, an individual may sign up for a one (1) week vacation, which equals seven (7) days, regardless of starting date, on a first come, first service basis, with the approval of the officer in charge.

ARTICLE 10 PROHIBITIONS

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules or the fulfillment of this Agreement.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. No City employee shall knowingly and willfully use public facilities for his/her own personal use.

Section 4. Members are required to live within a thirty-mile radius of the Central Fire Station.

Section 5. An employee covered under this Agreement shall not be prohibited from extra employment, commonly known as “moonlighting”, so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee’s duties with the City of Ottumwa, Iowa.

ARTICLE 11 GRIEVANCE PROCEDURES

Section 1. Definition. The word “grievance” wherever used in this Agreement shall mean any difference between the Employer and the Union, or any employee, or group of employees with regard to the interpretation, application, or violation of any of the terms, provisions, or intent of the Contract Agreement.

Section 2. Purpose. The purpose of the grievance procedure shall be to settle all grievances between the parties as quickly as possible, so as to insure efficiency and promote the employees’ morale. Should any employee(s) feel a grievance exists, an adjustment shall be sought as set out in Section 3.

Section 3. Procedure.

Step 1. A grievance shall be presented in writing, stating the issuance and remedy, to the Fire Chief and the personnel office no later than seven (7) working days after the occurrence upon which the grievance is based. The Fire Chief shall arrange for such meetings, make such investigations as are necessary while attempting to adjust or settle the grievance, and respond in

writing within seven (7) days of receipt of the grievance. If a satisfactory settlement is reached, it shall be final if signed by both parties.

Step 2. If the grievance is not settled in Step 1, the Union may present the grievance in writing to the City Administrator within seven (7) working days of the Fire Chief's response. The City Administrator shall meet with the Union or Grievance Committee within seven (7) days from the receipt of the grievance, in an attempt to adjust or settle the grievance. The City Administrator shall respond in writing within this period. If an acceptable solution has been found, it shall be final if signed by both parties.

Any matter within the purview and jurisdiction of the Civil Service Commission (Chapter 400) and/or Veterans Preference (Chapter 70) of the Code of Iowa, shall not be grieved further, but the procedures of said Chapters shall apply in lieu thereof.

Step 3. If unresolved after Step 2 and the grievance falls outside the jurisdiction and authority of the Civil Service Commission, the Union can request arbitration and a copy shall be provided to the personnel office.

The Public Employment Relations Board shall be requested by the grieved party to provide a panel of five (5) grievance arbitrators. One (1) arbitrator shall be chosen by the process of each party striking two (2) names from the list. The first strike shall be determined by a coin toss. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the hearing.

Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and Union. However, each party shall be responsible for the compensation of its own representatives and witnesses.

ARTICLE 12 INSURANCE

Section 1. Active Members. The Employer in this contract shall pay 90 percent of the monthly premium for a Family Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage, dental coverage to be on the employee only, and 90 percent of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. The City will provide a three-tier drug card program in the amounts of \$10/\$25/\$40 for employees and their dependents.

The Employer shall also provide life insurance for all employees in the amount of their annual base salary rounded up to the nearest \$1,000 during their employment.

The Employer shall also provide insurance to the surviving spouse and family of an Employee; said coverage to be subject to the same terms and conditions as active members. All coverage shall cease if surviving spouse remarries or is covered by another insurance program. The City will provide insurance coverage for employee's unmarried dependent children until twenty-five (25) years of age or as long as the child is a full-time student.

Section 2. The Union shall be given the opportunity to review any new dental, medical, surgical, or hospitalization plan before purchase, but the City deserves the right to select the carrier.

Section 3. The City will pay the premium required in Section 1 for the first one (1) month following an employee being laid off.

Section 4. The Employer shall select the carrier, but said coverage shall provide for a deductible feature of \$300 per person per calendar year, with a \$600 per family deductible per calendar year maximum and an out-of-pocket maximum of \$1,000 per person per calendar year, with a \$2,000 per family out-of-pocket maximum per calendar year.

Section 5. The Employer shall pay all expenses for an annual Heart and Lung Examination for each Fire Department employee. Employees have the option of receiving heart and lung tests annually, but all tests are required every three (3) years. The Heart and Lung exam shall consist of an office visit, lung X-ray, spirometer (PFT), blood screen, and treadmill with EKG. The employees may choose to have their personal doctor administer and review the tests. The City shall receive the results as to whether or not each employee has sufficiently passed the required tests or receive a doctor's certification that they are able to perform the essential functions of firefighters. Employees may choose to use their annual Haz-Mat medical tests in lieu of taking duplicate tests for the required Heart and Lung tests. Any additional tests or follow-up that is required, that is not a condition of the heart or lungs, shall be filed with the employee's health insurance policy.

ARTICLE 13 JOB CLASSIFICATION AND SALARY SCHEDULES

Each member covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, page 1 and made a part hereof by this reference. Any personnel action necessary to be taken to conform with this agreement shall be taken. Classifications and job titles shall remain in full force and effect until changed by mutual agreement through negotiations as provided by this Agreement.

Section 1. When any lower ranking fire fighter performs the duties of an Assistant Chief or Captain in their absence from work for 12 hours (1/2 shift) or 24 hours, the fire fighter shall be paid the officer's higher base hourly rate for each hour worked (referred to as out of rank pay). For example, if a Captain performs the duties of an Assistant Chief, or a fire fighter performs the duties of a Captain, for a period of 12 or 24 hours, they shall receive the higher base hourly rate.

Out of Rank Pay shall be a flat amount paid to each classification and the current amount shall be increased annually by the amount of increases for wages in Exhibit A.

Section 2. All members shall be paid twenty-five dollars (\$25.00) per month per each five (5) years of service to be added to their base salary with no maximum. Effective date shall be their anniversary date.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Friday at 12:00 o'clock noon of the appropriate week.

Section 4. The minimum hourly rate for each classification shall be no less than the current hourly rate now being paid each classification as established July 1, and in the future the hourly rate shall be established by the monthly base salary plus longevity divided by two hundred forty-two point sixty-six (242.66). The appropriate rate shall be paid each firefighter for every hour worked, including earned vacations, sick leave, casual days, and other earned time off.

The above paragraph shall not supersede any other paragraphs of this Agreement.

Section 5. Fire Department employees who are required to be a part of any court action or litigation while not scheduled to work shall be paid time and one half (overtime) for all time necessary including reasonable preparation, travel, and court time.

Section 6. The City of Ottumwa shall pay each member an amount equal to \$170 the first pay period closest to July 1st for personnel equipment and clothing or supplement uniform cost-not paid for by the City.

ARTICLE 14 PROBATIONARY PERIOD

All new employees shall serve a probationary period of one (1) year and shall not have seniority rights during this period, but shall be subject to all other clauses of the Agreement. At six (6) months and eleven (11) months of the probationary period, all officers-in-charge shall submit a written report of the individual's conduct and performance of duties to the Chief. This shall be a determining factor in making his/her status permanent. All employees who have worked one (1) year shall be known as permanent members and the probationary period shall be considered part of the seniority time. This Article shall be subject to Chapter 400 of the Code of Iowa, as amended (Civil Service) and the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa.

ARTICLE 15 HOURS OF WORK, DUTY PROCEDURES

A. The hours of duty shall be so established by the Fire Department that the average weekly hours of duty in any year, other than hours which members may be summoned and kept on duty because of a conflagration of major emergencies, shall not exceed fifty-six (56) hours.

B. The Fire Department shall have three (3) crews of line Fire Fighters in accordance with seniority. A duty shift will be one (1) twenty-four (24) hours period. Crews will change duty shifts at 7:00 a.m. daily.

Each crew member's normal regular work schedule will be stationary and consistent with the following sequence:

On duty twenty-four (24) hours followed by off duty twenty-four (24) hours for five (5) consecutive days, and then off duty for four (4) consecutive days.

C. A Fire Company shall consist of one (1) or more motor vehicle apparatus, as determined and designated by the Chief of the Department.

D. The Chief of the Fire Department or the officer-in-charge may grant the request of any two (2) members of the Fire Department to exchange hours or days off. Paid time trades shall be limited to elected or appointed state or local union officials. Compensation for these paid time trades shall be made by the state or local association.

E. Any transfers made between crews, except those for the purpose of seniority alignment or promotions, shall be requested by said member in writing to the Fire Chief.

ARTICLE 16 OVERTIME

Section 1. An overtime call-in record by crew seniority shall be posted and kept up to date by each officer in charge. This record shall show the date worked and number of hours for each crew member. Stand-by overtime shall be in twelve (12) hour segments, except when an employee is two (2) slots behind and overtime is needed for one (1) complete shift, a.m. & p.m., the employee may elect to work the complete shift. Stand-by overtime is not mandatory. However, if all available people refuse the call-in, the officer in charge can go back to the starting point on the call list, and mandate the necessary number of people needed to report to duty. The only exception is an employee that is on vacation leave. There shall be no casual days or compensatory time allowed any time that privilege would cause the duty roster to be less than seven (7) people.

Section 2. Call Back Overtime Standards The uniform method of seniority call-back shall be posted by the Chief in writing and a copy thereof provided to the Secretary of the Union.

Section 3. Call Back Rate of Pay. Members recalled to duty because of an emergency shall be paid at a rate of time and one-half (1 1/2) for the actual time worked, but not less than two (2) hours of pay at the rate of time and one-half (1 1/2).

Section 4. Overtime for Extended Tour of Duty. In the event of a fire or fires requiring the members to work longer than the regular tour of duty, no overtime will be charged for the first fifteen (15) minutes.

All overtime received after fifteen (15) minutes shall be paid at the overtime rate for actual time worked beginning at the end of the member's regular tour of duty, in accordance with Call-Back Rate of Pay above two (2) hours minimum.

Section 5. Computation of Regular Hourly Rate. The regular hourly rate for overtime pay shall be computed by the following formula:

Monthly base pay plus longevity divided by 182 for 56 hour work week members

Section 6. Payment. All overtime will be paid at the rate of time and one-half (1 ½) for regular hourly rate.

Section 7. In Service Training Pay, Mandatory in Service Training. All mandatory training or required training on a member's off duty time shall be paid at the overtime rate of pay. Any optional training necessary for the members authorized by the Fire Chief shall be figured at time and one-half (1 ½) the actual time needed and compensated in compensatory time.

Section 8. Emergency Leave. An employee may request to leave duty due to a home or family emergency by notifying the O.I.C. and giving an explanation of the situation.

ARTICLE 17 SENIORITY, LAYOFF, JOB ABOLISHMENT

Section 1. In addition to the seniority list required by Chapter 400, Code of Iowa, as amended, the Fire Chief shall post said list at the Central Fire Station and the sub-station bulletin boards. This list shall be maintained current on or before July 1 of each year. Any objections to this seniority list as posted shall be reported to the Chairman of the Civil Service Commission and the Chief of the Fire Department.

Section 2. Personnel Reduction. Whenever there shall be a reduction or diminution of members of the Fire Department, such reduction shall be made only in the manner provided in Chapter 400 of the Code of Iowa, as amended.

Section 3. Any employee affected by a reduction shall be given written notice of not less than fifteen (15) days prior to the effective date; and said employee shall be paid all earned vacation, holiday, and incentive time.

ARTICLE 18 VACANCIES AND PROMOTIONS

All vacancies and promotions shall be made in complete compliance with Chapter 400 of the Code of Iowa, as amended.

ARTICLE 19 MISCELLANEOUS

Section 1. Employer will reimburse the employee for actual cost of any license or permit with the exception of regular drivers license and/or chauffeurs license that the Employer requires of the employee.

Section 2. The City will, at its expense, replace that part of eyeglasses or dentures damaged while the employee was performing his/her on-the-job duties for the City, except where said damage is recoverable under Workers Compensation or any insurance plan carried by the City. This will

apply only if the employee could not have avoided damage. All safety equipment should be worn properly and all safety precautions taken to avoid damage.

Section 3. If the Employer requires an employee to attend any school, meeting or training session, the Employer will pay for the employee's meals, lodging, and transportation costs without any loss in wages by the employee.

Section 4. All rights, privileges and amenities on mandatory subjects of bargaining incident to living conditions at the fire stations enjoyed by the members at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement.

Section 5. The City of Ottumwa shall provide a copy of the contract to each employee.

Section 6. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting all Fire Department members. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Department in order to eliminate as much as possible accidents, deaths, injuries and illness in the fire service.

Section 7. Protective devices, turnout equipment such as coats, boots, fire helmets, including uniforms and trousers (excluding undergarments and socks) and equipment necessary to properly protect Fire Fighters shall be provided by the Employer at no cost to the employees and shall apply to applicable standards.

ARTICLE 20 MANAGEMENT RIGHTS CLAUSE

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and nothing shall diminish management's right as set out in Section 20.7 of the Code of Iowa, as amended, except as herein above expressly stated in this agreement.

ARTICLE 21 PEHP PLAN

The City agrees to participate in a Post Employment Health Plan (PEHP) for eligible members of the bargaining unit, effective July 1, 2006, in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide Retirement Solutions to act as the Plan Administrator

for the PEHP Plan, or its successors appointed in accordance with the Plan & Trust documents. The City shall contribute to the PEHP Plan on behalf of eligible employees as set forth herein.

ARTICLE 22
AMENDMENT

This Agreement may be amended, in writing, upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate resolution of the Employer.

The parties agree that any change in the Ottumwa Fire Department's delivery of EMS or medical services will require the City and Union to enter into negotiations to establish the appropriate pay under "Exhibit A" of this Contract.

ARTICLE 23
HEALTH & SAFETY

The City and Association encourage a healthy lifestyle for all fire department employees and encourage all employees to participate in physical exercise during work shift hours when possible and at a time mutually agreed upon by the employee and the fire chief or designee.

ARTICLE 24
SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision, the parties agree to meet within 60 days to negotiate a substitute for the invalid provision.

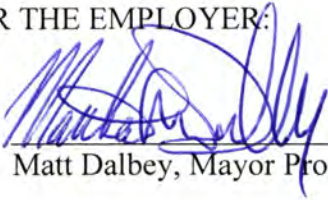
IN WITNESS WHEREOF, the parties thereto have executed this Agreement effective July 1, 2020, in two (2) original sets, with original signatures on each on this 4th day of February, 2020.

CITY OF OTTUMWA, IOWA

OTTUMWA ASSOCIATION OF
PROFESSIONAL FIREFIGHTERS
LOCAL 395 (AFL-CIO-CLC)

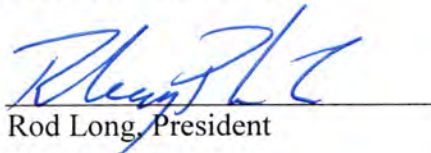
FOR THE EMPLOYER:

By:

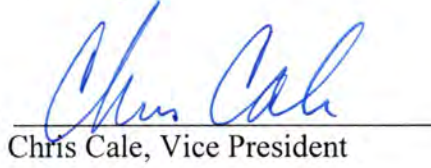

Matt Dalbey, Mayor Pro Tem

FOR THE ASSOCIATION:

By:


Rod Long, President

By:


Chris Cale, Vice President

ATTEST:


Christina Reinhard, City Clerk



Ottumwa Fire Department Wages
Exhibit A Hourly Base Pay

July 1, 2020 – June 30, 2021

Rookie Firefighter	15.47			
Firefighter 1 Year	16.12			
Firefighter 1st Class (Three (3) Years)	--	18.45	18.68	19.56
Master Firefighter	--	20.05	20.31	21.17
Fire Captain	--	21.69	21.94	22.85
Assistant Chief	--	23.43	23.76	24.72

July 1, 2021 – June 30, 2022

Rookie Firefighter	15.78			
Firefighter 1 Year	16.44			
Firefighter 1st Class (Three (3) Years)	--	18.82	19.05	19.95
Master Firefighter	--	20.45	20.72	21.59
Fire Captain	--	22.12	22.38	23.31
Assistant Chief	--	23.90	24.24	25.21

July 1, 2022 – June 30, 2023

Rookie Firefighter	16.10			
Firefighter 1 Year	16.77			
Firefighter 1st Class (Three (3) Years)	--	19.20	19.43	20.35
Master Firefighter	--	20.86	21.13	22.02
Fire Captain	--	22.56	22.83	23.78
Assistant Chief	--	24.38	24.72	25.71

July 1, 2023 – June 30, 2024

Rookie Firefighter	16.42			
Firefighter 1 Year	17.11			
Firefighter 1st Class (Three (3) Years)	--	19.58	19.82	20.76
Master Firefighter	--	21.28	21.55	22.46
Fire Captain	--	23.01	23.29	24.26
Assistant Chief	--	24.87	25.21	26.22

All line Firefighters hourly rates shall be based on 2,912 hours per year.

