



[ CITY OF ]

OTTUMWA

TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 23  
Council Chambers, City Hall

September 5, 2023  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 22 on August 15, 2023 as presented.
2. Recommend appointment of Ryan Mitchell to the Board of Library Trustees, term to expire 07/01/2027 due to a vacancy.
3. Civil Service Commission Eligibility Lists for August 23, 2023: WPCF – Maintenance Tech Entrance; Engineering Aide Entrance.
4. Canvasser/Solicitor application for Knights of Columbus for the Annual Tootsie Roll Drive at various businesses on September 29-30, 2023.
5. Fixing September 19, 2023 as the date for a public hearing approving plans, specifications, form of contract and estimated cost for the Soccer Field Project.
6. Beer and/or liquor applications for: Aldi, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church Street, with outdoor serving area; Ottumwa Oktoberfest Committee, temporary outdoor service area, Jimmy Jones Shelter, 10/3-10/7/2023; Morgan's Corner Bar & Grill, 436 W. Second St., temporary outdoor service area on 9/16/2023; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Legacy Youth Alliance – Proclamation – September 19, 2023 – Youth Mental Health Day.

*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. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2023 Asphalt Street Repair Program.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 133-2023, approving the plans, specifications, form of contract and estimated cost for the 2023 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 133-2023.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2023 Street Crack Repair Program.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 134-2023, approving the plans, specifications, form of contract and estimated cost for the 2023 Street Crack Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 134-2023.

G. ORDINANCES:

1. Ordinance No. 3215-2023, amending the Municipal Code of the City of Ottumwa, Iowa by repealing and replacing Sections 2-30 and 2-58 of Chapter 2 for the purpose of increasing compensation of the Mayor and City Council Members.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3215-2023.

2. Ordinance No. 3217-2023, adding youth representative to Human Rights Commission.

RECOMMENDATION:     A. Pass the first consideration of Ordinance No. 3217-2023.  
                              B. Waive the second and third considerations, pass and adopt Ordinance No. 3217-2023.

3. Ordinance No. 3218-2023, amending Sections 23-171 and 25-113 of the Municipal Code of the City of Ottumwa, Iowa by establishing restrictions related to motor vehicle noise in residential areas.

RECOMMENDATION:     A. Pass the first consideration of Ordinance No. 3218-2023.  
                              B. Waive the second and third consideration, pass and adopt Ordinance No. 3218-2023.

H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

1. Consideration of Terminal Leave of Absence, Resignation of Employment and Release Agreement.

RECOMMENDATION: Approve the Agreement between the City of Ottumwa and Larry Seals.

2. Consider Sponsoring a Display for Holiday Nights and Lights.

RECOMMENDATION: Authorize staff to prepare a simple agreement with GOPIP to sponsor a display for the 19<sup>th</sup> annual Holiday Nights and Lights.

I. RESOLUTIONS:

1. Resolution No. 132-2023, approving Change Order No. 7 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 132-2023.

2. Resolution No. 136-2023, approving updates to the Personnel Policy.



RECOMMENDATION: Pass and adopt Resolution No. 136-2023.

3. Resolution No. 137-2023, approving updates to the Leave of Absence Policy.

RECOMMENDATION: Pass and adopt Resolution No. 137-2023.

4. Resolution No. 139-2023, accepting the work as final and complete and approving the final pay request for the Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project.

RECOMMENDATION: Pass and adopt Resolution No. 139-2023.

5. Resolution No. 140-2023, authorizing execution of a Termination Agreement by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP terminating the Agreement for Private Development by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP.

RECOMMENDATION: Pass and adopt Resolution No. 140-2023.

6. Resolution No. 141-2023, approving a Real Estate Gift Agreement with Betty McConaughey for property located at 625 Morris.

RECOMMENDATION: Pass and adopt Resolution No. 141-2023.

7. Resolution No. 142-2023, approving Change Order No. 3 and accepting the project as final and complete and approving the final pay request for the Pawnee Drive Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 142-2023.

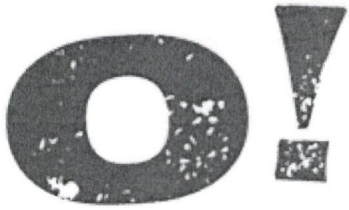
#### J. PUBLIC FORUM:

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. MAYOR/CITY COUNCIL REPORT AND/OR 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: 9/1/2023 TIME: 12:00 PM 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 #23 to be held on  
9/05/2023 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO.	3600	
DEPT. ID	4717	
PGS.	4	
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
	916416828482	Tom FM



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\*\*\* TX REPORT \*\*\*  
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JOB NO.	3600	
DEPT. ID	4717	
ST. TIME	09/01 11:58	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
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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 #23 to be held on 9/05/2023 at 5:30 P.M.

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REGULAR MEETING NO. 22  
Council Chambers, City Hall

August 15, 2023  
5:30 O'Clock P.M.

The meeting convened 5:42 P.M.

Present were Council Member Roe, Galloway, McAntire, Hull, and Mayor Johnson.  
Council Member Pope was absent.

Galloway moved, seconded by McAntire to approve consent agenda items: Mins. from Reg. Mtg. No. 21 on Aug. 1, 2023 as presented; Proclamation of OHS Centennial Celebration – declaration and ribbon cutting on 8/26/2023; Cigarette Permit Application for Philly Liquor & Tobacco (529 Church St.) and Pink Clouds Smoke Shop (313 N. Madison); Beer and/or liquor applications for: Philly Liquor & Tobacco, 529 Church St.; all applications pending final inspections. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway to approve agenda as presented. Motion carried 4-1. Absent: Pope.

City Admin. Rath Recognized Annelise Bell – World Finals Competition silver medalist; Elaina Boyer – Jr. Olympics – Trampoline & Tumbling gold medalist; Cert. of Recog. Erin Naylor of Heron Kross – Main Street Ottumwa's Open 4 Business Competition.

Scott Hallgren, Rich Kennedy and Dr. Dodson presented the City with a check for \$125,000 from BVC, Inc. Board of Dir.

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda. There were none.

This was the time, place and date set for a public hearing to accept written or oral comments from the public on the spending plans for the 2023 Justice Assistance Grant (JAG) Program funds to be obtained from Bureau of Justice Assistance. Police Chief Farrington reported. No objections rec'd. Galloway moved, seconded by McAntire to close public hearing. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire to approve submission of 2023 JAG Grant for \$26,628. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by McAntire to pass second consid. of Ord. No. 3215-2023, amending Muni. Code of the City of Ottumwa, IA by repealing and replacing Sections 2-30 and 2-58 of Ch. 2 for the purpose of increasing compensation of Mayor and City Council Members. Motion carried 4-1. Absent: Pope.

HR Dir. Codjoe provided update on Fire Dept. Naming Assistant Fire Chief Pat Short as Interim Fire Chief and Firefighter David Cronin as Interim Deputy Fire Chief. Also working through filling open positions.

Galloway moved, seconded by McAntire that Res. No. 110-2023, approving Change Order No. 1 and accepting work as final and complete and approving final pay request for 2022 Asphalt St. Repair Program, be passed and adopted. Interim PW Dir. Burgmeier reported CO#1 decreases contract by \$650,916.85; new contract sum \$756,074.15. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by McAntire that Res. No. 125-2023, approving submission for REAP Grant to fund Ph. 1 of Oxbow Lagoon Trail Project, be passed and adopted. Rath reported grant covers 100% up to \$150,000; total construction est. \$133,600. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by McAntire that Res. No. 126-2023, approving purchase of ethanol and diesel pumps from Mid Iowa Petroleum Equip. for PW Dept. in the amt. \$23,264.30, be passed and adopted. Motion carried 4-1. Absent: Pope.

Galloway moved, seconded by McAntire that Res. No. 127-2023, approving repairs to roof at 550 Gateway Dr., PW, by Commercial Roof Coatings of Linn, MO, in the amt. \$86,500, be passed and adopted. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Galloway that Res. No. 128-2023, approving purchase of a Flatbed Tilt Trailer to transport #42, Case Mini Excavator in the amt. \$29,575 from Carroll Supply, be passed and adopted. Motion carried 4-1. Absent: Pope.

Hull moved, seconded by Roe that Res. No. 129-2023, awarding contract for asbestos abatement and demolition of 530 W. Woodland to Weston McKee of Fairfield, IA for the best bid \$1,500 for abatement and \$11,700 for demolition (total \$13,200), be passed and adopted. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Hull that Res. No. 131-2023, updating and approving DSM River Flood Protection Operation Plan 2023, be passed and adopted. Burgmeier reported this was originally submitted in 2022, but FEMA returned it with comments that have been addressed in the new plan that will again be submitted to FEMA for final approval. Motion carried 4-1. Absent: Pope.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda; Sam Saffell and Mike McGrory wished to speak.

Mr. Saffell invited everyone to attend the IA/MO Ford Club annual car show this weekend at Jimmy Jone's pavilion. Expecting over 250 cars; money raised is put back in the community (shop with a cop program, IHCC Diesel Tech Program; IHCC Scholarships).

Mr. McGrory discussed the revised tennis court project; when we met last, council was supportive of doing the courts in a new location (the pit) but the following day, we found out CSO project is going through this same area. We believe we can put eight courts in this same area and not interfere with CSO project; requesting to do the two projects in unison. The revised plan for this project was approved by OCSD Brd. last night.

School personnel worked closely with PCC Sports and Burgmeier to make sure both projects could be done without any interference.

To allow further discussion, Galloway moved, seconded by McAntire to remove Resolution No. 122-2023, instituting proceedings to take additional action and approving the reallocation of certain unspent proceeds of the General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, IA, off of the table. Motion carried 4-1. Absent: Pope.

Council debated, original intent for this project was 1/3 each \$ contribution for City, School and Friends of Ottumwa Parks; we want to make sure this project doesn't resurface to request additional funding from the City. Understand the urgency of the project from the schools perspective, but the City is also under EPA mandate to complete CSO project within a certain time frame; dangerous to make a decision without having some sort of written proof that there won't be another issue happen because of this that will cost taxpayers more money. Rath added the original ask was \$750,000 when location of courts was inside a



City park, moving it outside this area, the max. we can bond for is \$700,000, so add'l \$50,000 will need to be allocated from somewhere.

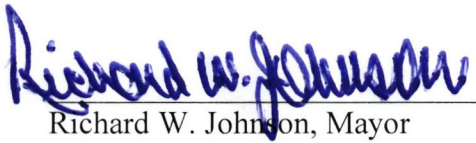
McAntire moved, seconded by Galloway that Res. No. 122-2023, instituting proceedings to take add'l action and approving reallocation of certain unspent proceeds of General Obligation Capital Loan Notes, Series 2022A of the City of Ottumwa, IA, be passed and adopted. Motion carried 4-1. Absent: Pope.

McAntire will miss both mtgs. in September.

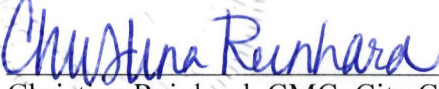
There being no further business, Galloway moved, seconded by McAntire that the mtg. adjourn. Motion carried 4-1. Absent: Pope.

Adjournment was at 7:04 P.M.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 8/26/2023.



September 5, 2023

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend appointment to the Board of Library Trustees, term to expire 07/01/2027 due to a vacancy.

Ryan Mitchell  
513 E. Alta Vista Ave.



**CITY OF OTTUMWA**  
**Biographical Data for Appointment to City Advisory Board**

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Library

Name: Ryan Mitchell Telephone: 641-682-5447

Email: (optional) \_\_\_\_\_

Address: 513 E. Alta Vista ZIP: 52501

Business: Attorney Telephone: 641-682-5447

Address: 110 E. 3rd ZIP: 52501

Date Available for Appointment 8-22-23 E-Mail: ryan@southiowalaw.com

Present occupation: Attorney

Previous Employment: Attorney

Answer the following: (Use additional sheets if necessary)

**Community Service:**

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

Ottumwa Zoning board of Adjustment

Ottumwa YMCA

American Gothic Performing Arts - Ott.

Ottumwa Bridgerview Center

GOPIP

American Home Finding Ass. - Ott.

Ottumwa Rotary

Please list any professional or vocational licenses or certificates you hold.

licensed to practice law

**Personal:**

(Have you ever worked for the City of Ottumwa?)

Yes  No

(If yes, please list dates and names of departments)

Summer 2020 - Attorney

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes \_\_\_\_\_ No

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes \_\_\_\_\_ No

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes  No \_\_\_\_\_

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

Legal training and 20 years of practicing law in Ottumwa.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

Helping to ensure our public library serves all members of our community and provides both materials and programs to help meet the early literacy needs.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

Provide insight, support, and guidance to the board and director.



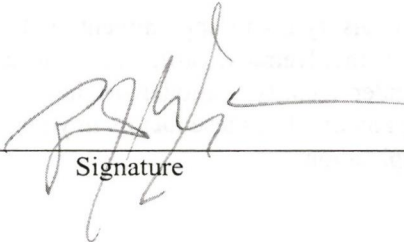
One of the goals of the City Council is to balance advisory board appointments with respect to areas of expertise, advocacy experience, community involvement, profession, education, race, creed, ethnicity, color, sex, sexual orientation, gender identity, national origin, age, religion, disability and geographic identification. Addressing any or all of these factors in your application will help the Mayor and City Council assess your application.

**OPTIONAL**

*The following information is desirable but not required for appointment. Please complete any of the information requested below to the best of your knowledge. Failure to fill in any or all of the information does NOT disqualify applicants from consideration.*

Areas of expertise	<u>law</u>
Advocacy experience	<u></u>
Community involvement	<u></u>
Current profession	<u>attorney</u>
Highest level of education	<u>law degree</u>
Race	<u>white</u>
Creed	<u>None</u>
Ethnicity	<u>American</u>
Color	<u>white</u>
Sex	<u>male</u>
Sexual orientation	<u>straight</u>
Gender identity	<u>male</u>
National origin	<u>USA</u>
Age	<u>45</u>
Religion	<u>none</u>
Disability	<u>none</u>

I hereby certify that the following information is correct to the best of my knowledge.

  
\_\_\_\_\_  
Signature

8-22-23  
\_\_\_\_\_  
Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

**WHEN COMPLETED MAIL ORIGINAL TO:** OFFICE OF THE MAYOR  
Ottumwa City Hall  
105 E Third Street  
Ottumwa, IA 52501

**YOUTH BOARD  
MEMBER APPLICANT ONLY**

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Year

**HUMAN RIGHTS COMMISSION  
MEMBER APPLICANT ONLY**

The Human Rights Commission seeks to model service leadership and respect in its work with Commission members and the community. List your experience working on diverse teams, public bodies, or committees, and skills related to intergroup dialogues and team building with diverse communities:



**OTTUMWA CIVIL SERVICE COMMISSION**

**WPCF – Maintenance Tech  
Entrance Eligibility List**

1. Jarrett Rea
1. Josh Watson
3. Brandon Coffman

Certified August 23, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

# OTTUMWA CIVIL SERVICE COMMISSION

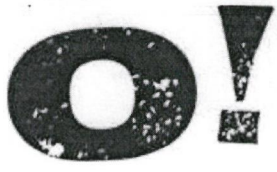
## **Engineering Aide Entrance Eligibility List**

1. Joe Jacobs
2. Riley Barker

Certified August 23, 2023

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner



CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: ED WILSON  
And  
Residing address: 220 PENNSYLVANIA OTTUMWA IA 52501 Date of Birth 6/21/49  
Street City State Zip

Organization represented, if applicable: KNIGHTS OF COLUMBUS  
Organization's address: 133 W 3RD ST OTTUMWA IA 52501  
No. Street City State Zip

Applicant's/Organization's phone number: 641-980 6066

Names, addresses and position of the officers of the organization:

<u>JAMES BARKER</u>	<u>GRAND KNIGHT</u>
Name	Officer Position
<u>ED WILSON</u>	<u>DEPUTY GRAND KNIGHT</u>
Name	Officer Position
<u>MIKE H EFFORAN</u>	<u>TREASURER</u>
Name	Officer Position

Estimated number of persons who will be directly soliciting: 50-75

Nature and purpose of your solicitation activities: MENTALLY & PHYSICALLY CHALLENGED

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) DONATIONS

Where do you plan to canvass or solicit in Ottumwa? THROUGHOUT THE CITY

Date(s) when you wish to conduct your activities in Ottumwa: SEPT 29 & 30 2023

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 1 day of SEPT, 2023

Ed Wilson  
Applicant

Staff recommendation to Council: 9.5.2023  
Approved  Denied  by City Council on \_\_\_\_\_, 20\_\_\_\_  
Restrictions set by Council: \_\_\_\_\_  
Number of days set by Council for applicant: \_\_\_\_\_  
License Number 5450 Receipt No. N/A

**received**  
9.1.23 830AM

**revised**  
ALL STAFF

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Sep 5, 2023

Park & Recreation  
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Set the date for the Public Hearing for the Plans, Specifications, and Form of Contract for the Soccer Field Project.

\*\*\*\*\*

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

RECOMMENDATION: Set September 19, 2023 at 5:30 p.m. as the date for the Public Hearing for Plans, Specifications, and Form of Contract for the Soccer Field project.

DISCUSSION: This project will involve the construction of 3 high quality soccer fields in Central Addition Park to be built in between the dog park and the adult softball fields. The preliminary cost estimate is \$2.7 million. Funding will be provided by the Ottumwa Regional Legacy Foundation. The plans, specifications, and form of contract need to be approved by the Ottumwa City Council before the project is put out for bid.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:





[ CITY OF ]

OTTUMWA

Item No. D.-1.

- WHEREAS,** One in six U.S. youth ages 6-17 experience serious mental illness each year; and
- WHEREAS** Twenty percent of adolescents may experience a mental health problem in any given year, yet these remain largely unrecognized and untreated; and
- WHEREAS** Suicide is the second leading cause of death among young people 10-34 years old in Iowa. Risk factors for suicide are multifaceted, and may include harmful use of drugs or alcohol, abuse in childhood, stigma against help-seeking, and barriers to accessing care; and
- WHEREAS** Depression, anxiety, and behavioral disorders are among the leading causes of illness and disability among adolescents. In the last year, 59.8% of youth nationwide who have depression did not receive treatment in the last year; and
- WHEREAS** Fifty percent of mental health conditions are established by age 14 and 75% by age 24; and
- WHEREAS** Adolescence is a formative time of life. Physical, emotional, and social changes, including exposure to poverty, homelessness, abuse, or violence, can make adolescents more vulnerable to mental health problems; and
- WHEREAS** High school students with recent symptoms of depression are more than two times more likely to drop out of school than their peers without symptoms; and
- WHEREAS** It is imperative than we break the stigma and build a stronger mental health system that provides the care, support and services needed for our children and youth to thrive.

**NOW, THEREFORE,** I, Richard W. Johnson, Mayor, of the City of Ottumwa, proclaim September 19th as Youth Mental Health Day in Ottumwa, Iowa. I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Ottumwa to recommit our community to increasing awareness and understanding of youth mental health, and the need for appropriate and accessible services for all people with mental illnesses.



*Christina Reinhard*

Christina Reinhard, City Clerk

*Richard W. Johnson*

Richard W. Johnson, Mayor



# Youth Mental Health

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A Journey from Allies to Advocates



LEGACY  
FOUNDATION





## What is the Legacy Youth Alliance?

- A youth philanthropy program supported by the Ottumwa Legacy Foundation
- Young leaders from the 4 high schools that serve Wapello County
- Grant funders that are dedicated to:
  - Learning about our community
  - Informed decision-making
  - Using our voices for positive impact







## Why Are We Here?

- Share our mental health journey
- Build awareness of youth mental health
- Start a conversation





# 2017- early 2021

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- Youth Mental Health projects were an area of funding that included
  - Physical Health
  - Emotional Health
  - Social Health
- Some of the early projects funded included:
  - Projects at the Agency Emergency Youth Shelter & Corinthians House
  - Sensory Spaces at Pickwick preschool and the YMCA Daycare



LEGACY  
FOUNDATION



**5 of 9  
applications had  
a youth mental  
health focus**



**LEGACY  
FOUNDATION**



November 2022 **oment**

Elevated  
Youth Mental  
Health to a  
top funding  
priority

- 5 of 9 applications were youth mental
- Video application from the OHS Stomp
  - 6 attempts of self-harm 2 weeks p
  - "Students don't fake depression; th
- Also funded:
  - Sensory Space at James Elementary
  - Cardinal Mental Health Team
  - OHS Best Buddies
  - AHFA Corinthians House



LEGACY  
FOUNDATION



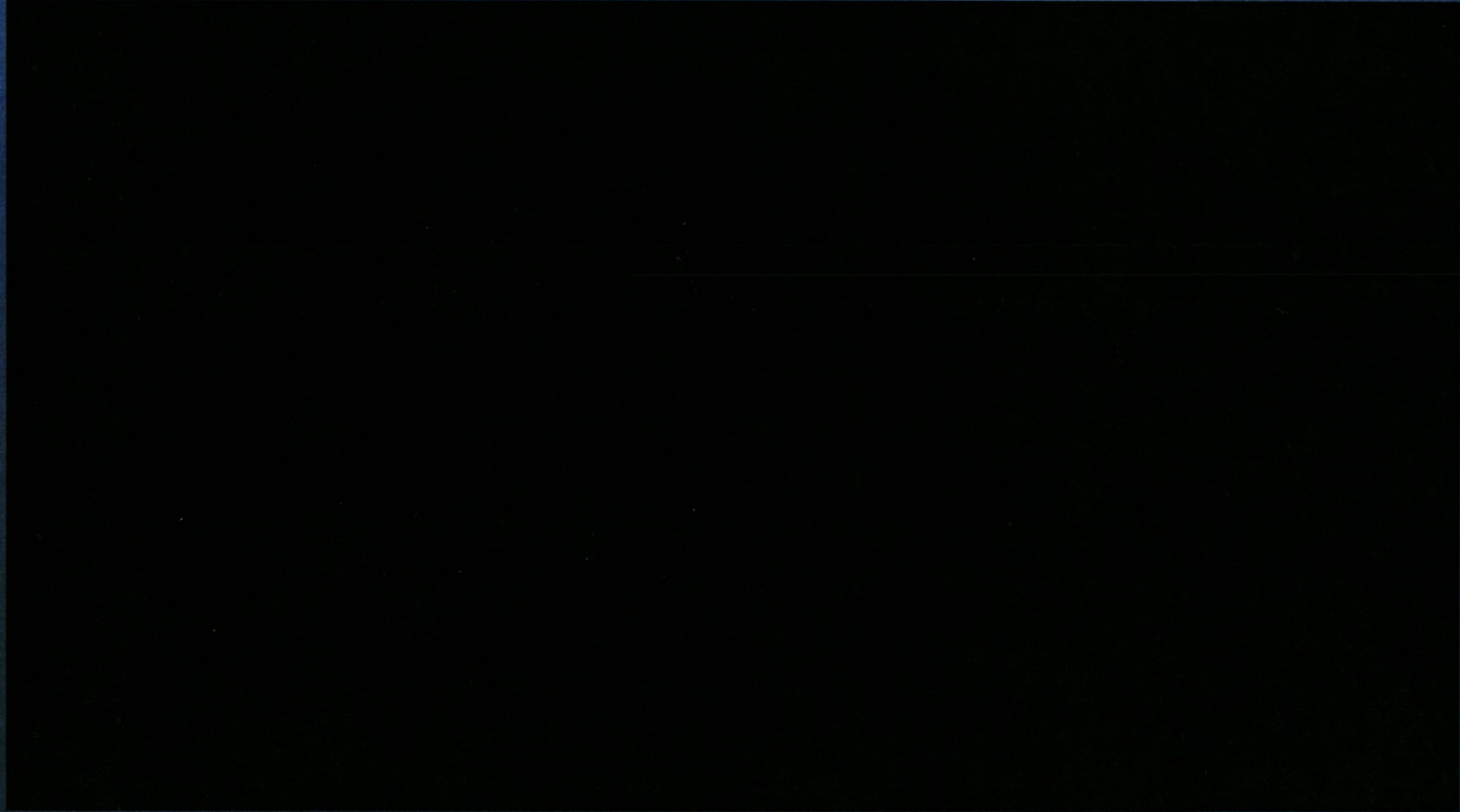
# Educate: Learning From Local Organizations

- Corinthians House- youth aging out of foster care
- Whatsoever You Do- homelessness
- Southern Iowa Mental Health Center- youth depression & signs of suicide
- Resilient Communities- ACEs





## Stomp Out Stigma Awareness Video





# Activate



October 2022

- Invite school counselors in for a discussion
- Share concerns
- Discuss needs/solutions



Outcome of Discussion

- Need for Quiet Spaces at the high school level
- Brain Health Room @OHS
- Calming space in the teacher's lounge at Cardinal
- Large Zen Table in Counseling office at Cardinal
- Need for easier/quicker accessibility to counselors



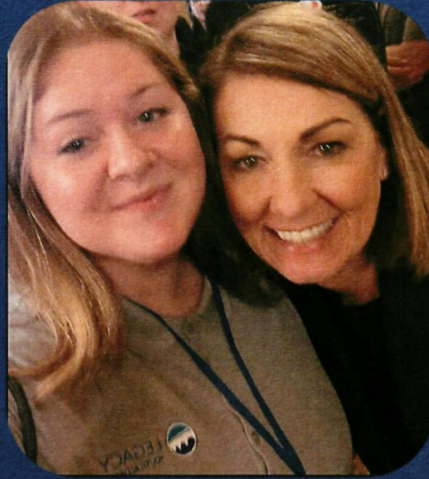
Outcome of Discussion

- Initiate a Plan for NAMI Day on the Hill



LEGACY  
FOUNDATION





# Advocate

- Share stories with legislators
- Presentations
  - State CASA Summit breakout session
  - Eddyville School Board
  - Eddyville Ruritans
  - Ottumwa Noon Kiwanis
  - State Youth Philanthropy Conference breakout session
  - *Talk Ottumwa "Youth Mental Health" podcast series*



**Times-Republican**

August 21, 2023 | Today's Paper | Submit News | Subscribe Today | Login

**Youth learn about philanthropy at annual conference**



PHOTOS BY LANA BRADSTREAM — Abby Jager gives a group of youth at the Iowa Council Foundation Youth Philanthropy Conference tips on how to successfully advocate for their causes. The conference was held Thursday at the Marshalltown Community College.