- A. Increases and payroll adjustments are effective at the beginning of the pay period closest to the actual due date of the adjustment.
- B. Firefighters promoted to a higher classification will be placed in the step that will allow employees to receive a minimum of 2.5% increase.
- C. If an employee is eligible for a step increase, they will receive the additional step increase upon the anniversary of the date of rank.
- D. Firefighters will remain in their current step until they have completed 12 months of service, except for Firefighter 1 year, which is 2 years. They will then advance to the next step
- E. Date of Rank – The day the individual begins receiving pay in their current rank and step.

Exhibit A Educational/EMS Pay – Effective 7/1/2013

1st Responders	\$780 per year - \$65 monthly
EMT	\$1,080 per year - \$90 monthly

Upon implementation of nationally required EMS certification levels adopted by the State of Iowa, the following scale will be applied:

1st Responders	\$780 per year - \$65 monthly
EMT	\$1,080 per year - \$90 monthly
A-EMT	\$1,320 per year - \$110 monthly

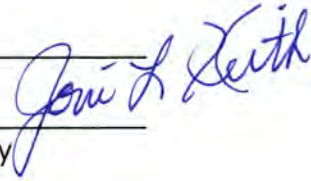
FILED
CITY OF OTTUMWA

2020 JAN 30 10:43
STAFF SUMMARY

Council Meeting of: February 4, 2020

ITEM NO. _____

Joni Keith
Prepared By



Administration
Department

Department Head



Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Public Works, Parks, Airport and Cemetery employees, commencing July 1, 2020 and continuing through June 30, 2024, and authorizing the Mayor to sign the Agreement.

PURPOSE: Is to seek City Council approval of the collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters, Local 238, representing Public Works, Parks, Airport and Cemetery employees and authorize Mayor to sign Contract.

RECOMMENDATION: Approve collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor to sign said Agreement.

DISCUSSION: Other than items prohibited by current State law, such as Deduction for Union Dues, Health Insurance and Retirement, all language provisions and benefits stay the same. Those prohibited items, such as Health Insurance, Retirement and transfer provisions, will be placed in the City's personnel policies which will be revised and implemented before this contract begins. This is a four-year contract with 2% per year increases across the board on base salaries. The Union membership has approved the contract. Please see the attached contract.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

**OVER-THE-ROAD, CITY TRANSFER DRIVER'S
TEAMSTER'S LOCAL #238
(PUBLIC WORKS, PARKS, AIRPORT
AND CEMETERY EMPLOYEES)**

**FOR THE PERIOD
OF
JULY 1, 2020 THROUGH JUNE 30, 2024**

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This agreement made and entered into this first day of July, 2020 by and between the City of Ottumwa, Iowa a municipal corporation, referred to hereinafter as Employer, or City; and the Over the Road City Transfer Drivers, Local 238, referred to hereinafter as Union or Local #238 (Public Works).

ARTICLE 1
PURPOSE OF AGREEMENT.

It is the purpose and intent of this agreement to set forth herein the agreement covering the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

ARTICLE 2
LAWS APPLICABLE.

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the Common and Statutory Laws of the State of Iowa, and any part of this agreement which conflicts shall be null and void and of no force and effect.

ARTICLE 3
RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to salaries, wages, hours of employment and other conditions of employment for all of its employees in the bargaining units established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, cases numbered 1604 and 1638.

ARTICLE 4
DURATION OF AGREEMENT.

This agreement shall be in effect from and after 12:01 A.M. July 1, 2020, until 11:59 a.m. on June 30, 2024 and from year to year thereafter unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 15th of the preceding year.

ARTICLE 5
NEGOTIATIONS.

Section 1. Employer will meet with the union with respect to establishing of wages, hours and working conditions, and other conditions of employment as necessity requires, except that with concern of wages and hours of employment as same affect the budget of Employer, said negotiations concerning same shall be annually and shall commence prior to October 15 and shall be concluded prior to time permitted for the submission and certification of said budget to the County Auditor of Wapello County. Such other conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances shall be held pursuant to the terms of this Agreement, and if not so provided, may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

(a) Conference and negotiation participation shall be limited to not more than five (5) representatives. The Employer shall be represented by such members of its Council as it deems necessary. In addition, each party may utilize a secretary and such expert or professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be

efficient and orderly, private citizens representing either party shall be present only upon agreement of both parties. The City will schedule the times at which meetings will be held. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended, known as the Open Meeting Law and said Law shall be adhered to if and where mandated.

(b) Interpretations and agreements reached by such negotiations shall take the form of a written agreement or amendment thereto or personnel memoranda approved by the Employer and issued by the Department Head thereof, which, if necessary, shall supplement the personnel Rules and Procedures of the Employer.

(c) Any employee of the Union or his designated representative has the right to discuss with the Department Head of Employer the terms of his/her employment or his/her working conditions, but no individual agreement shall be made between said Department Head and said employee which violates the terms of any personnel memoranda issued by the Department Head as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

ARTICLE 6 LEGAL HOLIDAYS.

The following are declared to be legal holidays for members covered by this Agreement, which said legal holidays shall at all times be the same as those given to other employees of the City and said holidays are as follows:

- (a) New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Martin Luther King Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas day.
- (b) One (1) day (eight (8) hours) the last working day before or after Christmas, as designated by the Mayor.

When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday
Regular part-time employees will accrue holiday pay on a prorated basis based upon the number of hours budgeted in each fiscal year.

When regular employees are required to work on a holiday, they will be paid at the rate of time and three-quarters (1.75) for time worked plus holiday pay. If an employee is called in to work on the actual holiday that would fall on Saturday or Sunday, the employee would be paid at the overtime rate of 1.5 and would receive no holiday pay for that day.

When an observed holiday for Sewer Plant Operators falls on an employee's regular scheduled day off, the employee shall be paid eight (8) hours for the observed holiday.

ARTICLE 7
SICK LEAVE.

Section 1. All regular full-time or probationary employees earn sick leave at the rate of two (2) working days for each month of service. Regular part-time employees will accrue sick leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Sick leave may be granted only for absence from duty due to personal illness or legal quarantine, or death in the immediate family. Sick leave may be granted at the discretion of the Department Head or his/her designee for serious illness in the immediate family. For these purposes, immediate family is defined as including only the spouse, children, and/or a person living in the household and being dependent on the employee.

Section 2. If any employee takes more than three (3) days sick leave in any ninety (90) calendar day period, the Employer may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish said medical certification may result in the Employer beginning disciplinary procedures at Step 3 in Article 14 of this contract.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), except as provided under Section 8 below.

Section 4. Any employee injured while on duty for the City shall be paid full compensation for the first ninety (90) working days.

Section 5. Any employee injured on the job must report it at the time and day it happens.

Section 6. The Employer reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 7. One (1) sick day annually may be used as a casual day to be taken with the authorization of the Department Head of Employer. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

Section 8. Employee reporting off sick must do so prior to the start of employee's work shift by contacting his/her direct supervisor.

Section 9. It is understood and agreed between the parties hereto that once an employee has exhausted his/her paid leave, he/she shall be granted leave without pay for a period of up to one year from the date the employee exhausted all paid leave. Seniority shall be frozen on the date accrued paid leave is exhausted.

ARTICLE 8
INCENTIVE LEAVE.

Incentive Leave in the amount of one (1) hour per two (2) week pay period shall be awarded for each two (2) week pay period in which the employee is not absent from work. An employee shall give twenty-four (24) hours notice before taking an incentive day. One (1) incentive day may be carried over each year. Only legal holidays, vacation and incentive days will constitute an excusable absence. No incentive leave will be permitted if another employee has to be called in and receives compensatory and/or overtime. However, for the four Water Pollution Control shift operators only, each will be allowed eight (8) hours per year per operator that could result in another employee being called in and receiving compensatory and/or overtime.

ARTICLE 9
LEAVE WITH PAY.

The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

Section 1. For appearance in court, either as a member of the jury, or when required to appear as a witness, unless employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive, except for mileage from the Court, will be turned over to the City Clerk's office.

Section 2. For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

Section 3. For active duty in any branch of the Armed Forces of the United States or the State of Iowa, for the period of such active state or federal service during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

Section 4. Employees may be granted bereavement leave in accordance with the following schedule and shall not have this leave deducted from any paid leave banks:

- (1) Up to five (5) days for the death of a spouse, child or stepchild.
- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will be granted funeral leave on a pro-rated basis based upon the number of hours budgeted each year.

Section 5. All leave with pay except those related to sickness or injury must be applied for in advance.

Section 6. Any employee on paid leave in excess of 90 consecutive days will not continue to accrue paid leave.

ARTICLE 10
LEAVE WITHOUT PAY.

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons.

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Chapter 29A.28 of the Code of Iowa, as amended, and will upon discharge, be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the armed forces.

Section 3. An employee designated by the Union to represent it at an international, state or district meeting, which requires his/her absence from duty shall be granted the necessary time off without pay.

Under no event shall the number of employees exceed two (2).

Section 4. No person shall be discriminated against because of military service (including National Guard) requirements, but every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 5. During an unpaid leave of absence, an employee receives no compensation; does not accrue seniority, and does not earn or collect vacation, sick leave or other benefits.

ARTICLE 11
VACATION.

Section 1. Each regular employee will earn two (2) weeks vacation at the completion of one (1) year for the first four (4) years of service.

Section 2. After the completion of five (5) years of service, employee shall be granted three (3) weeks vacation.

Section 3. After completion of twelve (12) years of service, employees shall be granted four (4) weeks vacation.

Section 4. After completion of twenty (20) years of service, employees shall be granted five (5) weeks vacation.

Section 5. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half (1 1/2) years.

Section 6. A member who leaves the employment of the City and after giving two (2) weeks notice of such termination of employment shall be compensated for all vacation leave accrued to date of separation.

The daily pay for accrued vacation pay shall be established at the termination date from the following formula: Annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

$$\frac{\text{Annual pay (base pay plus longevity)}}{260} = \text{Daily Pay}$$

Section 7. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits until after the completion of the probationary period.

Section 8. Employees receiving an increase in vacation will accumulate as follows: Employees increase will take effect on the first day of the pay period closest to the date of the actual increase.

	<u>No. of Weeks</u>	<u>Hours per pay period</u>
Earning rate:	2 weeks-	3.08 hours per pay period
	3 weeks-	4.62 hours per pay period
	4 weeks-	6.15 hours per pay period
	5 weeks-	7.69 hours per pay period

Regular part-time employees will accrue vacation on a prorated basis based upon the number of hours budgeted in each fiscal year.

Section 9. All of accrued vacation shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 10. Whenever an employee is called back from his/her vacation leave, he/she will be paid time and one-half (1 1/2) plus his/her vacation pay or paid time and one-half (1 1/2) and given another vacation, said choice the employee's.

Section 11. Vacation shall be granted at the time requested by the employee. If the nature of work or the operation of the Employer makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period. Vacation shall be scheduled according to seniority. Choice of vacation by senior employees shall be signed up for prior to April 1 of each year. If not signed up by April 1, the senior employees will not be allowed to displace any employee with less seniority who has already designated his/her choice. Responses to vacation requests received after April 1 will be given within 3 days, except for circumstances unseen by the Employer.

Section 12. One (1) week notice must be given to the Department Head or his/her designee before taking any vacation, unless in an emergency situation.

ARTICLE 12 EQUIPMENT CONDITION.

No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their foreman or other appropriate supervisor.

ARTICLE 13 PROHIBITIONS.

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with, his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. An employee shall establish his/her residence within a thirty (30) miles radius of the City.

Section 4. An employee covered under this Agreement shall not be prohibited from obtaining extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.

Section 5. All employees shall diligently and faithfully perform the service required of them as employees of the City of Ottumwa, Iowa, in their classification.

ARTICLE 14
DISCIPLINARY PROCEDURES.

Section 1. Both parties of this Agreement recognize that discipline is necessary for the efficiency of the operation. Therefore, the parties have agreed upon steps of progressive discipline as follows:

- Verbal warning
- Written warning
- Second written warning
- Suspension with loss of pay
- Demotion
- Discharge

When the City determines the seriousness of the offense or condition warrants it, the City may suspend, demote or dismiss the employee for just cause. If an employee wishes to appeal his/her suspension, demotion, or dismissal, the employee must appeal to the Civil Service Commission as set forth in Chapter 400 of the Code of Iowa within fifteen (15) days. If the employee elects the complaint procedures of Civil Service, the grievance procedures of the contract shall not apply.

Section 2. Written warnings are automatically protested and any suspension, demotion or discharge shall be taken up at the third step of the grievance process.

Section 3. Warning letters may only be used for disciplinary matters for a period of twelve (12) months.

Section 4. The employee will be permitted to see his/her personnel file upon request of at least 48 hours with the HR Manager or designee present. With written permission of the employee, the Union representatives may examine the employee's personnel file with the HR Manager or designee present.

ARTICLE 15
GRIEVANCE PROCEDURES.

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific and express provision of this Agreement by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step: The employee shall first discuss the problem with the immediate supervisor/foreman in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, and what section of the contract was violated and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor/foreman no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor/foreman shall give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Two. If the grievance is not settled in Step I and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within five (5) working days after receipt of the immediate supervisor/foreman's written answer. The

Department Head will give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator within seven (7) working days of the receipt of the Department Head's written answer.

If requested by the grievant, the City Administrator will meet with the grievant who may, at his or her option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or his designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) days following such meeting.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within ten (10) days after the receipt of his/her answer to Step Three. Said written notice must be signed by both the grievant and the authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to. If a meeting is held during work hours the employee will suffer no loss in pay.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

ARTICLE 16
JOB CLASSIFICATION, SALARY SCHEDULES, AND LONGEVITY.

Section 1. Any employee temporarily assigned to another job of higher classification shall receive the pay of said higher classification, which said pay shall not be less than a full day's pay for each day or part of a day such employee is temporarily assigned to said job higher classification.

Section 2. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedule shall be considered a part of this Agreement. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step Three of the grievance procedure.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Friday at 11:30 a.m. of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. The salaries and wages of employees shall be computed on the basis of the established hourly rate for the employee's classification.

Section 4. Foremen may perform work of employees provided they do not displace any employee.

Section 5. No employee, by the terms of this Agreement, shall receive pay less than that set out in the salary schedule referred to in Section 6.

Section 6. Each employee covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, and made a part hereof by this reference. Any personnel action necessary to be taken to conform with this Agreement shall be taken. Classifications and job titles shall remain in full force and effect until changes by mutual agreement through negotiations as provided by this Agreement. Persons holding employment in the job classifications and titles as set out on said exhibit shall continue to hold the same until such time as said persons are transferred, promoted, demoted, terminated or have retired pursuant to the terms of this Agreement or the personnel rules of the Employer, whichever is applicable.

Section 7. All employees shall be paid \$25.00 per month for each five (5) years of service to be added to their base pay. Effective date shall be their anniversary date. Regular part-time employees will have pro-rated longevity based upon their budgeted hours as of their date of employment in that part-time position.

ARTICLE 17
PROBATIONARY PERIOD.

Section 1. The probationary period is considered an integral part of the examination process, all new appointments subject to a probationary period of six (6) months. Seniority will be established back to the original employment date at the completion of the probationary period. Employees promoted or one who takes a job of higher classification will be subject to a ninety (90) day probationary period only to determine the ability to perform the duties within the new classification.

Section 2. Part-time Employees are those who are scheduled to work less than forty (40) hours per week on a regular basis. Part-time employees accrue no benefits other than those specifically addressed in this Agreement. The Employer also agrees to give part-time employees first chance at full-time employment should a vacancy exist and they have qualifications including Civil Service eligibility, if applicable, and the ability to perform the job before hiring from the outside.

ARTICLE 18
HOURS OF WORK/DUTY.

Section 1. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours, normally worked consecutively, except for meals and similar authorized interruptions. The starting time for regular employees will be 7:00 a.m. Monday through Friday of each week, with the exception of employees designated to a different shift or workweek. All regular employees are subject to call twenty-four (24) hours a day, seven (7) days a week. Up to one (1) hour shall be allowed for lunch period. Fifteen (15) minutes clean up time shall be allowed at the completion of each shift. City Hall employees may leave at 4:30 p.m. and shorten the lunch hour to thirty (30) minutes.

Section 2. An additional night differential of twenty-five cents (\$.25) for the second shift (3:00 p.m. to 11:00 p.m.) and thirty-one (\$.31) for the third shift (11:00 p.m. to 7:00 a.m.) shall be paid to persons working these hours. This section pertains to regular scheduled employees only. An employee called back for snow removal will be paid said night shift differential starting with their second scheduled work shift.

Section 3. One (1) twenty (20) minute break will be allowed during each eight (8) hour shift. Said break to be taken in mid-morning.

Section 4. For the purpose of snow removal only, the City can modify the shifts, and allow the bargaining unit members to bid on those temporary shifts by seniority and the City shall mandate overtime to the appropriate shift. Overtime for emergency snow removal for a full crew shall be based upon shift seniority, route and equipment. Overtime for emergency snow removal for a partial crew shall be based only upon seniority.

Section 5. During the summer months, the City can modify the shifts on no less than a weekly basis, with majority approval of the effected employees.

ARTICLE 19
OVERTIME.

Section 1. When full-time employees are directed by supervisors to work extra time in addition to their regular working hours during emergencies, certified as such by the Department Head, they will be paid for such overtime. An employee may request compensatory time in lieu of overtime and compensatory time will be paid at the rate of one and one-half (1 ½) times. A record of all overtime shall be kept by the Department Head. All overtime must be verified by official department records.

Section 2. The Department Head will pay the employees for the extra time served within the appropriate pay period. The overtime rate shall be computed on the basis of the established hourly rate for the classification, multiplied by one and one-half (1 ½).

Section 3. Overtime benefits shall be granted to Assistant Foremen and Foremen and if approved by the Department Head or if no unit employees are available. Overtime will be offered within the respective divisions of each department first. Overtime will be offered to senior employees first. If no senior employee accepts the overtime then it will be assigned to the most junior employees.

Section 4. Regular employees will receive time and one-half (1 ½) for all work in excess of eight (8) hours per day or forty (40) hours per week. Regular part-time employees will receive time and one half (1 ½) for all work in excess of forty (40) hours per week. In the event of call-backs, they will receive time and one-half (1 ½) and will be guaranteed two (2) hours work. Whenever an employee is called back, he/she shall be paid time and one-half (1 ½) for his/her complete initial call-back. Overtime pay is not allowable for attendance of conventions, meetings, or business trips. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after his/her shift has ended. In the event the employee is called in early to his shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay.

Section 5. Work performed on Saturdays (if other than a part of the regular workweek of the employee), and Sundays will be paid for at the rate of time and one-half (1 ½).

Section 6. A mechanic shall be on duty full-time whenever a crew is working, if needed or on a regular shift.

Section 7. Shift Plant Operators at the Water Pollution Control Facility on their days off will be offered the replacement overtime within their classification ahead of other employees. WPCF Operators who are regularly scheduled to work on Sunday shall not receive compensatory time for hours worked on a regularly scheduled Sunday.

Section 8. Employees may accumulate up to a maximum of 150 hours of compensatory time. However, no more than 40 hours can be carried over into the next fiscal year (November 1). Any comp time in excess of 40 hours will be paid to the employee on or about November 1st. Requests for use of comp time must be approved by the employee's supervisor. Scheduling of comp time will be treated the same as scheduling of vacation.

If an employee is called into work while on comp time, he/she will be paid time and one-half for actual hours worked and may choose to be paid for the scheduled comp time hours or may choose to add the number of hours worked back into the employee's comp time bank.

Section 9. Paid leave, except sick leave, shall be included in the calculation of daily overtime.

Section 10. During a pending snow event, employees are permitted to leave at noon. At the employee's option he/she can select to backfill the remaining shift time with banked accrued leave of his/her choice to complete an eight-hour shift. If an employee opted to leave at noon without backfilling said shift and the storm event dissipates, the employee shall be allowed to backfill said short shift with any banked accrued leave the following day. Snow routes are bid by seniority at the beginning of each season by shift, route and truck. Overtime for partial shift call-in is by shift seniority first then crew-wide.

ARTICLE 20
SENIORITY.

Section 1. Seniority with the Employer is the length of an employee's continuous service with the Employer from the employee's most recent date of hire for calculating benefits. Classification seniority is the length of an employee's continuous service within a classification.

Section 2. An employee shall lose his seniority rights and the employment relationship shall be broken and terminated as follows:

- a. Quits or retires;
- b. Discharge, and discharge is not reversed through grievance procedure;
- c. Fails to report to work at the end of a leave of absence;
- d. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
- e. Has not actively worked for the Employer for a period exceeding 36 continuous months, except for employees on layoff status who will be on a preferred list pursuant to Section 400.28(3) of the Code of Iowa.

Section 3. If an employee is promoted into a job of a higher classification, the employee would be placed in the step of the new classification that would allow the employee to receive at least a 4% pay increase when the employee starts the new job.

Section 4. For the purpose of this article, mobile equipment shall be defined as follows: backhoe, end loader, asphalt lay down machine, dragline, snow loader, sweeper, excavator or grade-all, grader 5 ton roller, vac-all truck, sewer combo camera truck (operator only), bucket truck, paint machine, oil distributor. When new equipment is purchased by the City a mutual determination will be made as to the equipment being defined as mobile equipment needing an equipment operator.

Section 5. The Employer shall allow employees their choice of operating mobile equipment and dump trucks based on the employee's current Civil Service seniority. If no such operators are available the City may utilize other employees qualified to operate mobile equipment and dump trucks. Mechanics may operate mobile equipment and dump trucks in performance of their duties. This section shall cover snow removal and other emergencies.

Section 6. For the purpose of this article, operator classification shall include those employees who regularly drive truck and operate mobile equipment within their classifications. This section shall not limit the City's ability or right to assign employees to other work.

ARTICLE 21
MISCELLANEOUS.

Section 1. An employee is required to possess and maintain a valid driver's license and a basic CDL license (if required by the position). In the event an employee loses his/her driver's license or CDL license, the employee will be granted a leave of absence without pay for a period of up to fourteen months and will be returned to his prior position upon reinstatement of the required license. This section does not apply to any employee who loses his license due to misconduct while on the job.

Section 2. Effective July 1, 2016, the Employer will reimburse employees up to a maximum of \$150.00 for the purchase of approved safety boots and approved safety clothing. Safety clothing is defined as regular or reflective coat, coveralls, hat, gloves and blue jeans only for the WPCF lab technician. The reimbursement will increase to \$180 effective July 1, 2019. An Employee who leaves

the City's employment within four (4) months of receiving this reimbursement, shall reimburse the City for said payment.

Section 5. The City is to provide copies of this contract without cost to the Union and its members.

ARTICLE 22
MAINTENANCE AND REPAIR.

Section 1. Any mechanic shall have the right to use any equipment to tow any other equipment that might be stalled or broke down to the garage or any other suitable place to work on them. He may also use any equipment to help with his work.

Section 2. All major maintenance and repair on any equipment shall be done by the mechanics. Utilitymen or operators may do minor maintenance and repair as directed by a supervisor.

ARTICLE 23
MANAGEMENT RIGHTS CLAUSE.

It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities, and nothing shall diminish management's rights as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

ARTICLE 24
EMPLOYEES RIGHTS CLAUSE.

It is recognized that, except as hereinabove expressly stated in this Agreement, Employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

ARTICLE 25
AMENDMENT.

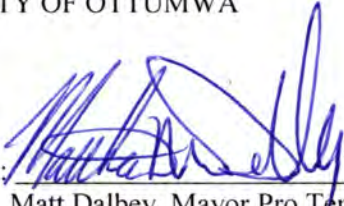
This Agreement may be amended upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate Resolution of the Employer and ratification of the Union.

ARTICLE 26
SAVINGS CLAUSE.

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those

provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

CITY OF OTTUMWA

By: 
Matt Dalbey, Mayor Pro Tem

Date: 2.4.2020

OVER THE ROAD, CITY TRANSFER
DRIVERS, TEAMSTER'S LOCAL #238

By: _____
Rod Walton, Business Representative

Date: _____

By: _____
Employee Representative

Date: _____

ATTEST:


Christina Reinhard, City Clerk

Date: 2.4.2020

CITY OF OTTUMWA
CITY TRANSFER

OVER THE ROAD,

DRIVERS, TEAMSTER'S

LOCAL #238

By: [Signature]
By
Matt Dalbey, Mayor Pro Tem
Representative

[Signature]
Rod Walton, Business
Representative

Date: 2-4-2020

Date: 1/29/2020

By: [Signature]
Employee
Representative

Date: 1-31-2020

ATTEST:

[Signature]
Christina Reinhard, City Clerk

Date: 2-4-2020



PUBLIC WORKS WAGE SCHEDULE
July 1, 2020 – June 30, 2021

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$12.64	\$12.80	\$13.01	\$13.38	\$13.79	\$14.21
Custodian	\$19.03	\$19.30	\$19.60	\$20.20	\$20.83	\$21.50
Utility Worker	\$19.03	\$19.30	\$19.60	\$20.20	\$20.83	\$21.50
Cemetery Maintenance Worker	\$19.19	\$19.49	\$19.77	\$20.41	\$21.03	\$21.65
Lab Technician	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Engineering Aide	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Beach Maintenance Worker	\$19.30	\$19.60	\$19.92	\$20.54	\$21.14	\$21.82
Utility Worker Demanufacturing Cert.	\$19.55	\$19.82	\$20.15	\$20.75	\$21.41	\$22.09
Equipment Operator	\$19.77	\$20.09	\$20.43	\$21.06	\$21.68	\$22.41
Airport Maintenance Worker	\$19.77	\$20.09	\$20.43	\$21.06	\$21.68	\$22.41
Engineering Assistant	\$20.04	\$20.21	\$20.55	\$21.15	\$21.84	\$22.55
Landfill Operator	\$20.09	\$20.44	\$20.73	\$21.43	\$22.04	\$22.75
Maintenance Electrician	\$20.15	\$20.48	\$20.76	\$21.46	\$22.11	\$22.80
Solid Waste Operating Mechanic	\$20.54	\$21.05	\$21.44	\$22.23	\$23.03	\$23.87
WPCF Maintenance Technician	\$20.55	\$20.89	\$21.17	\$21.86	\$22.55	\$23.36
WPCF Plan Operator	\$20.60	\$20.96	\$21.23	\$21.94	\$22.62	\$23.36
Mechanic	\$20.73	\$21.07	\$21.43	\$22.04	\$22.76	\$23.52
Pre-Treatment Coordinator	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Engineering Assistant II	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Design Tech	\$21.50	\$21.84	\$22.20	\$22.89	\$23.61	\$24.38
Maintenance Electrician/HVAC Tech	\$23.02	\$23.42	\$23.83	\$24.66	\$25.52	\$26.42
Master Electrician	\$23.64	\$24.07	\$24.44	\$25.21	\$26.09	\$26.91
Design Technician II	\$24.42	\$24.81	\$25.20	\$26.03	\$26.88	\$27.75
Master Electrician/HVAC Tech	\$26.85	\$27.32	\$27.78	\$28.75	\$29.76	\$30.80

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Equipment Operator rate paid to Landfill Operator until certified.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

PUBLIC WORKS WAGE SCHEDULE

July 1, 2021 – June 30, 2022

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$12.89	\$13.06	\$13.27	\$13.65	\$14.07	\$14.49
Custodian	\$19.41	\$19.69	\$19.99	\$20.60	\$21.25	\$21.93
Utility Worker	\$19.41	\$19.69	\$19.99	\$20.60	\$21.25	\$21.93
Cemetery Maintenance Worker	\$19.57	\$19.88	\$20.17	\$20.82	\$21.45	\$22.08
Lab Technician	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Engineering Aide	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Beach Maintenance Worker	\$19.69	\$19.99	\$20.32	\$20.95	\$21.56	\$22.26
Utility Worker Demanufacturing Cert.	\$19.94	\$20.22	\$20.55	\$21.17	\$21.84	\$22.53
Equipment Operator	\$20.17	\$20.49	\$20.84	\$21.48	\$22.11	\$22.86
Airport Maintenance Worker	\$20.17	\$20.49	\$20.84	\$21.48	\$22.11	\$22.86
Engineering Assistant	\$20.44	\$20.61	\$20.96	\$21.57	\$22.28	\$23.00
Landfill Operator	\$20.49	\$20.85	\$21.14	\$21.86	\$22.48	\$23.21
Maintenance Electrician	\$20.55	\$20.89	\$21.18	\$21.89	\$22.55	\$23.26
Solid Waste Operating Mechanic	\$20.95	\$21.47	\$21.87	\$22.67	\$23.49	\$24.35
WPCF Maintenance Technician	\$20.96	\$21.31	\$21.59	\$22.30	\$23.00	\$23.83
WPCF Plan Operator	\$21.01	\$21.38	\$21.65	\$22.38	\$23.07	\$23.83
Mechanic	\$21.14	\$21.49	\$21.86	\$22.48	\$23.22	\$23.99
Pre-Treatment Coordinator	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Engineering Assistant II	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Design Tech	\$21.93	\$22.28	\$22.64	\$23.35	\$24.08	\$24.87
Maintenance Electrician/HVAC Tech	\$23.48	\$23.89	\$24.31	\$25.15	\$26.03	\$26.95
Master Electrician	\$24.11	\$24.55	\$24.93	\$25.71	\$26.61	\$27.45
Design Technician II	\$24.91	\$25.31	\$25.70	\$26.55	\$27.42	\$28.31
Master Electrician/HVAC Tech	\$27.39	\$27.87	\$28.34	\$29.33	\$30.36	\$31.42

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Equipment Operator rate paid to Landfill Operator until certified.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

PUBLIC WORKS WAGE SCHEDULE
July 1, 2022 – June 30, 2023

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$13.15	\$13.32	\$13.54	\$13.92	\$14.35	\$14.78
Custodian	\$19.80	\$20.08	\$20.39	\$21.01	\$21.68	\$22.37
Utility Worker	\$19.80	\$20.08	\$20.39	\$21.01	\$21.68	\$22.37
Cemetery Maintenance Worker	\$19.96	\$20.28	\$20.57	\$21.24	\$21.88	\$22.52
Lab Technician	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Engineering Aide	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Beach Maintenance Worker	\$20.08	\$20.39	\$20.73	\$21.37	\$21.99	\$22.71
Utility Worker Demanufacturing Cert.	\$20.34	\$20.62	\$20.96	\$21.59	\$22.28	\$22.98
Equipment Operator	\$20.57	\$20.90	\$21.26	\$21.91	\$22.55	\$23.32
Airport Maintenance Worker	\$20.57	\$20.90	\$21.26	\$21.91	\$22.55	\$23.32
Engineering Assistant	\$20.85	\$21.02	\$21.38	\$22.00	\$22.73	\$23.46
Landfill Operator	\$20.90	\$21.27	\$21.56	\$22.30	\$22.93	\$23.67
Maintenance Electrician	\$20.96	\$21.31	\$21.60	\$22.33	\$23.00	\$23.73
Solid Waste Operating Mechanic	\$21.37	\$21.90	\$22.31	\$23.12	\$23.96	\$24.84
WPCF Maintenance Technician	\$21.38	\$21.74	\$22.02	\$22.75	\$23.46	\$24.31
WPCF Plan Operator	\$21.43	\$21.81	\$22.08	\$22.83	\$23.53	\$24.31
Mechanic	\$21.56	\$21.92	\$22.30	\$22.93	\$23.68	\$24.47
Pre-Treatment Coordinator	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Engineering Assistant II	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Design Tech	\$22.37	\$22.73	\$23.09	\$23.82	\$24.56	\$25.37
Maintenance Electrician/HVAC Tech	\$23.95	\$24.37	\$24.80	\$25.65	\$26.55	\$27.49
Master Electrician	\$24.59	\$25.04	\$25.43	\$26.22	\$27.14	\$28.00
Design Technician II	\$25.41	\$25.82	\$26.21	\$27.08	\$27.97	\$28.88
Master Electrician/HVAC Tech	\$27.94	\$28.43	\$28.91	\$29.92	\$30.97	\$32.05

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

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PUBLIC WORKS WAGE SCHEDULE
July 1, 2023 – June 30, 2024

	Hire	6 months	1 year	2 years	3 years	4 years
Landfill Groundskeeper	\$13.41	\$13.59	\$13.81	\$14.20	\$14.64	\$15.08
Custodian	\$20.20	\$20.48	\$20.80	\$21.43	\$22.11	\$22.82
Utility Worker	\$20.20	\$20.48	\$20.80	\$21.43	\$22.11	\$22.82
Cemetery Maintenance Worker	\$20.36	\$20.69	\$20.98	\$21.66	\$22.32	\$22.97
Lab Technician	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Engineering Aide	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Beach Maintenance Worker	\$20.48	\$20.80	\$21.14	\$21.80	\$22.43	\$23.16
Utility Worker Demanufacturing Cert.	\$20.75	\$21.03	\$21.38	\$22.02	\$22.73	\$23.44
Equipment Operator	\$20.98	\$21.32	\$21.69	\$22.35	\$23.00	\$23.79
Airport Maintenance Worker	\$20.98	\$21.32	\$21.69	\$22.35	\$23.00	\$23.79
Engineering Assistant	\$21.27	\$21.44	\$21.81	\$22.44	\$23.18	\$23.93
Landfill Operator	\$21.32	\$21.70	\$21.99	\$22.75	\$23.39	\$24.14
Maintenance Electrician	\$21.38	\$21.74	\$22.03	\$22.78	\$23.46	\$24.20
Solid Waste Operating Mechanic	\$21.80	\$22.34	\$22.76	\$23.58	\$24.44	\$25.34
WPCF Maintenance Technician	\$21.81	\$26.47	\$22.46	\$23.21	\$23.93	\$24.80
WPCF Plan Operator	\$21.86	\$22.25	\$22.52	\$23.29	\$24.00	\$24.80
Mechanic	\$21.99	\$22.36	\$22.75	\$23.39	\$24.15	\$24.96
Pre-Treatment Coordinator	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Engineering Assistant II	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Design Tech	\$22.82	\$23.18	\$23.55	\$24.30	\$25.05	\$25.88
Maintenance Electrician/HVAC Tech	\$24.43	\$24.86	\$25.30	\$26.16	\$27.08	\$28.04
Master Electrician	\$25.08	\$25.54	\$25.94	\$26.74	\$27.68	\$28.56
Design Technician II	\$25.92	\$26.34	\$26.73	\$27.62	\$28.53	\$29.46
Master Electrician/HVAC Tech	\$28.50	\$29.00	\$29.49	\$30.52	\$31.59	\$32.69

The employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Equipment Operator rate paid to Landfill Operator until certified.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual due date, which could be on, before, or after the actual date.