# Our Request

The members of the Legacy Youth Alliance, Stomp Out Stigma, and students from Ottumwa, Pekin, EBF, and Cardinal, are requesting that Mayor Johnson sign the following proclamation for

September 19, 2023, **Youth Mental Health Day**



received  
9-1-23 830A

Item No. F.-1.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: September 5, 2023

Phillip Burgmeier

Prepared By

  
Department Head

Engineering  
Department

  
City Administrator Approval

AGENDA TITLE: Resolution #133-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Asphalt Street Repair Program 2023.

\*\*\*\*\*

\*\*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 #133-2023.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price costs. The work will consist of repairs to Adams Street. This contract will run through the end of calendar year 2023.

Bids will be received and opened by the City of Ottumwa on September 20, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on October 3, 2023, or at a later date as determined by staff.

Street scheduled for overlay: N. Adams

Funding Source:

- \$ 926,978.00 FY 2012/2013
- \$ 950,000.00 FY 2013/2014
- \$ 480,000.00 FY 2014/2015
- \$ 700,000.00 FY 2015/2016
- \$1,000,000.00 FY 2016/2017
- \$ 800,000.00 FY 2017/2018
- \$1,250,000.00 FY 2018/2019 (Includes \$460,000 E. Main St. Reconstruction)
- \$ 350,000.00 FY 2019/2020
- \$ 450,000.00 FY 2020/2021
- No program FY 2021/2022
- \$ 756,074.15 FY 2022/2023 (\$36,885.65 - Parks Department, Ottumwa Cemetery)
- \$ 750,000 FY 2023/2024 (Budgeted amount)

Source of Funds: ESPR Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #133-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2023 ASPHALT STREET REPAIR PROGRAM


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 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Marc Roo Mayor Pro Tem

ATTEST:

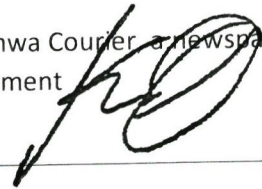
  
  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

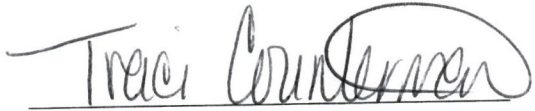
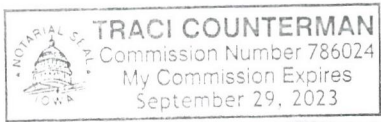
I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing (Asphalt)  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 8/19/23  
Subscribed and sworn to before me, and in my presence, by the said 19th day of August, 2023



Notary Public

In and for Wapello County

Printer's fee \$24.81

# 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 "Asphalt Street Repair Program 2023, Ottumwa, Iowa" at 5:30 o'clock p.m. on September 5, 2023 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: Mill, patch and overlay certain streets in Ottumwa. The first 10 loads of millings are to be delivered to the city yard on Gateway Drive. 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: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk



received  
9-1-23 830A

Item No. F.-2.

Review  
9/1/23

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: September 5, 2023

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
\_\_\_\_\_  
Department Head

*Phil RL*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #134-202. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Street Crack Seal Program 2023.

\*\*\*\*\*

**\*\*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 #134-2023.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa.

- The work to be completed is located at:
- N. Court St. (Golf St. to end of new)
  - Grandview Ave. (Jefferson St. to end)
  - W. Alta Vista (N. Court St. to West St.)
  - Hackworth St. (N. Court St. to end)
  - West St. (Alta Vista to Chilton Ave.)
  - Birchwood (Pike to end of new)
  - Van Buren/Benson/Iowa (Penn. Ave to Lincoln)
  - Locust St. (Van Buren to Walnut St.)
  - Ash St. (Fourth St. to Second St)
  - Plum St. (Cooper St. to Ash St.)
  - Cooper St. (Plum St. to Second St.)
  - Caldwell St. (Second St. to City Limits)
  - Richmond Ave. (Church St. to Ferry St.)
  - Ferry St. (Richmond Ave. to Chester Ave.)
  - Wildwood Ave. (Albia Rd. to PCC)
  - Chester Ave. (Wildwood Ave. to Skyline Ave.)
  - Bluegrass Rd. (Shaul Ave. to City Limits)

Source of Funds: ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

Bids will be received and opened by the City of Ottumwa on September 20, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on October 3, 2023, or at a later date as determined by staff.

2023 ESRP: \$50,000.00

Source of Funds: ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #134-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,  
AND ESTIMATED COST FOR THE 2023 STREET CRACK SEAL PROGRAM

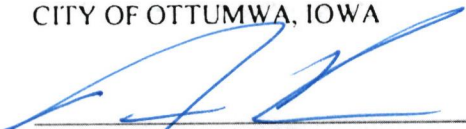
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Marc Roe, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk

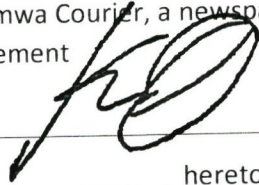


# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

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

Public Hearing (Street Crack Repair)  
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 8/19/23  
Subscribed and sworn to before me, and in my presence, by the said 19th day of August, 2023



Notary Public

In and for Wapello County

Printer's fee \$24.31

## 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 "HMA, PCC Street Crack Repair Program 2023 - Ottumwa, Iowa, Ottumwa, Iowa" at 5:30 o'clock p.m. on September 5, 2023, 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: HMA, PCC Street Crack Repair Program 2023 - Ottumwa, Iowa. 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: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: 9/5/2023

Philip Rath  
Prepared By

Admin  
Department

Phil Rath  
Department Head

Phil Rath  
City Administrator Approval

AGENDA TITLE: Ordinance No. 3215-2023, An Ordinance Amending the Municipal Code of the City of Ottumwa, Iowa, by Repealing and Replacing Sections 2-30 and 2-58 for the Purpose of Increasing the Compensation of the Mayor and City Council Members

\*\*\*\*\*

RECOMMENDATION:

Pass and adopt the third reading of Ordinance No. 3215-2023

DISCUSSION:

Compensation for the mayor and city council members has been at the same level since 1999. The proposed ordinance would increase the annual compensation for the mayor from \$9,000 to \$10,200 and the annual compensation for city council members would increase from \$4,000 to \$6,000. In accordance with state law, the compensation does not take effect until the beginning of the term following an election (January 2024 for council members and January 2026 for mayor).

At the meeting on August 1, the city council considered the first reading of the ordinance. The first reading passed 5-0, the second 4-1\* and it has been moved to the third reading.

\* Absent council member identified as "no" vote

Source of Funds:  
N/A  
Budgeted Item

No

councilmembers if necessary. \$5,000  
adjustment

Budget Amendment Needed: Will need to  
adjust second half of FY24 compensation for

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

**ORDINANCE NO. 3215-2023**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING SECTIONS 2-30 AND 2-58 FOR THE PURPOSE OF INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:**

**SECTION ONE.** The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Section 2-30 as follows:

**Sec. 2-30. Compensation of Mayor.**

The annual compensation, payable in monthly installments, of the Mayor of the city is fixed at ten thousand, two hundred dollars (\$10,200.00).

**SECTION TWO.** The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Section 2-58 as follows:

**Sec. 2-58. Compensation of Council.**

The annual compensation, payable in monthly installments, of each council member of the city is fixed at six thousand dollars (\$6,000.00).

**SECTION THREE.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION FOUR.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION FIVE.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law. Further, pursuant to Iowa Code sec. 372.13(8), a change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation (Jan. 2, 2024) and a change in the compensation of the mayor becomes effective at the beginning of the mayor's next term (Jan. 2, 2026).



**SECTION SIX.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 1st day of August, 2023.

PASSED on its second consideration the 15th day of August, 2023.

PASSED on its third consideration the 5th day of September, 2023.

APPROVED this 5th day of September, 2023.

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_

Marc Roe, Mayor Pro Tem

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

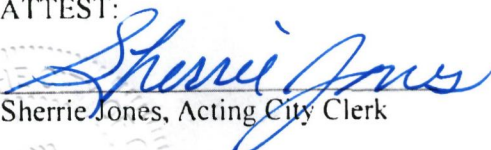
\_\_\_\_\_  
Richard W. Johnson, Mayor

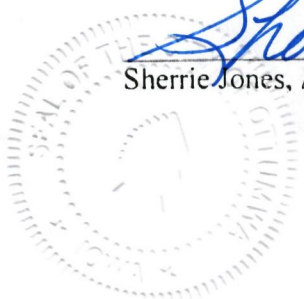
\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by failure of vote taken to repass.

\_\_\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: 9/5/2023

Philip Rath  
Prepared By

Admin  
Department

Phil Rath  
Department Head

Phil Rath  
City Administrator Approval

AGENDA TITLE: Ordinance No. 3217-2023, An Ordinance Adding a New Section 2-554 to the Code of Ordinances of the City of Ottumwa for the Purpose of Adding a Non-Voting Youth Member to the Human Rights Commission

\*\*\*\*\*

RECOMMENDATION:

Pass the first reading of Ordinance 3217-2023, waive the second and third readings, and adopt Ordinance 3217-2023

DISCUSSION:

The Human Rights Commission has requested the addition of a youth member to serve as an ex-officio (non-voting) member of the commission. Language was drafted to accomplish this. This language was then reviewed by the city attorney and is presented before you as an amendment to the current ordinance. To begin the selection of the youth member, it is being requested to waive the last two readings and adopt the ordinance.

Source of Funds:  
N/A

Budgeted Item  
No

Budget Amendment Needed: N/A

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

**ORDINANCE NO. 3217-2023**

**AN ORDINANCE ADDING A NEW SECTION 2-554 TO THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA FOR THE PURPOSE OF ADDING A NON-VOTING YOUTH MEMBER TO THE HUMAN RIGHTS COMMISSION**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT:**

**SECTION ONE.** Chapter 2 is hereby amended by adding a new Section 2-554 as follows:

Sec. 2-554. - Non-Voting Youth Seat

- (a) The human rights commission shall include a non-voting youth member who is between the ages of 14 to 18 and who resides in the city of Ottumwa.
- (b) The youth member shall be appointed by the mayor and shall serve a term of one year.
- (c) The youth member shall be selected from a pool of applicants who have demonstrated an interest in human rights issues and who have completed an application.
- (d) The youth member shall have the right to attend all meetings of the human rights commission and to participate in all discussions, but may not vote on any matter before the commission.
- (e) The purpose of the non-voting youth seat is to provide a voice for youth in the work of the human rights commission and to promote greater understanding and engagement between the commission and the youth community.

**SECTION TWO.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION THREE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION FOUR.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

**SECTION FIVE.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.



PASS ED on its first consideration the 5th day of September, 2023.

PASSED on its second consideration the ~waived~ day of \_\_\_\_\_, 2023.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED this 5th day of September, 2023.

CITY OF OTTUMWA, IOWA

By:   
Marc Roe, Mayor Pro Tem

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Richard W. Johnson, Mayor

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by failure of vote taken to repass.

\_\_\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

  
Sherrie Jones, Acting City Clerk



**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: 9/5/2023

Philip Rath  
Prepared By

Admin  
Department

Phil Rath  
Department Head

Phil Rath  
City Administrator Approval

AGENDA TITLE: Ordinance No. 3218-2023, An Ordinance Establishing Restrictions Related to Motor Vehicle Noise in Residential Areas and Amending Sections 23-171 and 25-113 of the Code of Ordinances of the City of Ottumwa

\*\*\*\*\*

RECOMMENDATION:

Pass the first reading of Ordinance 3218-2023, waive the second and third readings, and adopt Ordinance 3218-2023

DISCUSSION:

The city has received increasing complaints regarding large vehicles in residential areas which are running late into and/or through the night. Working with the city attorney the additional language is proposed to address this nuisance. During the process the non-emergency use of generators in residential locations was also noted. Language was added to address this concern as well. Lastly, there were two areas of the current code identified as out of date and in need of revision. Those were addressed in the current proposal.

Source of Funds:  
N/A

Budgeted Item  
No

Budget Amendment Needed: N/A

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

**ORDINANCE NO. 3218-2023**

**AN ORDINANCE ESTABLISHING RESTRICTIONS RELATED TO  
MOTOR VEHICLE NOISE IN RESIDENTIAL AREAS AND AMENDING  
SECTIONS 23-171 AND 25-113 OF THE CODE OF ORDINANCES OF  
THE CITY OF OTTUMWA**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
OTTUMWA, IOWA, THAT:**

**SECTION ONE.** Chapter 23 is hereby amended by repealing and replacing Section 23-171 as follows:

Sec. 23-171. Same – Residential districts.

- (a) No person shall drive any vehicle having a posted gross weight of over 16,000 pounds in any residential district in the city, except by special permit from the chief of police.
- (b) For the purpose of this section, the term “residential district” shall mean any property on which is located a building or structure used wholly or partially for living or sleeping purposes. This definition shall not include park custodial residences or school or college dormitories.

**SECTION TWO.** Chapter 25 is hereby amended by adding a new definition under subsection 25-113(a) as follows:

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Residential* means any property on which is located a building or structure used wholly or partially for living or sleeping purposes. This definition shall not include park custodial residences or school or college dormitories.

**SECTION THREE.** Chapter 25 is hereby amended by adding the following new subsection 25-113(f) and (g) as follows:

Sec. 25-113. – Noise prohibitions.

- (f) No person shall operate the engine, or auxiliary engine, of a motor vehicle with a manufacturer’s gross vehicle weight rating of 10,000 pounds or more for a period longer than 20 minutes while such vehicle is standing and located within 150 feet of property used for residential purposes. This subsection shall not apply to delivery or pickup vehicles that require the operation of the engine to unload or load their vending loads.



(g) No person shall utilize a generator to power a camper, residential vehicle (RV), trailer or similar vehicle designed wholly or partially for living or sleeping purposes within 150 feet of property used for residential purposes. This subsection shall not apply to park custodial residences or in the event of a power outage.

**SECTION FOUR.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

**SECTION FIVE.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION SIX.** Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

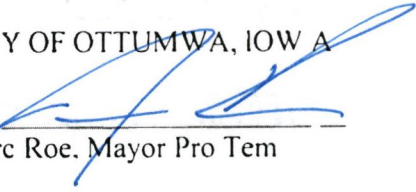
**SECTION SEVEN.** When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 5th day of September, 2023.

PASSED on its second consideration the ~waived~ day of \_\_\_\_\_, 2023.

Requirement of consideration and vote at two (2) prior Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED this 5th day of September, 2023.

CITY OF OTTUMWA, IOWA  
By:   
\_\_\_\_\_  
Marc Roe, Mayor Pro Tem

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.


\_\_\_\_\_  
Richard W. Johnson, Mayor

\_\_\_\_\_ Repassed and adopted over the veto this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_ Veto affirmed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by failure of vote taken to repass.

\_\_\_\_\_ Veto affirmed no timely vote taken to repass over veto.

ATTEST:



Sherric Jones, Acting City Clerk

## TERMINAL LEAVE OF ABSENCE, RESIGNATION OF EMPLOYMENT AND RELEASE AGREEMENT

Between  
Larry Seals  
and  
Ottumwa, Iowa

This Terminal Leave of Absence, Resignation of Employment and Release Agreement (hereinafter the "Agreement") is entered into by and between the City of Ottumwa, Iowa (hereinafter the "City"), and Larry Seals (hereinafter "Seals"), employed by the City as the Director of Public Works. For this Agreement to be binding, it must be approved by the City Council.

1. Seals agrees to a terminal leave of absence during which time he will serve as an Administrative Consultant to the City and irrevocably resigns his employment effective at the end of the day on June 18, 2024. The City has accepted this resignation.

2. Based upon the consideration contained in Paragraph 3, Seals agrees with the following:

- a) Seals will return all property of the City, including but not limited to, any and all information in his possession that would assist the City in its efficient operation.
- b) Upon complete execution of this Agreement, Seals agrees to perform the duties of Administrative Consultant as set forth in Paragraphs "c".
- c) In the role of Administrative Consultant, Seals agrees to consult with the City Administrator or his designee and provide consultation to the City on an as-needed basis. This work will be conducted remotely and Seals shall be available for calls Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. He will only be required to report to City Hall for pre-arranged meetings.
- d) If Seals secures and accepts an IPERS covered position during his terminal leave when he is serving as an Administrative Consultant, then all payments shall cease and Seals resignation shall be effective on or about the date he commences employment with the IPERS covered entity.
- e) Seals will not seek re-employment with the City. However, Seals may commence employment with Ottumwa Water & Hydro/Ottumwa Water Works at the end of the terminal leave period.

3. In return for resigning and agreeing to this release and fulfilling the terms of this Agreement, the City will provide Seals with the following benefits:



- (a) Seals shall be paid his regular salary through June 18, 2024 (the “terminal leave period”). The payments received during the terminal leave period shall be made on the regular paydays and be reduced by all applicable payroll taxes and deductions. The City makes no representations or guarantees regarding the effect of this Agreement on Seals’ entitlement to IPERS contributions and/or benefits. If IPERS makes a finding that the payments made during the terminal leave period are not IPERS eligible, Seals is releasing the City pursuant to Paragraph 5, for any claims or causes of action he may have regarding an adverse decision by IPERS.
- (b) Health insurance benefits shall continue through June 30, 2024, and his contribution, if any, towards these benefits shall be deducted from his paycheck.
- (c) Seals will retain any and all rights to health insurance as provided for by state or federal law after June 30, 2024. This insurance will be at Seals’ personal expense.
- (d) Accrual of any paid leave shall cease on July 12, 2023. Seals shall not receive any payout for accrued but unused paid leaves pursuant to the provisions of the City personnel policies. Any payments Seals would have been eligible to receive have been incorporated into the terminal leave payments he is receiving pursuant to Paragraph “a”.
- (e) The parties will formalize a mutually agreed upon letter of reference. Seals will direct any prospective employers seeking a reference to Phil Rath, City Manager. The City will only provide information regarding Seals’ length of employment, job duties, salary history, and any other information that is required to be produced pursuant to Iowa Code Chapter 22.

4. It is understood and agreed that Seals is not entitled to receive any compensation from the City other than as set forth in Paragraph 3 of this Agreement.

5. Based upon this Agreement, Seals fully and forever releases and discharges the City, and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Seals’s recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract,

claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted. Seals is not releasing any claims that cannot be released as a matter of law.

6. Special Provisions for Age Discrimination. In addition to the provisions contained herein, and by execution of this document, Seals expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended by the Older Worker Benefit Protections Act, and:

- a) Seals acknowledges that his waiver of rights or claims arising under the ADEA is in writing, written in a manner calculated to be understood, and is understood by him.
- b) Seals expressly understands that this waiver refers to rights or claims arising under the ADEA, as amended.
- c) Seals expressly understands that by execution of this document, he does not waive any ADEA rights or claims that may arise after the date this Agreement is executed.
- d) Seals acknowledges that the waiver of his rights on claims arising under the ADEA, as amended, is in exchange for the consideration outlined above, which is above and beyond that to which he is otherwise entitled to receive from the City.

7. Seals agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City or the individuals referenced in paragraph 5, arising out of or attributable to Seals' employment, or separation from employment with the City, or any other action or cause of action released above.

8. Seals warrants and represents that he has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Seals is the sole and absolute owner of all thereof and that Seals has not filed nor suffered to be filed on his behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.

9. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa including the provisions of Iowa Code Chapter 22.

10. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

11. The Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties to it, their heirs, executors, administrators, successors, and assigns.

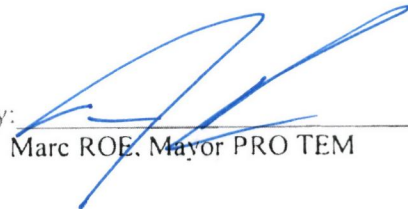
12. Seals further acknowledges that he has been advised of his right to consult an attorney prior to signing this Agreement, and in fact, has consulted an attorney. Seals signs this agreement knowingly and voluntarily and solely in reliance upon his own knowledge, belief, and judgment and not upon representations made by the City or others on its behalf.

13. Seals acknowledges that he received a copy of this Agreement on July 14, 2023, and that he was given up to twenty-one (21) days to consider this Agreement. Seals shall be in an unpaid leave status commencing July 18, 2023, while he is considering this Agreement.

14. Following the date of the full execution of this Agreement, Seals shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Seals chooses to revoke this Agreement, he shall serve notice of such in writing to Barb Codjoe, Human Resources Director.

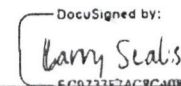
**CAUTION: READ CAREFULLY!  
THIS RESIGNATION OF EMPLOYMENT AND  
RELEASE AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS!**

FOR THE CITY:

By:   
\_\_\_\_\_  
Marc ROE, Mayor PRO TEM

Date: 9/5/2023

FOR THE EMPLOYEE:

DocuSigned by:  
By:   
\_\_\_\_\_  
Larry Seals

Date: 8/22/2023



# CITY OF OTTUMWA

## Staff Summary


**\*\* ACTION ITEM \*\***

Council Meeting of: 9/5/2023

Philip Rath  
Prepared By

Admin  
Department

Philip Rath  
Department Head

Philip Rath   
City Administrator Approval

AGENDA TITLE: Consideration of Funding Agreement for Holiday Nights and Lights Event  
\*\*\*\*\*

This Item is NOT a Public Hearing

RECOMMENDATION:

Approve the attached agreement and sponsorship of a display up to \$500 for the 2023 holiday season

DISCUSSION:

Greater Ottumwa Partners In Progress (GOPIP) is preparing for the 19th annual Holiday Nights and Lights and is in the process of seeking sponsorships for the varied displays. It is estimated the community event has hosted over 250,000 visitors over the life of the event. Additionally, local organizations volunteer to assist with the event. The attached agreement was drafted for the purpose of allowing the city to consider donating public funds toward the event, which can be done when the request can be illustrated to advance economic development of the community.

Source of Funds:  
N/A

Budgeted Item  
No

Budget Amendment Needed: N/A

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

## FUNDING AGREEMENT FOR HOLIDAY NIGHTS AND LIGHTS EVENT

This Agreement is made and entered into by and between the City of Ottumwa, Iowa, an Iowa municipal corporation (the “City”) and Greater Ottumwa Partners in Progress, an Iowa non-profit corporation (“GOPIP”).

### WITNESSETH:

WHEREAS, GOPIP was created as an economic development catalyst, the volunteer members of which are citizens, unions, businesses and organizations who invest in the corporation; and

WHEREAS, the City and GOPIP desire to promote continued economic development within the community, and seek to promote economic development by retaining existing industry and attracting new business and industry to the City, which in turn will increase the business and employment opportunities for the citizens of the community, increase tax revenues, and will continue the economic vitality of the community; and

WHEREAS, GOPIP organizes a large holiday light display in Greater Ottumwa Park, known as Holiday Nights n’ Lights, which attracts visitors to the City during the months of November and December; and

WHEREAS, Iowa Code Chapter 15A provides that cities may provide grants and other financial assistance to private persons and businesses to advance economic development; and

WHEREAS, the City and GOPIP believe the fulfillment generally of this Agreement is in the best interest of the citizens of the City, and the City believes this Agreement is in accord with the public purposes and provisions of the applicable State and local laws and requirements under which this Agreement is being undertaken and under which GOPIP is being assisted, under the terms and conditions set forth herein.

### IT IS AGREED AS FOLLOWS:

1. **TERM.** The term of this Agreement shall commence upon execution by both parties and continue through December 31, 2023.
2. **REPORTS.** GOPIP agrees to submit a report to the City by February 1, 2024, with an accounting of the expenditures of funds provided by the City pursuant to Section 4 of this Agreement. The report shall also include information on the number of visitors to the Holiday Nights n’ Lights display for the season.

3. **SCOPE OF SERVICES.** The Services to be provided by GOPIP to the City include, but are not limited to:
  - a. Organizing and managing a large drive-through holiday light display in Greater Ottumwa Park, which attracts visitors to the City during the months of November and December.
  
4. **FUNDING FOR SERVICES.** In exchange for GOPIP's provision of the services described herein, in furtherance of the goals and objectives of Iowa Code Chapter 15A, the City agrees, subject to GOPIP being and remaining in compliance with the terms of this Agreement, and subject to the terms and conditions of this Agreement, to provide GOPIP with funding as follows:
  - a. UP TO \$500.00 SPONSORSHIP OF A LIGHTED DISPLAY
  
5. **WAIVER OF WARRANTY.** GOPIP warrants and represents only that it will work diligently to perform the services required by this Agreement. GOPIP makes no warranty or representation that the services performed pursuant to this Agreement will produce results desired by the City.
  
6. **INDEMNIFICATION AND INSURANCE.** GOPIP shall provide adequate coverage to insure its operations. Further, to the extent permitted by law, GOPIP shall hold harmless, and indemnify the City, its elected officials, officers, directors, employees and agents from any and all claims, suits, actions, costs and fees, including but not limited to attorney's fees, interest and expenses growing out of or connected with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of GOPIP, its officers, directors, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.
  
7. **CONFLICT OF INTEREST.** GOPIP shall establish and follow policies prohibiting its officers, directors, agents, and employees from using City funds for their own private use.
  
8. **GOVERNING LAW.** This Agreement shall be governed and construed by the laws of the State of Iowa both as to interpretation and performance.
  
9. **REQUIRED NOTICES OR REPORTS.** Any notices, reports, records, or documents required under the terms of this Agreement shall be deemed sufficiently delivered if made in writing and sent by first class mail or personal service to:

**FOR THE CITY**  
City of Ottumwa  
Attn: City Administrator  
105 East Third Street  
Ottumwa, IA 52501

**FOR GOPIP**  
Greater Ottumwa Partners in Progress  
Attn: Executive Director  
217 East Main Street  
Ottumwa, IA 52501



- 10. TERMINATION.** Either party, upon ninety (90) days written notice to the other, may terminate this Agreement. Upon termination, the City agrees to pay GOPIP a prorated amount for all services performed pursuant to this Agreement prior to the effective date of termination. In the event the City has paid for services in advance, which were not rendered before the effective date of termination, then GOPIP shall return to the City the prorated portion of the advance payment for services not rendered before the termination.
- 11. SUCCESSORS AND ASSIGNS.** Each party, and their respective successors, executors, administrators and assigns, shall be bound by the terms of this Agreement. Neither party shall assign nor transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party hereto nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this agreement.
- 12. AMENDMENTS.** This agreement may not be amended or modified except by written agreement of the City and GOPIP.
- 13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties regarding the subject herein and supersedes all previous communications or understandings, whether oral or written.
- 14. SAVINGS CLAUSE.** If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 15. NO JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- 16. NON-WAIVER.** Failure of either party to take action to enforce compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or any authorization granted hereunder terminated, or to exercise any right or privilege hereunder, shall not be construed as a continuing or future waiver of such term, condition, right or privilege, but the same shall be and remain at all times in full force and effect.