CITY OF OTTUMWA
2020 JAN 30 STAFF SUMMARY

Council Meeting of: February 4, 2020

ITEM NO. _____
Joni Keith
Prepared By *Joni Keith*

Administration
Department

Department Head

Tom X. Lazio
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Approval of collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters Local 238, representing Municipal employees, commencing July 1, 2020 and continuing through June 30, 2024, and authorizing the Mayor to sign the Agreement.

PURPOSE: Is to seek City Council approval of the collective bargaining agreement by and between the City of Ottumwa, Iowa and the Teamsters, Local 238, representing Municipal employees and authorize Mayor to sign Contract.

RECOMMENDATION: Approve collective bargaining agreement by the parties effective July 1, 2020 through June 30, 2024, and authorize the Mayor to sign said Agreement.

DISCUSSION: Other than items prohibited by current State law, such as Deduction for Union Dues, Health Insurance and Retirement, all language provisions and benefits stay the same. Those prohibited items, such as Health Insurance, Retirement and transfer provisions, will be placed in the City's personnel policies which will be revised and implemented before this contract begins. This is a four-year contract with 2% per year increases across the board on base salaries. The Union membership has approved the contract. Please see the attached contract.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF OTTUMWA

AND

**MUNICIPAL EMPLOYEES UNION
TEAMSTER'S LOCAL #238**

**FOR THE PERIOD
OF
JULY 1, 2020 THROUGH JUNE 30, 2024**

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This agreement made and entered into this first day of July 2020, by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, hereinafter referred to as Employer, or City, and TEAMSTERS LOCAL 238, referred to hereinafter as Union or Local 238 (Municipal).

ARTICLE 1
PURPOSE OF AGREEMENT.

It is the purpose and intent of this agreement to set forth herein the agreement covering the rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

ARTICLE 2
LAWS APPLICABLE.

This agreement is made, executed and entered into pursuant to and under authority of the Constitution and the common and statutory laws of the State of Iowa, and any part of this Agreement which conflicts shall be null and void and of no force and effect.

ARTICLE 3
RECOGNITION.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining with respect to salaries, wages, hours of employment and other conditions of employment for all of its employees in the bargaining units established and certified pursuant to the order of the Public Employment Relations Board of the State of Iowa, Cases No.1763.

The designation "members" refers to all clerical employees of the City of Ottumwa, Clerk (full-time and regular part-time), Payroll Clerk, Accounting Clerk, Accounting Clerk II, Housing and Building Code Inspector, Housing Technician, Environmental Health Specialist, Building Inspector, Beach Concessions Manager (regular part-time), Parking Meter Attendant (regular part-time), and Gatekeepers (regular part-time).

ARTICLE 4
DURATION OF AGREEMENT.

This agreement shall be in effect from and after 12:01 A.M. July 1, 2020, until 11:59 p.m. on June 30, 2024 and from year to year thereafter, unless either party hereto gives the other party written notice of its desire to terminate or modify the same on or before September 15th of the preceding year.

ARTICLE 5
NEGOTIATIONS.

Section 1. Employer will meet with the union with respect to establishing wages, hours, and working conditions of employment as necessity requires, except that with concern of wages and hours of employment as same affect the budget of Employer, said negotiations concerning

same shall be annually and shall commence prior to October 15 and shall be concluded prior to time permitted for submission and certification of said budget to the Auditor of Wapello County, Iowa. Such other conferences and meetings as are required concerning such matters as the interpretation of this Agreement, working conditions and grievances, shall be held pursuant to the terms of this Agreement, and if not so provided, may be held at the call of either party of this Agreement at an agreed upon time and place.

Section 2. The following general procedures shall govern such negotiations and conferences:

(a) Conference and negotiation participation shall be limited to not more than five (5) representatives from the Union. The Employer shall be represented by such members of its Council, as it deems necessary. In addition, each party may utilize a secretary and such expert or professional representatives as said party deems necessary. However, due to the fact that it is desirable by both parties that said meetings be efficient and orderly, private citizens representing either party shall be present only upon agreement of both parties. The City will schedule the times at which meetings will be held. Nothing contained in this section shall be deemed to infer the desire or agreement by the parties to the violation of Chapter 28A of the Code of Iowa, as amended known as the Open Meeting Law and said law shall be adhered to if and where mandated.

(b) Interpretations and agreements reached by such negotiations shall take the form of a written agreement or amendment thereto or personal memoranda approved by the Employer and issued by the Department Head thereof, which, if necessary, shall supplement the personnel rules and procedures of the Employer.

(c) Any employee of the Union or his designated representative has the right to discuss with the Department Head of Employer, the terms of his/her employment or his/her working conditions, but no individual agreement shall be made between said Department Head and said employee which violates the terms of any personnel memoranda issued by the Department Head as a result of the negotiations with Union or that will violate the terms of this Agreement or any amendment thereto.

Section 3. Time spent by designated representatives of the Union in negotiations with Employer shall not be deducted from employee's pay if said negotiations are held during the normal working hours of said designated representatives.

ARTICLE 6 LEGAL HOLIDAYS.

The following are declared to be legal holidays for members covered by this Agreement, which said legal holidays shall at all times be the same as those given to other employees for the City and said holidays are as follows:

- (a) New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after

Thanksgiving, Christmas day, and one day before or after Christmas to be designated by the Mayor.

When a holiday falls on Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Regular part-time employees will accrue holiday pay on a prorated basis based upon the number of hours budgeted in each fiscal year.

When regular employees are required to work on a holiday, they will be paid at the rate of time and three-quarters (1.75) for time worked plus holiday pay.

ARTICLE 7 SICK LEAVE.

Section 1. All regular full-time or probationary employees earn sick leave at the rate of 7.39 hours per pay period. Regular part-time employees will accrue sick leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees' use of dependent sick leave will also be on a pro-rated basis. Sick leave may be granted only for absence from duty due to personal illness or legal quarantine. Up to 160 hours of sick leave per year may be granted for serious illness or injury to spouse or minor child. If the illness of the spouse or the minor child is an FMLA qualifying event, the Human Resource Manager may approve additional sick leave in excess of the 160 hour cap.

Section 2. If an employee takes more than three (3) days sick leave in any ninety (90) calendar day period, the Employer may require a medical certification before employee may return to work, said certification to be at the employee's expense. Failure to furnish said medical certification may result in the Employer beginning disciplinary procedures at Step 3 in Article 14 of this contract.

Section 3. No sick leave benefits shall be paid to employees for injuries incurred or received while the employee is working on the job of another employer, (moonlighting), except as provided under Section 8 below.

Section 4. Any employee injured while on duty for the City shall be paid full compensation for the first ninety (90) working days.

Section 5. Any employee injured on the job must report it at the time and day it happens.

Section 6. The Employer reserves the right to designate the physician, if so desired, to verify the certification of the employee's physician and the extent of his/her injuries.

Section 7. One (1) sick day annually may be used as a casual day to be taken with the authorization of the Department Head of Employer. No casual time will be permitted if another employee has to be called in and receives compensatory and/or overtime.

Section 8. Employee reporting off sick must do so prior to the start of employee's work shift by contacting his/her direct supervisor.

Section 9. It is understood and agreed between the parties hereto that once an employee has exhausted his/her paid leave, he/she shall be granted leave without pay for a period of up to one year from the date the employee exhausted all paid leave. Seniority shall be frozen on the date accrued paid leave is exhausted.

ARTICLE 8
INCENTIVE LEAVE.

Incentive Leave in the amount of one (1) hour per two (2) week pay period shall be awarded for each two (2) week pay period in which the employee is not absent from work. An employee shall give twenty-four (24) hours notice before taking an incentive day. One (1) incentive day may be carried over each year. Only legal holidays, vacation and incentive days will constitute an excusable absence. No incentive leave will be permitted if another employee has to be called in and receives compensatory and/or overtime. Regular part-time employees are not eligible to receive incentive leave.

ARTICLE 9
LEAVE WITH PAY.

The Department Head may authorize leave with pay, which will not be charged to vacation or sick leave, for the following reasons:

Section 1. For appearance in court, either as a member of the jury, or when required to appear as a witness, unless employee instigates the court proceedings, then said employee shall not be paid. When an employee appears during regular working hours and receives full pay from the City, any pay that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.

Section 2. For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose.

Section 3. For active duty in any branch of the Armed Forces of the United States or the State of Iowa, for the period of such active state or federal services during the first thirty (30) days of such leave of absence in conformity with Chapter 29A.28 of the Code of Iowa, as amended.

Section 4. Employees may be granted bereavement leave in accordance with the following schedule and shall not have this leave deducted from any paid leave banks:

- (1) Up to five (5) days for the death of a spouse, child or stepchild.
- (2) Up to three (3) days for the death of a parent, stepparent, sibling, grandchild or employee's own grandparents.
- (3) Up to one (1) day for the death of a father/mother-in-law, brother/sister-in-law, son/daughter-in-law or spouse's grandparents.

Regular part-time employees will accrue funeral leave on a prorated basis based upon the number of hours budgeted in each fiscal year. Regular part-time employees will be granted funeral leave on a pro-rated basis.

Section 5. All leave with pay except those related to sickness or injury must be applied for in advance.

Section 6. Any employee on paid leave in excess of 90 consecutive days will not continue to accrue paid leave.

ARTICLE 10 LEAVE WITHOUT PAY.

Section 1. A regular employee may be granted leave without pay for a period not to exceed one (1) year for good and sufficient reasons.

Section 2. Persons called to serve full time in the Armed Forces of the United States will be considered to be on leave without pay for the duration of such service after the first thirty (30) days of such service in conformity with Chapter 29A.28 of the Code of Iowa, as amended, and will, upon discharge be reinstated to their former position or one similar to it without loss of seniority. Application for such reinstatement must be filed within thirty (30) days after discharge from the armed forces.

Section 3. An employee designated by the Union to represent it at an international, state or district meeting, which requires his/her absence from duty, shall be granted the necessary time off without pay. Under no event shall the number of employees exceed two (2).

Section 4. No person shall be discriminated against because of military service (including National Guard) requirements, but every person required to attend weekend drills shall notify the Employer in advance so employee's days off can be scheduled to fall on days of said drills or said employee shall make arrangements with the military unit to schedule drill on employee's days off.

Section 5. During an unpaid leave of absence, an employee receives no compensation; does not accrue seniority; and does not earn or collect vacation, sick leave or other benefits.

ARTICLE 11 VACATION.

Section 1. Each regular employee will earn two (2) weeks vacation at the completion of one (1) year for first four (4) years of service.

Section 2. After the completion of five (5) years of service, employee shall be granted three (3) weeks vacation.

Section 3. After completion of twelve (12) years of service, employees shall be granted four (4) weeks vacation.

Section 4. After completion of twenty (20) years of service, employees shall be granted five (5) weeks vacation.

Section 5. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half (1 1/2) years.

Section 6. A member who leaves the employment of the City and after giving two (2) weeks notice of such termination of employment shall be compensated for all vacation leave accrued to date of separation.

The daily pay for accrued vacation shall be established at the termination date from the following formula: Annual pay (base pay plus longevity) divided by two hundred sixty (260) equals daily pay:

$$\frac{\text{Annual pay (base pay plus longevity)}}{260} = \text{Daily Pay}$$

Section 7. Probationary employees will accrue vacation leave, but not normally be permitted to use vacation leave credits until after the completion of the probationary period.

Section 8. Earning Rate:

<u>No. of Weeks</u>		<u>Hours per pay period</u>
2 weeks	-	3.08 hours per pay period
3 weeks	-	4.62 hours per pay period
4 weeks	-	6.15 hours per pay period
5 weeks	-	7.69 hours per pay period

Regular part-time employees will accrue vacation on a prorated basis based upon the number of hours budgeted in each fiscal year.

Section 9. All accrued vacation leave shall be paid to the family or estate of a deceased employee who has passed away while being in the employ of the Employer, but it is not required that said death have occurred on the job.

Section 10. Whenever an employee is called back from his vacation leave, he/she will be paid time and one-half (1 1/2) plus his/her vacation or paid time and one-half (1 1/2) and given another vacation, said choice the employee's.

Section 11. Vacation shall be granted at the time requested by the employee. If the nature of work or the operation of the Employer makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period. Vacation shall be scheduled according to seniority. Choice of vacation by senior employees shall be signed up for prior to April 1 of each year. If not signed up by April 1,

the senior employees will not be allowed to displace any employee with less seniority who has already designated his/her choice.

Section 12. One (1) week notice must be given to the Department Head or his/her designee before taking any vacation, unless in an emergency situation.

ARTICLE 12
EQUIPMENT CONDITION.

No person employed by the City shall be forced to use equipment that is in an unsafe condition because of mechanical faults or that does not meet legal safety requirements of such equipment. Employees shall report the unsafe condition of any equipment immediately to their foreman or other appropriate supervisor.

ARTICLE 13
PROHIBITIONS.

Section 1. No person shall willfully or corruptly make any false statement, certificate or report in regard to any interview, certificate or appointment, or in any manner commit or attempt to commit any fraud preventing the impartial execution of the personnel rules.

Section 2. No person seeking appointment to or promotion in the City service shall either directly or indirectly give, render, or pay any money, service, or other valuable thing to any person for or on account of, or in connection with, his/her appointment, proposed appointment, promotion, or proposed promotion.

Section 3. There is no requirement that an employee live in a specific community or county. However, each employee is expected to report to work on time and at all times when his/her office/work station is in operation. While the employee's domicile is not a condition of employment, neither is it a justification for not reporting to work in a timely manner.

Section 4. An employee covered under this Agreement shall not be prohibited from obtaining extra employment, commonly known as "moonlighting", so long as said extra employment does not interfere with, hinder, restrict, or adversely affect the employee's duties with the City of Ottumwa, Iowa.

Section 5. All employees covered by this Agreement may be required to work in other departments covered by this Agreement for a continuous period of up to seven (7) calendar days. They will be compensated at the rate of the position filled, but not less than the rate of their regular pay. The transferred employees will be in reverse order of seniority.

ARTICLE 14
DISCIPLINARY PROCEDURES.

Section 1. Both parties of this Agreement recognize that discipline is necessary for the efficiency of the operation. Therefore, the parties have agreed upon steps of progressive discipline as follows.

1. Written warning;
2. Second written warning;
3. Suspension with loss of pay;
4. Demotion
5. Discharge

When the city determines the seriousness of the offense or condition warrants it, the City may suspend, demote, or dismiss the employee at any time for just cause. If an employee wishes to appeal his/her suspension, demotion, or dismissal, the employee must appeal to the Civil Service Commission as set forth in Chapter 400 of the Code of Iowa within fifteen (15) days. If the employee elects the complaint procedures of Civil Service, the grievance procedures of the contract shall not apply.

Section 2. Written warnings are automatically protested and any suspension, demotion, or discharge shall be taken up at the third step of the grievance process.

Section 3. Warning letters may only be used for disciplinary matters for a period of twelve (12) months.

Section 4. The employee will be permitted to see his/her personnel file upon request of at least 48 hours with the HR Manager or designee present. With written permission of the employee, the Union representatives may examine the employee's personnel file with the HR Manager or designee present.

ARTICLE 15
GRIEVANCE PROCEDURES.

Section 1. A grievance is defined as a timely filed claim by an employee covered by this Agreement, which alleges that there has been a violation of a specific and express provision of this Agreement, by the City.

Section 2. Should an employee claim a grievance, it shall be processed in the following manner:

Informal Step: The employee shall first discuss the problem with the immediate supervisor in an attempt to resolve the problem informally. If the problem is not settled to the employee's satisfaction, the following procedure should be used.

Step One. An employee who claims a grievance shall reduce the grievance to writing by giving and signing a statement of facts, what is the issue, and what section of the contract was violated and what remedy the employee is seeking. The written grievance must be submitted to the immediate supervisor no later than seven (7) working days after the occurrence upon which the grievance is based. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Two. If the grievance is not settled in Step One and the grievant wishes to take the grievance forward, the grievant must submit the signed grievance to the Department Head or his designee within five (5) working days after receipt of the immediate supervisor's written answer. The Department Head will give a written answer to the aggrieved employee within seven (7) days after the grievance is presented to him.

Step Three. If the grievance is not settled in Step Two, the grievant may submit the grievance to the City Administrator within seven (7) working days of the receipt of the Department Head's written answer.

If requested by the grievant, the City Administrator will meet with the grievant who may, at his or her option, be accompanied by a Union representative, at a time mutually agreeable to the parties, and if a settlement is not reached, the City Administrator or his designee will provide a written answer to the grievant, with a copy to the Union, within ten (10) days following such meeting.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration within ten (10) days after the receipt of his/her answer to Step Three. Said written notice must be signed by both the grievant and the authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Public Employment Relations Board to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, a coin flip shall determine which party shall strike the first name from the list, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision with thirty (30) days after the conclusion of the hearing.

The reasonable expenses, fees, and costs of the arbitrator shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

Section 3. All grievances shall be presented, discussed and processed during the grievants non-working time, unless another time is mutually agreed to.

Section 4. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the City's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the City's specified representative to answer a grievance within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

Section 5. If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the City shall not be required to process the same or similar claim or set of facts through the grievance procedure.

Section 6. An employee may be represented at any stage of the grievance procedure by a Union representative.

ARTICLE 16 JOB CLASSIFICATION, SALARY SCHEDULES, AND LONGEVITY.

Section 1. Any employee temporarily assigned to another job of higher classification shall receive the pay of said higher classification, which said pay shall not be less than a full day's pay for each day or part of a day such employee is temporarily assigned to said job higher classification.

Section 2. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Exhibit A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step Three of the grievance procedure.

Section 3. The salaries and wages of employees shall be paid bi-weekly on Friday at 11:30 a.m. of the appropriate week. In the event this day is a holiday, the preceding day shall be the payday. The salaries and wages of employees shall be computed on the basis of the established hourly rate for the employee's classification.

Section 4. An employee will be given copies of all documents placed in said employee's personnel file.

Section 5. No employee, by the terms of this Agreement, shall receive pay less than that set out in the salary schedule referred to in Section 6.

Section 6. Each employee covered by the terms of this Agreement shall be classified as to job title and paid in accordance with the following job classification and salary schedule attached hereto, marked Exhibit A, and made a part hereof by this reference. Any personnel

action necessary to be taken to conform with this Agreement shall be taken. Classifications and job titles shall remain in full force and effect until changes by mutual agreement through negotiations as provided by this Agreement. Persons holding employment in the job classifications and titles as set out on said exhibit shall continue to hold the same until such time as said persons are transferred, promoted, demoted, terminated or have retired pursuant to the terms of this Agreement or the personnel rules of the Employer, whichever is applicable.

Section 7. All employees shall be paid \$25.00 per month longevity pay for each five (5) years of service to be added to their base pay. Effective date shall be their anniversary date. Regular part-time employees shall receive longevity pay based upon his/her budgeted hours per year.

ARTICLE 17 PROBATIONARY PERIOD.

Section 1. The probationary period is considered an integral part of the examination process, all new appointments are subject to a probationary period of six (6) months. Seniority will be established back to the original employment date at the completion of the probationary period. Employees promoted or one who takes a job of higher classification will be subject to a ninety (90) day probationary period only to determine the ability to perform the duties within the new classification.

Section 2. Part-time employees are those who are scheduled to work less than forty (40) hours per week on a regular basis. Part-time employees accrue no benefits other than those specifically addressed in this Agreement. The Employer also agrees to give part-time employees first chance at full time employment should a vacancy exist and they have the qualifications including Civil Service eligibility, if applicable, and the ability to perform the job before hiring from the outside.

ARTICLE 18 HOURS OF WORK/DUTY.

Section 1. The regular workweek for employees covered hereunder will be forty (40) hours. The regular workday (shift) will consist of eight (8) hours or ten (10) hours, normally worked consecutively, except for meals and similar authorized interruptions. The employee shall be allowed an unpaid one-half hour lunch break, which could be expanded to one (1) hour if the employee does not take his/her two (2) paid fifteen (15) minute breaks set out in Section 2 of this Article 20. In any week in which a holiday falls, employees working a four 10 hour day schedule will revert to a five 8 hour day schedule for that week.

Section 2. Employees shall be given two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon, unless the employee incorporates these two breaks into a one (1) hour lunch break.

ARTICLE 19
OVERTIME.

When full-time employees are directed by supervisors to work extra time in addition to their regular working hours during emergencies, certified as such by the Department Head, they will be paid for such overtime. All overtime must be verified by official department records.

Section 1. The Department Head will pay the employee for the extra time served within the appropriate pay period. The overtime rate shall be computed on the basis of the established hourly rate for the classification, multiplied by one and one-half (1 ½).

Section 2. Regular full-time employees will receive time and one-half (1 ½) for all work in excess of eight (8) hours per day or forty (40) hours per week. For employees whose regular workweek consists of ten (10) hour days, overtime will be paid for hours worked over forty (40) hours in the workweek and over ten (10) hours per day. Regular part-time employees will receive time and one half (1 ½) for all work in excess of forty (40) hours per week. In the event of call-backs, they will receive time and one-half (1 ½) and will be guaranteed two (2) hours work. Whenever an employee is called back, he/she shall be paid time and one-half (1 ½) for his/her complete initial call-back. The guaranteed two (2) hours of call-back pay is only allowed if the employee is called back after his/her shift has ended. In the event the employee is called in early to his shift, the employee will be paid time and one-half (1 ½) for the amount worked and will not be guaranteed the two (2) hours of call-back pay. Overtime pay is not allowable for attendance of conventions, meetings, or business trips. There shall be no pyramiding of overtime. (Same for 10 hour work shifts)

Section 3. Work performed on Saturdays (if other than a part of the regular Workweek of the employee) or Sundays will be paid for at the rate of time and one-half (1 ½).

Section 4. Employees will be allowed to choose compensatory time or overtime pay when they work overtime. Overtime or compensatory time will be paid at time and one-half (1 ½).

Section 5. Overtime shall be offered by seniority. However, the City shall not be required to offer overtime to employees who are either on paid leave or on their regularly scheduled day off. Overtime will be offered within the respective divisions of each Department first.

Section 6. Paid leave, except sick leave, shall be included in the calculation of daily overtime. However, regular part-time employees during a holiday week shall not receive overtime pay unless actual hours worked exceed 40 hours.

ARTICLE 20
SENIORITY.

Section 1. In addition to the seniority list required by Section 400.12 of the Code of Iowa, as amended, the City shall post said list on the applicable City Hall bulletin board. This

list shall be maintained current on or before July 1 of each year. Any objection to this seniority list as posted shall be reported to the Chair of the Civil Service Commission and the Personnel Officer.

Section 2. State Law – The provisions of this Article shall be subject to the laws of the State of Iowa or the ordinance, resolutions, rules and regulations of Employer, and any conflict therewith shall result in said provisions of this Article being of no force and effect and null and void with said laws of the State of Iowa or the ordinance, resolutions, rules and regulations controlling and being applicable.

ARTICLE 21 MISCELLANEOUS.

Section 1. The Employer will reimburse employees up to a maximum of \$120.00 per year for the purchase of approved safety boots where such are required by conditions of the position.

Section 2. The City is to provide copies of this contract without cost to the Union and all its members.

ARTICLE 22 MANAGEMENT RIGHTS CLAUSE.


It is recognized that, except as expressly stated herein in this Agreement, the City shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organizations and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing, methods, equipment or facilities, and nothing shall diminish management's rights as set out in Section 20.7 of the Code of Iowa, as amended, except as hereinabove expressly stated in this agreement.

ARTICLE 23 EMPLOYEES RIGHTS CLAUSE.

It is recognized that, except as hereinabove expressly stated in this Agreement, employees shall retain whatever employee rights and authority as granted in Section 20.8 of said Code of Iowa, as amended.

CITY OF OTTUMWA

OTTUMWA MUNICIPAL EMPLOYEES UNION
TEAMSTER'S LOCAL #238

By: 
Matt Dalbey, Mayor Pro Tem

By: 
Rod Walton, Business Representative

Date: 2.4.2020

Date: 1/29/2020

By: 
Gail Roberts, Employee Representative

Date: 1.31.2020

ATTEST:


Christina Reinhard, City Clerk

Date: 2.4.2020



ARTICLE 24
AMENDMENT.

This Agreement may be amended upon mutual agreement of the parties hereto and as permitted by law. Appropriate amendment shall be executed by the parties of this Agreement upon appropriate resolution of the Employer and ratification of the Union.

ARTICLE 25
SAVINGS CLAUSE.

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

CITY OF OTTUMWA

OTTUMWA MUNICIPAL EMPLOYEES UNION
TEAMSTER'S LOCAL #238

By: _____
Matt Dalbey, Mayor Pro Tem

By: _____
Rod Walton, Business Representative

Date: _____

Date: _____

By: _____
Gail Roberts, Employee Representative

Date: _____

ATTEST:

Christina Reinhard, City Clerk

Date: _____

EXHIBIT A

**July 1, 2020 – June 30, 2021
Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$12.90	\$13.17	\$13.44	\$13.97	\$14.54	\$15.11
Clerk	\$16.64	\$17.28	\$18.01	\$18.73	\$19.10	\$20.04
Accounting Clerk II	\$17.57	\$18.30	\$19.02	\$19.79	\$20.19	\$21.19
Accounting Clerk	\$17.05	\$17.76	\$18.45	\$19.21	\$19.59	\$20.57
Payroll Clerk	\$17.05	\$17.76	\$18.45	\$19.21	\$19.59	\$20.57
Housing Technician	\$18.89	\$19.05	\$19.62	\$20.42	\$21.27	\$22.09
Building Inspector	\$24.16	\$24.68	\$25.21	\$26.18	\$27.25	\$28.32
Environmental Health Specialist	\$19.50	\$19.62	\$20.27	\$21.06	\$21.95	\$23.21
Gatekeeper	\$14.89	\$15.36	\$15.86	\$16.26	\$16.65	\$17.06
Housing & Code Enforcement Insp.	\$17.84	\$18.20	\$18.56	\$19.31	\$20.06	\$20.88
Beach Concessions Manager	\$13.28	\$13.70	\$14.09	\$14.52	\$14.96	\$15.41

The Employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual date, which could be on, before, or after the actual date.

**July 1, 2021 – June 30, 2022
Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$13.16	\$13.43	\$13.71	\$14.25	\$14.83	\$15.41
Clerk	\$16.97	\$17.63	\$18.37	\$19.10	\$19.48	\$20.44
Accounting Clerk II	\$17.92	\$18.67	\$19.40	\$20.19	\$20.59	\$21.61
Accounting Clerk	\$17.39	\$18.12	\$18.82	\$19.59	\$19.98	\$20.98
Payroll Clerk	\$17.39	\$18.12	\$18.82	\$19.59	\$19.98	\$20.98
Housing Technician	\$19.27	\$19.43	\$20.01	\$20.83	\$21.70	\$22.53
Building Inspector	\$24.64	\$25.17	\$25.71	\$26.70	\$27.80	\$28.89
Environmental Health Specialist	\$19.89	\$20.01	\$20.68	\$21.48	\$22.39	\$23.67
Gatekeeper	\$15.19	\$15.67	\$16.18	\$16.59	\$16.98	\$17.40
Housing & Code Enforcement Insp.	\$18.20	\$18.56	\$18.93	\$19.70	\$20.46	\$21.30
Beach Concessions Manager	\$13.55	\$13.97	\$14.37	\$14.81	\$15.26	\$15.72

The Employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual date, which could be on, before, or after the actual date.

**July 1, 2022 – June 30, 2023
Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$13.42	\$13.70	\$13.98	\$14.54	\$15.13	\$15.72
Clerk	\$17.31	\$17.98	\$18.74	\$19.48	\$19.87	\$20.85
Accounting Clerk II	\$18.28	\$19.04	\$19.79	\$20.59	\$21.00	\$22.04
Accounting Clerk	\$17.74	\$18.48	\$19.20	\$19.98	\$20.38	\$21.40
Payroll Clerk	\$17.74	\$18.48	\$19.20	\$19.98	\$20.38	\$21.40
Housing Technician	\$19.66	\$19.82	\$20.41	\$21.25	\$22.13	\$22.98
Building Inspector	\$25.13	\$25.67	\$26.22	\$27.23	\$28.36	\$29.47
Environmental Health Specialist	\$20.29	\$20.41	\$21.09	\$21.91	\$22.84	\$24.14
Gatekeeper	\$15.49	\$15.98	\$16.50	\$16.92	\$17.32	\$17.75
Housing & Code Enforcement Insp.	\$18.56	\$18.93	\$19.31	\$20.09	\$20.87	\$21.73
Beach Concessions Manager	\$13.82	\$14.25	\$14.66	\$15.11	\$15.57	\$16.03

The Employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual date, which could be on, before, or after the actual date.

**July 1, 2023 – June 30, 2024
Wage Schedule**

	Hire	6 months	12 months	2 years	3 years	4 years
Parking Meter Attendant	\$13.69	\$13.97	\$14.26	\$14.83	\$15.43	\$16.03
Clerk	\$17.66	\$18.34	\$19.11	\$19.87	\$20.27	\$21.27
Accounting Clerk II	\$18.65	\$19.42	\$20.19	\$21.00	\$21.42	\$22.48
Accounting Clerk	\$18.09	\$18.85	\$19.58	\$20.38	\$20.79	\$21.83
Payroll Clerk	\$18.09	\$18.85	\$19.58	\$20.38	\$20.79	\$21.83
Housing Technician	\$20.05	\$20.22	\$20.82	\$21.68	\$22.57	\$23.44
Building Inspector	\$25.63	\$26.18	\$26.74	\$27.77	\$28.93	\$30.06
Environmental Health Specialist	\$20.70	\$20.82	\$21.51	\$22.35	\$23.30	\$24.62
Gatekeeper	\$15.80	\$16.30	\$16.83	\$17.26	\$17.67	\$18.11
Housing & Code Enforcement Insp.	\$18.93	\$19.31	\$19.70	\$20.49	\$21.29	\$22.16
Beach Concessions Manager	\$14.10	\$14.54	\$14.95	\$15.41	\$15.88	\$16.35

The Employer may pay up to 3% more than the above salaries to employees who become certified in areas not required by their position but which are of benefit to the City.

Raises and payroll and benefit adjustments will be effective at the start of the pay period closest to the actual date, which could be on, before, or after the actual date.