GREATER OTTUMWA PARTNERS IN PROGRESS

\_\_\_\_\_  
President

Date \_\_\_\_\_

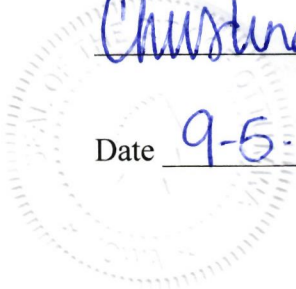
CITY OF OTTUMWA

Richard W. Johnson  
Mayor

ATTEST:

Christina Reinhard

Date 9-5-2023



received  
9-1-23 830A

Item No. I.-1.

09/01/2023

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: September 5, 2023

\_\_\_\_\_  
Engineering Department  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
\_\_\_\_\_  
Department Head

*Phy Rt*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #132-2023. Approve Change Order #7 for the Blake's Branch Sewer Separation Phase 8, Division 1 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 #132-2023.

DISCUSSION: Change Order #7 is to provide compensation to the Contractor for construction of 8-inch PCC Pavement for Burlington Street and for construction of 9-inch PCC pavement on Main Street.

Change Order #7 increases the contract amount by \$247,726.23. The new contract sum is \$12,421,523.41.

Blake's Branch \$5,414,099 (in TIF district) Main Street  
Blake's Branch \$1,568,433 (outside TIF) Birch Street  
Blake's Branch \$2,502,669 (in TIF district) South of Main Street  
OWW \$1,957,173

Contract	\$11,742,070.00
CO #1	\$ 51,625.13
CO #2	\$ 21,037.50
CO #3	\$ 68,646.00
CO #4	\$ 273,498.62
CO #5	\$ 4,590.00
CO #6	\$ 12,329.93
CO #7	\$ 247,726.23
New contract	\$12,421,523.41

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No



RESOLUTION #132-2023

A RESOLUTION APPROVING CHANGE ORDER #7  
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8. DIVISION 1 PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

WHEREAS, Change Order #7 increases the contract amount by \$247,726.23 resulting in a new contract sum of \$12,421,523.41:

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.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of September, 2023.



CITY OF OTTUMWA, IOWA



---

Marc Roe, Mayor Pro Tem

ATTEST:



---

Sherrie Jones, Acting City Clerk



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

August 21, 2023

**CHANGE ORDER NO. 7**

OTTUMWA, IOWA

BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 21

This change order is to provide compensation to the Contractor for construction of 8-inch PCC Pavement on Burlington Street as described in Supplemental Information SI-013 and SI-019. Additionally, this change order includes compensation to the Contractor for construction of 9-inch PCC Pavement on Main Street, East of Iowa Avenue as described in Supplemental Information SI-018.

During construction of new PCC pavement on Main Street, the City requested construction of PCC pavement at the Burlington Street intersection. The intersection required coordination with commercial businesses to ensure access to their properties. The Contractor had to hand place concrete in phases, including working at night and on the weekend, and in some sections of pavement the Contractor used a high early mix of concrete to ensure customers could open their business the next workday.

Additionally, the City requested deteriorated section of Main Street, east of Iowa Avenue to be replaced with new 9" PCC pavement. This section of Main Street will be closed to traffic and allow the contractor to replace large sections of PCC pavement without disrupting businesses.

The cost adjustment for the added works is based on a unit price negotiated with the Contractor as follows:

Change Order No. 7 makes the following modifications to the contract:

Add New Item 1.76, 1,050 Square Yards of "Portland Cement Concrete Pavement, 8", Burlington Street". *Unit price includes all labor, materials, and equipment necessary for construction of pavement including jointing, tie bars, forming, manhole and valve fixture adjustment, subgrade preparation, concrete, M-4 mix concrete, backfill, finished grading, testing, consolidating, finishing, curing of concrete, and miscellaneous work; integral curb and gutter is incidental to item. Measurement will be in square yards based on surface area of new pavement installed for project."*

40978

Add New Item 1.77, 1,881 Square Yards of "Portland Cement Concrete Pavement, 9", Main Street, East of Iowa Avenue". Unit price includes all labor, materials, and equipment necessary for construction of pavement including jointing, tie bars, forming, manhole and valve fixture adjustment, subgrade preparation, concrete, backfill, finished grading, testing, consolidating, finishing, curing of concrete, and miscellaneous work; integral curb and gutter is incidental to item. Measurement will be in square yards based on surface area of new pavement installed for project."

The price breakdown for the changes to the scope of work listed above is as follows:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.76	1,050 SY	\$86.65	\$ 90,982.50
Item #1.77	1,881 SY	\$83.33	\$156,743.73

**Change Order No. 7 increases the contract amount by \$247,726.23.**

**LANGMAN CONSTRUCTION, INC.**

By Brian Gaul

Title: Project Manager

Date 8/28/2023

**VEENSTRA & KIMM, INC.**

By Randy Johnson

Title: Project Engineer

Date 8/29/2023

**CITY OF OTTUMWA, IOWA**

By Phil Bryman

Title: Acting Director of Public Works

Date 08-29-2023

**ATTEST:**

By [Signature]

Title: Mayor Pro Tem

Date 9-05-2023



**received**  
9.2.23 430

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Sep 5, 2023

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #136-2023 - Approve updates to Personnel Policy

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #136-2023

DISCUSSION: Changes in the personnel policy are outlined on the next page and highlighted in the actual policy.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



#### Article 8 - Wages / Job Classifications

Updated to include the passing of the Compensation Handbook and the date.

#### Article 10 - Benefits

Added a clause pertaining to extending vacation time due to a department that is understaffed. This must be approved by the City Administrator and may vary by department (due to number of staff). The intent is to encourage employees to use vacation but not to punish them by not being properly staffed.

#### Article 18 - Workers Compensation

Restructured the section to identify the process and who our carrier is. We will follow their administrative policies.

#### Article 34 - Separation from City Service

Added "Employees not providing this timeline of a notice will not be paid out their accrual balances (other than comp time)". This has been past practice and is in some of the collective bargaining agreements.

RESOLUTION NO. 136-2023

RESOLUTION APPROVE UPDATED PERSONNEL POLICIES AND PROCEDURES

**WHEREAS**, the City of Ottumwa, Iowa had approved a revised Personnel Policies and Procedures manual on June 2, 2020, which incorporated the current practices regarding Wages / Job Classifications, Benefits, Workers Compensation and Separation from City Service as part of the document and;

**WHEREAS**, staff for the City of Ottumwa has reviewed the current policies regarding Wages / Job Classifications, Benefits, Workers Compensation and Separation from City Service and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

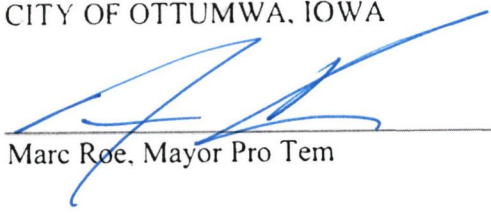
**WHEREAS**, staff has drafted and revised the Personnel Policies and Procedures to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the current Personnel Policies and Procedures approved on June 2, 2020 and any supplements thereafter are hereby repealed and that the attached Personnel Policies and Procedures are hereby adopted in their place with an effective date of September 5, 2023.


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

PASSED, ADOPTED and APPROVED this 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Marc Roe, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk





**CITY OF OTTUMWA**

**PERSONNEL POLICIES AND PROCEDURES**

**Passed by resolution  
JULY 19, 2020**

**Updated  
September 2023**

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## **ARTICLE 1. GENERAL PROVISIONS**

The purpose of these Policies and Procedures is to establish a fair and equitable system of personnel administration that will allow for the efficient and effective public service for the City of Ottumwa.

These Policies and Procedures shall apply to all full-time and regular part-time City employees. Each department may adopt their own policies and procedures that are more stringent than these policies with approval of the City Administrator; but in no event shall they be less stringent.

In case of conflict with a collective bargaining unit agreement, the contract shall supersede these personnel policies of the City. In case of conflict with more stringent departmental rules, the departmental rules shall supersede these personnel policies of the City.

In the case of conflict with Chapter 400 of the Iowa Code (Civil Service) or any other Iowa statute or Federal Regulation, the statute or Federal Regulation shall supersede the personnel policies of the City.

These Policies and Procedures and any amendments shall become effective upon adoption by resolution of the City Council.

The City Administrator may adopt, amend, and rescind administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement as necessary for the proper administration of the City. Department heads may adopt, amend, and rescind departmental administrative policies and procedures not in conflict with these Policies and Procedures or any collective bargaining agreement, or the City Administrator directives, as necessary for proper departmental administration. A copy of all individual department policies and procedures are to be maintained in Human Resources.

These Policies and Procedures are designed to acquaint you with the City of Ottumwa and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. Personnel policies and handbooks do not address each and every situation. There may be work rules that are not set forth in the handbook. Employees are expected to abide by all work rules, performance standards, supervisor directives, or conditions of employment once they receive notice of them either orally or in writing.

Ottumwa citizens are our organization's most valuable assets. Every employee represents the City of Ottumwa to its citizens and the public as a whole. The way we do our jobs presents an image of our entire organization. Citizens will judge all of us by how they are treated with each employee contact. Our first priority should be toward the citizens of our community. Nothing is



more important than being courteous, friendly, helpful and prompt in the attention we give our community.

## **ARTICLE 2. EMPLOYMENT AT WILL**

This manual has been prepared to advise employees of their responsibilities as an employee of the City of Ottumwa, Iowa and the many benefits and privileges they may enjoy. It is presented as a matter of information only. It is not a written contract or a legal document. While the City believes in the policies and procedures described, it is committed to reviewing them continually, and reserves the right to change or terminate any or all of them at any time.

Unless otherwise provided for in a written employment contract authorized by the Ottumwa City Council, or in a collective bargaining agreement, all employment relationships with City of Ottumwa, Iowa are at-will. At-will employees of the City of Ottumwa, Iowa are not guaranteed, in any manner, employment for any period of time. Just as the employee retains the right to terminate employment at any time, for any reason, the City of Ottumwa retains a similar right. No policy or practice of the City shall be construed to change this relationship. Only the City Council has the right to modify or change this practice, and such action must be in writing.

These personnel provisions may not be all-inclusive, are subject to interpretation by the City Administrator or designee, and represent brief summaries of City guidelines, which are subject to change without prior notice at any time at the sole discretion of the City Council. This handbook supersedes and replaces all previous handbooks and policies.

Nothing in these guidelines, creates, is intended to create, or shall be construed to constitute an express or implied contract of employment between the City and employees. No City employee can make any representation otherwise. Any representation by any City employee does not change these conditions of employment and cannot be relied upon.

## **ARTICLE 3. EQUAL EMPLOYMENT OPPORTUNITY**

The Policy of the City of Ottumwa is to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated by reason of race, color, religion, creed, sex, age, veteran status, national origin, disability, sexual orientation, gender, citizenship status, familial status, political affiliation, genetic information or testing, gender identity or expression or any other legally protected status which may be protected by applicable federal or state law with respect to hiring, upgrading, transfers, recruitment advertising, recruitment, selection, placement, promotion, demotion, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. Other protected groups include those who have been arrested but not convicted of a crime, individuals infected

with HIV, individuals who smoke outside the workplace, and individuals who are actively involved in politics or local unions.

1. Any communication from an applicant for employment, an employee, a government agency, or an attorney, concerning any equal employment opportunity matter shall be referred to the City Administrator or designee for action.
2. While overall authority for implementing this Policy is assigned to the City Administrator or designee, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Employees who believe they are the victims of discrimination have a responsibility to promptly report this fact to their supervisor and/or the City Administrator or designee.
3. Complaints of discrimination by an employee will be handled and investigated under the City's Grievance Procedure, unless special procedures are considered appropriate, such as referral to the Iowa Civil Rights Commission or another outside investigator. All complaints of discrimination will be investigated promptly and in an impartial and confidential manner. The City prohibits retaliating against employees who engage in "protected activity" such as complaining about discrimination or harassment, or participating in an investigation. The City prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.

*For further information, please contact Human Resources.*

#### **ARTICLE 4. RECRUITING**

The City of Ottumwa believes that hiring qualified individuals to fill positions contributes to the overall success of the City. Each employee is hired to make significant contributions to the City of Ottumwa. The City of Ottumwa also strives to retain employees through an environment that creates opportunity and encourages advancement.

The City of Ottumwa has adopted an internal and an external posting process that may run concurrently. Positions will be posted on designated employee communication boards at each location along with electronically in UKG (the City's Human Resources Information System).

*For additional information, please review policy #75 – Hiring Policy and Process.*

#### **Background Checks:**

To ensure that individuals who join the City are well qualified and have a strong potential to be productive and successful employees, it is the City's policy to investigate the backgrounds and employment references of applicants. In addition, the City may conduct background investigations when employees are being considered for promotions or transfers, or in furtherance



of an internal investigation of alleged misconduct. Background investigations will be conducted at City's discretion and in accordance with federal and state law.

Motor Vehicle checks for employees who drive on behalf of the City or have required CDL licenses will be conducted annually, including required annual checks with the Federal Clearinghouse. The City relies on the accuracy of information contained in employment applications, as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or these data may result in an applicant being excluded from further consideration for employment or, if an individual has already been hired, termination of employment.

**Use of Information Obtained in a Background Investigation:**

Information obtained from a background investigation will be considered for employment purposes as permitted by federal and state law and in accordance with City's Equal Employment Opportunity Policy.

Information will be reviewed to determine:

- Whether false statements or material omissions were made by an individual on an application for employment or during an interview;
- Whether an applicant or employee, based on the job duties of the position in question, poses a threat to security and/or employee safety in the workplace; *and*
- The likelihood of an applicant or employee being successful and productive on the job.

*For additional information, please review our Background Check Policy.*

**Recalling or reinstating former employees**

Employees who leave service with the City due to resignation, retirement, or layoff MAY be eligible to return to employment with the City. Employees who separate from the City reasons other than layoff, are applying for a different position, and/or the Preferred List for their position classification has timed out may apply for positions through the regular civil service entrance list or hiring procedures for the respective position.

This does not refer to seasonal or part-time employees who may be reinstated on an annual basis upon recommendation of the affected Department Head and approval of the City Administrator.

**Recall from Layoff:**

Employees who have been laid off will be placed on a "Preferred List" for their respective position classification for up to three years from the date of the layoff (in accordance with Section 5.2 of the Ottumwa Civil Service Commission – Local Rules & Regulations).



Whenever the Employer is looking to fill a vacancy, the affected Supervisor shall first identify if any names appear on a Preferred List for the particular position classification. If any names appear on the list, appointments shall be made from that list in the order of greater seniority until the list has been exhausted or time expires.

**Reinstatement:**

In accordance with the City Personnel Policy employees returning to City service through Preferred Lists, Entrance Lists, or other open hiring practices for the City will be assigned their most recent “Date of Hire” upon their return. The Date of Hire is typically referenced for purposes relevant to seniority.

Where “Years of Service” is utilized (e.g. calculating vacation benefits) the returning employee shall receive credit for their prior service in the same job classification and / or department in regular, full time position(s). This applies to employees who are returning to active employment within three (3) years of their previous separation date.

In these instances the Employer will establish an “Adjusted Date of Hire.” The Adjusted Date of Hire will be calculated by identifying the total number of days the Employee had previously served in a regular, full-time position for the City and roll back this total from the current Date of Hire.

**ARTICLE 5. CIVIL SERVICE**

The duties and powers of the Civil Service Commission are set forth in Chapter 400 of the Code of Iowa, as if may be amended from time to time. The Mayor appoints Civil Service Commission members. The Commission will issue its own policies and procedures. The City Clerk serves as the Secretary to the Civil Service Commission as provided by Chapter 400 of the Code of Iowa.

The City Clerk keeps current lists of those employees covered by Civil Service as well as seniority lists in each employment category. Lists are posted at City Hall.

Seniority with the City is the length of an employee’s continuous service with the City 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 civil service classification.

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

1. Quits or retires;
2. Discharge, and discharge is not reversed through grievance procedure;
3. Fails to report to work at the end of a leave of absence;

4. Does not report for work for a period of three consecutive days, and does not notify the Employer; or
5. Has been laid off. When the work force is reduced, the employee loses his/her seniority rights. Employees facing work force reduction will be given at least two weeks of notice of the layoff. Employees facing a reduction through layoff or job abolishment may apply for any open positions in the City or may test for another position in accordance with civil service rules.

Job posting for open positions within the Public Works and Muni Bargaining Agreement positions will be dated and transfers of employees will be at the convenience of the City but preferably no later than forty (40) days after the date of the job posting. Notice of all vacancies or newly created positions will be posted by the City on the employee bulletin board and in UKG. Employees, with civil service seniority in that classification, shall be given ten (10) calendar days' time in which to make application to fill the position. The employee with the best qualifications, as determined by the Department Head, will be assigned to fill the position. The employee has fourteen (14) days to disqualify him/herself and return to their former position if it is available. Employees may only exercise the self-disqualification once every two (2) years. The City has up to thirty (30) days to disqualify employees and return that employee to his/her former position if it is available.

#### **ARTICLE 6. RESIDENCY REQUIREMENTS**

Unless specified in a collective bargaining agreement, 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.

#### **ARTICLE 7. NEPOTISM**

It is the policy of the City of Ottumwa to hire and promote employees on the basis of their qualifications, merits and for the good of the public service. It is the policy of the City of Ottumwa to prohibit nepotism in hiring, promotion, demotion, termination or other personnel actions pertaining to city employees, and to avoid the appearance of nepotism in personnel actions.

For purposes of this policy, nepotism is defined to mean that the City will not hire members of the same family, as hereinafter defined, to work in the same department or division within a department. Family members are defined for the purpose of this section of this policy as follows: parent, stepparent, child, stepchild, stepsibling, daughter, sibling, spouse, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, half-sibling, cohabitating couples.



The following family members are not allowed to have direct or indirect supervisory or administrative authority over any family member, as hereinafter defined. Family members are defined as those in the previous paragraph in addition to any aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grand-parent-in-law, first cousin.

Family members working in the same department as of the date this policy is adopted will be exempt from this policy. Employees who become family members after the adoption of this policy will also be exempt, although future transfers, promotions and new shift assignments shall be governed by this policy. Employees who marry each other or cohabit together after they are both employed by the City, shall notify the City and, if one of them is in a supervisory position over the other, the employee in the supervisory capacity shall be discharged unless the other employee, within thirty (30) days of such marriage, resigns or transfers to a vacancy in another department for which he or she can qualify.

Exceptions – The Ottumwa Beach may have family members working at the Beach. However, employees may not be supervised by family members.

#### **ARTICLE 8. WAGES/JOB CLASSIFICATIONS**

Non-bargaining unit employees, excluding Department Heads, will be paid in accordance with the City's Compensation Handbook adopted by the City Council on July 18, 2023.

Employees will be paid on a bi-weekly basis. If the regular payday occurs on a holiday, the preceding workday is the payday. Direct deposit must be set up for each employee, except for those employees whose hire date precedes July 1, 2005. Those employees may continue to receive an actual check. A holiday may require the direct deposit to occur the next working day after the holiday.

Copies of paychecks are available in UKG the morning of payday. Employees receiving a paper check will be available for the Department Heads or their designee to pick up in the Finance Department after 11:30 a.m. on payday.

Employees on each payday will receive in addition to their check or direct deposit stub, a statement showing gross pay, deductions, and net pay. State and Federal taxes, as well as pension withholding required by Federal and Iowa law, will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation, such as garnishments. Employees may elect to have additional City approved deductions taken from their pay only if they authorize the deductions in writing.

Employees who discover a mistake in their paycheck, should notify the Finance Department immediately. Employees are responsible for promptly reviewing each paystub to



determine if there are any errors. In the case of mistake on the part of the Finance Department, the error will be remedied promptly. If the mistake was on the part of the employee, it will be corrected on the next paycheck. However, the employee is solely responsible for any monetary loss, and the City cannot be responsible for the loss or theft of money from an employee's account.

Employees may discuss any questions or concerns regarding their rate of pay and/or the City's pay plan with their Supervisor, Department Head, Finance or Human Resource Department.

### ***Employee Definitions***

**Full-time Employee** – An employee is considered a full-time employee if they are scheduled to work 40 or more hours a week on a regular basis.

**Regular Part-time Employee** – An employee is considered a part-time employee if they are scheduled to work less than 40 hours a week on a regular basis.

**Variable Part-Time Employee** – An employee is considered a variable part-time employee when they are scheduled less than 30 hours per week and their hours will vary week to week.

**Seasonal Employee** - Seasonal employees are defined as those who work on a seasonal basis (typically no more than 6 months) at one or more of the various departments within the City. These employees will work varied schedules pursuant to the department's operating hours. Seasonal employees will receive no benefits other than those afforded to them by State or Federal regulations.

**Contracted Employee** – A contracted employee is one that is hired through our current employment agency. The contracted employee will be paid directly by the employment agency and all benefits will be offered through the employment agency, not through the City of Ottumwa.

**Exempt Employee** – An employee is considered exempt meaning they are exempt from the overtime rules of the Fair Labor Standards Act (FLSA). This is because they are classified as an executive, professional, administrative or certain computer professional employee and meets the specific criteria for the exemption. With some limited exceptions, exempt employees must be paid on a salary basis.

**Non-exempt Employee** - An individual who is not exempt from the overtime provisions of the FLSA and is therefore entitled to overtime pay for all hours worked beyond 40 in a workweek (unless stipulated otherwise in a collective bargaining agreement). Nonexempt employees may be paid on a salary, hourly or other basis.

### Overtime/Compensatory Time

Consistent with efficient operations and service, it is City policy that overtime be minimized. Overtime must be authorized by the Department Head prior to its utilization.

Overtime is time authorized by the Department Head or designee in advance, assigned, and worked by employees in non-exempt positions in excess of the regularly scheduled work shift or workweek. Overtime is paid at the rate of one and one-half times the employee's regular hourly rate of pay for hours over 40 per week, or as defined by the Fair Labor Standards Act.

- Overtime rates for police and fire departments are different as bargained and as pursuant to the Fair Labor Standards Act.
- Due to the nature of their work, field supervisors will have overtime figured as per their department's collective bargaining agreement. This applies to classified events (snow, flooding, etc.), call-backs, and mandatory overtime
  - Field Supervisors are defined as those non-exempt supervisors working in Streets, Sewer, Traffic, Central Garage, Engineering Supervisor, Water Pollution Control and the Recycling Center.

Unless negotiated as part of a collective bargaining agreement, paid holidays, incentive time, vacation, sick leave or comp. time are not considered as time worked under Fair Labor Standards.

Compensatory time off in lieu of overtime is calculated at the rate of one and one-half times the employee's regular hourly rate of pay. Compensatory time may be accumulated up to a maximum of one hundred (100) hours; not more than forty (40) hours may be carried past November 1 each year. A Department Head may reduce overtime for non-union covered non-exempt positions by allowing flex time during the week overtime would be accumulated. For instance, if an employee works an hour of overtime on Tuesday, the Department Head may allow the employee to leave an hour early on Friday of the same week that overtime occurred.

Payment for overtime, flex time or compensatory time off is determined by the Department Head.

Once an employee moves from a non-exempt position to an exempt position, any comp time that they have accumulated will be paid out on their next scheduled pay at their last hourly rate.

An employee on paid leave shall be considered on paid leave until their next scheduled work day and will not be called in for overtime unless in the case of an emergency.



## **ARTICLE 9. HOURS OF WORK**

It is the policy of the City of Ottumwa to establish the time and duration of working hours as required by workload and service needs, the efficient management of human resources, and any applicable law. The City expects its employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

The normal workweek is Sunday through Saturday, and consisting of eighty hours within a pay period. Fire, Police and other personnel may have varying schedules. Department Heads or designee may schedule overtime or extra shifts when it is necessary. Employees are not permitted to work overtime without the prior approval of their Supervisor or Department Head.

All non-exempt employees are required to complete an individual time record showing the daily hours worked. All non-exempt employees are required to punch into the UKG System when reporting to duty and punch out of the UKG System when ending their shift. Employees are NOT allowed to work "off the clock." Employees who fail to properly punch in and out for work and meal periods will be subject to disciplinary action, up to and including termination of employment.

Each Department Head or designee will determine the scheduled hours for employees. The Department Head or designee will inform employees of their daily work schedule, including meal periods and breaks, and of any changes that are considered necessary or desirable by the City. When able to do so, breaks should be taken at the work location.

Breaks are defined as short periods of rest lasting less than 20 minutes and are considered compensable time. Meal periods are 30 minutes or longer and aren't compensable time unless the employee is required to continue working while eating. Employees are to be completely relieved from duty during their meal break. If a nonexempt employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Personnel employed in executive, administrative, or professional capacities generally are exempt from the provisions of the Fair Labor Standards Act. These employees are not required to fill out hourly time records but must account for daily attendance and time spent on particular categories of activities to be accountable for public projects and for payroll purposes.



## ARTICLE 10 - BENEFITS

The City's Benefit package is set out as follows. It should be noted that this package can vary between departments and employees covered by independent boards and pursuant to applicable collective bargaining agreements. The following is a general overview of these benefits. Employees with specific questions regarding the benefit package within their department should address those questions to their Department Head, Supervisor or Human Resources.

Unless otherwise stated, Variable Part-time, Seasonal and Contracted employees are not eligible for benefits.

### HOLIDAYS:

The following will be recognized as paid holidays for City employees unless otherwise stipulated except those employees covered by independent boards or collective bargaining agreements.

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
Labor Day	Christmas Day
Martin Luther King Day	President's Day

One (1) day (eight (8) hours) the last working day before or after Christmas, as designated by the Mayor.

Full-time employees will be paid at eight (8) hours per holiday. Regular part-time employees will be paid a pro-rated amount based upon their budgeted hours.

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.

Any employee eligible for overtime under Article 8, who works by request of the employer on his/her holiday shall be paid the holiday pay plus overtime rate of one and one-half (1 ½) times his/her regular rate for hours worked. Police and Fire personnel who are granted holidays to be taken in conjunction with vacation and other leave will not be paid overtime for working the scheduled holidays.

An employee shall forfeit his/her right to payment for any such holiday if he or she has an unexcused absence on the last regular working day preceding such holiday or on the next regular working day following such holiday.

For religious or other holidays not listed above, an employee must use vacation or personal days.

For Public Safety employees (Fire and Police), holidays will be granted as floating holidays.

- Police – Lieutenants and the Police Chief will be given 88 hours of holiday pay each year on November 1<sup>st</sup>. Holiday pay not used by October 31<sup>st</sup> shall be forfeited.
  - Sergeants will receive 132 hours of holiday pay due to working 2184 hours per year.