FILED
2020 JAN 29 10:15 AM
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan KCF
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 7 - 2020, a resolution accepting the bid and approving the sale of 102 N. Ransom to Garret Crosby for the sum of \$10,500.00

 ****Public hearing required if this box is checked.**** ***The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.***

RECOMMENDATION: Pass and adopt Resolution No. 7 - 2020

DISCUSSION: The City accepted bids on this property until 2:00 PM January 28, 2020. Six bids were received and the best bid was from Garret Crosby in the amount of \$10,500.00. A bid tab is attached.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 7 - 2020

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 102 N. RANSOM TO GARRET CROSBY FOR THE SUM OF \$10,500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 51 in Block 6 in R. S. Smith's Third Addition to Pickwick, now in the City of Ottumwa, Iowa also known as 102 N. Ransom; and

WHEREAS, pursuant to Resolution No. 6 - 2020 approved, passed and adopted January 7, 2020 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received six bids; and

WHEREAS, Garret Crosby submitted the best bid in the amount of \$10,500.00; and

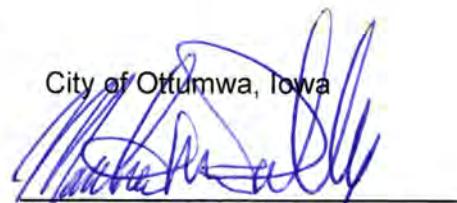
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Garret Crosby, in the amount of \$10,500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 4th day of February 2020.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

102 N. Ransom Street

Bidder

Bid

Garret Crosby	\$10,500.00
Dan Oldfield	\$8,100.00
Justin Sauer	\$7,555.00
Ramon Lopez Carrillo	\$6,100.00
Donald Brown	\$1,000.00
TWM	\$800.00

**PURCHASE AGREEMENT BID FORM
FOR
102 N. RANSOM, OTTUMWA, IOWA**

This proposal is for a City owned property located at **102 N. Ransom, Ottumwa, Iowa** legally known as **Lot 51 in Block 6 in R. S. Smith's Third Addition to Pickwick, now in the City of Ottumwa, Wapello County, Iowa (102 N. Ransom).**

The property is located in an R-4 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

It is understood that the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 10500

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

GARRET CROSBY

641.931.0353

NAME OF BIDDER (PRINTED)

TELEPHONE NUMBER

6408 CEMETERY RD

OTTUMWA, IA 52501



MAILING ADDRESS

SIGNATURE

01/28/2026

veteran construction 7.62@gmail.com

DATE

EMAIL ADDRESS

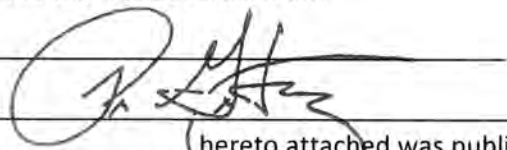
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

102 N. RANSOM

CITY OF OTTUMWA



hereto attached was published in said

newspaper for 1 consecutive weeks to-wit: 1/24/20 Subscribed and sworn to before me,
and in my presence, by the said 24TH day of JANUARY, 2020



Notary Public

In and for Wapello County

Printer's fee \$11.29

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the
City Council of the City of
Ottumwa, Iowa, will hold a pub-
lic hearing Tuesday, February 4,
2020 at 5:30 P.M. in City Hall in
the City of Ottumwa, Iowa on its
intent to dispose of real property
legally described as Lot 51 in
Block 6 in R. S. Smith's Third
Addition to Pickwick, now in the
City of Ottumwa, Iowa also
known as 102 N. Ransom to the
successful bidder by quit claim
deed, with no abstract and the
buyer paying all costs of con-
veyance. All persons interested
in the intent to dispose of said
property are invited to be pre-
sent at the above time and place
on the date mentioned to pre-
sent their objections to, or argu-
ments for the intent to dispose
of said property. FOR THE CITY
OF OTTUMWA: Christina
Reinhard, City Clerk

PH Notice
Disposal 102 N. Ransom

FILED
2020 JAN 21 AM 8:53
CITY OF OTTUMWA
City of Ottumwa
Staff Summary

Council Meeting of: February 4, 2020

Item No. 14-2020

Finance Department
Department

Kala Mulder
Prepared By
K Mulder
Dept. Head

Tom Lysia
Interm City Administrator

Agenda Title: Public Hearing resolution for approving FY21 Maximum Property Tax Dollars.

.....

Purpose: The City Council is required to hold a public hearing to adopt the fiscal year maximum property tax dollars before adopting the City Budget.

Recommendation: Open Public Hearing
Presentation by City Staff
Call for written and oral objections.
Close public hearing.

Discussion: Resolution No. 14-2020 – Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget. The rate of \$19.37429 is the maximum levy for affected property taxes for the City of Ottumwa. This rate does not include levies for Debt Service of 3.55858, Support Public Library of .27000 or SSMIDs of 1.00009, 2.0003 and 3.00024 for total Property Taxes levied as \$23.13788. We hope to be lower than this rate when certifying the budget.

RESOLUTION NO. Resolution No. 14-2020

A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2021.

WHEREAS, the City Council of the City of Ottumwa have considered the proposed FY21 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on January 21, 2020,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa that the maximum property tax dollars for the affected tax levies for FY21 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$19.37429

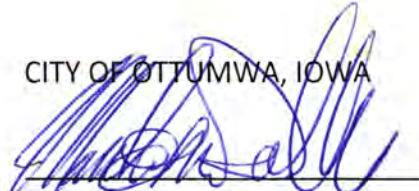
The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY21 represents/does not represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY21.

APPROVED, PASSED, AND ADOPTED this 4th day of February, 2020.

AYES: Roe, Stevens, Meyers, Berg, Dalbey

NAYS: None

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor pro tem

ATTEST:



Christina Reinhard, City Clerk

Christina Reinhard, City Clerk

CITY NAME OTTUMWA	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 90-868
-----------------------------	----------------------------------------------------------------------------------------------------------------	----------------------------

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/4/2019	Meeting Time: 5:30pm	Meeting Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA IOWA
----------------------------------	--------------------------------	--------------------------------------------------------------------------

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): CITYOFOTTUMWA.COM		City Telephone Number: 641.683.0600		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 613,484,444	613,813,137	613,813,137	
Tax Levies:				
Regular General	2 \$4,969,224	\$4,969,224	\$4,971,886	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$496,922	\$496,922	\$497,188	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$82,820	\$82,820	\$82,865	
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$349,686	\$349,686	\$349,873	
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$128,832	\$128,832	\$128,901	
Police & Fire Retirement	11 \$1,175,948	\$1,175,948	\$1,248,390	
FICA & IPERS	12 \$805,137	\$805,137	\$857,985	
Other Employee Benefits	13 \$3,727,829	\$3,727,829	\$3,755,108	
*Total 384.15A Maximum Tax Levy	14 \$11,736,398	\$11,736,398	\$11,892,196	1.33%
Calculated 384.15A Maximum Tax Rate	15 \$19.13072	\$19.12047	\$19.37429	

Explanation of significant increases in the budget:

Increase in employee benefit costs. Increase in Debt Service Levy

If applicable, the above notice also available online at:

cityofottumwa.com

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

90-868

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

Resolution No.: _____

The City of: OTTUMWA

County Name: WAPELLO

Date Budget Adopted: _____

(Enter month)

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.

Telephone Number

Signature

County Auditor Date Stamp

January 1, 2019 Property Valuations

	With Gas & Electric	Without Gas & Electric	Last Official Census
Regular	2a <u>613,813,137</u>	2b <u>595,773,936</u>	25,023
DEBT SERVICE	3a <u>624,047,660</u>	3b <u>606,008,459</u>	
Ag Land	4a <u>958,220</u>		

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	(A) Request with Utility Replacement	(B) Property Taxes Levied	(C) Rate
384.1	8.10000	Regular General levy	5 <u>4,971,886</u>	<u>4,825,769</u>	43 <u>8.10000</u>
(384)		Non-Voted Other Permissible Levies			
12(8)	0.67500	Contract for use of Bridge	6 _____	<u>0</u>	44 <u>0</u>
12(10)	0.95000	Opr & Maint publicly owned Transit	7 <u>457,290</u>	<u>443,852</u>	45 <u>0.74500</u>
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8 _____	<u>0</u>	46 <u>0</u>
12(12)	0.13500	Opr & Maint of City owned Civic Center	9 <u>82,865</u>	<u>80,429</u>	47 <u>0.13500</u>
12(13)	0.06750	Planning a Sanitary Disposal Project	10 _____	<u>0</u>	48 <u>0</u>
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11 _____	<u>0</u>	49 <u>0</u>
12(15)	0.06750	Levee Impr. fund in special charter city	13 _____	<u>0</u>	51 <u>0</u>
12(17)	Amt Nec	Liability, property & self insurance costs	14 <u>349,873</u>	<u>339,591</u>	52 <u>0.57000</u>
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462 _____	<u>0</u>	465 <u>0</u>
(384)		Voted Other Permissible Levies			
12(1)	0.13500	Instrumental/Vocal Music Groups	15 _____	<u>0</u>	53 <u>0</u>
12(2)	0.81000	Memorial Building	16 _____	<u>0</u>	54 <u>0</u>
12(3)	0.13500	Symphony Orchestra	17 _____	<u>0</u>	55 <u>0</u>
12(4)	0.27000	Cultural & Scientific Facilities	18 _____	<u>0</u>	56 <u>0</u>
12(5)	As Voted	County Bridge	19 _____	<u>0</u>	57 <u>0</u>
12(6)	1.35000	Missi or Missouri River Bridge Const.	20 _____	<u>0</u>	58 <u>0</u>
12(9)	0.03375	Aid to a Transit Company	21 _____	<u>0</u>	59 <u>0</u>
12(16)	0.20500	Maintain Institution received by gift/devise	22 _____	<u>0</u>	60 <u>0</u>
12(18)	1.00000	City Emergency Medical District	463 _____	<u>0</u>	466 <u>0</u>
12(20)	0.27000	Support Public Library	23 <u>165,730</u>	<u>160,859</u>	61 <u>0.27000</u>
28E.22	1.50000	Unified Law Enforcement	24 _____	<u>0</u>	62 <u>0</u>
Total General Fund Regular Levies (5 thru 24)			25 <u>6,027,644</u>	<u>5,850,500</u>	
384.1	3.00375	Ag Land	26 <u>2,878</u>	<u>2,878</u>	63 <u>3.00375</u>
Total General Fund Tax Levies (25 + 26)			27 <u>6,030,522</u>	<u>5,853,378</u>	Do Not Add
Special Revenue Levies					
384.8	0.27000	Emergency (if general fund at levy limit)	28 <u>128,901</u>	<u>125,113</u>	64 <u>0.21000</u>
384.6	Amt Nec	Police & Fire Retirement	29 <u>1,248,390</u>	<u>1,211,703</u>	<u>2.03383</u>
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30 <u>857,985</u>	<u>832,773</u>	<u>1.39780</u>
Rules	Amt Nec	Other Employee Benefits	31 <u>3,755,108</u>	<u>3,644,748</u>	<u>6.11767</u>
Total Employee Benefit Levies (29,30,31)			32 <u>5,861,483</u>	<u>5,689,224</u>	65 <u>9.54930</u>
Sub Total Special Revenue Levies (28+32)			33 <u>5,990,384</u>	<u>5,814,337</u>	
Valuation					
386	As Req				
		<u>With Gas & Elec</u>	<u>Without Gas & Elec</u>		
SSMID 1	(A)	<u>3,583,673</u>	<u>3,583,673</u>	34 <u>3,584</u>	66 <u>1.00009</u>
SSMID 2	(A)	<u>6,006,414</u>	<u>6,006,414</u>	35 <u>12,013</u>	67 <u>2.00003</u>
SSMID 3	(A)	<u>3,530,723</u>	<u>3,530,723</u>	36 <u>10,593</u>	68 <u>3.00024</u>
SSMID 4	(A)	_____	_____	37 _____	69 <u>0</u>
SSMID 5	(A)	_____	_____	555 _____	565 <u>0</u>
SSMID 6	(A)	_____	_____	556 _____	566 <u>0</u>
SSMID 7	(A)	_____	_____	1177 _____	### <u>0</u>
SSMID 8	(A)	_____	_____	1185 _____	### <u>0</u>
Total Special Revenue Levies			38 <u>6,016,574</u>	<u>5,840,527</u>	
384.4	Amt Nec	Debt Service Levy 76.10(6)	40 <u>2,220,725</u>	40 <u>2,156,530</u>	70 <u>3.55858</u>
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41 _____	41 <u>0</u>	71 <u>0</u>
Total Property Taxes (27+39+40+41)			42 <u>14,267,821</u>	42 <u>13,850,435</u>	72 <u>23.13788</u>

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.

- _____ 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- _____ 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- _____ 3) Adopted property taxes do not exceed published or posted amounts.
- _____ 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- _____ 5) Number of the resolution adopting the budget has been included at the top of this form.
- _____ 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- _____ 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

PROOF OF PUBLICATION

STATE OF IOWA
 WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

MAX LEVY _____

CITY OF OTTUMWA _____

newspaper for 1 consecutive weeks to-wit: 1/23/20 Subscribed and sworn to before me, and in my presence, by the said 23RD day of JANUARY, 2020



Notary Public
 In and for Wapello County

Printer's fee \$97.82

COPY OF ADVERTISEMENT

CITY NAME OTTUMWA	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 90-868
-----------------------------	---------------------------------------------------------------------------------------------------------	----------------------------

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/4/2019	Meeting Time: 5:30pm	Meeting Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA IOWA
----------------------------------	--------------------------------	--------------------------------------------------------------------------

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): CITYOFOTTUMWA.COM	City Telephone Number: 641.683.0600
-----------------------------------------------------------	-----------------------------------------------

Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 613,484,444	613,813,137	613,813,137	
Tax Levies:				
Regular General	2 \$4,969,224	\$4,969,224	\$4,971,886	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$496,922	\$496,922	\$497,188	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$82,820	\$82,820	\$82,865	
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$349,686	\$349,686	\$349,873	
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$128,832	\$128,832	\$128,901	
Police & Fire Retirement	11 \$1,175,948	\$1,175,948	\$1,248,390	
FICA & IPERS	12 \$805,137	\$805,137	\$857,985	
Other Employee Benefits	13 \$3,727,829	\$3,727,829	\$3,755,108	
*Total 384.15A Maximum Tax Levy	14 \$11,736,398	\$11,736,398	\$11,892,196	1.33%
Calculated 384.15A Maximum Tax Rate	15 \$19.13072	\$19.12047	\$19.37429	

Explanation of significant increases in the budget:
 Increase in employee benefit costs. Increase in Debt Service Levy

If applicable, the above notice also available online at:
 cityofottumwa.com

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy
 **Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Finance - Notice of PH - to approve Max Levy

FILE
CITY OF OTTUMWA
2020 JAN 30 PM 12:10
Staff Summary
**** ACTION ITEM ****

Council Meeting of: February 4, 2020

Engineering
Department

Alicia Bankson
Prepared By
Amy Sead

Department Head

Tom Seitz

City Administrator Approval

AGENDA TITLE: Resolution #20-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Ottumwa Street Reconstruction Project.

**Public hearing required if this box is checked. **

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #20-2020.

DISCUSSION: This project consists of 430' of Full Depth, Full Width, PCC Reconstruction including water main replacement and relocation. The project includes the installation of four intakes and a separate storm line that will connect into the Phase IV sewer project. This section of Ottumwa Street is the primary access to the Washington Apartment Complex.

The developer for Washington Apartments (TWG Development) has contributed \$45,000 for reconstruction. Ottumwa Water Works will reimburse the City for the cost of water main installation.

Project balance will be funded from ESRP balance.

Bids will be received and opened by the City of Ottumwa on February 25, 2020. The bid report and bid award recommendation will be presented at the City Council meeting on March 3, 2020. Construction on this project is expected to commence on early spring, 2020 and has 35 working days.

Budgeted CIP	\$154,000
TWG Development	\$ 45,000 received
	\$199,000
Engineer's Opinion of Cost:	\$223,600 Street
OWW	\$ 68,500 Water main
Total	\$276,619

Source of Funds: CIP/ESRP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #20-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED COST FOR THE
OTTUMWA STREET RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 4th day of February 2020.

CITY OF OTTUMWA, IOWA




Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



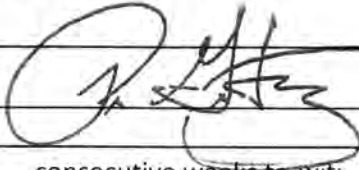
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

OTTUMWA STREET RECONSTRUCTION PROJECT

CITY OF OTTUMWA – ENGINEERING DEPARTMENT



hereto attached was published in said newspaper for 1 consecutive weeks to-wit: 1/17/20

Subscribed and sworn to before me, and in my presence, by the said 17TH day of JANUARY, 2020



Notary Public

In and for Wapello County

Printer's fee \$20.70

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Ottumwa Street Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 4th day of February, 2020, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: 430' of Full Depth, Full Width, PCC Reconstruction with water main and storm sewer improvements in the 500 Block of Ottumwa Street. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Matt Dalbey, Mayor Pro Tem ATTEST: Christina Reinhard, City Clerk

PH
Approve P/S - Ottumwa
Street Reconstruction

1/17/2020

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Ottumwa Street Reconstruction Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 4th day of February, 2020, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: 430' of Full Depth, Full Width, PCC Reconstruction with water main and storm sewer improvements in the 500 Block of Ottumwa Street. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Matt Dalbey, Mayor Pro Tem ATTEST: Christina Reinhard, City Clerk

FILE
CITY OF OTTUMWA
2020 JAN 30 PM 12:10
Staff Summary
OTTE
** ACTION ITEM **

Council Meeting of: February 4, 2020

Engineering
Department

Alicia Bankson
Prepared By
Alicia Bankson

Department Head

Tom X. Legio

City Administrator Approval

AGENDA TITLE: Resolution #16-2020. Authorizing the Mayor Pro Tem to execute an Agreement with the Iowa DOT to Maintain the Milner Street Multi-Use Trail.

**Public hearing required if this box is checked. **

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #16-2020.

DISCUSSION: The City in conjunction with Wapello County Trails was successful in securing a TAP grant to install a multi-use trail/safe route to school on Milner Street from Mary Street north to Richmond Avenue. This corridor has been identified as a connector route in the Ottumwa Bicycle and Pedestrian Plan to help connect the school systems and southern residential areas to the Greater Ottumwa Park system. The proposal includes the installation of an 8' wide x 4,150' long multi use PCC trail/sidewalk. The trail would be designed to current design standards meeting all ADA requirements. As a designated trail the City would be responsible for snow removal.

This project will be let separately from the Milner Street Project and by design follow the street construction. During the street project the grade and HC drops will be installed to allow the trail construction.

This agreement outlines funding match requirements 80/20, design standard requirements and maintenance obligations requirements. As is standard with these types of agreements the city is required to maintain the improvement for a twenty year period from date of completion.

The project construction is estimated at \$377,169.

Local Match of 20% will be provided by Wapello County Trails group.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Funding: \$301,735 TAP
Match \$ 75,434 Wapello County Trails

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #16-2020

A RESOLUTION APPROVING THE MAYOR PRO TEM TO EXECUTE
AN AGREEMENT FOR THE MILNER STREET MULTI-USE TRAIL

WHEREAS, The City Applied for and received an Iowa DOT Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) Project.

WHEREAS, The Iowa DOT Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) Project agreement is an 80/20 grant program authorized up to 80% not to exceed \$301,735.

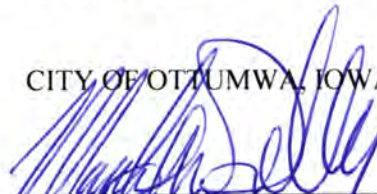
WHEREAS, The Wapello County trails has committed \$75,434.

WHEREAS, In the Iowa DOT Federal-Aid Agreement for Iowa's Transportation Alternatives Program (Iowa's TAP) Project, Page 3, Item 11, the Agreement states "The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department."

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Iowa DOT for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 4th day of February 2020.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project**

Subrecipient: **City of Ottumwa**

Subrecipient DUNS Number: **017630067**

Project Number(s): **TAP-U-5825(648)--8I-90**

Iowa DOT Agreement Number: **20-TAP-124**

This agreement, made as of the date of the last party's signature below, is between the City of Ottumwa (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Stacy Lentsch, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1686. The Subrecipient's contact person shall be Larry Seals, Public Works Director, 105 E Third St, Ottumwa, Iowa 52501, 641-683-0680.
3. The Subrecipient shall be responsible for the development and completion of the following described project:

Milner Neighborhood Trail: trail along Milner St from Mary St to Richmond Ave
4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs

(other than those reimbursed with other federal funds) or the amount listed (\$301,735) in the Area 15 Regional Planning Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.


5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
6. The Subrecipient must have let the contract or have construction started within two years of October 1, 2019. If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
7. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.
8. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
9. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.

10. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
11. The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.
12. This agreement is not assignable without the prior written consent of the Department.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
16. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

September 2018

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

SUBRECIPIENT: City of Ottumwa

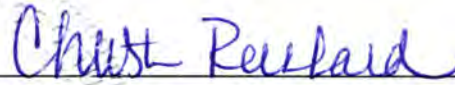
By:  Date February 4, 2020
Title: Mayor Pro Tem

CERTIFICATION:

I, Christina Reinhard, certify that I am the Clerk of the city, and that
(Name of City Clerk)

Matt Dalbey, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the 4 day of February, 2020.

Signed: 
City Clerk of Ottumwa, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____
Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Subrecipient shall be responsible for the following:

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Subrecipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Subrecipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Subrecipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Subrecipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the Subrecipient shall make such facilities compliant with the ADA and Section 504 following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the Subrecipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 2 CFR 200.501 "Audit Requirements", a non-federal entity expending \$750,000 or more in federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation

Improvement Program (TIP). The Subrecipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, federal funds cannot be authorized.

- b. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- e. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.
- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.

- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The Subrecipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Subrecipient shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150, Iowa DNR Floodplain Permits

and Regulations; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.

- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Subrecipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured

through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.
- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special

assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:

- i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of federal funds shall be made only after the Department accepts the project as complete.
- d. The Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the federal government. Copies of these materials shall be furnished by the Subrecipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Subrecipient of the record retention date.
- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

FILED
2020 JAN 30 PM 12:10
City of Ottumwa

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 4, 2020

Engineering Department
Department

Alicia Bankson
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom Lajoie
City Administrator Approval

AGENDA TITLE: Resolution #21-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #2 Benton Brick Sewer Repair.

Public hearing required if this box is checked.

The Proof of Publication for each Public Hearing must be attached to this Staff Summary. If the Proof of Publication is not attached, the item will not be placed on the agenda.

RECOMMENDATION: Pass and adopt Resolution #21-2020.

DISCUSSION: There were 4 repairs to be made under this contract. One large void existed in the floor of the main brick tear drop sewer under Benton Street. One large void existed where an intersecting brick sewer met with the main brick sewer on Benton. Two smaller voids required repairs and were in the walls of the main tear drop sewer. All repairs were made with Super M-4 concrete.

Change Order #1 increased the contract amount by \$944.00 for additional repairs bringing the total contract amount to \$8,930.00.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 7,986.00
Change Order #1	\$ 944.00
New Contract Sum	\$ 8,930.00
Less Previous Payments	\$ 7,586.70
Final Amount Due	\$ 1,343.30

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #21-2020
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2019 RFP #2 BENTON BRICK SEWER REPAIR

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 5, 2019 with Christy Construction of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increased the contract amount by \$944.00. The total new contract sum is \$8,930.00. The project is now completed in accordance with the contract.



NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The 2019 RFP #2 Benton Brick Sewer Repair is hereby accepted as complete, and authorization to make final payment to Christy Construction of Ottumwa, Iowa in the amount of \$1,343.30 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 4th day of February, 2020.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2019 RFP #2 Benton Street Sewer Repair

To Contractor: Christy Construction Co.

Change Order Number: 1

The Contract is changed as follows:
Additional Repairs

15-Jan-20
\$944.00
<u>0.00</u>
<u>0.00</u>
<u>0.00</u>
<u>0.00</u>
<u>0.00</u>
<u>0.00</u>
<u>0.00</u>
Total: \$944.00

Base bid amount \$7,986.00

NEW PROJECT TOTAL \$8,930.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$7,986.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$7,986.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$944.00</u>
The new Contract Sum including this change order	<u>\$8,930.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

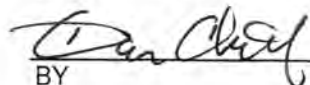


ENGINEER/
DIRECTOR OF PUBLIC WORKS

1-28-20
DATE

Christy Construction Co.
CONTRACTOR

1-17-2020
DATE


BY

owner
TITLE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFP #2 Benton Street Sewer Repair PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Christy Construction Co.

PAY PERIOD: 15-Jan-20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$7,986.00</u>
2. Net change by Change Orders	<u>\$944.00</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$8,930.00</u>
4. Total Completed and Stored to Date	<u>\$8,930.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$8,930.00</u>
7. Less Previous Payments	<u>\$7,586.70</u>
8. Current Payment Due	<u>\$1,343.30</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Christy Construction

DATE: 1-17-2020

BY: [Signature]

TITLE: Owner

Darryl Seals 1-28-2020

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$1,343.30

DATE: 1-28-20

ENGINEER/DIRECTOR OF PUBLIC WORKS

FUND	PROGRAM ACTIVITY	OBJECT	AMOUNT

2019 RFP #2 Benton Street Sewer Repair

ITEM	1/15/2020	DESCRIPTION	UNIT	Christy Construction Co. QTY	PRICE	EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
1		BRICK SEWER REPAIRS	LS	1	\$7,986.00	\$7,986.00	1	\$7,986.00	\$0.00	100.00%
						TOTAL		\$7,986.00		
						ASBUILT TOTAL		\$7,986.00	\$0.00	

City of Ottumwa

Staff Summary

FILED

2020 JAN 30 AM 10:43

Council Meeting of: February 4, 2020

Item No. 23-2020

CITY OF OTTUMWA

Kala Mulder

Prepared By

Kala Mulder

Dept. Head

Finance Department

Department

Tom Lopez

Interim City Administrator

Agenda Title: Resolution No. 23-2020 Authorizing the City to Enter into a Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. for the Proposed Issuance of bonds, notes, or other obligations and Authorize the Director of Finance to Sign Same.

Purpose: Enter into a Bond and Disclosure Counsel Engagement Agreement with Ahlers & Cooney, P.C. for the Proposed Issuance of bonds, notes or other obligations and Authorize the Director of Finance to Sign Same.

Recommendation: Approve Resolution No. 23-2020.

Discussion: As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel is engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Notes and its compliance with Rule 10(b)-5 and 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. As disclosure counsel, we will examine applicable law, participate in the drafting of all required disclosure documents; review such other financing documents of the Issuer and undertake such additional duties as we deem necessary to render such opinion.

RESOLUTION NO. 23-2020

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A BOND AND DISCLOSURE COUNSEL ENGAGEMENT AGREEMENT WITH AHLERS & COONEY, P.C. FOR THE PROPOSED ISSUANCE OF BONDS, NOTES, OR OTHER OBLIGATIONS AND AUTHORIZE THE DIRECTOR OF FINANCE TO SIGN SAME

WHEREAS, the City Council of Ottumwa, Iowa is preparing the annual budget for the Fiscal Year 2020-2021; and

WHEREAS, the City of Ottumwa Finance Department has consulted with Ahlers & Cooney, P.C., to act as Bond Counsel; and

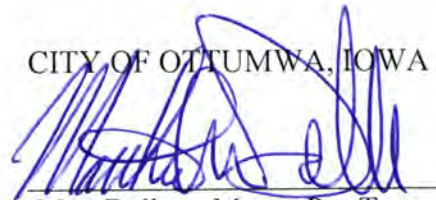
WHEREAS, the purpose of this Engagement Agreement is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Ottumwa, Iowa in connection with the issuance of bonds, notes, or other obligations; and

WHEREAS, the purpose of this Engagement Agreement is to set forth the role proposed by Ahlers & Cooney, P.C. to serve and responsibilities as disclosure counsel to the City of Ottumwa in connection with the issuance of notes. This Agreement relates to the agreed-upon scope of disclosure counsel services described herein; and

NOW, THEREFORE, BE IT RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor Pro Tem and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 4th day of February, 2020.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk





Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

January 27, 2020

Mayor and City Council
C/O Kala Mulder
Finance Director
105 East 3rd Street
Ottumwa, Iowa 52501-2904

RE: Bond Counsel Engagement Agreement

Dear Mayor and Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Ottumwa, Iowa (the "Issuer") in connection with the issuance of bonds, notes, or other obligations ("Bonds"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, the undersigned will be primarily responsible for the bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal and state of Iowa, if applicable, income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, including election proceedings, if necessary, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Note issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering

Documents”) to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, the Bond Opinion and the Issuer’s Continuing Disclosure Certificate, if applicable.

- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Prepare the notice of sale relating to the competitive sale of Bonds.
- (7) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (8) File an appropriate Form 8038 with the IRS after Closing.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”) and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties under this engagement are limited to those expressly set forth above. This Engagement Agreement (and any fee estimate provided for a series of Bonds hereunder) do not include the following services, or any other matter not required to render our Bond Opinion:

- (a) Except as described in paragraph (4) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- (c) Drafting state constitutional or legislative amendments.
- (d) Pursuing test cases or other litigation, such as contested validation proceedings.

- (e) Except as described in paragraph (7) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer's continued compliance with the undertaking.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written Engagement Agreement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement and upon notification that bond counsel services are requested of us hereunder, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of each series of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in Bond transactions. We further assume that all parties understand that in we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Engagement Agreement with respect to a series of Bonds will be concluded upon issuance of

such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and, if requested by the Issuer, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

We will charge a flat fee for services rendered under this Agreement for each series of Bonds for which we give a Bond Opinion based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We will communicate our anticipated fee to the Issuer's finance team, including your Municipal Advisor, as applicable, for purposes of sizing each new Note issue. It is anticipated that our fee will be capitalized in the Note issue unless you direct otherwise. It is understood that the City Finance Director is delegated authority to approve our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you as soon as possible. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we advised the City of our fee estimate; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to

provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500 (per issue). We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing for each Bond issue. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$265. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$210, and work by legal assistants will be billed at \$120. The hourly rates reflected herein are as of 1/1/2020 and are subject to our periodic review and adjustment – typically annually.

RECORDS

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors.

January 27, 2020

Page 6

By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

[This space intentionally left blank – approval to follow]

January 27, 2020

Page 7

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding please obtain necessary approvals, execute, date and return to me an executed copy of this letter. Please retain also an original for the Issuer's file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Accepted by:

City of Ottumwa, Iowa*

By _____ Date: _____

*Approved by action of the governing body on February 4, 2020.

01674027-1\10981-142



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

January 27, 2020

Mayor and City Council
C/O Kala Mulder
Finance Director
105 East 3rd Street
Ottumwa, Iowa 52501-2904

RE: DISCLOSURE COUNSEL ENGAGEMENT AGREEMENT
Proposed issuance of General Obligation Capital Loan Notes

Dear Mayor and Council:

The purpose of this Engagement Agreement (the "Agreement") is to set forth the role we propose to serve and responsibilities we propose to assume as disclosure counsel to the City of Ottumwa (the "Issuer") in connection with Issuer's issuance of notes (the "Notes"). We understand the Notes are being issued for the purpose of paying the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; and (3) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013, and will be secured by the debt service levy. We further understand that the final sizing of the issue has not yet been completed, but it is anticipated that the Notes will be sold in a negotiated sale with Piper Sandler. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Notes, this Agreement relates to the agreed-upon scope of disclosure counsel services described herein.

SCOPE OF REPRESENTATION

Disclosure Counsel is engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose

primary responsibility will be to render objective written advice with respect to the Issuer's issuance of Notes and its compliance with Rule 10(b)-5 and 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. As disclosure counsel, we will examine applicable law, participate in the drafting of all required disclosure documents; review such other financing documents of the Issuer and undertake such additional duties as we deem necessary to render such opinion. The above-described services specifically include, but are not limited to, the following:

1. Consult with Issuer Officials, Staff, and Issuer counsel concerning disclosure requirements, questions and issues relating to the initial issuance of Notes and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Notes.
3. Participate in the drafting of Issuer's Purchase Agreement for the negotiated sale of Notes.
4. Participate in the drafting of Issuer's public sale solicitation documents for competitive sale of Notes.
5. Participate in the drafting of the Issuer's preliminary and final official statements in connection with the offering of Notes.
6. Coordinate with the printing and delivery of the preliminary and final official statements.
7. Review all Bond documents prepared in connection with the issuance of Notes to the extent such documents involve or affect disclosure matters.
8. Provide written advice to the Issuer at the time the Notes are issued as described herein.
9. Consult with Issuer officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the Issuer and the underwriter that will include, without limitation, substantially all the following:

- a. While we are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement, on the basis of the information which was developed in the course of the performance of the services referred to above, without having undertaken to verify independently such accuracy, completeness or fairness, nothing has come to our attention which would lead us to believe that the Official Statement (excluding the financial and demographic information, and engineering and statistical data contained or incorporated by reference therein or attached thereto, CUSIP numbers, information relating to The Depository Trust Company and its book entry only system, information relating to the Issuer's compliance with its previous disclosure undertakings, if any, and the Appendices to the Official Statement, to which we do not express any advice or belief), contained as of the date thereof any untrue statement of material fact or omitted as of the date thereof to state any material fact necessary in order to

make the statements made therein, in light of the circumstances under which they were made, not misleading.

Our written advice will be dated, executed and delivered by us on the date the Notes are exchanged for their purchase price (the "Closing") and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Notes. Separately, Issuer may retain us for advice and guidance concerning specific legal questions that may arise after the Closing with respect to disclosure issuers or questions that relate to the Notes, including without limitation, questions concerning compliance with the Issuer's disclosure obligations under the Notes and any actions necessary to assure that the Issuer performs its continuing disclosure responsibilities with respect to the Notes. The terms of such representation shall be separate from the scope of this Agreement.

In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

ATTORNEY-CLIENT RELATIONSHIP

In performing our services as disclosure counsel, we will serve as special counsel to the Issuer and will represent its interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in the transaction. Our representation of the Issuer does not alter our responsibility to render objection advice as disclosure counsel. It does mean that we will not undertake a representation with conflicts with such representation of the Issuer, without the Issuer's prior, written, informed consent. Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Notes.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Notes so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the

point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

We will charge a flat fee for our services as disclosure counsel, based upon (a) our understanding of the terms, structure, size, method of sale, and schedule of each financing, (b) the duties we will undertake for the Notes pursuant to this Agreement, (c) the time we anticipate devoting to each financing, and (d) the responsibilities we assume hereunder. It is anticipated that our fee will be capitalized into the Note issue. It is understood that the Finance Director is delegated authority to approve our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Notes actually issued differs significantly from the amount at the time we advised you of our fee estimate; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility.