**VACATION:**

It is the policy of the City of Ottumwa to grant its employees paid vacation time to accrue based on years of service. Use of accrued vacation time is to be granted, with due consideration to departmental staffing needs.

All full-time employees and regular part-time employees will accrue vacation leave benefits. Part-time employees will accrue vacation leave on a pro-rated basis based upon the number of hours budgeted each fiscal year.

Every employee shall be eligible for a vacation with pay after successfully completing the probationary period. Employees shall start to earn vacation leave at their first date of employment and shall accrue vacation time bi-weekly. Vacation accrual increases will take effect on the anniversary date. Employees receiving an increase in vacation will accumulate as set out below.

Vacation allowance shall be earned annually and shall be based on the employee's anniversary date as follows, unless otherwise stipulated by an employment agreement with that employee:

Employees working 2080 hours annually

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	80 hrs – 2 weeks	3.08 hours
6 through 12 years	120 hrs – 3 weeks	4.62 hours
13 through 20 years	160 hrs – 4 weeks	6.15 hours
Over 20 Years	200 hrs – 5 weeks	7.69 hours

Employees working 2184 hours annually

Years of Service	Vacation Period	Bi-Weekly Vacation Accrual
0 through 5 years	84 hrs – 2 weeks	3.24 hours
6 through 12 years	126 hrs – 3 weeks	4.85 hours
13 through 20 years	168 hrs – 4 weeks	6.47 hours
Over 20 Years	210 hrs – 5 weeks	8.08 hours

Upon retirement, death, or any other type of separation, vacation credit shall be given based on the employee's accumulation.

Vacation requests shall be made in the following manner:

1. Vacation requests must be made through UKG. All requests will be routed to the direct supervisor for approval. All vacation requests must be approved by the Department Head or designee or City Administrator before vacation may be taken. Scheduling of vacation time shall be the responsibility of Department Head or designee, subject to staffing needs.
2. Vacation periods may be changed after they are approved only with the approval of the Department Head or designee or City Administrator.

Accrued vacation will be limited to an amount equal to 1 ½ times the employee's annual accrual rate at any point in time. Once that limit is met, the employee will begin to lose vacation accrual over the limit. It is the employee's responsibility to watch their accruals set out in their paystub to determine when the employee could lose vacation time if not used.

If a department is deemed as understaffed for more than 6 months by the Department Head and City Administrator, the City Administrator may grant an exception to allow vacation time to accrue past the 1 ½ times the accrual rate. Once the accrual rate reaches 2 times the accrual rate, the employee will be paid out for vacation above that balance. This payout will be made on the last paycheck of each month that the department is deemed as understaffed and the employee accrues over their maximum rate.

- Supervisors may initiate this process but initial approval will be from the Department Head. The Department Head will then present to City Administrator for final approval. HR will be notified to adjust the HRIS and file the paperwork authorizing the extension.

Once the department is staffed to an acceptable level, employees will be given the choice to either:



- Have their current balance paid out down to 1.5x their accrual amount and their accrued limit be reset
- OR
- Have an additional 6 months from the date the department is deemed staffed to an acceptable level to take their vacation and then their accrued limit will be reset

An employee called in to work on a vacation day will receive pay of time and one half plus the vacation pay (double time and a half) or be paid time and one half and receive another day off later.

### **SICK:**

It is the policy of the City of Ottumwa to grant its employees paid sick time to be used during times of incapacitation for work. This includes time needed to address the medical needs of an immediate family member. An illness or injury to spouse or minor child which requires the employee's immediate attention will cause time to be used from sick leave to make arrangements for medical and other needs up to a maximum of eighty (80) hours per fiscal year.

Sick pay is not, however, interchangeable with paid vacation. The use of sick pay by any employee for non-medically related absences from work is considered to be sick pay abuse and subjects the employee to disciplinary action.

All full-time employees and regular part-time employees will accrue sick pay benefits. Part time employees will accrue sick pay on a pro-rated basis based upon the number of hours budgeted each fiscal year. Seasonal and/or temporary employees will not accrue sick pay benefits.

Any eligible employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his/her employment shall receive sick pay, subject to the provisions of this policy. Sick leave does not include elective cosmetic procedures. If an employee is exposed to a contagious disease and a doctor certifies the employee would endanger the health of others by attendance at duty, sick pay may be used.

Employee doctor and dentist appointments may also be charged as sick pay when they cannot be scheduled outside the employee's regular work hours. Sick pay will only be allowed for the doctor's appointment and reasonable travel time to and from the doctor's office.

Eligible employees working 2080 hours annually shall earn and accrue sick pay at the rate of 7.39 maximum hours per pay period for continuous service starting on the date of entry to the service unless provided for otherwise pursuant to a collective bargaining agreement. Employees working 2184 hours annually will earn 11.08 hours per pay period.

On the first payday after November 30<sup>th</sup> of each year, each current employee shall be paid for 25% of accrued sick pay according to the following schedule:

- Employees working 2080 hours annually – hours in excess of 1920, up to a maximum of forty-eight (48) hours and the employee’s sick pay accrual will be reduced to 1920 hours.
- Employees working 2184 hours annually – hours in excess of 2016, up to a maximum of 50 hours and the employee’s sick pay accrual will be reduced to 2016 hours.

The date used will be the pay period ending closest to November 1 of each year for determining payment. An individual must be employed at that time to be eligible for the payout.

Unless otherwise provided in a collective bargaining agreement, beginning November 1 of each year, each employee receives 8 hours casual time which must be used by the following October 31st. Casual time is deducted from employee’s accumulated sick pay.

- Employees working 2184 hours annually will receive 12 hours of casual time annually.

An employee, on leave because of an occupational disability related to his\her employment, may take such sick pay allowance to which he\she is entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Sick pay may be used for absence caused by sickness, injury, disability, or pregnancy. Sick pay will not be used for employees on vacation or holidays. Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation.

**Donated time** - Employees who have exhausted their sick pay may utilize vacation leave donated by another employee. Donations are voluntary and shall be turned in confidentially to the Human Resources department for the benefit of the employee on sick pay.

The Department Head or City Administrator may require that the use of sick pay be supported by a doctor’s statement if the employee (or immediate family member) is off three (3) or more consecutive workdays OR takes more than three (3) workdays off in any 90 calendar day period. An employee returning to work following serious illness or incapacitation will be required to present a written release from his\her physician at the employee’s expense. *Please see our Leave Policy for more information.*

Employees shall at all times submit to examination by such medical examiner as may be designated by the city, when required by the appropriate department head or City Administrator.



In cases of extended use of sick pay, the employee may be required to appear for a physical examination to determine whether FMLA or leave of absence is necessary.

Employees shall report prior to the start of their shift to their immediate supervisor when they are unable to work because of illness or injury. Each department will determine the amount of time needed to report off on sick pay. Department heads shall report to their departments and City Administrator if they are unable to work. Employees reporting shall inform their supervisors of the anticipated duration of the recuperation period. Text messages or phone calls to co-workers other than their immediate supervisor, are not sufficient notice.

An employee using sick pay in excess of 90 consecutive days will not continue to accrue paid sick time. Sick pay is not an accrued leave benefit and will not be paid out upon the employee's separation from employment with the City.

**INCENTIVE:**

Unless a collective bargaining agreement provides otherwise, personal leave in the amount listed below shall be awarded for each pay period in which a full-time employee is not absent from work due to the use of sick leave.

- Employees working 2080 hours will earn one (1) hour of incentive per pay period
- Employees working 2184 hours will earn 1.5 hours of incentive per pay period

No exceptions shall be permitted to excuse an absence, except legal holidays, vacation, and personal days or employees on family medical leave. Personal leave may be taken at any time, but a minimum of twenty-four (24) hours' notice shall be given to the employee's supervisor subject to appropriate staff coverage.

A maximum of eight (8) hours of incentive may be carried over each year for employees working 2080 hours annually. A maximum of 12 hours of incentive time may be carried over each year for employees working 2184 hours annually.

The reset period shall be on November 1, each year.

**PARENTAL LEAVE:**

An individual on parental leave may take up to 12 workweeks off under the Family Medical Leave Act (FMLA). If an employee has accrued benefits, they will use this paid time off concurrently with their FMLA leave.

**NOTE:** At this time, parental leave does not count as dependent sick time, so if after using sick time for parental leave, the baby or other dependent defined as spouse or child, becomes ill, the employee may use 80 hours dependent sick time (if available from accrued sick time) to use during that fiscal year.



Please review our Leave policy for more information.

**FUNERAL LEAVE:**

Employees may be granted bereavement leave for death in the immediate family, which shall not be deducted from an employee’s accumulated sick leave as follows:

- (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.

**LONGEVITY PAY:**

Under the city’s new compensation plan effective on July 1, 2023, longevity payments are incorporated into the pay structure. Please review the Compensation Handbook for more information.

The City will pay full-time and part-time regular employees covered under a collective bargaining agreement a longevity rate based on \$25.00 per month for each five years of continuous service. As per the Fair Labor Standards Act, this will be paid as an hourly rate and applied to the base compensation rate to determine an employee’s regular rate of pay to calculate for overtime, holiday, incentive, funeral, military, sick (casual and dependent), comp time payment and vacation pay.

Years of Service	Monthly Amount	Yearly Amount	2080 Hours	2184 Hours	2912 Hours	Library
			Per hour	Per hour	Per hour	Per hour
5	\$ 25.00	\$ 300.00	\$ 0.14	\$ 0.14	\$ 0.10	\$ 0.15
10	\$ 50.00	\$ 600.00	\$ 0.29	\$ 0.27	\$ 0.21	\$ 0.30
15	\$ 75.00	\$ 900.00	\$ 0.43	\$ 0.41	\$ 0.31	\$ 0.45
20	\$ 100.00	\$ 1,200.00	\$ 0.58	\$ 0.55	\$ 0.41	\$ 0.60
25	\$ 125.00	\$ 1,500.00	\$ 0.72	\$ 0.69	\$ 0.52	\$ 0.75
30	\$ 150.00	\$ 1,800.00	\$ 0.87	\$ 0.82	\$ 0.62	\$ 0.90
35	\$ 175.00	\$ 2,100.00	\$ 1.01	\$ 0.96	\$ 0.72	\$ 1.05
40	\$ 200.00	\$ 2,400.00	\$ 1.15	\$ 1.10	\$ 0.82	\$ 1.20

*\*for reference only – differences may be minimal due to rounding*

**FLEX SPENDING PLAN & DEPENDENT CARE ASSISTANCE PROGRAM:**

The City currently has a Flex Spending Plan and Dependent Care Assistance Program being administered by Advantage Administrators. These plans allows an employee to set aside dollars each year as a deduction to pay for qualified health and dependent care expenses. These dollars are deducted from the employee’s wages before any income or social security taxes are paid. By using this tax savings plan, the employee will not only notice an increase in take home pay, but the employee will have access to a reimbursement account throughout the year to pay qualified expenses. This is on a calendar year basis.

Open enrollment is from November 1 – November 30 of each year. All changes will take effect January 1. A failure to sign up during this open enrollment period will result in the inability to utilize this plan for that year. All employees must sign up each year they wish to participate in the plan. The IRS sets the maximum amount of money that can be placed in this plan annually as well as how much can be carried over annually. Any amount left in the plan over that limit will be forfeited.

*See Human Resources for further information regarding this Plan.*

**RETIREMENT PLANS:**

All regular full time and regular part time employees are covered under one of the following City retirement plans:

1) Sworn Police Officers & Fire Fighters are covered by Chapters 400 & 411 Code of Iowa. Contributions by employee and employer are determined by annual actuarial studies.

2) All other covered employees participate in the Iowa Public Employees Retirement System and Social Security. Contributions by employees and employers are determined by Iowa Public Employees Retirement System. The State of Iowa sets the contribution rates for both the employee and the City of Ottumwa. This plan is subject to all State and Federal retirement regulations.

The City of Ottumwa also offers three (3) different 457(b) plan accounts for additional retirement savings. A 457 (b) plan is pre-tax contribution by the employee. The City of Ottumwa has partnered with Nationwide, Empower (Mass Mutual) and MissionSquare.

*See Human Resources for further information.*



## **HEALTH AND LIFE INSURANCE:**

The City offers Single to Family coverage to all of its full-time employees. The City has a self-funded plan that is currently being administered by Wellmark Blue Cross and Blue Shield. Currently, the City pays 90% 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% of the monthly premium for a single person Hospital, Medical, Surgical Group Insurance Plan, including major medical coverage and dental coverage. In addition, the City pays 90% of the monthly premium for the same type of plan for an employee/spouse or an employee/child(ren). At this time, there is a \$300 deductible for single plans and a \$600 deductible for family plans. The out of pocket is \$1,000 for single plans and \$2,000 for family plans.

Health insurance will be extended to part-time employees in compliance with the Affordable Care Act (ACA). Employees who are budgeted to work more than 30 hours per week upon initial hire will be offered immediate participation in the City's health insurance plans. The City has established the following initial measurement period to determine eligibility for part-time associates budgeted under 30 hours per week:

- Measurement period – 12 months from 05/01 – 04/30
- Administration period – 2 months from 05/01 – 06/30. The administrative period will align with open enrollment in May of each year to allow employees that qualify to enroll in coverage to start coverage July 1<sup>st</sup>.
- Stability – 12 months from 07/01 – 06/30 which aligns with our health insurance plan year

The City currently provides a three-tier drug card program for employees and their dependents. The three-tier drug card program consists of a \$10.00/\$25.00/\$40.00 co-pay effective January 1, 2008. The employee currently pays 10% of the cost for these plans. The plan that is in place meets all State and Federal regulations as well as under the Affordable Care Act, including coverage for adult children to age 26. This plan will be subject to change based upon Federal and State regulations.

Any employee who is eligible for insurance coverage under this policy and seeks to include any dependents under their plan, including a spouse, partner, and/or children, will be required to provide proof of the eligible dependent relationship. Documentation of the dependent relationship must be provided to Human Resources before the requested coverage will go into effect. Examples of documents that may be used to verify the dependent relationship can include a marriage certificate, common law affidavit with the current year 1040 tax return, or birth certificate (for child dependents). A full list of accepted documents can be obtained from Human Resources. Questions regarding dependent verification should be directed to Human Resources.



The City of Ottumwa offers Life Insurance for all full-time regular, active employees working a minimum of 40 hours each week. Employees will become eligible for Life Insurance on their start date. Employees may purchase coverage for qualified dependents as per the current pricing schedule. Dependents are defined as per the plan document and schedule of insurance. Please contact Human Resources for a copy of the current rates.

*Please review the Insurance Policy and plan documents from our provider for further information.*

### **ARTICLE 11. BENEFITS CONTINUATION - COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administration fee. The City provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City's rights and obligations. Contact the Human Resources Department for more information about COBRA.

### **ARTICLE 12. EMPLOYEE LEAVE POLICY**

Eligible employees may request leave pursuant to the terms and conditions of the federal Family and Medical Leave Act (FMLA). If an employee does not qualify for leave under FMLA, eligible employees may qualify for a leave of absence for a period not to exceed one (1) year, unless otherwise stipulated by a collective bargaining agreement.

If an employee has accrued time off (sick, vacation, comp), they will use this time concurrently with FMLA or a paid leave of absence. If an employee has accrued time off and only qualifies for a personal leave of absence, they must exhaust the accrued time before taking an unpaid leave of absence.

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

- For appearance in court, either as a member of the jury, or when required to appear as a witness in a criminal case. If the employee is required to appear as a witness in a civil case not involving the City or the employee is a Defendant in a criminal case, the employee will

need to take accrued leave. When an employee appears in court pursuant to jury duty or as a result of a subpoena during regular working hours and receives full pay from the City, any jury or witness fees that the employee might receive except for mileage from the Court, will be turned over to the City Clerk's office.

- For attendance at an official meeting where the good of the City is involved, but within the budget allowance for this purpose. All leave with pay except those related to sickness or injury must be applied for in advance.

*Please refer to the Leave of Absence Policy for more information.*

### **ARTICLE 13. MILITARY LEAVE**

In accordance with Iowa Code, Chapter 29A.28, "Leave of Absence of Civil Employees," all municipal employees when ordered by proper authority to active military service shall be entitled to a leave of absence for the period of such active service without loss of pay during the first thirty days of such leave of absence.

Active service for a period of less than thirty days: When such active service is for periods of less than 30 days, a leave of absence shall be required and the employee will be paid for those days that the employee would have normally worked. Payments will not exceed thirty (30) total calendar days in any calendar year.

Active service for a period of more than thirty days: When such active service is for a continuous period greater than thirty days, this leave of absence will be without pay except for the first thirty days during which time the employee will suffer no loss of normal pay. This means the employee will be paid only for those days that normally would have been work days during this first thirty day period. But, again, in any case, payments for accumulated periods of less than thirty (30) days and more than thirty (30) days will not exceed payments for greater than a total combined period of thirty (30) days.

**Beginning Date:** The period of thirty days for such payment begins with the date such employees are ordered to report to their home station in preparation for mobilization.

**Proper Authority:** The proper authority for any such activation is the Office of the Adjutant General, Headquarters, Iowa National Guard, for National Guard soldiers, or the Office of the Adjutant General, Headquarters, US Forces Command for soldiers of the Army Reserve. The authorization for the City to make such payment will be a valid copy of written orders with appropriate order numbers from the authorizing headquarters provided to the City Administrator or designee.



## **ARTICLE 14. HARASSMENT POLICY**

It is the policy of the City of Ottumwa, Iowa, to strictly prohibit discrimination and harassment and to maintain a professional and quality working environment for all employees or future employees. It is the City's policy that all employees have a right to work in an environment free of discrimination and harassment based on sex, age, race, national origin, religion, disability, genetic information, sexual orientation, marital status, or any other basis protected by federal, state, or local law. The City prohibits harassment of its employees in any form—by supervisors, co-workers, customers, or suppliers.

The City of Ottumwa has a zero tolerance policy for any form of sexual harassment in the workplace, and will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. There shall be no retaliation for the submission of a complaint unless the complaint is proven to be false. Harassment may also be based on another protected class and can be in violation of the City's Equal Employment Opportunity Policy set out in Article 3. All procedures set out for other illegal harassment will be followed based upon this policy.

Sexual Harassment is a violation of Section 703 of Title VII Civil Rights Act of 1964. The City defines sexual harassment as:

1. Unwanted sexual advances
2. Requests for sexual favors
3. Other verbal or physical conduct of a sexual nature

These constitute sexual harassment when:

- Submission to such conduct is a term or condition of employment
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting the individual
- Such conduct unreasonably interferes with the employee's work or creates an intimidating, hostile or offensive working environment

Sexual Harassment may be physical in nature, verbal and non-verbal conduct. Inappropriate physical conduct includes unwelcome physical contact, touching and violence. Inappropriate verbal conduct includes comments regarding a person's appearance, age, private life, sexual comments, jokes and stories, sexual advances, repeated and unwanted social invitations, insults, condescending or paternalistic remarks and sending sexually explicit messages through text, phone or e-mail. Inappropriate non-verbal conduct includes displaying sexually explicit or suggestive materials, gestures, whistling and leering.



Sexual harassment is a manifestation of power relationships and often occurs within unequal relationships in the workplace, for example between a supervisor and employee. It can also include clients, customers, contractors or visitors. It is possible that a co-worker may take offense even though that person is not the direct target of the sexual harassment.

#### COMPLAINTS PROCEDURES:

Anyone who is the subject of sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. However, if the victim cannot directly approach an alleged harasser, he/she can file a complaint with the City Administrator or designee.

When a complaint is received, the City Administrator or designee will:

- immediately record the dates, times and facts of the incident(s)
- ascertain the views of the victim as to what outcome he/she wants
- ensure the victim understands the city's procedures for dealing with the complaint
- discuss and agree to the next steps: either informal or formal complaint, on the understanding that choosing to resolve the matter informally does not preclude the victim from pursuing a formal complaint if he/she is not satisfied with the outcome
- keep a confidential record of all discussions
- respect the choice of the victim
- ensure that the victim knows that he/she can lodge a complaint with the Iowa Civil Rights Commission at any time

Throughout the complaint procedure, a victim is entitled to be helped by a counsellor through the City's EAP program.

Any City employee who has been found to have sexually harassed another person under the terms of this policy is subject to the City's Disciplinary Process, including termination. The nature of the sanctions will depend on the gravity and extent of the harassment. Suitable deterrent sanctions will be applied to ensure that incidents of sexual harassment are not treated as trivial.

#### **ARTICLE 15. INTERNAL INVESTIGATIONS**

It is the policy of the City of Ottumwa to provide a method by which employee conduct may be investigated by the city to: (1) protect the public from employee misconduct, (2) protect the city's image and avoid claims against the city, (3) protect the employee against false allegations of misconduct, (4) remove unfit personnel, and (5) correct procedural problems. Investigations involving Police and Fire personnel shall be handled pursuant to Chapter 80F of the Code of Iowa.

1. The City Administrator or department head may cause an internal investigation to be initiated. Unless the City Administrator or designee is the subject of the investigation, he/she will be notified and participate in the investigation. A copy of the report will be forwarded to the City Administrator.
2. The person initiating the internal investigation shall appoint one or more city employees to conduct the investigation.
3. The internal investigation shall be conducted in a manner substantially similar to a Police Department internal investigation. The person or persons conducting the investigation shall consult the attorney designated by the City Administrator before initiating the investigation to ensure that the investigation's procedures comply with appropriate legal standards.
4. The employee under investigation and any other employee with information about the matter shall be required to answer fully and truthfully all questions related to his/her fitness for city employment and the performance of official duties. Refusal or failure to answer such questions fully or truthfully may result in disciplinary action, including termination. The investigator who is conducting the investigation will provide all necessary warnings to the employee required by law, including but not limited to the Garrity Warning.
5. Upon completion of the internal investigation, those assigned to conduct the investigation shall make full written report to the person initiating the investigation for review and disposition. Copies of the completed investigation report shall be forwarded to Human Resources and the City Administrator.

#### **ARTICLE 16. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

It is the policy of the City of Ottumwa to make available for its employees and their dependents confidential counseling and guidance for problems such as alcohol and drug abuse, marital and family problems, mental and emotional illness, and financial, legal and similar areas of concern that may be contributing to unacceptable job performance. The current EAP provider is the Southern Iowa Mental Health Clinic, located at 1527 Albia Road, Ottumwa. The contact telephone number is 641-682-8772. The EAP provider may change periodically. City employees will be promptly notified of any change. An employee may call directly for an EAP appointment, may go through the City Administrator or designee or through the supervisor.

The city may suggest an employee take advantage of the EAP if it is observed that the employee has a deterioration in work performance or attendance or other incidents which indicate a possibility of a personal problem.

- a. The basis of the referral should be a written account of the performance problem that is observed. The account should be as detailed as possible including the dates, times and descriptions of behaviors that have become a part of a pattern of deterioration or particular incidents that warrant supervisory action. This may not



be possible in cases such as those involving use of alcohol or drugs on city property which require immediate attention.)

- b. The supervisor should meet with the employee with the problem to discuss the performance problem and communicate clearly the consequences of failure to resolve the problem. In this meeting, the supervisor should not speculate as to the cause of the performance problem nor engage in discussion with the employee concerning any personal problems. (Should a particularly unusual pattern develop, the supervisor may consult with the EAP counselor prior to his\her meeting with the employee).
- c. After the employee has been confronted with the performance problem, the supervisor must review the EAP with the employee, advise him\her of the availability of confidential professional assistance for any work-hampering personal problem and strongly encourage the employee to allow the supervisor to arrange an appointment with the EAP counselor. While the final decision to use the EAP shall be left up to the employee, the supervisor should emphasize the importance of the EAP.
- d. If the employee agrees to accept assistance, the supervisor should call the EAP counselor and arrange a meeting between the employee and the EAP counselor. The counselor will advise the supervisor of any further action which might be necessary.
- e. The supervisor should make available to the EAP counselor all information that is relevant to the performance problem of the employee prior to the arranged meeting. If necessary, the EAP counselor will request a conference with the supervisor to further discuss the situation.
- f. If the employee chooses not to accept assistance at this time, the supervisor should reinforce the expectation for improved performance and the consequences for failure to improve. The supervisor should also point out that the EAP will be available should the employee change his\her mind in the future. The discussion of the EAP as an option should be clearly documented by the supervisor.
- g. All information pertaining to the employee's referral to the EAP and information provided by the EAP counselor to the supervisor should be accorded the same high standards of confidentiality as applied to other disciplinary procedures and personnel records.



- h. The supervisor will be sensitive to the employee's needs while the employee is involved in the program and participate, as needed, in the continuing recovery plan.
- i. In all cases of formal supervisor requests, particularly those associated with job performance problems on the part of the employee), the EAP will provide follow up information to the supervisor. Only information related to the employee's cooperation with the EAP and ability to perform his/her duties will be released. This release of information may require written permission by the employee, under Federal or State law.

It is expected that city employees will comply with any referrals for diagnosis and cooperate with prescribed counseling or therapy. Employees who refuse evaluation, diagnosis and treatment, if indicated, will be handled in accordance with standard administrative disciplinary policies for unacceptable job performance. The City of Ottumwa EAP is not to be considered a substitute for disciplinary action and failure to receive treatment and to make satisfactory progress will result in the employee being subject to normal disciplinary procedures.

Time away from work will be treated the same as for any other absence due to illness, injury, or for personal reasons. An employee may use accumulated available sick leave, vacation, personal days and/or compensatory time during the treatment if the employee must be absent. It is the responsibility of the employee to advise his/her department immediately of the need to be absent from work. An unpaid leave must be requested for any portion of leave time not covered by paid leave, pursuant to standard procedures.

While the first 5 visits to the EAP counselor will be paid for by the City, further referrals or trips to the EAP Counselor may result in a cost to the employee which may or may not be covered in full or partially by the City's group health insurance program. The EAP will make every effort to suggest referrals that are covered by insurance and are within the means of the employee to pay.

In cases of drug and alcohol abuse treatment, the treatment must be provided in an approved facility. The employee or dependent must be sure that the facility is approved before entering. Employees or dependents that receive alcohol and/or drug abuse treatment are expected to participate in follow-up therapy. In cases where the employee is referred to a treatment center in lieu of discipline, the employee must remain for the full course of treatment or the employee will be subject to the originally planned discipline. The cost of drug and alcohol abuse treatment will be paid by the employee subject to any coverage by the City's group health insurance program.

An employee who must be absent from work because of counseling or treatment shall be returned to his/her regular position with full benefits and seniority afforded other employees with

medical problems if the position has not been filled. The department head will require the returning employee to furnish a return to work release.