The delivery of written advice to third parties at the request of the Issuer with respect to Note offering disclosures shall be subject to a separate opinion charge in an amount to be approved by the Issuer at the time the of the request.

In addition to our fee for legal services, we also charge separately for certain costs and expense disbursements such as travel costs, photocopying, deliveries, computer-assisted research, printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Notes is not consummated or is completed without the delivery of our written advice, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our written advice). My current hourly rate is \$265 (effective for 1/1/2020). Work performed by other attorneys will be billed at their current hourly rate. Work by legal assistants will be billed at \$120. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement. It is our practice to retain transcripts for each financing for at least the life of the Notes.


[Remainder of this page intentionally left blank. Signature pages to follow.]

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding please obtain necessary approvals, execute, date and return to me an executed copy of this letter. Please retain also an original for the Issuer's file.

If you have questions regarding any aspect of the above or our representation as Disclosure Counsel, please do not hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Accepted by:

City of Ottumwa, Iowa*

By: _____ Date: _____

*Approved by action of the governing body on February 4, 2020.

FILE

2020 JAN 30 AM 10:25


City of Ottumwa
Staff Summary

Council Meeting of: February 4, 2020

Item No. 24-2020

Finance Department
Department


City Administrator

Kala Mulder
Prepared By

Department Head

Agenda Title: Resolution No. 24-2020 Set February 18, 2020 at 5:30 p.m. for Public Hearing on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder. Not to Exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes.

Purpose: The City Council is required to hold a public hearing on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder. Not to Exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes. February 18, 2020 will be the public hearing date.

Recommendation: Pass and Adopt Resolution No. 24-2020.

Discussion: A public hearing is required by law prior to the issuance of G.O. Debt. These bonds will be used to provide funds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; and (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

Not to Exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 4, 2020

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Pro Tem Dalbey, in the chair, and the following named Council Members:

Roe, Stevens, Meyers, Berg, Dalbey

Absent: None

Vacant: None

* * * * *

Council Member Roe introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$19,000,000 GENERAL OBLIGATION AND REFUNDING CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Stevens seconded the motion to adopt. The roll was called and the vote was,

AYES: Roe, Stevens, Meyers, Berg, Dalbey

NAYS: None

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. 24-2020
RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$19,000,000 GENERAL
OBLIGATION AND REFUNDING CAPITAL LOAN NOTES
OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR
ESSENTIAL CORPORATE PURPOSES), AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation and Refunding Capital Loan Notes, to the amount of not to exceed \$19,000,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation and Refunding Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 p.M., on the 18th day of February, 2020, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; and (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation and Refunding Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$19,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 4. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 5. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: January 29, 2020 and February 13, 2020)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$19,000,000 GENERAL OBLIGATION AND REFUNDING CAPITAL LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 18th day of February, 2020, at 5:30 p.M., in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of (i) the acquisition, construction and equipping of works and facilities useful for the collection, treatment, and disposal of sewer and industrial waste, and for the collection and disposal of surface waters and streams, including costs associated with the Division I Combined Sewer Overflow project; (ii) the construction, reconstruction, and repairing of any street improvements, the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, including the acquisition of any real estate needed for any of the foregoing purposes; and (iii) refinancing and refunding certain outstanding indebtedness of the City, including the General Obligation Capital Loan Notes, Series 2012, dated April 2, 2012, and the General Obligation Capital Loan Notes, Series 2013D, dated December 30, 2013. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

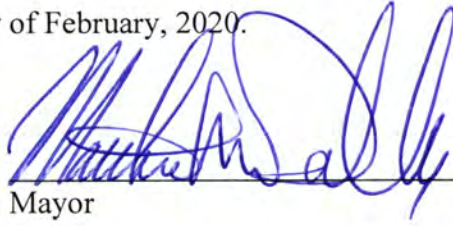
This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this 6th day of February, 2020.

Christ Reulard
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of February, 2020.



Mayor

ATTEST:




City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2020.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not To Exceed \$19,000,000 General Obligation and Refunding Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2020.

WITNESS my official signature this _____ day of _____, 2020.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

FILED
CITY OF OTTUMWA
2020 JAN 30 AM 10:36
STAFF SUMMARY

Council Meeting of: February 4, 2020

ITEM NO.
Joni Keith
Prepared By

Administration
Department

Tom X. Lazio
Department Head

AGENDA TITLE: Authorize the hiring of Philip Rath as the City Administrator effective February 17, 2020 and approve Resolution #25-20205 authorizing the Mayor Pro Tem Matt Dalbey to sign the Employment Agreement on behalf of the City.

PURPOSE: Approve the hiring of Philip Rath as the City Administrator and authorize the Mayor Pro Tem to sign an Employment Agreement with Philip Rath.

RECOMMENDATION: Approve Resolution #25-2020 authorizing the Mayor Pro Tem to sign an Employment Agreement with Philip Rath, subject to the successful completion of the final background check, pre-employment physical and drug screen required by the City's personnel policies.

DISCUSSION: City staff has been negotiating a possible Employment Contract with Philip Rath, one of two candidates for City Administrator who were interviewed during open session on January 25, 2020. Staff is recommending a conditional offer of employment be provided to Mr. Rath subject to the completion of the final background screen, pre-employment physical and drug screen. The proposed employment Agreement is attached hereto. Mr. Rath's starting salary will be \$125,000 for the first of a two-year employment agreement. The City Council and Mr. Rath will develop a set of five goals for Mr. Rath to complete within six months. If he is successful, the salary will increase by \$6,000. Thereafter, five additional goals will be developed and mutually agreed to, resulting in an additional \$6,000 increase at the end of his first year of employment, which will bring him to a wage of \$137,000. Thereafter, the wage will be negotiated. After the initial two-year period, the agreement will be automatically renewed as mutually agreed by the parties, with the wage negotiated during an annual performance evaluation. His benefit package is set out in the Agreement, which includes four weeks of vacation, of which 80 hours is banked, and an initial bank of 40 hours of sick leave. Mr. Rath will receive up to \$7,500 in Moving and Relocation expenses. His benefit package is comparable to the majority of City employees. Mr. Rath has a Bachelor's Degree in Economics with an emphasis in Politics and Government. He has a Master's Degree in Public Administration. He has more than 15 years of experience in the field of public administration.

RESOLUTION NO. 25-2020

**RESOLUTION APPROVING THE HIRING OF PHILIP RATH AS
THE CITY ADMINISTRATOR FOR OTTUMWA, IOWA**

WHEREAS, it is necessary that the City hire a new City Administrator; and

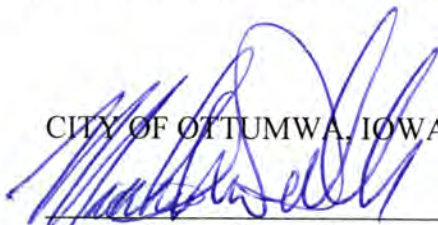
WHEREAS, Moulder and Associates LLC was hired as a search firm to assist with the process of hiring a new City Administrator; and

WHEREAS, after interviewing two excellent candidates, the City by this Resolution is tentatively offering the position of City Administrator of Ottumwa, Iowa to Philip Rath pursuant to the terms and conditions set out in the proposed Employment Agreement attached to the Staff Summary and subject to the final background check, pre-employment physical and drug screen.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: Philip Rath is hereby hired as the City Administrator pursuant to the terms and conditions set forth in the Employment Agreement attached to the Staff Summary and will start his employment with the City of Ottumwa, Iowa, on or about February 17, 2020. That the proposed Employment Agreement between the City of Ottumwa, Iowa and Philip Rath is hereby approved and the Mayor Pro Tem is authorized to sign this Employment Agreement on behalf of the City of Ottumwa.


**APPROVED, PASSED, AND ADOPTED THIS 4TH DAY OF
FEBRUARY, 2020.**

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 4th day of February, 2020, between the City of Ottumwa, Iowa, a Municipal Corporation (the "City"), and Philip Rath (the "City Administrator").

BACKGROUND FACTS:

- A. The City wishes to employ the services of Philip Rath as City Administrator of the City of Ottumwa, Iowa.
- B. The City and Mr. Rath desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Rath by the City.
- C. Mr. Rath wishes to accept employment as City Administrator of Ottumwa, under the terms and conditions of this Agreement.

TERMS OF AGREEMENT:

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. **Duties:** The City agrees to employ Mr. Rath as the City Administrator of the City of Ottumwa, Iowa, to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. **Compensation:** The City Administrator shall receive an annual salary of \$125,000 per year commencing February 17, 2020 and paid bi-weekly according to the City's normal payroll calendar. Within 30 days of employment with the City, the City Administrator, the Mayor and the City Attorney/HR Manager, with input from the City Council, will mutually prepare five quantifiable goals for the City Administrator to substantially complete within six months of the date of employment. At the conclusion of six months, the City Administrator will have a performance evaluation with the City Council. If the City Council determines the City Administrator is meeting those goals, the City Administrator's salary will be increased by \$6,000 payable bi-weekly based upon the City's normal payroll calendar. During the six-month performance evaluation, the City Council and the City Administrator will prepare five additional quantifiable goals for the City Administrator to substantially complete within the following six months to the City Administrator's anniversary date of hire. If the City Council determines the City Administrator is meeting those goals, the City Administrator's salary will be increased by \$6,000 payable bi-weekly based upon the City's normal payroll calendar. Thereafter, adjustments in annual salary for the City Administrator shall be negotiated by the City Council and City Administrator at the Administrator's yearly anniversary provided a satisfactory performance evaluation is received.
3. **Terms and Conditions:** The City Administrator shall be employed by the City for an indefinite period commencing on February 17, 2020, subject to the successful completion of a pre-employment physical and drug screen and final background check.

This Agreement is a two-year Agreement. This Agreement shall automatically be renewed on its anniversary date for a one-year term unless notice that the Agreement shall terminate is given at least three (3) months prior to the expiration date. In the event the Agreement is not renewed, the resulting action shall be considered the same as a termination without "just cause" and the City Administrator shall be entitled to the severance provisions of this Agreement.

Even though this is an initial two-year Agreement subject to renewal, it is further agreed that the City Administrator will serve at the will of the Council and may be terminated with or without just cause at any time. Termination for "just cause" shall be without severance pay and shall be effective upon Employee's receipt of notice of his termination. Termination of this contract by the City shall follow any applicable City and State requirements, which currently include furnishing City Administrator with a copy of the reasons for the termination, providing a reasonable opportunity to be heard in person or by counsel in his own defense, and adoption of a resolution by a majority of Council members.

City Administrator is advised that the reasons for termination as well as portions of his Personnel File may be subject to open records laws under Iowa Code Chapter 22 and may be considered public record. Iowa Code Section 22.7(11) provides that if an individual resigns in lieu of termination, the discharge, or the demotion is now a public record. In addition, Iowa Code Section 22.15 requires that public employers provide employees with written notice that information placed in a personnel file as a result of disciplinary action may become a public record.

Should the City terminate the employment of the City Administrator without "just cause," he will receive six (6) months' severance pay and benefits. Additionally, he will have the option to resign and receive six months' severance pay and benefits.

If the City Administrator decides to voluntarily terminate his employment absent the request of the City Council, he must provide the City a minimum of 60 days' notice of his intent to terminate.

4. Iowa Public Employees Retirement System: The City Administrator shall participate in I.P.E.R.S. The City's regular contribution is rated by the State of Iowa governing retirement contributions for municipalities and the City's current contribution requirement is 9.44 per cent of the City Administrator's salary.

5. Insurance Coverage: The City Administrator will be provided insurance coverage at the same rate as other non-union City employees.

Current Coverages:

Health Insurance:

Alliance Select Program administered by Wellmark Blue Cross/Blue Shield of Iowa with a \$300/\$600 deductible and \$1,000/\$2,000 out of pocket.

Three tier drug card \$10/25/40.

Employer is responsible for 90% of the premium for coverage at this time.

Employee is responsible for 10% of premium for coverage at this time.

PK

Employee cost for family coverage is \$206 per month at this time with a possible increase 7/1/2020 and annually thereafter.

Dental coverage is free for the employee only.

Dependent dental and vision coverage is available at the employee's cost.

Flexible Spending Account is available.

Life Insurance:

Equal to annual salary rounded up to the next highest \$1,000 with a possible life insurance company limitation at \$100,000.

6. Vacation and Sick Leave: The City Administrator will start employment with the status of an 11-year employee for the purposes of calculating vacation and will receive subsequent increases in accordance with the City's personnel policy.

a. The City Administrator will be provided a bank of 80 hours of vacation upon employment with accruals determined that would provide four weeks of vacation by the end of the first year of employment. Thereafter, the City Administrator would accrue four weeks of vacation annually.

b. The City Administrator will be granted the same number of holidays as other City employees as set out in the City's Personnel policies.

c. The City Administrator will be granted 40 hours of banked sick leave upon employment and shall earn additional sick leave at the rate of 7.39 hours per bi-weekly pay period. All other provisions of the sick leave policy will apply to the City Administrator.

7. Business Expenses: The City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited, to meals, and Rotary membership, as well as other memberships related to his work as City Administrator.

8. Automobile Expenses: The City Administrator will be reimbursed for actual travel costs associated with City business (excluding commuting to and from City Hall) at the IRS mileage rate. Neither a vehicle allowance nor a vehicle will specifically be provided.

9. Phone: A Smart Phone will be provided.

10. Dues, Subscriptions and Continuing Education: The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participations, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Iowa City/County Management (IaCMA) and Iowa League of Cities. All activities included in this section shall be budgeted for annually and are subject to Council approval.

11. Professional Development: The City shall budget and pay up to the amount budgeted, necessary and reasonable for registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good

judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA and IACMA Conferences, and Iowa League of Cities events.

12. Performance Evaluations: City Council shall annually review the performance of the City Administrator subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by both parties.

a. The annual evaluation process, at minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the City.

The final written evaluation should be completed and delivered to the City Administrator within 30 days of the initial formulary evaluation meetings.

b. Unless the City Administrator expressly requests otherwise in writing, the evaluation of the City Administrator shall at all times be conducted pursuant to Chapter 21 of the Code of Iowa with the City Administrator having the option to request a closed session all pursuant to Iowa law. These performance evaluations shall be considered confidential to the extent permitted by Iowa law. Nothing herein shall prohibit the City or the City Administrator from sharing the contents of the City Administrator's evaluation with their respective legal counsel.

c. In the event the City deems the evaluation instrument, format and/or procedure is to be modified by the City and such modifications would require new or different performance expectations, then the City Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

13. Hours of Work: It is recognized that the City Administrator must devote a great deal of time outside the normal office hours on business for the City and to that end, City Administrator shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow City Administrator to faithfully perform the assigned duties and responsibilities.

14. Ethical Commitments: City Administrator will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, City Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

City Council shall support City Administrator in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request City Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in

any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

15. Moving and Relocation Expenses: The City shall pay up to \$7,500 or actual costs (whichever is less) for moving the City Administrator's household goods, one vehicle and travel for the City Administrator and his family from his current home to within the city limits of Ottumwa. The Administrator shall provide receipts for all moving related expenses to the City before reimbursement of costs. The City Administrator shall obtain City residency within nine (9) months of employment with the City.

16. Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the Council.

17. Compliance with Laws and Regulations: In providing services hereunder, the City Administrator shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding other termination provisions contained herein.

18. Indemnification: The City shall defend and indemnify the City Administrator pursuant to Iowa Statutes. In addition, the City shall defend, hold harmless, and indemnify the City Administrator from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the City Administrator was acting in the performance of the duties of the position, with the exception of willful torts or illegal conduct. The City will compromise and settle any such claims or suit other than for willful torts, punitive damages or illegal conduct and pay the amount of any settlement of judgment thereon.

19. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.

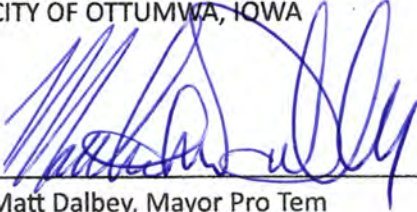
20. Complete Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.

21. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Iowa.

22. Severability. The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. This declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

This Agreement is now being executed by the parties as of the date stated at the beginning of this Agreement.

CITY OF OTTUMWA, IOWA



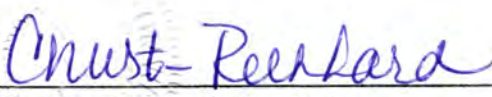
Matt Dalbey, Mayor Pro Tem

PHILIP RATH



Philip Rath

ATTEST:



Christina Reinhard, City Clerk

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in October 2019.



Government Finance Officers Association

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for Excellence
in Financial
Reporting

Presented to

City of Ottumwa
Iowa

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morill

Executive Director/CEO