### **ARTICLE 17. ACCIDENT REVIEW**

All City employees are responsible for promptly reporting any accidents or near misses that occur while they are on duty. Employees who fail to report any accident will be subject to discipline up to and including termination. A Police report must be filed for all motor vehicle accidents involving on duty City employees and City vehicles. It is the responsibility of the vehicle operator, unless totally incapacitated by the accident, to make sure a Police report is filed. The vehicle operator is also responsible for promptly completing employee accident report forms, which may be obtained from the Department Heads or the Finance Director. All accidents involving City vehicles shall be reported to the Police Department and an officer may be dispatched to do the initial investigation and to complete an accident report. The officer will perform a full investigation to determine if the accident was caused as a result of violating a City or State traffic law. The Police Department will forward a copy of all reports made to the Finance Director. Depending on the circumstances of the accident, the Sheriff's Department or the Iowa State Patrol may be called to perform an investigation.

Department Heads and supervisors are responsible for reviewing all reports related to accidents or near misses, ensuring the completion of all reports, providing additional information as needed and for promptly forwarding all reports to the Finance Director.

The Risk Manager shall be empowered to review all personal injury accidents and Workers' Compensation claims and all records and information relating to such incidents.

The Risk Manager shall have the right to require written reports from such persons as the Risk Manager shall deem appropriate for the proper determination of the facts surrounding each accident and shall have access to such documentary evidence as may be needed to complete the Risk Manager's investigation. Before making a determination, the Risk Manager will fully investigate each accident or near miss. The procedure for investigation will be established by the Risk Manager.

Following investigation, the "Class" of accident will be determined by the Risk Manager. The decision should be made in a fair, unbiased and objective fashion. Each case must be reviewed on a case-by-case basis. Once a recommendation has been made, both the Employee and the Department will be promptly advised in writing by the Risk Manager. **It will be the Department Head's responsibility to administer disciplinary action after notification from the Risk Manager of the "Class" of accident determination.**



The Employee may appeal the Risk Manager's ruling in writing, submitted to the City Administrator within ten (10) working days of the dated written notice sent to the Employee of the findings/actions. The City Administrator shall review the appeal, may interview the employee, witnesses, and will speak to the Department Head and/or Supervisor. Within thirty (30) days of the receipt of the written notice by the Employee, the City Administrator may affirm, modify, or reverse the ruling based upon the merits presented at the appeal.

All personal Bodily Injury Forms must be properly completed and forwarded to the City Administrator or designee for distribution. This allows the employee, supervisor and Department Head an opportunity to submit factual as well as subjective information to the Risk Manager who will determine whether or not an employee was negligent in actions which contributed to the accident or near miss.

The determination of negligence will be based on all information presented and not exclusively on a violation of the City or State traffic codes. The Risk Manager may have the following information available to them when reviewing an employee's motor vehicle accident.

1. Possession of valid license
2. Driving experience with the City
3. State driving record

Procedures:

1. The following will be classified as vehicle/equipment accidents for the purpose of review by the Risk Manager.
  - a. Property damage to a third party
  - b. Damage to City vehicle or City property
  - c. Bodily injury to a third party as a result of an accident
  - d. Bodily injury to employee
2. Definitions:
  - a. Unavoidable – an accident/incident which resulted in a finding of nonfault.
  - b. Minor, but avoidable – the accident is one that poses minimum danger to life and property, a mistake.
  - c. Avoidable/mitigating circumstances – an accident with extenuating circumstances.
  - d. Avoidable/negligence – the individual responsible for the act or action had a duty and that duty was violated. The act caused the accident. Damages resulted.
  - e. Avoidable/Carelessness – the individual responsible for the act or action carelessly violated a law or one or more specific safety policies and procedures.
  - f. Negligence with intent – act or actions which demonstrate an intentional lack of care or caution of consequences marked by total disregard for caution when that person should have realized it.



3. Accident Causes
  - a. Worker's Compensation accidents can usually be broken down generally into two causes:
    - i. an UNSAFE ACT - usually account for 85% of accidents
      1. Making safety devices inoperable
      2. Failure to use guards provided
      3. Using defective equipment
      4. Servicing equipment in motion
      5. Failure to use proper tools or equipment
      6. Operating machinery at unsafe speed
      7. Failure to use proper tools or equipment
      8. Operating without authority
      9. Lack of skill or knowledge
      10. Unsafe loading or placing
      11. Improper lifting, lowering or carrying
      12. Taking unsafe position
      13. Unnecessary haste
      14. Influence of abusive substances
      15. Physical limitation or mental attitude
      16. Unaware of hazard
      17. Unsafe act of another
    - ii. an UNSAFE CONDITION – usually account for 15% of accidents
      1. Inadequate guards of protection
      2. Defective tools or equipment
      3. Unsafe condition of machine
      4. Congested work area
      5. Poor housekeeping
      6. Unsafe floors, platforms, stairways
      7. Improper material storage
      8. Inadequate warning system
      9. Fire or explosion hazards
      10. Hazardous substances
      11. Inadequate ventilation
      12. Excessive noise
      13. Inadequate illumination
      14. Hazardous atmosphere: gases, dust
      15. Fumes or vapors

All unsafe conditions should be reported immediately to the supervisor.

4. Accidents Involving On-Duty Employees Operating City-Owned Vehicles:

When available and if the severity of damage necessitates it or the accident involves an injury, an outside law enforcement agency may be requested to conduct the investigation. This will require supervisors and officers to use their discretion as to whether an outside agency will be contacted. If the Police Department does investigate the accident, the investigating office will then forward the accident report as well as any other paperwork relating to the investigation to the City Administrator or designee, who will determine whether a traffic citation should be issued and, if so, to whom.

The Police Department is not precluded from taking enforcement action against any driver for those violations that are incidental to the accident, such as drunk driving or driving under suspension. The Police Department may also arrest any driver or occupant for a criminal offense that may be observed. City employees may also be subject to drug and alcohol testing based upon the City's Substance Abuse Policy set out in Article 35.

#### **ARTICLE 18. WORKER'S COMPENSATION/ RESTRICTED DUTY ASSIGNMENTS**

Employees who are injured on the job could be eligible for worker's compensation coverage. IMWCA is the City's Worker's Compensation administrator for employees.

##### Process

The Employee is required to promptly report any injury by calling the "Company Nurse" telephone number. If the injury is severe and the employee is unable to call, the employee should seek immediate treatment and the employee's immediate supervisor will make the report. This number may be accessed in each department or from Human Resources.

Failure to report an injury promptly without a reasonable explanation may result in disciplinary action against an employee, the supervisor if he/she fails to report the injury, and potentially could result in a denial of work related injury benefits.

The "Company Nurse" will direct the injured employee for treatment. Employees are required to follow all treatment protocol as directed. Medical bills for treatment are to be forwarded to the Human Resource Department if not sent directly to IMWCA.

The City will follow all IMWCA and Iowa Code policies pertaining to leave and payments during that time.

\*Employees covered under MFPRSI will follow the same process as outlined here. Payment during an injury will be processed through the City, not IMWCA.

*Please refer to our Leave of Absence Policy pertaining to pay during leave.*

### Restricted Duty Assignments

The City of Ottumwa has established a policy for employees to Return-to-Work or Light Duty assignments after injury or illness for employees who are unable to return to their regular job classifications. This includes employees who are temporarily unable to perform the full functions of their position.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resource department (HR).

*For further information, please refer to our current Return-to-Work/Light Duty Policy.*

### **ARTICLE 19. EMPLOYEE PHYSICALS AND MEDICAL SERVICES**

This policy is established relative to physical examinations for new employees and for medical services for work related injuries and illnesses. The purpose of the policy is to establish a designated Physician or Clinic to perform physical examinations for all new City employees including Police and Fire and to perform medical services for all work related injuries and illnesses. Emergency care will be handled by the Emergency Department of Ottumwa Regional Health Center if after the doctor's regularly scheduled office hours or in case of medical emergencies. New employee physicals are required for all regular full and part-time employees, which also includes a drug screen and a hearing baseline test. Lifeguards will be required to undergo a drug screen prior to employment. Those physicals are currently conducted by Occupational Health at the Ottumwa Regional Health Center. Drug testing will also occur at the Ottumwa Regional Health Center. All pre-employment physicals and drug testing are paid for by the City.

Any work related injury shall be reported to the on-call Company Nurse promptly. Please see Article 18 for further information regarding Worker's Compensation claims. Under the Iowa Worker's Compensation law Chapter 85, the City is authorized to choose the medical care provided for employees who are injured on the job.

Any employee who is required to hold a CDL pursuant to his/her position, may be required to undergo drug and/or alcohol testing as a result of any accident while on duty.

### **ARTICLE 20. FITNESS FOR DUTY**

#### **Fitness for Duty:**

The City endeavors to provide a safe workplace. This policy applies when an employee is having observable difficulty performing his/her work duties in a manner that is safe for the employee and/or for his or her co-workers, or is posing a safety threat to self or others.



The purposes of this fitness-for-duty policy are:

1. To promote the safety and health of employees and citizens
2. To establish procedures by which the City can evaluate an employee's ability to safely and competently perform her/his duties when a health or safety problem arises; and
3. To comply with applicable law.

**Procedures:**

1. Employees are responsible for managing their health in such a way that they can safely perform their essential job functions, with or without reasonable accommodation, e.g., employee with the flu should stay home, and employees taking medications that advise against driving should not drive.
2. Employees at work or on-call must remain in a fit condition for the entire period.
3. Supervisors may refer employees for a fitness-for-duty evaluation as provided by these procedures.
4. Before a supervisor refers an employee for a fitness-for-duty evaluation, the Human Resources Manager must approve the evaluation unless the circumstances require immediate action. As an alternative to requiring an employee to submit to a fitness-for-duty evaluation, the supervisor may send the employee home with pay on an administrative leave pending a determination whether to require a fitness-for-duty evaluation.
5. Application of this policy is not intended as a substitute for other City policies or procedures related to performance. In addition, application of this policy is not a substitute for discipline. In any situation involving misconduct or violation of City policy, disciplinary action may be taken.
6. The City will pay the cost of fitness-for-duty evaluations and will pay the employee for time spent in the fitness-for-duty evaluation.
7. An impartial, independent healthcare evaluator, with appropriate expertise in areas including one or more of the following: medical, psychological, alcohol, or other drug conditions, will conduct a fitness-for-duty evaluation.
8. The City will make the final determination of an employee's fitness-for-duty status.
9. An employee referred for a fitness-for-duty evaluation will be relieved of duties pending completion of the evaluation. Generally, the employee will be placed on administrative leave.
10. When an employee is found to be unfit for some or all duties, his or her employment status will be determined on a case-by-case basis, in accordance with City policy and practice and applicable law. The employee may be placed on a medical leave, intermittent leave, or restricted duty.
11. An employee's pay status while fitness for duty is being determined will depend on his or her employment status and the facts of the case.
12. In all cases, the City must receive a "return-to-work/fitness-for-duty form" from the independent evaluator before an employee may return to full or restricted duty.

13. In most cases, a re-entry conference with the supervisor and the Human Resources manager (if appropriate) will occur prior to the employee's return to work.
14. Noncompliance with a request for a fitness-for-duty evaluation may be considered insubordination and constitute cause if disciplinary action is warranted. False information or the omission of information in the course of a determination of the employee's fitness for duty may also lead to discipline. Employees are expected to fully cooperate with a determination of their fitness for duty.
15. Confidentiality/privacy
  - a. Records of fitness-for-duty evaluations will be treated as confidential medical records and be kept separate from existing personnel files; this information will be shared only as permitted by law.
  - b. After an evaluation, information available to the employee's supervisor will be limited to:
    - i. Whether a person is fit to resume some or all of his or her job duties
    - ii. Whether a person is a direct threat to self or others
    - iii. Whether a person needs specific reasonable accommodations

This policy may be modified without notice in order to comply with applicable law.

### **Fitness-for-Duty Certification**

Employee: \_\_\_\_\_

Department/Location: \_\_\_\_\_

Status: \_\_\_ Full time \_\_\_ Part time On leave since: \_\_\_\_\_

You have my permission to have a healthcare provider contact the healthcare provider indicated on this certification for purposes of clarification related to this serious health condition, if necessary.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**(Information below to be completed by healthcare provider)**

Effective as of this date, the above named employee is hereby certified as fit to resume work duties as follows:

\_\_\_ Full-time duties, no restrictions

\_\_\_ Full-time duties, with the following restrictions (conditions and duration):

\_\_\_ Part-time duties, no restrictions

\_\_\_ Part-time duties, with the following restrictions (conditions and duration):

Intermittent duties, with the following restrictions (conditions and duration):

Name of healthcare provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of practice/ specialty: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### **ARTICLE 21. PERSONNEL FILES/EMPLOYEE ACCESS**

It is the policy of the City of Ottumwa that personnel files contain all information relevant to the employment history of each city employee. It is the policy of the City of Ottumwa to permit access by all city employees to their own personnel files and to provide for correction of any erroneous information maintained in such files. Only information related to job performance or business necessity will be maintained in these files.

1. Official personnel files shall be kept at City Hall in the Human Resource office. As the City transitions to an electronic HRIS (UKG), these files may also be held within the system but maintained by Human Resources. The HRIS meets the requirements as established in sections 107 and 209 of the Employee Retirements Income Security Act of 1974, as amended (ERISA) pertaining to maintenance of records.
  - a. Personnel files include all relevant employee information including the following: application for employment, commendations; certificates of completion of any special training, class or degree program; performance evaluations; notices of employee counseling, reprimands, suspensions and any other disciplinary actions; discrimination complaints and statements of grievances. Copies of any performance evaluations and disciplinary actions shall be forwarded to the City Administrator for review.
  - b. All medical information will be kept in a separate Medical file. This will include leave of absence requests, doctor's notes and results of medical exams required by the City.
  - c. All Confidential information will be kept in a separate confidential file. This will include background checks, employment / payroll verification.
2. City employees will be permitted access to their employment files during normal office hours in the Human Resource office, provided that the employee has requested in writing access to their own file. Employees will be permitted to examine, take notes and make



copies of any materials contained in their file. Employees wishing to examine their files must have the permission of their supervisor or department head to leave the job. The Human Resource Manager or the person designated by the City Administrator must be present during this examination and may require 24 hour advance notice or schedule review in advance at such time as mutually agreeable.

- a. If there are files that are electronic, the employee will be permitted to view those items through the current HRIS.
3. An employee may request correction of any alleged misinformation contained in these files. If this request is denied, the employee will receive an explanation of the reason thereof, and will be permitted to place a concise statement of disagreement in the file.
4. Access to the employee's personnel file will be limited to the employee, the employee's department head, Human Resource Manager or representative, City Administrator, by the lawful custodian of the records, or by another person duly authorized to release information, unless otherwise ordered by a court.
5. Except when authorized by a statement signed by the employee or former employee, no information concerning the employee will be given to an outside source other than: confirmation of employment, confirmation of salary, dates of employment, job title, and department as well as any information considered public records pursuant to Iowa Code Chapter 22, as it may be amended from time to time. It should be noted that under Iowa Code Section 22.7(11)(a)(5) the fact that an employee resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion is considered public record. A demotion is interpreted as changing an employee from a position in a given classification to a position in a classification having a lower pay grade.
6. All requests for information pertaining to current or previous employment with the City will be forwarded to the Human Resource Manager.

## **ARTICLE 22. PERFORMANCE EVALUATIONS**

It is the policy of the City of Ottumwa to ensure that city revenues are appropriately spent on wages by periodically evaluating the job performance of each employee. It is the policy of the City that each employee may receive an evaluation annually by his/her supervisor. This procedure will assist in employee performance improvement, assist the employee in setting goals, and determining training if necessary.

1. The job performance of each employee will be evaluated by his\her supervisor at the completion of thirty (30) days of the employee's anniversary date.
2. The evaluations shall be conducted privately between the employee and the supervisor at a time and place designated by the department head.

3. The job performance of each department head will be evaluated by the City Administrator at least once a year and before receiving any merit increases.
4. Each employee shall receive a written copy of the results of the evaluation. The form of the evaluation shall be prescribed by the City Administrator. The employee will be asked to sign the evaluation to indicate that he\she has discussed it with his\her department head. A refusal to sign the evaluation shall be so noted on the form.
5. A portion of the evaluation shall consist of designating areas where improvement is needed. At the time of the next evaluation, the evaluator shall note whether improvement has been achieved in those areas.
6. The evaluation shall become a part of the employee's personnel file.

### **ARTICLE 23. ACCESS TO CITY ADMINISTRATOR**

Employees may have access to the City Administrator to present complaints, disputes or disagreements for which union grievance procedures or Civil Service procedures are not applicable. Before employees meet with the City Administrator they shall first present their complaints, disputes or disagreements in a timely fashion through their departmental chain-of-command and/or Human Resource Manager. In the event that such use of the chain of command constitutes part of the complaint or dispute, the employee may request a confidential hearing with the City Administrator by confidential written request.

### **ARTICLE 24. CYBERSECURITY**

The use of electronic mail and the Internet is necessary for City employees, elected officials, and others serving in an official capacity with the City to communicate with each other more efficiently and to provide superior customer service, increase productivity, and provide opportunities for professional growth. The City encourages the use of these media and associated services because these communications and access to information are useful in conducting City business. It remains, however, that electronic media and services provided on or through City devices are City property and their purpose is to facilitate City business. The goal of this policy is to encourage the responsible and prudent use of this resource.

With the rapidly changing nature of electronic media, this policy cannot establish rules to cover or anticipate every possible situation. This policy is intended to express the City's philosophy and establish general principles to be applied in the use of electronic media and services on City property or with City-owned devices.

*Please refer to our Cybersecurity Handbook which outlines the following seven (7) policies:*

- General Email/Internet Security and Use
- Personally Identifiable Information and Protected Personally Identifiable (PII)



Information Requirements Applicable to all Federal Awards (PII)

- Cell Phone (revision to policy #56-2015)
- Bring Your Own Device (BYOD)
- Acceptable Use
- Online Social Networking
- SAQ Point-to Point Encryption (P2PE)

**ARTICLE 25. DISCIPLINARY PRACTICES/PROCEDURE**

Certain rules and regulations governing the conduct of all City employees must be adhered to by all employees in order to ensure safe, efficient and successful operation of city functions. This policy is not intended to abrogate the appointing authority's discretion to discipline and/or terminate an at will employee.

To ensure a safe, efficient and effective working environment, city employees need to adhere to city and departmental rules regarding appropriate conduct on the job. It may sometimes be necessary for a supervisor to take disciplinary action with an employee. The City is committed to a policy of progressive discipline. Progressive discipline is defined as a series of disciplinary measures, ranging from employee counseling to discharge of an employee, designed to effectively correct problems as they occur and to let an employee know if his/her conduct is inappropriate. However, the City reserves the right to terminate promptly or bypass progressive disciplinary steps in the event of flagrant and/or intentional misconduct.

The following items will be considered to be infractions subject to disciplinary action up to and including discharge from employment. This list is not all inclusive of all acts that may be subject to disciplinary action and are illustrative only, but not limited to, the types of behavior for which disciplinary action may be taken.

- Gifts, Gratuities, Fees, Rewards, Loans – Employees shall not, under any circumstances, solicit or accept any gift, gratuity, loan, reward, or fee when there is any direct connection between it and their Department or employment. Employees must abide by the State's Gift Law, Iowa Code Chapter 68B, as it may be amended from time to time.
- Controlled Substances – Employees shall not use controlled substances other than those prescribed to them by a physician.
- Drugs – No employee shall be at work while under the influence of drugs or be unfit for work because of their excessive use. This includes the abuse of prescription drugs.
- Alcohol – No employee shall report to work while under the influence of alcohol or drink alcohol while at work.
- False Injury Claims - Employees injured while not at work shall not falsely claim it to be an injury while on the job.



- Embezzlement – theft or misappropriation of funds, equipment or property placed in one’s trust or belonging to the City.
- Employee Arrested or Cited - An employee who has been arrested or cited for any criminal violation shall immediately notify the Human Resource department in writing. Conviction of a crime closely or directly related to the ability of the employee to perform his/her job effectively.
- Policies - Employees shall observe and obey the lawful verbal and written rules, duties, policies, procedures and practices of the City of Ottumwa.
- Professional Conduct - Employees shall conduct themselves toward the public in a civil and professional manner that indicates a service orientation and that will foster public respect and cooperation.
- Performance - Employees shall perform their duties in a manner which shall maintain the highest standards of efficiency in carrying out the functions and objectives of the City. Unsatisfactory performance may be demonstrated by an unwillingness or inability to perform assigned tasks or a failure to conform to work standards established for the position.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.
- Falsification, alteration, deletion of required information or failure to include material information on any application or City record Punching the time clock or unauthorized completion of a time slip for another employee.
- Abusive, improper treatment during the performance of duty to any member of the public, fellow employee or City official, including harassment on the basis of race, creed, color, sex, national origin, religion, age, sexual orientation, marital status, mental or physical disability, or any behavior or harassment which has the effect of producing a hostile work environment.
- Sleeping On the Job - Employees shall not sleep on the job.
- Judgment or Condition - No employee shall report to work or be on the job when his/her judgment or physical condition has been impaired by alcohol, medication, or other substances.
- Use of Equipment – Employees are accountable for the proper use and care of any property or equipment assigned to them, used by them, or placed in their care. Equipment shall not be used in a manner not specified in procedure, directives, training, or in a fashion other than the intended use. If equipment is broken or malfunctions, the employee shall report it to the appropriate person in prescribed manner.
- Committing Unsafe Acts – Employees shall not commit acts or behave in such a manner that has the potential for endangering or injuring themselves, another person, or property. Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.

- Cooperation with Employees, the Public and Other Officials – Employees shall not engage in disorderly or abusive/violent conduct with other members and/or personnel from other City departments or agencies as well as the public.
- Safe Driving – The driver of any City vehicle shall operate said vehicle in a reasonable and safe manner, exercising due caution and judgment, following all state and federal traffic regulations, including the mandatory use of seatbelts within City vehicles.
- Possession of Firearms or Explosives – Possession of firearms or explosives on City property are prohibited by City employees except by certified police officers, those certified by the Iowa Law Enforcement Academy and currently the Deputy Fire Chief.
- Reporting for Work – Employees shall be punctual in reporting for work at the time and place designated by their supervisor(s). Employees shall not provide a false excuse for an absenteeism for which pay is received.
- Employees are required to maintain valid driver’s license, and any endorsements required in said job description.
- Insubordination.
- Employees are required to maintain all licenses and/or certifications that are necessary to fulfill the requirements of the job.
- Violation of city or departmental rules, regulations, policies and procedures.
- Refusal or failure to answer questions in an internal investigation. If an employee answers questions in an internal investigation, then the information obtained during the investigation cannot be used in a criminal prosecution case against the employee.
- Supervisors should not engage in any inappropriate relationships with their employees.
- Employees shall not abuse sick leave or dependent sick leave.
- Smoking on the job or in any city vehicle except during breaks in a designated location.
- Fighting, or threatening violence in the workplace/
- Horseplay, boisterous or disruptive activity in the workplace or practical jokes that are carried too far.
- Any other act, which is not in the best interest of the City.

The Disciplinary process includes the following forms:

- Oral reprimand reduced to writing.
- Written reprimand.
- Suspension.
- Demotion.
- Termination

Depending on the severity of the misconduct, all or some of these progressive disciplinary steps may be waived and the employee may be terminated. Termination must be with the recommendation of the City Administrator or designee.

DEFINITIONS: For a period of time during which the employee will not be working for the City of Ottumwa.

1. Punishment – suspension carries with it a censure for misconduct on the part of the employee.
  2. Pay – during the suspension the employee will receive no pay.
  3. Return To Work – return to work after the suspension is at the sole discretion of the City.
- Suspension is when an employee is suspended due to an act or behavior that is unacceptable by the Employer.

1. Employee will be placed on suspension.
2. Employee will receive no pay while on said suspension.
3. Return to work after the suspension at the sole discretion of City.

Layoff is when an employee is placed on lay-off status due to the reduction in the employees regularly scheduled work hours.

1. No punishment.
2. Employee could be eligible for unemployment benefits and could utilize any accumulated leave, excluding sick leave.
3. Sole discretion of the City.

## **ARTICLE 26. GRIEVANCE PROCEDURE**

Definition. A grievance is defined as a timely filed claim by an employee which alleges that there has been a violation of the employee's rights. 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. 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 or the grievance is waived. The immediate supervisor shall give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the supervisor.



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 seven (7) working days after receipt of the immediate supervisor's written answer or the grievance is waived. The Department Head will give a written answer to the aggrieved employee within seven (7) working days after the grievance is presented to the Department Head.

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

The City Administrator shall give a written answer to the aggrieved employee within ten (10) working days after the grievance is presented.

All completed copies of the grievance shall be forwarded to Human Resources and placed in the employee's personnel file.

A Civil Service employee shall request a hearing before the Civil Service Commission according to Chapter 400, Code of Iowa, if applicable. The Civil Service Commission shall decide whether or not the grievance is within the scope of the Commission's responsibilities prior to agreeing to hear the grievance.

### **ARTICLE 27 – EMPLOYEE PRIVACY**

Employees have a reasonable expectation that offices, desks, lockers, file cabinets, etc. that are assigned to them will not be exposed to indiscriminate examination by other employees. However, the City does retain the right to enter an employee's office, desk, file cabinets, etc. for work related purposes.

No employee shall enter another employee's office, desk, file cabinet, locker, or similar "private" area, unless:

1. Authorized by the person who has control of the office or equipment;
2. Necessary for the proper conduct of City business;
3. Authorized by a Supervisor/Department Head for the purpose of investigating employee misconduct;
4. Part of an inspection; or
5. In response to an emergency situation.

Employees are cautioned that personal items may be inadvertently observed during the above situations. If an employee is concerned that this may happen, personal items should be stored elsewhere.

## **ARTICLE 28 – VIOLENCE IN THE WORKPLACE**

The City of Ottumwa does not tolerate violence in any form or the threat or perception of violence by or against any employee while performing his or her official duties, or due to the employee's official duties, wherever those duties are performed. Additionally, the City of Ottumwa recognizes an individual's right to bear arms in accordance with state and federal laws afforded by the Second Amendment of the United States Constitution and the State of Iowa. The City is not liable for any wrongful or negligent act or omission related to actions of persons or employees who carry a concealed weapon.

Unless specific job duties require it, the ability to carry a concealed weapon is not within the scope of employment and is not a condition of employment. Nothing in this policy should be interpreted to require or encourage any employee who lawfully possesses a weapon to use it in defense of others.

An employee in violation of this policy will be subject to discipline up to and including termination of employment.

*For additional information regarding the City of Ottumwa's expectations of its employees who wish to carry a concealed weapon while engaged in the duties of their employment, please reference the Workplace Violence and Threats Prevention Policy.*

## **ARTICLE 29 – DRESS CODE**

### **CITY HALL EMPLOYEES:**

#### **Business Attire Policy: Business Casual Dress Code:**

The City of Ottumwa expects its City Hall employees to dress appropriately in business casual attire. Because our work environment serves customers, professional business casual attire is essential. Customers make decisions about the quality of our services to the community based on their interaction with you. Employees must be neat, clean and well-groomed with proper hygiene.

Consequently, business casual attire includes suits, dress pants, capris, jackets, shirts, skirts and dresses that, while not formal, are appropriate for a business environment. Examples of appropriate business attire include a polo shirt with pressed khaki pants, a sweater and shirt with corduroy pants, and a jacket, sweater, and skirt and leggings as part of a dressy ensemble and with a top that covers the rear end. Jeans, t-shirts, shorts, short skirts, tube tops, tank tops with shoulder strap width of 3 inches or less, and spaghetti straps (unless covered by a jacket), halter tops, low-



cut blouses or sweaters, low cut shirts, blouses and sweaters, spandex or Lycra, clothing that is tight and suggestive, sweatpants, workout gym clothing, swim wear, and footwear such as flip flops are not appropriate for business casual attire. Open toed dress sandals for women are appropriate unless as directed by the Department Head due to the need to perform field inspections or work responsibilities outside of the office.

Be considerate and thoughtful regarding clothing that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to customers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Although it is impossible to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

City Hall staff performing field inspections should wear clothing commensurate with the tasks they are performing, keeping in mind that attire should project a professional image. Staff may wear trousers, jeans, knit shirts with collars, city logo shirts and dress shirts. Attire should be clean, in good repair and suitable to employees in a professional position. Jeans are permitted if the staff member is actually performing field inspections or as approved by the Department Head. Closed toed shoes, as designated by the Department Head, are required.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos on the face will not be permissible. Tattoos on the chest shall be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs inserted while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.



Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.

**Business Attire Policy: Casual Dress Code:**

The City of Ottumwa will allow employees to dress appropriately in business attire of a casual nature on Fridays. On this day of the week, employees may wear jeans which are appropriate, not ripped, torn or revealing. We expect that your business attire, although casual, will exhibit common sense and professionalism.

Employees are expected to demonstrate good judgment and professional taste. Courtesy to coworkers and your professional image to coworkers should be the factors that are used to assess that you are dressing in business attire that is appropriate.

In addition, at the discretion of the City Administrator, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress casually. On these occasions, staff members are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

### **Council Meetings:**

#### **Business Attire Policy: Formal Dress Code:**

The City of Ottumwa expects employees to dress appropriately in business attire during Council meetings and work sessions. Because these meetings are televised, professional business attire is essential to promote the professional competency of city staff.

Business attire includes suits, dress shirts and dress pants, dresses and skirts that are typical of business formal attire at work.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to clients should be the factors that are used to assess that you are dressing in business attire that is appropriate.

Employees who wear business attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate business attire.

### **OTHER NON-CITY HALL CITY EMPLOYEES:**

Certain staff members in the Fire, Police, and Transit departments have a separate dress code and require staff to wear specific uniforms or attire. Policies are in place for each of those departments.

Public Works, Parks, Airport, Landfill, Recycling and Water Pollution Control employees will be neat, clean and well-groomed with proper hygiene. Jeans, t-shirts and work shirts are appropriate. Foot wear will be according to that department's internal policy.

Do not wear anything that other employees might find offensive or that might make coworkers uncomfortable. This includes clothing with profane language statements or clothing that promotes causes that include, but are not limited to, politics, religion, sexuality, race, age, gender, and ethnicity. Clothing may not be revealing, in disrepair (torn, ripped or ragged) and cannot promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images.

Employees are expected to demonstrate good judgment and professional taste. Courtesy of coworkers and your professional image to the public should be the factors that are used to assess that you are dressing appropriately.



Although it is impossible and undesirable to establish an absolute dress and appearance code, the City of Ottumwa will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her department head.

Visible tattoos are permissible. However, any tattoo that would include profane language, promote alcohol or tobacco products, violence or sexually suggestive or lewd written or visually suggestive images should be covered. Tattoos located on the face will not be permissible. Tattoos located on the chest must be covered.

Nose rings, eyebrow rings, gauge earrings, lip rings or studs are prohibited and cannot be worn in the workplace. Gauge earrings will need to be removed and have nude or clear plugs while working. Earrings and small nose studs are allowed. Tongue piercings are permissible if they do not interfere with clear speech. Other visible body piercings are prohibited.

Every effort will be made to reasonably accommodate employees with a disability or with religious beliefs that may make it difficult for that employee to comply fully with the dress code policy. Employees should contact the City Administrator to request such a reasonable accommodation. The City will reasonably accommodate a staff member in terms of workplace attire unless the accommodation creates an undue hardship such as safety issues.

When applicable, protected concerted activity covered by the National Labor Relations Act (NLRA) or a City collective bargaining agreement is not prohibited by this policy. Wearing union insignia or displaying a union logo on clothing may be viewed as a form of protected concerted activity.

Employees who wear attire that is deemed inappropriate in this workplace will be dealt with on an individual basis rather than subjecting all employees to a more stringent dress code for appropriate attire. If a supervisor or Department Head decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy. Hourly paid staff members will not be compensated for any work time missed because of a failure to comply with designated workplace attire and grooming standards.

Employees may face more severe consequences up to and including termination if they violate the dress code repeatedly.



## **ARTICLE 30 – CONFLICTS OF INTEREST**

Employees have an obligation to conduct City business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the employee's supervisor as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership interest in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City. Specific questions can be addressed to the City Administrator.

## **ARTICLE 31 – SMOKING**

Iowa's Smokefree Air Act prohibits smoking in any public place where the public is invited or permitted. Smoking is strictly prohibited in all enclosed areas within places of employment within the City, such as work areas, private offices, garages, hangars, conference and meeting rooms, classrooms, auditoriums, employee lounges, hallways, restrooms, elevators, stairways and stairwells, and any and all vehicles owned, leased, or provided by the City for use by City employees. Smoking is also prohibited while working on the job. Smoking may occur only during appropriate break times and in designated locations.

## **ARTICLE 32 – SUBSTANCE ABUSE POLICY**

### **GENERAL POLICY:**

The City of Ottumwa is committed to providing and maintaining a safe and healthy work environment free from the influence of alcohol and drugs. To that end, the City is adopting this Substance Abuse Policy.

The city recognizes that its own health and future is dependent upon the physical and psychological health of its employees. It is the right, obligation and intent of the City to maintain a safe, healthy

and efficient working environment for all of its employees and to protect the public, as well as City property, equipment and operations.

The City also maintains an Employee Assistance Program which provides help to employees who seek assistance for alcohol or drug abuse and other personal or emotional problems.

With these basic objectives in mind, the City has established the following with regard to use, possession or sale of alcohol or drugs. Compliance with the City's Substance Abuse Policy is a condition of employment and covers all City employees whether or not they are covered by the Federal Motor Carrier Safety Administration or the Federal Transit Administration drug testing requirements. This zero tolerance policy covers alcohol as well as any illegal substance as defined by Iowa and/or Federal Statutes or Regulations. The City intends to take serious disciplinary action, up to and including termination, against an employee who violates the City's Substance Abuse Policy.

**SCOPE:**

All employees.

**TESTING:**

Pre-Employment Testing:

1. All potential new employees, full-time, part-time, seasonal, temporary, job training workers and work release workers and any other employees covered by the City's workers' compensation policy shall be tested as a part of the City's pre-employment physical.
2. Notice of testing will be part of all notices of advertisement soliciting applicants for employment and on the application form. All applicants shall be verbally informed of the requirement during the first interview.

Federally Required:

The City is required to test employees who operate a commercial motor vehicle or employees who operate transit vehicles under the authority of the Federal Motor Carrier Safety Administration or the Federal Transit Authority. The City will comply with the requirements of the respective authority for the federal required test.

Reasonable Suspicion:

The City may require a specific employee to submit to a drug test if all of the following conditions are met:

1. The employer has reasonable suspicion to believe that an employee's faculties are impaired on the job; and
2. The employee is in a position in which such impairment presents a danger to the safety of another employee, a member of the public or City property.

Reasonable suspicion may include direct observation of alcohol or drug use or abuse or of the physical symptoms of being impaired due to alcohol or drug use at work; abnormal conduct or erratic behavior while at work or a significant deterioration in work performance; report of alcohol or drug use provided by a reliable and credible source; or evidence that an employee has manufactured, sold, distributed, solicited, possessed, used or transferred drugs while working or while on City property or while operating City vehicles, machinery or equipment.

Post Accident:

The City may require an employee not covered by DOT requirements to submit to a drug test if the employee has caused an accident while at work which resulted in injury which, if suffered by an employee, would require an OSHA report or which resulted in damage to property in an amount reasonably estimated to exceed \$1,000.00.

**GENERAL PROVISIONS:**

Drug Test: Means any urine, saliva, breath or other legally allowed test conducted for the purpose of detecting the presence of a chemical substance in an individual.

List of Controlled Substances: This list includes all controlled substances including but not limited to the following: Amphetamines (including methamphetamines)

- Cocaine metabolite
- Opiates (Includes heroin)
- Phencyclidine (PCP)
- Marijuana (THC) metabolite

In addition, the City tests for Creatinine, Urinary, although this is not a controlled substance.

Time for Testing:

Tests will be conducted either during or immediately before or after an employee begins work. For employees subject to random testing under federal law, the employee will be tested during or immediately after performing these functions. Time for testing is considered work time and the employee will be compensated for the time it takes to provide a sample for testing. The City will either provide transportation for the employee to the collection site or pay for the transportation to the collection site.

Test Procedures:



Samples provided will be collected in reasonable and sanitary conditions with regard for the privacy of the individual providing the sample and for the validity of the test. Samples (other than breath samples) will be split in the presence of the individual to allow for confirmatory testing of any initial positive test result. The collection site and laboratory will follow standard chain-of-custody procedures for samples for the time of collection until the sample is no longer needed.

1. The test sample will be collected at Collaborative Laboratory Services, 1005 Pennsylvania Avenue, Ottumwa, Iowa, or such other site directed by law enforcement in the event the employee is involved in an accident requiring testing.
2. The test sample withdrawn from the employee will be analyzed by a laboratory or testing facility that has been approved under rules adopted by the Iowa Department of Public Health.
3. If an employee provides a sample that is dilute, the employee will be required to immediately report for another test. That test will be done under direct observation if required by DOT regulations.
4. If an initial test is conducted and the results indicate that the employee has tested positive for alcohol or controlled substances, a confirmatory test using an alternative method of analysis shall be conducted. The confirmatory test shall use a portion of the same sample withdrawn from the employee for use in the initial test.
5. An employee shall be accorded a reasonable opportunity to rebut or explain the results of the drug test and to provide information which he or she thinks is relevant to the test. Such information may include identification of prescription or non-prescription drugs the individual is using or has recently used or any other relevant medical information.
6. The test result will first be reported to the City's MRO for review and interpretation. The MRO will then report the confirmed positive test result to the City's designated employer representative.
7. If an employee provides a sample that has been tampered with or substituted or is determined by the approved laboratory to have been tampered with or substituted, it will be treated the same as a positive test result.
8. The City will look to the rules and interpretations used by the United States Department of Transportation related to drug testing on any issues not specifically addressed in this policy and will follow the thresholds established by the approved laboratory for determination of whether the presence of a substance in a sample constitutes a positive test result.
9. Test results when reported to the City by its MRO will be maintained separate from the employee's other personnel records.

Refusal to Test: Refusal to test includes refusal to take the test, inability to provide adequate samples for testing without a valid medical explanation; tampering with or attempting to adulterate a sample; interfering with collection procedures; failing to immediately report to the collection site; failing to remain at the collection site until the collection process is complete; having a test

result confirmed by the MRO as adulterated or substituted; or leaving the scene of an accident without a valid reason before a test has been conducted.

Designated Employer Representative: The City's Human Resources Officer shall be the City's designated employer representative for receipt of drug and alcohol test results.

Medical Review Officer: The City contracts with St. Luke's Iowa Health System for these services.

Supervisor Training: The City will comply with the DOT training requirements for supervisors which includes two hours of initial training, one hour of which will be related to controlled substances and one hour to alcohol misuse.

Testing Costs: The City will bear the costs of all testing required under this policy, including a second confirmatory test requested by an employee who has tested positive.

Prevention and Treatment: The City encourages any employee with a drug or alcohol problem to voluntarily seek treatment. The City has established an Employee Assistance Program to provide counseling and referral services for employees with drug or alcohol abuse problems who voluntarily seek help. Conscientious efforts to seek and use such help will not jeopardize an employee's job.

Prohibited Conduct:

The City strictly prohibits unauthorized use, possession (including storage in a desk, locker, vehicle or other depository), manufacture, distribution, dispensing or sale of illegal drugs, drug paraphernalia, controlled substances or alcohol on City property, while on City business or in City supplied vehicles, or during working hours.

Any action taken against an employee shall be based only on the results of the drug and alcohol test. *Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination of employment. An employee's refusal to test will result in disciplinary action up to and including termination of employment.*

Departmental Policies:

Individual departments may adopt policies and procedures more stringent than these policies; but, in no event, shall they be less stringent.

Off-Duty Loss of Driving Privileges:



In addition to any other sanctions which may be invoked under this Policy, employees whose work with the City requires the employee to drive a City vehicle and who lose his/her driving privilege will be laid off from employment immediately. Reinstatement from such layoff will be dependent upon the City having an available position after the employee's driving privilege has been restored.

### **ARTICLE 33. TRAVEL**

It is the policy of the City to define its position regarding travel of City employees for purposes of City business including attendance at conferences, workshops and seminars. The City encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity is a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performances. Exceptions to this policy must be approved by the City Administrator.

1. All City employees may perform official travel after preparing an Out of Area Travel Form and upon authorization of the Department Head and the City Administrator. The procedures for elected officials will be the same as all other employees, except that travel approval will be made by the Mayor. All travel must be requested prior to the occurrence of the trip and must state justification for such travel.
2. Transportation costs for employees authorized to travel on official City business shall be paid by the City. The least expensive method of booking travel and lodging will be used with the bills going directly to the City if possible. The use of the City's credit card should be utilized by the department head to pay for the lodging when applicable.
  - a. Mileage will be paid to and from the appropriate destination and Ottumwa if the employee uses their personal vehicle. If air travel is involved, mileage will be paid to the appropriate airport. Google maps should be utilized to obtain the mileage. This does not need to be printed out. Finance will verify when the travel form is processed.
  - b. Costs for parking a city vehicle or privately owned vehicle will be reimbursed by the City upon presentation of appropriate receipts.
  - c. Taxicab/Uber type fares will be reimbursed as appropriate.
  - d. For in state travel, a city vehicle will be used when practical. The employee may get a gasoline credit card issued to the City from the Finance Department to be used for fuel and emergency auto repairs only. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service.
3. The City will reimburse for meal expenses as follows:
  - a. The meal allowance shall be up to \$8.00 for breakfast, \$12.00 for lunch and \$22.00 for dinner in the State of Iowa. Detailed receipts will be required to receive



reimbursement for meals. If a meal is provided as part of the conference, training or seminar registration, the employee will not be reimbursed for that meal. An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. and for dinner if the return is after 8:00 p.m. Under no circumstances will alcohol be reimbursed as part of a meal allowance.

4. Also included as reimbursable costs are those incurred for registration and lodging.
  - a. All employees attending conferences and seminars will pre-register with the City paying the registration fee directly. A memo requesting payment should be prepared stating the reason for the individuals attending the conference, the names of the individuals attending and an original and copy (for submission) of the official registration.
  - b. Lodging costs shall be paid by the City at the single rate only when the spouse accompanies the employee. Telephone calls incidental to the performance of official business only shall be reimbursable.
  - c. If the starting time required is such that the Department Head deems necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's lodging costs and any other incidental costs.
  - d. Employees on official City business may request a travel advance prior to the occurrence of the trip. Requests for advance travel funds shall be submitted at least 10 working days prior to the occurrence of the conference or meeting. Advances will be released to the employee the day before actual travel is to begin. Advances for less than \$50 will not be made.
  - e. All travel receipts must accompany the Final Travel form before reimbursement. All forms and receipts must be turned into the Finance Department within five days of return to work.
5. City employees traveling on City business within the corporate city limits and using their personal vehicle will be required to document their travel using an In City Travel Form.
6. Employees traveling on behalf of the City shall be paid for all hours worked pursuant to the Fair Labor Standards and pursuant to any applicable collective bargaining agreement.

#### **ARTICLE 34. SEPARATION FROM CITY SERVICE**

All employees voluntarily leaving employment with the City of Ottumwa must give at least two weeks written notice prior to the effective date. Employees not providing this timeline of a notice will not be paid out their accrual balances (other than comp time). If an employee is retiring, written notice must have retirement date and address change if applicable. If an employee resigns, the notice must contain employee's name, forwarding address, effective date and the reason for resignation. Written notice must be accompanied with Personnel Action Sheet to the City Administrator or designee.

Employees leaving City service shall return all property belonging to the employer to his/her immediate supervisor. All uniforms, tools, keys, equipment and department manuals will be given to employee's immediate supervisor before receiving employee's last payroll check. Until City property is returned, the employee will not receive any payment for accrued leave the employee might otherwise be entitled to.

Employees leaving city services may be required to have an exit interview with The City Administrator or designee.

Employees leaving employment with the City shall not be allowed to take accrued leave after their last actual working day with the City. All accrued leave will be paid out thereafter the first pay period following the employee's final pay check for time actually worked. Accrued leave does not include sick leave.

**received**  
8-21-23 430

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Sep 5, 2023

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe  
Department Head

*P. J. Rath*  
City Administrator Approval

AGENDA TITLE: Resolution #137-2023 - Approve updates to Leave of Absence Policy

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt resolution #137-2023

DISCUSSION: Updated information under Pay During Leave

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:



**Received**

Added this information under the Pay During Leave:

An employee, on leave because of an occupational disability related to his/her employment, will be paid according to Iowa Code and/or the City's worker's compensation administrator's policies.

- Employees covered under MFPRSI will be paid through the City as per Iowa Code 411.6.5(b).
- Employees not covered under MFPRSI will be paid according the policies under Iowa Code 85.33 and the City's workers compensation administrator.

RESOLUTION NO. 137-2023

RESOLUTION APPROVE UPDATES TO LEAVE OF ABSENCE POLICY

**WHEREAS**, the City of Ottumwa, Iowa had approved a Leave of Absence Policy on December 7, 2021, and;

**WHEREAS**, staff for the City of Ottumwa has reviewed the current policies and determined the current policy does not meet the short and long term care for employees and operational needs for the employer, and;

**WHEREAS**, staff has updated information pertaining to the Pay During Leave section and revised said Leave of Absence policy to meet the needs of both employee and employer and finds that approval of said policies and procedures, as revised, would be in the best interest of the City and the employees of the City, and;


**WHEREAS**, the City Council of the City of Ottumwa, Iowa desires to approve the revised Leave of Absence policy in accordance with the Municipal Code of the City of Ottumwa, sections 2-144 and 2-145

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the current Leave of Absence Policy approved on December 7, 2021 and any supplements thereafter are hereby repealed and that the attached Leave of Absence policy is hereby adopted in their place with an effective date of September 5, 2023.


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

PASSED, ADOPTED and APPROVED this 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Marc Roe, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk

## **PURPOSE**

As an employee of City of Ottumwa, employees may be eligible to take family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. If employees have questions regarding the FMLA, please contact Human Resources.

## **ELIGIBILITY**

There are two different types of leave the City of Ottumwa offers:

**FMLA Leave** - To be eligible for leave, an employee must have been employed by the City of Ottumwa for at least 12 months. In the 12 months immediately preceding the beginning of the leave, the employee must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, the employee must work in an office or work-site where 50 or more employees are employed within 75 miles of that office or work-site.

- Eligible employees may take up to a total of 12 workweeks of unpaid leave within a rolling 12-month period<sup>1</sup>, measured backward from the date an employee uses any FMLA leave for a qualifying reason (see below).

**Leave of Absence** - If an employee does not qualify for leave under FMLA, the City of Ottumwa may approve a personal leave of absence, depending on the circumstances. Except where mandated by law, the City cannot guarantee that benefits will continue or that the position will remain open in the employee's absence.

- All regular full-time and part-time employees who have completed six (6) months of service are eligible to request a leave of absence. An eligible employee may be granted leave without pay for a period not to exceed one (1) year unless stipulated as per a collective bargaining agreement.

## **REASONS FOR LEAVE**

Leave may be taken for one or more of the following reasons:

- The birth of an employee's newborn child and in order to care for such a child within (1) year of birth or the placement of a child with the employee for adoption or foster care within (1) year of placement; or
- The employee has a serious health condition that makes the employees unable to perform the functions of their job
- To care for an immediate family member (spouse, child, or parent including step-children and step-parents) of the employee if the immediate family member has a serious health condition; or
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

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<sup>1</sup> FMLA Leave authorized for a qualifying exigency are eligible for up to 26 workweeks



Twenty-six (26) workweeks of leave may be taken during a single 12-month period to care for a covered service member with a serious injury or illness, if the eligible employee is the service member's spouse, child, parent or next of kin. Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more workweeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the City of Ottumwa are jointly entitled to a combined total of 12 workweeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the City of Ottumwa are jointly entitled to a combined total of 26 workweeks of leave to care for a covered service member with a serious injury or illness if each spouse is a parent, spouse, child, or next of kin of the service member.

### **TYPES OF LEAVE AVAILABLE**

***Birth or placement for adoption or foster care:*** FMLA leave is available to eligible employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the City of Ottumwa agrees to this request.

***Serious health condition of employee:*** If an eligible employee experiences a serious health condition that makes the employee unable to perform the functions of their job, the employee may take medical leave under this policy. A serious health condition generally occurs when an employee:

- Receives inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

These examples are not exhaustive. Please see the "Definitions" section for the definition of serious health condition under the FMLA.

The following provisions apply to leave for the serious health condition of an employee:

- Intermittent leave—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the treating health care provider through our medical certification process (see below).
- Fitness-for-duty statement—A fitness-for-duty statement with regard to the particular health condition causing the leave will be required in order for the employee to return from a medical leave. Failure to provide the statement will result in a delay in the employee's return to work.

If an employee is out on a worker's compensation injury, they may be required to utilize FMLA during their absence. *Please refer to our Light Duty Policy for more information.*

**Serious health condition of immediate family member.** If an eligible employee needs family leave in order to care for a child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), the employee may take a leave under this policy.

- *Intermittent leave*—Leave may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

**Qualifying exigency because of active duty.** If an eligible employee needs family leave because of any qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), they may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

- *Intermittent leave*— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously.
- *Certification process*—The need for leave must be documented through our certification process (see below).

**Current service member family leave:** If an eligible employee needs family leave to care for a covered service member with a serious injury or illness who is the spouse, child, parent or next of kin the employee may take up to 26 workweeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

**Veteran family leave:** Effective March 8, 2013, an eligible employee may take up to a total of 26 workweeks of unpaid leave to care for a covered veteran with a serious injury or illness who is the employee’s spouse, child, parent or next of kin. (See “Definitions” for a definition of covered veteran).

- *Intermittent leave*—Service member family leave may be taken all at once or, when medically necessary, occurring at irregular intervals; not continuously.
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee’s own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

## **NOTIFYING / REQUESTING LEAVE**



Generally, an application for leave must be completed for all leave taken under this policy. A nonemergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, the employee (or their representative, if the employee is incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of leave. It is the employee's responsibility to notify their manager and Human Resources of absences that may be covered by the FMLA.

To request a leave of absence:

- Log in to UKG
- My Info > My Time > Leave > Request
- Fill out all required information and click submit.

This will submit the request to the HR department. HR will review the request and notify the employee of the next steps within 48 hours. This will include additional paperwork to further certify the leave.

The employee must provide sufficient information regarding the reason for an absence for the City of Ottumwa to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against the employee's record for purposes of discipline for attendance or similar matters.

### **MEDICAL CERTIFICATION PROCESS**

In addition to an application for leave, the employee will be required to complete a medical certification form when leave is for a family member's or the employee's own serious health condition. The certification form needs to be signed by the health care provider at the employee's expense within 15 days after the City's request. These forms are available from Human Resources, the City of Ottumwa website and from the Department of Labor website.

Second or third certifications from health care providers at the City of Ottumwa's expense may be required under certain circumstances. Recertification may be required under certain circumstances and are at the employee's request. We may also require periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.

In addition to an application for leave, the employee will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate the employee's need for FMLA leave.

If the employee's request leave is to care for a covered service member with a serious injury or illness, the employee will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between the employee and the covered service member, to substantiate the need for FMLA leave.



## **INTERMITTENT LEAVE**

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. Intermittent leave is defined as leave that occurs at irregular intervals and is not continuous. Intermittent leave is a series of absences, separated by days during which the employee is at work, but all of which are taken for the same medical reason, subject to the same notice, and taken during the same twelve month period. In all cases, the total amount of leave taken in a calendar year should not exceed the total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

An employee may not take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child unless the City of Ottumwa agrees. However, if the child's own serious medical condition requires intermittent/reduced schedule leave due to medical treatment issues, the leave may be on an intermittent/reduced schedule.

## **PAY DURING LEAVE**

Federal FMLA leave is unpaid. If an employee has accrued time off (sick, vacation, comp), they are required to use accumulated time during the leave, starting with sick pay. Any accumulated time off would run concurrently with an FMLA leave or a paid leave of absence.

An employee who is taking a personal Leave of Absence must exhaust all accrued time off prior to taking unpaid leave.

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence.

An employee, on leave because of an occupational disability related to his/her employment, will be paid according to Iowa Code and/or the City's worker's compensation administrator's policies.

- Employees covered under MFPRSI will be paid through the City as per Iowa Code 411.6.5(b).
- Employees not covered under MFPRSI will be paid according the policies under Iowa Code 85.33 and the City's workers compensation administrator.

The employee may take such sick pay allowance to which they are entitled and the prorated amount will be added to the amount of disability/worker's compensation which will result in an equivalent payment to the employee of a full salary for any particular period.

Any employee on a leave of absence shall continue to accrue leave benefits only until such time as paid leave is exhausted or until 90 consecutive calendar days have passed. Paid time off accrual will restart upon the employee's return to paid status.

If an employee has exhausted all accrued pay benefits, they may be eligible for an unpaid leave.

### **BENEFIT CONTINUATION DURING LEAVE**

The City of Ottumwa will maintain the employee's group health plan coverage, life insurance plan and other selected benefits during FMLA leave on the same terms as if the employee had continued to work, if these benefits were provided to the employee before the leave was taken. The employee will be required to pay the regular Employee share of premiums. This will be required either through payroll deduction (if applicable) or by direct payment to the City Clerk. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occur while the employee is on leave.

If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. If the payment is more than 15 days late, the City will send the employee a letter to this effect. If the City does not receive the co-payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the City of Ottumwa for the cost of the premiums paid by the City of Ottumwa for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

If the City pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City may seek reimbursement from the employee for the portion of the premiums paid by the employer on behalf of that employee (also known as the employer contribution) during the period of leave.

An employee is not entitled to seniority or benefit accrual during periods of leave after 90 days but will not lose anything accrued prior to leave.

### **RETURNING TO WORK**

If the reason for FMLA leave is for the employee's own serious health condition, the employee will be required to present a fitness-for-duty certification with regard to the particular health condition causing the employee's need for FMLA leave prior to their return to work.

If the employee wishes to return to work before the scheduled expiration of FMLA leave, the employee must notify the City of Ottumwa of the change in circumstances as soon as possible, but no later than two working days prior to the desired return date. Employees are expected to return to work at the end of the approved leave period. At least two days prior to an employee's scheduled return to work date, the employee must provide a health care provider's statement releasing the employee to return to work. This statement should be presented to the Human Resources Department. If the statement releases the employee to return to work with



restrictions, the Human Resources Department will work with the employee's supervisor to determine if the restrictions can be met.

If the employee exhausts all leave under this policy and are still unable to return to work, the employee must notify the City of Ottumwa as soon as possible. The situation will be reviewed to determine what rights and protections might exist under other City of Ottumwa policies.

### **RIGHTS UPON RETURN FROM LEAVE**

Upon return from leave under FMLA, the employee will be returned to the position held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, the employee will be placed in an equivalent employment position with equivalent pay, benefits, and other terms and conditions of employment.

There are no job restoration rights associated with a personal leave of absence. However, the City of Ottumwa will make every attempt to reinstate an employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon their return from an approved leave. In the event this cannot be done, the employee will receive written notice from Human Resources as soon as the determination has been made and no later than the employee's scheduled return date.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, the employee may be affected by a layoff, termination or other job change if the action would have occurred had the employee remained actively at work.

### **ATTENDANCE POLICY**

Absences while on approved non-FMLA medical leave will not be counted as occurrences of absenteeism under City of Ottumwa's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other employment during leave. Misrepresentations or any act of dishonesty related to the leave will also be grounds for discipline, up to and including employment termination.

### **DEFINITIONS**

1. **12-Month Period** - means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. **Child** - A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.
  - a. **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in three or more "activities of daily living," or "instrumental activities of daily living," including adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, eating or instrumental



activities such as shopping, taking public transportation or maintaining a residence.

- b. **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.

3. **Continuing Treatment** - means:

- a. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that involves:
- i. Two or more visits to a health care provider within 30 days of the first day of incapacity; or
  - ii. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or
  - iii. A single visit to a health care provider that results in a regimen of continuing treatment; or
- b. A permanent, long-term condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.
- c. Any period of incapacity due to pregnancy, or for prenatal care.
- d. A chronic condition that requires periodic visits for treatment by a health care provider, continues over an extended period of time, or causes episodic rather than a continuing period of incapacity.
- e. Any period of absence to receive multiple treatments by a health care provider for (1) restorative surgery after an accident or injury, or (2) a condition that would likely result in a period of incapacity of more than three consecutive full calendar days in the absence of medical intervention.

4. **Covered Active Duty or Call to Covered Active Duty:**

- a. For members of the Regular Armed Forces – duty during the deployment of the member with the Armed Forces to a foreign country (outside of the United States, the District of Columbia, or any territory or possession of the United States, including international waters).
- b. For members of the Reserve components of the Armed Forces (National Guard and Reserves) - duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

5. **Covered service member** - A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness.

6. **Covered veteran** - An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable, and was discharged at any time during the five-

year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must begin leave to care for a covered veteran within five years of the veteran's active duty service, but the single 12-month period may extend beyond the five-year period.

7. **Full-time employee** - An employee is considered a full-time employee if they are scheduled to work 40 hours a week on a regular basis.
8. **Incapable of Self-Care** – The individual requires active assistance or supervision to provide daily self-care in three or more of the **activities of daily living** (i.e. grooming, hygiene, bathing, dressing, eating) or **instrumental activities of daily living** (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).
9. **Medically necessary** – For purposes of intermittent leave, there must be a medical need for the leave and that the need can best be met through an intermittent or reduced leave schedule.
10. **Next of kin**—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.
11. **Parent** - A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.
12. **Part-time employee** - An employee is considered a part-time employee if they are scheduled to work less than 40 hours a week on a regular basis.
13. **Qualifying Exigency**—includes:
  - a. Short-notice deployment (seven days or less)
  - b. Military events and related activities
  - c. Child care and school activities
  - d. Financial and legal arrangements
  - e. Counseling
  - f. Rest and recuperation (up to 15 days)
  - g. Post-deployment activities
  - h. Parental care
  - i. Additional activities agreed to by the City of Ottumwa and the employee
14. **Serious Health Condition** - for the purposes of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider:
15. **Serious Injury or Illness for Current Servicemember** – An injury or illness incurred by a servicemember in the line of duty on active duty that may cause the servicemember to be medically unfit to perform the duties of his or her office, grade, rank, or rating. It also includes injuries or illnesses that existed before the servicemember's active duty that were aggravated by service in the line of duty on active duty.



16. **Serious Injury or Illness for Covered Veteran** – An injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces or that existed before the veteran's active duty and was aggravated by service in the line of duty on activity duty, and is either:
  - a. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform their duties; or
  - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating of 50% or greater, and the need for leave is related to that condition; or
  - c. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service; or
  - d. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
17. **Spouse** - A husband or wife as defined or other person recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state. This definition does not include unmarried domestic partners
18. **Workweek** - The employee's usual or normal full schedule (hours/days per week) prior to the start of FMLA leave.



received  
9.1.23 030A

Item No. I.-4.

reviewed

# CITY OF OTTUMWA Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Sep 5, 2023

Gene Rathje

Prepared By

Gene Rathje

Department Head

Park & Recreation

Department

City Administrator Approval

AGENDA TITLE: Resolution #139-2023, Accepting the Work as Final and Complete and Approving the Final Pay Request for the Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution #139-2023

DISCUSSION: The Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project is now complete, and the 5% retainage payment of \$5875 can be made to the contractor, RG Construction of Ottumwa. The total cost of this project was \$117,500. The final pay request from RG Construction is attached as well as the certificate of project completion from Willett- Hoffman.

Source of Funds: ARPA, CIP

Budgeted Item:  Budget Amendment Needed: No

RESOLUTION # 139-2023

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE CAMPGROUND SHOWER HOUSE PARKING LOT AND SEWER DUMP STATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with RG Construction of Ottumwa, Iowa on May 16, 2023 for the above referenced project, and

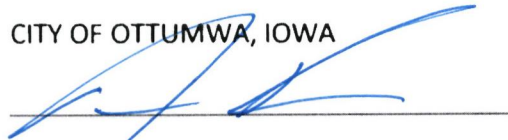
WHEREAS, This project is now final and complete and the project can be closed out and final payment can be made.

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

The Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station project is hereby accepted as final and complete and authorization to make final payment to RG Construction of Ottumwa Iowa in the amount of \$5875 is hereby approved.

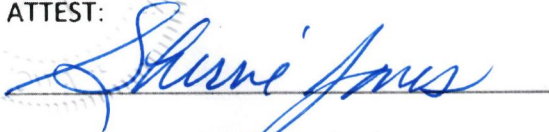
APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA



Marc Roe, Mayor Pro Tem

ATTEST:



Sherrie Jones, Acting City Clerk



# AIA® Document G704® – 2017

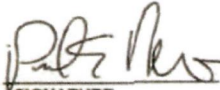
## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Ottumwa Campground - Dump station & Parking Lot	<b>CONTRACT INFORMATION:</b> Contract For: Dump station & Parking Lot  Date: August 16, 2023	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: August 28, 2023
<b>OWNER:</b> <i>(name and address)</i> City of Ottumwa 105 East 3rd Street, Ottumwa, IA 52501	<b>ARCHITECT:</b> <i>(name and address)</i> Willett Hofmann & Associates 625 32nd Ave SW, Cedar Rapids, IA 52404	<b>CONTRACTOR:</b> <i>(name and address)</i> RG Construction Inc 215 East 4th Street, Ottumwa, IA 52501

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

The Ottumwa Campground Dump Station & Parking Lot is substantially complete and can be used for its intended purpose.

Willett Hofmann & Associates ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Paul E. Newman, Project Architect PRINTED NAME AND TITLE	August 10, 2023 DATE OF SUBSTANTIAL COMPLETION
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### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

A list of items to be completed was transmitted to all parties on August 14, 2023

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

RG Construction, Inc CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	ROD EGAN, OWNER PRINTED NAME AND TITLE	8.28.2023 DATE
City of Ottumwa OWNER <i>(Firm Name)</i>	 SIGNATURE	Marc Roe Mayor PRINTED NAME AND TITLE	9-5-2023 DATE



**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
The City of Ottumwa  
105 East 3rd Street  
Ottumwa, IA 52501

PROJECT:  
Ottumwa Campground Parking Lot  
& RV Dump Station

APPLICATION #: 4  
PERIOD TO: 08/23/23  
PROJECT NOS: 3011C21

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

FROM CONTRACTOR:  
RG Construction, LLC  
215 East 4th Street  
Ottumwa, IA 52501

VIA ARCHITECT:  
Willett Hofmann & Associates  
625 32nd Avenue SW  
Cedar Rapids, IA 52404

CONTRACT DATE: 05/16/23

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	117,500.00
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	117,500.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	117,500.00
<b>5. RETAINAGE:</b>		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	5,875.00
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	5,875.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	111,625.00
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)-----		
	\$	111,625.00
8. CURRENT PAYMENT DUE-----	\$	5,875.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

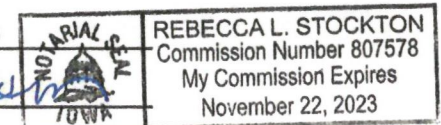
CONTRACTOR:

By: RG Construction Date: 8/23/23

State of: Iowa  
County of: Wapello

Subscribed and sworn to before  
me this 23rd day of August, 2023

Notary Public: Becca Stockton  
My Commission expires: 11/22/23



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ 5,875.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**Continuation Shet**

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4  
 APPLICATION DATE: 08/23/23  
 PERIOD TO: 08/23/23  
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			D From Previous Application (D + E)	E This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	General Conditions	15,000.00	15,000.00				15,000.00	100%		750.00
2	Sitework & Excavation	19,000.00	19,000.00				19,000.00	100%		950.00
3	Concrete	65,000.00	65,000.00				65,000.00	100%		3,250.00
4	Travel Trailer Dump Station with water service	12,000.00	12,000.00				12,000.00	100%		600.00
5	Sanitary Waste	6,500.00	6,500.00				6,500.00	100%		325.00
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<b>Totals</b>		117,500.00	117,500.00				117,500.00	100%		5,875.00

# **CLOSEOUT DOCUMENTS**

**PROJECT:**

**OTTUMWA CAMPGROUND PARKING LOT &  
RV DUMP STATION  
1 JOE LORD MEMORIAL DRIVE  
OTTUMWA, IA 52501**

**OWNER:**

City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, IA 52501

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**ARCHITECT:**

Paul Newman, AIA  
Willett Hofmann & Associates  
625 32<sup>nd</sup> Avenue SW  
Cedar Rapids, IA 52404

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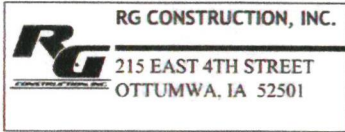
**GENERAL CONTRACTOR:**



**RG CONSTRUCTION, INC.**

**215 EAST 4TH STREET  
OTTUMWA, IA 52501**





8/22/2023

### General Contractor Warranty

Project: City of Ottumwa Campground Parking Lot & RV Dump Station

Location: Ottumwa, IA

Owner: City of Ottumwa

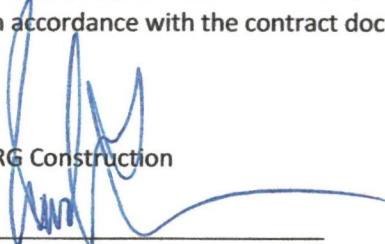
General Contractor: RG Construction

Date of Substantial Completion: 8/10/2023

To Whom It May Concern -

We warrant that all labor and materials furnished and work performed in conjunction with the project are in accordance with the contract documents and authorized modifications for 1 year.

For: RG Construction

By:  \_\_\_\_\_

Title: Owner

Date: 8/22/2023

Glosser Construction  
2084 220<sup>th</sup> Ave  
Blakesburg, IA 52536

8/9/2023

### Subcontractor Warranty

Project: City of Ottumwa Campground Parking Lot & Dump Station

Scope: Concrete

Location: Ottumwa, IA

Owner: City of Ottumwa

General Contractor: RG Construction

Date of Substantial Completion: 8/10/2023

To Whom It May Concern -

We warrant that all labor and materials furnished and work performed in conjunction with the project are in accordance with the contract documents and authorized modifications for 1 year.

For: Glosser Construction

By: 

Title: Owner

Date: 8/9/2023

**The Tower Company, Inc**  
**P.O. Box 1958**  
**Manitowoc, Wi 54221-1958**  
**800-945-1532**  
**Fax 920-682-6094**  
**[salestower@comcast.net](mailto:salestower@comcast.net)**

**Standard Romort Water Tower and Sanitary Hatch Cover Warranty.**

**The Tower Company, Inc will replace any item which is defective at no charge for a period of 12 months after purchase of the Romort Water Tower or Sanitary Hatch Cover.**

**If problems occur with your Romort Water Tower or Sanitary Hatch Cover please call us immediately so we may correct the problem.**

**We thank you for your business.**

**Christine D. Kornely**  
**President**  
**The Tower Company, Inc**



# Waiver of Lien to Date

Date: 8/22/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$42,333.47, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:  
8/22/2023

**RG CONSTRUCTION**

Signed:  \_\_\_\_\_

Title: OWNER

Address: 215 EAST 4TH STREET  
OTTUMWA, IA 52501



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)  
[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)  
[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)  
641.954.9898

## Waiver of Lien to Date

Date: 6/23/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$4,608.00, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:

5/26/2023

### CORE & MAIN

Signed: Sam McKeague

Title: Credit Associate

Address: 1830 Craig Park Ct.

St. Louis, Missouri 63146



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)

[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)

[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)

641.954.3838

## Waiver of Lien to Date

Date: 7/13/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$2,465.00, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:

6/26/2023

### ELITE PLUMBING

Signed: Ron Walker

Title: General Manager

Address: 404 W. Main  
Ottumwa, IA



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)

[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)

[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)

641.954.9898



## Waiver of Lien to Date

Date: 7/13/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$4,206.24, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:

6/23/2023

### CORE & MAIN

Signed: 

Title: credit associate

Address: 1830 Craig Park Court

St. Louis, MO 63146



**CONSTRUCTION, INC.**

215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)  
[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)  
[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)

641.254.9838

## Waiver of Lien to Date

Date: 7/13/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$2,500.00, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:  
6/12/2023

### SHANE POE CONSTRUCTION LLC

Signed: Becca Poe

Title: Secretary

Address: 18786 Maxs Ave  
Dawling, MO 63536



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)

[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)

[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)

641.954.9898

# Waiver of Lien to Date

Date: 7/13/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$212.29, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:  
6/30/2023

## NORRIS ASPHALT PAVING CO.

Signed: Shari Rapp

Title: Accountant

Address: P.O. Box 695  
Ottumwa, IA 52501



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)  
[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)  
[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)  
641.954.9898



# Waiver of Lien to Date

Date: 8/7/2023

The undersigned, for payment received and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release all liens or claim of, or right to, lien under statutes of the State of Iowa, with respect to and on The City of Ottumwa's Campground Parking Lot & RV Dump Station.

And improvements thereon, and on material, fixture, apparatus or machinery furnished, and on the monies, funds or other consideration due or to become due from the owner, or account labor, services, materials fixtures, apparatus, or machinery, furnished to this date by the undersigned for the above described premise. The undersigned further certify that the amount of \$55,300.00, and is correct, that work performed and all material and/or equipment furnished are as specified for the project and that all applicable requirements have been fulfilled.

This release covers all materials and/or equipment furnished and work completed through:

7/12/2023

## GLOSSER CONSTRUCTION

Signed: Ryan Glos

Title: Owner

Address: 2084 220th Ave  
Blakesburg IA 52536



215 East 4th Street  
Ottumwa, IA 52501

[www.rgconstructioncompany.com](http://www.rgconstructioncompany.com)

[rod@rgconstructioncompany.com](mailto:rod@rgconstructioncompany.com)

[becca@rgconstructioncompany.com](mailto:becca@rgconstructioncompany.com)

641.954.9898

Wednesday, August 09, 2023

## **Romort Water Tower #05400 Yearly Maintenance Schedule**

If the water tower is to be shut down during the winter months disconnect water supply, remove the two screws from the base. Lift water tower out of base and store inside when not in use. This will prolong the life of your Romort Water Tower and its parts.

Or

Remove upper hose and vacuum breaker when not in use during cold weather.

If the Tower is to be used all year round do a yearly check of hoses.





**NOTICE**  
NON-POTABLE  
WATER

**POTABLE**  
WATER




# AIA® Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Ottumwa Campground - Dump station & Parking Lot	<b>CONTRACT INFORMATION:</b> Contract For: Dump station & Parking Lot  Date: August 16, 2023	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: August 28, 2023
<b>OWNER:</b> <i>(name and address)</i> City of Ottumwa 105 East 3rd Street, Ottumwa, IA 52501	<b>ARCHITECT:</b> <i>(name and address)</i> Willett Hofmann & Associates 625 32nd Ave SW, Cedar Rapids, IA 52404	<b>CONTRACTOR:</b> <i>(name and address)</i> RG Construction Inc 215 East 4th Street, Ottumwa, IA 52501

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*

The Ottumwa Campground Dump Station & Parking Lot is substantially complete and can be used for its intended purpose.

Willett Hofmann & Associates		Paul E. Newman, Project Architect	August 10, 2023
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

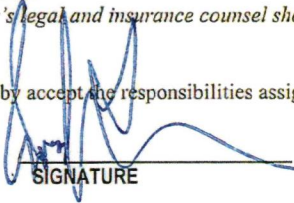
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*  
A list of items to be completed was transmitted to all parties on August 14, 2023

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

RG Construction, Inc		ROD GROOMS, OWNER	8.28.2023
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Ottumwa			
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

**received**  
8/31 2pm

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: 9/5/2023

Philip Rath  
Prepared By

Admin  
Department

Philip Rath  
Department Head

*PR*  
Philip Rath  
City Administrator Approval

AGENDA TITLE: Resolution Authorizing Execution of a Termination Agreement By and Between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP Terminating the Agreement for Private Development By and Between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP

\*\*\*\*\*

RECOMMENDATION:  
Approve Resolution 140-2023

DISCUSSION:

On March 20, 2018 the city council adopted the Vogel Urban Renewal Plan and subsequently a development agreement for the purpose of razing the St. Joe hospital and construct a housing development. The hospital had been razed; however, the construction had not occurred. This project will not be completed within the timeframe of the original agreement. The city and the developer are looking for a mutual termination and release from the development agreement.

Source of Funds:  
N/A

Budgeted Item  
No

Budget Amendment Needed: N/A

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

September 5, 2023

5:30 P.M.

#### Vogel Urban Renewal Plan

- Resolution authorizing execution of a Termination Agreement by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP terminating the Agreement for Private Development by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.



September 5, 2023

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Pro Tem Marc Røe, in the chair, and the following named Council Members:

Cara Galloway, Russ Hull, Sandra Pope, Marc Røe

\_\_\_\_\_

Absent: Doug McAntire

Vacant: None

\* \* \* \* \*

Council Member Galloway introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION AUTHORIZING EXECUTION OF A TERMINATION AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND 312 EAST ALTA VISTA PARTNERSHIP, LLLP TERMINATING THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF OTTUMWA AND 312 EAST ALTA VISTA PARTNERSHIP, LLLP", and moved:

that the Resolution be adopted.

to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_.

Council Member Pope seconded the motion. The roll was called and the vote was,

AYES: Galloway, Hull, Pope, Røe

NAYS: Absent: McAntire

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 140-2023

RESOLUTION AUTHORIZING EXECUTION OF A  
TERMINATION AGREEMENT BY AND BETWEEN THE  
CITY OF OTTUMWA AND 312 EAST ALTA VISTA  
PARTNERSHIP, LLLP TERMINATING THE AGREEMENT  
FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE  
CITY OF OTTUMWA AND 312 EAST ALTA VISTA  
PARTNERSHIP, LLLP

WHEREAS, by Resolution No. 85-2018, adopted March 20, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Vogel Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Vogel Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the City of Ottumwa, Iowa ("City") and 312 East Alta Vista Partnership, LLLP ("Developer") previously entered into an Agreement for Private Development dated March 20, 2018 ("Original Agreement") concerning the development of certain real property located within the City's Vogel Urban Renewal Area (the "Development Property"); and

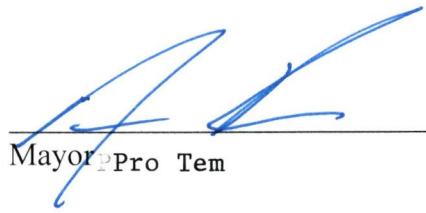
WHEREAS, the Original Agreement was amended by a First Amendment dated September 3, 2019 (the "First Amendment"); and

WHEREAS, the Developer has completed the demolition of the prior structures on the Development Property but is unable to complete the remainder of the project proposed in the Agreement and, accordingly, the City and the Developer have agreed to terminate the Original Agreement, as amended, by execution of a Termination Agreement by and between the City and Developer.

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

Section 1. That the form and content of the Termination Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal, deliver, and record the Termination Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Termination Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Termination Agreement as executed.

PASSED AND APPROVED this 5<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Acting 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 corporate records of the City showing proceedings of the City 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 (a copy of the face sheet of the agenda being attached hereto) 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 City hereto affixed this 5 day of September, 2023.

  
Acting City Clerk, City of Ottumwa, State of Iowa



02241811-1310981-130

COUNTY RECORDER'S CERTIFICATE

I, \_\_\_\_\_, County Recorder of Wapello County in the State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, there was filed in my office a Termination Agreement terminating the Agreement for Private Development dated March 20, 2018, by and between the City of Ottumwa and 312 East Alta Vista Partnership, LLLP, all duly certified, for recording and the same is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records in my office.

\_\_\_\_\_  
County Recorder of Wapello County in the State of  
Iowa

(COUNTY SEAL)

02241813-1\10981-130

Prepared by: Jenna Sabroske, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City of Ottumwa, c/o City Clerk, 105 E. Third Street, Ottumwa, IA 52501

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**TERMINATION OF  
AGREEMENT FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
CITY OF OTTUMWA, IOWA  
AND  
312 EAST ALTA VISTA PARTNERSHIP, LLLP**

Pursuant to the terms and conditions of this termination agreement (“Termination Agreement”), on or as of \_\_\_\_\_, 2023, the CITY OF OTTUMWA, IOWA, a municipality (“City”) and 312 EAST ALTA VISTA PARTNERSHIP, LLLP, an Iowa limited liability limited partnership (“Developer”) mutually agree to terminate that certain Agreement for Private Development by and between the City and Developer dated March 20, 2018 (the “Original Agreement”), that concerns the development of certain property legally described on Exhibit A attached hereto (the “Development Property”).

WHEREAS, a Memorandum of the Original Agreement was recorded in the office of the Recorder of Wapello County, Iowa as Document No. 20182610 on June 25, 2018; and

WHEREAS, the Parties amended the Original Agreement by a First Amendment dated September 3, 2019 (the “First Amendment”); and

WHEREAS, the Parties now desire to terminate the Original Agreement, as amended, as set forth below.

NOW THEREFORE, in consideration of the premises and the mutual obligations of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged, each of them does hereby covenant and agree with the other as follows:

Section 1. Termination. The Parties hereby agree that the Original Agreement, as amended, is hereby terminated and shall have no further effect of any kind.

Section 2. Mutual Release. The City and Developer hereby waive any claims against one another related to rights or obligations under the Original Agreement, as amended, and hereby



agree to release their rights to pursue any remedies under the Original Agreement, as amended. The Parties agree that the release set forth in this Section 2 shall be construed to be and shall remain in effect in all respects as a complete general release as to the matters herein related.

Section 3. Definitions, Titles of Sections. Terms used herein and not otherwise defined shall have the meaning assigned to them in the Original Agreement, as amended. Any titles of the several parts and Sections of this Termination Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4. Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5. Governing Law. This Termination Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 6. Entire Agreement. This Termination Agreement reflects the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Termination Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 7. Authority to Execute. Developer represents and warrants that Developer has not assigned any of its rights or interests in the Original Agreement. Developer represents and warrants that it has duly obtained all necessary approvals and consents for the execution and delivery of this Termination Agreement, and has full power and authority to execute and deliver this Termination Agreement.

Section 8. Successors and Assigns. This Termination Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 9. Recording. Once this Termination Agreement has been executed by all Parties, the Parties agree that the City shall record this Termination Agreement in the office of the Wapello County Recorder.

IN WITNESS WHEREOF, the City has caused this Termination Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Termination Agreement to be duly executed in its name and on its behalf by its authorized representative(s), all on or as of the day first above written.

*[Remainder of page intentionally left blank; Signature pages follow]*



(SEAL)

CITY:  
CITY OF OTTUMWA, IOWA

By: [Signature]  
Marc Roe, Mayor Pro Tem

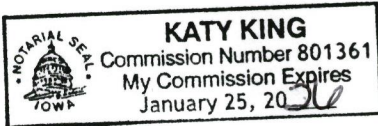
ATTEST:

By: [Signature]  
Sherrie Jones, Acting City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

On this 5<sup>th</sup> day of September, 2023, before me a Notary Public in and for said State, personally appeared Marc Roe and Sherrie Jones, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and Acting City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and Acting City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

[Signature]  
Notary Public in and for the State of Iowa



[Signature pages to Termination Agreement – City of Ottumwa]

**DEVELOPER:**  
312 EAST ALTA VISTA PARTNERSHIP, LLLP

By 312 East Alta Vista, LLC, its General Partner:

By: \_\_\_\_\_  
Justin Doyle, Manager

STATE OF IOWA                    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Justin Doyle to me personally known, who, being by me duly sworn, did say that they are a Manager of 312 East Alta Vista, LLC, the general partner of 312 East Alta Vista Partnership, LLLP, and that said instrument was signed on behalf of said limited liability company and said limited liability limited partnership; and that the said Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company and said limited liability limited partnership, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Termination Agreement – Developer]*



**EXHIBIT A**  
**LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY**

"TRACT 4" (ALTA VISTA CAMPUS)

Part of the Northwest Quarter of the Southeast Quarter of Section Eighteen (18), Township 72 North, Range 13 West of the 5th P.M., in Wapello County, Iowa; described as follows: Commencing 30 feet East of the Northwest Corner of the Southeast Quarter, Section 18, Township 72, Range 13; thence South 38 rods and 14 1/4 feet; thence East 20 rods and 9.65 feet; thence North 38 rods and 14 1/4 feet; thence West 20 rods and 9.65 feet to the point of beginning; containing five acres, more or less; known and designated on the Auditor's Plat Books as Auditor's Lot 12 of the Southeast Quarter of Section 18, Township 72, Range 13;

More properly described as: A part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 72 North, Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Northwest Corner of the said NW 1/4 of the SE 1/4 of Section 18; thence on an assumed bearing of East along the North line of the said SE 1/4 of Section 18, a distance of 33.00 feet to the point of beginning of the tract of land herein described; thence South 00°-16'-35" West along the East line of the 63.00 foot wide N. Ash Street, a distance of 626.93 feet to the point of intersection with the North line of the 60.00 foot wide Vanness Avenue; thence North 89°-48'-10" East along the said North line of Vanness Avenue, a distance of 338.93 feet; thence North 00°- 20'-05" East along the prorated lot line between Auditor's Lot 12 and Auditor's Lot 11 of the said SE 1/4 of Section 18, a distance of 625.77 feet to a point on the said North line of the SE 1/4 of Section 18; thence West along the said North line of the SE 1/4 of Section 18, a distance of 339.56 feet to the point of beginning, containing 4.88 acres more or less and being known and designated on the Auditor's Plat Book in the office of the Auditor and on the Auditor's Lot Plat book in the office of the Recorder, Wapello County, Iowa, as Auditor's Lot Twelve (12) of the Southeast Quarter (SE 1/4) of Section 18, TWP. 72 N., R. 13W. of the 5th P.M., Wapello County, Iowa and being subject to all of that part of the above described tract of land that is now being used for public roadway purposes. As set out on Plat of Survey dated June 11, 1987 and filed June 19, 1987. Plat Record 3-C Page 63 of Wapello County Recorder.

ALSO: Commencing 22 rods and 7.65 feet East of the Northwest Corner of the Southeast Quarter of Section 18, Township 72, Range 13 West; thence South 38 rods 14 1/2 feet; thence East 20 rods and 9.65 feet; thence North 38 rods 14 1/2 feet; thence West 20 rods and 9.65 feet to the place of beginning, containing five acres, known and designated, on the Auditor's Plat Book as Auditor's Lot number Eleven (11) of the Southeast Quarter of said Section Eighteen (18), Township 72, Range 13 in Wapello County, Iowa.

More properly described as: A part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 72 North, Range 13 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Northwest corner of the said NW 1/4 of the SE 1/4 of Section 18; thence on an assumed bearing of East along the North line of the said SE1/4 of Section 18, a distance of 372.56 feet to the point of beginning of the tract of land herein described; thence South 00°-20'-05" West along the prorated lot line

between Auditor's Lot 12 and Auditor's Lot 11 of the said SE 1/4 of Section 18, a distance of 625.77 feet to the point on the North line of the 60.00 foot wide Vanness Avenue, said point also being located North 89°-48'-10" East, a distance of 338.93 feet from the point of intersection of the said North line of the 60.00 foot wide Vanness Avenue with the East line of the 63.00 foot wide N. Ash Street; thence North 89°-48'-10" East along the said North line of Vanness Avenue, a distance of 338.93 feet to the Southwest corner of Lot 1 of Bailey's Subdivision of Auditor's Lot 10 of the NW 1/4 of the SE 1/4 of said Section 18, said corner is also located South 89°-48'10" West, a distance of 148.7 feet from an original iron pin at the Southeast Corner of said Lot 1; thence North 00°-23'-35" East along the West line of the said Bailey's Subdivision being 148.7 feet West of and parallel with the West line of N. Elm Street as heretofore monumented with iron pins in said Bailey's Subdivision, a distance of 624.60 feet to the point on the said North line of the SE 1/4 of Section 18; thence West along the said North line of the SE 1/4 of Section 18, a distance of 339.56 feet to the point of beginning, containing 4.87 acres more or less and being known and designated on the Auditor's Plat Book in the office of the Auditor and on the Auditor's Lot Plat Book in the office of the Recorder Wapello County, Iowa as Auditor's Lot Eleven (11) of the Southeast Quarter (SE 1/4) of Section 18, TWP. 72 N., R. 13 W. of the 5th P.M. Wapello County, Iowa, subject to an Easement to the Ottumwa Gas Company now Iowa- Illinois Gas and Electric Company for a pipe line as found of record in Book 160, Page 643, in the office of the Recorder, Wapello County, Iowa, and also being subject to all of that part of the above described tract of land that is now being used for public roadway purposes. As set out on Plat of Survey dated June 11, 1987 and filed June 19, 1987. Plat Record 3-C Page 63 of Wapello County, Recorder.

02240996-1\10981-092

**received**  
8.29.23 415p.

# CITY OF OTTUMWA

## Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of : Sep 5, 2023

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 141-2023: RESOLUTION APPROVING A REAL ESTATE GIFT AGREEMENT WITH BETTY MCCONAUGHEY FOR PROPERTY LOCATED AT 625 MORRIS

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 141-2023

DISCUSSION: The property located at 625 Morris was placarded in January 2022 for lack of utilities and being open to the elements. The property owner no longer lives in the house and is unable to maintain the home. Her son has power of attorney and has agreed to the agreement which would gift the property to the City. Inspectors will evaluate whether the best course of action would be to demolish the property or to attempt to find a buyer for a

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



rehabilitation. In either case, accepting the gift will move toward closing this file and getting this property on a path toward either development or redevelopment.

RESOLUTION NO. 141-2023

RESOLUTION APPROVING A REAL ESTATE GIFT  
AGREEMENT WITH BETTY MCCONAUGHEY FOR  
PROPERTY LOCATED AT 625 MORRIS

WHEREAS, Betty McConaughey has offered to gift certain real property to the City of Ottumwa, which real property is legally described as:

The East Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa,  
[Parcel 007416590218000]

AND

The West Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa  
[Parcel 007416590219000]

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


Section 1. That the City shall accept a warranty deed for the real property described herein,  
at no cost to the City other than the transactional expenses.

Section 2. That the Mayor and the City Clerk are hereby authorized, empowered and  
directed to do all such acts and things and to execute all such documents as may be necessary to  
complete the transaction.

PASSED AND APPROVED this September 5, 2023.

  
\_\_\_\_\_  
Marc Rog, Mayor Pro Tem

ATTEST:

  
\_\_\_\_\_  
Sherrie Jones, Acting City Clerk



## Real Estate Gift Agreement

This Real Estate Gift Agreement is made on August 29, 2023, by Betty McConaughy, a single person ("Seller"), and the City of Ottumwa, Iowa, an Iowa municipal corporation ("City").

The parties agree as follows:

1. **Property.** Seller agrees to convey, and the City agrees to accept, fee simple title to the property legally described as follows:

The East Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa,

[Parcel 007416590218000]

AND

The West Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa

[Parcel 007416590219000]

(the "Property"). Title to the Property shall include any easements and servient estates appurtenant thereto and be subject only to (i) zoning restrictions, (ii) easements of record, and (iii) restrictive covenants of record.

2. **Consideration.** No cash consideration shall be paid by the City to Seller for the Property, but the Seller acknowledges receipt of valuable consideration resulting from the City's intended use of the Property.

3. **Real Estate Taxes.** The City shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years; the amount of real estate taxes attributable to the Property shall be determined as a proportional amount of taxes assessed against the tax parcel that the Property is a part of prior to transfer. There shall be no proration of taxes for the fiscal year in which Closing occurs (due and payable in the subsequent fiscal year); the City shall pay any taxes for the Property due and payable in subsequent fiscal years.

4. **Special Assessments.** The City shall be responsible for all special assessments against the Property that a lien at the time of Closing, if any.

5. **Closing.** Closing shall be on a date acceptable to both parties on or before September 21, 2023. The City will be entitled to possession of the Property at closing. This transaction shall be considered closed upon the delivery to the City of a duly executed deed for the Property.

6. **Seller Closing Costs.** Seller shall pay any fees or costs for attorneys or other professionals hired by Seller related to this transaction.

7. **City Closing Costs.** The City will pay the remaining costs associated with this transaction not paid by the Seller under paragraph 6 of this agreement, including:



- a. City's attorneys' fees;
- b. The cost to obtain a title certificate or updated abstract of the Property;
- c. The cost to prepare and record a survey/acquisition plat of the Property, if needed;
- d. Real estate taxes for the Property;
- e. Transfer tax, if any; and
- f. Recording fees.

8. **Fixtures.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

9. **Condition of Property.** The Property will be preserved by the Seller in its present condition until closing. The City has inspected the Property and all improvements thereon and agrees to accept the same at Closing "AS IS" with no express or implied warranties.

10. **Abstract and Title.** Seller shall provide to the City any existing abstracts of title to the Property that are in Seller's possession. The City, at the City's cost, shall update the existing abstracts, obtain a new abstract of title to the Property, or obtain a title certificate for the Property continued at least through the date of this Agreement, and deliver it to the City's counsel for examination. The abstract and/or title certificate shall show merchantable title in Seller in conformity with this agreement, Iowa law, and Title Standards of the Iowa State Bar Association. If title is not marketable, or is not easily corrected to be marketable, the City may terminate this agreement by written notice to Seller. Any abstract or title certificate prepared for the City's use shall become the personal property of the City following closing.

11. **Conveyance Documents.** At Closing, Seller shall convey the Property to City by warranty deed, in substantially the form attached as Exhibit A.

12. **Lease Agreements.** Seller represents and warrants to City that there are no lease or occupancy agreements concerning the Property, except as disclosed to City in writing at the time of execution of this agreement. If there are lease or occupancy agreements concerning the Property, Seller shall cause such agreements to be terminated, or amended to exclude the Property, prior to Closing.

13. **Remedies of the Parties.**

- a. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, then Seller's sole and exclusive remedy shall be to terminate this agreement by providing written notice of termination to the City.
- b. If the Seller breaches, repudiates, or otherwise fails to timely perform this agreement, then the City's sole and exclusive remedy shall be to terminate this agreement by providing written notice of termination to Seller.

14. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

To Seller:  
Betty McConaughy

To the City:  
City of Ottumwa, Iowa

See address on page 4.

Attn: City Clerk  
105 E. Third St.  
Ottumwa, IA 52501

15. **Survival.** This agreement shall survive closing.
16. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.
17. **No Real Estate Agent or Broker.** Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party shall hold the other party harmless from any claim by any real estate agent or broker for any commission arising from this transaction.
18. **Choice of Law.** All claims relating to this agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.
19. **No Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.
20. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
21. **Modification.** No amendment of this agreement will be effective unless it is in writing and signed by both parties.
22. **Waiver.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
23. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:
  - a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
  - b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
  - c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
  - d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.
24. **Approval.** This agreement is not valid unless duly approved by the City Council of the City of Ottumwa, Iowa.

25. **Certification.** City and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to its breach of the foregoing certification.

26. **No Groundwater Hazards.** Seller represents and warrants to the City that there is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the Property as described in Iowa Code Section 558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

27. **Counterparts.** This agreement may be executed in one or more counterparts. Taken together, these counterparts will constitute one agreement.

The parties are signing this agreement as of the date stated in the introductory clause.

BETTY MCCONAUGHEY

CITY OF OTTUMWA, IOWA,  
a municipal corporation

By: Ralph McConaughy  
Betty McConaughy  
as Power of Attorney  
Address:  
17105 Bluegrass Rd  
Ottumwa IA. 52501

By: [Signature]  
Mayor Pro Tem

By: [Signature]  
Acting City Clerk



02232487-2\10981-1032

[EXHIBIT A FOLLOWS]



Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, P.C., 100 Court Ave., Ste. #600, Des Moines, IA 50309, (515) 243-7611

Return to/Taxpayer Information: City of Ottumwa, c/o City Clerk, 105 E. Third Street, Ottumwa, Iowa 52501

### WARRANTY DEED

For good and valuable consideration, Betty McConaughy, single ("Grantor") does hereby convey to the City of Ottumwa, Iowa ("Grantee"), the following described real estate in Wapello County, Iowa:

The East Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa,  
AND

The West Half of Lot 220 in Jefferson Park Addition to the City of Ottumwa, Iowa

*This transfer is exempt from transfer tax under Iowa Code Section 428A.2(21).*

**There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.**

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

Dated: August 29th, 2023.

By: Ralph McConaughy as power of attorney  
Betty McConaughy

STATE OF IOWA, COUNTY OF Wapello ) ss:

This record was acknowledged before me on August 29, 2023 by Betty McConaughy.



Keelie Johnson  
NOTARY PUBLIC IN AND FOR SAID STATE  
My commission expires: 11-22-2023

COPY

**DECLARATION RELATING TO LIFE-SUSTAINING PROCEDURES  
(Living Will)  
AND  
DURABLE POWER OF ATTORNEY FOR HEALTH CARE DECISIONS  
(Medical Power Of Attorney)**

**I. DECLARATION RELATING TO LIFE-SUSTAINING PROCEDURES**

If I should have an incurable or irreversible condition that will result either in death within a relatively short period of time or a state of permanent unconsciousness from which, to a reasonable degree of medical certainty, there can be no recovery, it is my desire that my life not be prolonged by the administration of life-sustaining procedures. If I am unable to participate in my health care decisions, I direct my attending physician to withhold or withdraw life-sustaining procedures that merely prolong the dying process and are not necessary to my comfort or freedom from pain.

This declaration is subject to any specific instructions or statement of desires I have added in "Additional Provisions" below.

**II. POWER OF ATTORNEY FOR HEALTH CARE DECISIONS**

I, **Betty Lou McConaughey, 625 Morris St, Ottumwa Ia 52501** designate:

**Ralph R. McConaughey, 17105 Bluegrass Rd, Ottumwa Ia 52501**

as my attorney in fact (my agent) and give to my agent the power to make health care decisions for me. This power exists only when I am unable, in the judgment of my attending physician, to make those health care decisions. The attorney in fact must act consistently with my desires as stated in this document or otherwise made known.

Except as otherwise specified in this document, this document gives my agent the power, where otherwise consistent with the laws of the State of Iowa, to consent to my physician not giving health care or stopping health care which is necessary to keep me alive.

This document gives my agent power to make health care decisions on my behalf, including to consent, to refuse to consent, or to withdraw consent to any care, treatment, service, or procedure to maintain, diagnose, or treat a physical or mental condition. This power is subject to any statement of my desires and any limitations included in this document.

I hereby revoke all prior Durable Powers Of Attorney for Health Care Decisions.

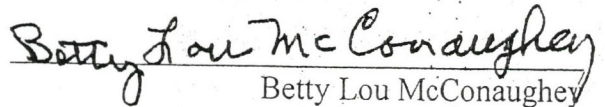
If the person designated as agent above is unable to serve, I designate the following person to serve instead:

**Kimberly Ann Cobler, 15119 118<sup>th</sup> Ave, Ottumwa Ia 52501**

**COPY**

Yes \_\_\_ No \_\_\_ In the event that medical professionals determine that I may be an organ donor, I agree to the use of life-sustaining procedures, including a ventilator, for the sole purpose and time period required to complete the organ donation. Nothing in this paragraph shall be construed to expand or detract from the laws related to anatomical gifts as outlined in the Iowa Code, Chapter 142C. The purpose of this paragraph is to practically and medically make organ donation possible.

Signed on May 14<sup>th</sup> 2018

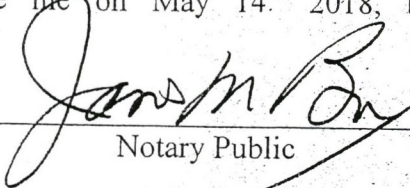
  
Betty Lou McConaughy

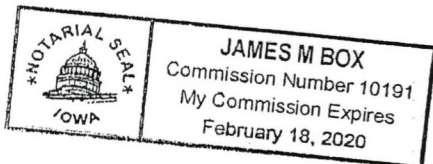
IMPORTANT NOTE: THIS DOCUMENT MUST BE SIGNED OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC OR TWO WITNESSES. SEE REVERSE FOR NOTARY OR WITNESS FORMS. IF YOU WANT TO EXECUTE EITHER A LIVING WILL DECLARATION OR A MEDICAL POWER OF ATTORNEY, BUT NOT BOTH, SEPARATE FORMS ARE AVAILABLE FROM THE IOWA STATE BAR ASSOCIATION. IF YOU HAVE QUESTIONS REGARDING THIS FORM OR NEED ASSISTANCE TO COMPLETE IT, YOU SHOULD CONSULT AN ATTORNEY.

NOTARY PUBLIC FORM

STATE OF IOWA, COUNTY OF WAPELLO

This record was acknowledged before me on May 14<sup>th</sup> 2018, by Betty Lou McConaughy.

  
Notary Public



COPY



## GENERAL INFORMATION REGARDING THIS DOCUMENT

1. "Health care" means any care, treatment, service, or procedure to maintain, diagnose, or treat an individual's physical or mental condition. "Life-sustaining procedure" means any medical procedure, treatment, or intervention which utilizes mechanical or artificial means to sustain, restore, or supplement a spontaneous vital function, and when applied to a person in a terminal condition, would serve only to prolong the dying process. "Life sustaining procedure" does not include administration of medication or performance of any medical procedure deemed necessary to provide comfort care or to alleviate pain.
2. The terms "health care" and "life-sustaining procedure" include nutrition and hydration (food and water) only when provided parenterally or through intubation (intravenously or by feeding tube). Thus, this document authorizes withholding nutrition or hydration that is provided intravenously or by feeding tube. If this is not what you want, you should set forth your specific instructions in the space provided on page 1.
3. The following individuals shall not be designated as the attorney in fact to make health care decisions under a durable power of attorney for health care:
  - a. A health care provider attending the principal on the date of execution.
  - b. An employee of such a health care provider unless the individual to be designated is related to the principal by blood, marriage, or adoption within the third degree of consanguinity.
4. The power of attorney for health care decisions or the declaration relating to use of life-sustaining procedures may be revoked at any time and in any manner by which the principal/declarant is able to communicate the intent to revoke, without regard to mental or physical condition. A revocation is only effective as to the attending health care provider upon its communication to the provider by the principal/declarant or by another to whom the principal/declarant has communicated the revocation.
5. It is the responsibility of the principal/declarant to provide the attending health care provider with a copy of this document.
6. A declaration relating to use of life-sustaining procedures will be given effect only when the declarant's condition is determined to be terminal or the declarant is in a state of permanent unconsciousness, and the declarant is not able to make treatment decisions.

### SUGGESTIONS AFTER FORM IS PROPERLY SIGNED, WITNESSED OR NOTARIZED

1. Place original in a safe place known and accessible to family members or close friends.
2. Provide a copy to your doctor.
3. Provide a copy(s) to family member(s).
4. Provide a copy to the designated attorney in fact (agent) and to alternate designated attorneys in fact (if any).

**COPY**

**AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION TO  
NOMINATED HEALTH CARE ATTORNEY-IN-FACT**

Pursuant to the terms of a Durable Power of Attorney, Health Care Decisions, (or Combined Living Will and Medical Power of Attorney) (HCPOA) dated May 14<sup>th</sup> 2018, in which the undersigned is the grantor, the power becomes effective in the event of my disability or incapacity.

**AUTHORIZATION TO RELEASE INFORMATION:**

I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau, Inc., or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to give, disclose, and release to the person or persons designated in this document to act as my agent such of my individually identifiable health information and medical records regarding any past, present or future medical or mental health condition

(including all specially protected health information relating to each of the following conditions specifically authorized by me to be disclosed by marking the box with an "X" or a check mark:

- sexually transmitted diseases, acquired immunodeficiency syndrome (AIDS), and human immunodeficiency virus (HIV);
- behavioral and mental health;
- alcohol, drug and other substance abuse; and
- genetic-related information.)

Betty Lou McConaughy  
Betty Lou McConaughy

Date: May 14<sup>th</sup> 2018

relating to my ability to make health care decisions. The purpose of this request is to assist in determining whether the person designated to act as my agent should act as my agent. This authorization expires when I die or when revoked by me by a written revocation signed by me and delivered to the entity from which information is being requested prior to the time information is being requested.

I understand I can revoke this authorization by delivering a written statement of revocation to any entity I have authorized to give, disclose and release information. The revocation is effective only as to those entities to whom the written statement revocation is given and only after the time of delivery. I also understand that I have the right to inspect the disclosed information at any time. My treatment, payment, enrollment or eligibility for benefits with an entity that I have authorized to release information is not conditioned on my signing this authorization. I know that once the information I have authorized to be released is released it is subject to re-disclosure by the recipient and is no longer protected by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto, as amended from time to time.

**COPY**

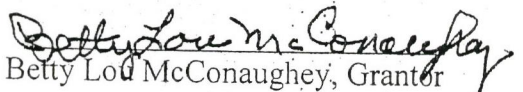


## THE AUTHORITY TO ACT AS PERSONAL REPRESENTATIVE

In addition to the other powers granted by the HCPOA, I grant to my agent the power and authority to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and its regulations (HIPAA) during any time that my agent (hereinafter referred to in subsequent clauses of this paragraph as my "HIPAA personal representative") is exercising authority under this document.

Pursuant to HIPAA, I specifically authorize my HIPAA personal representative to request, receive and review any information regarding my physical or mental health, including without limitation all HIPAA-protected health information, medical and hospital records; to execute on my behalf any authorizations, releases, or other documents that may be required in order to obtain this information and to consent to the disclosure of this information. I further authorize my HIPAA personal representative to execute on my behalf any documents necessary or desirable to implement the health care decisions that my HIPAA personal representative is authorized to make under the HCPOA.

Dated May 14<sup>th</sup> 2018.

  
Betty Lou McConaughy, Grantor

COPY



received  
9-1-23 830A

Item No. I.-7.

reviewed

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: September 5, 2023

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Phillip Burgmeier*  
\_\_\_\_\_  
Department Head

*Ry Rt*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #142-2023. Approving Change Order #3 and accepting the work as final and complete and approving the Final Pay Request for the Pawnee Drive 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 #142-2023.

DISCUSSION: This project included full-width, full depth PCC reconstruction of Pawnee Drive from Fox-Sauk to the Cul-de-Sac. In addition, all culverts, storm sewers, and sanitary sewers were replaced. The recently developed Helgerson Flats Certified Industrial Park is adjacent to the new roadway.

Change Order #3 decreases the contract sum by \$60,979.63.

Original Contract Amount	\$1,176,777.00
Change Order #1	\$ 62,734.00
Change Order #2	\$ 51,632.03
Change Order #3	\$ (60,979.63)
New Contract Amount	\$1,230,163.40
Less Previous Payments	\$1,160,295.23
Final Amount Due	\$ 69,868.17

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment in the amount of \$69,868.17 to Jones Contracting Corp. of West Point, Iowa.

Budgeted amount: \$ 1,012,412.00

Source of Funds: FY-20/21 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #142-2023

A RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST  
FOR THE PAWNEE DRIVE RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Jones Contracting Corp. of West Point, Iowa on March 1, 2022 for the above referenced project; and,

WHEREAS, Change Order #3 decreased the contract amount by \$60,979.63. The total new contract sum is \$1,230,163.40. The project is now completed in accordance with the plans and specifications.

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 Pawnee Drive Reconstruction Project is hereby accepted as complete and authorization to make final payment to Jones Contracting Corp. of West Point, Iowa in the amount of \$69,868.17 is hereby approved.

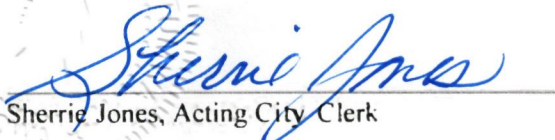
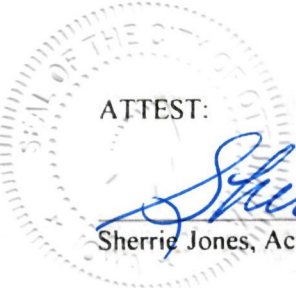
APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of September, 2023.

CITY OF OTTUMWA, IOWA



Marc Roe, Mayor Pro Tem

ATTEST:



Sherrie Jones, Acting City Clerk

**Section 640**  
**CHANGE ORDER**

Project: Pawnee Reconstruction To Contractor: Jones Contracting

Change Order Number: 3

The Contract is changed as follows:  
Adjustment of Quantity-See Tab Sheet

29-Aug-23
<u>-\$60,979.63</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: (\$60,979.63)

**Base bid amount** \$1,176,777.00

**NEW PROJECT TOTAL** \$1,230,163.40

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$1,176,777.00</u>
Net change by previously authorized Change Orders	<u>\$114,366.03</u>
The Contract Sum prior to this change order	<u>\$1,291,143.03</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$60,979.63)</u>
The new Contract Sum including this change order	<u>\$1,230,163.40</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.

*Phil Buzman*  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

08-30-2023  
DATE

Jones Contracting  
CONTRACTOR

8/29/23  
DATE

*[Signature]*  
BY

*President*  
TITLE



**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Pawnee Reconstruction

PAY REQUEST NO. 7  
Final

FROM CONTRACTOR: Jones Contracting

PAY PERIOD: 29-Aug-23

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	<u>\$1,176,777.00</u>
2. Net change by Change Orders	<u>\$53,386.40</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$1,230,163.40</u>
4. Total Completed and Stored to Date	<u>\$1,230,163.40</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$1,230,163.40</u>
7. Less Previous Payments	<u>\$1,160,295.23</u>
8. Current Payment Due	<u>\$69,868.17</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: Jones Contracting Corp

DATE: 8/29/23

BY: [Signature]

TITLE: President

**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: \$69,868.17

[Signature]  
ENGINEER

DATE: 08-30-2023

DATE: \_\_\_\_\_

